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 21, 2021 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on June 21, 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	
Dan Howard	Town of Amherst	Planning Director	Remote	
Joe McMahon	Town of Amherst	Chief of Staff	Remote	
Ellen Kost	Town of Amherst	Assistant Planning Director	Remote	
Daryl Bramer	Town of Amherst	Comptroller	Remote	
Jeffrey S. Burroughs	Town of Amherst	Town Engineer	Remote	
David J. Willer	Town of Amherst	IT Director	Remote	
Angela Rossi	Town of Amherst	Director of Economic Development	Remote	

Patrick G. Lucey	Town of Amherst	Highway Superintendent	Remote	
Lynda Juul	Town of Amherst	Director of Finance	Remote	

V. MINUTES APPROVAL

1. Monday, June 07, 2021

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

Juneteenth recognition & student thank you presented by Councilmember Bucki.

Supervisor Kulpa announced that the next Town Board meeting will be held in person in the Council Chambers.

The Town Board meeting may be accessed via Zoom at the following link:
https://us02web.zoom.us/j/83604682976?pwd=UmY3QTd0SEpyVlZHVnVCSnVKSWovQT09

Meeting ID: 836 0468 2976
Passcode: 391333

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.

During the Zoom meeting, you may click on the Participants tab then choose the Raise Hand feature to speak. You may also navigate to the bottom options bar in your video screen and click Reactions. Underneath Reactions, there should be a separate button to Raise Your Hand.

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2021-465

2190 Wehrle Drive Rezoning

2nd REVISED

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:	**ADOPTED AS AMENDED [4 TO 1]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Lavin, Szukala
NAYS:	Bucki

2. Resolution 2021-514

Chateau Terrace 'No Stopping' Restriction Removal

A public hearing to remove a 'No Stopping' zone on the east side of Chateau Terrace between Main Street and Chateau Terrace South.

"The 'No Stopping' restriction is hereby removed on the east side of Chateau Terrace for a total distance of 510 feet south of the southern curb line of Chateau Terrace South to a point 93 feet north of the northern Main Street curb line."

6/21/2021
Supervisor Kulpa motioned to withdraw, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

RESULT:	**WITHDRAWN**

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 Deputy Supervisor Berger and unanimously approved 5-0. Public Expression was opened at 7:19 PM.

The following speakers addressed the Town Board:
Mary Beth Glose, 20 Chateau Terrace South - Thanked the Board for withdrawing Res. 2021-514; questioned who initiated the request to remove the No Stopping signs on Chateau Terrace
Dianne Gordon, 42 Chateau Terrace South - Questioned who to contact if there are problems with traffic or speeding; also thanked the Board for withdrawing Res. 2021-514
Jim Kalanowski, 46 Chateau Terrace East - Cars lined up on Chateau Terrace in front of Bornhava; Yield sign on Main Street is partially hidden by a tree

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Public Expression was closed at 7:34 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 2021-515

Gas Meter Repair

WHEREAS, a four gas multi meter is used to detect hazardous gases; and

WHEREAS, the Amherst Fire Safety Division responds to emergency situations that at times requiring air monitoring within a fire scene; and

WHEREAS, this meter, currently malfunctioning, is the standard meter used by many town departments thus allowing for ease of use and calibration.

NOW, THEREFORE BE IT RESOLVED, that the Amherst Town Board approves the repair of a GMI Multi Gas Meter from Avoidable Alarm Fund T-2999.4002, for the health and safety of Amherst Fire Safety Division.

6/21/2021
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 2021-516

Request Public Hearing - Abandonment and Sale of South Linden Street

AGENDA ITEM : JUNE 21st, 2021

TO: **Town Board**

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

DATE: **June 16, 2021**

RE: **Schedule Public Hearing**
Abandonment and Sale of S. Linden Street (Paper Street)

At its meeting held June 7th, 2021, the Town Board authorized the abandonment and sale of S. Linden Street (2021-469). In furtherance of that authorization, kindly adopt a resolution scheduling a Public Hearing for August 9th, 2021 at 7:00 p.m. to serve as notice to any and all interested parties of the Town's intention to sell the abandoned street.

Thank you.

AD:NMB:hs
c: Kathy Cooper, Deputy Town Clerk
(**Agenda Item : June 21st, 2021**)
Dan Howard, Director of Planning
Ellen Kost, AICP, Assistant Planning Director
Patrick G. Lucey, Superintendent of Highways

6/21/2021
Consent

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

2. Resolution 2021-517

License Agreement - 272 N. Rockingham Way (Lipsitz) (CRS #2701)

AGENDA ITEM : JUNE 21st, 2021

TO: **Town Board**

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

DATE: **June 16, 2021**

RE: **Request for License Agreement (CRS #2701)**
Installation of In-Ground Pool, Concrete Fire Pit and Shed
Property Located At:
272 N. 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 an in-ground pool, concrete fire pit and shed 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 21st, 2021**)
Tim Lucey, General Crew Chief, Highway Department (*w/attachment*)

6/21/2021
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 2021-518

Amusement License - the Financial Guys

Request by The Financial Guys for a First Class Amusement License for July 22, 2021 from 5 PM - 9 PM. Supervising Code Enforcement Officer recommends a fee of $50.

The Building Department recommends the following conditions:

1. That all fire lanes be kept clear at all times.
2. For any tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
3. All temporary power must be code complaint.
4. Bathroom facility must be made available and accessible.
5. Off street parking must be available and on site accessible parking must be maintained.
6. Vehicle impact protection must be provided for the guest area.
7. Fire Department access must be maintained at all times in the event of an emergency.
8. Food Trucks must have a current town inspection for "Mobile Food Vehicle".
9. Events with 1,000 guests or more will require "Crowd Managers" per the 2020 FCNYS.
10. The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

6/21/2021
Consent

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

2. Resolution 2021-519

Fireworks Permit - Transit Valley Country Club

Request for fireworks permit on July 4, 2021 at dusk at Transit Valley Country Club, 8920 Transit Road with the following conditions:

1. That the spectators, parking areas and dwelling be 350 feet from the fireworks discharge location for vertical mortars. (max. 5 inch shells).
2. That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
3. That the trajectory of shells shall not come within 25 feet of overhead objects.
4. 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.
5. 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.
6. Display shall follow NFPA 1123-2018 & IFC 2018.
7. Display must be completed by 11 PM.

6/21/2021
Consent

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

3. Resolution 2021-520

Fireworks Permit - Country Club of Buffalo

Request for fireworks permit on July 4, 2021 at dusk at Country Club of Buffalo, 250 Youngs Road with the following conditions:

1. That the spectators, parking areas and dwelling be 350 feet from the fireworks discharge location for vertical mortars. (max. 5 inch shells).
2. That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
3. That the trajectory of shells shall not come within 25 feet of overhead objects.
4. 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.
5. 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.
6. Display shall follow NFPA 1123-2018 & IFC 2018.
7. Display must be completed by 11 PM.

6/21/2021
Consent

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

4. Resolution 2021-521

New Firefighters for East Amherst Fire Department

The East Amherst Fire Department has a new member who lives in the Town of Amherst and resides outside of the Fire District:

Dylan Utz
164 Presido Place
Williamsville, NY 14221

They also have a re-activated member who lives in the Town of Clarence and resides within the East Amherst Fire District:

Scott Piel
8125 Clarence Center Road
East Amherst, NY 14051

6/21/2021
Consent

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

5. Resolution 2021-522

New Firefighter for Main-Transit Fire Department

The new firefighter for the Main-Transit Fire Department lives in the Town of Amherst and resides within the Main-Transit Fire District.

Christopher M. Watson
162 Tennyson Terr.
Williamsville, NY 14221

6/21/2021
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:

1. Resolution 2021-523

2021 Building Permit Fee Schedule

Please adopt the revised 2021 Building Permit Fee Schedule as attached. The revision includes context updates for 2021 and clarification for alterations, additions and repairs to multi-family residential structures.

6/21/2021
Consent

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

E. CENTRAL ALARM:

1. Resolution 2021-524

Contract for Fire Dispatch with the Village of Akron CRS #2585

Request the Supervisor sign an agreement with the Village of Akron for the Town of Amherst to provide Fire Dispatch Services.

6/21/2021
Consent

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

F. COMPTROLLER:

1. Resolution 2021-525

Budget Transfers and Amendments

For June 21, 2021 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 6/16/2021
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:***
N1042.1000 Home - PI Personal Services $30,918.21	N1042.1600 Home - PI Retro Pay $3,420.00
N1042.8030 Home - PI Social Security $2,087.66	N1042.4003 Home - PI Contractual $34,522.99
N1042.8050 Home - PI Hospital & Medical $5,071.53	N1042.8051 Home - PI Dental $45.81
	N1042.8052 Home - PI Vision $88.60

To reallocate and clean up budget in N1042 accounts where the funding source is quarterly health insurance.

BUDGET AMENDMENTS - 2021

INCREASE:	***INCREASE:***
N2044.02785 Cheektowaga Home - PI $141,627.98	N2044.4000 Contractual $141,627.98
N2049.02785 Cheektowaga Home Admin $15,736.44	N2049.4003 Admin $15,736.44

To recognize Community Development program income from 134 Woodell, Cheektowaga.

N2023.02785 CDBG & VG - PI $170.00	N2023.4000 Contractual $170.00

To recognize Community Development program income from 169 Hillcrest Drive, Amherst.

N2042.02785 Amherst Acq. Rehab $4,500.00	N2042.4000 Contractual $4,500.00
N2054.02785 Amherst Home Admin - PI $500.00	N2054.4003 Admin Fee $500.00

To recognize Community Development program income from 101 Brauncroft Drive, Amherst.

KP1845 Pathway Safety Enhancement-Fed Grant $125,000	KP1845.4972 Construction $125,000

To recognize Federal Grant Revenue for KP1845 Canalway Trail and Hopkins Trail Safety Enhancements, CRS # 2676.

N2044.02785 Cheektowaga Home - PI $3,960.91	N2044.4000 Contractual $3,960.91
N2049.02785 Cheektowaga Home Admin $440.10	N2049.4003 Admin $440.10

To recognize Community Development program income from 56 Carol Drive, Cheektowaga.

A3135.04389 Police-Tactical Grant 2122 -Fed Aid $75,000	A3135.2450 Public Safety Equipment $75,000

To set up Federal Aid for CSR#2702 Tactical Grant.

6/21/2021
Consent

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

2. Resolution 2021-526

Accept Audit Period Ending 12/31/2020

To: Town Board
From: Office of Town Comptroller
Date: 6/16/2021
Re: Accept Audit Period Ending 12/31/2020

The Town Board is requested to formalize the acceptance of the audit report for the year ended 12/31/2020. Drescher & Malecki LLP presented the year end to the Town Board on May 17, 2021. The Financial Statements are available on the Town's website.

Please also accept the Statement of Changes in Cash Balances and Statements of Cash Receipts and Disbursements for the Senior Center, Town Clerk and Receiver of Taxes, Town Justices and Youth & Recreation. Copies are available upon request.

6/21/2021
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 2021-527

Award Bid #2021017 Wheel Loader CRS #2699

WHEREAS, the Contract Compliance & Administration Department received bids on June 3, 2021 for Bid #2021017 Wheel Loader; and

WHEREAS, the bid process resulted in responses from five (5) vendors as identified on the attached bid tab; and

WHEREAS, the low bid after trade-in was from George & Swede, for a 2021 Hyundai HL955A for $168,000.00, minus a trade in of $143,000 for a 2019 Hyundai HL955, for a net cost of $25,000.00;

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the trade-in of a 2019 Hyundai HL955 for $143,000.00, originally purchased in 2019 from George and Swede Sales & Service for $154,998.00 minus trade in of $135,000 for a net cost of $19,998.00; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Contract Compliance & Administration Department to award Bid #2021017 Wheel Loader to George and Swede Sales & Service, Inc.; and

BE IT FURTHER RESOLVED, that the Town Board authorizes Supervisor to sign the contract with George & Swede Sales and Service, Inc.

6/21/2021
Consent

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

2. Resolution 2021-528

Award Bid #2021018 - Viking Cives Side Dump Boxes - CRS #2700

WHEREAS, the Contract Compliance and Administration Department opened bids on June 3, 2021 for Bid #2021018 Viking Cives Side Dump Boxes; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Valley Fab & Equipment, Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Valley Fab & Equipment, Inc.

6/21/2021
Consent

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

3. Resolution 2021-529

Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368

WHEREAS, the Contract Compliance and Administration Department received proposals on April 30, 2020 for RFQ #202001 Town Wide Facilities Assessment; and

WHEREAS, the RFQ process resulted in responses from seventeen (17) vendors, as shown in the attached RFQ analysis sheet;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this RFP to Cannon Design; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Cannon Design, pending successful completion of the contract routing process.

6/21/2021
Consent

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

4. Resolution 2021-530

Award Bid #2021014 - Police Vehicles - CRS #2719

WHEREAS, the Contract Compliance and Administration Department received bids on May 27, 2021 for Bid #2021014, Police Vehicles; and

WHEREAS, the bid process resulted in responses from four (4) vendors, as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Van Bortel Ford; and

BE IT FURTHER RESOLVED, the Police Department is requesting approval to trade in the following vehicles;

CAR #	YEAR	MAKE	MODEL	VIN #	Mileage
105	2020	FORD	SUV Hybrid	1FM5K8AW7LGA71365	60,000
106	2020	FORD	SUV Hybrid	1FM5K8AW3LGA71363	92,252
107	2020	FORD	SUV Hybrid	1FM5K8AW8LGA71357	56,688
109	2020	FORD	SUV Hybrid	1FM5K8AW5LGA71364	94,330
110	2020	FORD	SUV Hybrid	1FM5K8AWXLGA71358	97,240
111	2020	FORD	SUV Hybrid	1FM5K8AW1LGA71362	107,348
156	2009	FORD	E-250 VAN	1FTNE24LX9DA67721	153,000
167	2014	FORD	Explorer	1FM5K8AR2EGC37868	111,000
188	2013	FORD	Taurus	1FAHP2M8XDG230285	84,000
189	2011	FORD	Escape	1FMCU9DG5BKB47284	73,000

BE IT FURTHER RESOLVED, the Police Department will take the trade-in vehicles to Van Bortel and pick up the new vehicles and therefore a waiver of insurance is being requested; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Van Bortel Ford, subject to successful completion of the contract routing process.

6/21/2021
Consent

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

5. Resolution 2021-531

Award Bid #2021013 - Busing - CRS #2720

WHEREAS, bids were received by the Contract Compliance and Administration Department on May 27, 2021 for Bid #2021013 Busing; and

WHEREAS, three (3) bids were received as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the bid be awarded to Student Transport, Inc. - DBA WNY Bus Co.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Student Transport, Inc. - DBA WNY Bus Co., pending successful completion of the contract routing process.

6/21/2021
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 2021-532

Travel Request - Backflow Prevention Recertification Course

The Engineering Department is requesting approval to send one (1) employee to attend the Backflow Prevention Recertification course which is scheduled to be hosted by the Cross Connection Control Foundation in Webster, NY in October 2021. At this time we are also asking for mileage to be reimbursed should a Town vehicle not be available to the employee to take.

The total cost for the employee is estimated to be $401.92 which includes registration, tolls and potential mileage reimbursement.

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

Thank you for considering this request.

6/21/2021

Consent

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

2. Resolution 2021-533

Commercial Plumbing & HVAC Supplies Contract Extension ERB Company, Inc. CRS No. 2075

The Engineering Department, WPCF Division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with ERB Company Inc. The terms and conditions within Town of Amherst Bid 2017041 Commercial Plumbing & HVAC Supplies will remain the same. This extension would run from date of execution by the Town of Amherst through May 24, 2024.

Funds for this request are Town Wide and Various

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

Thank you for considering this request.

6/21/2021
Consent

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

3. Resolution 2021-534

2022 Freightliner Heavy Duty Cab - Change Order #1 CRS No. 2721

On February 1, 2021, the above Heavy Duty Cab & Chassis was approved for purchase for a Sewer Maintenance Vacuum Truck at a cost of $96,526.87. During the course of the ordering process, it was discovered that a rear engine flywheel PTO was omitted from the original specifications that was bid out on the NYS Mini-Bid system. In order to have a fully functioning vacuum truck, it is essential to have the rear engine

flywheel PTO installed by the truck manufacturer.

The cost for this change order is $3,310.00 for a total contract amount of $99,836.87. Funding for this change order is available from Sewer Maintenance Budget G9000-2600.

We are requesting approval of this change order in the amount of $3,310.00 and also request that the Comptroller transfer the needed funds from account G9000-2600 to KP1902-2250.

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

Thank you for considering this request.

6/21/2021
Consent

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

4. Resolution 2021-535

Gorman Rupp Pump Procurement CRS No. 2608

The Engineering Department Water Pollution Control Facility (WPCF) is currently performing Lift Station pump upgrades. In order to optimize and repair these pumps, four (4) Gorman Rupp rotating assemblies need to be procured. As these assemblies can only be purchased through a Gorman Rupp "Sole Source" provider, which is Siewert Equipment, LLC, we are requesting that the Town Board authorize the Supervisor to sign an agreement to procure the required rotating elements listed on Siewert Equipment quote QTRoch01060, Dated 5/17/2021 at the cost of $16,097.40 plus freight.

At this time, we also request the Town Board to approve a waiver from insurance requirements, as Siewert Equipment would utilize a third party delivery service.

This request has successfully completed the contract review process.

Funds are available in account G9916-2600.

Thank you for considering this request.

6/21/2021
Consent

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

5. Resolution 2021-536

Pedestrain Safety Action Plan - Amendment No. 1 C & S Engineers CRS No. 2706

On January 7, 2019, the Town Board approved the hiring of C&S Engineers, Inc. to provide engineering design services for the Town of Amherst Pedestrian Safety Action Plan (PSAP) project. The design is complete and the project is now in the construction phase, with the project awarded on June 7, 2021.

This project is a federal-aid project. In accordance with the Procedures for Locally Administered Federal Aid Projects (LAFAP), construction must be inspected according to the Manual for Uniform Record Keeping (MURK). As such, the Engineering Department is requesting the Town Board approve an additional expenditure of funds not to exceed $40,000 as proposed by C&S Engineers, Inc. to complete the construction administration and construction inspection phases for the above referenced project.

Please note that $19,000.00 of the subject fees will be reimbursed through the Federal-Aid process for PSAP, with the remaining $21,000.00 funded by the Town. Therefore, funding for the above amendment is available from project accounts KP1740-4971 ($19,000.00) & KP2023-4971 ($21,000.00). This request is pending the successful completion of the contract review procedure. Thank you for considering this request.

6/21/2021
Consent

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

L. FINANCE:

1. Resolution 2021-537

Authorize Amherst Food Truck Rodeo Events Contracts and Vendors CRS #2657, 2660-2672, 2681

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 Food Truck Rodeo Series, to be held on Fridays from 4:00pm-7:00pm at the following locations:

June 25th, 2021	Veteran's Canal Park
July 23rd, 2021	North Forest Park
August 20th, 2021	Amherst Senior Center/Walton Woods Park
September 24th, 2021	Amherst Senior Center/Walton Woods Park
October 22, 2021	Royal Park; and

WHEREAS, food truck operators 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 food truck operators, subject to successful completion of the Contract Routing System:

CRS #2657	Anderson's Frozen Custard, Inc.
CRS #2660	Simone Fancher-Rowan / The Cheesy Chick, LLC
CRS #2661	Nines Food Service Inc., d.b.a. Carnivorous
CRS #2662	Stanley Hall, d.b.a Sweet Lisa LTD
CRS #2663	Steaksters, LLC
CRS #2664	Mother Clucker's Inc.
CRS #2665	Ty and Mel Enterprises Inc., d.b.a. Mad Sauces
CRS #2666	Melissa M. Babiarz, d.b.a. Babz BBQ
CRS #2667	LuGias on Wheels of Buffalo, LLC.
CRS #2668	Yan88 Inc., d.b.a. KCafe
CRS #2669	J&L Boulevard BBQ
CRS #2670	Creekview Services Inc., d.b.a House of Munch
CRS #2671	Buffalo Crown Vending Inc. / Green Acres Ice Cream
CRS #2672	Maria's Bene Cibo LLC
CRS #2681	Carjons Restaurant Group Inc., d.b.a. Share Bar Room and Kitchen

6/21/2021
Consent

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

M. HIGHWAY

1. Resolution 2021-538

Contract Extension - Drake Lawn & Garden Inc. CRS #2606

WHEREAS, Bid # 2019037, Chainsaws, Mowers & Misc. Small Equipment & Parts allows for the contract to be extended for a period of two (2) years at the same terms and conditions; and

WHEREAS, the Highway Department is requesting approval for the extension of the contract under Resolution 2019-1246; and

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the two year contract extension with Drake Lawn & Garden, Inc. subject to the Contract Routing System and the approval of the Town Attorney.

6/21/2021
Consent

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

2. Resolution 2021-539

Contract Extension - Niagara Frontier Equipment Sales, Inc. CRS # 2685

WHEREAS, Bid # 2019037, Chainsaws, Mowers & Misc. Small Equipment & Parts allows for the contract to be extended for a period of two (2) years at the same terms and conditions; and

WHEREAS, the Highway Department is requesting approval for the extension of the contract under Resolution 2019-1246; and

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the two year contract extension with Niagara Frontier Equipment Sales, Inc. subject to the Contract Routing System and the approval of the Town Attorney.

6/21/2021
Consent

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

3. Resolution 2021-540

Contract Extension - Bison Turf Equipment, Inc. CRS # 2686

WHEREAS, Bid # 2019037, Chainsaws, Mowers & Misc. Small Equipment & Parts allows for the contract to be extended for a period of two (2) years at the same terms and conditions; and

WHEREAS, the Highway Department is requesting approval for the extension of the contract under Resolution 2019-1246; and

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the two year contract extension with Bison Turf Equipment, Inc. subject to the Contract Routing System and approval of the Town Attorney.

6/21/2021
Consent

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

4. Resolution 2021-541

Authorize Supervisor to Sign Contracts to Piggyback -Superior Lubricants #2712

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on the State of New York, Office of General Services, Group 05700, Award # 23204, Contract

#PC69329 with Superior Lubricants for the purchase of motor oils, hydraulic oils and diesel exhaust fluids from 5/3/2021 through 4/19/2026.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract with Superior Lubricants is subject to the Contract Routing System and the approval of the Town Attorney.

6/21/2021
Consent

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

5. Resolution 2021-542

Authorize Supervisor to Sign Contract with NYSDEC for a Recycling Coordinator Grant - CRS # 2718

WHEREAS, to authorize the Supervisor to sign a contract with the New York State Department of Environmental Conservation to receive grant funds to prepare for pandemics, pricing and preservation recycling in the Town of Amherst 2021, CRS# 2718, Contract number DEC01-T01087GG-3350000, and

WHEREAS, the grant funds are $40,664.18 and the matching funds are $40,664.18 totaling $81,328.36. This includes salary, promotions and education.

NOW THEREFORE BE IT RESOLVED, that the Amherst Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS#2718) and the approval of the Town Attorney.

6/21/2021
Consent

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

N. HUMAN RESOURCES:

1. Resolution 2021-543

Laborer - PT/Building

Laborer - PT/Building, Effective June 22, 2021, Temporary, $16.82 ph, Step 5 for Richard Andrews.

6/21/2021
Consent

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

2. Resolution 2021-544

Building and Zoning Clerk/Building

Please appoint a Building and Zoning Clerk to the Building Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective June 28, 2021, at an annual salary of $38,745, Grade 8, Step A for William Prenevau III.

6/21/2021
Consent

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

3. Resolution 2021-545

Project Manager/Engineering Department

Please appoint a Project Manager to the Engineering Department. Provisional, pending satisfactory completion of a Civil Service Examination, at an annual salary of $72,514, Grade 18, Step, Step E, effective July 19, 2021 for Jessica Boudreau.

Contingent upon completing all pre-employment requirements.

Replacing an employee who was promoted to Assistant Municipal Engineer.

6/21/2021
Consent

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

4. Resolution 2021-546

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 22, 2021 at an annual salary of $72,514, Grade 17, Step F for Krista Halt.

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

6/21/2021
Consent

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

5. Resolution 2021-547

Network Coordinator/Office of Information Technology

Please appoint a Network Coordinator to the Office of Information Technology. Provisional, pending satisfactory completion of a Civil Service Examination, at an annual salary of $55,336, Grade 14, Step C, effective June 22, 2021 for Edward Hurrell, Jr.

This is a promotion for an employee currently serving as a Computer Support Technician.

6/21/2021
Consent

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

6. Resolution 2021-548

Technical Support Services Specialist/Office of Information Technology

Please appoint a Technical Support Services Specialist to the Office of Information Technology. Provisional, pending satisfactory completion of a Civil Service Examination, at an annual salary of $51,535, Grade 15, Step A, effective June 22, 2021 for Timothy Ray.

This is a promotion for an employee currently serving as a Computer Support Technician.

6/21/2021
Consent

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

7. Resolution 2021-549

Assistant Food Service Manager/Senior Services

Please create and appoint an Assistant Food Service Manager to the Senior Services Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective June 22, 2021, at an annual salary of $39,976, Grade 9, Step A for Jamie Sullivan.

This is a promotion for an employee currently serving as a Cook.

6/21/2021
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 2021-550

Request to Schedule a Public Hearing

Please schedule a public hearing on the Town of Amherst Agriculture and Farmland Protection Plan at the July 26, 2021 Town Board meeting.

6/21/2021
Consent

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

2. Resolution 2021-551

To Authorize the Supervisor to Sign the Amended and Restated Angela's House - Intercreditor Agreement CRS #2713

WHEREAS, the Town of Cheektowaga is a recipient of HUD HOME Investment Partnerships Program (HOME) funds as part of the Amherst-Cheektowaga-Tonawanda HOME Consortium; and

WHEREAS, the 5-year Consolidated Plan for the Amherst-Cheektowaga-Tonawanda HOME Consortium includes a program goal to support the creation of new affordable senior/disabled rental housing; and

WHEREAS, the Town of Amherst approved the execution of the Angela's House HOME Loan Agreement on April 19, 2021 for Cheektowaga's HOME funding assistance to Angela's House, a 67-unit affordable senior/disabled rental housing complex to be converted at 600 Doat Street, Cheektowaga NY 14211 (Villa Maria Campus); and

WHEREAS, the Town of Cheektowaga, has amended and restated the Intercreditor Agreement, which is Exhibit S to the Angela's House HOME Loan Agreement; now therefore, be it

RESOLVED, that the Town Board of the Town of Amherst authorizes the Supervisor, subject to the satisfactory completion of the contract routing process, to execute the amended and restated Angela's House Intercreditor Agreement with Evans Bank N.A., New York State Homeless Housing and Assistance Corporation, and the Town of Cheektowaga, as the Lead Agency of the Amherst-Cheektowaga-Tonawanda HOME Consortium.

6/21/2021
Consent

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

3. Resolution 2021-552

To Authorize the Supervisor to Certify the Urgent Need for Community Development Block Grant COVID Funding (CDBG-CV) for Amherst Summer Camp Activities

WHEREAS, the Town received a special appropriation of funds from the 2020 Coronavirus Aid, Relief, and Economic Security (CARES) Act to the Community Development Block Grant program (CDBG-CV) to respond to the COVID-19 pandemic; and

WHEREAS, the Town has previously allocated $90,250 in CDBG-CV funds in the 2020 Annual Action Plan for Community Development for Amherst Youth and Recreation Department to support the operation of Amherst's summer camp program during the pandemic; and

WHEREAS, Amherst Youth and Recreation Department requested to utilize a portion of the allocated CDBG-CV funds to meet additional bussing requirements under the NYS Department of Health Guidance for Day Camps, and provide bonuses to hire additional seasonal camp counselor staffing needs; and

WHEREAS, these activities warrant certification as urgent needs, in accordance with 24 CFR 570.208(c) and community development staff has prepared the urgent need certification documentation; now therefore be it

RESOLVED, the Town Board of the Town of Amherst authorizes the Town Supervisor, to sign the Urgent Need Certification and Documentation for the Amherst Youth & Recreation Summer Camp Program - Counselor Hiring Bonuses & Additional Bussing Costs.

6/21/2021
Consent

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

4. Resolution 2021-553

To Designate the Planning Director to Assist in Ensuring Compliance with New York State Law Requiring Annual Training for Planning and Zoning Board of Appeals Members

WHEREAS, New York State Town Law Sections 271 and 267 provide that, effective January 1, 2007, all Planning Baord and Zoning Board of Appeals members must complete a minimum of four (4) hours training each year, and

WHEREAS, Town Law Sections 271 and 267 identify the Town Board as the entity that determines which activities qualify as training to satisfy the state requirement, and

WHEREAS, The Planning Director has the technical expertise to determine which educational offerings provide the training most appropriate to the responsibilities of Planning Board and Zoning Board of Appeal, respectively, and

WHEREAS, the Town Board approved a resolution on June 5, 2017 authorizing the Planning Director and Commissioner of Building to determine which educational offerings will meet the requirements of New York State Law Section 271 for the Planning Board and meet state requirements of Section 267 for the Zoning Board of Appeals respectively, and

WHEREAS, the Planning Department is now responsible for administration of the Zoning Board of Appeals, now therefore be it

RESOLVED, that the Planning Director will determine appropriate training and assist members of the Planning Board and Zoning Board of Appeals to meet the annual education requirement by identifying appropriate educational activities, and be it further

RESOLVED, that members of the Planning Board and Zoning Board of Appeals be required to provide documentation of each completed training, and that the Planning Director maintain a log of all completed educational activities completed, and be it further

RESOLVED, that each year prior to the organizational meeting of the Town Board, a summary of the educational activities of each Planning Board and Zoning Board of Appeals member be available to the Town Board.

6/21/2021
Consent

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

Q. POLICE:

1. Resolution 2021-554

Targeted Tactical Team Grant FY2021 (CRS#2702) Grant Agreement: NYS Division of Homeland Security and Emergency Services

Town Board Agenda Item: June 21, 2021

TO: **Town Board**

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

RE: **Targeted Tactical Team Grant FY2021 (CRS#2702) Grant Agreement: NYS Division of Homeland Security and Emergency Services**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached grant agreement between the Town of Amherst (Police) and NYS Division of Homeland Security and Emergency Services with regard to the above-entitled matter. This grant agreement has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: June 21, 2021)**

6/21/2021
Consent

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

2. Resolution 2021-555

Authorization to Pay Vendor: Parise Mechanical, Inc.

Town Board Agenda Item: June 21, 2021

TO: **Town Board**

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

RE: **Authorization to Pay Vendor: Parise Mechanical, Inc.**

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

WHEREAS, the Town of Amherst had a valid contract with Parise Mechanical, Inc. for town-wide HVAC services which expired on October 1, 2020 (CRS# 962); and

WHEREAS, the Town of Amherst entered into a new contract with Parise Mechanical, Inc. for town-wide HVAC services commencing on October 26, 2020 (CRS# 2226); and

WHEREAS, the Police Department needed to service its HVAC system at the Bailey Avenue Training Facility on October 5, 2020;

WHEREAS, the work was performed in the period between the two valid contracts;

NOW THEREFORE BE IT RESOLVED that the Amherst Town Board authorizes and directs the Comptroller's Office to issue payment to Parise Mechanical, Inc. for the amount owed totaling $1,563.07.

6/21/2021
Consent

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

3. Resolution 2021-556

Digital Surveillance Solutions (DSS) (CRS#2709) WWTP Gate Reader and Camera Replacement

Town Board Agenda Item: June 21, 2021

TO: **Town Board**

FROM: Scott P. Chamberlin, Chief of Police

RE: Digital Surveillance Solutions (DSS) (CRS#2709)
WWTP Gate Reader and Camera Replacement

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

Thank you.

SPC:msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: June 21, 2021)**

6/21/2021
Consent

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

4. Resolution 2021-557

Digital Surveillance Solutions (DSS) (CRS#2711) Town Hall Access Control

Town Board Agenda Item: June 21, 2021

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: Digital Surveillance Solutions (DSS) (CRS# 2711)
Town Hall Access Control

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

Thank you.

SPC: msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: June 21, 2021)**

6/21/2021
Consent

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

5. Resolution 2021-558

Memorandum of Understanding Use of APD Firearms Range City of Buffalo Police Department (CRS#2714)

Town Board Agenda Item: June 21, 2021

TO: **Town Board**

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

RE: **Memorandum of Understanding**
Use of APD Firearms Range
City of Buffalo Police Department (CRS#2714)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached Memorandum of Understanding between the Town of Amherst (Police) and the City of Buffalo Police Department with regard to the above-entitled matter. Approval of this MOU is contingent upon the successful completion of the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: June 21, 2021)**

6/21/2021
Consent

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

6. Resolution 2021-559

Digital Surveillance Solutions (DSS) (CRS#2722) Bassett Park Bathroom Readers

Town Board Agenda Item: June 21, 2021

TO: **Town Board**

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

RE: **Digital Surveillance Solutions (DSS) (CRS#2722) Bassett Park Bathroom Readers**

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

Thank you.

SPC:msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: June 21, 2021)**

6/21/2021
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 2021-560

Afterschool Fees

Approve fees for the Amherst Youth & Recreation Department's afterschool program as per the schedule attached, beginning in September 2021. These fees have been reviewed and endorsed by the Amherst Youth Board.

6/21/2021
Consent

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

2. Resolution 2021-561

Residency Waiver

WHEREAS, the Town of Amherst Youth & Recreation Department and the Town of Amherst Highway Department have seen a decrease in summer employment applications over the past few years, and

WHEREAS, in 2021, programming and park maintenance is in jeopardy due to the dearth of applications, and

WHEREAS, the Town residency requirement restricts these departments' ability to attract qualified candidates, and

WHEREAS, the Town of Amherst is committed to diversity, equity and inclusion, and

WHEREAS, the Town residency requirement limits the ability of the Town to fully integrate its workforce,

NOW THEREFORE, BE IT RESOLVED that the Amherst Town Board eliminates the residency requirement for seasonal staff in the Youth & Recreation and Highway Departments and part-time staff in the Youth & Recreation Department, through December 31, 2022, as long as Town of Amherst residents are given priority in hiring.

6/21/2021

Consent

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

3. Resolution 2021-562

Gopher Sport CRS #2689

Authorize the Supervisor to sign a piggyback contract between the Town of Amherst (Youth & Recreation Department) and Gopher Sport for the purchase of athletic and physical education equipment.

6/21/2021
Consent

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

4. Resolution 2021-563

Ice Rink Equipment Piggyback CRS#2675

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and All-American Arena Products for ice rink and arena equipment.

6/21/2021
Consent

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

5. Resolution 2021-564

Sports Equipment Piggyback CRS #2710

Authorize the Supervisor to sign a piggyback contract between the Town of Amherst (Youth & Recreation Department) and BSN Sports LLC for the purchase of athletic and physical education equipment, pending successful completion of the contract routing process.

6/21/2021
Consent

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

6. Resolution 2021-565

Concert Contract (ECWE) CRS #2707

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the Erie County Wind Ensemble for a concert in Bassett Park on July 14, 2021, pending successful completion of the contract routing process.

6/21/2021
Consent

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

7. Resolution 2021-566

Phone Agreement CRS #2715

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Antares Golf, LLC assigning the Audubon Golf Course phone number (716-631-7139) to Indigo Golf for the duration of its management agreement, with

the assurance that the number will be returned to the Town of Amherst once the agreement has ended, pending successful completion of the contract routing process.

6/21/2021
Consent

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

8. Resolution 2021-567

Services Agreement (DFC Grant) CRS #2716

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and The Prevention Council of Erie County for services related to the Drug Free Communities Grant, pending successful completion of the contract routing process.

6/21/2021
Consent

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

9. Resolution 2021-568

Services Agreement (DFC Grant - MM) CRS #2717

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Manzella Marketing for creative design and media services related to the Drug Free Communities Grant, pending successful completion of the contract routing process.

6/21/2021
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: 7/12/2021 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: 7/12/2021 7:00 PM**

XIV. COMMUNICATIONS

1. Communication 2021-67

Request for Public Hearing - Reclassification of 520 Campbell Boulevard

Request from Sean W. Hopkins, Esq. for a public hearing to be set for the Reclassification of a portion of 520 Campbell Boulevard from NCD-SA to NCD-ND & Amendment of the Audubon Development Plan.

This hearing has been set for July 12th.

6/21/2021
Consent

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

2. Communication 2021-68

Opposition to Removal of 'No Standing' Signs on Chateau Terrace

Petition signed by residents of the Chateau Terrace block in opposition to the removal of the "No Standing" signs on Chateau Terrace.

6/21/2021
Referred to Planning and Traffic Safety.

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

3. Communication 2021-69

Daumen - Opposition to Forbes/Capretto Project

Email from Francis and Colleen Daumen voicing their concerns with respect to the Forbes/Capretto project planned on the parcel at 10600 Transit Road.

6/21/2021
Referred to Planning.

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

4. Communication 2021-70

Amherst Central Park Comments

Resident comments regarding Amherst Central Park.

6/21/2021
Referred to Planning, Central Park Task Force, Engineering, and Youth & Recreation.

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

XV. PUBLIC IMPROVEMENT PERMITS

XVI. 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 7:37 PM.

The following speaker addressed the Town Board:
Don Smith, N. Long St. - Questioned the Executive Order expiration date and if staff was still hybrid

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Bucki and unanimously approved 5-0. Public Expression was closed at 7:40 PM.

XVII. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Councilmember Lavin and unanimously approved 5-0. The Town Board meeting of June 21, 2021 was adjourned at 7:40 PM.

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

Francina J. Spoth
Town Clerk

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

DOC ID: 23333 **RESOLUTION 2021-465** **ADOPTED AS AMENDED**

2190 Wehrle Drive Rezoning

2nd REVISED

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:	**ADOPTED AS AMENDED [4 TO 1]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Lavin, Szukala
NAYS:	Bucki

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)

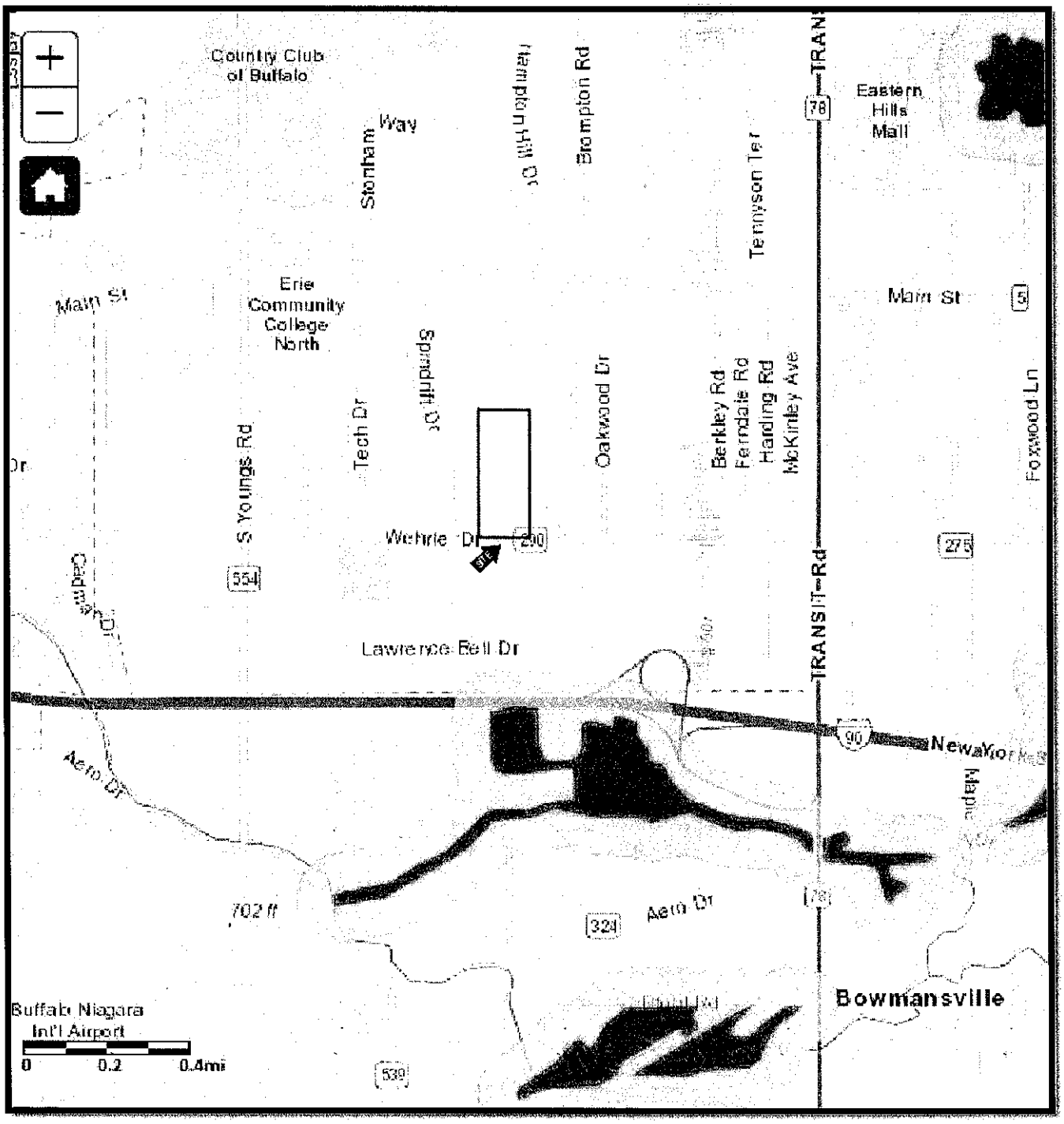


FIGURE 4: NYSDEC ENVIRONMENTAL RESOURCE MAPPER

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

2190-2220 Wehrle Drive

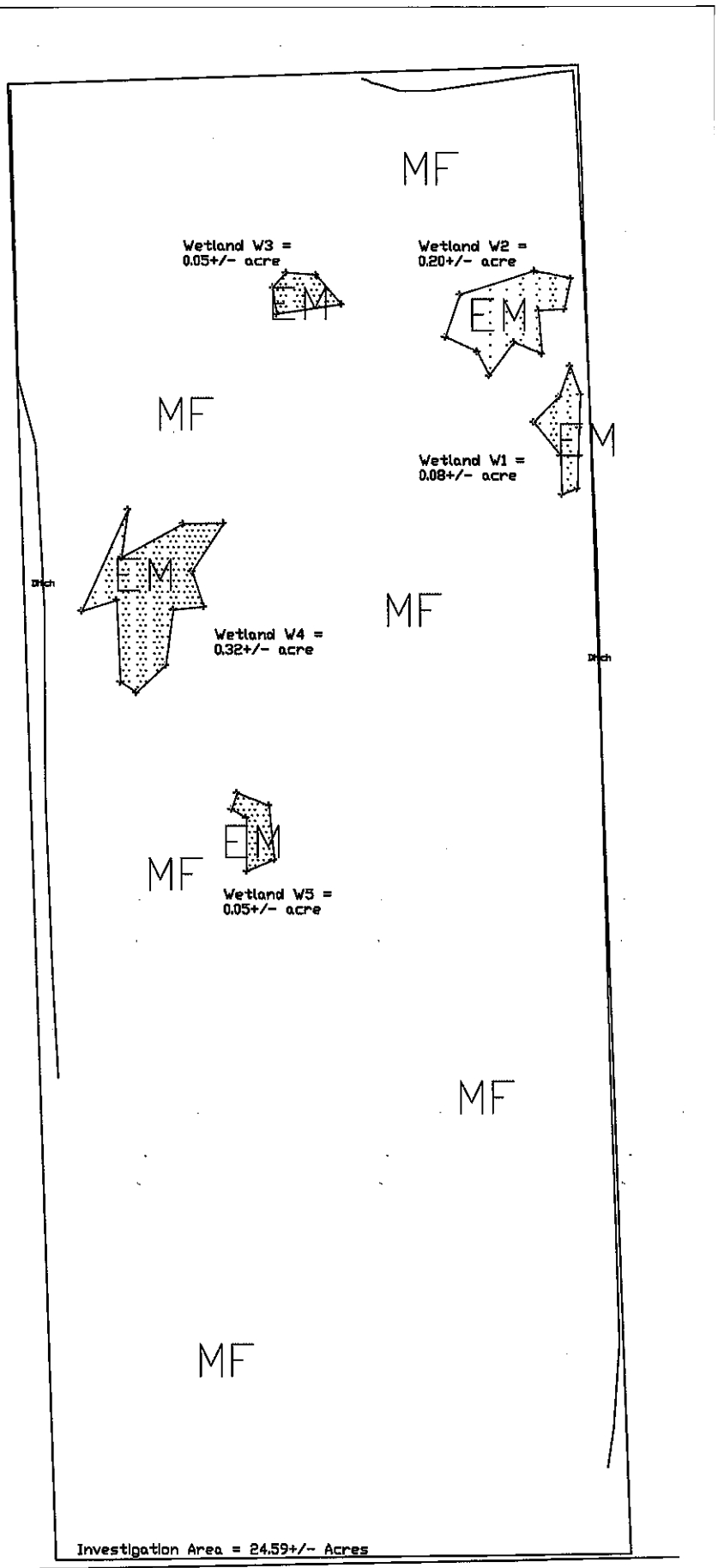
Town of Amherst, Erie County, New York

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)

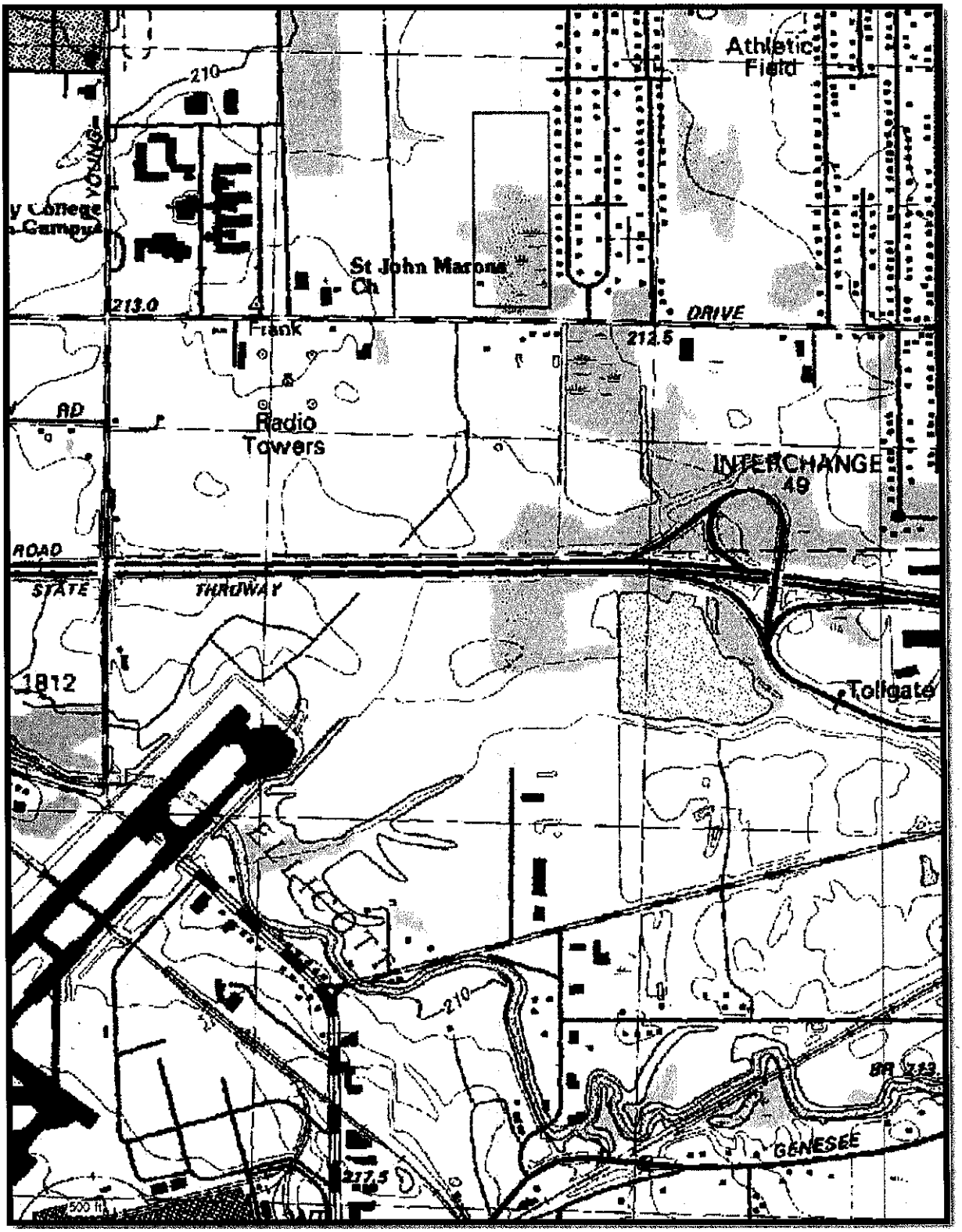


FIGURE 7: DRAINAGE MAP

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

U.S. ARMY CORPS OF ENGINEERS
REGULATORY PROGRAM
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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)

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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)

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[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.
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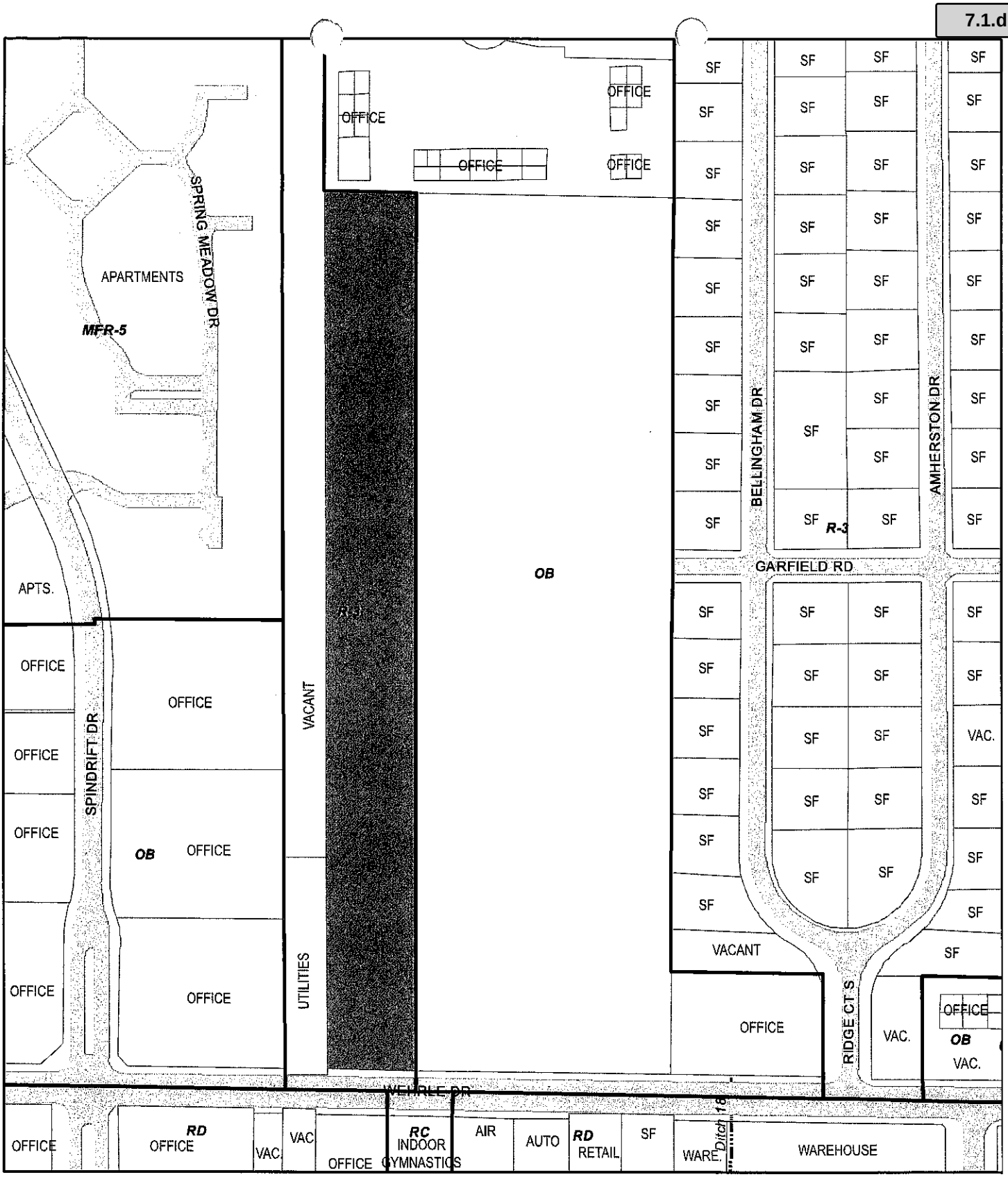
2190 Wehrle Drive Legal Description:

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

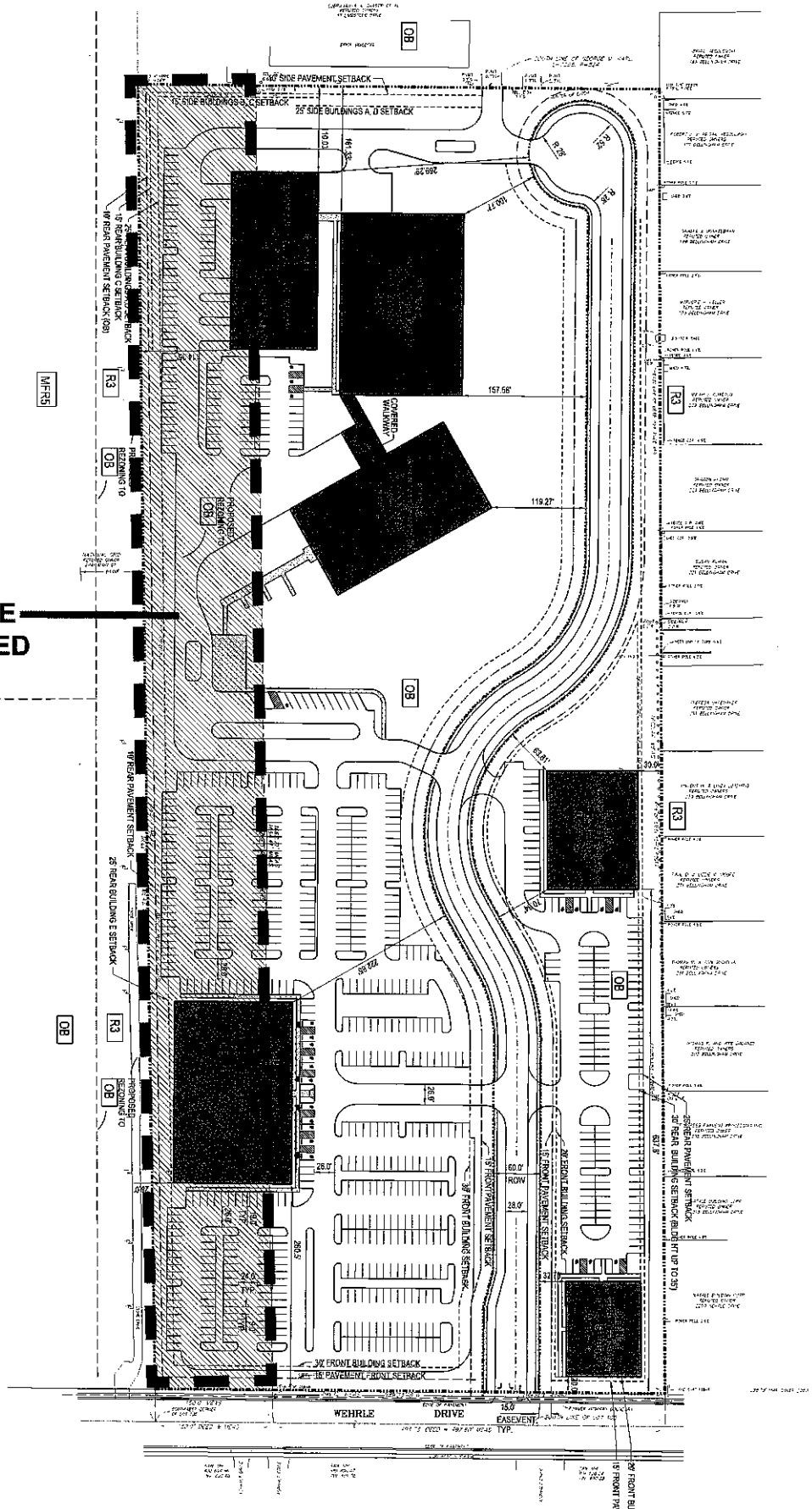
Acquest Development, Petitioner

April 15, 2021

2190 Wehrle Drive

Prepared by the Town of Amherst Planning Department

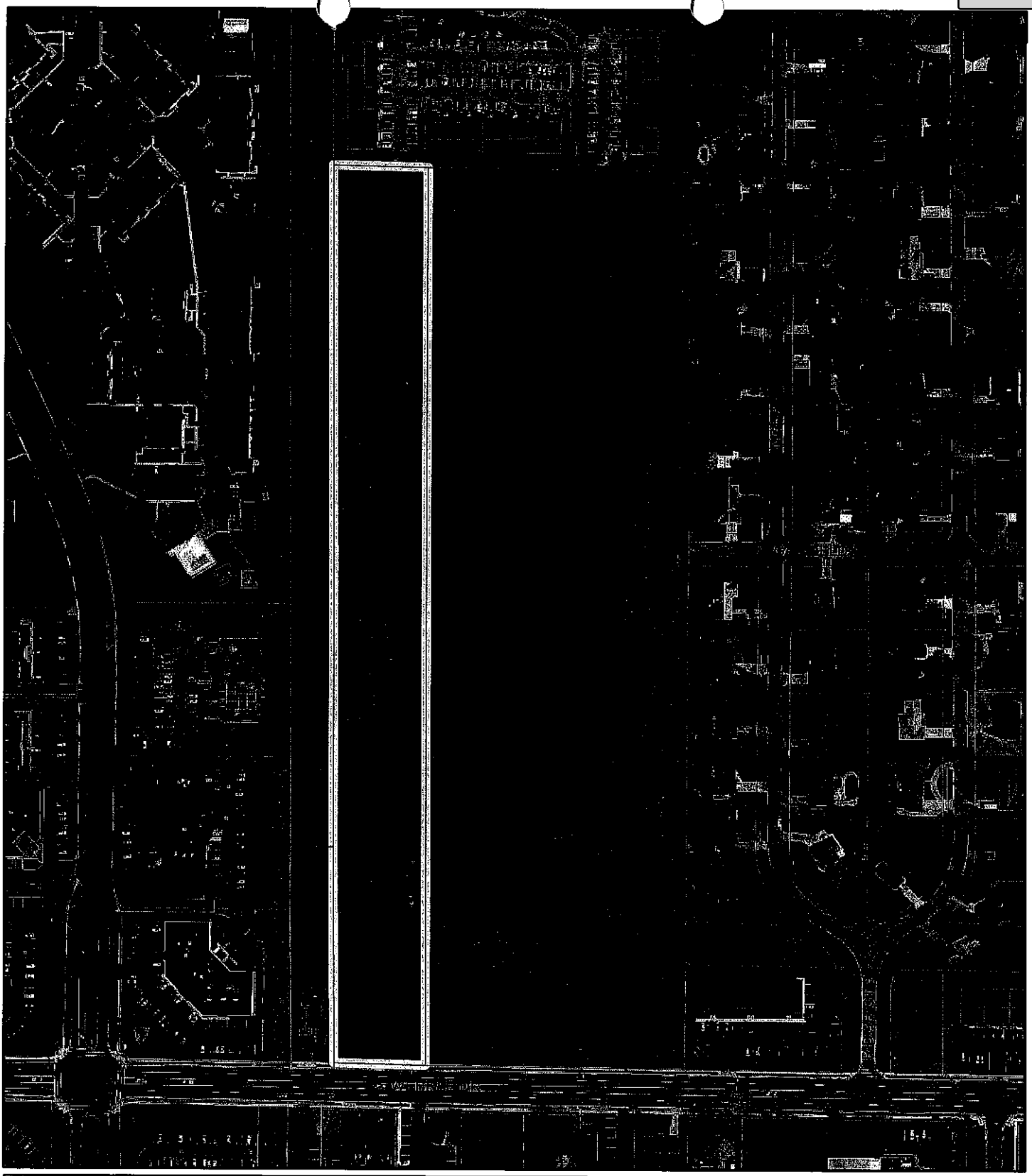
Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)



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
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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
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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*

RECEIVED
MAR 01 2021
TOWN OF AMHERST
PLANNING DEPT.

RECEIVED
FEB 24 2021
TOWN ATTORNEY

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

MEMORANDUM February 23, 2021

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
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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: ES/Stanley Sliwa **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

4

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
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Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way
Integrated Review Coordinator, ECDEP
BNIA

To: Ellen Kost
From: Dave Marrano
Subj: See Below
Date 2/25/21

Cc: C. Walfrond TV

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? 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
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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*

RECEIVED
FEB 24 2021
TOWN OF AMHERST
BUILDING DEPT

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

MEMORANDUM

February 23, 2021

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FEB 24 2021
TOWN OF AMHERST
PLANNING DEPT.

TO: Kathy Cooper, Deputy Town Clerk
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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: No 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: 06/21/21 07:00 PM
Department: Town Clerk
Initiated by: **Kathleen Cooper**
Co-Sponsored by:

DOC ID: 23380 **RESOLUTION 2021-514** **WITHDRAWN**

Chateau Terrace 'No Stopping' Restriction Removal

A public hearing to remove a 'No Stopping' zone on the east side of Chateau Terrace between Main Street and Chateau Terrace South.

> "The 'No Stopping' restriction is hereby removed on the east side of Chateau Terrace for a total distance of 510 feet south of the southern curb line of Chateau Terrace South to a point 93 feet north of the northern Main Street curb line."

6/21/2021
Supervisor Kulpa motioned to withdraw, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

RESULT:	**WITHDRAWN**

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Councilmembers
Initiated by: **Jacqualine Berger**
Co-Sponsored by:

DOC ID: 23412 **RESOLUTION 2021-515** **ADOPTED**

Gas Meter Repair

WHEREAS, a four gas multi meter is used to detect hazardous gases; and

WHEREAS, the Amherst Fire Safety Division responds to emergency situations that at times requiring air monitoring within a fire scene; and

WHEREAS, this meter, currently malfunctioning, is the standard meter used by many town departments thus allowing for ease of use and calibration.

NOW, THEREFORE BE IT RESOLVED, that the Amherst Town Board approves the repair of a GMI Multi Gas Meter from Avoidable Alarm Fund T-2999.4002, for the health and safety of Amherst Fire Safety Division.

6/21/2021
Consent

FINANCIAL IMPACT:

A cost not to exceed $250.00 on State Bid from Dival Safety.

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

DiVAL Safety & Supplies for Life

The #1 Name in Safety & Industrial Supplies

DiVal Safety Equipment, Inc. • 1721 Niagara Street • Buffalo, New York 14207 • Tol 800.343.1354 • Tel 716.874.9060 • Fax 716.874.4686

Repair Estimate

Bill to: TOWN OF AMHERST BLDG DEPARTMNT
5583 MAIN STREET
WILLIAMSVILLE NY 14221

Ship to: TOWN OF AMHERST BLDG DEPARTMNT
5583 MAIN STREET
WILLIAMSVILLE NY 14221

CUSTOMER NUMBER	CONTACT	PRINT DATE
10343	BRYAN PARNELL	6/15/21

ORDER NUMBER	CUSTOMER PURCHASE ORDER	SALES REPRESENTATIVE	INSTRUCTIONS
G3511 00	PENDING	119 KELLY SILVESTRI	

Ordered	Shipped	B.O.	U/M	Item and Description	Unit Price	Extended Price
1	1		EA	RPRGASDET Repair Gas Detector Ticket 121017	$.00000	$.00
				TICKET: 121017 **MANUFACTURER: DETCON INC.** **MODEL: PS200** **SERIAL NUMBER: 370480**		
				ISSUE: O2 SENSOR REPLACEMENT FINDINGS: POWERED ON METER AND IT SHOWED O2 SENSOR ON ERROR. SPAN CALIBRATED REMAINING SENSORS AND ALL OTHERS DID PASS. PUMP RESPONDS WELL WHEN BLOCKED. WILL NEED NEW O2 SENSOR IN METER.		
1	1		HR	GDRL Gas Monitor Calibration/Repair S/N 370480	$92.00000	$92.00
1	1		EA	64066 GMI O2 sensor for PS200 gas meter PRICING REFLECTS NYS HIRES PC69018	$91.80000	$91.80

REPAIR ESTIMATE - Not an Invoice

Subtotal		Total
$183.80	.000	**$183.80**

Attachment: RESOLUTION Attach Dival Repair Estimate gas meter 20210621 (RES-2021-515 : Gas Meter Repair)

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Town Attorney
Initiated by: **Ann Demopoulos**
Co-Sponsored by:

DOC ID: 23414 A **RESOLUTION 2021-516** **ADOPTED**

Request Public Hearing - Abandonment and Sale of South Linden Street

AGENDA ITEM : JUNE 21st, 2021

TO: **Town Board**

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

DATE: **June 16, 2021**

RE: **Schedule Public Hearing**
Abandonment and Sale of S. Linden Street (Paper Street)

At its meeting held June 7th, 2021, the Town Board authorized the abandonment and sale of S. Linden Street (2021-469). In furtherance of that authorization, kindly adopt a resolution scheduling a Public Hearing for August 9th, 2021 at 7:00 p.m. to serve as notice to any and all interested parties of the Town's intention to sell the abandoned street.

Thank you.

AD:NMB:hs
c: Kathy Cooper, Deputy Town Clerk
(**Agenda Item : June 21st, 2021**)
Dan Howard, Director of Planning
Ellen Kost, AICP, Assistant Planning Director
Patrick G. Lucey, Superintendent of Highways

6/21/2021
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: 06/21/21 07:00 PM
Department: Town Attorney
Initiated by: **Nicole M. Burroughs**
Co-Sponsored by:

DOC ID: 23411 **RESOLUTION 2021-517** **ADOPTED**

License Agreement - 272 N. Rockingham Way (Lipsitz) (CRS #2701)

AGENDA ITEM : JUNE 21st, 2021

TO: **Town Board**

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

DATE: **June 16, 2021**

RE: **Request for License Agreement (CRS #2701)**
Installation of In-Ground Pool, Concrete Fire Pit and Shed
Property Located At:
272 N. 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 an in-ground pool, concrete fire pit and shed 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 21st, 2021**)
Tim Lucey, General Crew Chief, Highway Department (*w/attachment*)

6/21/2021
Consent

FINANCIAL IMPACT:

$230.00 - Costs Responsibility of Resident/Homeowner

$150.00 - License Agreement; $80.00 ECCO Filing Fee

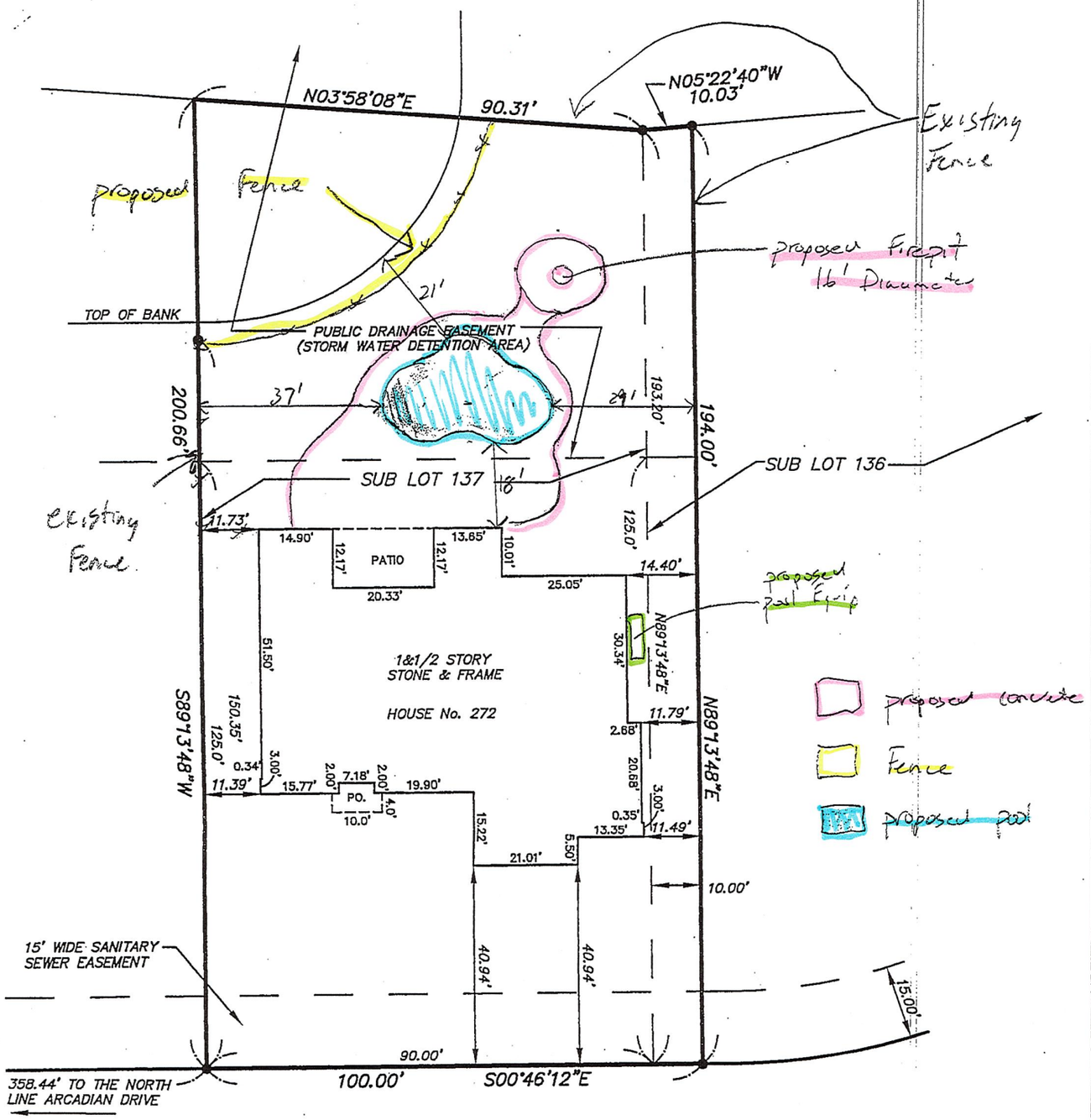
Revenue - A5010.02724

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

NO[illegible]AUTHORIZED ALTERATION OR ADDITION TO THIS DOC[illegible]NT IS A VIOLATION OF SECTION 7209 PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

NOTE: THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.

● SET OR EX. 5/8" REBAR



NORTH ROCKINGHAM *(50.0' WIDE)* WAY

FLOOD ZONE AE NGVD 1929 VERTICAL DATUM

100 YEAR FLOOD ELEVATION	579.0
ELEVATION ℄ OF PAVEMENT	578.87
ELEVATION ℄ OF LOT	579.4
TOP OF FOUNDATION WALL	581.77
TOP OF FOOTER	573.77
FINISHED BASEMENT FLOOR	574.10
FINISHED GARAGE FLOOR	581.24
LOWEST ARCH. OPENING	581.11
LOWEST ADJACENT FINISHED GRADE	580.3
LOWEST MECHANICAL ELEVATION	X

SURVEY OF
SUB LOT 137 & PART OF SUB LOT 136
MAP COVER 3333
LAKE FOREST NORTH, PHASE 3
BEING PART OF LOT 51, TOWNSHIP 13, RANGE 7
HOLLAND LAND SURVEY
TOWN OF AMHERST, ERIE COUNTY, NEW YORK

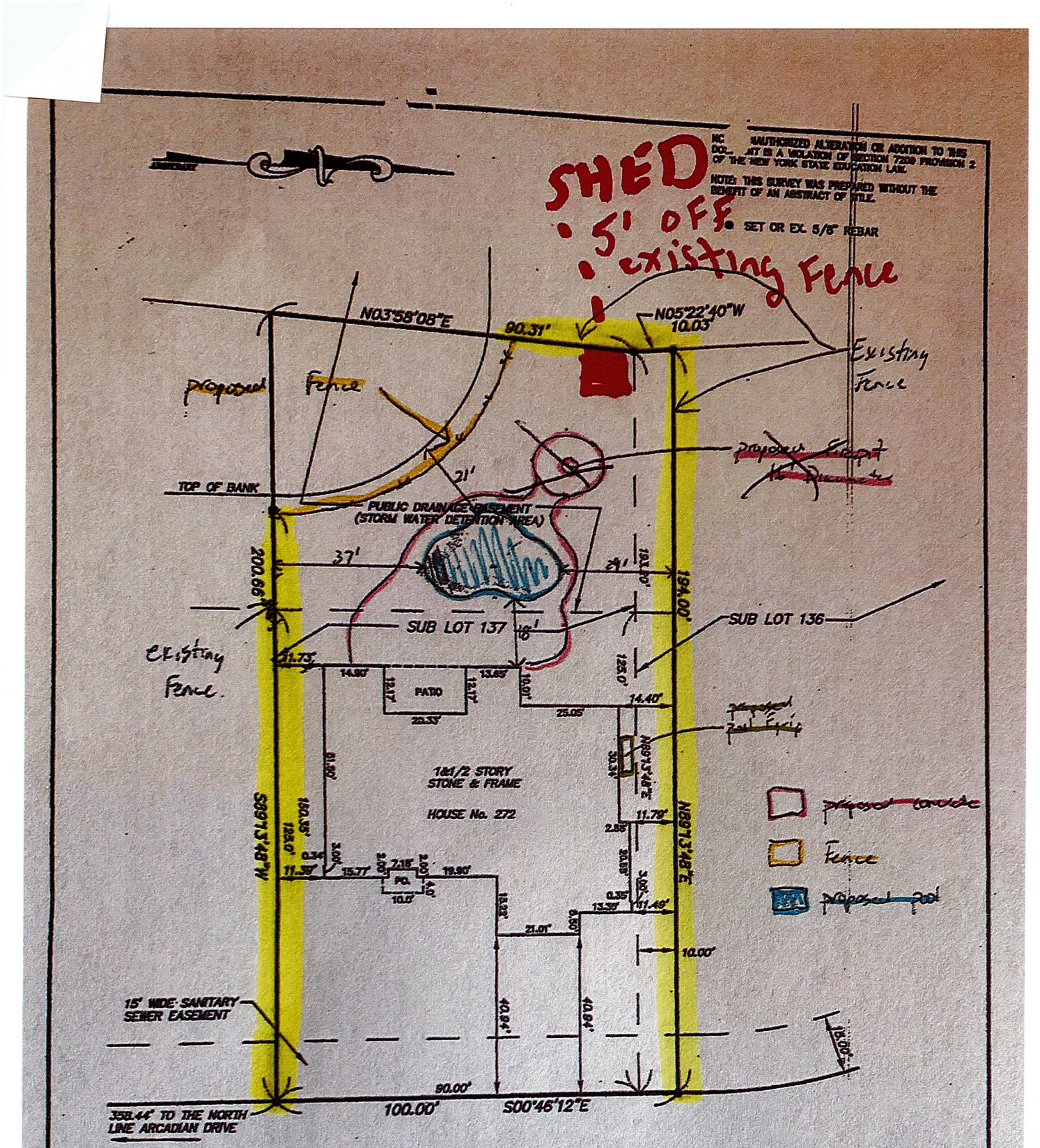
DATE	REVISION/TYPE
12/27/07	HOUSE LOCATION & FLOOD ELEVATIONS
12/26/07	FOUNDATION LOCATION

GPI ENGINEERING & SURVEYING, LLP
FORMERLY PRATT & HUTH ASSOCIATES, LLP
ENGINEERING • SURVEYING • PLANNING
4950 GENESEE STREET, SUITE 165
BUFFALO, NEW YORK 14225
(716) 633-4844 FAX 633-4940

Job No. 2980-137 Date: DECEMBER 18, 2006
Scale 1" = 30' Tax No.

Exhibit "A"

Attachment: 272NRockinghamWayExA-06162021102628 (RES-2021-517 : License Agreement - 272 N.



FLOOD ZONE AE NGVD 1929 VERTICAL DATUM

100 YEAR FLOOD ELEVATION	579.0
ELEVATION ℄ OF PAVEMENT	578.87
ELEVATION ℄ OF LOT	579.4
TOP OF FOUNDATION WALL	581.77
TOP OF FOOTER	573.77
FINISHED BASEMENT FLOOR	574.10
FINISHED GARAGE FLOOR	581.24
LOWEST ARCH. OPENING	581.11
LOWEST ADJACENT FINISHED GRADE	580.3
LOWEST MECHANICAL ELEVATION	X

Road

SURVEY OF
SUB LOT 137 & PART OF SUB LOT 136
MAP COVER 3333
LAKE FOREST NORTH, PHASE 3
BEING PART OF LOT 51, TOWNSHIP 13, RANGE 7
HOLLAND LAND SURVEY
TOWN OF AMHERST, ERIE COUNTY, NEW YORK

DATE	REVISION/TYPE
5/27/07	HOUSE LOCATION & FLOOD ELEVATIONS
1/28	[illegible]

GPI ENGINEERING & SURVEYING, LLP
FORMERLY PRATT & HUTH ASSOCIATES, LLP
ENGINEERING · SURVEYING · PLANNING
4820 GENESEE STREET, SUITE 105
BUFFALO, NEW YORK 14225
(716) 633-4844 FAX 633-4940

Job No. 2980-137 Date: DECEMBER 18, 2006
Scale 1" = 30' Tax No.

Attachment: 272NRockinghamWayExB-06162021102640 (RES-2021-517 : License Agreement - 272 N. it "

Attachment: 272NRockinghamWayLicAg-06162021104312 (RES-2021-517 : License Agreement - 272 N. Rockingham Way (Lipsitz) (CRS# 2701))

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

Ruth Lipsitz
272 N. Rockingham Way
Amherst, New York 14228
SBL: 27.07-2-38.1

Parties of the Second Part hereinafter referred to as the "Owners."

WITNESSETH:

WHEREAS, the Owners are presently the owners of following described premises:

All of that tract or parcel of land situate in the Town of Amherst, County of Erie, and State of New York, being part of Lot No. 51, 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. 3333 is known as Subdivision Lot No. 137.

It is more commonly known as:

272 N. Rockingham Way
Amherst, New York 14228
SBL: 27.07-2-38.1

WHEREAS, the Town became the holder of a Public Drainage Easement as shown on the Subdivision Map filed in the Erie County Clerk's Office under Cover No. 3333. Said public drainage easement is shown on the surveys attached hereto as Exhibit "A" and Exhibit "B;"

WHEREAS, the Owners are desirous of utilizing a portion of the aforementioned easement area:

To install an in-ground pool, cement fire pit, fence and shed that will encroach into the public drainage easement;

as shown on sketches labeled Exhibit "A" and Exhibit "B" attached hereto and made a part hereof. Said in-ground pool, cement fire pit, fence and shed are to be constructed in accordance with the guidelines above and as more fully detailed on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

WHEREAS, the intended use as hereinafter provided does not interfere with the municipal purpose of which said Public Drainage Easement was acquired.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) paid to the Town, the receipt whereof is hereby acknowledged, and the covenants and promises hereinafter set forth the parties agree as follows:

The Town does hereby grant to the Owners, his/her successors, distributees and assigns a license and/or privilege to install, maintain, and use a portion of the Public Drainage Easement area as shown on Exhibit "A" and Exhibit "B," subject to the following conditions:

a. There shall not be installed or placed devices, equipment or structures within the said easement area without prior approval of the Town;

b. The use of said license in the Public Drainage Easement area shall not interfere or restrict the operation, maintenance, repair and/or reconstruction of the Public Drainage Facilities;

c. If it becomes necessary to remove said encroachment(s) for the purpose of repair and/or reconstruction of the Public Drainage facilities, the cost of the removal and reinstallation of said improvements shall be at the expense of the Owners, his/her successors, distributees and assigns.

d. If at any time the Public Drainage facilities are exposed, unearthed or damaged, the Town shall be promptly notified and allowed inspection of the easement areas.

e. Owners acknowledge and accept all consequences, including, but not limited to, damage to any and all structures/fixtures/assemblies that encroach into the easement area as a result of a high water event.

Attachment: 272NRockinghamWayLicAg-06162021104312 (RES-2021-517 : License Agreement - 272 N. Rockingham Way (Lipsitz) (CRS# 2701))

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 21st 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 fence and shed 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

Ruth Lipsitz

Ruth Lipsitz

Attachment: 272NRockinghamWayLicAg-06162021104312 (RES-2021-517 : License Agreement - 272 N. Rockingham Way (Lipsitz) (CRS# 2701))

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 21st 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 **fence and shed (see footer for amendment as error was noted after homeowner had already signed document)** 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

_____

Ruth Lipsitz

***Structures included in Easement Area encroachment amended to correctly reflect all of the following: in-ground pool, cement fire pit, fence and shed**

Attachment: 272NRockinghamWayLicAg-06162021104312 (RES-2021-517 : License Agreement - 272 N. Rockingham Way (Lipsitz) (CRS# 2701))

STATE OF NEW YORK }
ERIE COUNTY }SS:

On the _____day of June 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 11th day of June in the year 2021 before me, the undersigned, personally appeared, **Ruth Lipsitz**, 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.

Kristine M. Emerson
Notary Public

KRISTINE M. EMERSON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01EM4975032
Qualified in Erie County
Commission Expires Nov. 26 20 22

Lipsitz, Ruth
License Agreement - 272 N. Rockingham Way
TBA : 6.21.2021

Attachment: 272NRockinghamWayLicAg-06162021104312 (RES-2021-517 : License Agreement - 272 N. Rockingham Way (Lipsitz) (CRS# 2701))

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Town Clerk
Initiated by: **Francina J. Spoth**
Co-Sponsored by:

DOC ID: 23418 **RESOLUTION 2021-518** **ADOPTED**

Amusement License - the Financial Guys

Request by The Financial Guys for a First Class Amusement License for July 22, 2021 from 5 PM - 9 PM. Supervising Code Enforcement Officer recommends a fee of $50.

The Building Department recommends the following conditions:

1. That all fire lanes be kept clear at all times.
2. For any tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
3. All temporary power must be code complaint.
4. Bathroom facility must be made available and accessible.
5. Off street parking must be available and on site accessible parking must be maintained.
6. Vehicle impact protection must be provided for the guest area.
7. Fire Department access must be maintained at all times in the event of an emergency.
8. Food Trucks must have a current town inspection for "Mobile Food Vehicle".
9. Events with 1,000 guests or more will require "Crowd Managers" per the 2020 FCNYS.
10. The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

6/21/2021
Consent

FINANCIAL IMPACT:

Income to the Town.

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

TOWN OF AMHERST
BUILDING DEPARTMENT

INTER-DEPARTMENTAL CORRESPONDENCE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080
FAX: (716) 631-7192

Mark S. Berke, P.E.
Commissioner of Building

Agenda Item

DATE: June 15, 2021

TO: Town Board

FROM: Douglas Gesel, Supervising Code Enforcement Officer

RE: Amusement License for 305 Spindrift Dr, The Financial Guys

In response to the Amusement License Application dated June 10, 2021, from Kelsey Rebmann, I recommend the approval of his request for First Class outdoor events at the above noted address.

The fee for such an event is set be the Town Board, the fee can be from $5.00 to $50.00 per day, or fraction thereof.

With the event being one day July 22, 2021 from 5:00pm until 9:00pm in the rear parking lot of the address noted above, I would recommend a fee of $50.00.

I would recommend that the following conditions be stated:

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

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

Doug Gesel

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

Attachment: DOC061621-06162021110820 (RES-2021-518 : Amusement License - the Financial Guys)

Koller, Timothy

From: Michael Camilleri <[redacted]>
Sent: Monday, June 14, 2021 7:47 AM
To: Koller, Timothy
Subject: Re: Amusement License - The Financial Guys

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.

On Mon, Jun 14, 2021 at 7:28 AM Michael Camilleri <[redacted]> wrote:
Good morning Tim.

As long as the event is not exempt from the town noise ordinance and they follow any COVID-19 restrictions that are in place at the time of the event, I do not see any issues with this.

Thank you.

--
Assistant Chief of Police Michael Camilleri
Town of Amherst Police Department
500 JJ Audubon Pwy
Amherst, NY 14228

---------- Forwarded message ---------
From: **Koller, Timothy** <tkoller@amherst.ny.us>
Date: Thu, Jun 10, 2021 at 1:42 PM
Subject: Amusement License - The Financial Guys
To: Gesel, Doug <DGesel@amherst.ny.us>, Parnell, Bryan <BPARNELL@amherst.ny.us>, Lynch, Melissa <[redacted]>, Chamberlin, Scott <[redacted]>

MEMORANDUM

Date: June 10, 2021

To: Scott Chamberlin, Chief of Police, Doug Gesel, Supv. Code Enforcement Officer & Bryan Parnell, Senior Fire Inspector

From: Timothy Koller, Deputy Town Clerk

Re: Amusement License

Attached is an application from The Financial Guys, to hold a one day event on July 22, 2021 for a client

Attachment: DOC061621-06162021110820 (RES-2021-518 : Amusement License - the Financial Guys)

Town of Amherst
Amusement License Application

Organization or Resident: The Financial Guys

Address of Event: 305 Spindrift Drive, Williamsville, NY 14221

Describe Event: Client appreciation Event w/ band and Food trucks

List All Dates: 7/22/2021 - Thursday
day/month/year & day of week

Number of Occasions: 1 (one)

Time (Start & End): 5:00 - ~~12:00pm~~ 9:00pm

PLEASE ATTACH A SITE PLAN WITH DESIGNATED AREA FOR EVENT

Name of Organizer Kelsey Rohmann

Address 305 Spindrift Dr, Williamsville, NY 14221

Phone Number 716-633-1515

Signature of Organizer Kelsey Rohmann

Date 6/7/21

Office use only:
Submitted to Police & Building _____
Fee determined by Town Board _____
Business or Resident notified _____
Payment Rcvd _____
License issued and mailed out _____

Attachment: DOC061621-06162021110820 (RES-2021-518 : Amusement License - the Financial Guys)



Attachment: DOC061621-06162021110820 (RES-2021-518 : Amusement License - the Financial Guys)

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

Francina J. Spoth
Town Clerk

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

DOC ID: 23427 **RESOLUTION 2021-519** **ADOPTED**

Fireworks Permit - Transit Valley Country Club

Request for fireworks permit on July 4, 2021 at dusk at Transit Valley Country Club, 8920 Transit Road with the following conditions:

1. That the spectators, parking areas and dwelling be 350 feet from the fireworks discharge location for vertical mortars. (max. 5 inch shells).
2. That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
3. That the trajectory of shells shall not come within 25 feet of overhead objects.
4. 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.
5. 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.
6. Display shall follow NFPA 1123-2018 & IFC 2018.
7. Display must be completed by 11 PM.

6/21/2021
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

BRIAN P. ANDRZEJEWSKI, P
Commissioner of Building

Memorandum

DATE: June 17, 2021

TO: Francina Spoth, Town Clerk

FROM: Bryan W. Parnell, Senior Fire Inspector

RE: Fireworks Display – Transit Valley Country Club 8920 Transit Road

DATE & TIME: Sunday July 4, 2021 @ Dusk

All items required on the application appear to be in order. Therefore, we hereby recommend the approval of this application with the following conditions.

1) That the Spectators, parking areas and dwellings be 350 feet from the fireworks discharge location for vertical mortars. (max. 5 inch shells)
2) That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
3) That the trajectory of shells shall not come within 25 feet of overhead objects.
4) 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
5) 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.
6) Display shall follow NFPA 1123-2018 & IFC 2018.
7) Display must be completed by 11 PM.

Bryan W. Parnell

Senior Fire Inspector
Fire Safety Division

X:\DOCS\BWP\fireworks display\2021\8290 Transit - Transit Valley CC 7-4-2021.docx

Attachment: DOC061721-06172021091618 (RES-2021-519 : Fireworks Permit - Transit Valley Country Club)

TOWN OF AMHERST
BUILDING DEPARTMENT
DIVISION OF FIRE SAFETY
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7142

FIRE PREVENTION / OPERATING PERMIT

APPLICATION DATE	DATE ISSUED	EXPIRATION DATE	PERMIT NUMBER
06/17/2021	**06/17/2021**	**12/17/2021**	**FP-2021-0057**

APPLICANT	ADDRESS	PHONE NUMBER
Transit Valley Country Club	**8920 Transit Rd E Amherst**	

LOCATION OF ACTIVITY: YOUNG EXPLOSIVES CORP - (SITE) 8920 Transit Rd, Amherst, NY

THE ABOVE NAMED INDIVIDUAL/BUSINESS HEREBY MAKES APPLICATION TO CONDUCT THE FOLLOWING ACTIVITY PER CHAPTER 83 OF THE BUILDING CONSTRUCTION ADMINISTRATION CODE OF THE TOWN OF AMHERST. AND FOR THE KEEPING, STORAGE, OCCUPANCY, USE, SALE, HANDLING, OR MANUFACTURE OF THE FOLLOWING: (STATE QUANTITIES NORMALLY TO BE STORED, HOW STORED, OR USED GIVING AMOUNTS FOR EACH KIND OR CATEGORY.)

Fireworks display on Sunday July 4 @ Dusk

display must follow NFPA 1123 & IFC

Requirements attached

IN ACCORDANCE WITH THE FIRE PREVENTION CODE OR NFPA SECTION(S):

APPROVED BY FIRE OFFICIAL	DATE	FEE PAID
	06/17/2021	**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: DOC061721-06172021091618 (RES-2021-519 : Fireworks Permit - Transit Valley Country Club)

Town of Amherst
5583 Main St.
Williamsville, NY 14221

* * * RECEIPT * * *

Date: 06/16/21 **Receipt#:** 220090

Quantity	Transactions	Reference	Subtotal
1	Fire Prevention/Fireworks	July 4, 2021	$100.00

Total Paid: $100.00

Notes:

Payment Type	Amount	Paid By
CK #31778	$100.00	Transit Valley Country Club

Name: Transit Valley Country Club
8920 Transit Rd
E. Amherst, NY 14051

Clerk ID: EPK

Internal ID: July 4, 2021

Attachment: DOC061721-06172021091618 (RES-2021-519 : Fireworks Permit - Transit Valley 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: Transit Valley Country Club

   Young Explosives Corp.
2. Date and time of day at which the display is to be held: Add reason for display: wedding, corporate event etc.

   Sunday July 4, 2021 at dusk
3. Exact location planned for the display:

   Transit Valley Country Club grounds, 8920 Transit Road, East Amherst, NY 14051
4. Age, experience and physical characteristics of individuals who are to discharge fireworks:

   Jim Young: Male 66ys PR-75 Exp 10/21

   Robert Koch: male over 18
5. Number and kind of fireworks to be discharged (include largest shell size):

   approx. 500 misc. 1.3G & 1.4G shells; Largest shell 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".

Date: June 15, 2021

Transit Valley Country Club
Company, Corporation or Individual

By: Mark M Gutchenritter

STATE OF NEW YORK
Erie COUNTY
TOWN OF _____

Sworn to before me this 15 day of June

Notary Public

Notary Public
State of New York
Qualified in Niagara County
KRISTA A. GRIFFIN
My Commission expires on 10/18/21

Attachment: DOC061721-06172021091618 (RES-2021-519 : Fireworks Permit - Transit Valley Country Club)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	**6-NY-069-21-1K-00338**
Chief, Federal Explosives Licensing Center (FELC)	Christopher R. Reeves	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 1
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 license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **YOUNG EXPLOSIVES CORP**

Business Name:

License/Permit Number: **6-NY-069-21-1K-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: DOC061721-06172021091618 (RES-2021-519 : Fireworks Permit - Transit Valley Country Club)

STATE OF NEW YORK
DEPARTMENT OF LABOR

DIVISION OF
SAFETY AND HEALTH

LICENSE TO DEAL IN OR MANUFACTURE EXPLOSIVES

Expires: 2/28/2022

Young Explosives Corporation
PO Box 18663
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: DOC061721-06172021091618 (RES-2021-519 : Fireworks Permit - Transit Valley 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

1b. Business Telephone Number of Insured
(585) 394-1783

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*

1c. Federal Employer Identification Number of Insured or Social Security Number
160900107

2. Name and Address of Entity Requesting Proof of Coverage
(Entity Being Listed as the Certificate Holder)
YOUNG EXPLOSIVES CORPORATION
PO BOX 18653
ROCHESTER, NY 14618

3a. Name of Insurance Carrier
New York State Insurance Fund (NYSIF)

3b. Policy Number of Entity Listed in Box "1a"
DBL 6163 63 - 9

3c. Policy effective period
04/01/2021 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: DOC061721-06172021091618 (RES-2021-519 : Fireworks Permit - Transit Valley 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: DOC061721-06172021091618 (RES-2021-519 : Fireworks Permit - Transit Valley 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: DOC061721-06172021091618 (RES-2021-519 : Fireworks Permit - Transit Valley Country Club)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/2/2021

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
Britton Gallagher
One Cleveland Center, Floor 30
1375 East 9th Street
Cleveland OH 44114

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100 **FAX (A/C, No):** 216-658-7101
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest National Insurance Company	10120
INSURER B : Axis Surplus Insurance Company	26620
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Young Explosives Corporation
P.O. Box 18653
Rochester NY 14618

COVERAGES **CERTIFICATE NUMBER:** 1551443655 **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? 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	$ $ $
	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): Sunday July 4, 2021
Location: Country Club Grounds
Additional Insured: Transit Valley Country Club; Town of Amherst
Group Code: Certificate#0101

CERTIFICATE HOLDER
Transit Valley Country Club
8920 Transit Road
East Amherst NY 14051

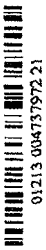
CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: DOC061721-06172021091618 (RES-2021-519 : Fireworks Permit - Transit Valley Country Club)





DMV# 230388215
EYES BRO
HAIR BRO
HGT 6' 1"

IF FOUND, RETURN TO:
NYSDOL - L&C UNIT
ROOM 161 BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

STATE OF NEW YORK - DEPARTMENT OF LABOR
PYROTECHNICIAN CERTIFICATE OF COMPETENCE

N.Y.S



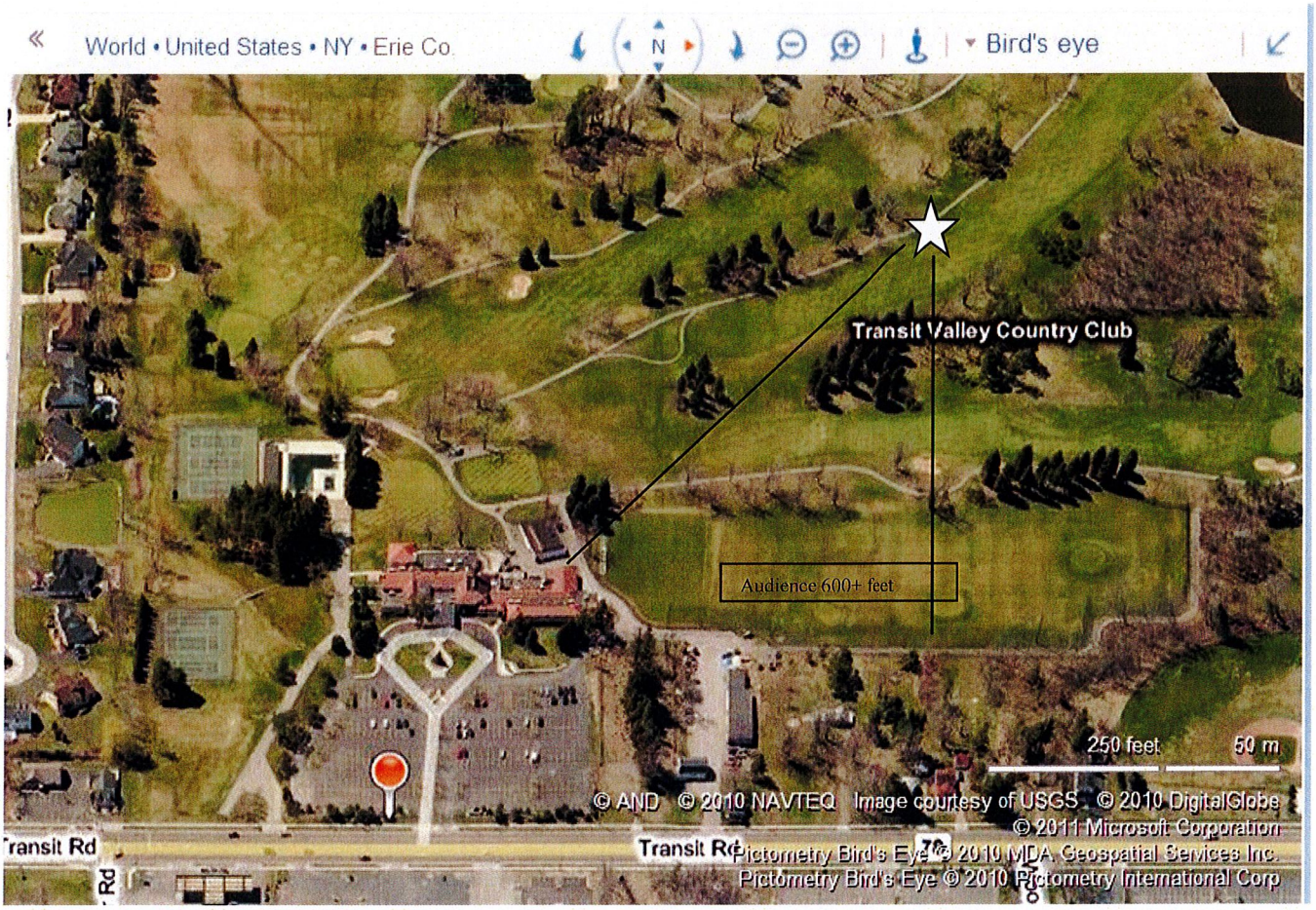
JAMES R YOUNG

CLASS: A
ANY DISPLAY

THIS CARD MUST BE CARRIED
WHEN USING PYROT CERT# PR-75
EXPIRES 10/21

NYC & NYS CERTIFICATIONS REQUIRED IN NYC

Attachment: DOC061721-06172021091618 (RES-2021-519 : Fireworks Permit - Transit Valley Country Club)



Transit Valley Country Club

Normal Summer site

8920 Transit Rd
East Amherst

Attachment: DOC061721-06172021091618 (RES-2021-519 : Fireworks Permit - Transit Valley Country Club)

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

Francina J. Spoth
Town Clerk

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

DOC ID: 23428 **RESOLUTION 2021-520** **ADOPTED**

Fireworks Permit - Country Club of Buffalo

Request for fireworks permit on July 4, 2021 at dusk at Country Club of Buffalo, 250 Youngs Road with the following conditions:

1. That the spectators, parking areas and dwelling be 350 feet from the fireworks discharge location for vertical mortars. (max. 5 inch shells).
2. That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
3. That the trajectory of shells shall not come within 25 feet of overhead objects.
4. 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.
5. 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.
6. Display shall follow NFPA 1123-2018 & IFC 2018.
7. Display must be completed by 11 PM.

6/21/2021
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

BRIAN P. ANDRZEJEWSKI, P.
Commissioner of Building

Memorandum

DATE: June 17, 2021

TO: Francina Spoth, Town Clerk

FROM: Bryan W. Parnell, Senior Fire Inspector

RE: Fireworks Display – Country Club of Buffalo 250 Youngs Road

DATE & TIME: Sunday July 4, 2021 @ Dusk

All items required on the application appear to be in order. Therefore, we hereby recommend the approval of this application with the following conditions.

1) That the Spectators, parking areas and dwellings be 350 feet from the fireworks discharge location for vertical mortars. (max. 5 inch shells)
2) That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
3) That the trajectory of shells shall not come within 25 feet of overhead objects.
4) 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
5) 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.
6) Display shall follow NFPA 1123-2018 & IFC 2018.
7) Display must be completed by 11 PM.

Bryan W. Parnell

Senior Fire Inspector
Fire Safety Division

X:\DOCS\BWP\fireworks display\2021\8290 Transit - Transit Valley CC 7-4-2021.docx

Attachment: DOC061721-06172021095623 (RES-2021-520 : Fireworks Permit - Country Club of Buffalo)

TOWN OF AMHERST
BUILDING DEPARTMENT
DIVISION OF FIRE SAFETY
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7142

FIRE PREVENTION / OPERATING PERMIT

APPLICATION DATE	DATE ISSUED	EXPIRATION DATE	PERMIT NUMBER
06/17/2021	**06/17/2021**	**12/17/2021**	**FP-2021-0058**

APPLICANT	ADDRESS	PHONE NUMBER
Country Club of Buffalo	**250 Youngs Rd Williamsville**	

LOCATION OF ACTIVITY: Youngs Explosives Corporation - (SITE) 250 Youngs Rd, Amherst, NY

THE ABOVE NAMED INDIVIDUAL/BUSINESS HEREBY MAKES APPLICATION TO CONDUCT THE FOLLOWING ACTIVITY PER CHAPTER 83 OF THE BUILDING CONSTRUCTION ADMINISTRATION CODE OF THE TOWN OF AMHERST. AND FOR THE KEEPING, STORAGE, OCCUPANCY, USE, SALE, HANDLING, OR MANUFACTURE OF THE FOLLOWING: (STATE QUANTITIES NORMALLY TO BE STORED, HOW STORED, OR USED GIVING AMOUNTS FOR EACH KIND OR CATEGORY.)

Fireworks display Sunday July 4, 2021 @ Dusk

Max 5 inch Shells

display must follow NFPA 1123 & IFC

IN ACCORDANCE WITH THE FIRE PREVENTION CODE OR NFPA SECTION(S):

APPROVED BY FIRE OFFICIAL	DATE	FEE PAID
	06/17/2021	**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: DOC061721-061720210956623 (RES-2021-520 : Fireworks Permit - Country Club of Buffalo)

Town of Amherst
5583 Main St.
Williamsville, NY 14221

* * * RECEIPT * * *

Date: 06/08/21 **Receipt#:** 219678

Quantity	Transactions	Reference	Subtotal
1	Fire Prevention/Fireworks	Country Club of E	$100.00
		Total Paid:	$100.00

Notes:

Payment Type	Amount	Paid By
CK #32433	$100.00	Young Explosives

Name: Young Explosives
PO Box 18653
Rochester, NY 14618

Clerk ID: EPK

Internal ID: Country Club of Buff

Attachment: DOC061721-06172021095623 (RES-2021-520 : Fireworks Permit - Country Club of Buffalo)

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: Country Club of Buffalo

   Young Explosives Corp.
2. Date and time of day at which the display is to be held: Add reason for display: wedding, corporate event etc.

   Sunday July 4, 2021 at dusk
3. Exact location planned for the display:

   250 Youngs Road, Williamsville per site map
4. Age, experience and physical characteristics of individuals who are to discharge fireworks:

   Jerry Behlau PR-597 exp 7/21

   Arnell Bradshaw over 18
5. Number and kind of fireworks to be discharged (include largest shell size):

   approx. 350 misc. 1.3G ; Largest shell 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".

Date:

Company, Corporation or Individual

James R Young on behalf of Country Club of Buffalo

By: James R. Young

STATE OF NEW YORK
Monroe COUNTY
TOWN OF Brighton

Sworn to before me this 3rd day of June 2021

Claudia Visca
Notary Public

CLAUDIA VISCA
Notary Public, State of New York
Qualified in Monroe County
Reg. No. 01VI6104902
My Commission Expires 02/02/2024

RECEIVED
JUN 17 2021
TOWN OF AMHERST
BUILDING DEPT

Attachment: DOC061721-06172021095623 (RES-2021-520 : Fireworks Permit - Country Club of Buffalo)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	6-NY-069-21-1K-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

ATF Form 5400.14/5400.15 Part 1
Revised October 2011

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

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spous or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license o 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: DOC061721-06172021095623 (RES-2021-520 : Fireworks Permit - Country Club of Buffalo)

STATE OF NEW YORK
DEPARTMENT OF LABOR

DIVISION OF
SAFETY AND HEALTH

LICENSE TO DEAL IN OR MANUFACTURE EXPLOSIVES

Expires: 2/28/2022

Young Explosives Corporation
PO Box 18553
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: DOC061721-06172021095623 (RES-2021-520 : Fireworks Permit - Country Club of Buffalo)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
YOUNG EXPLOSIVES CORP.
2165 NEW MICHIGAN ROAD
CANANDAIGUA, NY 14424

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:
- [x] A. Both disability and paid family leave benefits
- [ ] B. Disability benefits only
- [ ] C. Paid family leave benefits only

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 4/9/2021 By Melissa Jensen
(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: DOC061721-06172021095623 (RES-2021-520 : Fireworks Permit - Country Club of Buffalo)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Worker's Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits, and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: DOC061721-061720210956623 (RES-2021-520 : Fireworks Permit - Country Club of Buffalo)

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: DOC061721-061720210956623 (RES-2021-520 : Fireworks Permit - Country Club of Buffalo)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/2/2021

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:** 1375098465 **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	SIBGL00353-211	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? 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	 $ $ $
	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): Sunday July 4, 2021
Location: Below 18th hole on golf course grounds
Additional Insured: Country Club of Buffalo; Town of Amherst
Group Code: Certificate#0102

CERTIFICATE HOLDER

Country Club of Buffalo
240 North Youngs Road
Williamsville NY 14421

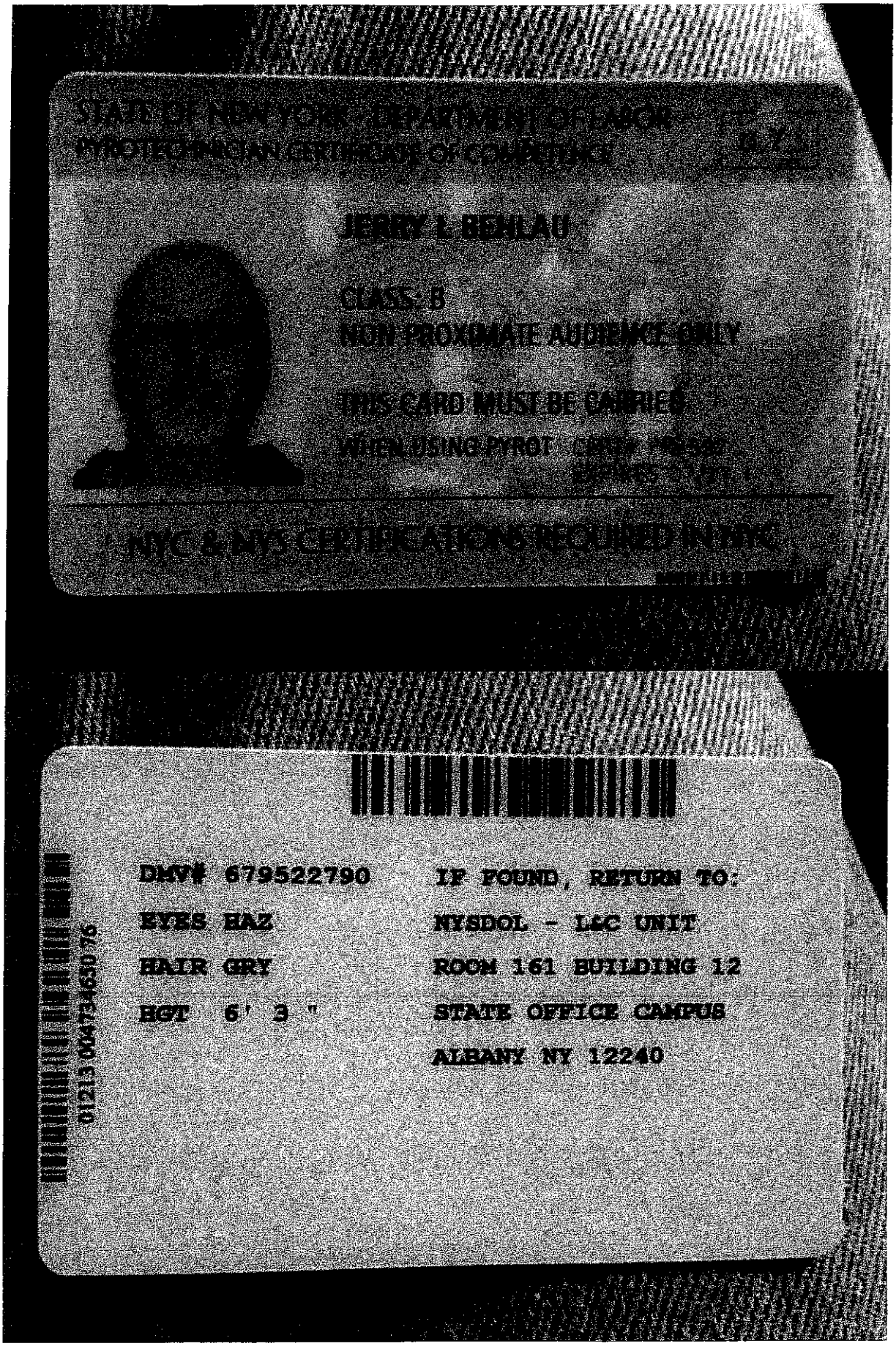
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

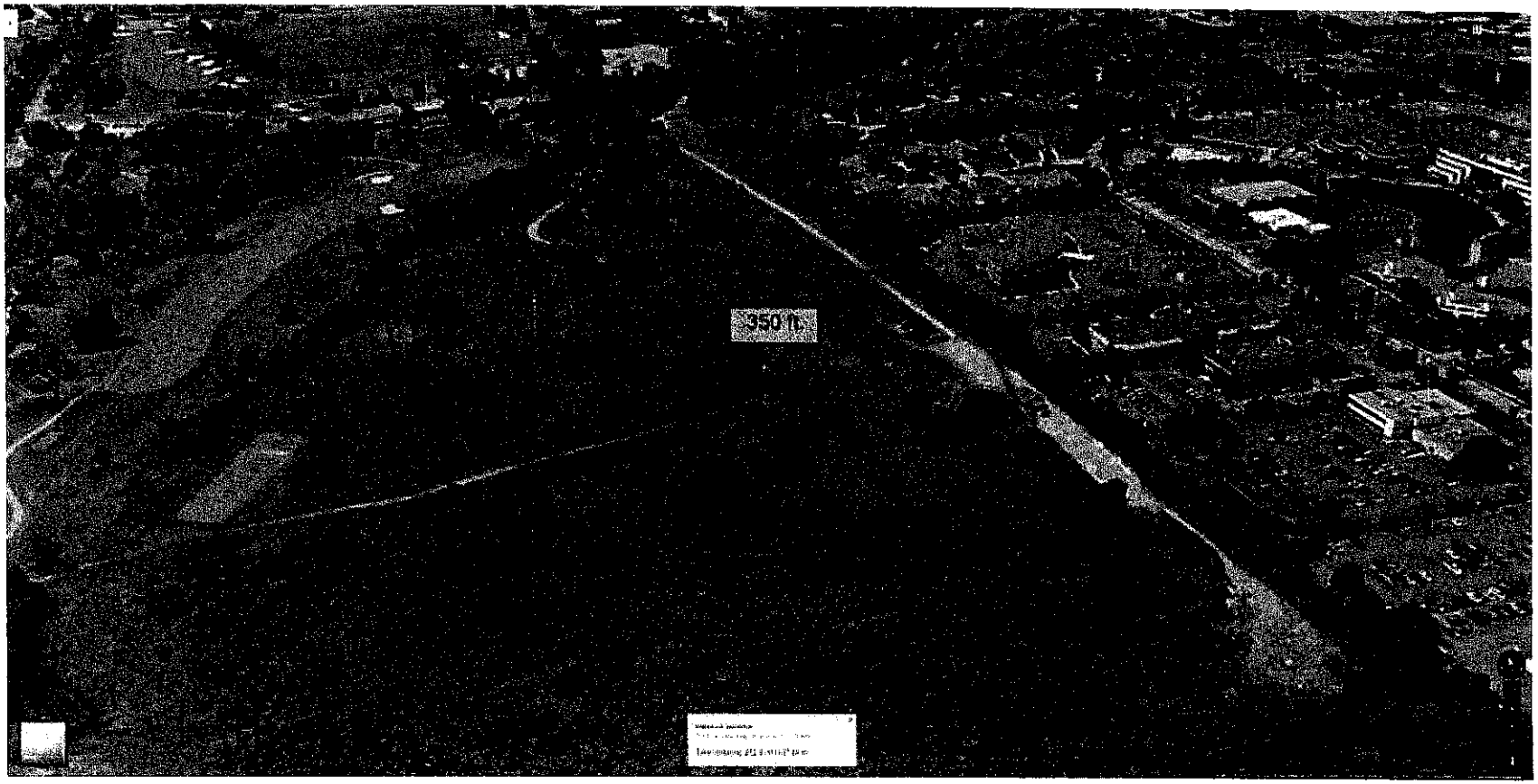
AUTHORIZED REPRESENTATIVE

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Attachment: DOC061721-061720210956623 (RES-2021-520 : Fireworks Permit - Country Club of Buffalo)



Attachment: DOC061721-06172021095623 (RES-2021-520 : Fireworks Permit - Country Club of Buffalo)



250 N Youngs Rd
Williamsville (Town of Amherst)

Attachment: DOC061721-06172021095623 (RES-2021-520 : Fireworks Permit - Country Club of Buffalo)

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

Francina J. Spoth
Town Clerk

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

DOC ID: 23367 **RESOLUTION 2021-521** **ADOPTED**

New Firefighters for East Amherst Fire Department

The East Amherst Fire Department has a new member who lives in the Town of Amherst and resides outside of the Fire District:

Dylan Utz
164 Presido Place
Williamsville, NY 14221

They also have a re-activated member who lives in the Town of Clarence and resides within the East Amherst Fire District:

Scott Piel
8125 Clarence Center Road
East Amherst, NY 14051

6/21/2021
Consent

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

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: DYLAN UTZ

Applicant Home Address: 164 PRESIDO PLACE, Williamsville, NY 1422

Under penalty of perjury I, Dylan UTZ affirm I am an applicant to be a member of the, EAST AMHERST FIRE DEPT (fire dept.) and my address of residence is listed above.

☐ My address is in the fire distract I've applied to or territory which is afforded protection by the fire department of the fire district or fire company pursuant to contract.

☒ My address is outside the district or territory that provides protection by the fire district or company, but is in the vicinity of my occupation, in which I will be able to render active service as a volunteer. My occupation address is:

N/A

Signature of Applicant: [signature]

I have verified the applicant's address or employment, where applicable, by examining their driver's license or other suitable document such as a utility bill, lease or pay stub.

Signature: [signature]

Title: PRESIDENT

Date: 6-7-2021

Submit this completed form to:
Amherst Town Clerk
5583 Main Street
Williamsville, NY 14221

Attachment: Utz, Dylan residency form 6.7.21 (RES-2021-521 : New Firefighters for East Amherst Fire Department)

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Scott Piel

Applicant Home Address: 8125 Clarence Center Road E. Amherst, NY 14051

Under penalty of perjury I, Scott Piel affirm I am an applicant to be a member of the, East Amherst Fire Dept (fire dept.) and my address of residence is listed above.

☒ My address is in the fire distract I've applied to or territory which is afforded protection by the fire department of the fire district or fire company pursuant to contract.

☐ My address is outside the district or territory that provides protection by the fire district or company, but is in the vicinity of my occupation, in which I will be able to render active service as a volunteer. My occupation address is:

_____

Signature of Applicant: _____

I have verified the applicant's address or employment, where applicable, by examining their driver's license or other suitable document such as a utility bill, lease or pay stub.

Signature: Kenneth Russ

Title: President

Date: 6-7-2021

Submit this completed form to:
Amherst Town Clerk
5583 Main Street
Williamsville, NY 14221

Attachment: Piel residency form 6.7.21 (RES-2021-521 : New Firefighters for East Amherst Fire Department)

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

Francina J. Spoth
Town Clerk

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

DOC ID: 23370 **RESOLUTION 2021-522** **ADOPTED**

New Firefighter for Main-Transit Fire Department

The new firefighter for the Main-Transit Fire Department lives in the Town of Amherst and resides within the Main-Transit Fire District.

Christopher M. Watson
162 Tennyson Terr.
Williamsville, NY 14221

6/21/2021
Consent

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

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Christopher M. Watson

Applicant Home Address: 162 Tennyson Terr., Williamsville, NY 14221

Under penalty of perjury I, Christopher Watson affirm I am an applicant to be a member of the, Main-Transit (fire dept.) and my address of residence is listed above.

- [X] My address is in the fire distract I've applied to or territory which is afforded protection by the fire department of the fire district or fire company pursuant to contract.
- [ ] My address is outside the district or territory that provides protection by the fire district or company, but is in the vicinity of my occupation, in which I will be able to render active service as a volunteer. My occupation address is:

Signature of Applicant: Christopher M Watson

I have verified the applicant's address or employment, where applicable, by examining their driver's license or other suitable document such as a utility bill, lease or pay stub.

Signature:

Title: SENIOR CAPTAIN

Date: 6/10/21

Submit this completed form to:
Amherst Town Clerk
5583 Main Street
Williamsville, NY 14221

Attachment: Chris Watson Residency (RES-2021-522 : New Firefighter for Main-Transit Fire Department)

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by:

DOC ID: 23410 **RESOLUTION 2021-523** **ADOPTED**

2021 Building Permit Fee Schedule

Please adopt the revised 2021 Building Permit Fee Schedule as attached. The revision includes context updates for 2021 and clarification for alterations, additions and repairs to multi-family residential structures.

6/21/2021
Consent

FINANCIAL IMPACT:

Fees based on cost of Construction

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

Town of
AMHERST BUILDING DEPARTMENT
"Building Safety is No Accident"

2021 BUILDING PERMIT FEES

Fees are based on the cost of construction and shall be based on a value not less than the value determined using the most current Building Valuation Data Report published by ICC.

Application Fee A filing fee equal to one-half (1/2) of the permit fee shall be paid before the application are deemed complete. The filing fee shall not be refunded if the permit is processed. The filing fee shall be a credit against the final permit fee.

Building Permit Fees		2021
Note: Building Permit Fees in the TNB District are reduced 50% effective 5/7/2012		
Residential Buildings		
Single dwellings		
1,000 sq. ft. or less floor area		$950.00
1,000 sq. ft. to 3,000 sq. ft. of floor area		$1,150.00
3,000 sq. ft. to 5,000 sq. ft. of floor area		$1,500.00
Over 5,000 sq. ft.		$2,000.00
2-family dwellings (per D.U.)		$1,000.00
Multiple dwellings (3 or more dwellings per building)		
Permanent occupancy (includes apartment houses, condominiums and garden apartments)		
For the first 5 D.U.'s, per D.U.		$1,000.00
For all additional D.U.'s, per D.U.		$700.00
Transient occupancy (includes hotels, motels, dormitories, sororities, fraternities, lodging houses and all other residential occupancies which do not qualify as self-contained D.U.'s:)		
Per sleeping unit		$350.00
Alterations, additions and repairs to Single and 2-family dwellings		
Up to $1,000.00 of cost		$100.00
For each $1,000.00 over $1,000.00 of cost		$9.00
Detached accessory buildings and structures (Single and 2-family dwellings)	Per sq. ft:	$0.50
	Minimum Fee:	$75.00
Alterations, additions, accessory structures and repairs to Multiple dwellings		
For the first $1,000.00 of cost		$425.00
For the next $999,000 of cost (/$1,000.00)		$18.00
For cost of construction >= $1,000,000.00 and <= $10,000,000 (/$1,000.00)		$17.00
For cost of construction > $10,000,000.00 (/$1,000.00)		$12.00
Nonresidential buildings (includes buildings, additions, alterations, repairs and accessory structures)		
For the first $1,000.00 of cost		$425.00
For the next $999,000 of cost (/$1,000.00)		$18.00
For cost of construction >= $1,000,000.00 and <= $10,000,000 (/$1,000.00)		$17.00
For cost of construction > $10,000,000.00 (/$1,000.00)		$12.00
Miscellaneous		
Demolition		
Up to 2,000 square feet of floor area		$350.00
Over 2,000 square feet of floor area		$600.00
Moving of buildings		
From one lot to another lot		$1,500.00
Moving a principal structure to a new location on the same lot		$1,500.00
Moving an accessory structure to a new location on the same lot		$250.00
Signs	Per sq. ft. of sign face area:	$5.00
	Temporary Business 90 Day Sign:	$100.00
	Minimum Fee:	$100.00
Swimming pools		
Accessory to 1- or 2-family dwelling		$100.00
All others		$300.00
Parking lot not included with a building permit	Per space:	$7.00
	Minimum Fee:	$100.00

Attachment: 2021 Building Permit Fee Schedule (RES-2021-523 : 2021 Building Permit Fee Schedule)

Town of
AMHERST BUILDING DEPARTMENT
"Building Safety is No Accident"

2021 BUILDING PERMIT FEES

Building Permit Fees	2021
Note: Building Permit Fees in the TNB District are reduced 50% effective 5/7/2012	
Tanks, per gallon	$0.09
Minimum Fee:	$150.00
Decks	
First $1,000.00 of cost	$80.00
Each additional $1,000.00 of cost	$8.00
Miscellaneous Structures - Portals, Chimneys, etc.	
First $1,000.00 of cost	$75.00
Each additional $1,000.00 of cost	$7.00
Roofing (Re-roof or tear off & replacement)	
Residential	$75.00
Commercial Per sq. ft:	$0.05
Siding Replacement	
Residential	$50.00
Commercial Per sq. ft:	$0.025
Fireplaces or stoves	$100.00
HVAC Equipment (Furnaces, Boilers, Air-Conditioning and similar equipment) – Including Electrical Permit Fee	
Residential	
New or Replacement of Heating Equipment	$100.00
New Air-Conditioning Equipment	$100.00
Replacement of Air-Conditioning Equipment	$50.00
Nonresidential	
New or Replacement of Heating Equipment (per unit)	$150.00
New Air-Conditioning Equipment (per unit)	$100.00
Replacement of Air- Conditioning Equipment (per unit)	$100.00
Extra Inspections	
Each inspection in excess of two inspections for each required inspection	$100.00
NYS Fee for new buildings with trusses	$50.00
Floodplain Development Permit	
For the first acre or less:	$300.00
For each additional acre:	$150.00
PENALTY FEE	$200.00 min OR 2x Permit Fee (Whichever is greater)

Attachment: 2021 Building Permit Fee Schedule (RES-2021-523 : 2021 Building Permit Fee Schedule)

Town of
AMHERST BUILDING DEPARTMENT
"Building Safety is No Accident"

2021 FIRE PERMIT FEES

Non-Residential Fire Protection Equipment - Includes Electrical Fees	
New Equipment	
Fire Alarm System < 5,000 SF	$200.00
5,000 – 10,000 SF	$340.00
> 10,000 SF	$500.00
Each story above or below	$200.00
Automatic Fire Extinguishing System < 5,000 SF	$200.00
5,000 – 10,000 SF	$340.00
> 10,000 SF	$500.00
Each story above or below	$200.00
Hood Extinguishing System (each)	$300.00
Fire Pump & Equipment	$300.00
Hood	$150.00
Alterations or Modifications to existing Fire Alarm/Smoke Detection system	
Fire Alarm/Smoke Detection System	
1-25 Devices	$100.00
26-50 Devices	$200.00
>50 Devices	$500.00
Each story above or below	$100.00
Automatic Fire Extinguishing System	
1-25 Devices	$100.00
26-50 Devices	$200.00
>50 Devices	$500.00
Each story above or below	$100.00
Hood Extinguishing system	$100.00
Fire Pumps & Equipment	$100.00
Fire Safety	
Operating Permits	
For activities and uses specified in the Building Construction Administrative Code	$100.00
Fire Prevention Permits	$100.00

Attachment: 2021 Building Permit Fee Schedule (RES-2021-523 : 2021 Building Permit Fee Schedule)

Town of
AMHERST BUILDING DEPARTMENT
"Building Safety is No Accident"

2021 PLUMBING PERMIT FEES

Residential Buildings [new construction]	2020
1 family dwellings, 2-family dwellings, townhouses and condominiums	
A. For 1 to 2 bathrooms	$270.00
B. For 2-1/2 to 3-1/2 bathrooms	$340.00
C. For 4 or more bathrooms	$400.00
Sanitary sewer installations from street to house	$90.00
Storm sewer installations from street to house	$90.00
Multiple dwellings (3 or more dwelling units per structure),	
Apartments, garden apartments, hotels, motels, etc. per fixture	$20.00
Minimum fee:	$250.00
Sanitary sewer installation: for each sewer lateral exiting a building	$240.00
Storm sewer installation: for each building	$240.00
Waterline installation:	$240.00
Sanitary and storm sewer installation within a building when installed under slab-on-grade floor construction per 100 feet or fraction thereof:	$95.00
Nonresidential Structures, New Construction	
For each fixture per fixture	$20.00
Minimum fee:	$280.00
For sanitary sewer, storm sewer and waterline systems (outside of structure) Per 100 feet or fraction thereof	$95.00
Minimum fee:	$270.00
For sanitary sewer and storm sewer systems (inside of structures) when installed under slab-on-grade floor construction, per 100 feet or fraction thereof	$95.00
For each roof drain	$23.00
Alterations, additions and repairs to existing structures and systems & Misc. (all occupancies)	
Conversion from private sanitary system to public system	$195.00
Emergency Sump Pump Installation (in addition to primary sump pump system)	$25.00
Fixture installation or replacement without a roughing charge, per fixture	$20.00
Fixture installation or replacement which includes a roughing charge, per fixture.	$20.00
Minimum fee:	$75.00
Under-drain alteration, addition, repair or replacement	$100.00
Sanitary and storm sewer and waterline systems	$100.00
Sewer Tap	$135.00
Swimming pool installation	$60.00
Water Heater Replacement	$20.00
Waterline connection to lawn sprinkler installation	$95.00
Water-softening system	$75.00
Miscellaneous plumbing for items not specifically detailed in the schedule. The fee will be determined by the Commissioner of Building on the basis of actual costs to perform inspection and review services.	
Each inspection in excess of 2 inspections, for each required inspection	$100.00

[NOTE: For the purpose of computing plumbing permit fees a "fixture" shall be defined as a bathtub, sink, laundry tray, drinking fountain, dishwashing machine, lavatory, shower stall, urinal, water closet, hose bibb, wall hydrant, bidet, floor drain, garbage disposal, hot-water tank, boiler or any other item which is connected to a water supply, sanitary or storm sewer system.]

Attachment: 2021 Building Permit Fee Schedule (RES-2021-523 : 2021 Building Permit Fee Schedule)

Town of
AMHERST BUILDING DEPARTMENT
"Building Safety is No Accident"

2021 ELECTRICAL PERMIT FEES

RESIDENTIAL BUILDINGS: (not including air conditioning or special equipment)			2020
Original electrical installation of a 1 or 2 family dwelling, including townhouses not exceeding 2,000 sq. ft. floor area, without air-conditioning or special equipment, per unit			$235.00
Original electrical installation of a 1 or 2 family dwelling, including townhouses in excess of 2,000 sq. ft. floor area, without air-conditioning or special equipment, per unit			$335.00
Multiple residences, per living unit			$210.00
Hotels and motels, sleeping rooms only, per room			$105.00
Alterations, repairs, modifications, additions, deletions, etc., to the electrical system includes detached accessory buildings			
1 to 10 outlets only			$40.00
11 to 20 outlets only			$75.00
Exceeding 20 outlets			$235.00
Service installation only			$105.00
1 to 10 outlets, including 1 service installation			$145.00
Exceeding 10 outlets, including 1 service installation			$180.00
Whole House Generator with or without generator panel			$100.00
Generator panel			$40.00
PV System			$150.00
Air conditioning and other special equipment, part of original installation, per system, device or equipment			$50.00
Swimming pool, aboveground			$40.00
Swimming pool, in-ground			$85.00
Smoke and/or Carbon Monoxide Detector installation (if no other permit issued)			$20.00
All other electrical permit fees for work which is not stipulated in any of the items listed in this section shall be at cost as determined by the Commissioner of Building, with a minimum fee of			$45.00
Commercial and industrial:			
Original installation			
100A	@208/240V = $457	@480V = $1,056	*SEE FEES AS LISTED TO THE LEFT*
200A	@208/240V = $457	@480V = $1,056	
300A	@208/240V = $686	@480V = $1,584	
400A	@208/240V = $915	@480V = $2,112	
600A	@208/240V = $1,372	@480V = $3,168	
800A	@208/240V = $1,830	@480V = $4,224	
1000A	@208/240V = $2,288	@480V = $5,280	
2000A	@208/240V = $4,576	@480V = $10,560	
3000A	@208/240V = $6,864	@480V = $15,840	
Hotels = (cost for interior as listed above) + ($55/sleeping room) + ($425)			
Shell ONLY Buildings			$425.00
Alterations, repairs, modifications, additions, deletions, etc., to the electrical system, including detached accessory buildings:			
1 to 10 fixtures or outlets only			$135.00
In excess of 10 fixtures or outlets		/each:	$2.00
		Minimum fee:	$135.00
Service 400A or less			$225.00
Service >400A			$425.00
PV Systems up to 25kW			$275.00
		Each additional kW:	$8.00
Generator			$225.00
NOTE: The fees applicable to new electrical work shall be applicable to electrical work on, additions, alterations and repairs when the cost of alterations, additions or repairs made within any 6 month period exceeds 50% of the cost for the replacement of the existing electrical system at the beginning of that 6-month period.			
Signs			$105.00
All other electrical permit fees for work which is not stipulated in any of the items listed in this section shall be at a cost as determined by the Commissioner of Building with a minimum fee of			$50.00
Each inspection in excess of 2 inspections, for each required inspection			$100.00

Attachment: 2021 Building Permit Fee Schedule (RES-2021-523 : 2021 Building Permit Fee Schedule)

Town of
AMHERST BUILDING DEPARTMENT
"Building Safety is No Accident"

2021 OTHER FEES

Storm Sewer Fees (from Chapter 158, Sewer Rates)

ARTICLE II, Stormwater Drainage District Nos. 4, 6 and 26 [Adopted 10-18-71 as L.L. No. 1-1971]

§ 158-6 Rates established. [Amended 9-29-75 by L.L. No. 1-1975]

All said owners shall be charged storm drainage rentals at the time of applying for a building permit according to the following schedules.

A. Residential structures. No charge for accessory structures.
   (1) Detached units: one hundred twenty dollars ($120.) each unit.
   (2) Attached units: eighty dollars ($80.) each unit.

B. All other structures. The charge shall be based upon land area covered by structures, including areas pave r parking, drives and other purposes.

Area (sq. ft.)	Charge (per sq. ft.)
First 5,000	$0.035 (minimum charge $70.00)
Next 5,000 (5,001 to 10,000)	.030
Next 15,000 (10,001 to 25,000)	.025
Next 25,000 (25,001 to 50,000)	.020
Next 25,000 (50,001 to 75,000)	.015
Next 25,000 (75,001 to 100,000)	.010
Next 100,000 (100,001 to 200,000)	.005
Area in excess of 200,000	No additional charge

C. Additions. No charge shall be imposed for additions to residential structures or paved areas in connection therewith. F additions to other types of structures and paved areas for parking, drives or other purposes in connection therewith, th charge shall be based upon the land area covered by the existing structures and paved area plus those to be constructec according to Subsection B less the amount attributable to the existing land area covered.

Sanitary Sewer Tap-in Fees (per § 160-69 & LL #3 1994)

For Sanitary Sewer Districts 1 & 16 $25.00 for each connection, plus $135.00 if the connection must be made by the Town.

Recreation and Open Space (from Chapter 155 Amended 2-23-1998 by L.L. No. 2-1998

Fees for Recreation and Open Space		
Use	Open Space	Recreation
Detached dwellings per unit		
Lot area 11,500 sq. ft. or larger	$230	$500
Lot area from 8,450 sq. ft. to 11,499 sq. ft.	$195	$350
Lot less than 8,450 sq. ft.	$130	$250
CR3A lots	$130	$350
Mobile homes	$195	$350
Attached dwellings per unit		
Senior citizen	$130	$65
Other	$130	$200
Industrial		
RD,ST,OB	$0.13 per sq. ft.	*
GI	$0.195 per sq. ft.	*
Commercial	$0.156 per sq. ft.	*
Community facilities	$0.104 per sq. ft.	*

NOTE: * The open space element of the fee is based on the gross floor area of each building on a lot. No recreation element of the fee is charged since these developments do not te any demand for recreational facilities.

Chapter 179 - Trees.

§ 179-17 Planting required; fees.

A. Each building permit for a building having frontage on a town highway, street or lane or having a side or rear lot line on a t highway, street or lane shall be subject to the requirement of planting trees. The number of trees to be planted shall be deter ed as detailed in the annual comprehensive Town Tree Plan.

B. At the time of filing the building permit, the Town Clerk shall collect the cost of planting the required trees, which cost sha e determined from time to time by Town Board resolution. The total fee collected shall be calculated on the basis of a fee fo h multiple of forty (40) feet of street frontage abutting on front, side and rear property lines. **(Currently $600.00 per tree)**

Attachment: 2021 Building Permit Fee Schedule (RES-2021-523 : 2021 Building Permit Fee Schedule)

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Central Alarm
Initiated by: **Stephen Matisz**
Co-Sponsored by:

DOC ID: 23382 **RESOLUTION 2021-524** **ADOPTED**

Contract for Fire Dispatch with the Village of Akron CRS #2585

Request the Supervisor sign an agreement with the Village of Akron for the Town of Amherst to provide Fire Dispatch Services.

6/21/2021
Consent

FINANCIAL IMPACT:

Approxiamtely $51,988.10 annually in revenue

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

AGREEMENT

THIS AGREEMENT made this 1st day of January , 2021 between the TOWN OF AMHERST, a municipal corporation with its principal office at 5583 Main Street, Williamsville, Erie County, New York 14221, and the VILLAGE OF AKRON, a municipal corporation with its principal office at 21 Main Street, Akron, Erie County, New York 140001.

WITNESSETH

WHEREAS, the Town of Amherst has established a Central Fire Alarm system pursuant to Section 64 of the Town Law and has purchased and maintained equipment and personnel to dispatch fire and emergency relief squad calls, and

WHEREAS, the Village of Akron is desirous of continuing the services of the Town of Amherst's Central Fire Alarm system.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the parties agree as follows:

FIRST: The Town of Amherst shall provide the necessary equipment and personnel for the dispatching of fire and emergency relief squad calls for the Central Fire Alarm system of the Village of Akron.

SECOND: The Town of Amherst shall make available to the Village of Akron its present equipment and personnel to provide a Central Fire Alarm system for the Village of Akron. The services are to be provided to the Town of Amherst.

THIRD: The Village of Akron and/or its fire districts and/or its fire companies, as the case may be, shall provide and maintain all necessary equipment to connect with the present facilities of the Town of Amherst Central Fire Alarm system and to

Attachment: 2021 Village of Akron Agreement (RES-2021-524 : Contract for Fire Dispatch with the Village of Akron CRS #2585)

thereafter maintain same. All future expansion of equipment or services within the Village of Akron shall be paid for by the Village of Akron.

FOURTH: All personnel necessary for the operation of the Central Fire Alarm office shall be employees of the Town of Amherst and subject to its jurisdiction and control.

FIFTH: This agreement shall take effect at 12:00 a.m., January 1, 2021, and shall terminate at 11:59 p.m. on December 31, 2025.

SIXTH: The Village of Akron shall pay to the Town of Amherst a yearly rental for the services herein specified on the first day of July of each year and every year during the term of this agreement upon the submission of a proper voucher executed by the Town of Amherst in the amount of 36.6% of 10% of the Town of Amherst's total expense for the prior year, for the operation and maintenance of the Central Fire Alarm office. (Personal services, fringe benefits, contractual expenses and the cost of fixed assets that are acquired and utilized in the performance of the services herein). The Town of Amherst will provide reasonable advanced notice of any major capital expenditures.

SEVENTH: Either party, during the term of this agreement, shall have the right and option to cancel this agreement, by giving written notice thereof, to the other party on or before the 1st day of September, which cancellation shall become effective January 1st thereafter.

EIGHTH: The Village of Akron shall have the option to renew this agreement for an additional term of five (5) years. The rental consideration, however, shall be negotiated between the parties.

Attachment: 2021 Village of Akron Agreement (RES-2021-524 : Contract for Fire Dispatch with the Village of Akron CRS #2585)

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and this agreement to be signed by their duly authorized officers the day and year first above written.

VILLAGE OF AKRON

BY:_____
Carl E. Patterson, Mayor

TOWN OF AMHERST

BY:_____
Brian Kulpa, Supervisor

Attachment: 2021 Village of Akron Agreement (RES-2021-524 : Contract for Fire Dispatch with the Village of Akron CRS #2585)

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 23401 **RESOLUTION 2021-525** **ADOPTED**

Budget Transfers and Amendments

For June 21, 2021 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 6/16/2021
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:***
N1042.1000 Home - PI Personal Services $30,918.21	N1042.1600 Home - PI Retro Pay $3,420.00
N1042.8030 Home - PI Social Security $2,087.66	N1042.4003 Home - PI Contractual $34,522.99
N1042.8050 Home - PI Hospital & Medical $5,071.53	N1042.8051 Home - PI Dental $45.81
	N1042.8052 Home - PI Vision $88.60

To reallocate and clean up budget in N1042 accounts where the funding source is quarterly health insurance.

BUDGET AMENDMENTS - 2021

INCREASE:	***INCREASE:***
N2044.02785 Cheektowaga Home - PI $141,627.98	N2044.4000 Contractual $141,627.98
N2049.02785 Cheektowaga Home Admin $15,736.44	N2049.4003 Admin $15,736.44
To recognize Community Development program income from 134 Woodell, Cheektowaga.	
N2023.02785 CDBG & VG - PI $170.00	N2023.4000 Contractual $170.00
To recognize Community Development program income from 169 Hillcrest Drive, Amherst.	
N2042.02785 Amherst Acq. Rehab $4,500.00	N2042.4000 Contractual $4,500.00
N2054.02785 Amherst Home Admin - PI $500.00	N2054.4003 Admin Fee $500.00
To recognize Community Development program income from 101 Brauncroft Drive, Amherst.	
KP1845 Pathway Safety Enhancement-Fed Grant $125,000	KP1845.4972 Construction $125,000
To recognize Federal Grant Revenue for KP1845 Canalway Trail and Hopkins Trail Safety Enhancements, CRS # 2676.	
N2044.02785 Cheektowaga Home - PI $3,960.91	N2044.4000 Contractual $3,960.91
N2049.02785 Cheektowaga Home Admin $440.10	N2049.4003 Admin $440.10
To recognize Community Development program income from 56 Carol Drive, Cheektowaga.	
A3135.04389 Police-Tactical Grant 2122 -Fed Aid $75,000	A3135.2450 Public Safety Equipment $75,000
To set up Federal Aid for CSR#2702 Tactical Grant.	

6/21/2021
Consent

FINANCIAL IMPACT:

Community Development accounts and Federal Grant Aid Revenue.

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: 06/21/21 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 23402 **RESOLUTION 2021-526** **ADOPTED**

Accept Audit Period Ending 12/31/2020

To: Town Board
From: Office of Town Comptroller
Date: 6/16/2021
Re: Accept Audit Period Ending 12/31/2020

The Town Board is requested to formalize the acceptance of the audit report for the year ended 12/31/2020. Drescher & Malecki LLP presented the year end to the Town Board on May 17, 2021. The Financial Statements are available on the Town's website.

Please also accept the Statement of Changes in Cash Balances and Statements of Cash Receipts and Disbursements for the Senior Center, Town Clerk and Receiver of Taxes, Town Justices and Youth & Recreation. Copies are available upon request.

6/21/2021
Consent

FINANCIAL IMPACT:

N/A

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 23376 **RESOLUTION 2021-527** **ADOPTED**

Award Bid #2021017 Wheel Loader CRS #2699

WHEREAS, the Contract Compliance & Administration Department received bids on June 3, 2021 for Bid #2021017 Wheel Loader; and

WHEREAS, the bid process resulted in responses from five (5) vendors as identified on the attached bid tab; and

WHEREAS, the low bid after trade-in was from George & Swede, for a 2021 Hyundai HL955A for $168,000.00, minus a trade in of $143,000 for a 2019 Hyundai HL955, for a net cost of $25,000.00;

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the trade-in of a 2019 Hyundai HL955 for $143,000.00, originally purchased in 2019 from George and Swede Sales & Service for $154,998.00 minus trade in of $135,000 for a net cost of $19,998.00; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Contract Compliance & Administration Department to award Bid #2021017 Wheel Loader to George and Swede Sales & Service, Inc.; and

BE IT FURTHER RESOLVED, that the Town Board authorizes Supervisor to sign the contract with George & Swede Sales and Service, Inc.

6/21/2021
Consent

FINANCIAL IMPACT:

D5130 – 2600 $25,000.00

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

= Low Bidder

Bid #2021017 Wheel Loader

			Vendor Name:	Alta Construction Equipment		George and Swede Sales & Service, Inc.		Alexander Greno @ Bobcat of Buffalo		Monroe Tractor		Baschmann Services		Baschmann Services	
			Make and Model Submitted	Volvo L90H		2021 Hyundai HL 955A		Doosan DL280		Case 721G Loader		Hitachi ZW180-6		Hitachi ZW180-6 without hydraulic bucket coupler	
Item #	Quantity	U/M		Included Yes/No	Total	Included Yes/No	Total	Included Yes/No	Total	Included Yes/No	Total	Included Yes/No	Total	Included Yes/No	Total
1	1	EA	2021 OR NEWER: WHEEL LOADER: JOHN DEERE 624K LOADER OR VOLVO L90H OR CATERPILLAR 938M OR HYUNDAI HL955 OR EQUIVALENT		$176,298.00		$168,000.00		$167,047.36		$199,913.00		$159,274.00		$147,489.00
			4 wheel drive	Yes		Yes		Yes		Yes		Yes		Yes	
			28,000 pound breakout force	Yes		Yes		Yes		Yes - Exceeds 32,100		No		No	
			Cab with AM-FM wide band radio	Yes - Bluetooth		Yes		Yes		Yes		Yes		Yes	
			Ride Control	Yes		Yes		Yes		Yes		Yes		Yes	
			Final Tier 4 Engine at 198 horsepower	No - 184 Net		Yes		No		No - 195 hp		No		No	
			20.5R X 25 L3 Tires with 3PC rims	Yes		Yes		Yes		Yes		Yes		Yes	
			JRB Hydraulic Coupler; IT Compatible	Yes		Yes		No (AMI Coupler)		Yes		Yes		No Coupler	
			JRB 4.0 cubic yard bucket with replaceable cutting edge	Yes		Yes		No (AMI Bucket)		Yes		Yes - ACS		Yes	
			Beacon and rear view camera	Yes		Yes		Yes		Yes		Yes		Yes	
			Engine block heater	Yes		Yes		Yes		Yes		Yes		Yes	
			Cab with air conditioning	Yes		Yes		Yes		Yes		Yes		Yes	
			Transmission side guards	Yes		Yes		Yes		Yes		Yes		Yes	
2	1		TRADE-IN: 2019 HYUNDAI HL955 4 wheel drive loader with Approximately 2,000+ hours with: cab a/c, ride control, pay load scale, rear view camera, final tier 4 engine, JRB Hydraulic coupler, JRB 4.0 cubic yard bucket, and beacon.		-$100,000.00		-$143,000.00		-$90,000.00		-$90,000.00		-$79,000.00		-$79,000.00
			TOTAL NET COST AFTER TRADE IN (ITEM 1 – ITEM 2)		$76,298.00		$25,000.00		$77,047.36		$109,913.00		$80,274.00		$68,489.00

NOTES:

Atta Construction Equipment: Referenced Sourcewell Contract #032119-VCE

Monroe Tractor - Referenced NY State Contract #PC-6726; Alt. bid for 2021 721G extended reach model same as above specs and same prices with 30 day delivery. 3-yr mfg. warranty and 3-yr procare service plan included in price.

Baschmann Services - Submitted two bids for a Hitachi ZW180-6 - one bid included the hydraulic bucket coupler and one bid did not include the hydraulic bucket coupler.

Attachment: Bid Tab 2021017 Wheel Loader (RES-2021-527 : Award Bid #2021017 - Wheel Loader - CRS #2699)

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 23381 **RESOLUTION 2021-528** **ADOPTED**

Award Bid #2021018 - Viking Cives Side Dump Boxes - CRS #2700

WHEREAS, the Contract Compliance and Administration Department opened bids on June 3, 2021 for Bid #2021018 Viking Cives Side Dump Boxes; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Valley Fab & Equipment, Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Valley Fab & Equipment, Inc.

6/21/2021
Consent

FINANCIAL IMPACT:

KP2118-2600 $112,000.00

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

= Low Bidder

Bid #2021018 Viking Cives Dump Boxes

			Vendor Name:	Valley Fab			Viking Cives		
Item #	Quantity	U/M		Included Yes/No	Unit Price	Total	Included Yes/No	Unit Price	Total
1	4	EA	VIKING CIVES SIDE DUMP BODY OR EQUIVALENT with 30” Side Height with 39” Tailgate Height, 86” inside width, 98” outside width, including the following items:		$28,000.00	$112,000.00		$34,692.00	$138,768.00
			CS100-4-2-HOIST CYLINDER	Yes				Yes	
			STAINLESS STEEL CONSTRUCTION	Yes				Yes	
			¼” HARDOX FLOOR	Yes				Yes	
			25:1 WORMGEAR GEARBOX	Yes				Yes	
			DOUBLE ACTING TAILGATE	Yes				Yes	
			SOLID CURB SIDEWALL	Yes				Yes	
			FOLDING LADDER FRONT LEFT	Yes				Yes	
			BAR FLIGHTS EVERY 2ND LINK	Yes				Yes	
			SS TIPPER HINGE AND PIN	Yes				Yes	
			REMOTE CENTRAL GREASE	Yes				Yes	
			TWO PAIR OVAL LIGHT HOLES IN REAR POST	Yes				Yes	
			2 X 4 FLOOR CYLINDERS	Yes				Yes	

Attachment: Bid Tab 2021018 Viking Cives Dump Boxes (RES-2021-528 : Award Bid #2021018 - Viking

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 23391 **RESOLUTION 2021-529** **ADOPTED**

Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368

WHEREAS, the Contract Compliance and Administration Department received proposals on April 30, 2020 for RFQ #202001 Town Wide Facilities Assessment; and

WHEREAS, the RFQ process resulted in responses from seventeen (17) vendors, as shown in the attached RFQ analysis sheet;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this RFP to Cannon Design; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Cannon Design, pending successful completion of the contract routing process.

6/21/2021
Consent

FINANCIAL IMPACT:

Town Wide, Various, Amount TBD; Initial $170,000 in KP1945-4971

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

RFQ #2020-1 - Town Wide Facilities Assessment
RFQ ANALYSIS SHEET
MAY 2020

Raw weight is on a scale of 1 - 10

Description	Percentage (Weight)	Zaxis Arch.		Bergmann		Bureau Veritas		C & S		Cannon Design		EI Team	
		Raw	Weighted	*Raw*	Weighted	*Raw*	Weighted	*Raw*	Weighted	*Raw*	Weighted	*Raw*	Weighted
Qualifications and Experience	50	*6.63*	33.13	*7.75*	38.75	*7.13*	35.63	*7.13*	35.63	*9.13*	45.63	*5.88*	29.38
Proposed Timeline for Completion of Services	20	*4.25*	8.50	*7.25*	14.50	*7.00*	14.00	*7.25*	14.50	*9.38*	18.75	*6.75*	13.50
Understanding of Project Requirements	15	*6.42*	9.63	*8.33*	12.50	*8.04*	12.06	*7.38*	11.06	*9.50*	14.25	*5.58*	8.37
References	15	*2.50*	3.75	*9.33*	14.00	*0.00*	0.00	*9.67*	14.50	*9.50*	14.25	*8.33*	12.50
TOTAL EVALUATION	**100**		**55.00**		**79.75**		**61.69**		**75.69**		**92.88**		**63.75**

Description	Percentage (Weight)	Facility Eng.		Flynn Battaglia		Hunt		Kideney		LaBella Engineers		Lathrop	
		Raw	Weighted	*Raw*	Weighted	*Raw*	Weighted	*Raw*	Weighted	*Raw*	Weighted	*Raw*	Weighted
Qualifications and Experience	50	*6.63*	33.13	*6.63*	33.13	*8.13*	40.63	*8.38*	41.88	*7.38*	36.88	*5.50*	27.50
Proposed Timeline for Completion of Services	20	*7.88*	15.75	*6.75*	13.50	*8.88*	17.75	*8.25*	16.50	*7.25*	14.50	*8.25*	16.50
Understanding of Project Requirements	15	*6.21*	9.31	*8.00*	12.00	*9.17*	13.75	*8.67*	13.00	*8.00*	12.00	*7.67*	11.50
References	15	*0.00*	0.00	*8.83*	13.25	*9.67*	14.50	*9.83*	14.75	*9.67*	14.50	*9.50*	14.25
TOTAL EVALUATION	**100**		**58.19**		**71.88**		**86.63**		**86.13**		**77.88**		**69.75**

Description	Percentage (Weight)	Liro Engineers		Mach Arch.		Stieglitz Snyder		Wendel		Young & Wright	
		Raw	Weighted	*Raw*	Weighted	*Raw*	Weighted	*Raw*	Weighted	*Raw*	Weighted
Qualifications and Experience	50	*7.38*	36.88	*8.38*	41.88	*6.53*	32.63	*8.50*	42.50	*7.63*	38.13
Proposed Timeline for Completion of Services	20	*9.00*	18.00	*9.25*	18.50	*8.88*	17.75	*8.75*	17.50	*8.50*	17.00
Understanding of Project Requirements	15	*7.54*	11.31	*8.83*	13.25	*8.00*	12.00	*9.33*	14.00	*8.33*	12.50
References	15	*7.33*	11.00	*9.67*	14.50	*0.83*	1.25	*9.83*	14.75	*9.67*	14.50
TOTAL EVALUATION	**100**		**77.19**		**88.13**		**63.63**		**88.75**		**82.13**

Attachment: 2020-01 Town Wide Facilities Assessment Evaluation Sheet (RES-2021-529 : Award RFQ

AIA® Document B210™ – 2017

Standard Form of Architect's Services: Facility Support

for the following **PROJECT**:
(Name and location or address)

Town Wide Facilities Assessment – RFQ #2020-1

THE OWNER:
(Name, legal status and address)

Town of Amherst
Contract Compliance and Administration Department
5583 Main Street
Williamsville, New York 14221

THE ARCHITECT:
(Name, legal status and address)

CannonDesign Architecture & Engineering, P.C.
50 Fountain Plaza
Buffalo, NY 14202

THE AGREEMENT
This Agreement, and all attachments hereto, (hereinafter, the Agreement) dated the 21st day of June in the year 2021, shall represent the entire agreement between Owner and Architect for this Project. (In words, indicate day, month and year.)

TABLE OF ARTICLES

1 INITIAL INFORMATION, MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

2 FACILITY SUPPORT SERVICES

3 ADDITIONAL SERVICES

4 OWNER'S RESPONSIBILITIES

5 COMPENSATION

6 TERMINATION OR SUSPENSION

7 USE OF ARCHITECTS'S DOCUMENTS

8 DISPUTE RESOLUTION

9 SPECIAL TERMS AND CONDITIONS

10 SCOPE OF AGREEMENT

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an Owner-Architect agreement. It may be attached as an exhibit to AIA Document B102™–2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services or used with AIA Document G802™–2017, Amendment to the Professional Services Agreement, to create a modification to any Owner-Architect agreement.The Architect should consult with its professional liability insurance provider to determine whether the services described herein are covered under the Architect's policy.

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Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

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User Notes:

ARTICLE 1 INITIAL INFORMATION, MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 The Architect's services are based on the Initial Information set forth in this Article 1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

Refer to Exhibit A, along with Article 1 Initial Information

Note: Final report format will be developed on a pilot facility to ensure the collected data meets the goals of the Town. It is understood and accepted that the reference in Exhibit A to utilize the 2020 NYSED BCS form will be deleted as the final report format.

§ 1.1.1 The Architect shall perform the Facility Support Services described herein for the following Facility or Facilities:
(List the name and location or address of each building or other Facility for which the Architect will perform Facility Support Services.)

Refer to Exhibit A for building information. This contract will be a multi-year task order-based contract that may be inclusive of all or groups of these facilities related to the facility condition assessment (FCA) and capital improvement planning (CIP) scope of work. The task orders, referred to herein as "Service Orders" may also include the addition of new facilities not included on the Exhibit A list for FCA/CIP and/or other services outside of the FCA/CIP scope of work.

§ 1.1.2 The Architect shall retain the following consultants:
(List name, discipline, address, and other information.)
Consultants would be hired based on the scope of services requested by the owner per Service Order. Consultant information, specialty and rate schedules will be included in the Service Order proposals.

§ 1.1.3 The Owner's contractors and consultants that affect the Architect's services:
(List name, discipline, address, and other information.)

Architect will request information on owners' independent contractors as part of individual Service Orders issued by the owner.

§ 1.1.4 Other Initial Information on which the Architect's services are based:
(List below other information that will affect the Architect's performance of its services, such as the Owner's intended use for the Facility or Facilities, the Owner's budget for the Project, the Owner's anticipated milestone dates, current digital facility management system, and Owner confidentiality requirements.)

Access to facilities, availability to owner escorts when necessary, facility use and schedules of operations, holiday schedules can affect the performance of the Service Order requirements.

§ 1.1.5 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change, and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation.

§ 1.3 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

§ 1.4 This Master Agreement will be a fixed three (3) year term limit with three (3) one year extensions after the date first written above ("Date of this Master Agreement") Option years will be renewed at the Owner's request.

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User Notes:

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

§ 1.5 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

Dan Rizzo – Town of Amherst Contract Project Manager

§ 1.5.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

§ 1.6 The Architect identifies the following representative authorized to act on the Architect's behalf with respect to this Master Agreement:

Joseph S. Cassata, RA, NCARB Principal

§ 1.6.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

§ 1.7 Nothing contained in this Master Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

ARTICLE 2 FACILITY SUPPORT SERVICES

§ 2.1 The Architect shall manage the Facility Support Services, research applicable criteria, attend meetings pertaining to the Facility Support Services, communicate with members of the Project team, and report progress to the Owner.

§ 2.1.1 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances and scope of services. The Architect makes no other representations or warranties, whether express or implied, with respect to the services rendered hereunder. The Architect shall not be responsible for the performance of any design or construction contracts, products incorporated into the Work, or any defects or deficiencies resulting from the work of any contractor, subcontractor, manufacturer, supplier, fabricator, or any other architect, engineer or consultant retained by Owner or on behalf of any third-party, including anyone working or acting on behalf of any of them.

§ 2.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness, of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.3 The Architect shall prepare, and periodically update, a schedule of Facility Support Services that identifies milestone dates for decisions required of the Owner, services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the schedule of Facility Support Services with the Owner's Project schedule.

§ 2.4 The Architect shall submit documentation regarding the Facility Support Services to the Owner at intervals appropriate to the process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner to complete the Facility Support Services.

§ 2.5 The Architect shall provide the listed Facility Support Services only if specifically designated below as the Architect's responsibility for the Facility or Facilities designated. Unless otherwise specifically addressed in the Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Facility Support Service is not being provided for the Project.
(Designate the Architect's Facility Support Services and the Owner's Facility Support Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Facility Support Service and each Facility for which the service is to be provided.)

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Services	Responsibility (Architect, Owner or Not Provided)	Facility (Identify the Facility or Facilities for each service)
§ 2.5.1 FACILITY CONDITION ASSESSMENT		
.1 Code Review	Not provided	All facilities
.2 Site Features	In scope per Exhibit A	All Facilities
.3 Exterior Components	In scope per Exhibit A	All Facilities
.4 Interior Components	In scope per Exhibit A	All Facilities
.5 Mechanical, Electrical, and Plumbing Systems	In scope per Exhibit A	All Facilities
.6 Conveying Equipment	In scope per Exhibit A	All Facilities
.7 Life Safety and Fire Protection Systems	In scope per Exhibit A	All Facilities
.8 Data and Communication Systems	In scope per Exhibit A	All Facilities
.9 Furnishings, Fixtures, and Equipment Inventory	Not Provided	See 2.6.1.9
.10 Preliminary Cost Estimate	In scope per Exhibit A	All Facilities
.11 Facility Condition Index	In scope per Exhibit A	All Facilities
§ 2.5.2 FACILITY PERFORMANCE ASSESSMENT		
.1 Utility Operating Cost	Not Provided	See 2.6.2.1
.2 Building Automation Systems	Not Provided	See 2.6.2.2
.3 Workspace Ergonomics	Not Provided	See 2.6.2.3
.4 Sustainability	Not Provided	See 2.6.2.4
.5 Building Certification Assistance	Not Provided	See 2.6.2.5
.6 Health and Wellness	Not Provided	See 2.6.2.6
§ 2.5.3 OPERATIONS ASSESSMENT		
.1 Labor Cost	Not Provided	See 2.6.3.1
.2 Work Order Process	Not Provided	See 2.6.3.2
.3 Vendor Contracts	Not Provided	See 2.6.3.3
.4 Organization and Policies	Not Provided	See 2.6.3.4
§ 2.5.4 SPACE MANAGEMENT		
.1 Area Calculations	Not Provided	See 2.6.4.1
.2 Space Allocation Inventory	Not Provided	See 2.6.4.2
.3 Occupancy Planning	Not Provided	See 2.6.4.3
.4 Migration Planning	Not Provided	See 2.6.4.4
.5 Move, Add, Change Management	Not Provided	See 2.6.4.5
.6 Workplace Strategies	Not Provided	See 2.6.4.6
§ 2.5.5 MAINTENANCE MANAGEMENT		
.1 Maintenance Plan	Not Provided	See 2.6.5.1
.2 Maintenance Management Services	Not Provided	See 2.6.5.2
.3 Ongoing Commissioning Plan	Not Provided	See 2.6.5.3
.4 Ongoing Commissioning Services	Not Provided	See 2.6.5.4
§ 2.5.6 DIGITAL FACILITY MANAGEMENT SYSTEM		
.1 Evaluation	Not Provided	See 2.6.6.1
.2 Selection	Not Provided	See 2.6.6.2
.3 Implementation and Training	Not Provided	See 2.6.6.3
.4 Operation	Not Provided	See 2.6.6.4
.5 Consulting	Not Provided	See 2.6.6.5
§ 2.5.7 OTHER FACILITY SUPPORT SERVICES		
.6 Software Services		See 2.6.7
.7 Other Services		See 2.6.7

§ 2.6 Description of Services

A brief description of each Facility Support Service is provided below.

§ 2.6.1 FACILITY CONDITION ASSESSMENT

§ 2.6.1.1 Code Review. The Architect shall review the requirements of laws, codes, and regulations that pertain to the facility condition assessment services selected in Section 2.5.1. The Architect shall provide the Owner with a written assessment and recommendations regarding the Facility's compliance with such laws, codes, and regulations.

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§ 2.6.1.2 Site Features. The Architect shall provide the Owner with a written assessment, based on visual observation, of the site conditions of the Facility, including hardscaping, paving and parking, flatwork, storm water drainage, and landscaping. The assessment shall identify existing site features; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

§ 2.6.1.3 Exterior Components. The Architect shall provide the Owner with a written assessment, based on visual observation, of the exterior conditions of the Facility, including roofs, walls, areaways, windows, and doors. The assessment shall identify existing exterior components; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation. If applicable, the Architect shall identify the next safety inspection date for exterior components.

§ 2.6.1.4 Interior Components. The Architect shall provide the Owner with a written assessment, based on visual observation, of the interior conditions of the Facility, including ceilings, walls, floors, finishes, stairways, and doors. The assessment shall identify existing interior components; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

§ 2.6.1.5 Mechanical, Electrical, and Plumbing Systems. The Architect shall provide the Owner with a written assessment, based on visual observation, of the mechanical, electrical, and plumbing systems of the Facility, including equipment, distribution systems, devices, fixtures, and controls. The assessment shall identify existing mechanical, electrical, and plumbing systems; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation. This includes Asset Tagging and equipment inventory as additional scope to the FCA as requested per Service Order requested by the Owner.

§ 2.6.1.6 Conveying Equipment. The Architect shall provide the Owner with a written assessment, based on visual observation, of the conveying equipment of the Facility, including elevators, escalators, and moving walks. The assessment shall identify existing conveying equipment; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

§ 2.6.1.7 Life Safety and Fire Protection Systems. The Architect shall provide the Owner with a written assessment, based on visual observation, of the life safety and fire protection systems of the Facility, including fire alarm systems, sprinklers and standpipes, smoke detection and control systems, emergency lighting, fire extinguishers, signage, and medical devices. The assessment shall identify existing life safety and fire protection systems; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

§ 2.6.1.8 Data and Communication Systems. The Architect shall provide the Owner with a written assessment, based on visual observation, of the data and communication systems of the Facility, including equipment, equipment rooms and closets, and distribution systems. The assessment shall identify existing data and communications systems; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

§ 2.6.1.9 Furnishings, Fixtures, and Equipment Inventory. The Architect shall provide the Owner with an inventory of furnishings, fixtures, and equipment in the Facility and provide a new, or record an existing, unique identifying tag for each. The inventory shall identify each furnishing, fixture, or piece of equipment by its identifying tag and location; describe its current condition; estimate its remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigations. (Available per Service Order request by Owner.)

§ 2.6.1.10 Preliminary Cost Estimate. Based on the Facility Condition Assessment services provided, the Architect shall prepare a preliminary cost estimate to implement the Architect's recommended repairs and replacements. The Architect's preliminary cost estimate shall be based on current area, volume, or similar conceptual estimating techniques and shall include Contractors' general conditions costs, overhead, and profit, but not the compensation of the Architect, financing, contingencies for changes in the Work, or other costs that are the responsibility of the Owner. The

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preliminary cost estimate represents the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget or from any estimate prepared or agreed to by the Architect.

§ 2.6.1.11 Facility Condition Index. The Architect shall provide the Owner with a benchmark of the current condition of the Facility using the Facility Condition Index (FCI) method or other standard as approved by the Owner.

§ 2.6.2 FACILITY PERFORMANCE ASSESSMENT

§ 2.6.2.1 Utility Operating Cost. The Architect shall provide the Owner with a written assessment of the utility operating costs of the Facility. The assessment shall include an evaluation of relevant utility bills, weather data, building automations systems, utility rates, hours of occupancy, and applicable codes as they pertain to utility operating costs. The assessment shall also include a comparison of the Facility's utility operating costs to industry benchmarks and preliminary recommendations for improvement. Also, ASHRE level 1 and 2 energy audits. (Available per Service Order request by Owner.)

§ 2.6.2.2 Building Automation Systems. The Architect shall provide the Owner with a written assessment of the building automation systems of the Facility. The assessment shall include an evaluation of record documents, computer software, equipment and system trending, alarms, and energy management, as they pertain to the building automation systems. The assessment shall also include preliminary recommendations for improving performance of the building automation systems. (Available per Service Order request by Owner.)

§ 2.6.2.3 Workspace Ergonomics. The Architect shall provide the Owner with a written assessment of workspace ergonomics within the Facility. The assessment shall include an evaluation of work environments, chairs, keyboards, and monitors. The assessment shall also include preliminary recommendations for improving workspace ergonomics within the Facility. (Available per Service Order request by Owner.)

§ 2.6.2.4 Sustainability. The Architect shall provide the Owner with a written assessment of the sustainable performance of the Facility, including an evaluation of site conditions, energy and resource consumption, sustainable design features, building materials and finishes, and indoor environmental quality. The assessment shall include preliminary recommendations for improving the sustainable performance of the Facility. (Available per Service Order request by Owner.)

§ 2.6.2.5 Building Certification Assistance. The Architect shall assist in the application for, and submission of the pertinent data for, the following building certifications. (Available per Service Order request by Owner.)
(List the building certifications for which the Architect will provide assistance.)

« »

§ 2.6.2.6 Health and Wellness. The Architect shall provide the Owner with a written assessment of the health and wellness aspects of the Facility in accordance with the WELL Building Standard® published by the International WELL Building Institute™ and current as of the date of the Agreement, or other standard rating system as agreed to in writing by the Owner and Architect. The assessment shall include preliminary recommendations for improving the health and wellness aspects of the Facility. (Available per Service Order request by Owner.)

§ 2.6.3 OPERATIONS ASSESSMENT

§ 2.6.3.1 Labor Costs. The Architect shall provide the Owner with a written assessment of labor costs of operating the Facility, including an evaluation of the organization structure, service contracts, job descriptions, salary structure, benefits, shift coverage, and applicable codes. The assessment shall include a comparison of the Facility's labor costs to industry benchmarks and recommendations for improvement. (Available per Service Order request by Owner.)

§ 2.6.3.2 Work Order Process. The Architect shall provide the Owner with a written assessment of the work order processes for the Facility, including an evaluation of preventive maintenance procedures, unscheduled maintenance, and related software systems. The assessment shall include a comparison of the Facility's work order process to industry benchmarks and recommendations for improvement. (Available per Service Order request by Owner.)

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§ 2.6.3.3 Vendor Contracts. The Architect shall provide the Owner with a written assessment of the vendor contracts identified below. The assessment shall include an evaluation of vendor scopes of work, accounting records, and performance data. The assessment shall also include a comparison of the Facility's vendor contracts to industry benchmarks and recommendations for improvement. (Available per Service Order request by Owner.)
(Identify vendor contracts included in the Architect's assessment.)

« »

§ 2.6.3.4 Organization and Policies. The Architect shall provide the Owner with a written assessment of the Owner's organizational structure, administrative procedures, and policy and procedure manuals that relate to management of the Facility. The assessment shall include a comparison to similar organizations and recommendations for improvement. (Available per Service Order request by Owner.)

§ 2.6.4 SPACE MANAGEMENT

§ 2.6.4.1 Area Calculations. The Architect shall perform area calculations for the Facility or Facilities identified in Section 2.5.4.1 using the following measurement standard: (Available per Service Order request by Owner.)
(Identify the measurement standard the Architect will use for area calculations.)

« »

§ 2.6.4.2 Space Allocation Inventory. The Architect shall provide an inventory of occupant spatial use within the Facility. The inventory shall include stacking diagrams and plans that identify areas by occupant use. (Available per Service Order request by Owner.)

§ 2.6.4.3 Occupancy Planning. The Architect shall provide the Owner with an occupancy plan for the Facility. In developing the occupancy plan, the Architect shall: (1) consult with the Owner to determine occupancy goals, the Owner's organizational structure, and space and planning parameters; (2) conduct interviews of select members of the Owner's staff to determine forecasted growth, space needs, and departmental adjacencies; and (3) provide the Owner with preliminary occupancy scenarios. (Available per Service Order request by Owner.)

§ 2.6.4.4 Migration Planning. The Architect shall provide the Owner with a migration plan to implement the occupancy plan for the Facility. The migration plan shall include a schedule of migration activities and occupant origination and destination areas. In developing the migration plan, the Architect shall consult with the Owner to determine migration sequencing, construction schedules, resource availability, department activity, and the need for transition space. (Available per Service Order request by Owner.)

§ 2.6.4.5 Move, Add, Change Management. The Architect shall manage move, add, and change requests, regarding occupancy, equipment, and spatial use within the Facility. The Architect shall develop protocols to generate and respond to requests and prepare preliminary cost estimates and schedules for projects that arise out of requests. The Architect may use the Owner's digital facility management system to manage the move, add, and change process. (Available per Service Order request by Owner.)

§ 2.6.4.6 Workplace Strategies. The Architect shall consult with the Owner to develop strategies to improve workplace productivity and efficiency in the Facility, such as strategies to manage change in the workplace; reduce occupancy costs and space requirements; foster occupant innovation and collaboration; or increase occupant engagement, satisfaction, and retention. (Available per Service Order request by Owner.)

§ 2.6.5 MAINTENANCE MANAGEMENT

§ 2.6.5.1 Maintenance Plan. The Architect shall provide the Owner with a maintenance plan for the Facility. The maintenance plan shall : (1) identify systems, building components, and materials that require periodic maintenance and include maintenance protocols for each; (2) include a list of participants in the maintenance process, their roles and responsibilities, and protocols for participant communication and the distribution of information; and (3) describe services necessary to manage the maintenance activities for the Facility, including coordination, observation, and record keeping requirements. (Available per Service Order request by Owner.)

§ 2.6.5.2 Maintenance Management Services. The Architect shall perform the maintenance management services identified as the Architect's responsibility in the Facility's maintenance plan until termination of the Agreement or as identified below. (Available per Service Order request by Owner.)

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(Identify the termination date of the Architect's maintenance management services if other than the termination of the Agreement.)

« »

§ 2.6.5.3 Ongoing Commissioning Plan. The Architect shall provide the Owner with an Ongoing Commissioning Plan for the Facility. The Ongoing Commissioning Plan shall identify systems to be commissioned on a periodic basis and include requirements for repeated functional testing and ongoing monitoring. (Available per Service Order request by Owner.)

§ 2.6.5.4 Ongoing Commissioning Services. The Architect shall perform the Ongoing Commissioning Services identified as the Architect's responsibility in the Facility's Ongoing Commissioning Plan until termination of the Agreement or as identified below. (Available per Service Order request by Owner.)
(Identify the termination date of the Architect's Ongoing Commissioning Services if other than the termination of the Agreement.)

« »

§ 2.6.6 DIGITAL FACILITY MANAGEMENT SYSTEM

§ 2.6.6.1 Evaluation. The Architect shall evaluate the necessity and feasibility of implementing a software or web-based digital facility management system, such as a computerized maintenance management system or integrated workplace management system, to manage the Facility's capital improvements, space planning and usage, maintenance and operation, and resource consumption. If the Architect recommends implementation of a digital facility management system, the Architect shall also evaluate the system's capabilities and functionality. In performing these evaluations, the Architect shall consult with the Owner to determine the Owner's management goals, facility and space needs, maintenance needs, technological capabilities, and budget. The Architect shall present its findings and recommendations to the Owner. (Available per Service Order request by Owner.)

§ 2.6.6.2 Selection. The Architect shall assist the Owner to select a digital facility management system, which may include preparing and distributing a request for proposal to potential service providers, coordinating software demonstrations, and developing a comparative matrix to grade potential service providers. If the Owner has an existing digital facility management system, the Architect shall assess its performance and provide the Owner with recommendations. (Available per Service Order request by Owner.)

§ 2.6.6.3 Implementation and Training. The Architect shall implement a digital facility management system selected by the Owner. The Architect's implementation services shall include software configuration, data integration, user administration setup, and report writing. The Architect shall also train the Owner and the Owner's staff on the proper use and maintenance of the digital facility management system and provide the Owner with protocols for each. (Available per Service Order request by Owner.)

§ 2.6.6.4 Operation. The Architect shall operate and maintain a digital facility management system, selected by the Owner, to manage the following aspects of the Facility. (Available per Service Order request by Owner.)
(Identify aspects of the Facility that the Architect will manage with the Digital Facility Management System, such as space use monitoring, vacancy tracking, and maintenance and operation support.)

§ 2.6.6.5 Consultation. The Architect shall consult with the Owner and the Owner's other consultants regarding aspects of the Owner's digital facility management system, which may include software updates, Maintain FOScore assessment data updates data integration, report generation, and digital dashboards. (Available per Service Order request by Owner.)

§ 2.6.7 Other Facility Support Services Identified in Section 2.5.7:
(Describe the Facility Support Services, if any, identified in Section 2.5.7.)

Activation and training for FOSCORE™ Software - Assessment and Capital Planning Tools.
Data integration of FCA data with Computer Maintenance Management Systems (CMMS).
Design services for planning, architectural, engineering, construction related tasks.
Asset tagging and equipment inventory, including other pertinent equipment data.

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ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of the Agreement, without invalidating the Agreement. Except for services required due to the negligence of the Architect, any Additional Services provided in accordance with this Article shall entitle the Architect to compensation pursuant to Section 5.2 and an appropriate adjustment in the Architect's schedule.

§ 3.2 The Architect shall provide Facility Support Services exceeding the limits set forth below as Additional Services. When the limits are reached, the Architect shall notify the Owner: Additional services will be negotiated by formal request by the Owner, if requirements under this contract are expanded beyond the scope identified.

Requirements per this article will be determined by the scope of work provided by separate proposal by the Architect to the Owner per requested Service Order. All additional services will be negotiated and approved by the Owner prior to execution of work.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall provide to the Architect data necessary for the Facility Support Services, which may include record drawings; shop drawings; operation and maintenance manuals; master plans; operation costs; operation budgets; salary structure; organizational changes; job descriptions and qualifications; work order system data; building automation systems; administration support and policy and procedure manuals; pertinent records relative to historical building data, building equipment, building materials, and furnishings; and repair records, and Architect shall be entitled to rely upon the accuracy and completeness of said data and information in the performance of its services.

§ 4.2 The Owner shall provide access to the property, buildings, and personnel necessary for the Architect to complete the services. The personnel shall conduct tours and walk-throughs and explain the Facility's original, current, and anticipated future use.

ARTICLE 5 COMPENSATION

§ 5.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Facility Support Services as follows:
(Insert amount of, or basis for, compensation.)

Compensation is based on the employee rate sheet proposed in Exhibit A and fees will be built based on the scope of services requested in individual Service Orders issued by the Owner. Rates will be subject to a 3.0% increase annually for the duration of the contract term starting in January of 2022.

Should personnel change, wage rates for new personnel will be negotiated and mutually agreed upon. Included in Exhibit A is an expanded rate sheet from the original proposal to accommodate a service order contract vehicle. This will allow for approved substitutions of the team if schedule conflicts with availability of scheduled personnel.

Payments on account of the Architect's services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or as otherwise provided in this Agreement.

Payments are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid one hundred twenty (120) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.

§ 5.2 For Additional Services that may arise during the course of the Project, including those under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Additional services will be negotiated based on scope of assignment and hours required per tasks at the billable rate of person completing fee tasks per Exhibit A. Additional services associated with a subscription to Cannon Design's proprietary FOSCORE™ Software are identified in Appendix B.

§ 5.3 Compensation for Additional Services of the Architect's consultants, when not included in Section 5.2, shall be the amount invoiced to the Architect plus ten percent (10%), or as otherwise stated below:

See 5.2

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§ 5.4 Reimbursable Expenses are in addition to the Architect's compensation and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project for:

.1 expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;
.2 reproductions;
.3 postage and handling of documents;
.4 renderings and models requested by the Owner;
.5 expense of additional coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants

ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no negligence of the party initiating the termination.

§ 6.2 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

§ 6.3 In the event of termination of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

ARTICLE 7 USE OF ARCHITECT'S DOCUMENTS

§ 7.1 The documents prepared by the Architect for this Project are instruments of the Architect's service and the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright and intellectual property rights in those documents, and in any underlying software used to produce the documents. The license for FOSCORE™ software usage shall be governed by the terms and conditions of the Software Licensing Agreement ("Software Agreement"), attached to this Agreement and incorporated herein as Exhibit B. Notwithstanding the foregoing, the Owner shall be deemed the owner of the physical documents produced by the Architect under this Agreement, and provided payment obligations are met under this Agreement, shall be granted a non-exclusive, royalty free license to use the intellectual property within the documents for this Project. As such, the Owner shall be permitted to retain copies, including reproducible copies, of the Architect's documents for the Owner's information, reference and use in connection with the Project. The Architect's documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others except by agreement in writing and with appropriate compensation to the Architect. In the event the Owner uses the documents without retaining the Architect, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's unauthorized use of the documents.

ARTICLE 8 DISPUTE RESOLUTION

§ 8.1 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them first by good faith discussions amongst the senior executives of each party. The parties shall mutually agree as to the process by which these discussions shall occur. If the parties are not able to resolve the dispute through good faith discussions then the parties shall endeavor to resolve the dispute through mediation, upon mutual agreement of the parties, and if the parties so choose, the mediation shall be conducted in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution.

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Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

§ 8.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.3 If the claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof are not resolved by the parties, they shall be subject to and decided by litigation in the federal or state courts of the location of the Project.

ARTICLE 9 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: Facility Support, if any, are as follows:

§ 9.1 Unless otherwise provided, this Agreement shall be governed by the law of the State of the Project.

§ 9.2 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

§ 9.3 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 9.5 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

§ 9.6 The Owner acknowledges and agrees that any claim made by it arising out of any act or omission of any director, officer, or employee of the Architect, or its consultants, in the execution or performance of this Agreement, shall be made against the entity and not against any of their individual directors, officers, or employees.

§ 9.7 To the fullest extent permitted by law, the total liability in the aggregate, of the Architect, its officers, directors, employees, agents, and independent professional associates, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Architect's services, the Project, or this Agreement, from any cause or causes whatsoever including, but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of Architect, its officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed $500,000, which is the amount of professional liability insurance required under this Agreement.

§ 9.8 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

§ 9.9 Architect shall not be responsible to the Owner or any third party for negligence, errors, omissions or other deficiencies in the services of any other design professional or design-build contractor rendering design, engineering or related services for the benefit of the Owner or the Project.

§ 9.10 All parties to this contract agree to comply with all applicable laws, including the Anti-Bribery and Anti-Corruption laws, of every government entity having jurisdiction in this matter, as well as the Foreign Corrupt Practices Act (FCPA) of the United States, the Canadian Corruption of Foreign Public Officials Act (CFPOA) and the Anti-Trafficking provisions of the Federal Acquisition Regulations.

§ 9.11 All parties to this contract shall comply with their respective Codes of Conduct (Policy). Further, each party

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shall utilize Architect's independently maintained "Ethics Line" to report, anonymously or otherwise, any suspected violation of law or Policy during the course of its services, including any potential violation of the Foreign Corrupt Practices Act, or any federal or state procurement laws.

By telephone (24 hours a day, 7 days a week): 1.855.502.1878
By email: www.reportlineweb.com/cannondesign

§ 9.12 The Owner is an equal opportunity /affirmative action employer. All qualified applicants will receive consideration for employment without regard to sex, gender identity, sexual orientation, race, color, religion, national origin, disability, protected veteran status, age or any other characteristic protected by law

§ 9.13 The Owner represents that it is not currently suspended, debarred, declared ineligible or voluntarily excluded by any federal or state entity. The Owner will notify Architect immediately if it becomes suspended or debarred and Architect shall have the right to terminate the Agreement.

»

§ 9.14 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions, epidemic or pandemic, or similar causes beyond the reasonable control of the affected party (a "Force Majeure Event"), the party who has been so affected shall immediately upon discovery of such event give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Agreement, except for payment for work completed before the occurrence of the Force Majeure Event, shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds 30 days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate this Agreement.

ARTICLE 10 SCOPE OF THE AGREEMENT

§ 10.1 This Agreement is comprised of the following documents listed below:

.1 The Architect's Proposal dated _April 30, 2020_____, attached as Exhibit A
.2 The Draft Software Licensing Agreement terms and conditions attached as Exhibit B
.3 Other documents:
(List other documents, if any, and additional scopes of service, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

OWNER	ARCHITECT
(Signature)	*(Signature)*
(Printed name and title)	Joseph Cassata, Principal *(Printed name and title)*

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Town of Amherst

Town Wide Facilities Assessment

RFQ #2020-1
April 30, 2020

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

April 30, 2020

Town of Amherst
Contract Compliance & Administration Department
5583 Main Street
Williamsville, New York 14221

RE: RFQ #2020-1 Town Wide Facilities Assessment

On behalf of Facility Optimization Solutions (FOS) of CannonDesign, we are pleased to respond to the Town of Amherst's (hereinafter known as the "Town") request for proposal for facilities assessment services. This significant undertaking will have an impact on the entire Town, and we appreciate the opportunity to help you thoughtfully plan for the future. FOS of CannonDesign is the right partner for the Town as you embark on this important project. Our team offers a number of advantages, including the below highlights.

We have deep experience in helping state and local governments, Pk-12 and higher education systems, healthcare institutions, and major corporate organizations make informed, defensible decisions related to facility asset management strategies. FOS employs a consistent and proven assessment process including real-time date capture by an interdisciplinary group of assessment professionals. Our experience includes all facility types listed by the Town, and our extensive resources will allow us to complete this contract as a sole source within the desired schedule constraints.

In the last five years, FOS has performed over 500 million square feet of facility condition assessments (FCAs). To assist in accomplishing this extraordinary feat, FOS designed and developed industry-leading FCA software, the FOScore® assessment and capital planning platform. This tool allows us to collect field data, estimate costs, inventory and tag equipment, and create reports, projects, and capital planning documents with accuracy, consistency, and efficiency. The approach to successfully executing the FCA includes not only using our software tools but by employing the best-in-class licensed architects, engineers, cost-estimators, constructors, facility managers, and technology specialists. These specialists are dedicated professionals that are focused on facility condition assessments as their primary expertise.

Our team has a consistent, well-defined approach to facility condition assessments, maintenance and operations best practices, and capital improvement planning. We've made an effort to understand your scope and have designed a process that we believe will drive the Town to the right outcomes. We bring local and national expertise and lessons learned from our partnerships with Town of Perinton, Town of Grand Island, and the City of Buffalo, NY, as well as Charlotte County, FL, City of Urbana, IL, Orange County, CA, Alameda County, CA the City of Santa Rosa, CA, and the City of Sacramento, CA. We also have extensive experience with the NYSED building condition assessments experience at districts such as Amherst, Buffalo, Grand Island, Niagara Falls ,Niagara Wheatfield, West Seneca, and many more across the region and state. Because we are industry leading professional FCA providers, we have the expertise to ensure the proposed 2020 NYSED BCS is properly tailored to provide the Town with the most value.

Our team has consistently helped unearth measurable value for clients. Our unique FOS practice and proved FCA process deliver the knowledge and experience needed to help the Town effectively plan fur the future. The assessment and estimated capital costs will be accessible to the Town through a user-friendly database for its future capital planning.

Ultimately, what defines the FOS of CannonDesign group is our desire to work in strong partnership with the Town in order to establish shared goals and exercise joint ownership of project decisions from start to finish. We strive to provide exceptional services and pride ourselves on our unparalleled work ethic.

Sincerely,

Joseph Cassata, RA, NCARB
President, FOS of CannonDesign
50 Fountain Plaza - Buffalo, NY 14202
T: 716.774.3258 F: 716.773.5909
jcassata@foscd.com
www.foscd.com

FOS of CannonDesign confirms that it has received and reviewed Addendum #2020-1A.

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)



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Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

TAB 1 - Firm Introduction / Project Team

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

Us (CannonDesign).

We began with one person and a vision - that integrated design could achieve great results for our clients.

Now, a century later, that vision echoes in all our work. We've grown from a single small office in Western New York to a global, award-winning, full-service architectural, engineering, construction, and facility management consulting firm.

CannonDesign has developed an international reputation for design excellence, technological innovation, and unsurpassed client service. Our wide-ranging service offerings allow us to provide organizations with comprehensive solutions that address specific needs, goals, and challenges.



People

Our vision emphasizes core values of integrity, teamwork, transparency, sustainability, and excellence. We differ from other multi-office design firms in our thinking, work ethic, and organization. We are an interdisciplinary firm, integrating all the skills needed to deliver innovative solutions.



Place

We have 19, throughout the US global offices strategically placed. With our headquarters here in Buffalo we are positioned to provide both local and national expertise. Whether we're working for clients in Commercial, Education, Health, or Government markets, we have a strong legacy of delivering successful projects.



Purpose

We are guided by our common vision and purpose: "Together, we create design solutions to the greatest challenges facing our clients and society."

This shared vision shapes the way we think and work. Our clients are our most important partners. By aligning ourselves with our client's vision, we are able to address their challenges in multiple dimensions, drawing on our deeply-resourced, multi-disciplinary skill base.

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

FOS

Throughout the life-cycle of an asset portfolio, the time and capital spent on operations and maintenance far exceeds design and construction costs.

Facility Optimization Solutions (FOS) of CannonDesign provides facility management and strategic capital planning consulting to meet the ongoing stewardship needs of our clients.

We crafted a unique, interdisciplinary team of subject matter experts that is an industry leader in providing facility condition assessments, facility management optimization, and custom software solutions to help our clients understand and extend physical asset life-cycles.

Flexible, Dynamic, Data-Driven Solutions

We leverage our diverse resources to develop innovative solutions for each of our clients' unique needs. Our expertise in physical asset management includes:

- Facility condition assessments
- Asset inventory & maintenance planning
- Capital improvement planning
- Energy audits
- Forensic & feasibility assessments
- ADA / Life Safety Solutions
- Job order contracting (JOC) software & program management

World Ranked

#1 in U.S.

Facility Management Services by an AE firm
-World Architecture 100, 2020

+500 m

Square Footage Assessed (past 5 years)

100%

Client satisfaction rating & reported ROI following implementation of our immediate recommendations

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)



FOS

Project Management

Joe Cassata, RA, NCARB
Principal-in-charge

Nicholas Derr, Assoc. AIA
Process and Experience Leader

Daniel Green, AIA, CDT, LEED AP
Senior Project Manager

Richard Mrugala, MUP
Field Project Manager

Field Assessors

Michael Nordlund
Architectural Assessor

John Boekelman, PE, AIA, LEED AP
Structural Assessor

Paul Rudz, CDT
Mechanical Plumbing Assessor

Kenneth Wasson, PE
Electrical Assessor

Subject Matter Experts

William Grill, CEP, LEED AP
Cost Estimating

Kara Mecomonaco
Software Process Leader / Account Manager

Support from over 1,000 CannonDesign professionals

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)



Joseph Cassata

RA, NCARB

Principal-in-charge

My role on any project is to be at the intersection and push the team down the right path. I want my team to always be thinking about what we can do to tilt the status quo to solve the next problem and help our clients be the best at what they do in the best facilities.

It is our job to connect the dots. Organizations today are interested in bringing people and ideas together in a way that was not previously feasible. We deliver the tools to create and enhance these connections.

Joe leads the FOS of CannonDesign practice. He has over 30 years of professional experience as a facilities architect, project manager and principal, combining expertise in technical documentation, project organization, and contract administration in education, healthcare, government, and corporate projects.

EDUCATION
BA, Environmental Design,
State University of New York at Buffalo

MA, Architecture,
State University of New York at Buffalo

PROFESSIONAL REGISTRATIONS
Registered Architect, NY

RELEVANT EXPERIENCE
Town of Perinton, Buffalo Public Schools, City of Urbana, Charlotte County, State University of New York at Buffalo



Daniel Green

AIA, CDT, LEED AP

Senior Project Manager

Dan joined FOS of CannonDesign after retiring as a Lieutenant Colonel Engineering Officer in the U.S. Air Force / NY Air National Guard. He is a Senior Project Manager and Quality Leader specializing in comprehensive and time sensitive facilities assessments for large institutional clients and corporate organizations nationwide, demonstrating elevated management skills.

With experience in project management of design and construction projects across a variety of markets, Dan is uniquely adept at managing multiple teams simultaneously deployed on large-scale and complex assessments.

EDUCATION
BA Architecture,
Pennsylvania State University

PROFESSIONAL REGISTRATIONS
Registered Architect, NY
American Institute of Architects (AIA)
LEED AP
Construction Documents Technologist
BUILDER Software Training

RELEVANT EXPERIENCE
Town of Perinton, Buffalo Public Schools, City of Urbana, Charlotte County, State University of New York at Buffalo

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)



Nicholas Derr

ASSOC. AIA

Process and Experience Leader

A catalyst for transformative environments, Nick excels at structuring engagements that empower clients to realize their stewardship, fiscal planning, and compliance goals. He brings expertise to each phase of the assessment and planning process and thrives on ensuring no detail is missed. With over 20 plus years of technically-focused experience, Nick is responsible to lead assessments, engage the client as a partner in the process, and assure that project completion is achieved in alignment with the project goals. He draws on his experience in all phases of planning, design and construction.

Nick has lead campus-wide ADA assessments across the country.

EDUCATION
BA, Architecture,
Syracuse University

PROFESSIONAL AFFILIATIONS
American Institute of Architects, Associate Member
National Eagle Scout Association

RELEVANT EXPERIENCE

Town of Perinton, Buffalo Public Schools, City of Urbana, Charlotte County, State University of New York at Buffalo



Richard Mrugala

MUP

Field Project Manager

Richard is a Field Project Manager in the FOS by CannonDesign group primarily responsible for conducting on-site facility condition assessments and developing repair and replacement recommendations through data analysis. From his experience in the construction industry, Richard offers valuable expertise on structural systems including building foundations, framing, and exterior wall systems.

EDUCATION
Master of Architecture Ecological Practices Specialization, State University of New York at Buffalo

Masters Urban and Regional Planning, State University of New York at Buffalo

BA History, Canisius College, Buffalo, NY

TOTAL YEARS / YEARS WITH FOS
15+/3

RELEVANT EXPERIENCE

Town of Perinton, City of Urbana, Alameda County, City of Sacramento, City of San Bernardino, City of Santa Rosa, Orange County

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)



John Boekelman, PE, AIA, LEED AP • Structural Assessor

As part of the FOS team, John brings his extensive experience in structural engineering to the table. He uses a fresh perspective on integration of structure engineering into architectural design to achieve client goals. His experience spans across all markets from coast to coast.

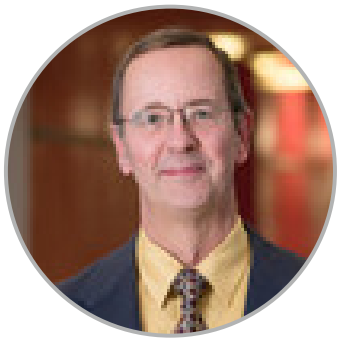
20+ Total Years of Experience



Kenneth Wasson, PE • Electrical Assessor

Ken is a Senior Facilities Condition Engineer in CannonDesign's Facility Optimization Solutions (FOS) group for electrical systems. Ken's facility engineering and assessment expertise for large clients includes telecommunications facilities, K-12 school systems, college/universities, financial data centers, and healthcare.

35+ Total Years of Experience



Paul Rudz, CDT • Mechanical / Plumbing Assessor

Paul specializes in mechanical, plumbing, and fire protection systems in a variety of building typologies including education, healthcare, government, and corporate facilities. He possesses over 30 years of combined experience in condition assessments, project management, construction, and cost estimating of critical building systems.

30+ Total Years of Experience

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)



Michael Nordlund • Architectural Assessor

An experienced member of our Facility Optimization Services team, Michael has worked in commercial and residential construction for 20 years. Michael became certified as a home inspector, and was a Code Enforcement Officer for a local municipality. Before joining FOS he was a teacher of carpentry skills for a non-profit organization in Niagara Falls. He loves a challenge and enjoys working in more challenging environments.

20+ Total Years of Experience



William Grill, LEED AP BD+C • Cost Estimating Leader

William is the Cost Estimating Leader in CannonDesign's Facility Optimization Solutions (FOS) group. He specialized in architectural cost estimating for large-scale complex building design and construction projects across the U.S. and Canada. He has experience in many building types including: education, healthcare, government, sports, and corporate facilities.

20+ Total Years of Experience



Kara Mecomonaco • Software Process Leader/Account Manager

Influenced by her software development, support, and leadership experience, Kara is an information technology specialist focused on custom software reporting mechanisms for diverse clients with complex portfolios. Her work spans all key phases of the design process and she takes pride in helping our clients think about tech utilization in exciting new ways. Her passion, ideas, and skills easily translate to the on-site training she provides.

9+ Total Years of Experience

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TAB 2 -
Relevant Experience

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

Town of Perinton





Town Wide Facility Assessment

Project Size: 259,439 sf

This facility condition assessment included 20 buildings and associated sites including a town hall, community center, public works buildings, park structures and sites across an asset portfolio of approximately 259,439 sf. The results included a Facility Condition Index (FCI), detailed asset documentation, an industry-standard benchmarking of conditions, prioritized liabilities requiring correction, and provided specific professional recommendations with deficiency budget cost-estimates as well as a prioritized short and long-term capital plan. The scope included discipline assessments of the following disciplines architectural exterior, architectural interiors, structural, civil, mechanical, plumbing, fire protection, electrical, low-voltage systems, and communications.

This project also included asset tagging of systems and components with QR code tags linked to FOScore.

Contact Information:

Eric Williams
Assistant to the Commissioner of Public Works
ewilliams@perinton.org
585.223.0770

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

Buffalo Public Schools





NYSED Building Condition Survey

Project Size: 9 million sf

Regarded as one of New York State's premier urban school systems, the Buffalo Public Schools serve 34,000 students in 65 school buildings totaling more than nine million sf. The Facility Condition Assessment formed the basis of a 1 billion dollar reinvestment strategy across all assets. The team has provided subsequent assessments during the phased renovations and software solutions for tracking progress.

The online database CannonDesign developed for the Buffalo Public Schools was unusually extensive, fully integrating condition assessments, photos, and record drawings including the NYSED building condition assessment report for all 65 schools. With this easily updatable database, the district gained the ability to generate any report or scheduled maintenance budget sorted by system, building, or any other desired criteria.

Contact Information:

Paul McDonnell, AIA
Director of Facilities Planning,
Design and Construction
pmcdonnell@buffaloschools.org
716.816.3562

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

City of Urbana





Facility Assessment / Master Plan

Project Size: 500,000 SF

The FOS team returned to Urbana-Champaign to assist the City of Urbana with their assessment and master planning needs. The FOS team conducted a detailed assessment of all city buildings and focused on Architectural, Mechanical, Plumbing, Fire Protection, Fire Detection, Communication, Safety and Security, and Electrical Systems. The portfolio included municipal administration, training spaces, civic centers, courtrooms, fire and police stations, public works, as well as community buildings.

The team also provided gap analysis with the CMMS system and integrated results to facilitate prioritized work orders. The city now has a complete inventory of assets moving forward. The facility condition assessment will serve as the basis for infrastructure improvements for the additional planning awarded to CannonDesign by the City of Urbana.

Contact Information:

Vince Gustafson
Deputy Director of Operations
vhgustafson@ubranaillinois.us
217.384.2342

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

Charlotte County





Project Information

Project Size: 1.76 million sf

As part of a capital asset planning and management study, FOS of CannonDesign conducted a comprehensive facility condition assessment (FCA) at 115 municipal facilities and sites within Charlotte County, Florida. The FCA included evaluating conditions of exposed foundations and structural members, roof/flashing systems, wall cladding/soffit systems, window/door assemblies, curtainwall/storefront systems, louvers, exterior stairs/balconies/guardrails and canopies, sealants, all mechanical, plumbing, fire protection, electrical, data, telecom and pool systems, all site and civil systems and components.

Using FOScore® to complete the assessment and build a component-level asset condition database, projects and capital plans were delivered to guide a data-based strategic investment approach for Charlotte County's facility portfolio. Following receipt of final deliverables, Charlotte County opted to become a software subscriber to keep their portfolio updated based on completed work orders and observed asset condition.

Contact Information:

Vicki Chichura
Fixed Assets Coordinator
vicki.chichura@charlottecountyfl.gov
941.623.1054

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

City of Santa Rosa





Project Information

Project Size: 651,327 SF

This facility condition assessment and structural/seismic evaluations assessments included 115 city owned assets across an asset portfolio of 651,327 sf across the City of Santa Rosa, California. The results included a detailed asset documentation, an industry-standard benchmarking of conditions, prioritized liabilities requiring correction, and provided specific professional recommendations with deficiency budget cost-estimates as well as a prioritized short and long term capital plan. The scope included discipline assessments for architectural exterior, architectural interiors, structural, civil, mechanical, plumbing, fire protection, electrical, low-voltage systems, and communications. This assessment was completed just prior to the wildfires in 2017 and provided the City with the current replacemnt values (CRV) to petition FEMA for higher valuation and financial assistance.

Contact Information:

Douglas Williams
Facilities Maintenance and Operations
dwilliams@srcity.org
707.543.3712

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

TAB 3 -
Project Approach

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

Our approach starts with building a strong partnership with you. We believe the best Facility Condition Assessments (FCA) and Capital Improvement Plans (CIP) are the result of building a partnership with between our clients, the assessment team, and the subject matter experts all working collaboratively to ensure the results are accurate, useful, and leverage the knowledge, creativity, and technical input of all involved. Working in direct collaboration with Town staff allows our team to better understand the history or the facilities and assets, and understand the challenges faced on a daily basis to provide the best assessment possible. We need the Town's on site staff to relay all that is known, but cannot be easily observed by our team. Together, we will author a dynamic road map to empower you with data-driven metrics, cost-estimates, and condition forecasts to facilitate responsible and informed decision making.

Our 3-phase approach is comprised of 9 distinct steps (See Figure 1). Our process is rooted in providing collaboration touchpoints (shown in red in Figure 1) as to allow our assessors and cost estimators to interface with Town staff at appropriate intervals.

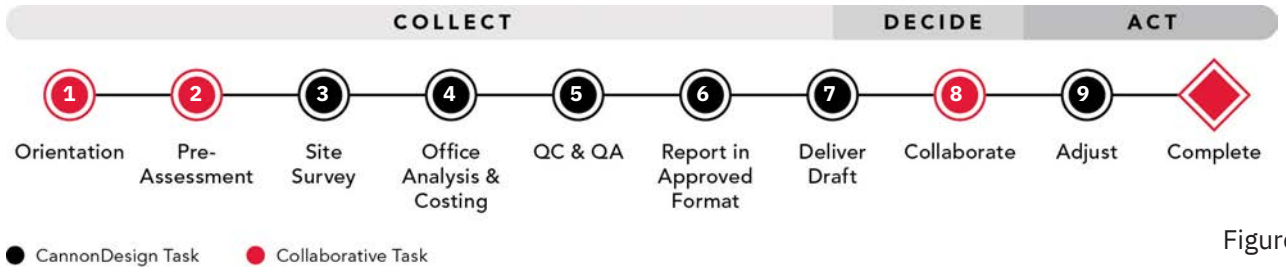


Figure 1

Our practice will deploy a team of assessors across all of the Town's facilities. The assessment team will be managed by an experienced Project Manager, Dan Green, AIA. Asset condition data will be collected by our multi-disciplinary, highly trained assessment experts.

Our first steps are to set the criteria for pre-assessment, site assessment, analysis, and design to meet and exceed the expectations of the Town.

Phase I - Facility Assessment Planning

PRE-ASSESSMENT – DOCUMENT REVIEW AND INTERVIEWS WITH KEY PERSONNEL

The primary focus during the pre-assessment phase is to collect all necessary data for the completion of the condition assessment for the portfolio of assets included across the Town. A schedule, using the Critical Path Method (CPM), and pre-assessment policies will be developed for data collection prior to the field survey / walk-through phase. We will also establish access protocols at this time.

The pre-assessment phase requires our team to work very closely with Town staff to define the specific condition assessment parameters to ensure that we are meeting your needs and expectations. Additionally, this collaboration will allow us to collect existing facility data including automated drawings, asset functionality, level of service, reliability, maintenance records, age, use, risk, criticality, and other physical condition assessments.

Our team will also require access to your testing and measurement systems, including any Computer Maintenance Management Systems (CMMS), in order to extract relevant data. This data will be verified, validated, and updated during the field assessment.

Our team starts a facility assessment by interviewing available key building staff to understand the daily challenges faced. While the aforementioned documentation is very valuable, we believe that the time spent interviewing key staff, and their provision of first-hand knowledge and experience, is the most valuable information of all.

We firmly believe assessments are a true partnership between our teams and the facility personnel we serve. Open communication throughout the process will ensure a valuable product for you to use in making informed decisions.

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

Phase II - On Site Facility Condition Assessment

SITE ASSESSMENT – FIELD SURVEY / WALK-THROUGH INSPECTION

The site assessment phase is the actual on-site work conducted by our assessment team. The detailed field survey includes a visual inspection of the buildings with the intent of thoroughly documenting all observable deficiencies. Deficiencies will be catalogued using UniFormat Levels 3-5. The onsite assessment will be conducted using discipline, system, and component level methods of the 2010 UniFormat standards (See Figure 2).

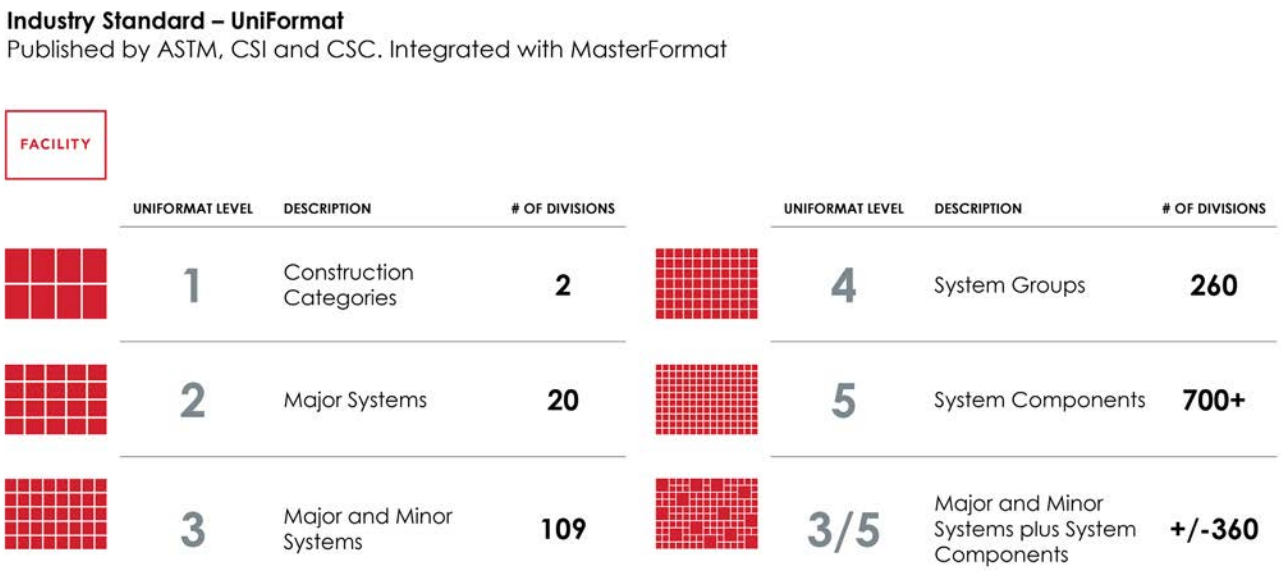


Figure 2

A trademark of the Construction Specifications Institute (CSI) and Construction Specifications Canada (CSC), UniFormat is a classification system ranging from a broad to a detailed level of building assembly nomenclature. The UniFormat hierarchy catalogues and organizes the major divisions of construction information separated by their special function (See figure 3).

ELEMENTS OF UNIFORMAT

A	Substructure	E	Equipment and Furnishings
B	Shell	F	Special Construction and Demoliti
C	Interiors	G	Building Sitework
D	Services	Z	General

Figure 3

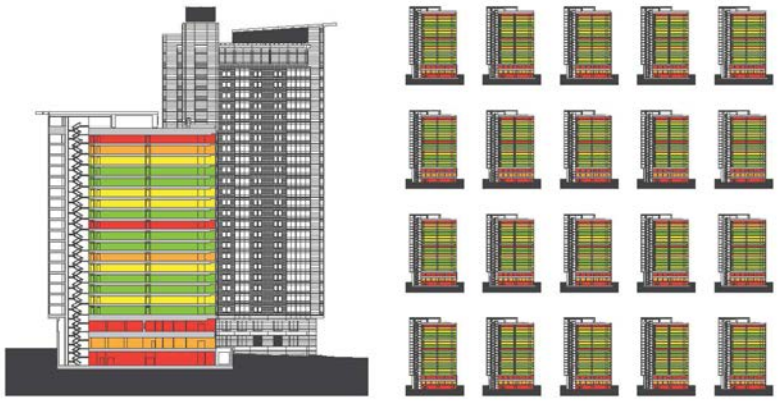
In addition to UniFormat, our methodology is also based on assessment protocols in conformance with the ASTM 2018-15 Standard Guide for Property Condition Assessments. This industry standard provides guidance for identifying and communicating physical deficiencies within assets.

It is also within the site assessment step that our assessment team will work with the Town to select a representative building for the employment of a pilot assessment program. This pilot will allow our teams to establish the assessment criteria for data collection, set format and content for deliverables, and set up our software with any customizable fields needed by you for your specific standards. The objective of the pilot assessment program is to obtain full approval from you and your staff at the onset of the assessment process to ensure the Town receives what it wants, needs, and expects.

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

PROJECT APPROACH Site

ACCESS, REVIEW AND REPEAT



1. Site

Site topography, utility connections and shutoffs, facility entry points, paving systems, walkways, ramps, exterior lighting, and drainage will be assessed in order to identify and quantify problematic and / or deficient conditions.

2. Structural Systems and Exterior Architecture

Structural frames and building envelopes will be evaluated by an experienced structural engineer and architect working in tandem to assess current issues and provide accurate and appropriate recommendations for remediation.

The structural review will begin at the foundation level to ensure the most primary systems continue to operate in a safe condition. Basements and walkable tunnels will be entered as part of this assessment. Crawl spaces will be observed, but not entered. Exterior walls, including exposed foundation walls, and all openings, including doors, windows, vents, skylights, storefronts and curtainwalls will be assessed. Cladding wall and roofing systems will also be assessed. Roofs will be evaluated to ascertain type, flashing and parapet conditions, and general slope and drainage. Specialty exterior construction, i.e. balconies and staircases, will be assessed.

3. Interior Architecture

Interior architectural elements and finishes will be assessed to include the condition of floors, walls, ceilings, doors and finishes will be assessed in small places and catalogued in UniFormat. Isolated cosmetic and routine maintenance items will not be the focus of the assessment, and opinions of probable cost will not be determined for these items.

4. Mechanical Systems

Mechanical systems, equipment, and controls will be assessed in a comprehensive manner at both the system and component levels. Basic heat generation and distribution systems will be identified along with their observed remaining useful life, reported or observed age, significant modifications or alterations, and apparent level of maintenance. Assessment of the steam service entrance, condensate piping, pressure reducing station, meters, and valves will be conducted for all additional serviced buildings. Removal and reinstallation of panel or access doors will not be the responsibility of FOS.

5. Air Conditioning and Ventilation Systems

Air conditioning and ventilation systems including chillers, cooling towers, air handlers, split systems, package units, etc. will be assessed. The observed remaining useful life of the equipment, significant system modifications or alterations, and apparent maintenance levels will be documented.

Assessment of chilled water service entrance, including supply and return piping, meters, and valves, will be conducted for all additional serviced buildings. Building automation system controls, building management systems, and component equipment will be included in the assessment. The scope, or extent of automated control, of building systems and their associated deficiencies and areas of concern will be documented.

6. Electrical Systems

Electrical systems and equipment, including emergency systems, will be assessed in detail. The electrical system including, but not limited to, distribution panels, transformers, meters, emergency generators, lighting systems will also be assessed.

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7. Plumbing Systems
Plumbing systems, equipment, and fixtures will be assessed. Plumbing systems include exposed piping and domestic hot water production. Piping concealed within walls will be assigned the same condition rating as the exposed, adjacent piping unless alternate anecdotal information is provided during the pre-assessment phase.

8. Life Safety / Fire Protection Systems
Life Safety / Fire Protection systems and equipment will be assessed. The adequacy of sprinklers and standpipes, fire alarm systems, smoke detectors, emergency lighting, and stairwell pressurization will be assessed.

9. General ADA Compliance
The ADA assessment focuses on barrier removals including site accessibility, access to building products and services, restrooms, and communication features. Only a visual identification and documentation of items that appear to be in noncompliance will be performed.

10. Telecommunication Systems
Telecommunication systems and equipment including data communication, voice communication, audio / visual communication, distributed communication and monitoring, as well as all supplementary components will be assessed.

Access control and intrusion detection, electronic surveillance, detection and alarm, electronic monitoring, control, and safety / security supplementary components will also be assessed.

11. Vertical Transportation Systems
Vertical transportation systems and equipment will be assessed. The number of elevator / escalators, elevator reliability, cab finishes, time of life, and any observed or reported deficiencies will be documented and assessed.

12. Specialty Systems (including Laboratory Systems)
Specialty systems including pools, pool equipment, and athletic / recreation facilities will assessed in terms of condition. Review will also include laboratory systems such as fume hoods, exhaust systems, lab pressurization systems, vacuum systems, lab gases, and other specialties.

13. Photographs and Recordings
Our teams will take digital photographs and video recordings of the assets' exteriors, interiors, and any observed deficiencies. Deficiencies are any repair and / or replacement issues including systems or components that are unsafe, broken / damaged, can no longer perform the intended function, or do not conform to current codes. Each deficiency will be documented and attached to floor plans per our sample report. Additionally, each deficiency will be individually classified by priority, category (cause of issue), and prime system, with a cost estimate for remediation.

14. Hazardous Materials
Suspected hazardous materials will be noted and documented. Where hazardous materials are suspected, teams will not enter until classification of the type of hazardous material(s) and all necessary precautions are outlined by the facility manager. This assessment will not be a hazardous material report, and destructive and analytical testing will not be performed. Deficiencies located adjacent or integrated with suspected hazardous materials will include contingencies in the cost estimate to account for the likely increase in cost to make repairs or replacements.

15. Exclusions
Assessment of building systems within the kitchen such as vent hood, sinks/plumbing, and lighting are included. However, equipment such as stoves/ovens, commercial refrigeration, fryers, and other kitchen specific equipment whether fixed or mobile are not included. Destructive testing, sample analysis, hazardous material, thermal imaging, arc flash testing, generator testing, life-safety code analysis, legal-compliance level of detail ADA accessibility, or above ceiling survey is not included in this proposal. Review of underground site utilities, underground civil infrastructure, and/or landscaping is not included. Additionally, our field engineers will not climb portable ladders, raise ceiling tiles or ceiling access panels, walk sloped roofs, or enter entry-permit-required confined spaces.

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PROJECT APPROACH

	PRIORITY 1 - Currently Critical **Year 1 (0-12 Months)** **Requires immediate attention**	• General life-safety non-compliance observations • Return a necessary building system assembly or service system to useful operation
	PRIORITY 2 - **Potentially Critical** **Year 2 (13-24 Months)** **Will become critical**	• Rapid deterioration of building system assembly or service system will potentially lead to loss of facility • General ADA non-accessible observations
	PRIORITY 3 - **Necessary, But Not Yet Critical** **Years 3-5** **(25-60 Months)** **Should be addressed**	• Repairs that would provide a rapid return on investment, including energy efficiency • Necessary building or site improvements • Repairs that preclude predictable deterioration, potential downtime, and/or higher short-term • Replacement of building assemblies beyond useful life
	PRIORITY 4 - **Recommended** **Years 6-10** **(31-120 Months)** **Should be considered**	• Sensible improvements to existing conditions • Not required for the facility to generally function • Improvement of overall usability and/or reduce long-term maintenance costs
	PRIORITY 0 - **No Action** **Years 11-99** **(Beyond 120 Months)** **Good Condition**	• No capital improvements to existing conditions anticipated as being necessary within 10 years • Only minor deferred maintenance deficiency projected with a repair valuation at five percent or less of total

Phase III - ANALYSIS AND COLLABORATION

During this phase, Town staff are asked to review all of our findings. The review will present a clear and accurate assessment of the short-term needs and long-term system renewals, with associated costs. Results of the review will give Town staff the opportunity to explore alternative funding strategies for restoring and maintaining a targeted level of asset condition and subsequent risk. Additionally, Town staff will be able to ascertain the impact of various funding levels on the Facility Condition Index (FCI) of the assets, or alternatively, the funding requirements to achieve a specific asset FCI.

Cost estimates for forecasting and corrective actions assist with the beginning stages of both the planning and project processes. Action costs consist of burdened subcontractor construction costs based on regional materials and prevailing labor wage rates. A contingency factor is included within each unit price and averages approximately 15%. Additional mark-ups including General Contractor / Construction Manager (GC / CM), Overhead and Profit (OH & P), escalation, and soft costs are typically applied during the project planning phase, dependent on the project delivery method.

The above unit prices are integrated into our software application and align with CannonDesign's estimating database. Unit prices include adjustment options based on region, and escalation factors. Deficiencies identified in the Facility Condition Assessments (FCA) are broken down and assigned anticipated renovation costs by CannonDesign's cost estimators. These cost efforts are included for the purpose of project planning.

The associated estimated costs are defined as follows:

Unit Cost – Includes all labor and material required to replace a system or component, or fees to hire a contractor directly to replace a system or component. The unit cost typically includes incidental work or materials not specifically identified. Examples of unit costs include demolition, piping and ductwork connections, electrical connections, controls, and balancing. Each unit cost is comprised of anticipated items required for system or component replacement. Unit costs may also include subcontractor mark-ups and contingencies. CannonDesign utilizes its extensive, historic database of contractor pricing, manufacturer quotes, bid results, and estimating resources to determine unit costs.

Unit cost items are not quantifiable, and not identified elsewhere; for example cutting and patching of partial ceiling removals for component access. Unit costs exclude General Contractor / Construction Manager (GC / CM) mark-ups, soft costs, escalation, inflation, overtime, and off-hours work. Clear delineation is necessary to avoid double-counting for multiple system or component replacements.

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

Additional project costs, coordination costs, and premiums for working conditions are added using the planning module in our application software.

Repair Factor – Determined by the assessor in the field. An assigned repair factor of 100% illustrates full replacement of the assessed system or component is necessary.

Action Cost – Represents the total price of a specified quantity of a system or component to be repaired or replaced. The action cost is determined by multiplying the repair factor by the quantity and unit price; i.e. Repair Factor x Quantity x Unit Price.

Project Cost – Costs tailored to match the delivery method and include a contractor's overhead and profit, general conditions and other soft costs, contingencies, design costs, permits, and bidding.

Current Replacement Value (CRV) – The cost of labor, material, and equipment, including demolition, at the present time, which would be required to replace a building or asset. Our team will calculate the CRVs based on current cost trends and validate the values. Once validated and we are in agreement with the newly established CRVs, we will use them to calculate the Facility Condition Index (FCI) and Discipline Condition Index (DCI).

The FCI and DCI are comparative indicators of the relative condition of the facilities and individual systems. The FCI is the quotient of the Deferred Maintenance Deficiencies (DMD) divided by the CRV. The FCI provides you with a method of measurement to determine the relative condition of a single building, group of buildings, or the total facility. The DCI is the quotient of the repair or replacement cost divided by the replacement value of the component or assembly.

Both the FCI and DCI are calculated automatically in our software application. These values provide a measurement method to determine the building's system conditions, as well as systems across building groups, to facilitate benchmarking and strategic planning.

From our software application we will generate a list of all requirements detailing each of the building's needs, including renewal of systems, over the coming five years. System renewal needs are also projected beyond five years for long-term planning.

Phase IV - Facility Condition Assessment Report Preparation

Our team will utilize the data collected during the on-site facility condition assessment and analysis phase and provide a separate comprehensive condition assessment report for each site. Report deliverables will include the FOS formatted report along with a modified 2020 NYSED building report as requested.

Each individual asset will be represented in a sub report for individual evaluation and budgeting, but combined to limit the amount of redundant explanation of methodology, definitions, glossary, and project specific information. Additionally, the level of UniFomat detail will vary appropriately from levels 3 to 5 based on size, complexity of building, and function. We look forward to collaboratively tailoring the level of detail for each asset to meet the Town's goals, needs, and budget.

The reports will contain the following information:

A. Capital requirement cost summarized by building systems
B. Capital requirement cost summarized by priority across facilities.
C. Capital requirement cost summarized by category type across facilities.
D. The FCI for each facility.
E. A multi-year annual expenditure forecast for each facility representing 5 and 10 year needs.
F. Detailed description of building assets and equipment detailing the observed condition and deficiency cause providing recommendations to correct the deficiency.
G. Digital photographs for each piece of equipment recommended for action.
H. A schedule of annual forecast expenditures itemizing each deficiency against each asset classification of the total cost for the actions required to correct the deficiencies for each facility by building system.

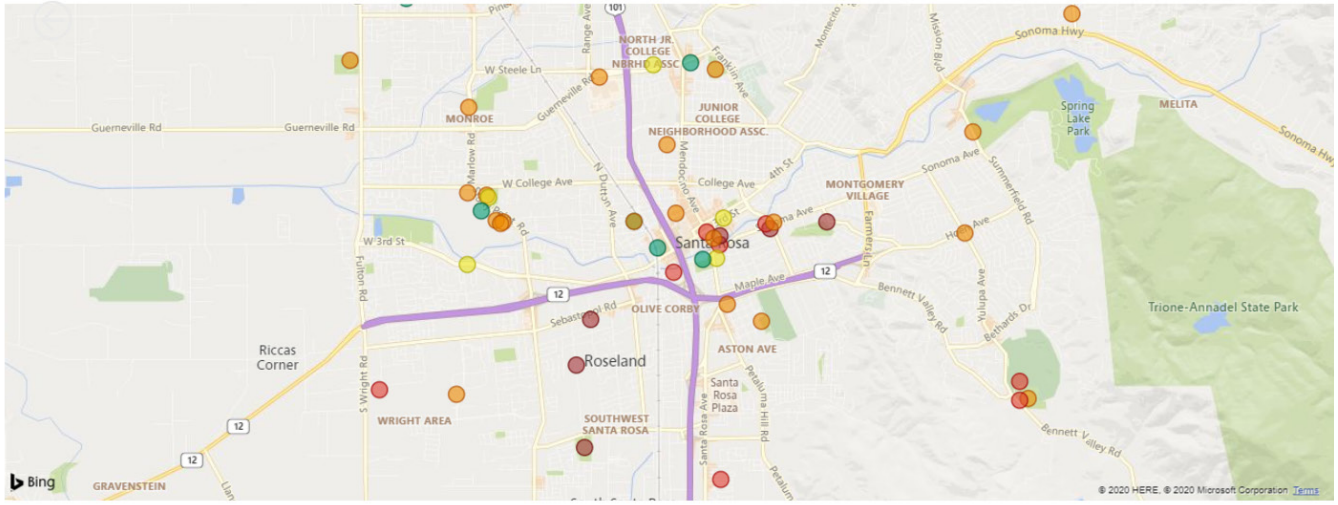
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A sample report has been provided separately for the evaluation team's review. A MS Excel file of all the information collected and cataloged will be provided – the data is always the property of the Town. We will match the format to be identified by the Town of Amherst so that information can be imported into any type of work order software platform. This task, a computerized maintenance management systems (CMMS) upload file, is a common requirement of our projects. We have provided uploads and software integrations with multiple CMMS vendors.

Note that because this deficiency-based assessment, systems and components in good condition will not be documented. An asset with no observed deficiencies would still be represented but listed as 'no observed deficiencies'. This is different from an asset inventory scope of services, which would account for all assets, systems, and components regardless of condition.

Phase V - Preparation and Presentation of Findings

Our team leadership will present the assessment findings through reports, graphs, and charts to provide a visual representation of the condition assessment data. Again, we direct your attention to the provided sample report. The final portfolio level report of all assets will be provided in MS PowerPoint format. Our team will make up to two presentations. In addition to information conveyed in written format and presentation style media, we will also present information in an interactive web-based dashboard. One example from a large municipality is shown below.



BuildingName	Year Built	Building GSF	CRV	5 Year Needs	10 Year Needs	5 Year FCI	10 Year FCI
088-Howarth Animal Barn	1969	920	$115,727	$7,495	$14,983	0.06	0.13
046-Finley Park Swim Center	1991	6,240	$2,986,386	$192,766	$541,699	0.06	0.18
035-Transit Wash Station Building	1979	360	$194,996	$12,314	$76,661	0.06	0.39
059-Burbank Carriage House	1884	1,494	$410,938	$20,608	$39,896	0.05	0.10
018-Fire Station 11 Modular	2009	1,974	$379,915	$18,410	$80,645	0.05	0.21
031-MSCN Vehicle Storage Building	1979	7,500	$925,241	$44,513	$44,513	0.05	0.05
034-Transit Operations Building	2005	8,660	$2,747,501	$113,812	$351,469	0.04	0.13
063-Burbank Restroom Building	2002	450	$62,556	$2,264	$6,816	0.04	0.11
068-BVGC Range Ball Building	2014	341	$65,485	$2,355	$8,697	0.04	0.13
101-Northwest Park Restroom Building	1980	369	$304,940	$10,940	$17,238	0.04	0.06
024-Fire Training Storage Building 1	1984	1,710	$117,143	$4,106	$49,381	0.04	0.42
058-Burbank House	1884	1,125	$391,591	$13,557	$147,104	0.03	0.38
064-BVGC Clubhouse	2004	14,156	$4,927,998	$145,638	$173,116	0.03	0.04

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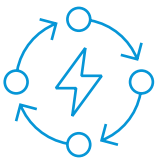
Software.

Our FOScore® software is a central data repository and bridge between non-communicative management information systems and static documents.

FOScore® Assessment and Asset Management Platform

Our knowledge and experience in the physical asset management industry led to the creation of a software solution that enables efficient facility condition assessments & accurate, actionable capital planning.

Our unique set of web-based software solutions and apps enable our clients to turn their desktops and mobile devices into powerful facility management platforms. We built our software solutions to integrate with the most widely used maintenance management and reporting tools enabling fast, efficient, and up to date capital planning data at the hands of our users.



- Provides a current state benchmark of conditions
- Ability to report, strategize, plan, & update improvements
- Highly customizable
- Promotes proactive maintenance



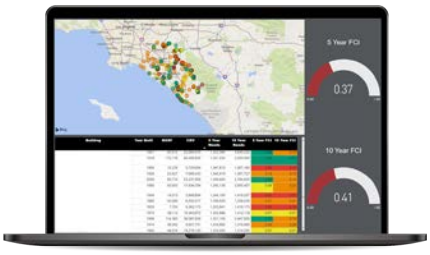
- Helps budget for capital projects through cost escalation on an annual basis
- Built-in asset tagging capabilities
- Track assets using system generated QR codes from smart-phone or tablet
- Advance infrastructure goals



- Built-in dashboards & reports
- Tailor data collection and categorization
- User-friendly platform
- Real-time, web-based
- Unlimited users & storage space

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)







Software Overview

FOScore® provides our clients with a current state benchmark of conditions and the ability to report, strategize, plan and update improvements and corrections. It is highly customizable and can be integrated with the most widely used maintenance management and reporting tools enabling fast, effectual, and up-to-date assessments. It promotes proactive maintenance and helps budget for capital projects through cost escalation on an annual basis. It has built-in asset tagging capabilities. Clients can track their assets using system generated QR codes from their smart-phone or tablet. **Quite simply, FOScore® helps prepare our clients for the future and advance their infrastructure goals.**

Selected List Of Built In Reports

- Building Assessment Reports
- Portfolio Assessment Reports
- Asset Summary Reports
- Building Data Grids
- Funding Needs
- System Summary List
- Asset Tagging Reports
- Quality Assurance Reports
- Export Assessments to Excel
- Annual Rate of Decay
- Assessment Project Summary
- Photo Log

Cost Estimating

FOScore® has cost estimating built in. Building system or component deficiencies are assigned regionalized cost estimates for remediation. Users can modify estimates using numerous parameters.

Project Building

Deferred maintenance and capital renewal items recorded in FOScore® can be built into projects in minutes. Designed intuitively like online shopping, simply add to a cart by selecting attributes including priority, building, deficiency type, or system category. Add soft costs including permitting, design fees, OH&P, and more to generate an actionable project with accurate and reliable costs.

Capital Planning

Projects developed in FOScore® can be phased into capital planning documents for short- and long-term budgeting. Develop capital renewal and investment budgets based on actual facility data. FOScore® helps reduce guesswork, uncertainty, and labor in the capital planning process delivering solutions to streamline project delivery.

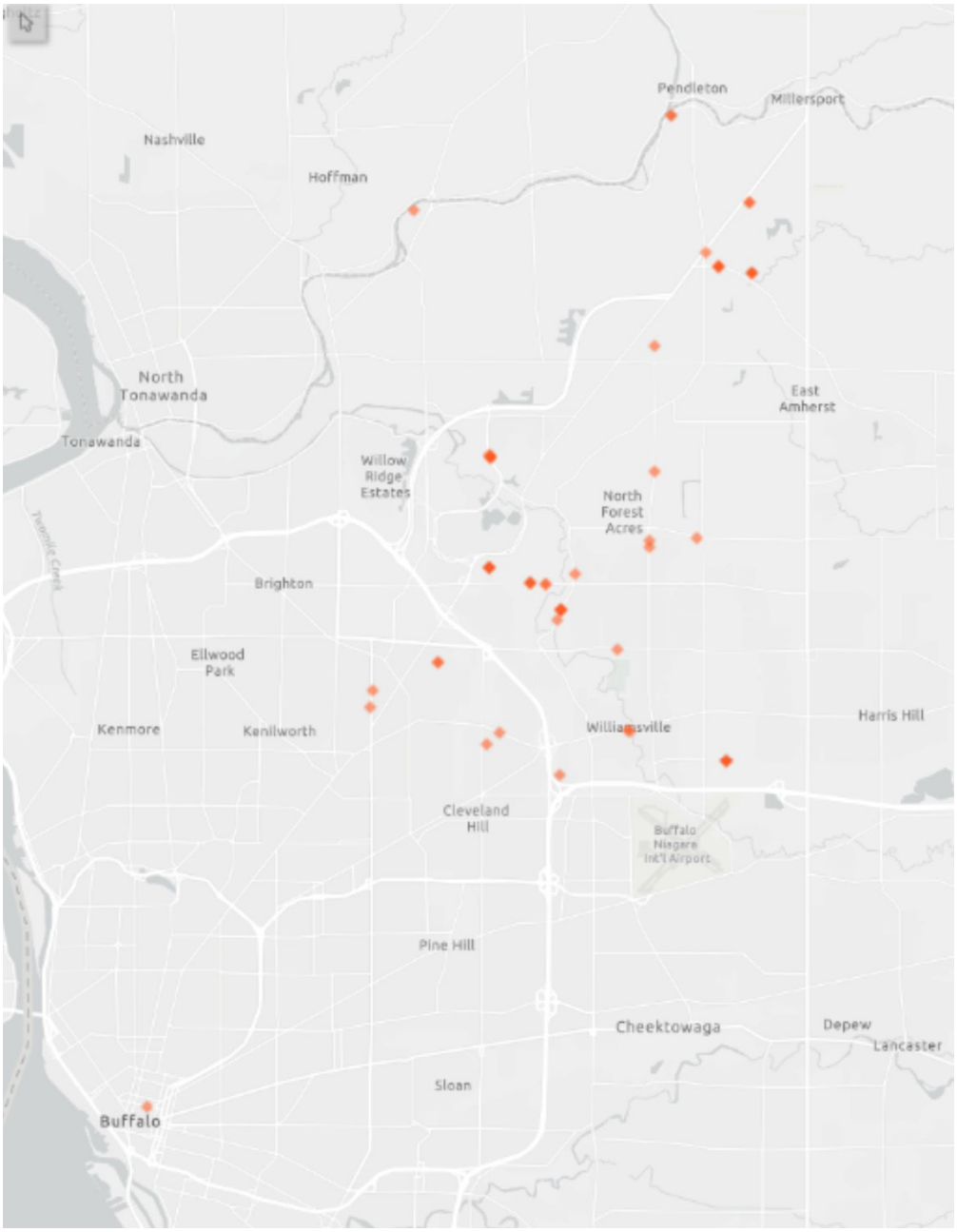
Asset Tagging

FOScore® software has an integrated asset tagging module. Our system capabilities include the ability to attach asset tags with traditional barcodes e.g. Code 39 (AKA Code 3 of 9) or QR codes. These tags are linked to the component assessment record in the database, and allow access to all related photos and files in the field such as operations and maintenance manuals, warranty information, capacities and lubricant types, etc.

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

Town of Amherst Assets

Within this relevant experience we have assessed every single type of asset described within your RFP. Our office is within 20 miles of all Town of Amherst assets.



Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

TAB 4 - Schedule

SCHEDULE

Our management plan provides a strategy to ensure work performed is high quality, and effective. Our solutions are the result of joint planning, and the equal commitment at all levels by each party involved. The most critical element in the successful integration of the staff assigned to the contract and the commitment of you and your personnel is the availability of skilled staff. Therefore, we put forth the following schedule.

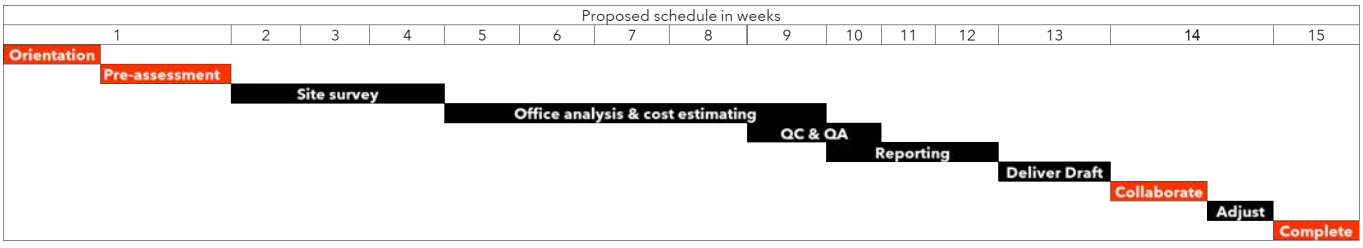
Prior to fieldwork an orientation meeting will be held to understand specific protocols, access, and working hours while on site. This meeting will be held at least one week prior to fieldwork in order to ensure that you and your personnel have a detailed understanding of our team's goals and needs.

The field assessment of the assets will be covered in approximately three field weeks by a team of four multi-disciplined field assessors. The first week in the field will include the pilot building assessment. One asset, as previously mentioned in the Project Approach, will be assessed and reported on in full detail prior to the delivery of any other report. Following the collaboration and review of the pilot, all future reports will be tailored to confirm that you get what you want, need, and expect.

The field work will be followed by approximately six weeks of time spent in the office. We look forward to discussing a scheduling process with the Town of Amherst. It may be possible to assess some non-occupied closed buildings or building exteriors early, or we can hold until all COVID-19 restrictions have been lifted. We expect the total schedule to be 15 weeks from start to finish but based on the uncertain time that we find ourselves in know that flexibility will be paramount in successfully completing this project.

Presentations, to be scheduled at your convenience, will include:

1. One preliminary draft FCA Report (Pilot Assessment).
2. One draft FCA report for all assets presented.
3. One final FCA report for all assets presented. This presentation will be executive in nature and give an overview of the findings and costs.



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SCHEDULE

NO.	NAME	ADDRESS	DEPARTMENT	DATE BUILT	SF
1	Harlem Road Community Center	4255 Harlem Road	Youth and Recreation	1924	40,000
2	Engineering Dept.	1027 North Forest	Engineering	1927	7,200
3	Highway Department	1042 North Forest Road	Highway	1940	83,000
4	Engineering Dept.	1100 North Forest	Engineering	1979	20,000
5	Engineering Department Pump House	1042 North Forest Road	Engineering		
6	Engineering Department Filtration House	1042 North Forest Road	Engineering		
7	Highway Department Paint Shop	1042 North Forest Road	Highway		
8	Highway Department 2nd Salt Storage Barn	1042 North Forest Road	Highway		
9	Highway Department Salt Storage Barn	1042 North Forest Road	Highway		
10	Highway Department Pole Barn	1042 North Forest Road	Highway	1995	2,000
11	Engineering Department Storage (IM Equipment)	1042 North Forest Road	Engineering	1999	4,000
12	Engineering Dept. Sewage Treatment Lab	1042 North Forest Road	Engineering		
13	Ellicott Creek Trailway Restroom Facility (Tennis Courts)	1410 North Forest Road	Highway		450
14	Police North Garage	Town Rd. 4845	Police	1956	2,400
15	Police North Garage Storage	Town Rd. 4845	Police	1956	1,250
16	Town Municipal Complex Storage "A" (Paw Park)	550 Smith Road	Youth and Recreation	1957	4,234
17	Town Municipal Complex Maintenance Shop "B"	550 Smith Road	Youth and Recreation	1957	2,588
18	Municipal Complex Records Center "C"	550 Smith Road	Clerk	1957	6,482
19	North Amherst Recreation Center Garage 1 (Large)	550 Smith Road	Building	1966	5,237
20	North Amherst Recreation Center Garage 2	550 Smith Road	Highway	1966	3,652
21	Williamsville Library	5571 Main Street	Village	1960	6,300
22	Eggertsville Snyder Public Library	4622 Main Street	Libraries	1964	8,589
23	Town Hall	5583 Main St	Building	1965	27,144
24	Williamsville Community Center (Youth Building)	5005 Sheridan Drive	Youth and Recreation	1971	12,600
25	Eggerstville Community Center	4110 Bailey Avenue	Youth and Recreation	1959	13,500
26	Community Police and Training Center	4220 Bailey Ave.	Police	1968	49,494
27	Clearfield Public Library	770 Hopkins Road	Libraries	1968	12,212
28	Clearfield Community Center	730 Hopkins Road	Youth and Recreation	1972	37,464
29	Billy Wilson Restroom Facility	1250 Hopkins Road	Youth and Recreation	1989	977
30	Parks Department Facility	450 Maple Road	Highway	1974	10,200
31	Par 3 Golf Course Club House	500 Maple Road	Youth and Recreation	1974	120
32	Parks Department Facility Rear Addition	450 Maple Road	Highway	1989	3,600
33	Audubon GC Clubhouse	500 Maple Road	Youth and Recreation	1993	4,607
34	Parks Department Facility Storage (West)	450 Maple Road	Highway	1998	500
35	Parks Department Facility Storage (Rear)	450 Maple Road	Highway		540
36	West Royal Park Maintenance Facility	187 West Royal Parkway	Youth and Recreation	1974	650
37	Amherst Police Headquarters	500 John James Audubon Pkwy.	Police	1979	55,000
38	Amherst Fire Control (in Police Bldg.)	500 John James Audubon Pkwy.	Central Alarm	1979	2,000
39	Amherst Town Court	400 John James Audubon Pkwy	Court	1984	17,500
40	Audubon Public Library	370 John James Audubon Pkwy	Libraries	1987	13,050
41	Police Mechanics Garage	500 John James Audubon Pkwy.	Police	1993	1950
42	Police Bike Storage	500 John James Audubon Pkwy.	Police	1993	700
43	Police Secure Storage	500 John James Audubon Pkwy.	Police	2015	2,800
44	Senior Center	370 John J Audubon Parkway	Senior Services	2000	53,000
45	Lou Gehrig Double Garage	50 Dann Road	Youth and Recreation	1989	600
46	Lou Gehrig Restroom	50 Dann Road	Youth and Recreation	1993	800
47	Lou Gehrig Fields Main Bldg. & Pavilion	50 Dann Road	Youth and Recreation		5,200
48	Lou Gehrig Ticket Window	50 Dann Road	Youth and Recreation		360
49	North Amherst Recreation Center	4415 Millersport Highway	Youth and Recreation	1990	35,984
50	Veterans Canal Park Facility Building	146 Brenon Road	Youth and Recreation	1996	2,253
51	Northtown Center (Ice Rinks - Qty. 4)	1615 Amherst Manor Drive	Youth and Recreation	1997	183,040
52	Bassett Park Restroom Facility	351 Klein Road	Youth and Recreation	2002	845
53	Wehrle FAA Restroom Facility	1995 Wehrle Drive	Youth and Recreation	2000	700
54	Wehrle FAA Maintenance Bldg.	1995 Wehrle Drive	Youth and Recreation	2001	1,050
55	Wehrle FAA Concession	1995 Wehrle Drive	Youth and Recreation	1988	2,500
56	Wehrle FAA Pavilion West	1995 Wehrle Drive	Youth and Recreation	2007	720
57	Wehrle FAA Pavilion East	1995 Wehrle Drive	Youth and Recreation	1997	900
58	Garnet Field Restroom/Garage (2 sep. bldgs.)	66 Garnet Drive	Youth and Recreation		1,200
59	Garnet Field Concession	66 Garnet Drive	Youth and Recreation		375
60	Northtown Center Filtration Building	1615 Amherst Manor Drive	Engineering		
61	NTC Pavilion - North (Football)	1615 Amherst Manor Drive	Youth and Recreation		2,500
62	NTC Storage Bldg (Football)	1615 Amherst Manor Drive	Youth and Recreation		200
63	NTC Pavilion - AG Softball Pavillion/Concession	1615 Amherst Manor Drive	Youth and Recreation		2,500
64	NTC AG Softball Bathroom	1615 Amherst Manor Drive	Youth and Recreation		800
65	NTC AG Softball Maintenance Garage (West)	1615 Amherst Manor Drive	Youth and Recreation		1,250
66	NTC AG Softball Maintenance Garage (East)	1615 Amherst Manor Drive	Youth and Recreation		400
67	Oakwood Golf Course Clubhouse	3575 Tonawanda Creek Road	Youth and Recreation		1,350
68	Oakwood Golf Course Garage 2 Bays	3575 Tonawanda Creek Road	Youth and Recreation		2,400
				1978	764,917
				AVG YR	TOTAL SF

Legend for above analysis:	Newest	Largest
	Oldest	Smallest

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

TAB 5 -
Wage Rates - Submitted Seperately

TAB 6 -
Required Forms

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

32. **Governed by New York law.** This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

33. **A contract formed by the acceptance of this bid** shall be deemed to have been let in a manner that constitutes competitive bidding consistent with state law and made available for use by other governmental entities pursuant to General Municipal Law 103 (16).

FIRM NAME Cannon Design Architecture & Engineering, P.C.

ADDRESS 50 Fountain Plaza

STATE Buffalo ZIP 14202

AUTHORIZED SIGNATURE _____

TITLE Principal

DATE April 27, 2020

(Rev. 7/2017)

REQUIRED FORMS

Town of Amherst

Contract Compliance & Administration Department

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME Cannon Design Architecture & Engineering, P.C.

ADDRESS OF PRINCIPAL OFFICE:

STREET 50 Fountain Plaza

CITY Buffalo STATE New York

ZIP 14202 AREA CODE 716 PHONE 774.3258

Check one: CORPORATION X PARTNERSHIP_____ INDIVIDUAL_____

FEDERAL ID NUMBER: 26-1735503

E-MAIL ADDRESS: jcassata@foscd.com

INCORPORATED UNDER THE LAWS OF THE STATE OF North Carolina

If foreign corporation, state if authorized to do business in the State of New York:

YES X NO _____

TRADE NAMES: N/A

ADDRESS OF LOCAL OFFICE:

STREET 50 Fountain Plaza

CITY Buffalo STATE New York

ZIP 14202 AREA CODE 716 PHONE 774.3258

NAMES AND ADDRESSES OF PARTNERS:

Not Applicable _____ _____

_____ _____

_____ _____

_____ _____

Rev. 7/2017)

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

EXHIBIT "G"

Town of Amherst

Contract Compliance & Administration Department

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor; Principal

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 28th day of April, 20 20

TERMS Net 30 DELIVERY DATE AT DESTINATION April 30, 2020 Amherst Town Hall

FIRM NAME CannonDesign

ADDRESS 50 Fountain Plaza

Buffalo, NY ZIP 14202

AUTHORIZED SIGNATURE _____

TYPED NAME OF AUTHORIZED SIGNATURE Joseph Cassata

TITLE Principal TELEPHONE NO. 716.774.3258

(Rev.7/2017)

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

EXHIBIT "I"

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: Cannon Design Architecture & Engineering, P.C.

Signature:

Print Name: Joseph Cassata, RA, NCARB

Title: Principal

Date: April 23, 2020

DARRA KUBERA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KU6344099
Qualified in Erie County
Commission Expires June 27, 2020

Sworn To Before Me This
23 Day of April, 2020
Darra Kubera
Notary Public

Revised 9/2017 MSL

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

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:

Cannon Design Architecture & Engineering, P.C.
Print Name of Company

By: _____
Signature

Joseph Cassata, RA, NCARB
Printed name

Date: April 28, 2020

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)


FOS

Resource Wage Rates

Project Resource	Title	Direct Labor Rate	Billing Rate
Joseph Cassata	President	$ 96.00	$ 288.00
Cathrine Tinkler	Sr. Project Manager	$ 45.00	$ 135.00
Randy Hiem	Field Project Manager/Electrical Assessor	$ 45.00	$ 135.00
Richard Mrugala	Field Project Manager/Aerchitectural Assessor	$ 43.00	$ 129.00
Tyler Jetter	Assessor Support	$ 24.00	$ 72.00
Zimmerman Halcome	Assessor Support	$ 23.00	$ 69.00
Paul Rudz	Field Mechanical Assessor	$ 38.00	$ 114.00
Kenneth Wasson	Field Electrical Assessor	$ 38.00	$ 114.00
Benjamin Kozar	Field Architectural Assessor	$ 38.00	$ 114.00
David Malinowski	Field Mechanical Assessor	$ 38.00	$ 114.00
Justin Ward	Field Architectural Assessor	$ 38.00	$ 114.00
William Grill	Mechanical Cost Estimator	$ 55.00	$ 165.00
Angelo Tasca	General Trades Cost Estimator	$ 39.00	$ 117.00
Gerard Horner	Electrical Cost Estimator	$ 39.00	$ 117.00
Michael Hepp	Mechanical Cost Estimator	$ 39.00	$ 117.00
Kara Mecomoneco	Software Support	$ 33.00	$ 99.00

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

FOScore® Order Form

Client Name: Town of Amherst

Client Address: 5583 Main Street, Williamsville, NY 14221

Client Email Address: ljuul@amherst.ny.us, Lynda Juul, (716) 631-7007

Client Representative: Dan Rizzo

Project Name: Town of Amherst Multi-year Service Order Contract

Project Address: Town of Amherst – Various locations

Project Scope: Options:
1. Annual Subscription $10,000.00
2. 5-year Subscription agreement $8,000.00 annually

1. Initial License Period: TBD

2. License Fee: $10,000.00 annually or $8,000.00 per year with 5-year agreement. You understand and acknowledge that the License Fee is based on the number of square feet of facility under management of the Software at the time this Order Form is executed by both parties. FOS shall provide You with notice of any price increase at least 30 days prior to the end of the Initial License Period and any subsequent Renewal Period (defined in Section 3 below). You may terminate the License and this Order Form, for any reason or no reason, and at any time during the License Period and the Renewal Period, upon at least sixty (60) days' written notice to FOS. If You terminate this License prior to the end of the Initial Period or any Renewal Period, you will be responsible only for a prorated portion of the License Fee, based upon the effective date of termination.

3. Number of Authorized Users: No Limit.

4. Payment.

   a. You shall pay the License Fee within thirty (30) days of the date of invoice. The License Fee includes the Support Services.

   b. Service Fees payable by You for Additional Services are set forth on Schedule A to the FOScore® Order Form. Payment shall be made by You upon receipt of the applicable invoice. Payments not made within thirty (30) days of Your receipt of invoice shall be subject to interest at a rate of nine percent (9%) per annum. FOS may increase or decrease the Rates for Additional Services hereunder by giving You not less than 30 days' prior written notice of such change.

5. Taxes. The License Fees and Service Fees specified in this Order Form are exclusive of all state and local taxes which shall, to the extent such taxes are applicable, be paid by You. To the extent that You are exempt from taxes, You shall provide evidence to FOS of Your tax-exempt status.

6. Support Services: FOS will provide You the support services listed on Schedule A ("Support Services").

7. Additional Services: You may request that FOS provide certain additional services related to the Software ("Additional Services") as described and at the rates set forth Schedule A.

8. EULA: This Order Form is governed by the terms and conditions in the End User License Agreement attached as Schedule B.

9. Compliance. All parties to this contract agree to comply with all applicable laws, including the Anti-Bribery and Anti-Corruption laws, of every government entity having jurisdiction in this matter, as well as the Foreign Corrupt Practices Act ("FCPA") of the United States, the Canadian Corruption of Foreign Public Officials Act ("CFPOA") and the Anti-Trafficking provisions of the Federal Acquisition Regulations. All parties to this contract shall comply with FOS's Code of Conduct ("Policy"), and shall utilize the "Ethics Line" outlined in the Policy to report to FOS any suspected violation of law or Policy during the course of its services, including any potential violation of the FCPA, CFPOA, or any federal or state procurement laws. You represent that You are not currently suspended, debarred, declared ineligible or voluntarily excluded by any federal or state entity. You will notify FOS immediately if You become suspended or debarred and FOS shall have the right to terminate the Order Form.

10. Assignment. This Order Form may not be assigned, in whole or in part, by You without the prior written approval of FOS.

11. Notices. Any notice or demand required or permitted under the terms of this Order Form shall be sufficiently given to either party if sent by first-class United States mail to such Party at its address appearing at the beginning of this Order Form, or to such other address as such Party may have designated for such purpose by notice given in accordance with this Section 11.

12. Entire Agreement. This Order Form, which includes the EULA and all Schedules attached hereto, contains the entire agreement between the Parties with respect to the matters set forth herein and supersedes all negotiations, representation, warranties, commitments, offers, and contracts, whether oral or written, prior to the date hereof.

13. Governing Law. This Order Form shall be construed according to, and the legal relations between the Parties shall be governed by, the laws of the State of New York. The venue for any action or suit arising out of this Order Form shall be in Erie County, New York.

14. Severability. If any term or provision (other than a term or provision relating to any payment obligation) of this Order Form or the application of any term or provision of this Order Form to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of the Order Form or the application of such term or provision to any other person or circumstances shall not be affected by such invalidity or unenforceability, and each term an provision of this Order Form shall be valid and enforceable to the extent permitted by law.

15. Counterparts. This Order Form may be executed in counterparts, each of which shall be an original, and which together shall constitute one and the same instrument. This Order Form may be executed and delivered by facsimile or scanned PDF document. Any facsimile or electronic signatures shall have the same legal effect as manual signatures.

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

FACILITY OPTIMIZATION SOLUTIONS, LLC	CLIENT
By: Joseph Cassata	By:
Name: Joseph Cassata	Name:
Title: President	Title:
Date: 5/3/2021	Date:

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

Schedule A

Software Support Services

The following Software Support Services are included in the License Fee:

- Dot release upgrades;
- Secure data back-ups;
- 24-hour access to site from any location;
- FOS Support call center and maintenance (Regular business hours 8:00am – 5:00pm ET); and
- User and log-in rights for multiple users.

Additional Services:

Client may request the following Additional Services at the designated rates:

Software Training:

Option 1 – On-site training

- (1) FOS software support trainer at a rate of $1200.00 per day plus travel expenses for up to (10) ten users. Session will include all required training materials provided by FOS and the client will be responsible to supply all required computer systems to users.

Option 2 – Web-based training

- A FOS software support trainer will conduct training for unlimited users in blocks of (2) two-hour sessions. Web-based training will be conducted at a rate of $320.00 per (2) two-hour session.

Custom Reporting

- Custom report building will be available at a rate of $125.00 per hour. Each request will be evaluated on an individual basis to determine functionality within the limits of the software prior to execution.

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

FOS
of CannonDesign

Schedule B

FOSCORE® END USER LICENSE AGREEMENT

See attached

:

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

FOScore® Software End User License Agreement

Your use of, and access to, the FOScore® facilities optimization software and/or products ("Software"), and the features, functions, and services offered through the Software (the "Services"), is subject to Your prior acceptance of this End User License Agreement ("EULA"), as may be amended from time to time by Facility Optimization Solutions, LLC ("FOS" we," or "us").

Scope of License. Subject to the terms and conditions contained herein, FOS grants You a limited, revocable, non-exclusive, non-transferable, license to use the Software subject to the terms of this EULA only for Your limited internal business purposes (the "License"). If You and FOS have executed an Order Form for the FOScore Software ("Order Form"), the License is also subject to the terms of the Order Form. This License is subject to the following restrictions, in addition to such other restrictions as may be contained in the Order Form and Privacy Policy:

a. You will permit only the Authorized Users to access;
b. You will use the Software or Services for Your internal business purposes only;
c. You may not resell, sublicense, transfer, re-distribute, allow access to or otherwise provide or make available for any purpose any component of the Software to any person, firm or entity except as expressly set forth herein;
d. You may not and may not permit or authorize any third party to, alter, reverse engineer, disassemble, decompile, circumvent or disable any code, feature or security or technologic measure that effectively controls access to, the Software, or otherwise engage in any conduct designed or intended to interfere with the operation of the Software;
e. You shall not, and shall cause the Authorized Users not to, (i) use the Software and/or Services to store or transmit computer viruses, worms, time bombs, Trojan horses and other harmful or malicious code, routines, files, scripts, agents or programs, (ii) use the Software and/or Services to store or distribute any information, material or data that is harassing, threatening, infringing, libelous, unlawful, obscene, or which violates the privacy or intellectual property rights of any third party, (iii) access or use the Software and/or Services for any benchmarking or competitive purposes, including, without limitation, for the purpose of designing and/or developing any competitive products or services, (iv) sell, resell, rent, lease, offer any time sharing arrangement, service bureau or any service based upon, the Software and/or Services, (v) interfere with or disrupt the integrity or performance of the Software and/or Services or third-party data contained therein, (vi) attempt to gain unauthorized access to the Software and/or Services or any associated systems or networks or (vii) modify, make derivative works of, disassemble, decompile or reverse engineer the Software and/or Services or any component thereof.
f. You are solely responsible for the use and security of Your and Your Authorized Users own computers, hardware, and services used to access the Software and/or Services.

DISCLAIMER. FOS is not responsible for use of misuse of the Software or Services by any party or harm or damages that may result from use or misuse of the Software of Services. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY OF THIS EULA, THE ORDER FORM, OR THE PRIVACY POLICY, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, FOS HEREBY DISCLAIMS ALL WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR OR ORDINARY PURPOSE, NONINFRINGEMENT, MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, FEATURES, PERFORMANCE LEVELS, SUPPORT RESOURCES, AND FREEDOM FROM COMPUTER VIRUS. TO THE EXTENT A WARRANTY MAY NOT BE DISCLAIMED AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM

REQUIRED UNDER SUCH LAW. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY FOS AND/OR ITS AGENTS OR EMPLOYEES, SHALL CREATE A WARRANTY. FOS DOES NOT WARRANT THAT THE SOFTWARE WILL MEET ALL YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERUPTED OR ERROR FREE, OR THAT ALL SOFTWARE DEFECTS WILL BE CORRECTED.

Ownership of Software. The Software contains copyrighted material, trademarks and other intellectual property that is owned or licensed by FOS. FOS retains all title, interest, ownership rights and intellectual property rights in and to the Software and/or Services and reserves all rights not expressly granted to You in this EULA. The Software is licensed to You, not sold.

Updates. FOS may, from time to time, develop new versions, patches, bug fixes, updates, upgrades and other modifications to improve the Software and/or Services ("Updates"). These may be automatically installed and/or released without providing any additional notice to, or consent from, You or Your Authorized Users. All Updates are subject to the terms of this EULA.

Third Party Software. Some components of the Software or Services (whether developed by FOS, our affiliates or third parties) (the "Third-Party Software") may be governed by separate licenses. Your license rights with respect to Third-Party Software are defined by the applicable Third-Party Software license, and nothing in this EULA will restrict, limit or otherwise affect any rights or obligations you may have, or conditions to which you may be subject under such Third-Party Software licenses. You agree to be bound by and subject to the terms and conditions of each applicable Third-Party Software license. If you do not agree to be bound by and subject to the terms and conditions of each applicable Third-Party Software license, You must terminate this EULA by uninstalling and destroying all copies of the Software that are in Your and Your Authorized Users possession or control. If our rights from a licensor of Third-Party Software are limited, suspended or terminated for any reason, Your rights will also be so limited, suspended or terminated.

For U.S. Government End Users. The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), the Software is provided to U.S. Government End Users only as a commercial end item and with only those rights as are granted to all other customers pursuant to the terms and conditions herein.

Export Restrictions. The Software, Services and related technologies are subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree to strictly comply with all such laws and regulations and acknowledge that you have the responsibility to obtain authorization to export, re-export, or import the Software and related technology, as may be required. You will indemnify and hold FOS harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney's fees) arising from or relating to any breach by You and/or Your Users in connection with this paragraph.

Limitation of Liability. FOS's liability under this EULA in connection with any claim arising out of or relating to the License, Software and/or Services any provided in connection with this EULA shall be limited to the lesser of the amount of Your actual direct damages or either (i) the amount of the License Fees paid to FOS under the applicable Order Form, if You have executed an Order Form, or (ii) $500, if you have not executed an Order Form. Your right to monetary damages in such amount shall be exclusive of all other remedies which You may have at law or in equity against FOS, any affiliate or subsidiary of FOS, or any officer, director, shareholder, employee, consultant, agent, successor, or assign of FOS.

Account; Passwords. To access and use the Software and/or the Services, you must register an account with FOS (the "Account"). Upon registration of Your Account, You may request username(s) associated with the Account (each, an "Authorized User"). You agree to use, and shall cause Your Authorized Users to use, only the username(s) issued to You by FOS in connection with the Account, except as authorized by this EULA. If You or Your Authorized Users are provided with temporary username(s) and/or

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

password(s), You and/or Your Authorized Users must modify the temporary credentials and create unique username(s) and/or password(s). You shall not share, and shall cause Your Authorized Users not to share, the username(s) and/or password(s) in connection with the Account with anyone except those authorized by this EULA. You are responsible for maintaining the confidentiality of all username(s) and/or password(s) in connection with the Account and You are fully responsible for all activities that occur in connection with same. In the event of any breach of security, including, without limitation, access to the Software and/or Services via Your Account by someone other than those authorized in this EULA, You agrees to immediately (a) change Your password(s), and (b) notify FOS of the security breach. You agree that the terms of this EULA will be binding upon and govern the relationship between You and any employees to whom you grant access to the Account, including the Authorized Users. You further agree to take any and all action necessary to ensure compliance with, and enforce the terms of, this EULA, and to indemnify FOS for any and all costs, damages, losses or expenses incurred in respect of such third-party user. FOS will not be liable for any loss or damage arising from your failure to comply with this paragraph. FOS reserves the right to terminate an Authorized User's access to the Software and/or Services at any time for any reason or no reason. You are required to provide FOS with prompt notice of any Authorized User who is no longer employed by You.

Your Data; Suggestions.

a. As between You and FOS, You own all right, title, and interest in and to the Your Data. Except as provided in this subparagraph, FOS obtains no rights under this EULA from you in or to the Your Data, including any related intellectual property rights. You grant FOS a license to display, perform, execute, distribute and modify the Your Data to enable You to operate the Software and/or Services and provide any applicable support. Further, You consent to FOS's (i) use of anonymous or de-identified Your Data for the purposes of marketing the Software and/or Services for benchmarking purposes; (ii) use of technical data and related information, including information about your browser, to facilitate the provision of software updates, product support, and other services to you (if any) related to the Software and/or Services, and (iii) disclosure of the Your Data to comply with any request of a governmental or regulatory body (including subpoenas or court orders). You agrees that these rights and licenses are royalty-free, worldwide and irrevocable (for so long as the Your Data is stored in the Software) and include a right of FOS to make the Your Data available to, and transfer such rights to, others with whom FOS has contractual relationships related to the provision of the Software, the Services and/or any support related to same.

b. You further represent and warrant that (a) You own all right, title, and interest in and to Your Data or have the rights and permissions necessary to use Your Data in connection with the Software and Services; and (b) You have all rights and permissions necessary to grant the rights contemplated by this EULA.

c. If you provide any suggestions regarding the Software or the Services to FOS, we will own all right, title and interest in and to the suggestions, even if you have designated the suggestions as confidential. FOS will be entitled to use the suggestions without restriction. You hereby irrevocably assign to FOS all right, title and interest in and to the suggestions and agree to provide FOS any assistance FOS may require to document, perfect and maintain FOS's rights in the suggestions.

Waiver of Consequential Damages. In no event shall FOS or its affiliates be liable to You for any special, indirect, consequential or incidental damages arising out of, or as the result of the License, the Software and/or the Services provided to You, regardless of whether arising out of a contract claim, tort claim or otherwise and whether such damages are foreseeable.

Indemnification. You assume sole responsibility for its use of the License, the Software and/or the Services and shall defend, indemnify and hold FOS, its affiliates, and their directors, officers and employees

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

harmless from and against all liabilities, claims, and damages that arise in connection with or as a result of use of the Software and/or Services by You or Your Authorized Users.

Right to Audit. FOS reserves the right to monitor and audit Your and Your Authorized Users' use of the Software and/or Services.

Termination. This EULA shall continue in effect until terminated as set forth herein. This EULA may be terminated, and/or the License revoked or modified by FOS if the You breach any provision of this EULA, including, without limitation, if You fails to pay applicable fees when due and FOS submitted a proper invoice. FOS shall provide seven (7) days written notice to You of termination of this EULA or revocation of any License. FOS may also terminate this EULA immediately upon notice to You if (a) FOS's relationship with a third-party provider whose software, hosting or other technology FOS uses to provide the Software and/or Services expires, terminates or requires FOS to change the way FOS provides the Software and/or Services, or (b) You permit any individual to access or use Your Account username or password in violation of this EULA. Upon FOS's termination of this EULA due to Your breach, it is agreed that no refund of License Fees shall be due to You. Upon termination of the EULA, neither You nor Your Users will be authorized to use the Software and/or Services and the License shall be immediately cancelled. In the event of termination of the EULA, upon written request by You, copies of Your Data will be delivered to You within thirty (30) days thereof; provided, that You shall pay in advance all reasonable costs of transferring copies of the Your Data to You. No termination of this EULA shall release or affect any obligations or liabilities incurred by either party under this EULA prior to the effective date of such termination. The paragraphs of this EULA under the headings "Disclaimer," "Ownership of Software," "Limitation of Liability," "For U.S. Government End Users," "Export Restrictions," "Waiver of Consequential Damages," "Indemnification," and "Governing Law" shall survive termination of the License and this EULA.

Force Majeure. FOS shall have no liability to You for any damages whatsoever arising out of or as a result of the failure by FOS to provide the Software, Services and/or any support as a direct or indirect result of any use or circumstance beyond the reasonable control of FOS (including, without limitation, acts of God, acts of public enemy, war, accidents, fires, electrical or equipment failures, strikes, postal delays, labor difficulties, contractor difficulties, problems with telecommunications providers or database hosting entities, Internet disruption, explosions or governmental orders or regulations).

Governing Law. This EULA shall be construed according to, and the legal relations between the Parties shall be governed by, the laws of the State of New York, excluding its conflicts of law provisions. You and FOS agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Erie, to resolve any dispute or claim arising from this EULA.

Amendments. Changes to this EULA may be made by FOS by publishing revised versions of this EULA to the URL https://www.foscd.com/foscore-eula. All revisions to this EULA shall be deemed effective and binding upon You and Your Users immediately upon being published to the foregoing URL without advance notice or consent of You or Your Users.

Attachment: Cannon - Full Contract for MinuteTraq (RES-2021-529 : Award RFQ #2020-01 - Town Wide Facilities Assessment - CRS #2368)

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 23405 **RESOLUTION 2021-530** **ADOPTED**

Award Bid #2021014 - Police Vehicles - CRS #2719

WHEREAS, the Contract Compliance and Administration Department received bids on May 27, 2021 for Bid #2021014, Police Vehicles; and

WHEREAS, the bid process resulted in responses from four (4) vendors, as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Van Bortel Ford; and

BE IT FURTHER RESOLVED, the Police Department is requesting approval to trade in the following vehicles;

CAR #	YEAR	MAKE	MODEL	VIN #	Mileage
105	2020	FORD	SUV Hybrid	1FM5K8AW7LGA71365	60,000
106	2020	FORD	SUV Hybrid	1FM5K8AW3LGA71363	92,252
107	2020	FORD	SUV Hybrid	1FM5K8AW8LGA71357	56,688
109	2020	FORD	SUV Hybrid	1FM5K8AW5LGA71364	94,330
110	2020	FORD	SUV Hybrid	1FM5K8AWXLGA71358	97,240
111	2020	FORD	SUV Hybrid	1FM5K8AW1LGA71362	107,348
156	2009	FORD	E-250 VAN	1FTNE24LX9DA67721	153,000
167	2014	FORD	Explorer	1FM5K8AR2EGC37868	111,000
188	2013	FORD	Taurus	1FAHP2M8XDG230285	84,000
189	2011	FORD	Escape	1FMCU9DG5BKB47284	73,000

BE IT FURTHER RESOLVED, the Police Department will take the trade-in vehicles to Van Bortel and pick up the new vehicles and therefore a waiver of insurance is being requested; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Van Bortel Ford, subject to successful completion of the contract routing process.

6/21/2021
Consent

FINANCIAL IMPACT:

A3120-2200 - Amount TBD. Bid total was 288,725.00 but department may purchase additional vehicles.

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

Bid #2021014 Police Vehicles

Low Bidder			Genesee Valley Ford Avon		C. Basil Ford		Delacy Ford		Van Bortel Ford	
		Vendor Name:								
Item #	QTY		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	6	2021 or Newer Ford Police Responder Hybrid Utility (LK-Dark Blue)	$38,100.00	$228,600.00	$41,499.00	$248,994.00	$37,577.00	$225,462.00	$37,210.00	$223,260.00
2	2	2021 or Newer Ford Police Responder Hybrid Utility (LK-Blue) Traffic	$38,760.00	$77,520.00	$42,199.00	$84,398.00	$38,125.00	$76,250.00	$37,875.00	$75,750.00
3	2	2020 or Newer Ford Utility Police Interceptor AWD (NON-Hybrid)	$35,000.00	$70,000.00	$36,599.00	$73,198.00	$34,376.00	$68,752.00	$34,105.00	$68,210.00
4	1	2021 or Newer E1C Ford Transit Cargo Van, XL, Transit Long 150, Medium Roof	$38,000.00	$38,000.00	$38,599.00	$38,599.00	$35,294.00	$35,294.00	$36,505.00	$36,505.00
5		Minus Trades (Enter individual trade-in values in the table on page 9 and total of all trade-ins here)		-$52,000.00		-$61,300.00		-$56,700.00		-$115,000.00
6		Total Net Bid (minus trade-ins)		$362,120.00		$383,889.00		$349,058.00		$288,725.00
		Price quoted to be delivered price. No additional freight will be allowed.								

NOTES:

C. Basil Ford: Item #2: "JK Dark Blue" changed to "LK Dark Blue"; Item #3: 65U Interior upgrade package unavailable due to 65U, 66U front headlamp changed to 66A;

Item #4: changed 2021 to 2022 - 2021 cut off of 3/24/21

Delacy Ford: Delivery in August 2021 not possible; trades added incorrectly (s/b $56,700 not $42,700).

Van Bortel Ford: References Onondaga Bid 8771. Item #3: Interior+A1:K25 96 cloth front buckets/vinyl rear changed to F6 cloth front buckets/cloth rear; 66U front headlamp changed to 66A; Item #4 Changed from 2021 to 2022; Changed E1C to "R2C (Per bid spec.)" changed Transit Long 150 to 250;

Attachment: Bid Tab 2021014 Police Vehicles (RES-2021-530 : Award Bid #2021014 - Police Vehicles -

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 23413 **RESOLUTION 2021-531** **ADOPTED**

Award Bid #2021013 - Busing - CRS #2720

WHEREAS, bids were received by the Contract Compliance and Administration Department on May 27, 2021 for Bid #2021013 Busing; and

WHEREAS, three (3) bids were received as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the bid be awarded to Student Transport, Inc. - DBA WNY Bus Co.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Student Transport, Inc. - DBA WNY Bus Co., pending successful completion of the contract routing process.

6/21/2021
Consent

FINANCIAL IMPACT:

A7145-4110 $29,784.29

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

	Low Bidder	Bid #2021013 Busing				
				STA of NY dba Ridge Road Express	Student Transport dba WNY Bus Co.	First Studen
	HARLEM ROAD SUMMER CAMP FIELD TRIPS 2021					
	Location	**1 Bus**	**2 Buses**	**Price**	**Price**	**Pric**
Week 1	Clearfield Pool	X		$280.00	$146.80	$153.0
	Evangola State Park		X	$665.00	$339.80	$408.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
Week 2	Clearfield Pool	X		$280.00	$146.80	$153.0
	Fort Niagara State Park		X	$665.00	$347.80	$408.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
Week 3	Clearfield Pool	X		$280.00	$146.80	$153.0
	Whirlpool State Park/Maid of Mist		X	$665.00	$347.80	$408.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
Week 4	Clearfield Pool	X		$280.00	$146.80	$153.0
	Chestnut Ridge/Woodlawn Beach		X	$635.00	$248.80	$408.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
Week 5	Clearfield Pool	X		$280.00	$146.80	$153.0
	Darien Lake State Park		X	$650.00	$337.80	$408.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
Week 6	Clearfield Pool	X		$280.00	$146.80	$153.0
	Buffalo Zoo/Beaver Island		X	$635.00	$347.80	$408.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
Week 7	Clearfield Pool	X		$280.00	$146.80	$153.0
	Tifft Nature Preserve/Miss Buffalo		X	$635.00	$344.80	$459.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
Week 8	Clearfield Pool	X		$280.00	$146.80	$153.0
	Evangola State Park		X	$665.00	$338.80	$408.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
	Subtotal Harlem Road Field Trips			$9,695.00	$5,002.20	$5,763.0
	WILLIAMSVILLE SUMMER CAMP FIELD TRIPS 2021					
	Location	**1 Bus**	**2 Buses**	**Price**	**Price**	**Pric**
Week 1	Clearfield Pool	X		$280.00	$146.80	$153.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
	Evangola State Park		X	$665.00	$338.80	$408.0
Week 2	Clearfield Pool	X		$280.00	$146.80	$153.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
	Fort Niagara State Park		X	$665.00	$347.80	$408.0
Week 3	Clearfield Pool	X		$280.00	$146.80	$153.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
	Whirlpool State Park/Maid of Mist		X	$665.00	$347.80	$408.0
Week 4	Clearfield Pool	X		$280.00	$146.80	$153.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
	Chestnut Ridge/Woodlawn Beach		X	$635.00	$327.80	$408.0

Attachment: Bid Tab 2021013 Busing (RES-2021-531 : Award Bid #2021013 - Busing - CRS #2720)

	Location	1 Bus	2 Buses	Price	Price	Pric
Week 5	Clearfield Pool	X		$280.00	$146.80	$153.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
	Darien Lake State Park		X	$650.00	$337.80	$408.0
Week 6	Clearfield Pool	X		$280.00	$146.80	$153.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
	Buffalo Zoo/Beaver Island		X	$635.00	$347.80	$408.0
Week 7	Clearfield Pool	X		$280.00	$146.80	$153.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
	Tifft Nature Preserve/Miss Buffalo		X	$635.00	$344.80	$459.0
Week 8	Clearfield Pool	X		$280.00	$146.80	$153.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
	Evangola State Park		X	$665.00	$338.80	$408.0
	Subtotal Williamsville Field Trips			$9,695.00	$5,080.20	$5,763.0
TENTATIVE:						
Week 9	Eighteen Mile Creek County Park	X		$560.00	$246.80	$306.0
	Chestnut Ridge Eternal Flame	X		$560.00	$246.80	$306.0
	Buffalo Ski Club	X		$560.00	$299.80	$306.0
	Subtotal Tentative Williamsville Field Trips			$1,680.00	$793.40	$918.0
	NORTHTOWN SUMMER CAMP FIELD TRIPS 2021					
	Location	**1 Bus**	**2 Buses**			
Week 1	Clearfield Pool	X		$280.00	$146.80	$153.0
	Evangola State Park	X		$665.00	$338.80	$408.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
Week 2	Clearfield Pool	X		$280.00	$146.80	$153.0
	Fort Niagara State Park	X		$665.00	$347.80	$408.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
Week 3	Clearfield Pool	X		$280.00	$146.80	$153.0
	Whirlpool State Park/Maid of Mist	X		$665.00	$347.80	$408.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
Week 4	Clearfield Pool	X		$280.00	$146.80	$153.0
	Chestnut Ridge/Woodlawn Beach	X		$650.00	$298.80	$408.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
Week 5	Clearfield Pool	X		$280.00	$146.80	$153.0
	Darien Lake State Park	X		$635.00	$337.80	$408.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
Week 6	Clearfield Pool	X		$280.00	$146.80	$153.0
	Beaver Island	X		$635.00	$337.80	$408.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
Week 7	Clearfield Pool	X		$280.00	$146.80	$153.0
	Tifft Nature Preserve/Miss Buffalo	X		$635.00	$347.80	$459.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
Week 8	Clearfield Pool	X		$280.00	$146.80	$153.0

Attachment: Bid Tab 2021013 Busing (RES-2021-531 : Award Bid #2021013 - Busing - CRS #2720)

	Location	1 Bus	2 Buses	Price	Price	Pric
	Evangola State Park	X		$665.00	$338.80	$408.0
	Clearfield Pool	X		$280.00	$146.80	$408.0
	Subtotal Northtown Field Trips			$9,695.00	$5,044.20	$6,018.0
	CLEARFIELD SUMMER CAMP FIELD TRIPS 2021					
	Location	**1 Bus**	**2 Buses**	**Price**	**Price**	**Pric**
Week 1	Evangola State Park	X		$665.00	$338.80	$408.0
Week 2	Fort Niagara State Park	X		$665.00	$347.80	$408.0
Week 3	Whirlpool State Park/Maid of Mist	X		$665.00	$347.80	$408.0
Week4	Chestnut Ridge/Woodlawn Beach	X		$635.00	$248.80	$408.0
Week 5	Darien Lake State Park	X		$650.00	$337.80	$408.0
Week 6	Buffalo Zoo/Beaver Island	X		$635.00	$347.80	$408.0
Week 7	Tifft Nature Preserve/Miss Buffalo	X		$635.00	$347.80	$459.0
Week 8	Evangola State Park	X		$665.00	$338.80	$408.0
	Subtotal Clearfield Field Trips			$5,215.00	$2,655.40	$3,315.0
	NARC SUMMER CAMP FIELD TRIPS 2021					
	Location	**1 Bus**	**2 Buses**	**Price**	**Price**	**Pric**
Week 1	Delaware Park/Woodlawn Beach		X	$650.00	$338.80	$408.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
	Clearfield Pool	X		$280.00	$146.89	$153.0
Week 2	Build a Machine Fitness/Beaver Island		X	$650.00	$338.80	$408.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
Week 3	Fort Niagara State Park		X	$665.00	$347.80	$408.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
Week 4	Brighton Batting Cages/Beaver Island		X	$650.00	$347.80	$408.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
Week 5	Outer Harbor Playground/Adv. Landing		X	$650.00	$338.80	$408.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
Week 6	Steiglemeier Park/Evangola		X	$665.00	$338.80	$408.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
Week 7	Mason's Mission Playground/		X	$650.00	$338.80	$408.0
	Lockport Skateland					
	Northtown Ice Center	X		$280.00	$146.80	$153.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
Week 8	Billy Wilson Playground	X		$635.00	$328.80	$408.0
	Clearfield Pool	X		$280.00	$146.80	$153.0

Attachment: Bid Tab 2021013 Busing (RES-2021-531 : Award Bid #2021013 - Busing - CRS #2720)

	Location	1 Bus	2 Buses	Price	Price	Pric
	Clearfield Pool	X		$280.00	$146.80	$153.0
	Subtotal NARC Field Trips			$9,695.00	$5,067.29	$5,712.0
	EXPLORERS SUMMER CAMP FIELD TRIPS 2021					
	Location	**1 Bus**	**2 Buses**	**Price**	**Price**	**Pric**
Week 1	Destroyer Park Golf		X	$280.00	$146.80	$153.0
	Reinstein Nature Preserve/Airport Bowling		X	$635.00	$298.80	$408.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
Week 2	Build A Machine Fitness		X	$280.00	$146.80	$153.0
	Challenger Learning Center/Bond Lake Park		X	$635.00	$338.80	$408.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
Week 3	No Tuesday trip this week					
	Royalton Ravine Park/Hoover Dairy		X	$665.00	$328.80	$408.0
	Clearfield Pool/Lasertron	X		$560.00	$298.80	$357.0
Week 4	Beaver Island Kayak		X	$400.00	$178.80	$204.0
	Riverworks/Canalside		X	$635.00	$328.80	$408.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
Week 5	Billy Wilson Park	X		$350.00	$146.80	$178.5
	Alleghany State Park		X	$700.00	$428.80	$459.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
Week 6	Hawk Creek/Knox State Park		X	$320.00	$168.80	$178.5
	Central Rock Gym/Isleview Park		X	$635.00	$318.80	$408.0
	Clearfield Pool	X		$280.00	$146.80	$153.0
Week 7	Northtown Ice Center	X		$280.00	$146.80	$153.0
	Splash Lagoon		X	$1,000.00	$546.80	$382.5
	Clearfield Pool	X		$280.00	$146.80	$153.0
Week 8	Wilkenson Point/Miss Buffalo		X	$650.00	$328.80	$382.5
	Clearfield Pool	X		$280.00	$146.80	$153.0
	Regal Theater on Transit Road		X	$350.00	$166.80	$204.0
	Subtotal Explorers Field Trips			$10,335.00	$5,346.40	$5,916.0
	RECESS CAMP FIELD TRIPS February & April 2022					
	Location	**1 Bus**	**2 Buses**	**Price**	**Price**	**Pric**
Location: Williamsville Youth Center						
	Airport Bowling Lanes	X		No Bid	$198.80	$204.0
Location: Harlem Road Youth Center						
	Airport Bowling lanes	X		No Bid	$198.80	$204.0
Location: Clearfield Community Center						
	Kelkenberg Farm	X		No Bid	$198.80	$204.0
Location: Northtown Amherst Youth & Family Center						
	Kelkenberg Farm	X		No Bid	$198.80	$204.0
	Subtotal Recess Camp Field Trips			No Bid	$795.20	$816.0
TOTAL				**$56,010.00**	**$29,784.29**	**$34,221.0**

NOTES:

STA of NY dba Ridge Road Express under Explorers Summer Camp field Trips Week #7 Splash Lagoon, Coach Bus is noted.

Attachment: Bid Tab 2021013 Busing (RES-2021-531 : Award Bid #2021013 - Busing - CRS #2720)

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23421 **RESOLUTION 2021-532** **ADOPTED**

Travel Request - Backflow Prevention Recertification Course

The Engineering Department is requesting approval to send one (1) employee to attend the Backflow Prevention Recertification course which is scheduled to be hosted by the Cross Connection Control Foundation in Webster, NY in October 2021. At this time we are also asking for mileage to be reimbursed should a Town vehicle not be available to the employee to take.

The total cost for the employee is estimated to be $401.92 which includes registration, tolls and potential mileage reimbursement.

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

Thank you for considering this request.

6/21/2021
Consent

FINANCIAL IMPACT:

$401.92; G9916-4040 & G9916-4850

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles — Department Head Approval ONLY Required

☒ $250 + or greater than 75 miles — Department Head AND Town Board Approval Required

Revised 2/22/2021

NAME	Employee #	Department	Phone Number
[redacted]	[redacted]	Eng.-Plant #16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
10/15/21	10/15/21	Cross Connection Control Foundation, Webster, NY	Backflow Prevention Recertification Class

Expenses

	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.56 150 miles	$84.00	G9916-4040	
Tolls	$6.38	G9916-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @ $			
Meals:			
IRS Per Diem Per Day: $61			
1st & Last Day of Travel @ 75%			
# Breakfasts @ $ 14.00	Included	G9916-4040	
# Lunches @ $ 16.00	Included	G9916-4040	
# Dinners @ $ 26.00			
# Incidentals @ $ 5.00			
Registration/Conference Fee	$275.00		
Other			
Subtotal	$365.38		
Contingency - 10% of subtotal or $200	$36.54		N/A
TOTAL	$401.92		N/A

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

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

Employee Signature — Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature — Date

Complete Shaded Area For Expense Reimbursement

Attachment: Backflow Prevention Travel Request Form (RES-2021-532 : Travel Request - Backflow Prevention Recertification)

Menu

Cross Connection Control Foundation

A Cross Connection Control Course for the Certification of Backflow Prevention Device Testers

Attachment: Cross Connection Course Info (RES-2021-532 : Travel Request - Backflow Prevention Recertification)

School Info

We have now been given the OK from NYS Department of Health to resume our classes with all required personal protection practices in place.

2021 CCCF Courses for Backflow Testing Certification

When:

Initial Course	Recertification
March 8 – 11 Now Full	March 5 Now Full
	March 12 Now Full
June 7 – 10 Now Full	June 3 Now Full
	June 4 Now Full
	June 11 Now Full
September 13 -16	September 10 Now Full
	September 17 Now Full

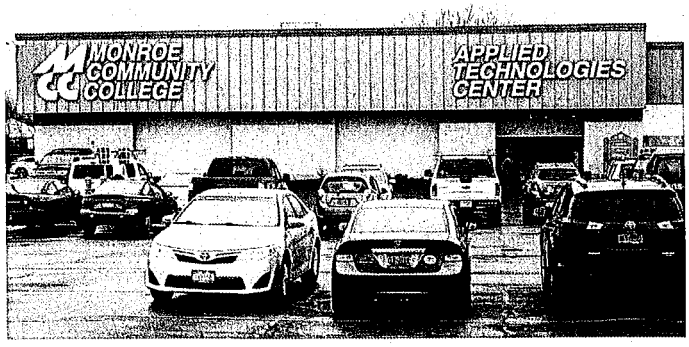
	October 22
December 6 – 9	December 3
	December 10

Time:

Promptly at 8 am to 4:30 pm

Where:

MCC Applied Tech. Center



2485 West Henrietta Road, Rochester, NY 14623

Fee:

Attachment: Cross Connection Course Info (RES-2021-532 : Travel Request - Backflow Prevention Recertification)

$275.00 per student for one day Recertification Course.

Fee includes all continental breakfast, lunch and beverage breaks for each day plus all necessary course materials.

Dress:

Casual, waterproof footwear

Registration:

Registration must be submitted ONLINE through the "REGISTRATION FORM – SUBMIT ONLINE" page.

Payment Must Accompany the CCCF's Backflow School Application.

Since enrollment will be limited, prompt attention is recommended. **Applications with payment** will be accepted on a first-come, first-served basis. The sponsors reserve the right to cancel a course if sufficient preregistration is not achieved. In the event of cancellation by the sponsors, a full refund will be made or you may apply your payment toward a future program.

Note:

Picture ID is now required before entering all classes.

STUDENT CANCELLATION OR RESCHEDULING MUST BE MADE (5) BUSINESS DAYS PRIOR TO START OF BACKFLOW PREVENTION/TESTING CLASS OR ENTIRE FEE WILL BE FORFEITED.

CERTIFICATES WILL BE ISSUED 6 – 8 WEEKS AFTER COURSE COMPLETION.

Contact: Steve Poliszuk (585) 216- CCCF (2223)

CCCFNF@HOTMAIL.COM

Attachment: Cross Connection Course Info (RES-2021-532 : Travel Request - Backflow Prevention Recertification)

Menu

Upcoming Events

Recertification Class
September 10 @ 8:00 am

Certification Class
September 13 @ 8:00 am - September 16 @ 4:30 pm

Recertification Class
September 17 @ 8:00 am - 4:30 pm

Recertification Class
December 3 @ 8:00 am - 4:30 pm

Initial Class
December 6 @ 8:00 am - December 9 @ 4:30 pm

Recertification Class
December 10

The Cross Connection Control Foundation of the Niagara Frontier, Inc.
255 Basket Rd.
Webster, New York 14580

Presented By

The Cross Connection Control Foundation of the Niagara Frontier, Inc.
A not-for-profit organization

255 Basket Rd., Webster, New York 14580

Board of Directors

Steven Poliszuk
John Ruffner
Russell Stoll

Attachment: Cross Connection Course Info (RES-2021-532 : Travel Request - Backflow Prevention Recertification)

Menu

The Program

The program is primarily intended for persons who wish to become **Certified Backflow Preventer Device Testers** who will be testing these devices as required by State and Federal laws.

©2021 • Cross Connection Control Foundation

Attachment: Cross Connection Course Info (RES-2021-532 : Travel Request - Backflow Prevention Recertification)

An official website of the United States government

GSA

FY 2021 Per Diem Rates for ZIP 14623

I'm interested in:

Lodging by month (excluding taxes) | October 2020 - September 2021

Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website).

Primary Destination	County	2020 Oct	Nov	Dec	2021 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Rochester	Monroe	$114	$114	$114	$114	$114	$114	$114	$114	$114	$114	$114	$114

Meals & Incidentals (M&IE) Breakdown

Use this table to find the following information for federal employee travel:

M&IE Total - the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.

Breakfast, lunch, dinner, incidentals - Separate amounts for meals and incidentals. M&IE Total = Breakfast + Lunch + Dinner + Incidentals. Sometimes meal amounts must be deducted from trip voucher. See More Information

First & last day of travel - amount received on the first and last day of travel and equals 75% of total M&IE.

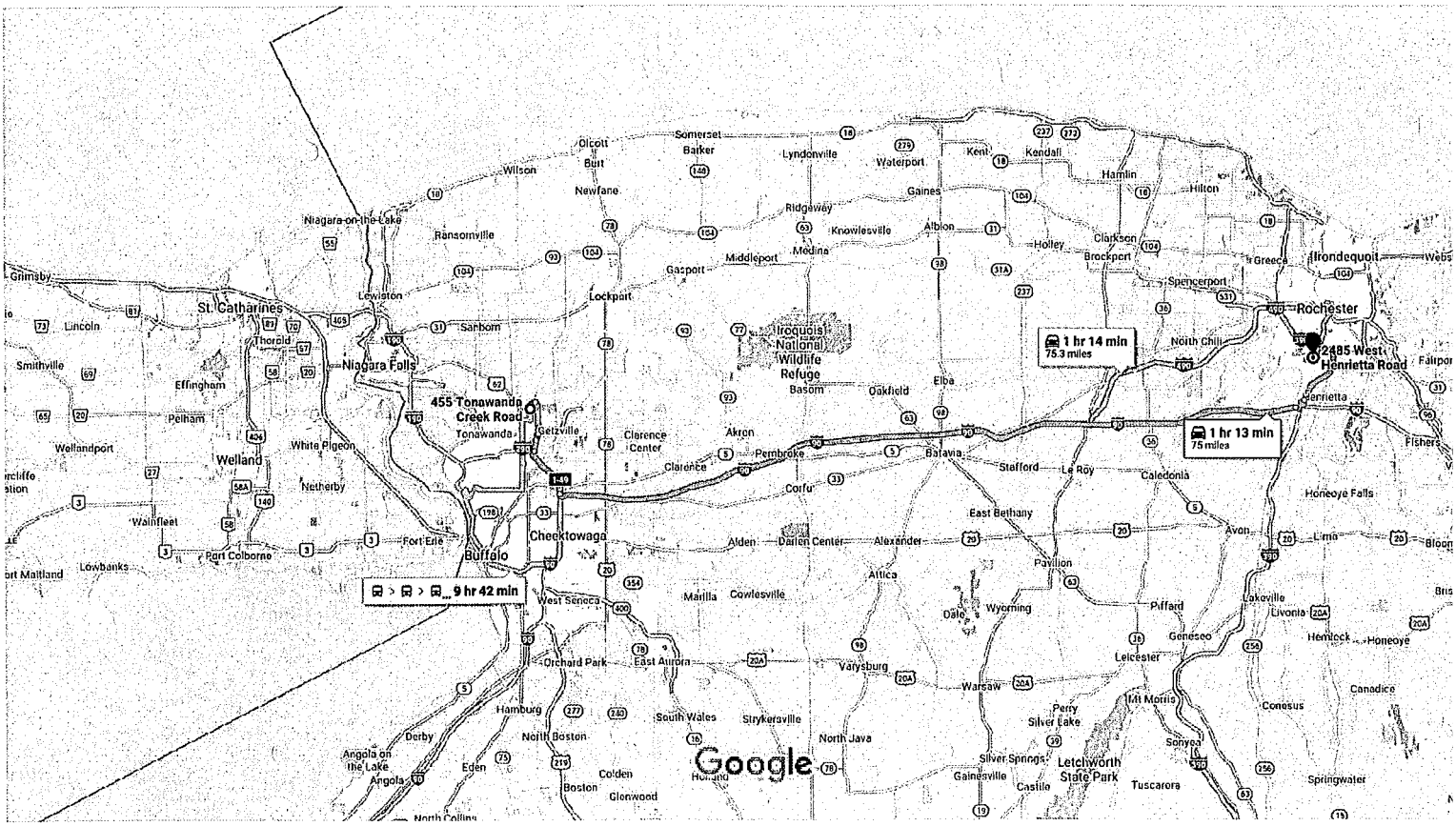
Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Rochester	Monroe	$61	$14	$16	$26	$5	$45.75

Attachment: Cross Connection Course Info (RES-2021-532 : Travel Request - Backflow Prevention Recertification)

Google Maps

455 Tonawanda Creek Road, Buffalo, NY to 2485 W Henrietta Rd, Rochester, NY 14623

Drive 75.0 miles, 1 hr [illegible]



Map data ©2021 Google 5 mi

455 Tonawanda Creek Rd

Buffalo, NY 14228

Get on I-990 S from Sweet Home Rd

8 min (3.9 mi)

1. Head north toward Tonawanda Creek Rd
   ⚠ Restricted usage road

0.2 mi

2. Turn right onto Tonawanda Creek Rd

0.6 mi

3. Turn right onto Sweet Home Rd

2.5 mi

4. Turn right to merge onto I-990 S

0.6 mi

Take I-90 E to NY-15 S/W Henrietta Rd in Brighton. Take exit 16A from I-390 N

1 hr 5 min (70.4 mi)

5. Merge onto I-990 S

0.9 mi

6. Use the left 2 lanes to merge onto I-290 E

4.1 mi

X TO X

Attachment: Cross Connection Course Info (RES-2021-532 : Travel Request - Backflow Prevention Recertification)

7. Use the left 2 lanes to take exit 1-49 to merge onto I-90 E toward Albany

⚠ Toll road

57.9 mi

8. Take exit 46 toward Rochester

⚠ Toll road

1.5 mi

9. Merge onto I-390 N

5.6 mi

10. Take exit 16A for NY-15

0.5 mi

11. Turn left onto NY-15 S/W Henrietta Rd

1 min (0.7 mi)

2485 W Henrietta Rd

Rochester, NY 14623

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Attachment: Cross Connection Course Info (RES-2021-532 : Travel Request - Backflow Prevention Recertification)

Thruway Authority

TOX

Toll and Distance Calculator

Tolls from
Exit 49 - (I-90 - NYS Thruway) - Depew - Lockport - NY Route 78
to
Exit 46 - (I-90 - NYS Thruway) - Rochester - Corning - I-390

Additional E-ZPass discount plans are available for commuters, motorcycles, motorhomes And other vehicles.
The table below represents your anticipated tolls.

TOLLS FOR A CLASS 2L VEHICLE

TOLL LOCATIONS	NY E-ZPASS TOLLS *	OUT OF STATE E-ZPASS TOLLS	TOLLS BY MAIL
Exit 49 (I-90 - NYS Thruway) --> Exit 47 (I-90 - NYS Thruway)	$1.73	$1.99	$2.25
Exit 47 (I-90 - NYS Thruway) --> Exit 46 (I-90 - NYS Thruway)	$0.72	$0.83	$0.94
Total	**$2.45**	**$2.82**	**$3.19**
NY E-ZPASS CUSTOMERS WILL SAVE $0.74. DISCOUNT APPLIES TO E-ZPASSNY ACCOUNTS ONLY			

*** Tolls that post to E-ZPass accounts by license plate will be charged the Tolls by Mail rate.**

Approximate Distance: 54.8 miles

Calculate return tolls for Rochester - Corning - I-390 to Depew - Lockport - NY Route 78

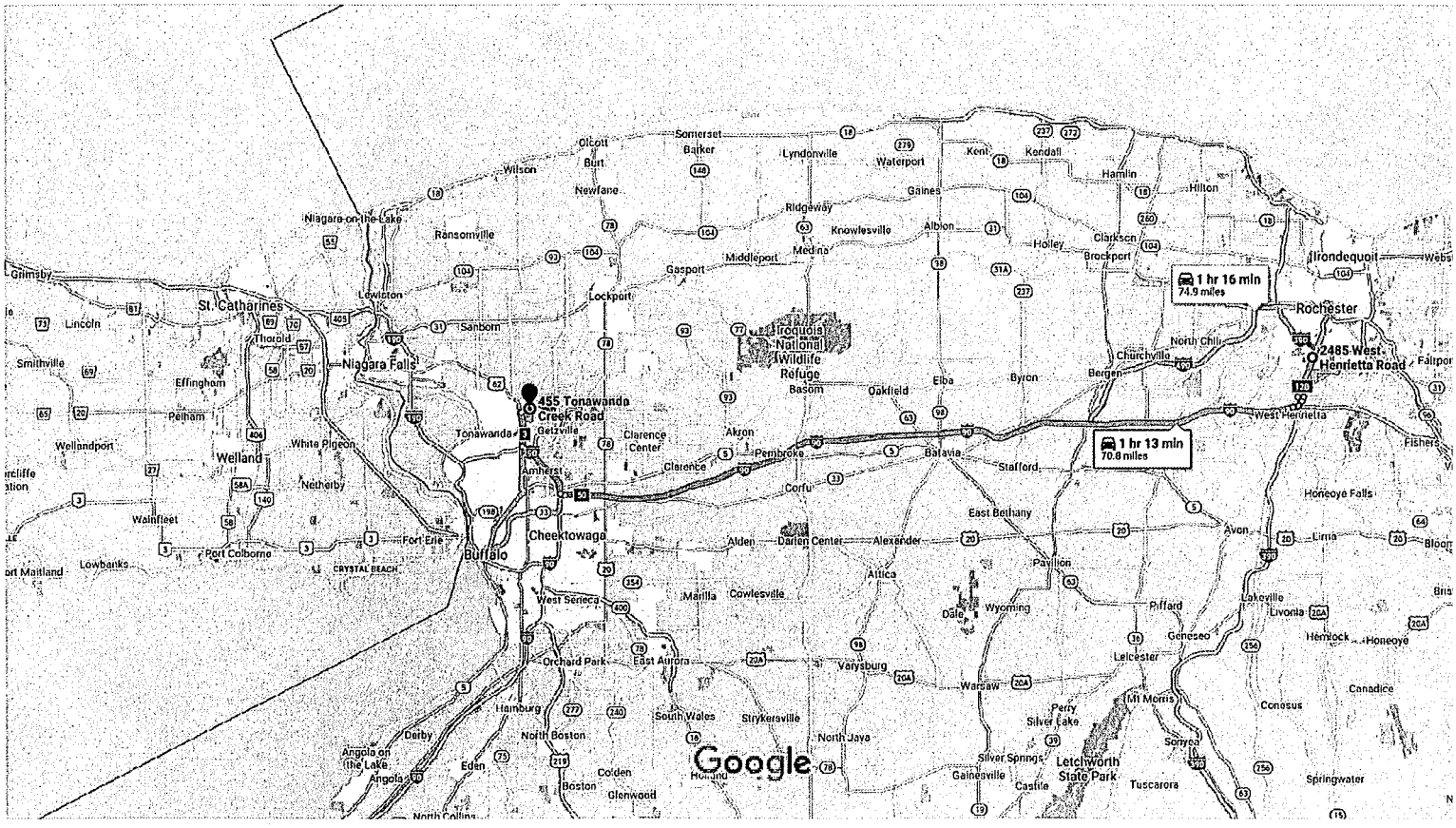
ALONG YOUR TRIP, YOU WILL PASS THE FOLLOWING SERVICE AREAS

SERVICE AREA	MILEPOST
Pembroke Service Area	Milepost 397
Scottsville Service Area	Milepost 366

Calculate Another Trip Back

Attachment: Cross Connection Course Info (RES-2021-532 : Travel Request - Backflow Prevention Recertification)

Google Maps 2485 W Henrietta Rd, Rochester, NY 14623 to 455 Tonawanda Creek Road, Buffalo, NY Drive 70.8 miles, 1 hr



Map data ©2021 Google 5 mi

2485 W Henrietta Rd

Rochester, NY 14623

* From K

Get on I-90 W in Henrietta from NY-15 S/W Henrietta Rd

10 min (5.0 mi)

1. Head south on NY-15 S/W Henrietta Rd

3.3 mi

2. Turn left onto NY-253 E

0.5 mi

3. Turn right onto the I-390 S ramp to New York Thruway

0.3 mi

4. Keep right at the fork to continue on Exit 12B, follow signs for Interstate 90/New York State Thruway

⚠ Toll road

0.5 mi

5. Keep right at the fork, follow signs for I-90 W/Buffalo and merge onto I-90 W

⚠ Toll road

0.5 mi

Attachment: Cross Connection Course Info (RES-2021-532 : Travel Request - Backflow Prevention Recertification)

Follow I-90 W to US-62 N/Niagara Falls Blvd in Amherst.
Take exit 3 from I-290 W

57 min (62.3 mi)

6. Merge onto I-90 W
   ⚠ Toll road

57.0 mi

7. Take exit 50 toward I-290 W
   ⚠ Toll road

0.5 mi

8. Continue onto I-290 W

4.6 mi

9. Use the right 2 lanes to take exit 3 for US-62/Niag Falls Blvd toward 3

0.3 mi

Continue on US-62 N/Niagara Falls Blvd to your destination

8 min (3.5 mi)

10. Use the right 2 lanes to turn right onto US-62 N/Niagara Falls Blvd

2.6 mi

11. Turn right onto Tonawanda Creek Rd

0.7 mi

12. Turn right
    ⚠ Restricted usage road

0.2 mi

455 Tonawanda Creek Rd

Buffalo, NY 14228

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly: You must obey all signs or notices regarding your route.

Attachment: Cross Connection Course Info (RES-2021-532 : Travel Request - Backflow Prevention Recertification)

Thruway Authority

From

Toll and Distance Calculator

Tolls from
Exit 46 - (I-90 - NYS Thruway) - Rochester - Corning - I-390
to
Exit 49 - (I-90 - NYS Thruway) - Depew - Lockport - NY Route 78

Additional E-ZPass discount plans are available for commuters, motorcycles, motorhomes And other vehicles.
The table below represents your anticipated tolls.

TOLLS FOR A CLASS 2L VEHICLE

TOLL LOCATIONS	NY E-ZPASS TOLLS *	OUT OF STATE E-ZPASS TOLLS	TOLLS BY MAIL
Exit 46 (I-90 - NYS Thruway) --> Exit 47 (I-90 - NYS Thruway)	$0.72	$0.83	$0.94
Exit 47 (I-90 - NYS Thruway) --> Exit 49 (I-90 - NYS Thruway)	$1.73	$1.99	$2.25
Total	**$2.45**	**$2.82**	**$3.19**
NY E-ZPASS CUSTOMERS WILL SAVE $0.74. DISCOUNT APPLIES TO E-ZPASSNY ACCOUNTS ONLY			

*** Tolls that post to E-ZPass accounts by license plate will be charged the Tolls by Mail rate.**

Approximate Distance: 54.8 miles

Calculate return tolls for Depew - Lockport - NY Route 78 to Rochester - Corning - I-390

ALONG YOUR TRIP, YOU WILL PASS THE FOLLOWING SERVICE AREAS

SERVICE AREA	MILEPOST
Ontario Service Area	Milepost 376
Clarence Service Area	Milepost 412

Calculate Another Trip Back

Attachment: Cross Connection Course Info (RES-2021-532 : Travel Request - Backflow Prevention Recertification)

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23422 **RESOLUTION 2021-533** **ADOPTED**

Commercial Plumbing & HVAC Supplies Contract Extension ERB Company, Inc. CRS No. 2075

The Engineering Department, WPCF Division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with ERB Company Inc. The terms and conditions within Town of Amherst Bid 2017041 Commercial Plumbing & HVAC Supplies will remain the same. This extension would run from date of execution by the Town of Amherst through May 24, 2024.

Funds for this request are Town Wide and Various

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

Thank you for considering this request.

6/21/2021
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 ERB Company, Inc. and the Town of Amherst permitting the Town of Amherst to extend their existing contract with ERB Company, Inc. to supply Plumbing and HVAC Supplies as requested. This extension would be for an additional (3) year period. Both parties agree that the terms and conditions specified in the executed contract, TOA Bid 2017041 Commercial Plumbing and HVAC Supplies shall remain the same. The term of this contract extension will be from date of execution by the Town of Amherst through May 24, 2024.

Agreed to and Accepted by:

ERB Company, Inc.

By: Gary R Bosley
Signature

Gary Bosley
Printed name

VP Purchasing
Title

Date: 4/05/2021

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: Erb Agreement (RES-2021-533 : Commercial Plumbing & HVAC Supplies Contract Extension)

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23423 **RESOLUTION 2021-534** **ADOPTED**

2022 Freightliner Heavy Duty Cab - Change Order #1 CRS No. 2721

On February 1, 2021, the above Heavy Duty Cab & Chassis was approved for purchase for a Sewer Maintenance Vacuum Truck at a cost of $96,526.87. During the course of the ordering process, it was discovered that a rear engine flywheel PTO was omitted from the original specifications that was bid out on the NYS Mini-Bid system. In order to have a fully functioning vacuum truck, it is essential to have the rear engine flywheel PTO installed by the truck manufacturer.

The cost for this change order is $3,310.00 for a total contract amount of $99,836.87. Funding for this change order is available from Sewer Maintenance Budget G9000-2600.

We are requesting approval of this change order in the amount of $3,310.00 and also request that the Comptroller transfer the needed funds from account G9000-2600 to KP1902-2250.

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

Thank you for considering this request.

6/21/2021
Consent

FINANCIAL IMPACT:

KP1902-2250; $3,310.00

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

Change Order

PROJECT: *(Name, address and Project File No.)*

CHANGE ORDER: **# 1**

DATE: 6-16-21

Engineering – Sewer Maintenance

Project No. **2021.005**

TO CONTRACTOR: *(Name and address)*

Fleet Maintenance, Inc.
67 Ransier Drive
West Seneca, NY 14224

The Contract is changed as follows:

(*Include, where applicable, any undisputed amount attributable to previously executed construction Change Directives*)

Purchase of Flywheel PTO – item not original specs

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was	$ 96,526.87
The net change by previously authorized Change Orders	$ 0.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	$ 96,526.87
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~) (~~unchanged~~) by this Change Order in the amount of	$ 3,310.00
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be	$ 99,836.87
The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by	( ) days
The date of Substantial Completion as of the date of this Change Order therefore is	N/A

(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*)	Fleet Maintenance, Inc. CONTRACTOR (*Firm name*)	Town of Amherst OWNER (*Firm name*)
ADDRESS	67 Ransier Drive West Seneca, NY 14224 ADDRESS	5583 Main Street Williamsville, NY 14221 ADDRESS
BY (*Signature*)	BY (*Signature*)	BY (*Signature*)
(*Typed name*)	(*Typed name*)	Brian J. Kulpa (*Typed name*)
DATE	DATE	DATE

Attachment: DOC061621-003 (RES-2021-534 : 2022 Freightliner Heavy Duty Cab - Change Order #1)

FMi

I have reviewed the attached Sales Advisor Specifications for truck year : 2022

Make: Freightliner Model: 114SD VIN: MN0879

☐ I have reviewed the Specifications and request the following changes:

361-001 Flywheel PTO (REPTO) $5,604.00 - dealer discount ($2,294.00) = $3,310.00

I understand that in making the above changes additional costs and/or late charges may be added to my initial pricing.

☐ I have reviewed the changes I requested to the Specifications and agree with no further changes

Authorized Signature _____ Date _____

Attachment: DOC061621-003 (RES-2021-534 : 2022 Freightliner Heavy Duty Cab - Change Order #1)

Fleet Maintenance, Inc
67 Ransier Drive West Seneca, NY 14224
716-675-9220 toll free 1-800-347-4231716-675-5710 fax

FREIGHTLINER STERLING TRUCKS WESTERN STAR TRUCKS

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23424 **RESOLUTION 2021-535** **ADOPTED**

Gorman Rupp Pump Procurement CRS No. 2608

The Engineering Department Water Pollution Control Facility (WPCF) is currently performing Lift Station pump upgrades. In order to optimize and repair these pumps, four (4) Gorman Rupp rotating assemblies need to be procured. As these assemblies can only be purchased through a Gorman Rupp "Sole Source" provider, which is Siewert Equipment, LLC, we are requesting that the Town Board authorize the Supervisor to sign an agreement to procure the required rotating elements listed on Siewert Equipment quote QTRoch01060, Dated 5/17/2021 at the cost of $16,097.40 plus freight.

At this time, we also request the Town Board to approve a waiver from insurance requirements, as Siewert Equipment would utilize a third party delivery service.

This request has successfully completed the contract review process.

Funds are available in account G9916-2600.

Thank you for considering this request.

6/21/2021
Consent

FINANCIAL IMPACT:

G9916-2600; $16,097.40 plus freight

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 ERB Company, Inc. and the Town of Amherst permitting the Town of Amherst to extend their existing contract with ERB Company, Inc. to supply Plumbing and HVAC Supplies as requested. This extension would be for an additional (3) year period. Both parties agree that the terms and conditions specified in the executed contract, TOA Bid 2017041 Commercial Plumbing and HVAC Supplies shall remain the same. The term of this contract extension will be from date of execution by the Town of Amherst through May 24, 2024.

Agreed to and Accepted by:

ERB Company, Inc.

By: Gary R Bosley
Signature

Gary Bosley
Printed name

VP Purchasing
Title

Date: 4/05/2021

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: Erb Agreement (RES-2021-535 : Gorman Rupp Pump Procurement)

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23426 **RESOLUTION 2021-536** **ADOPTED**

Pedestrain Safety Action Plan - Amendment No. 1 C & S Engineers CRS No. 2706

On January 7, 2019, the Town Board approved the hiring of C&S Engineers, Inc. to provide engineering design services for the Town of Amherst Pedestrian Safety Action Plan (PSAP) project. The design is complete and the project is now in the construction phase, with the project awarded on June 7, 2021.

This project is a federal-aid project. In accordance with the Procedures for Locally Administered Federal Aid Projects (LAFAP), construction must be inspected according to the Manual for Uniform Record Keeping (MURK). As such, the Engineering Department is requesting the Town Board approve an additional expenditure of funds not to exceed $40,000 as proposed by C&S Engineers, Inc. to complete the construction administration and construction inspection phases for the above referenced project.

Please note that $19,000.00 of the subject fees will be reimbursed through the Federal-Aid process for PSAP, with the remaining $21,000.00 funded by the Town. Therefore, funding for the above amendment is available from project accounts KP1740-4971 ($19,000.00) & KP2023-4971 ($21,000.00). This request is pending the successful completion of the contract review procedure. Thank you for considering this request.

6/21/2021
Consent

FINANCIAL IMPACT:

KP1740-4971; $19,000.00

KP2023-4971; $21,000.00

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

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. __1__

The Effective Date of this Amendment is: __June 21, 2021____.

Background Data

Effective Date of Owner-Engineer Agreement: January 1, 2019

Owner: **Town of Amherst**

Engineer: **C&S Engineers, Inc.**

Project: **Town of Amherst PSAP, PIN 5762.68**

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

__X_ Additional Services to be performed by Engineer

____ Modifications to services of Engineer

____ Modifications to responsibilities of Owner

____ Modifications of payment to Engineer

____ Modifications to time(s) for rendering services

____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Construction Phase / Administration / Resident Project Representation as required in the Local Projects Manual for federal-aid project administration

Agreement Summary:

Original agreement amount:	$__60,000__(design only)___
Net change for prior amendments:	$___0____
This amendment amount:	$__40,000__(CA /CI)____
Adjusted Agreement amount:	$ 100,000

Change in time for services (days or date, as applicable): __May 31, 2022___

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Attachment: PSAP Amendment K (RES-2021-536 : Pedestrain Safety Action Plan - Amendment No. 1)

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

Agreed to and Accepted by:

C&S Engineers, Inc.

By: Seth D. Kaeuper
Signature

SETH D. KAEUPER
Printed Name

Date: 6/11/21

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa,
Supervisor

Date: _____

Attachment: PSAP Amendment K (RES-2021-536 : Pedestrain Safety Action Plan - Amendment No. 1)

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Finance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 23393 **RESOLUTION 2021-537** **ADOPTED**

Authorize Amherst Food Truck Rodeo Events Contracts and Vendors CRS #2657, 2660-2672, 2681

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 Food Truck Rodeo Series, to be held on Fridays from 4:00pm-7:00pm at the following locations:

June 25th, 2021	Veteran's Canal Park
July 23rd, 2021	North Forest Park
August 20th, 2021	Amherst Senior Center/Walton Woods Park
September 24th, 2021	Amherst Senior Center/Walton Woods Park
October 22, 2021	Royal Park; and

WHEREAS, food truck operators 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 food truck operators, subject to successful completion of the Contract Routing System:

CRS #2657	Anderson's Frozen Custard, Inc.
CRS #2660	Simone Fancher-Rowan / The Cheesy Chick, LLC
CRS #2661	Nines Food Service Inc., d.b.a. Carnivorous
CRS #2662	Stanley Hall, d.b.a Sweet Lisa LTD
CRS #2663	Steaksters, LLC
CRS #2664	Mother Clucker's Inc.
CRS #2665	Ty and Mel Enterprises Inc., d.b.a. Mad Sauces
CRS #2666	Melissa M. Babiarz, d.b.a. Babz BBQ
CRS #2667	LuGias on Wheels of Buffalo, LLC.
CRS #2668	Yan88 Inc., d.b.a. KCafe
CRS #2669	J&L Boulevard BBQ
CRS #2670	Creekview Services Inc., d.b.a House of Munch
CRS #2671	Buffalo Crown Vending Inc. / Green Acres Ice Cream
CRS #2672	Maria's Bene Cibo LLC
CRS #2681	Carjons Restaurant Group Inc., d.b.a. Share Bar Room and Kitchen

6/21/2021
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: Food Truck Rodeo Contract (RES-2021-537 : Authorize Amherst Food Truck Rodeo Events - CRS #2657, 2660-2672, 2681)

Town of Amherst
FOOD TRUCK RODEOS

FOOD TRUCK OPERATOR REGISTRATION AND CONTRACT:

The Town of Amherst's Food Truck Rodeos will be held on the dates and locations listed below, from 4pm-7pm, or other 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:

- Rodeos begin promptly at 4pm and conclude at 7pm.
- All operators are expected to be open for the duration of the event, no late arrivals, or early departures.
- **Set-up times: Setup begins at 3pm** and spaces for operators are available on a first come, first served basis. Spaces will not be assigned. Operator spaces will be assigned as vendors arrive. OPERATORS 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 – FOOD TRUCK RODEOS
Attn: Elizabeth Dagostino, Resource Coordinator
edagostino@amherst.ny.us

Company Name: _____

Contact: _____

Address: _____

Email Address: _____ Phone: _____

Please give a Description of Services and/or Items to be sold:

_____

_____

_____

*Food trucks will be placed on a first come, first serve basis or as best fits as determined by the Town of Amherst. **Applications must be properly completed and insurance certificate filed prior to the event.** Food truck operators will be assigned a space upon arrival.

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 their 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 Food Trucks/Operators are required to file a $1,000,000 Certificate of Liability Insurance listing the Town of Amherst as additional insured on file with the Town of Amherst prior to the event.** Please submit this documentation, together with this registration form, no later than May 14, 2021

By signing and submitting this registration, I acknowledge that I have read and agree to follow the Town of Amherst's General Food Truck Rules and Regulations. It is imperative that each participant read and understand the event rules and regulations outlined therein.

Signature of Applicant _____ Date _____

Signature of Town Supervisor _____ Date _____

Attachment: Food Truck Rodeo Contract (RES-2021-537 : Authorize Amherst Food Truck Rodeo Events - CRS #2657, 2660-2672, 2681)

Attachment: Food Truck Rodeo Contract (RES-2021-537 : Authorize Amherst Food Truck Rodeo Events - CRS #2657, 2660-2672, 2681)

FOOD TRUCK RODEOS
GENERAL FOOD TRUCK RULES AND REGULATIONS

Applies to ALL participants.

1. **Appearance and presentation** of the vendor/food truck space is critical to the overall feeling of the event and to your success. The Town of Amherst wantS to ensure that everyone has the best possible experience. The **EVENT STAFF** determines booth placement.
2. Event is held **rain or shine.** Please dress and prepare accordingly, with respect to the season and potential weather.
3. **Food Truck registration is due no later than MAY 14, 2021.**
4. The Town of Amherst reserves the right to decline registration to food truck operators and participants for any reason including, but not limited to, incompatibility with our mission, 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" **Food Truck space will be determined by the TOA and assigned prior to opening of the market**:
    a. All participant activities must be confined to allotted/assigned space area, including giveaways, petitions, surveys, music, etc.
    b. No seating areas, either temporary or use of permanent, on-site seating will be allowed.
6. **Food Trucks, Operators, and Participants** are expected to conduct themselves in a professional manner and keep the following in mind:
    a. Each food truck is responsible for his/her truck and all items in it.
    b. Trucks must be ready to open by 10:00AM and remain open until 2:00PM, unless otherwise previously arranged. **You may not vacate early**.
    c. Food Trucks and Operators are responsible for the set-up, maintenance and removal of his/her own truck, merchandise and trash. The truck must be removed and the area cleaned up 7:30PM on the same date of each event. **Trucks may depart the parking lot when 75% of the lot has been vacated by guests.**
    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 truck.
    e. All samples must comply with Food Vendor Rules, listed in the Food Vendor section below.
    f. NO SMOKING anywhere throughout the event grounds.
7. **Sales tax** for items sold at event must be paid by vendors in compliance with local and state tax law.

8. **Food Truck set-up begins at 3:00PM on the date of each event.**
    a. Set-up hours are **3:00PM – 3:30PM on the date of the event.**
9. **Parking** within the event grounds is prohibited. Vendors are asked to park their personal vehicles on the West Side of the building for the duration of the event. Please refer to the map provided.

Attachment: Food Truck Rodeo Contract (RES-2021-537 : Authorize Amherst Food Truck Rodeo Events - CRS #2657, 2660-2672, 2681)

Attachment: Food Truck Rodeo Addendum (RES-2021-537 : Authorize Amherst Food Truck Rodeo Events - CRS #2657, 2660-2672, 2681)

Addendum to Contract

1. The Vendor, agrees to participate in ***one or more*** of the following town organized events:

Food Truck Rodeo, Friday, June 25th, 2021 at Veteran's Canal Park from 4pm – 7pm.

Food Truck Rodeo, Friday, July 23rd, 2021, at North Forest Park from 4pm – 7pm

Food Truck Rodeo, Friday, August 20th, 2021, at Amherst Senior Center/Walton Wood Park from 4pm – 7pm.

Food Truck Rodeo, Friday, September 24th, 2021, at Amherst Senior Center/Walton Wood Park, from 4pm – 7pm

Food Truck Rodeo, Friday, October 22, 2021, at Royal Park, from 4pm – 7pm.

2. Vendors will be notified prior to the event(s) of accepted dates of participation. Dates, times, and locations are subject to change based on availability of Town property.

.

3. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $1,000,000.00 aggregate.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: Food Truck Rodeo Addendum (RES-2021-537 : Authorize Amherst Food Truck Rodeo Events - CRS #2657, 2660-2672, 2681)

4. 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.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

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:

_____
Print Name of Company

By: _____
Signature

_____
Printed name

Date: _____

Agreed to and Accepted by:

Town of Amherst

_____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Food Truck Rodeo Addendum (RES-2021-537 : Authorize Amherst Food Truck Rodeo Events - CRS #2657, 2660-2672, 2681)

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 23373 **RESOLUTION 2021-538** **ADOPTED**

Contract Extension - Drake Lawn & Garden Inc. CRS #2606

WHEREAS, Bid # 2019037, Chainsaws, Mowers & Misc. Small Equipment & Parts allows for the contract to be extended for a period of two (2) years at the same terms and conditions; and

WHEREAS, the Highway Department is requesting approval for the extension of the contract under Resolution 2019-1246; and

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the two year contract extension with Drake Lawn & Garden, Inc. subject to the Contract Routing System and the approval of the Town Attorney.

6/21/2021
Consent

FINANCIAL IMPACT:

TOWN WIDE, VARIOUS, TBD

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

Bryan, Steve

From: Infotech Services
Sent: Friday, June 11, 2021 9:12 AM
To: Lucey, Patrick G.; Bryan, Steve; Anderson, Paul; Burroughs, Nicole; George, Linda
Subject: Contract Approval: CRS ID #2606

CRS ID #: 2606
Title: Bid #2019037 Chainsaws, Mowers & Misc. Small Equipment & Parts
Vendor: Drake Lawn & Garden, Inc.
Contract Type: Contract Extension

Contract #2606 for Drake Lawn & Garden, Inc. has been approved by the Attorney's Office and is ready to be placed on the Town Board agenda.

You are required to submit three (3) original signed (by vendor) contract packets to the Attorney's Office no later than the Friday before the Town Board Meeting. Please print out this approval email and attach it to the original contracts being submitted to the Town Attorney's office. Thank you.

Comment:

https://intranet/acms/cont_crs_main_rte_list.php?q=(rec_crs_id~equals~2606)

Attachment: DRAKE (RES-2021-538 : Contract Extension - Drake Lawn & Garden Inc. CRS # 2606)

CONTRACT EXTENSION

Let this document stand as an Agreement between DRAKE LAWN AND GARDEN and THE Town OF AMHERST permitting the Town of Amherst to participate in the purchase of Chainsaws, mowers and miscellanous small equipment and parts:

DRAKE LAWN AND GARDEN and the Town of Amherst,
BID # 2019037 EXTENSION, LINE # 1, 11, 12 AND 17
from 5/1/2021 through 5/1/2023
for DRAKE LAWN AND GARDEN as outlined in the Town of Amherst Resolution 2019-1246.

Agreed to and Accepted by:

DRAKE LAWN AND GARDEN

By: Judith M Drake
Signature

Judith M DRAKE
Print Name

Pres
Title

Date: 5/10/21

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
BRIAN KULPA
Supervisor

Date: _____

Attachment: DRAKE (RES-2021-538 : Contract Extension - Drake Lawn & Garden Inc. CRS # 2606)

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

Jeffery C. Zeplowitz
Town Clerk

Meeting: 11/12/19 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 21080 **RESOLUTION 2019-1246** **ADOPTED**

Award Bid #2019037 Chainsaws, Mowers & Misc. Small Equipment & Parts CRS #1683, 1685 & 1689

WHEREAS, the Contract Compliance and Administration Department received bids on September 26, 2019 for Bid #2019037 - Miscellaneous Small Equipment; and

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

THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid as follows: Drake Lawn & Garden, 9570 County Road, Clarence Center, NY 14032: Items #1, 11, 12 & 17; Niagara Frontier Equipment Sales, Inc., 4060 Lake Ave., Lockport, NY 14094: Items #3 & 15; Bison Turf Equipment, Inc., 451 Meyer Road, Amherst, NY 14226: Items #2, 4, 10 & 13; and

BE IT FURTHER RESOLVED, the Town Board authorizes a waiver of insurance for Drake Lawn & Garden and Niagara Frontier Equipment Sales because employees will not be delivering on Town property; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with Drake Lawn and Garden, Niagara Frontier Equipment Sales and Bison Turf.

11/12/2019
Consent

FINANCIAL IMPACT:

Town Wide - Various Accounts - Amount TBD

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

Attachment: DRAKE (RES-2021-538 : Contract Extension - Drake Lawn & Garden Inc. CRS # 2606)

2019-1246
5-1-2021

Bid #2019037 Chainsaws, Mowers & Misc. Equipment

	Low Bidder	#1683	#1685	#1699
Item No.	Vendor Name:	Drake	Niagara Frontier Equipment	Bison Turf
		% off Manufacturers List	% off Manufacturers List	% off Manufacturers List
1	NEW STIHL EQUIPMENT – All Models	25%		21%
2	ECHO PARTS – All Models			5%
3	SCAG PARTS – All Models		0%	
4	VENTRAC PARTS – All Models			12%
5	JACOBSON PARTS – All Models			
6	SMITHCO PARTS – All Models			
7	TURFCO PARTS – All Models			
8	HUSQVARNA PARTS – All Models			
9	BUFFALO TURBINE – All Models			
10	LITTLE WONDER – All Models			5%
11	ARIENS PARTS – All Models	3%		
12	NEW ARIENS EQUIPMENT – All Models	20%		
13	TORO PARTS – All Models			11%
14	NEW TORO EQUIPMENT – All Models			See Notes Below
15	WOODS MOWER PARTS – All Models		0%	
16	MAX ATV PARTS – All Models			
17	JOHN DEERE MOWER PARTS – All Models	3%		
	NOTES:			

Niagara Frontier Equipment Sales: Noted that prices shall be quoted F.O.B. Shipping Point. Town must either pick up or pay the freight. They also amended page 5, #10 of the Instructions to Bidders. Per the Highway Department - they will pick up all parts from NFE.

After the bid was opened, Niagara Frontier Equipment advised that they omitted a bid for line item #3 - SCAG parts. We contacted bidders and requested a bid for this line. No other vendor bid on this line, so we accepted NFE's bid.

*Bison Turf Equipment: Item #13 noted that Bison Turf Equipment represents a specific segment of the Toro line and can supply parts at the discount provided for any and all parts that fall within the listed segment. Item #14 noted NY State contract #PC66756. No award for this line.

Attachment: DRAKE (RES-2021-538 : Contract Extension - Drake Lawn & Garden Inc. CRS # 2606)

Chainsaws, Mowers, Miscellaneous Small Equipment & Parts

Through this Bid, the Town of Amherst seeks to establish an Agreement for purchase of chainsaws, mowers, miscellaneous small equipment and parts at a discounted rate off Manufacturers' List Price. NO OTHER CHARGES WII BE CONSIDERED.

There is no guarantee of quantities to be purchase expressed or implied in this contract. Purchases shall be made by the Town of Amherst on an as-needed basis.

The Bid will be awarded on the basis to the lowest total price from a responsible bidder per line item.

CONTRACT TERM:

The Town of Amherst is awarding a contract with an initial term expiring on May 1, 2021. This contract may be extended for not more than two successive 2 (two) year periods at the same bid price upon the mutual agreement of the successful respondent and the Town of Amherst.

INTERPRETATION OF DOCUMENTS

All questions about the meaning or intent of the specifications must be submitted via email to lgraner@amherst.ny.us with a copy to khalton@amherst.ny.us. Please include Bid #2019037 Chainsaws, Mowers Miscellaneous Small Equipment and Parts in the e-mail subject line. Replies will be issued by Addenda and emailed to all parties recorded as having received the proposal documents. Questions received within 5 days of the bid opening will not be responded to.

BID RESULTS

Bid results cannot be given over the phone. All requests for bid results should be submitted via e-mail to: Khalton@amherst.ny.us

Attachment: DRAKE (RES-2021-538 : Contract Extension - Drake Lawn & Garden Inc. CRS # 2606)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THI CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIE BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZE REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or b endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sentry Customer Service	
Sentry Insurance 1800 North Point Drive Stevens Point, WI 54481	PHONE (A/C, No, Ext): 800-473-6879	FAX (A/C, No): 800-514-7191
	EMAIL ADDRESS: businessproducts_direct@sentry.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Drake Lawn & Garden Inc 9570 County Rd Clarence Center, NY 14032-9239	INSURER A : Sentry Select Insurance Company	21180
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1253434 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIO INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THI 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 ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		4961816004	09/01/2020	09/01/2021	EACH OCCURRENCE	$ 500,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 500,000
							GENERAL AGGREGATE	$ 1,500,000
							PRODUCTS - COMP/OP AGG	$ 1,500,000
								$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			4961816005	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			4961816006	09/01/2020	09/01/2021	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 6,000,000
							PRODUCTS - COMP/OP AGG	$ 6,000,000
	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					☐ 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)
Refer to attached

CERTIFICATE HOLDER	CANCELLATION
Town of Amherst 5583 Main St Williamsville, NY 14221-5488	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE John Hyland

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Attachment: DRAKE (RES-2021-538 : Contract Extension - Drake Lawn & Garden Inc. CRS # 2606)

ACORD®

AGENCY CUSTOMER ID: XXXXXX1415

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Martin Kovatchki	Drake Lawn & Garden Inc
POLICY NUMBER	
4961816004	
CARRIER / **NAIC CODE**	
Sentry Select Insurance Company / 21180	**EFFECTIVE DATE:** 09/01/2020

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

General Liability

The Town of Amherst is named as an additional insured on the general liability. Coverage is primary and non-contributory. Excess/umbrella follows form over the general liability policy.

Attachment: DRAKE (RES-2021-538 : Contract Extension - Drake Lawn & Garden Inc. CRS # 2606)

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NYSIF
New York State Insurance Fund

199 CHURCH STREET, NEW YORK, N.Y. 10007-11(
| nysif.co

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^^^^^^ 161071415
DRAKE LAWN & GARDEN INC
9570 COUNTY ROAD
CLARENCE CENTER NY 14032

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
DRAKE LAWN & GARDEN INC 9570 COUNTY ROAD CLARENCE CENTER NY 14032	TOWN OF AMHERST 5583 MAIN ST WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
Z1185 928-7	518209	10/01/2020 TO 10/01/2021	5/13/2021

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1185 928-7, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FU

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 537762403

Attachment: DRAKE (RES-2021-538 : Contract Extension - Drake Lawn & Garden Inc. CRS # 2606)

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)
DRAKE LAWN & GARDEN INC

9570 COUNTRY ROAD
CLARENCE CENTER, NY 14032

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
716-741-9115

1c. Federal Employer Identification Number of Insured or Social Security Number
161071415

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL105460

3c. Policy effective period
10/01/2020 to 09/30/2022

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 name insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 5/13/2021 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: DRAKE (RES-2021-538 : Contract Extension - Drake Lawn & Garden Inc. CRS # 2606)

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 23375 **RESOLUTION 2021-539** **ADOPTED**

Contract Extension - Niagara Frontier Equipment Sales, Inc. CRS # 2685

WHEREAS, Bid # 2019037, Chainsaws, Mowers & Misc. Small Equipment & Parts allows for the contract to be extended for a period of two (2) years at the same terms and conditions; and

WHEREAS, the Highway Department is requesting approval for the extension of the contract under Resolution 2019-1246; and

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the two year contract extension with Niagara Frontier Equipment Sales, Inc. subject to the Contract Routing System and the approval of the Town Attorney.

6/21/2021
Consent

FINANCIAL IMPACT:

TOWN WIDE, VARIOUS, TBD

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

Bryan, Steve

From: Infotech Services
Sent: Friday, June 11, 2021 9:14 AM
To: Lucey, Patrick G.; Bryan, Steve; Anderson, Paul; Burroughs, Nicole; George, Linda
Subject: Contract Approval: CRS ID #2685

CRS ID #: 2685
Title: Bid #2019037 Chainsaws, Mowers & Miscellaneous Equipment & Parts
Vendor: Niagara Frontier Equipment Sales, Inc.
Contract Type: Contract Extension

Contract #2685 for Niagara Frontier Equipment Sales, Inc. has been approved by the Attorney's Office and is ready to be placed on the Town Board agenda.

You are required to submit three (3) original signed (by vendor) contract packets to the Attorney's Office no later than the Friday before the Town Board Meeting. Please print out this approval email and attach it to the original contracts being submitted to the Town Attorney's office. Thank you.

Comment:

https://intranet/acms/cont_crs_main_rte_list.php?q=(rec_crs_id~equals~2685)

Attachment: NFE (RES-2021-539 : Contract Extension - Niagara Frontier Equipment Sales, Inc. CRS # 2685)

CONTRACT EXTENSION

Let this document stand as an Agreement between NIAGARA FRONTIER EQUIPMENT SALES and THE Town OF AMHERST permitting the Town of Amherst to participate in the purchase of Chainsaws, mowers and miscellanous small equipment and parts:

NIAGARA FRONTIER EQUIPMENT and the Town of Amherst,
BID # 2019037 EXTENSION, LINE # 3 and # 15
from 5/1/2021 through 5/1/2023

for NIAGARA FRONTIER EQUIPMENT, Inc. as outlined in the Town of Amherst Resolution 2019-1246.

Agreed to and Accepted by:

NIAGARA FRONTIER EQUIPMENT

By: _____
Signature

_____
Print Name

_____
Title

Date: _____

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
BRIAN KULPA
Supervisor

Date: _____

Attachment: NFE (RES-2021-539 : Contract Extension - Niagara Frontier Equipment Sales, Inc. CRS # 2685)

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

Jeffery C. Zeplowitz
Town Clerk

Meeting: 11/12/19 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 21080 **RESOLUTION 2019-1246** **ADOPTED**

Award Bid #2019037 Chainsaws, Mowers & Misc. Small Equipment & Parts CRS #1683, 1685 & 1689

WHEREAS, the Contract Compliance and Administration Department received bids on September 26, 2019 for Bid #2019037 - Miscellaneous Small Equipment; and

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

THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid as follows: Drake Lawn & Garden, 9570 County Road, Clarence Center, NY 14032: Items #1, 11, 12 & 17; Niagara Frontier Equipment Sales, Inc., 4060 Lake Ave., Lockport, NY 14094: Items #3 & 15; Bison Turf Equipment, Inc., 451 Meyer Road, Amherst, NY 14226: Items #2, 4, 10 & 13; and

BE IT FURTHER RESOLVED, the Town Board authorizes a waiver of insurance for Drake Lawn & Garden and Niagara Frontier Equipment Sales because employees will not be delivering on Town property; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with Drake Lawn and Garden, Niagara Frontier Equipment Sales and Bison Turf.

11/12/2019
Consent

FINANCIAL IMPACT:

Town Wide - Various Accounts - Amount TBD

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

Attachment: NFE (RES-2021-539 : Contract Extension - Niagara Frontier Equipment Sales, Inc. CRS # 2685)

2019-1246
5-1-2021

Bid #2019037 Chainsaws, Mowers & Misc. Equipment

Low Bidder #1683 #1685 #1699

Item No.	Vendor Name:	Drake	Niagara Frontier Equipment	Bison Turf
		% off Manufacturers List	% off Manufacturers List	% off Manufacturers List
1	NEW STIHL EQUIPMENT – All Models	25%		21%
2	ECHO PARTS – All Models			5%
3	SCAG PARTS – All Models		0%	
4	VENTRAC PARTS – All Models			12%
5	JACOBSON PARTS – All Models			
6	SMITHCO PARTS – All Models			
7	TURFCO PARTS – All Models			
8	HUSQVARNA PARTS – All Models			
9	BUFFALO TURBINE – All Models			
10	LITTLE WONDER – All Models			5%
11	ARIENS PARTS – All Models	3%		
12	NEW ARIENS EQUIPMENT – All Models	20%		
13	TORO PARTS – All Models			11%
14	NEW TORO EQUIPMENT – All Models			See Notes Below
15	WOODS MOWER PARTS – All Models		0%	
16	MAX ATV PARTS – All Models			
17	JOHN DEERE MOWER PARTS – All Models	3%		
	NOTES:			

Niagara Frontier Equipment Sales: Noted that prices shall be quoted F.O.B. Shipping Point. Town must either pick up or pay the freight. They also amended page 5, #10 of the Instructions to Bidders. Per the Highway Department - they will pick up all parts from NFE.

After the bid was opened, Niagara Frontier Equipment advised that they omitted a bid for line item #3 - SCAG parts. We contacted bidders and requested a bid for this line. No other vendor bid on this line, so we accepted NFE's bid.

*Bison Turf Equipment: Item #13 noted that Bison Turf Equipment represents a specific segment of the Toro line and can supply parts at the discount provided for any and all parts that fall within the listed segment. Item #14 noted NY State contract #PC66756. No award for this line.

Attachment: NFE (RES-2021-539 : Contract Extension - Niagara Frontier Equipment Sales, Inc. CRS # 2685)

Chainsaws, Mowers, Miscellaneous Small Equipment & Parts

Through this Bid, the Town of Amherst seeks to establish an Agreement for purchase of chainsaws, mowers, miscellaneous small equipment and parts at a discounted rate off Manufacturers' List Price. NO OTHER CHARGES WII BE CONSIDERED.

There is no guarantee of quantities to be purchase expressed or implied in this contract. Purchases shall be made by the Town of Amherst on an as-needed basis.

The Bid will be awarded on the basis to the lowest total price from a responsible bidder per line item.

CONTRACT TERM:

The Town of Amherst is awarding a contract with an initial term expiring on May 1, 2021. This contract may be extended for not more than two successive 2 (two) year periods at the same bid price upon the mutual agreement of the successful respondent and the Town of Amherst.

INTERPRETATION OF DOCUMENTS

All questions about the meaning or intent of the specifications must be submitted via email to lgraner@amherst.ny.us with a copy to khalton@amherst.ny.us. Please include Bid #2019037 Chainsaws, Mowers Miscellaneous Small Equipment and Parts in the e-mail subject line. Replies will be issued by Addenda and emailed to all parties recorded as having received the proposal documents. Questions received within 5 days of the bid opening will not be responded to.

BID RESULTS

Bid results cannot be given over the phone. All requests for bid results should be submitted via e-mail to: Khalton@amherst.ny.us

Attachment: NFE (RES-2021-539 : Contract Extension - Niagara Frontier Equipment Sales, Inc. CRS # 2685)

CONTRACT

This agreement is hereby acknowledged and performance of this Contract will be undertaken in accordance with the specifications and pricing on which the below mentioned bid dated September 26, 2019 was submitted. I hereby state that I have authority to execute this document on behalf of Niagara Frontier Equipment Sales, Inc.

Name of Bid: **Chainsaws, Mowers & Miscellaneous Equipment and Parts**
Vendor Name: **Niagara Frontier Equipment Sales, Inc.**
4060 Lake Avenue
Lockport, New York 14094

Town Board Approval: November 12, 2019
Town Board Resolution #: 2019-1246

Authority for execution on behalf of the Town of Amherst: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board, at a meeting thereof held on November 12, 2019, Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town of Amherst. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of the Town of Amherst.

Agreed to and Accepted by:

Niagara Frontier Equipment Sales, Inc.

By: _____
Signature

KARL HETRICK
Printed name

G.M.
Title

Date: 11-22-19

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa,
Supervisor

Date: 11/26/19

Attachment: NFE (RES-2021-539 : Contract Extension - Niagara Frontier Equipment Sales, Inc. CRS # 2685)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Moore Insurance Agency Inc. 15 25th Street Watervliet NY 12189	**CONTACT NAME:** Dennis Dunbar **PHONE (A/C, No, Ext):** (518) 273-9501 **FAX (A/C, No):** (518) 273-9
E-MAIL ADDRESS: ddunbar.mooreins@gmail.com **INSURER(S) AFFORDING COVERAGE** **INSURER A :** Erie Insurance Co **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED Niagara Frontier Equipment Sales Inc 4060 Lake Avenue Lockport NY 14094	

COVERAGES **CERTIFICATE NUMBER:** CL20111102641 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		Q476550190	11/15/2020	11/15/2021	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 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ Garage liab.			Q116580120	11/15/2020	11/15/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $			Q356570079	11/15/2020	11/15/2021	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Q476550190	11/15/2020	11/15/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Amherst is added as an additiant insured on a primary & noncontributory basis

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221-5488

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: NFE (RES-2021-539 : Contract Extension - Niagara Frontier Equipment Sales, Inc. CRS # 2685)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERA(

1a. Legal Name & Address of Insured (use street address only) Niagara Frontier Equipment Sales Inc. 4060 Lake Avenue Lockport NY 14094 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 716-434-2000 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Secu Number 16-1302268
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main St Williamsville NY 14221-5488	3a. Name of Insurance Carrier Flagship City Insurance Co. 3b. Policy Number of Entity Listed in Box "1a" Q95-6500463 3c. Policy effective period 11/15/2020 to 11/15/2021 3d. The Proprietor, Partners or Executive Officers are ☒ Included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Iten on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will se this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

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 o 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 amen 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: Philip J Moore
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Philip J Moore 11-13-20
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-273-9501 ext 12

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NC authorized to issue it.

C-105.2 (9-15) www.wcb.ny.

Attachment: NFE (RES-2021-539 : Contract Extension - Niagara Frontier Equipment Sales, Inc. CRS # 2685)

Bryan, Steve

From: noreply.contractrouting@amherst.ny.us
Sent: Wednesday, November 27, 2019 3:26 PM
To: Lucey, Patrick G.; Hopper, Patty; Beck, Tina; Bryan, Steve; Anderson, Paul; Juul, Lynda; Halton, Karen; Burroughs, Nicole
Subject: Contract Signed: CRS ID #1685

CRS ID #: 1685
Title: Bid #2019037 Chainsaws, Mowers & Miscellaneous Equipment & Parts
Vendor: Niagara Frontier Equipment Sales, Inc.
Contract Type: Award of Public Bid Contract / RFP

Contract #1685 has been signed by the Supervisor and is now fully executed and is ready for use. The fully executed contract has already been scanned into the Contract Management System and one (1) fully executed contract will be sent back to your department. Once you receive this document you must do the following:

a) Scan original insurance documents and certificates (separately from the "entire" document described above)

b) Enter the start and end date of the contract and any other necessary information.

c) Monitor expiration dates related to the contract and insurances

d) Obtain updated insurance documents and certificates when required

e) Apply any and all relevant dates related to those updated insurance documents and certificates

As per Town Board Resolution 2017-128, it is up to YOUR department to keep all contract information up to date and accurate in the system.

Thank you.

https://intranet/acms/cont_cms_main_list.php?q=(rec_crs_id~equals~1685)

Attachment: NFE (RES-2021-539 : Contract Extension - Niagara Frontier Equipment Sales, Inc. CRS # 2685)

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 23377 **RESOLUTION 2021-540** **ADOPTED**

Contract Extension - Bison Turf Equipment, Inc. CRS # 2686

WHEREAS, Bid # 2019037, Chainsaws, Mowers & Misc. Small Equipment & Parts allows for the contract to be extended for a period of two (2) years at the same terms and conditions; and

WHEREAS, the Highway Department is requesting approval for the extension of the contract under Resolution 2019-1246; and

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the two year contract extension with Bison Turf Equipment, Inc. subject to the Contract Routing System and approval of the Town Attorney.

6/21/2021
Consent

FINANCIAL IMPACT:

TOWN WIDE, VARIOUS, TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 23390 **RESOLUTION 2021-541** **ADOPTED**

Authorize Supervisor to Sign Contracts to Piggyback - Superior Lubricants #2712

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on the State of New York, Office of General Services, Group 05700, Award # 23204, Contract #PC69329 with Superior Lubricants for the purchase of motor oils, hydraulic oils and diesel exhaust fluids from 5/3/2021 through 4/19/2026.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract with Superior Lubricants is subject to the Contract Routing System and the approval of the Town Attorney.

6/21/2021
Consent

FINANCIAL IMPACT:

Town Wide

Various

TBD

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

AGREEMENT

Let this document stand as an Agreement between SUPERIOR LUBRICANTS and the Town of Amherst permitting the Town of Amherst to participate in the purchase of MOTOR OIL, HYDRAULIC OIL AND DIESEL EXHAUST FLUID:

SUPERIOR LUBRICANTS and the State of New York, Office of General Svcs.
Group 05700 - Motor Oils, Award # 23204, Contract # PC69329
from 5/3/2021 through 4/19/2026.
for Motor Oils, Hydraulic Oils and Diesel Exhaust Fluids
as itemized in the NYS-OGS Contract Award Notification.

Agreed to and Accepted by:

SUPERIOR LUBRICANTS CO., INC.

By: Jerry Grandel
Signature

Jerry Grandel
Print Name

Govt Bus Mgr
Title

Date: 6/16/21

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian Kulpa
Supervisor

Date: _____

Attachment: SUPERIOR (RES-2021-541 : Authorize Supervisor to Sign Contracts to Piggyback -Superior Lubricants #2712)

Addendum to Contract VENDOR ON SITE Minor

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: SUPERIOR (RES-2021-541 : Authorize Supervisor to Sign Contracts to Piggyback -Superior Lubricants #2712)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: SUPERIOR (RES-2021-541 : Authorize Supervisor to Sign Contracts to Piggyback -Superior Lubricants #2712)

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:

Superior Lubricants
Print Name of Company

By: Jerry Gravel
Signature

Jerry Gravel
Printed name

Date: 6/10/21

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: SUPERIOR (RES-2021-541 : Authorize Supervisor to Sign Contracts to Piggyback -Superior Lubricants #2712)

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New Yo provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Unde Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility und Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seel to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must ce at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohib entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive informat that a person is in violation of the above-referenced certification, the Town will offer the person opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in investment which is in violation of the Act within 90 days after the determination of such violation, t the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seek compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an ent that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursu responsibility review with respect to any entity that is awarded a Contract/Lease and appears on prohibited entities list after Contract/Lease award.

Company Name: Superior Lubricants

Signature: Jerry Grosel

Print Name: Jerry Grosel

Title: Govt Bid Mgr

Date: 6/10/21

JAMIE M. KUKOVICA
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Niagara County
01KU5112944
MY COMMISSION EXPIRES July 19, 2024

Sworn To Before Me This
10th Day of June, 2021
Jamie M Kukovica
Notary Public

Attachment: SUPERIOR (RES-2021-541 : Authorize Supervisor to Sign Contracts to Piggyback -Superior Lubricants #2712)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLD
CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE F
BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTI
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 e
If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A state
this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M & T Insurance Agency, Inc. 285 Delaware Avenue, Ste 4000 Buffalo NY 14202	**CONTACT NAME:** Commercial Lines Department **PHONE (A/C, No, Ext):** 716-853-7960 **FAX (A/C, No):** (855)595- **E-MAIL ADDRESS:** CLServicing@mtb.com
	INSURER(S) AFFORDING COVERAGE
INSURED SUPER-2 Superior Lubricants Company Inc 32 Ward Rd North Tonawanda, NY 14120	**INSURER A :** Old Republic Ins Co **INSURER B :** Great American Ins Co **INSURER C :** Berkley Insurance Company **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1204133734 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHI
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		MWZY312371	3/1/2021	3/1/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			MWTB312370	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	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)	$
	X MCS-90							$
B	X UMBRELLA LIAB X OCCUR			TUU024586809	3/1/2021	3/1/2022	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		MWC312372	3/1/2021	3/1/2022	PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Pollution Liability Site & Transported Cargo Off Site Operations			FE-EIL-27913-00	10/4/2020	10/4/2023	Incident/ Agg Retention	5,000,000 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Umbrella is not over Pollution Policy

The following forms apply per indicators (Y) marked above if required by written contract:
#CG 20 37 04 13: General Liability - Additional Insured - Owners, Lessees & Contractors
#CG 24 04 05 09: General Liability - Waiver of Transfer of Rights of Recovery (Waiver of subrogation)
#CG 20 01 04 13: General Liability - Additional Insureds - Primary and Noncontributory
#CA 20 48 10 13: Auto - Additional Insured - All persons or organizations
#CA 04 44 10 13: Auto - Waiver of Transfer of Rights of Recovery Against Others to Us
See Attached...

CERTIFICATE HOLDER

Town of Amherst
5583 Main St.
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED B
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVER
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kyle Samuel

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Attachment: SUPERIOR (RES-2021-541 : Authorize Supervisor to Sign Contracts to Piggyback -Superior Lubricants #2712)

AGENCY CUSTOMER ID: SUPER-2

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
M & T Insurance Agency, Inc.	Superior Lubricants Company Inc 32 Ward Rd North Tonawanda, NY 14120
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

#PCA 048 10 13: Auto - Additional Insureds - Primary and Noncontributory
#GAI 6113: Umbrella General Liability - Following Form
#GAI 6106: Umbrella Auto Liability - Following Form
#WC 00 03 13: Workers Comp - Waiver of Transfer of Rights of Recovery (Waiver of subrogation)

Town of Amherst is included as an Additional Insured on a primary and non-contributory basis if required by written contract. Workers Compensation i es owners.

Attachment: SUPERIOR (RES-2021-541 : Authorize Supervisor to Sign Contracts to Piggyback -Superior Lubricants #2712)

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERA

1a. Legal Name & Address of Insured (use street address only) Superior Lubricants Company Inc 32 Ward Rd North Tonawanda, NY 14120	1b. Business Telephone Number of Insured 716-260-1726 1c. NYS Unemployment Insurance Employer Registration Number c Insured
Work Location of Insured (Only required if coverage is specifically limited to *certain locations in New York State, i.e., a Wrap-Up Policy)*	1d. Federal Employer Identification Number of Insured or Social Sec Number 999999999
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main St. Williamsville NY 14221	3a. Name of Insurance Carrier Old Republic Ins Co 3b. Policy Number of Entity Listed in Box "1a" MWC312372 3c. Policy effective period 3/1/2021 to 3/1/2022 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item **on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent w** en 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 e 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 amenc extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in 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 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 reference above and that the named insured has the coverage as depicted on this form.

Approved by: Kyle Samuel
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Kyle Samuel 2/22/2021
(Signature) (Date)

Title: _____

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-853-7960

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Attachment: SUPERIOR (RES-2021-541 : Authorize Supervisor to Sign Contracts to Piggyback -Superior Lubricants #2712)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carri

1a. Legal Name & Address of Insured (use street address only) SUPERIOR LUBRICANTS CO INC 32 WARD ROAD NORTH TONAWANDA, NY 14120 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. Federal Employer Identification Number of Insured or Social Security Number 161446244
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier **ShelterPoint Life Insurance Company** 3b. Policy Number of Entity Listed in Box "1a" DBL570975 3c. Policy effective period 01/01/2021 to 12/31/2021

4. Policy provides the following benefits:
   - [x] A. Both disability and paid family leave benefits.
   - [ ] B. Disability benefits only.
   - [ ] C. Paid family leave benefits only.
5. Policy covers:
   - [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
   - [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the na insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 2/26/2021 By _____

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carr

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 N Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NY Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Attachment: SUPERIOR (RES-2021-541 : Authorize Supervisor to Sign Contracts to Piggyback -Superior Lubricants #2712)

State Contract Award Notices - Commodities

Motor Oil, Hydraulic Oil, and Diesel Exhaust Fluid (Statewide)	
Award Document	**Contract Period:** May 03, 2021 - April 19, 2026
Contract Updates	**Group:** 05700 **Award:** 23204-RA, SW (Replaces 23012-RA, SW)
Pricing Information	**Use of Contracts:** All State Agencies and Political Subdivisions
FAQ	**Contact Person:** Jennifer Prusinowski **Telephone:** (518) 473-3421
Customer Service	**Contract Issued:** **May 03, 2021** Contract Updated: None

Description:

Lot 1: Motor crankcase oil for use in internal combustion engines of both the spark-ignition and the compression-ignition types. All awards for Lot 1 contain re-refined content of at least 55% and meet the Executive Order 4 specification for Lubricating Oil, High Detergent.

Lot 2: High-performance hydraulic oil for various equipment including but not limited to snow plowing & material spreader systems, hoisting systems, front-end loaders, aerial devices, excavators, and various other construction devices. All awards for Lot 2 contain re-refined content of at least 55% and meet the Executive Order 4 specification for Hydraulic Oil, High Detergent.

Lot 3: Diesel Exhaust Fluid used to assist in the breakdown of NOx into harmless gases.

This award includes 0% MBE, 30% WBE and 6% SDVOB goal requirements.

Install Free Adobe Acrobat Reader for PDF Documents

The above PDF files are available in text by calling Customer Services at (518) 474-6717.

Attachment: SUPERIOR (RES-2021-541 : Authorize Supervisor to Sign Contracts to Piggyback -Superior Lubricants #2712)

NEW YORK STATE OF OPPORTUNITY. | Office of General Services
Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | https://ogs.ny.gov/procurement | customer.services@ogs.ny.gov | 518-474-6717

Contractor Information Summary

Updated: May 03, 2021

Group 05700 - MOTOR OIL, HYDRAULIC OIL, AND DIESEL EXHAUST FLUID (STATEWIDE)

Award Number: 23204-RA, SW **Contract Period** *May 03, 2021 – April 19, 2026*

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION		CONTRACT SPECIFICS
PC69328	**Reladyne Northeast LLC** 35 Drexel Drive Bay Shore, NY 11706 **Federal ID:** 30-0882478 **NYS Vendor ID:** 1100167406	Jaclyn M. Henry Contract Account Manager (631) 234-8900 contractorders@reladyne.com **Emergency Contact** Jay Birnbaum General Manager (631) 234-8900 (516) 551-0876 Jay.birnbaum@reladyne.com	**Pricing Information** **Accepts Procuremer Card for orders up t $50,000**
PC69329	**Superior Lubricants Co., Inc.** 32 Ward Rd North Tonawanda, NY 14120 **Federal ID:** 16-1446244 **NYS Vendor ID:** 100008206	Kristen Hollander Client Services Mgr (716) 260-1742 (800) 638-1887 kthollander@superiorlubricants.com **Emergency Contact** Jerry Gravel (800) 638-1887 X211 glgravel@superiorlubricants.com	**Pricing Information** **Accepts Procuremer Card for orders up t $50,000**

HISTORICAL PRICING

DATE	PRICING
May 03, 2021	https://online.ogs.ny.gov/purchase/spg/pdfdocs/0570023204Pricing_050321.pdf

Attachment: SUPERIOR (RES-2021-541 : Authorize Supervisor to Sign Contracts to Piggyback -Superior Lubricants #2712)

AGREEMENT

Let this document stand as an Agreement between SUPERIOR LUBRICANTS and the Town of Amherst permitting the Town of Amherst to participate in the purchase of MOTOR OIL, HYDRAULIC OIL AND DIESEL EXHAUST FLUID:

SUPERIOR LUBRICANTS and the State of New York, Office of General Svcs.
Group 05700 - Motor Oils, Award # 23204, Contract # PC69329
from 5/3/2021 through 4/19/2026.
for Motor Oils, Hydraulic Oils and Diesel Exhaust Fluids
as itemized in the NYS-OGS Contract Award Notification.

Agreed to and Accepted by:

SUPERIOR LUBRICANTS CO., INC.

By: Jerry Gravel
Signature

Jerry Gravel
Print Name

Govt Bus Mgr
Title

Date: 6/16/21

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian Kulpa
Supervisor

Date: _____

Attachment: SUPERIOR (RES-2021-541 : Authorize Supervisor to Sign Contracts to Piggyback -Superior Lubricants #2712)

Addendum to Contract VENDOR ON SITE Minor

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

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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.

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(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

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(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: SUPERIOR (RES-2021-541 : Authorize Supervisor to Sign Contracts to Piggyback -Superior Lubricants #2712)

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:

Superior Lubricants
Print Name of Company

By: Jerry Gravel
Signature

Jerry Gravel
Printed name

Date: 6/10/21

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: SUPERIOR (RES-2021-541 : Authorize Supervisor to Sign Contracts to Piggyback -Superior Lubricants #2712)

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New Yo provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Unde Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility und Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seel to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must ce at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohib entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive informat that a person is in violation of the above-referenced certification, the Town will offer the person opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in investment which is in violation of the Act within 90 days after the determination of such violation, t the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seek compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an ent that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursu responsibility review with respect to any entity that is awarded a Contract/Lease and appears on prohibited entities list after Contract/Lease award.

Company Name: Superior Lubricants

Signature: Jerry Grosel

Print Name: Jerry Grosel

Title: Govt Bid Mgr

Date: 6/10/21

JAMIE M. KUKOVICA
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Niagara County
01KU5112944
MY COMMISSION EXPIRES July 19, 2024

Sworn To Before Me This
10th Day of June, 2021
Jamie M Kukovica
Notary Public

Attachment: SUPERIOR (RES-2021-541 : Authorize Supervisor to Sign Contracts to Piggyback -Superior Lubricants #2712)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLD
CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE F
BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTI
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 e
If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A state
this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M & T Insurance Agency, Inc. 285 Delaware Avenue, Ste 4000 Buffalo NY 14202	**CONTACT NAME:** Commercial Lines Department **PHONE (A/C, No, Ext):** 716-853-7960 **FAX (A/C, No):** (855)595- **E-MAIL ADDRESS:** CLServicing@mtb.com
	INSURER(S) AFFORDING COVERAGE
INSURED SUPER-2 Superior Lubricants Company Inc 32 Ward Rd North Tonawanda, NY 14120	**INSURER A :** Old Republic Ins Co **INSURER B :** Great American Ins Co **INSURER C :** Berkley Insurance Company **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1204133734 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHI
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		MWZY312371	3/1/2021	3/1/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			MWTB312370	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	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)	$
	X MCS-90							$
B	X UMBRELLA LIAB X OCCUR			TUU024586809	3/1/2021	3/1/2022	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			MWC312372	3/1/2021	3/1/2022	PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Pollution Liability Site & Transported Cargo Off Site Operations			FE-EIL-27913-00	10/4/2020	10/4/2023	Incident/ Agg Retention	5,000,000 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Umbrella is not over Pollution Policy

The following forms apply per indicators (Y) marked above if required by written contract:
#CG 20 37 04 13: General Liability - Additional Insured - Owners, Lessees & Contractors
#CG 24 04 05 09: General Liability - Waiver of Transfer of Rights of Recovery (Waiver of subrogation)
#CG 20 01 04 13: General Liability - Additional Insureds - Primary and Noncontributory
#CA 20 48 10 13: Auto - Additional Insured - All persons or organizations
#CA 04 44 10 13: Auto - Waiver of Transfer of Rights of Recovery Against Others to Us
See Attached...

CERTIFICATE HOLDER

Town of Amherst
5583 Main St.
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED B
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVER
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kyle Samuel

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Attachment: SUPERIOR (RES-2021-541 : Authorize Supervisor to Sign Contracts to Piggyback -Superior Lubricants #2712)

AGENCY CUSTOMER ID: SUPER-2

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
M & T Insurance Agency, Inc.	Superior Lubricants Company Inc 32 Ward Rd North Tonawanda, NY 14120
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

#PCA 048 10 13: Auto - Additional Insureds - Primary and Noncontributory
#GAI 6113: Umbrella General Liability - Following Form
#GAI 6106: Umbrella Auto Liability - Following Form
#WC 00 03 13: Workers Comp - Waiver of Transfer of Rights of Recovery (Waiver of subrogation)

Town of Amherst is included as an Additional Insured on a primary and non-contributory basis if required by written contract. Workers Compensation i es owners.

Attachment: SUPERIOR (RES-2021-541 : Authorize Supervisor to Sign Contracts to Piggyback -Superior Lubricants #2712)

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERA

1a. Legal Name & Address of Insured (use street address only) Superior Lubricants Company Inc 32 Ward Rd North Tonawanda, NY 14120	1b. Business Telephone Number of Insured 716-260-1726 1c. NYS Unemployment Insurance Employer Registration Number c Insured
Work Location of Insured (Only required if coverage is specifically limited to *certain locations in New York State, i.e., a Wrap-Up Policy)*	1d. Federal Employer Identification Number of Insured or Social Sec Number 999999999
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main St. Williamsville NY 14221	3a. Name of Insurance Carrier Old Republic Ins Co 3b. Policy Number of Entity Listed in Box "1a" MWC312372 3c. Policy effective period 3/1/2021 to 3/1/2022 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item **on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent w** en 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 e 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 amenc extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in 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 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 reference above and that the named insured has the coverage as depicted on this form.

Approved by: Kyle Samuel
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Kyle Samuel 2/22/2021
(Signature) (Date)

Title: _____

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-853-7960

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are authorized to issue it.

Attachment: SUPERIOR (RES-2021-541 : Authorize Supervisor to Sign Contracts to Piggyback -Superior Lubricants #2712)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carri

1a. Legal Name & Address of Insured (use street address only) SUPERIOR LUBRICANTS CO INC 32 WARD ROAD NORTH TONAWANDA, NY 14120 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. Federal Employer Identification Number of Insured or Social Security Number 161446244
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier **ShelterPoint Life Insurance Company** 3b. Policy Number of Entity Listed in Box "1a" DBL570975 3c. Policy effective period 01/01/2021 to 12/31/2021

4. Policy provides the following benefits:
   - [x] A. Both disability and paid family leave benefits.
   - [ ] B. Disability benefits only.
   - [ ] C. Paid family leave benefits only.
5. Policy covers:
   - [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
   - [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the na insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 2/26/2021 By _____

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carr

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 N Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NY Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Attachment: SUPERIOR (RES-2021-541 : Authorize Supervisor to Sign Contracts to Piggyback -Superior Lubricants #2712)

State Contract Award Notices - Commodities

Motor Oil, Hydraulic Oil, and Diesel Exhaust Fluid (Statewide)	
Award Document	**Contract Period:** May 03, 2021 - April 19, 2026
Contract Updates	**Group:** 05700 **Award:** 23204-RA, SW (Replaces 23012-RA, SW)
Pricing Information	**Use of Contracts:** All State Agencies and Political Subdivisions
FAQ	**Contact Person:** Jennifer Prusinowski **Telephone:** (518) 473-3421
Customer Service	**Contract Issued:** **May 03, 2021** Contract Updated: None

Description:

Lot 1: Motor crankcase oil for use in internal combustion engines of both the spark-ignition and the compression-ignition types. All awards for Lot 1 contain re-refined content of at least 55% and meet the Executive Order 4 specification for Lubricating Oil, High Detergent.

Lot 2: High-performance hydraulic oil for various equipment including but not limited to snow plowing & material spreader systems, hoisting systems, front-end loaders, aerial devices, excavators, and various other construction devices. All awards for Lot 2 contain re-refined content of at least 55% and meet the Executive Order 4 specification for Hydraulic Oil, High Detergent.

Lot 3: Diesel Exhaust Fluid used to assist in the breakdown of NOx into harmless gases.

This award includes 0% MBE, 30% WBE and 6% SDVOB goal requirements.

Install Free Adobe Acrobat Reader for PDF Documents

The above PDF files are available in text by calling Customer Services at (518) 474-6717.

Attachment: SUPERIOR (RES-2021-541 : Authorize Supervisor to Sign Contracts to Piggyback -Superior Lubricants #2712)

NEW YORK STATE OF OPPORTUNITY. | Office of General Services
Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | https://ogs.ny.gov/procurement | customer.services@ogs.ny.gov | 518-474-6717

Contractor Information Summary

Updated: May 03, 2021

Group 05700 - MOTOR OIL, HYDRAULIC OIL, AND DIESEL EXHAUST FLUID (STATEWIDE)

Award Number: 23204-RA, SW **Contract Period** *May 03, 2021 – April 19, 2026*

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION		CONTRACT SPECIFICS
PC69328	**Reladyne Northeast LLC** 35 Drexel Drive Bay Shore, NY 11706 **Federal ID:** 30-0882478 **NYS Vendor ID:** 1100167406	Jaclyn M. Henry Contract Account Manager (631) 234-8900 contractorders@reladyne.com **Emergency Contact** Jay Birnbaum General Manager (631) 234-8900 (516) 551-0876 Jay.birnbaum@reladyne.com	**Pricing Information** **Accepts Procuremer Card for orders up t $50,000**
PC69329	**Superior Lubricants Co., Inc.** 32 Ward Rd North Tonawanda, NY 14120 **Federal ID:** 16-1446244 **NYS Vendor ID:** 100008206	Kristen Hollander Client Services Mgr (716) 260-1742 (800) 638-1887 kthollander@superiorlubricants.com **Emergency Contact** Jerry Gravel (800) 638-1887 X211 glgravel@superiorlubricants.com	**Pricing Information** **Accepts Procuremer Card for orders up t $50,000**

HISTORICAL PRICING

DATE	PRICING
May 03, 2021	https://online.ogs.ny.gov/purchase/spg/pdfdocs/0570023204Pricing_050321.pdf

Attachment: SUPERIOR (RES-2021-541 : Authorize Supervisor to Sign Contracts to Piggyback -Superior Lubricants #2712)

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 23404 **RESOLUTION 2021-542** **ADOPTED**

Authorize Supervisor to Sign Contract with NYSDEC for a Recycling Coordinator Grant - CRS # 2718

WHEREAS, to authorize the Supervisor to sign a contract with the New York State Department of Environmental Conservation to receive grant funds to prepare for pandemics, pricing and preservation recycling in the Town of Amherst 2021, CRS# 2718, Contract number DEC01-T01087GG-3350000, and

WHEREAS, the grant funds are $40,664.18 and the matching funds are $40,664.18 totaling $81,328.36. This includes salary, promotions and education.

NOW THEREFORE BE IT RESOLVED, that the Amherst Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS#2718) and the approval of the Town Attorney.

6/21/2021
Consent

FINANCIAL IMPACT:

TBD - $40,664.18 GRANT

TBD - $40,664.18 MATCH

TOTAL - $81,328.36

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

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): Department of Environmental Conservation 625 Broadway Albany, NY 12233-1080	BUSINESS UNIT/DEPT. ID: DEC01 CONTRACT NUMBER: DEC01-T01087GG-3350000 CONTRACT TYPE: ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☒ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: AMHERST TOWN OF	TRANSACTION TYPE: ☒ New ☐ Renewal ☐ Amendment
CONTRACTOR DOS INCORPORATED NAME: Amherst, Town of	PROJECT NAME: Pandemics, Pricing, and Preservation- Recycling in 2021
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):
CONTRACTOR PRIMARY MAILING ADDRESS: 5583 MAIN ST WILLIAMSVILLE, NY 14221 CONTRACTOR PAYMENT ADDRESS: ☒ Check if same as primary mailing address CONTRACT MAILING ADDRESS: ☒ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality, Code: ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption State/Code: ☐ Sectarian Entity

Attachment: RECYCLIMG MASTER GRANT (RES-2021-542 : Authorize Supervisor to Sign Contract with NYSDEC for a Recycling Coordinator

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:	CONTRACT FUNDING AMOUNT
From: 01/01/2021 To: 12/31/2021	(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):
CURRENT CONTRACT PERIOD:	CURRENT: $40,664.18
From: 01/01/2021 To: 12/31/2021	AMENDED:
AMENDED TERM:	FUNDING SOURCE(S)
From: To:	☒ State
AMENDED PERIOD:	☐ Federal
From: To:	☐ 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: RECYCLIMG MASTER GRANT (RES-2021-542 : Authorize Supervisor to Sign Contract with NYSDEC for a Recycling Coordinator

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A:

- [X] A-1 Program Specific Terms and Conditions
- [ ] A-2 Federally Funded Grants

Attachment B:

- [X] B-1 Expenditure Based Budget
- [ ] B-2 Performance Based Budget
- [ ] 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: RECYCLIMG MASTER GRANT (RES-2021-542 : Authorize Supervisor to Sign Contract with NYSDEC for a Recycling Coordinator

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:
Department of Environmental Conservation

_____

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: # DEC01-T01087GG-3350000

Attachment: RECYCLIMG MASTER GRANT (RES-2021-542 : Authorize Supervisor to Sign Contract with NYSDEC for a Recycling Coordinator

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

SUMMARY

PROJECT NAME: Pandemics, Pricing, and Preservation- Recycling in 2021

CONTRACTOR SFS PAYEE NAME: AMHERST TOWN OF

CONTRACT PERIOD: From: 01/01/2021

To: 12/31/2021

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	$25,341.01	$25,341.01	100 %	$0.00	$50,682.0
b) Fringe	$12,823.17	$12,823.17	100 %	$0.00	$25,646.3
Subtotal	$38,164.18	$38,164.18	100 %	$0.00	$76,328.3
2. Non Personal Services					
a) Contractual Services	$0.00	$0.00	0 %	$0.00	$0.0
b) Travel	$0.00	$0.00	0 %	$0.00	$0.0
c) Equipment	$0.00	$0.00	0 %	$0.00	$0.0
d) Space/Property & Utilities	$0.00	$0.00	0 %	$0.00	$0.0
e) Operating Expenses	$0.00	$0.00	0 %	$0.00	$0.0
f) Other	$2,500.00	$2,500.00	100 %	$0.00	$5,000.0
Subtotal	$2,500.00	$2,500.00	100 %	$0.00	$5,000.0
TOTAL	$40,664.18	$40,664.18	100 %	$0.00	$81,328.3

Contract Number: # DEC01-T01087GG-3350000

Attachment: RECYCLIMG MASTER GRANT (RES-2021-542 : Authorize Supervisor to Sign Contract with NYSDEC for a Recycling Coordinator

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

PERSONAL SERVICES DETAIL

SALARY					
POSITION TITLE	**ANNUALIZED SALARY PER POSITION**	**STANDARD WORK WEEK (HOURS)**	**PERCENT OF EFFORT FUNDED**	**NUMBER OF MONTHS FUNDED**	**TOTAL**
Recycling Coordinator- Senior Refuse Control Officer	$67,576.03	42.5	75	12	$50,682.0
				Subtotal	$50,682.0
TOTAL FRINGE					
					$25,646.3
				PERSONAL SERVICES TOTAL	$76,328.3

Attachment: RECYCLIMG MASTER GRANT (RES-2021-542 : Authorize Supervisor to Sign Contract with NYSDEC for a Recycling Coordinator

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
N/A	$0.0(
TOTAL	$0.00

Attachment: RECYCLIMG MASTER GRANT (RES-2021-542 : Authorize Supervisor to Sign Contract with NYSDEC for a Recycling Coordinator

OTHER - TYPE/DESCRIPTION	TOTAL
Food Scrap Recycling Awareness Materials	$4,000.00
Promotional Event Station	$1,000.00
TOTAL	$5,000.00

Attachment: RECYCLIMG MASTER GRANT (RES-2021-542 : Authorize Supervisor to Sign Contract with NYSDEC for a Recycling Coordinator

ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME: Pandemics, Pricing, and Preservation- Recycling in 2021

CONTRACTOR SFS PAYEE NAME: AMHERST TOWN OF

CONTRACT PERIOD: From: 01/01/2021

To: 12/31/2021

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes.

Obviously 2020 and COVID-19 threw everyone off track in regards to recycling and the environment; the plastic bag ban was postponed for a while, recycling numbers went down, and values decreased furthermore. For 2021, the Town of Amherst plans on continuing to promote "Clean" recycling, while also highlighting again our food scrap organics program, which we recently advanced by way of a DEC permit to compost our own material. We plan on offering the completed product to any and all Town residents for their use in their home gardens and landscape. We will be the first community in the WNY area to do this with our food scraps, further driving our goal of being the most environmentally progressive community in the area.

EDUCATION- A key component, we plan on speaking to local community groups and neighborhood clubs and faith groups about the new food scraps recycling program, what they can do to help improve participation, and how this helps not only the Town, but the entire planet by reducing tonnage destined for landfill. We will work on partnering with interested groups to keep the dialogue open so that as many people are kept up to date on the program and its performance. We plan on using printed info sheets and promotional materials to help stay "top of mind" and relevant.

OUTREACH- We plan on being the first municipality in the WNY area to offer residents an alternative to landfilling their food waste. Once we enough participation, residents will have available to them, a healthy stock of fresh compost to use on their gardens and landscapes.

PROMOTIONAL- The Town of Amherst will be using promotional materials extensively in this campaign. We will be printing up flyers and informational sheets to hand out at any public speaking engagements or community meetings. We will be using conventional and social media to help get the message out to the public about responsible, clean recycling. We would like to use radio, TV, Facebook, and any other methods to help us with this.

END GOAL- Our end goal is to promote food scrap recycling and education, with the end result being a reduction in material brought to landfill.

Attachment: RECYCLIMG MASTER GRANT (RES-2021-542 : Authorize Supervisor to Sign Contract with NYSDEC for a Recycling Coordinator

ATTACHMENT C - WORK PLAN

DETAIL

Objective	
1	Implementation or Improvement of the local recycling program. - Take steps to increase the amount of recyclable materials collected in the Planning Unit.
Tasks	
1.1	Employ Recycling Coordinator - Employ Recycling Coordinator
	Performance Measures
1.1.1	Maintain employee records and provide to DEC - i. Pay salary/fringe benefits of Recycling. Coordinator ii. Maintain payroll records iii. Provide progress reports to DEC
Tasks	
1.2	Implement Recycling Public Education - Implement Recycling Public Education
	Performance Measures
1.2.1	Number of strategies implemented to promote recycling. - i. Number of strategies implemented to promote recycling.
Tasks	
1.3	Obtain grant payment - Obtain grant payment
	Performance Measures
1.3.1	Complete and submit a Reimbursement request - i. Schedule of Purchases / Invoices ii. Canceled Checks/Wired Receipts iii. Certificate of Completion iv. Completed State Aid Voucher

Attachment: RECYCLIMG MASTER GRANT (RES-2021-542 : Authorize Supervisor to Sign Contract with NYSDEC for a Recycling Coordinator

Attachment: RECYCLIMG MASTER GRANT (RES-2021-542 : Authorize Supervisor to Sign Contract with NYSDEC for a Recycling Coordinator

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.

B. Interim and/or Final Claims for Reimbursement

Claiming Frequency: Quarterly Reimbursement
Number of Days/Claims: 30

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	

Attachment: RECYCLIMG MASTER GRANT (RES-2021-542 : Authorize Supervisor to Sign Contract with NYSDEC for a Recycling Coordinator

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 60 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.

[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.

Attachment: RECYCLIMG MASTER GRANT (RES-2021-542 : Authorize Supervisor to Sign Contract with NYSDEC for a Recycling Coordinator

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 ___ 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 ___. The agency shall complete its audit and notify vendor of the results no later than ___. The Contractor shall submit the report not later than ___ 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: RECYCLIMG MASTER GRANT (RES-2021-542 : Authorize Supervisor to Sign Contract with NYSDEC for a Recycling Coordinator

TABLE 1 - REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED		Due Date
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

Attachment: RECYCLIMG MASTER GRANT (RES-2021-542 : Authorize Supervisor to Sign Contract with NYSDEC for a Recycling Coordinator

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 23386 **RESOLUTION 2021-543** **ADOPTED**

Laborer - PT/Building

Laborer - PT/Building, Effective June 22, 2021, Temporary, $16.82 ph, Step 5 for Richard Andrews.

6/21/2021
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: 06/21/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 23374 **RESOLUTION 2021-544** **ADOPTED**

Building and Zoning Clerk/Building

Please appoint a Building and Zoning Clerk to the Building Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective June 28, 2021, at an annual salary of $38,745, Grade 8, Step A for William Prenevau III.

6/21/2021
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: 06/21/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 23392 **RESOLUTION 2021-545** **ADOPTED**

Project Manager/Engineering Department

Please appoint a Project Manager to the Engineering Department. Provisional, pending satisfactory completion of a Civil Service Examination, at an annual salary of $72,514, Grade 18, Step, Step E, effective July 19, 2021 for Jessica Boudreau.

Contingent upon completing all pre-employment requirements.

Replacing an employee who was promoted to Assistant Municipal Engineer.

6/21/2021
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: 06/21/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 23387 **RESOLUTION 2021-546** **ADOPTED**

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 22, 2021 at an annual salary of $72,514, Grade 17, Step F for Krista Halt.

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

6/21/2021
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: 06/21/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 23388 **RESOLUTION 2021-547** **ADOPTED**

Network Coordinator/Office of Information Technology

Please appoint a Network Coordinator to the Office of Information Technology. Provisional, pending satisfactory completion of a Civil Service Examination, at an annual salary of $55,336, Grade 14, Step C, effective June 22, 2021 for Edward Hurrell, Jr.

This is a promotion for an employee currently serving as a Computer Support Technician.

6/21/2021
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: 06/21/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 23389 **RESOLUTION 2021-548** **ADOPTED**

Technical Support Services Specialist/Office of Information Technology

Please appoint a Technical Support Services Specialist to the Office of Information Technology. Provisional, pending satisfactory completion of a Civil Service Examination, at an annual salary of $51,535, Grade 15, Step A, effective June 22, 2021 for Timothy Ray.

This is a promotion for an employee currently serving as a Computer Support Technician.

6/21/2021
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: 06/21/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 23408 **RESOLUTION 2021-549** **ADOPTED**

Assistant Food Service Manager/Senior Services

Please create and appoint an Assistant Food Service Manager to the Senior Services Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective June 22, 2021, at an annual salary of $39,976, Grade 9, Step A for Jamie Sullivan.

This is a promotion for an employee currently serving as a Cook.

6/21/2021
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: 06/21/21 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 23395 **RESOLUTION 2021-550** **ADOPTED**

Request to Schedule a Public Hearing

Please schedule a public hearing on the Town of Amherst Agriculture and Farmland Protection Plan at the July 26, 2021 Town Board meeting.

6/21/2021
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 Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 23406 **RESOLUTION 2021-551** **ADOPTED**

To Authorize the Supervisor to Sign the Amended and Restated Angela's House - Intercreditor Agreement CRS #2713

WHEREAS, the Town of Cheektowaga is a recipient of HUD HOME Investment Partnerships Program (HOME) funds as part of the Amherst-Cheektowaga-Tonawanda HOME Consortium; and

WHEREAS, the 5-year Consolidated Plan for the Amherst-Cheektowaga-Tonawanda HOME Consortium includes a program goal to support the creation of new affordable senior/disabled rental housing; and

WHEREAS, the Town of Amherst approved the execution of the Angela's House HOME Loan Agreement on April 19, 2021 for Cheektowaga's HOME funding assistance to Angela's House, a 67-unit affordable senior/disabled rental housing complex to be converted at 600 Doat Street, Cheektowaga NY 14211 (Villa Maria Campus); and

WHEREAS, the Town of Cheektowaga, has amended and restated the Intercreditor Agreement, which is Exhibit S to the Angela's House HOME Loan Agreement; now therefore, be it

RESOLVED, that the Town Board of the Town of Amherst authorizes the Supervisor, subject to the satisfactory completion of the contract routing process, to execute the amended and restated Angela's House Intercreditor Agreement with Evans Bank N.A., New York State Homeless Housing and Assistance Corporation, and the Town of Cheektowaga, as the Lead Agency of the Amherst-Cheektowaga-Tonawanda HOME Consortium.

6/21/2021
Consent

FINANCIAL IMPACT:

The amended and restated Intercreditor Agreement will not change the original Angela's House HOME Loan Agreement Amount provided to the project by the FY 2020 Cheektowaga HOME Budget ($300,000; N20-48; CRS# 2553).

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, A Planning Directo
Ellen M. Kost, AIC Assistant Planning Di

June 21, 2021

Agenda of June 21, 2021

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

Subject: Authorize the Supervisor to sign the amended and restated Angela's House – Intercreditor Agreement

Honorable Board Members:

Amherst Community Development is requesting the Supervisor to execute the amended and restated Intercreditor Agreement for the Angela's House HOME Loan Agreement together with the Town of Cheektowaga. This amended version of the Intercreditor Agreement replaces Exhibit S of the original Angela's House HOME Loan Agreement.

The Angela's House HOME Loan Agreement was approved by the Town Board on April 19th, 2021 (Resolution 2021-374) and provides $300,000 in HUD HOME Investment Partnerships Program (HOME) funds to develop/rehab 67 affordable rental units on Villa Maria Campus as senior/disabled housing. The Project is located at 600 Doat Street in Cheektowaga, NY 14211.

Please authorize the Supervisor to execute the amended and restate Angela's House – Intercreditor Agreement, pending successful contract routing. Thank you for your assistance with this matter.

Very truly yours,

Ellen M. Kost, AICP
Assistant Planning Director

Enc.

X:\Community Development\New Structure\ACT CONSORTIUM\Cheektowaga HOME Subsidy\TB Letter - Intercreditor Agmt 6.21.21.docx

Attachment: angela-letter-06162021094601 (RES-2021-551 : Amended & Restated Angela's House Intercreditor Agreement)

Record and Return to:
Schop, Powell & Associates
5900 Main Street
Williamsville, NY 14221
(Box 389)

AMENDED AND RESTATED INTERCREDITOR AGREEMENT

THIS AMENDED AND RESTATED INTERCREDITOR AGREEMENT ("Agreement") is made the ____ day of May, 2021, by, between **EVANS BANK, N.A.,** having its principal office at 6460 Main Street, Williamsville, New York 14221 (the "Bank"), **NEW YORK STATE HOMELESS HOUSING AND ASSISTANCE CORPORATION,** having its principal office at 40 North Pearl Street, Albany, New York 12243 ("HHAC"), and **AMHERST-CHEEKTOWAGA-TONAWANDA HOME CONSORTIUM,** with principal offices at 3301 Broadway Street, Cheektowaga, New York 14227 and 5583 Main Street, Williamsville, New York 14221 ("Consortium") and is intended to supersede and replace in its entirety that certain Intercreditor Agreement made by Bank and HHAC dated March 31, 2021 and recorded in the Office of the Erie County Clerk (the "Land Records") on April 7, 2021 in Liber 11377 of Deeds at Page 8972. For purposes of this Agreement, Bank, HHAC and Consortium may be collectively referred to as the "Parties."

WHEREAS, ANGELA'S HOUSE LLC, a limited liability company organized under the laws of the State of New York with its principal office at 221-10 Jamaica Avenue LLI, Queens Village, New York 11428 (the "Borrower"), and **ANGELA'S HOUSE HOUSING DEVELOPMENT FUND CORPORATION,** a not-for-profit corporation organized under the laws of the State of New York with its principal office at 525 Washington Street, Buffalo, New York 14203(the "Mortgagor"), are lessees of certain improved real property, being a wing of a building that is approximately 75,614 square feet and part of the Villa Maria College campus facility located at 600 Goat Street in the Town of Cheektowaga, County of Erie and State of New York (the "Leasehold Premises") pursuant to the terms and conditions of that certain Amended and Restated Ground Lease Agreement dated March 31, 2021 (the "Ground Lease") made by Borrower, Mortgagor and **FELICIAN SISTERS OF NORTH AMERICA REAL ESTATE TRUST,** a not-for-profit trust established under the laws of the Commonwealth of Pennsylvania, a memorandum of which Ground Lease was recorded in the Land Records on April 7, 2021 in Liber 11377 of Deeds at Page 8927 ; and

WHEREAS, pursuant to the terms and conditions of the Ground Lease the Borrower and Mortgagor may encumber their leasehold interest in the Leasehold Premises, which Leasehold Premises and the improvements located thereon are more fully described in Schedule A attached hereto and made a part hereof; and

WHEREAS, Borrower intends to redevelop the Leasehold Premises as sixty-seven (67) apartment units to be leased (i) as affordable housing for seniors who are age fifty-five (55) or older with approximately thirty percent (30%) thereof to be leased to the local special needs population of homeless, frail elderly seniors, and (ii) to households with impaired mobility or vision issues (the "Project"); and

WHEREAS, in order to undertake and complete the Project the Borrower and Bank have executed and delivered a Building Loan Agreement dated March 31, 2021 that was filed in the Land Records"- on April 7, 2021 as Instrument No. Q335-9143, and the Borrower has also executed and delivered its Building Loan Note in the original principal amount of $12,100,000.00 whereby and whereunder Bank will provide a loan to Borrower (the "Bank Loan"), which Bank Loan is secured or evidenced by a Leasehold Mortgage, Assignment of Rents and Security Agreement in the original principal amount of $12,100,000.00 and interest made by Borrower and Mortgagor in favor of Bank dated March 31, 2021 and recorded in the Land Records on April 7, 2021 in Liber 13988 of Mortgages at Page 9760 and a General Assignment of Leases and Rents made by Borrower and Mortgagor in favor of Bank dated March 31, 2021 and recorded in the Land Records on April 7, 2021 in Liber 13988 of Mortgages at Page 9776 and in Liber 11377 of Deeds at Page 8966, each encumbering the Leasehold Premises, as well as such other loan documents executed by Borrower related to the foregoing (said Building Loan Agreement, Building Loan Note, Mortgage, Assignment of Rents and Security Agreement, General Assignment of Leases and Rents and such other loan documents may be collectively the "Bank Loan Documents"); and

WHEREAS, HHAC, in order to undertake and complete the Project, has agreed to provide financial assistance to Borrower and Mortgagor pursuant to the Homeless Housing and Assistance Program ("HHAP")

Attachment: Intercreditor Agreement (RES-2021-551 : Amended & Restated Angela's House Intercreditor Agreement)

established by Sections 41 to 44 of the New York Social Services Law ("HHAC Loan"); and

WHEREAS, Section 45-c of the Private Housing Finance Law established HHAC to administer the HHAP; and

WHEREAS, in connection with said HHAC Loan, the Borrower and the Mortgagor have executed and delivered a Building Loan Agreement dated March 31, 2021 that was filed in the Land Records on April 7, 2021 as Instrument No. Q335-9165, and the Borrower and Mortgagor have executed and delivered their Building Loan Note in the principal amount of $3,626,030.00 to HHAC and their Project Loan Note in the principal amount of $66,000.00 to HHAC, which HHAC Loan is secured or evidenced by a Building Loan Leasehold Mortgage in the original principal amount of $3,626,030.00 and interest dated March 31, 2021 and recorded in the Land Records on April 7, 2021 in Liber 13988 of Mortgages at Page 9782 and a Project Loan Leasehold Mortgage in the original principal amount of $66,000.00 and interest and recorded in the Land Records on April 7, 2021 in Liber 13988 of Mortgages at Page 9796 each encumbering the Leasehold Premises,as well as a Final Loan Agreement and such other loan documents executed by Borrower and Mortgagor related to the foregoing (said Building Loan Agreement, Building Loan Note, Project Loan Note, Building Loan Leasehold Mortgage, Project Loan Leasehold Mortgage, Final Loan Agreement and such other loan documents may be collectively the "HHAC Loan Documents"); and

WHEREAS, in order to undertake and complete the Project the Consortium has agreed to provide financial assistance to Borrower and Mortgagor (the "Consortium Loan") using part of the proceeds of an Entitlement HOME Investment Partnership Grant (the "Grant") received by Consortium from the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, the rules and regulations promulgated by HUD which govern the Grant encourage the creation of and improved access to quality affordable housing opportunities for low and moderate income persons; and

WHEREAS, in connection with the Consortium Loan, the Consortium and the Borrower have executed and delivered a Building Loan Contract that is to be filed in the Land Records, and the Borrower has executed and delivered its Promissory Note in the original principal amount of $300,000.00 to Consortium, which Consortium Loan is secured or evidenced by a Leasehold Mortgage/Mortgage and Security Instrument executed by Borrower and Mortgagor encumbering the Leasehold Premises that is to be recorded in the Land Records as well as a Loan Agreement and such other loan documents executed by Borrower and Mortgagor related to the foregoing (said Building Loan Contract, Promissory Note, Leasehold Mortgage/Mortgage and Security Instrument, Loan Agreement and such other loan documents may be collectively the "Consortium Loan Documents"); and

WHEREAS, the Parties desire to set forth their agreement as to the respective lien priority of the Bank Loan Documents, the HHAC Loan Documents and the Consortium Loan Documents, certain procedures in the event of a default under the terms and conditions of the Bank Loan Documents, the HHAC Loan Documents and the Consortium Loan Documents, notices to the Bank, HHAC and/or the Consortium, and such other matters that Bank, HHAC and Consortium desire to address in connection with the Bank Loan Documents, the HHAC Loan Documents and the Consortium Loan Documents;

NOW THEREFORE, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Consent to Encumber Leasehold Premises.

The Parties agree that notwithstanding anything to the contrary set forth in the Bank Loan Documents, the HHAC Loan Documents or the Consortium Loan Documents:

A. Bank may file its Building Loan Agreement and record its Leasehold Mortgage, Assignment of Rents and Security Agreement and a General Assignment of Leases and Rents to encumber the Leasehold Premises;

Attachment: Intercreditor Agreement (RES-2021-551 : Amended & Restated Angela's House Intercreditor Agreement)

B. HHAC may file its Building Loan Agreement and record its Building Loan Leasehold Mortgage and its Project Loan Leasehold Mortgage to encumber the Leasehold Premises; and

C. Consortium may file its Building Loan Contract and record its Leasehold Mortgage/Mortgage and Security Instrument to encumber the Leasehold Premises.

HHAC and Consortium further hereby acknowledge and agree that filing and recordation of the Bank Loan Documents identified above will not be an event of default under the HHAC Loan Documents or the Consortium Loan Documents.

Bank and Consortium further hereby acknowledge and agree that filing and recordation of the HHAC Loan Documents identified above will not be an event of default under the Bank Loan Documents or the Consortium Loan Documents.

Bank and HHAC further hereby acknowledge and agree that filing and recordation of the Consortium Loan Documents identified above will not be an event of default under the Bank Loan Documents or the HHAC Loan Documents.

2. Acknowledgement of Lien Priorities.

The Parties agree that notwithstanding anything to the contrary set forth in the Bank Loan Documents, the HHAC Loan Documents or the Consortium Loan Documents, and further notwithstanding the order of filing or recording of the Bank Loan Documents, the HHAC Loan Documents or the Consortium Loan Documents:

A. The liens against the Leasehold Premises created by filing or recording of the Bank Loan Documents, and the liens against the Leasehold Premises created by filing or recording of the HHAC Loan Documents, shall be co-equal first priority liens against the Leasehold Premises for the benefit of Bank and HHAC.

B. The liens against the Leasehold Premises created by filing or recording of the Consortium Loan Documents, and any further modification, amendment or restatement thereof, are, shall be, and is hereby made junior and subordinate in each and every respect to the liens against the Leasehold Premises created by the filing or recording of the Bank Loan Documents and the HHAC Loan Documents, which subordination shall remain effective for so long as the indebtedness evidenced by the Bank Loan Documents and the HHAC Loan Documents remains outstanding and unpaid.

C. In the event of a taking of all or part of the Leasehold Premises by condemnation, eminent domain or similar process, or a casualty or any other loss or damage to the Project, the interests of Bank and HHAC in such insurance or condemnation proceeds shall have priority over the interest of Consortium in such insurance or condemnation proceeds, to the extent of all principal, accrued and unpaid interest and other amounts due to Bank and HHAC by Borrower and/or Mortgagor in connection with the Bank Loan Documents and the HHAC Loan Documents.

3. Default Under Bank Loan Documents, HHAC Loan Documents or Consortium Loan Documents.

The Parties agree that notwithstanding anything to the contrary set forth in the Bank Loan Documents, the HHAC Loan Documents or the Consortium Loan Documents:

A. Bank, upon delivery of written notice to Borrower or Mortgagor of the existence of either a monetary or non-monetary event of default under the Bank Loan Documents, shall not later than twenty (20) days following delivery of such written notice to Borrower or Mortgagor, also send written notice to HHAC and Consortium of the occurrence of such event of default (unless such default has been subsequently waived by Bank on or before that time) by certified mail, return receipt requested, specifying the nature of such default in reasonable detail. Bank hereby further agrees for the benefit of HHAC and Consortium that, notwithstanding the

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existence of said event of default under the Bank Loan Documents, Bank shall not take any enforcement action against Borrower or Mortgagor or the Leasehold Premises under the Bank Loan Documents or other legal authority until it provides HHAC and Consortium with prior written notice of Bank's intent to take such enforcement action in compliance with the requirements of this Section 3.

B. HHAC, upon delivery of written notice to Borrower or Mortgagor of the existence of either a monetary or non-monetary event of default under the HHAC Loan Documents, shall, not later than twenty (20) days following delivery of such written notice to Borrower or Mortgagor, also send written notice to Bank and Consortium of the occurrence of such event of default (unless such default has been subsequently waived by HHAC on or before that time) by certified mail, return receipt requested, specifying the nature of such default in reasonable detail. HHAC hereby further agrees for the benefit of Bank and Consortium that, notwithstanding the existence of said event of default under the HHAC Loan Documents, HHAC shall not take any enforcement action against Borrower or Mortgagor or the Leasehold Premises under the HHAC Loan Documents or other legal authority until it provides Bank and Consortium with prior written notice of HHAC's intent to take such enforcement action in compliance with the requirements of this Section 3.

C. Consortium, upon delivery of written notice to Borrower or Mortgagor of the existence of ither a monetary or non-monetary event of default under the Consortium Loan Documents, shall, not later than twenty (20) days following delivery of such written notice to Borrower or Mortgagor, also send written notice to Bank and HHAC of the occurrence of such event of default (unless such default has been subsequently waived by Consortium on or before that time) by certified mail, return receipt requested, specifying the nature of such default in reasonable detail. Consortium hereby further agrees for the benefit of Bank and HHAC that, notwithstanding the existence of said event of default under the Consortium Loan Documents and for so long as the Bank Loan is outstanding an unpaid, Consortium shall not take any enforcement action against Borrower or Mortgagor or the Leasehold Premises under the Consortium Loan Documents or other legal authority until Bank delivers written notice to Consortium that Consortium's may take such enforcement action.

D. Bank, for a period of sixty (60) days following delivery of written notice to Borrower or Mortgagor of the existence of an event of default under the Bank Loan Documents (the "Bank Standstill Period"), agrees for the benefit of HHAC and Consortium that it shall not take any enforcement action against Borrower or Mortgagor or the Leasehold Premises with respect to the Bank Loan or under the terms and conditions of any of the Bank Loan Documents or any other legal authority without prior written notice to HHAC and Consortium of Bank's intent to take such enforcement action. During the Bank Standstill Period (a) HHAC and Consortium, individually or jointly, at their discretion, shall have the right but not the obligation to cure the default existing under the terms and conditions of the Bank Loan Documents (the "Cure"), and (b) HHAC may remove the Borrower and/or the Mortgagor as operators of the Leasehold Premises and substitute the Borrower and/or the Mortgagor with another entity by voluntary or compulsory means (a "Substitution"); provided, that any such substitute entity must be acceptable to Bank from a credit perspective and otherwise in its sole and absolute discretion; and provided further, that at the time of such Substitution any such substitute entity or the HHAC and/or the Consortium shall pay to Bank, at the time of such Substitution, all past due and outstanding amounts under or with respect to the Bank Loan, and one (1) of the following shall have occurred at the time of such Substitution:

(i) such substitute entity shall have assumed in writing all obligations due Bank under the Bank Loan Documents from and after the date of such Substitution on such terms as are acceptable to the Bank; or

(ii) HHAC and/or Consortium shall have agreed in writing to continue to pay, all principal and interest, and all fees, costs, expenses and other amounts as and when due under the Bank Loan Documents from time to time pursuant to the terms thereof until the Bank Loan is finally paid in full; or

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(iii) HHAC and/or Consortium shall have prepaid in full all outstanding principal, all accrued and unpaid interest, and all fees, costs, expenses and other amounts due and owing under the Bank Loan Documents.

Should HHAC or Consortium by written notice to Bank confirm that neither HHAC nor Consortium have determined to exercise the Cure right provided for in this Section 3 on or before the expiration of the Bank Standstill Period then Bank may proceed to take any and all enforcement actions with respect to the Borrower or the Mortgagor or the Leasehold Premises and to otherwise exercise all of its rights and remedies under the Bank Loan Documents or otherwise. Notwithstanding anything to the contrary hereinabove set forth, Bank will not be precluded from taking any action during the Bank Standstill Period that it deems reasonably necessary at any time to protect and preserve Bank's liens encumbering the Leasehold Premises and other collateral pledged or granted by Borrower and/or Mortgagor for the Bank Loan, and/or the priority of such liens and security interests, to protect and preserve the Leasehold Premises in the event that Bank concludes in its reasonable discretion that such liens and security interests encumbering the Leasehold Premises or such other collateral is in jeopardy of being lost or the first priority thereof interfered with, or the Leasehold Premises or other such collateral is in imminent danger of material physical harm, including initiation of a foreclosure action by Bank with respect to the Leasehold Premises.

E. Should HHAC or Consortium by written notice to Bank confirm the decision by HHAC or Consortium to exercise the Cure rights provided for in this Section 3 on or before the expiration of the Bank Standstill Period but HHAC, despite diligent and good faith efforts to find a substitute entity to replace Borrower and/or Mortgagor as operator of the Leasehold Premises, is simply unable to find said substitute entity, then Bank hereby agrees that it will continue to stay any enforcement action with respect to the Borrower or the Mortgagor or the Leasehold Premises (the "Extended Bank Standstill Period") so long as HHAC and/or Consortium makes, or causes to be made, any outstanding and unpaid and/or past due principal, interest or other amounts which remain unpaid under the Bank Loan, and HHAC and/or Consortium continue to make or pay, or cause to be made or to be paid, all principal and interest, and all fees, costs, expenses and other amounts as and when due under the Bank Loan from time to time pursuant to the terms of the Bank Loan Documents, the exact amount of principal and interest, and all fees, costs, expenses and other amounts to be determined by the Bank.

F. During the Extended Bank Standstill Period, HHAC shall continue to have and exercise the same Substitution rights as set forth in subsection D. of this Section 3.

G. If any time during the Extended Bank Standstill Period either HHAC or Consortium shall fail to make any payment or to pay any other amounts to Bank as and when due under the Bank Loan Documents then the Extended Bank Expiration Period shall immediately expire, unless otherwise extended in writing in the sole and absolute discretion of Bank, and Bank may then proceed to take any and all enforcement actions with respect to the Borrower or the Mortgagor or the Leasehold Premises or otherwise and to exercise all other rights and remedies with respect to the Bank Loan as provided for in the Bank Loan Documents.

H. For purposes this Agreement, the term "Extended Bank Standstill Period" means the period commencing on the date of expiration of the Bank Standstill Period and ending on that date which is the earlier to occur of:

(i) the date on which HHAC and/or Consortium fails to make, or to cause to be made, any payment of principal, interest or other amount as and when due under the Bank Loan Documents; or

(ii) the date on which HHAC threatens to take any enforcement or collection action against Borrower, Mortgagor or the Leasehold Premises (other than actions regarding Cure and Substitution as set forth above); or

(iii) commencement of any Insolvency Proceeding (as defined below) by or against Borrower and/or Mortgagor; or

Attachment: Intercreditor Agreement (RES-2021-551 : Amended & Restated Angela's House Intercreditor Agreement)

(iv) the maturity date of HHAC's Building Loan Note or Project Loan Note; or

(v) the maturity date of Consortium's Promissory Note; or

(vi) that date which is six (6) months prior to the date of the running of any applicable statute of limitations with respect to the Bank Loan.

For purposes of this Agreement, the term "Insolvency Proceeding" shall mean any proceeding, voluntary or involuntary, for the distribution, division or application of all or part of the assets of Borrower or Mortgagor or the proceeds thereof, whether any such proceeding is for the liquidation, dissolution or winding up of Borrower and/or Mortgagor or their respective businesses, a receivership, insolvency or bankruptcy proceeding, an assignment for the benefit of creditors or a proceeding by or against Borrower or Mortgagor for relief under any Bankruptcy Law or any other law relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangement, composition or extension or otherwise. Notwithstanding anything to the contrary hereinabove set forth, Bank will not be precluded during the Extended Bank Standstill Period from taking any action it deems reasonably necessary at any time to protect and preserve Bank's liens encumbering the Leasehold Premises and other collateral pledged or granted by Borrower and/or Mortgagor for the Bank Loan, and/or the priority of such liens and security interests, to protect and preserve the Leasehold Premises in the event that Bank concludes in its reasonable discretion that such liens and security interests encumbering the Leasehold Premises or such other collateral is in jeopardy of being lost or the first priority thereof interfered with, or the Leasehold Premises or other such collateral is in imminent danger of material physical harm, including initiation of a foreclosure action by Bank with respect to the Leasehold Premises.

I. HHAC, for a period of sixty (60) days following delivery of written notice to Borrower or Mortgagor of the existence of an event of default under the HHAC Loan Documents (the "HHAC Standstill Period"), agrees that it shall not take any enforcement action against Borrower or Mortgagor with respect to the HHAC Loan or under the terms and conditions of any of the HHAC Loan Documents or any other legal authority other than to exercise its rights of Substitution as described in Section 3(D) above, without prior written notice to Bank and Consortium of HHAC's intent to take such enforcement action. During the HHAC Standstill Period the Bank and/or Consortium shall individually or jointly, at their discretion, have the right but not the obligation to cure any monetary default existing under the terms and conditions of the HHAC Loan Documents (the "HHAC Cure").

Should Bank or Consortium by written notice to HHAC confirm that neither Bank nor Consortium have determined to exercise the HHAC Cure right provided for in this Section 3 on or before the expiration of the HHAC Standstill Period then HHAC may proceed to take any and all enforcement actions with respect to the Borrower or the Mortgagor or the Leasehold Premises and to otherwise exercise all of its rights and remedies under the HHAC Loan Documents or otherwise.

Alternatively, should Bank or Consortium by written notice to HHAC confirm the decision by Bank or Consortium to exercise the HHAC Cure rights provided for in this Section 3 on or before the expiration of the HHAC Standstill Period then HHAC hereby agrees for the benefit of Bank and Consortium that it will continue to stay any enforcement action with respect to the Leasehold Premises (the "Extended HHAC Standstill Period") so long as Bank and/or Consortium makes, or causes to be made, payment of any costs, fees, taxes or other liabilities that formed the basis for the event of default under the HHAC Loan Documents.

J. For purposes this Agreement, the term "Extended HHAC Standstill Period" means the period commencing on the date of expiration of the HHAC Standstill Period and ending on that date which is the earlier to occur of:

(i) the date on which Bank and/or Consortium fails to make, or to cause to be made, any payment as and when due under the HHAC Loan Documents; or

Attachment: Intercreditor Agreement (RES-2021-551 : Amended & Restated Angela's House Intercreditor Agreement)

(ii) the date on which Bank threatens to take any enforcement or collection action against Borrower, Mortgagor or the Leasehold Premises (other than actions regarding the HHAC Cure as set forth above); or

(iii) commencement of any Insolvency Proceeding by or against Borrower and/or Mortgagor; or

(iv) the maturity date of Bank's Building Loan Note; or

(v) the maturity date of Consortium's Promissory Note; or

(vi) that date which is six (6) months prior to the date of the running of any applicable statute of limitations with respect to the HHAC Loan.

K. Neither Bank nor HHAC nor Consortium shall be prejudiced in their respective rights to enforce the provision of this Agreement by any act or failure to act on the part of Borrower or Mortgagor.

L. Bank hereby covenants and agrees for the benefit of HHAC and Consortium that Bank shall not amend or modify any of the terms and conditions of the Bank Loan Documents in any manner that materially affects the rights of the HHAC as evidenced and secured by the HHAC Loan Documents or Consortium as evidenced and secured by the Consortium Loan Documents without HHAC's and Consortium's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned by HHAC or Consortium.

M. HHAC hereby covenants and agrees for the benefit of Bank and Consortium that HHAC shall not amend or modify any of the terms and conditions of the HHAC Loan Documents in any manner that materially affects the rights of the Bank as evidenced and secured by the Bank Loan Documents or Consortium as evidenced and secured by the Consortium Loan Documents without Bank's and Consortium's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned by Bank or Consortium.

N. Consortium hereby covenants and agrees for the benefit of Bank and HHAC that Consortium shall not amend or modify any of the terms and conditions of the Consortium Loan Documents without Bank's and HHAC's prior written consent.

4. Notices.

Each notice and other communication by Bank, HHAC and Consortium relating to this Agreement (i) shall be in writing, (ii) directed to Bank, HHAC or Consortium at the address listed below, and (iii) may be sent by mail or overnight courier service and be deemed to have been given when deposited in the mail, first-class or certified postage prepaid, or accepted by any post office or overnight courier service for delivery, and to have been received by Bank, HHAC or Consortium upon the earlier of (A) the actual receipt thereof, or (B) three (3) days after being so deposited or accepted.

If to Bank, to:
Evans Bank, N.A.
Attn: Commercial Loan Administration
6460 Main Street
Williamsville, New York 14221

If to HHAC, to:
Homeless Housing and Assistance Corporation
c/o Office of Temporary and Disability Assistance
40 North Pearl Street
Albany, New York 12243

If to Consortium, to:

Attachment: Intercreditor Agreement (RES-2021-551 : Amended & Restated Angela's House Intercreditor Agreement)

Amherst-Cheektowaga-Tonawanda HOME Consortium
Office of Community Development
3301 Broadway
Cheektowaga, New York 14227

5. Assignment.

Neither this Agreement nor any right, title or interest of the Parties may be assigned, transferred or conveyed without (i) the prior consent of all of the Parties, and (ii) an agreement by any such assignee that it shall be bound by the terms hereof to the same extent as binding upon any assignor.

6. Miscellaneous.

A. The Parties hereby agree to hereafter execute any and all further or other documents necessary to effectuate the terms and conditions of this Agreement.

B. The rights and remedies provided by to the Parties hereunder shall be deemed cumulative and not exclusive and are in addition to and not in derogation, substitution or limitation of any other rights and remedies provided by general law and equity. In no event shall Borrower or Mortgagor be deemed a third party beneficiary of any of the terms, covenants or conditions set forth in this Agreement.

C. This Agreement may not be changed or terminated orally, but only by an agreement in writing signed by all of the Parties.

D. The provisions of this Agreement are severable. If any clause or provision contained in this Agreement shall be finally found without appeal therefrom by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in the Agreement.

E. This Agreement contains all the terms and conditions agreed upon by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the Parties.

F. Disputes between the Parties involving this Agreement, including the breach or allege breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must be heard in a court of competent jurisdiction located in Erie County in the State of New York.

G. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(No further content this page)

Attachment: Intercreditor Agreement (RES-2021-551 : Amended & Restated Angela's House Intercreditor Agreement)

HHAC:
NEW YORK STATE HOMELESS HOUSING AND ASSISTANCE CORPORATION

By: _____
Name: Barbara Roff
Its: President

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

On the ___ day of May in the year 2021, before me, the undersigned, personally appeared Barbara Roff, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

_____
Notary Public

Attachment: Intercreditor Agreement (RES-2021-551 : Amended & Restated Angela's House Intercreditor Agreement)

CONSORTIUM:
AMHERST-CHEEKTOWAGA-TONAWANDA HOME CONSORTIUM
By: Town of Cheektowaga

By: _____
Name: Diane Benczkowski
Its: Town Supervisor

and

By: Town of Amherst

By: _____
Name: Brian J. Kulpa
Its: Town Supervisor

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

On the ___ day of May in the year 2021, before me, the undersigned, personally appeared Diane Benczkowski, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

_____
Notary Public

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

On the ___ day of May 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 the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

_____
Notary Public

Attachment: Intercreditor Agreement (RES-2021-551 : Amended & Restated Angela's House Intercreditor Agreement)

SCHEDULE A – LEGAL DESCRIPTION

600 Doat Street, Town of Cheektowaga
County of Erie, State of New York
SBL No.: 101.52-1-1

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Cheektowaga, County of Erie and State of New York, being part of Lot 33, Township 11, Range 7 of the Holland Land Company Survey (so-called), bounded and described as follows:

BEGINNING AT A POINT on the north line of Doat Street at its intersection with the west line of Lot 33, said west line of Lot 33 being also the west line of the Town of Cheektowaga and the east line of the City of Buffalo;

RUNNING THENCE: Northerly, along the west line of Lot 33 and the division line between the Town of Cheektowaga and the City of Buffalo, a distance of 667.48 feet to a point;

RUNNING THENCE: Easterly, at an interior angle of 90°-09'-00" with the last described line, a distance of 173.24 feet to a point;

RUNNING THENCE: Southerly, at an interior angle of 89°-49'-30" with the last described line, a distance of 345.81 feet to a point;

RUNNING THENCE: Easterly, at an interior angle of 270°-04'-49" with the last described line, a distance of 55.03 feet to a point;

RUNNING THENCE: Southerly, at right angles to the last described line, a distance of 82.92 feet to a point;

RUNNING THENCE: Westerly, at right angles to the last described line, a distance of 15.05 feet to a point;

RUNNING THENCE: Southerly, at right angles to the last described line, a distance of 45.46 feet to a point;

RUNNING THENCE: Westerly, at right angles to the last described line, a distance of 27.35 feet to a point;

RUNNING THENCE: Southerly, at an interior angle of 270°-50'-55" with the last described line, a distance of 57.55 feet to a point;

RUNNING THENCE: Easterly, at right angles to the last described line, a distance of 36.68 feet to a point;

RUNNING THENCE: Southerly, at right angles to the last described line, a distance of 173.49 feet to a point on the north line of Parcel No. 1 as shown on Map No. SK 219-14 for lands conveyed to the County of Erie for the reconstruction of Doat Street, C.R. No. 107 by deed recorded in the Erie County Clerk's Office in Liber 8039 of Deeds at Page 523;

RUNNING THENCE: Northwesterly, along the north line of Doat Street and along a non-tangent curve to the right having a radius of 1112.92 feet, a distance of 92.27 feet to a point of tangency;

RUNNING THENCE: Northwesterly, along the north line of Doat Street, a distance of 99.30 feet to an angle point;

RUNNING THENCE: Northwesterly, along the north line of Doat Street, at an interior angle of 170°-16'-55" with the last described line, a distance of 18.79 feet to an angle point;

RUNNING THENCE: Westerly, along the north line of Doat Street, at an interior angle of 201°-16-46" with the last described line, a distance of 19.47 feet to the POINT OR PLACE OF BEGINNING.

Attachment: Intercreditor Agreement (RES-2021-551 : Amended & Restated Angela's House Intercreditor Agreement)

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 23407 **RESOLUTION 2021-552** **ADOPTED**

To Authorize the Supervisor to Certify the Urgent Need for Community Development Block Grant COVID Funding (CDBG-CV) for Amherst Summer Camp Activities

WHEREAS, the Town received a special appropriation of funds from the 2020 Coronavirus Aid, Relief, and Economic Security (CARES) Act to the Community Development Block Grant program (CDBG-CV) to respond to the COVID-19 pandemic; and

WHEREAS, the Town has previously allocated $90,250 in CDBG-CV funds in the 2020 Annual Action Plan for Community Development for Amherst Youth and Recreation Department to support the operation of Amherst's summer camp program during the pandemic; and

WHEREAS, Amherst Youth and Recreation Department requested to utilize a portion of the allocated CDBG-CV funds to meet additional bussing requirements under the NYS Department of Health Guidance for Day Camps, and provide bonuses to hire additional seasonal camp counselor staffing needs; and

WHEREAS, these activities warrant certification as urgent needs, in accordance with 24 CFR 570.208(c) and community development staff has prepared the urgent need certification documentation; now therefore be it

RESOLVED, the Town Board of the Town of Amherst authorizes the Town Supervisor, to sign the Urgent Need Certification and Documentation for the Amherst Youth & Recreation Summer Camp Program - Counselor Hiring Bonuses & Additional Bussing Costs.

6/21/2021
Consent

FINANCIAL IMPACT:

The funds necessary to meet these additional costs are already budgeted in the FY 2020 (N20-58 4000) CDBG-CV budget. The resolution will, therefore, have no impact on the Town's current budget or tax rate.

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, Super
Daniel C. Howard, A
Planning Director
Ellen M. Kost, AIC
Assistant Planning Dir

June 15, 2021

Agenda of June 21, 2021

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

Subject: Authorize the Town Supervisor to Certify the Urgent Need for Community Development Block Grant COVID funding (CDBG-CV)

Honorable Board Members:

In order to utilize Community Development Block Grant funding for some COVID-related purposes, federal regulations require certain activities to be certified as an "urgent need" (24 CFR 570.208(c)). This is the case for the Youth and Recreation Department's request to utilize their 2020 CDBG-CV funding line for the payment of seasonal camp counselor hiring bonuses and additional bussing for the Town's 2021 summer camp season.

While funding for both of these activities is already budgeted and approved by the Town Board through the adoption of the 2020 Annual Action Plan for Community Development, the Town Supervisor must certify that these activities meet the criteria of an "urgent need". Attached for your review is the Urgent Need Certification and Documentation summary prepared by community development staff. Additional supporting documentation is also attached.

Please authorize the Town Supervisor to sign the "Urgent Need Certification and Documentation Summary for Amherst Youth and Recreation Summer Camp Program – Counselor Hiring Bonuses & Additional Bussing Costs", which certifies this classification of use per HUD rules.

Very truly yours,

Ellen M. Kost, AICP
Assistant Planning Director

X:\Community Development\New Structure\COVID-19\Urgent Need Certs\Youth & Rec Summercamp Bonuses\Urgent Need TB_Letter_2021.docx

Attachment: letter-urgent need-06162021094642 (RES-2021-552 : To Authorize the Supervisor to Certify Urgent Need for CDBG (CV) Funding)

Urgent Need Certification and Documentation

Project: Amherst Youth & Recreation Summer Camp Program – Counselor Hiring Bonuses & Additional Bussing Costs (05O-URG)

DESCRIPTION OF NEED **June 15, 2021**

The Town of Amherst's Youth and Recreation Department requests approximately $50,000± to entice prospective seasonal employees to apply for summer camp counselor positions in order to safely and effectively operate the Town's Summer Camp Program in accordance with the State's COVID Health and Safety Standards. In addition, the Town's Youth and Recreation Department also requests $11,500± to provide for expanded bussing for the Town's Summer Camp Program in order to meet the NYS's COVID Health and Safety Standards.

The State's COVID regulations have required the Town to reduce the counselor-to-camper ratios and create full time counselor positions in order to maintain insular camper groups for the duration of the summer, thereby limiting the spread of COVID and improving tracking of possible exposures. In addition, the State's COVID Requirements mandate additional busses are utilized to ensure social distancing requirements are met. While the Town's 2021 Youth and Recreation budget found ways to accommodate the increases in staff positions necessary to operate the Program's smaller groups, the Town did not foresee the increase costs in bussing, nor the need for hiring bonuses. With the enhanced unemployment benefits providing upwards of an additional $300/week and the Town's starting seasonal rate of approximately $12.50-15.00/hour, the Town has a severe lack of applicants at this time and is finding it hard to compete for job seekers. With one week before summer camp is set to begin, the Town still ideally needs 6 counselors to ensure the program meets State COVID requirements.

The Program fulfills a critical affordable child care need for working parents residing in and outside Amherst and currently serves 300 children between the ages of 5 and 13. The program is available at many sites around Town, including many low-and-moderate income (LMI) neighborhoods. It's also an affordable program compared to private childcare settings and already subsidized by the Town, with a weekly rate of $164/child per week. In comparison, private full time daycare tuition in Amherst commonly runs $55-65/day, making weekly care approximately $300/child. Amherst already lacks affordable child care options, losing this program would be detrimental to families at an uncertain economic time.

EVALUATION OF ABILITY TO FUND and OTHER FUNDING RESOURCES AVAILABLE

The Youth and Recreation 2021 summer camp budget was based on the 2020 expenses to operate summer camp during COVID, however these unforeseen costs were not anticipated and there is no room to absorb these costs without taking away other existing programming areas in the Youth and Recreation budget. According to the Town's grant writer, EOC Incident Commander, and community development staff there currently are no other funding opportunities available at this time to fund bonuses to seasonal summer camp counselors, nor additional bus rental costs.

It should be noted that the American Rescue Plan Act (ARPA) funding was also reviewed for possible use. While the ARPA might possibly be a resource, the ARPA Interim Final Rule was published with vague language sections that require clarification. While the Treasury Department has been issuing clarifications periodically it cannot be determined at this time if these costs would be eligible for the ARPA. The Interim Final Rule is still a draft awaiting possible changes and clarifications after the close of the Treasury's public comment period on July 16th, 2021. Therefore, due to the timely need for these

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24 CFR 570.208 (c) URGENT NEED

(c) ***Activities designed to meet community development needs having a particular urgency.*** In the absence of substantial evidence to the contrary, an activity will be considered to address this objective if the recipient certifies that the activity is designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin or which recently became urgent, , and that other sources of funding are not available. A condition will generally be considered to be of recent origin if it developed or became critical within 18 months preceding the certification by the recipient.

Town files must include documentation to:

1. Certify that the activity is designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin or which recently became urgent.

   ☐Prove in a State of Emergency (within last 18 months)

   ☐Town Board Resolution/Emergency or Disaster Declaration

2. That the recipient is unable to finance the activity on its own.

   ☐Prove funding isn't available within Town Budget for that Activity/Department.

3. That Other sources of funding are not available.

   ☐Prove no outside funding or resources exist (grantee search for funds).

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NEW YORK STATE | Department of Health

INTERIM GUIDANCE FOR CHILD CARE, DAY CAMP, AND OVERNIGHT CAMP PROGRAMS DURING THE COVID-19 PUBLIC HEALTH EMERGENCY

When you have read this document, you can affirm at the bottom.

As of May 24, 2021

Purpose

This Interim Guidance for Child Care, Day Camp, and Overnight Camp Programs during the COVID-19 Public Health Emergency ("Interim COVID-19 Guidance for Child Care, Day Camp, and Overnight Camp Programs") was created to provide owners/operators of child care, day camp, and overnight camp programs with precautions to help protect against the spread of COVID-19.

The following guidance applies to both regulated and unregulated programs for children. Additional requirements for overnight programs are contained in Section V.

These guidelines are minimum requirements only and the owner/operator of any child care, day camp, or overnight camp program is free to provide additional precautions or increased restrictions. These guidelines are based on the best-known public health practices at the time of publication, and the documentation upon which these guidelines are based can and does change frequently. The Responsible Parties – as defined below – are accountable for adhering to all local, state and federal requirements relative to child care, day camp, and overnight camp program activities and operations. The Responsible Parties are also accountable for staying current with any updates to these requirements, as well as incorporating same into any activities and/or Site Safety Plan.

Background

On March 7, 2020, Governor Andrew M. Cuomo issued Executive Order 202, declaring a state disaster emergency in response to the COVID-19 public health emergency. Since May 15, 2020, New York State has developed and deployed a phased economic reopening strategy based on science and data, which has allowed specific industries to safely resume or increase activities and operations while protecting public health during the COVID-19 pandemic.

In addition to the following standards, businesses must continue to comply with the guidance and directives for maintaining clean and safe work environments issued by DOH.

Please note that where guidance in this document differs from other guidance documents issued by New York State, the more recent guidance shall apply.

Standards for Responsible Operation of Child Care, Day Camp, and Overnight Camp Programs in New York State

No activities or operations at a child care, day camp, or overnight camp program can occur without meeting the following minimum State standards, as well as applicable federal requirements, including but not limited to such minimum standards of the Americans with Disabilities Act (ADA), Centers for Disease Control and Prevention (CDC), Environmental Protection Agency (EPA), and United States Department of Labor's Occupational Safety and Health Administration (OSHA).

The State standards contained within this guidance apply to all child care, day camp, and overnight camp programs in operation during the COVID-19 public health emergency until rescinded or amended by the State. The owner/operator of the child care, day camp, or overnight camp program, or another party as

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- Acceptable face coverings for COVID-19 include but are not limited to cloth-based 2-ply face coverings and disposable masks that securely cover both the mouth and nose (bandanas, buffs and face shields are not acceptable face coverings).
- However, cloth, disposable, or other homemade face coverings are not acceptable face coverings for workplace activities that typically require a higher degree of protection for personal protective equipment (PPE) due to the nature of the work. For those activities, N95 respirators or other PPE used under existing industry standards should continue to be used, as is defined in accordance with OSHA guidelines.

- Responsible Parties must ensure that staff and children/camper groupings are as static as possible by having the same group of children/campers stay with the same staff whenever and wherever possible. Group size should be as small as possible but must be limited to no more than thirty-six (36) children or campers. While the maximum sized group can be up to 36 children, programs must still follow applicable regulations regarding group sizes and staff/child ratios. The restriction on group size does not include staff providing supervision for children/campers.
  - Responsible Parties must limit groups to 36 or fewer children/campers, excluding staff, in a specific area (e.g. room) at any given time whenever possible.
  - Responsible Parties must ensure that different stable groups of up to 36 children/campers have no or minimal contact with one another and avoid utilizing common spaces at the same time, to the greatest extent possible.
  - Responsible Parties should maintain a staffing plan that does not require staff to "float" between different classrooms or stable groups of children, unless such rotation is necessary to safely supervise the children/campers.
  - If Responsible Parties allocate time for children/campers to rest during the day (e.g. nap time), Responsible Parties should place children/campers at least six feet apart and head-to-toe for the duration of rest, when feasible.
- Responsible Parties may modify the use and/or restrict the number of work areas and seating areas for their staff, so that individuals who are not fully vaccinated are at least six feet apart in all directions (e.g. side-to-side and when facing one another) and are not sharing work areas without cleaning and disinfection between use. When distancing is not feasible between work areas, Responsible Parties must provide and require the use of face coverings for individuals who are not fully vaccinated and may consider the use of physical barriers in areas where they would not affect supervision, air flow, heating, cooling, ventilation, fire safety or egress.
- If used, physical barriers should be put in place in accordance with OSHA guidelines.
- Physical barrier options may include strip curtains, cubicles, or other fire-resistant impermeable dividers or partitions.
- Shared workstations (e.g. "hot-desks") must be cleaned and disinfected between users.
- Responsible Parties should prohibit the use of small spaces (e.g. supply closets, storage areas, vehicles, kitchens, or restrooms) by more than one staff member who is not fully vaccinated at a time, unless all unvaccinated staff in such space at the same time are wearing acceptable face coverings.
- Responsible Parties should increase ventilation with outdoor air to the greatest extent possible, unless such air circulation poses a safety or health risk (e.g. allowing pollens in or exacerbating asthma symptoms) to children or campers using the facility.

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- If possible, wear a clear mask when caring for children/campers with disabilities (not a face shield).

C. Child Care Program and Camp Activities

- Responsible Parties should prioritize program activities that maximize social distancing (i.e. minimal person-to-person contact) at all child care and camp program facilities and areas.
- For pool and aquatic activities, Responsible Parties must:
  - Ensure face coverings are not worn while in the water;
  - Responsible Parties may allow staff who are not fully vaccinated and providing supervision of children/campers to wear a mask in shallow water (e.g. water less than waist deep) when the mask is not expected to get wet. The Responsible Party must educate the staff on the risks of a mask becoming wet prior to them wearing a mask in the water. A second face covering must be available for use in the event that the first face covering gets wet and becomes unusable. Keep stable groups of children/campers separated from other stable groups and limit swimming sessions to single stable groups of children/campers whenever feasible;
  - Encourage water activities where staff can safely supervise older children/campers in the water without being in the water themselves versus activities which require staff to be in the water with children/campers;
  - Ensure appropriate social distancing is maintained between children/campers/staff who are not fully vaccinated when feasible; and
  - Enhance cleaning and disinfection protocols.
    - Reference CDC guidelines, "Considerations for Public Pools, Hot Tubs, and Water Playgrounds During COVID-19" for additional information.
- For sport and athletic activities, Responsible Parties must:
  - Keep stable groups that include unvaccinated children/campers separated by at least 6 feet between the groups during activities;
  - Focus on activities with lower and moderate risk contact (e.g. running or hiking) as identified in the DOH guidance "Interim Guidance for Sports and Recreation;" and
    - Encourage sports that involve less physical contact or less shared equipment and gear that cannot be cleaned and disinfected between uses.
    - Encourage activities that are lower risk, such as individual or small group skill-building and conditioning over those that may result in closer, higher-risk contact.
  - Ensure that activities with close contact or shared equipment are only held within stable groups of children/campers.
  - Ensure that **indoor** activities/sports are not permitted if they involve less than six feet distance between individuals who are not fully vaccinated and face coverings cannot be worn/tolerated based on the nature of the activity.
  - Enhance cleaning and disinfection protocols.
    - Reference CDC guidelines, "Considerations for Youth Sports" for additional information.

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- Responsible Parties must take reasonable steps to ensure the separation of different stable groups.
- Responsible Parties must ensure that different stable groups remain socially distanced from one another and should, to the greatest extent possible, avoid using common spaces at the same time.
    - Large indoor spaces such as cafeterias and gymnasiums may be utilized by multiple stable groups when the space is configured to have separate and distinct areas for each stable group that maintains at least 6 feet from other groups.
    - The maximum occupancy of any indoor area shall be limited to the capacity set by the licensing standards for the child care program or the certificate of occupancy for camp inclusive of staff and children/campers.
    - In addition to face coverings, physical barriers may be used in areas where they would not affect supervision, air flow, heating, cooling, ventilation, fire safety or egress.
        - If used, physical barriers should be put in place in accordance with OSHA guidelines.
        - Physical barrier options may include strip curtains, cubicles, or other fire-resistant impermeable dividers or partitions.
- Ensure ventilation systems operate properly and increase circulation of outdoor air as much as possible, for example, by opening windows and doors. Do not open windows and doors if doing so poses a safety or health risk (e.g. risk of falling or triggering asthma symptoms) to children/campers using the facility.
- Responsible Parties may also consider adopting additional ventilation and air filtration mitigation protocols per CDC and ASHRAE recommendations, particularly for buildings older than 15 years.
- Responsible Parties must limit in-person staff gatherings (e.g. breaks, meetings) involving individuals who are not fully vaccinated to the greatest extent possible and use other methods such as video or teleconferencing whenever possible, per CDC guidance "Guidance for Businesses and Employers to Plan and Respond to Coronavirus Disease 2019 (COVID-19)".
    - When videoconferencing or teleconferencing is not possible, Responsible Parties should hold staff meetings in open, well-ventilated spaces and ensure that individuals maintain six feet of social distance between one another (e.g. if there are chairs, leave space between chairs, have individuals sit in alternating chairs).
- Responsible Parties should keep in-person staff meetings brief and minimize the number of participants who are not fully vaccinated while adhering to social distancing rules.
- Responsible Parties should encourage social distancing by limiting occupancy or closing non-essential amenities and communal areas (e.g. gaming areas, computer rooms, vending machines, lounges) that do not allow for social distancing protocols. If open, Responsible Parties must clean and disinfect any areas between use and make hand sanitizer or disinfecting wipes available next to equipment near such amenities (e.g. vending machines, communal coffee stations).
- Responsible Parties must put in place practices for adequate social distancing in small areas, such as restrooms and breakrooms, and signage and systems (e.g. flagging when occupied) to restrict occupancy when social distancing cannot be maintained in such areas; and
- Responsible Parties should stagger schedules for their staff to observe social distancing (i.e., six feet of space) for any gathering (e.g. coffee breaks, meals, and shift starts/stops).

E. Workplace Activity

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- Face coverings must be cleaned or replaced after use and may not be shared. Please consult the CDC guidance for additional information on cloth face coverings and other types of PPE well as instructions on use and cleaning.
- Responsible Parties must allow their staff to use their own acceptable face coverings but cannot require their staff to supply their own face coverings. Further, this guidance shall not prevent staff from wearing their personally owned additional protective coverings (e.g. surgical masks, cloth face covering, N95 respirators, or face shields), or if the Responsible Parties otherwise requires staff to wear more protective PPE due to the nature of their work. Employers should comply with all applicable OSHA standards.
- Responsible Parties must train their staff on how to adequately put on, take off, clean (as applicable), and discard PPE, including but not limited to, appropriate face coverings.
- Responsible Parties must put in place reasonable measures to limit the sharing of objects, such as electronic equipment, arts and craft materials, touchscreens, as well as the touching of shared surfaces; or, require staff to wear gloves (trade-appropriate or medical) when in contact with shared objects or frequently touched surfaces; or, require staff and children/campers to practice hand hygiene before and after contact.
- Responsible Parties should consider installing physical barriers at reception and security desks.
    - As mentioned above, physical barriers should be put in place with accordance with OSHA guidelines.

C. Hygiene, Cleaning, and Disinfection

- Responsible Parties must ensure adherence to hygiene and cleaning and disinfection requirements as advised by the CDC and DOH, including "Public and Private Facilities Cleaning and Disinfection Guidance," and the "STOP THE SPREAD" poster, as applicable. Responsible Parties must maintain logs that include the date, time, and scope of cleaning and disinfection.
- Staff and children/campers must perform hand hygiene immediately upon entering the program.
- Responsible Parties must provide and maintain hand hygiene stations on site, as follows:
    - For handwashing: soap, running warm water, and disposable paper towels.
    - For hand sanitizing: an alcohol-based hand sanitizer containing at least 60% alcohol for areas where handwashing facilities may not be available or practical.
    - Make hand sanitizer available throughout common areas on site. It should be placed in convenient locations, such as at entrances, exits, elevators, and security/reception desks.
- Responsible Parties should place signage near hand sanitizer stations indicating that visibly soiled hands should be washed with soap and water; hand sanitizer is not effective on visibly soiled hands.
- Responsible Parties should place receptacles around the facility for disposal of soiled items, including PPE.
- Responsible Parties must require children and staff to practice hand hygiene and require supervision of young children/campers:
    - Upon arrival to the first program activity;
    - Between all program activities;

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- Responsible Parties must provide for the cleaning and disinfection of exposed areas in the event an individual is confirmed to have a positive case of COVID-19, with such cleaning and disinfection to include, at a minimum, all heavy transit areas and high-touch surfaces (e.g. dining areas, handrails, door handles, vending machines, communal coffee stations).

- CDC guidelines on "Cleaning and Disinfecting Your Facility" if someone is suspected or confirmed to have COVID-19 are as follows:
  - Close off areas used by the person suspected or confirmed to have COVID-19.
    - Affected areas need to be closed off and cleaned and disinfected.
    - Shared building spaces used by the individual must also be shut down, cleaned and disinfected (e.g. elevators, lobbies, outdoor common space).
  - Open outside doors and windows to increase air circulation in the area, to the extent practicable while maintaining all health and safety standards.
  - Wait 24 hours before you clean or disinfect. If 24 hours is not feasible, wait as long as possible.
  - Clean and disinfect all areas used by the person suspected or confirmed to have COVID-19, such as offices, bathrooms, common areas, and shared equipment.
  - Once the area has been appropriately cleaned and disinfected, it can be reopened for use.
    - Staff without close or proximate contact with the person suspected or confirmed to have COVID-19 can return to the work area immediately after cleaning and disinfection.
    - Consult with local health department for information on "close or proximate" contacts.
  - If more than seven days have passed since the person suspected or confirmed to have COVID-19 visited or used the facility, additional cleaning and disinfection is not necessary, but routine cleaning and disinfection should continue.

- Responsible Parties must prohibit shared food and beverages among staff (e.g. self-serve meals and beverages). If the staff eat separately from the children, Responsible Parties should encourage staff to bring lunch from home, and reserve adequate space for staff to observe social distancing while eating meals.

D. Phased Reopening

- Responsible Parties are encouraged to phase-in reopening activities so as to allow for operational issues to be resolved before production or work activities return to normal levels. Responsible Parties should consider limiting the number of staff hours, and number of children/campers available to be served when first reopening so as to provide operations with the ability to adjust to the changes.

- Responsible Parties should monitor staff absenteeism and have a roster of trained back-up staff, as practicable.

E. Communications Plan

- Responsible Parties must affirm that they have reviewed and understand the state-issued industry guidelines, and that they will implement them.

- Responsible Parties must train all staff on the applicable precautions and policies contained within this guidance either remotely or in-person, using appropriate social distancing and requiring face coverings for all participants.

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- Exception: Responsible Parties may allow asymptomatic staff and children/campers to attend a day care or a children's camp if the staff/child/camper is fully vaccinated or has recovered from laboratory confirmed COVID-19 in the previous 3 months and has not been placed on quarantine.

(b) tested positive through a diagnostic test for COVID-19 in the past 10 days;

(c) experienced any symptoms of COVID-19 including a temperature of greater than 100.4°F in the past 10 days and/or

(d) has traveled within the past 10 days and not complied with requirements of the New York State Travel Advisory.

- Refer to CDC guidance on "Symptoms of Coronavirus," for the most up to date information on symptoms associated with COVID-19.
    - Responsible Parties must require staff to make visual inspections of children/campers, throughout the day, for signs of potential COVID-19 illness which could include flushed cheeks, rapid breathing or difficulty breathing (without recent physical activity), fatigue, or extreme fussiness.
- Temperature checks should occur per U.S. Equal Employment Opportunity Commission or DOH guidelines. Responsible Parties are prohibited from keeping records of staff health data (e.g. the specific temperature data of an individual), but are permitted to maintain records that confirm individuals were screened and the result of such screening (e.g. pass/fail, cleared/not cleared).
- Responsible Parties must ensure that any personnel performing screening activities, including temperature checks, are appropriately protected from exposure to potentially infectious individuals seeking to enter the site. Personnel performing screening activities should be trained by employer-identified individuals who are familiar with CDC, DOH, and OSHA protocols.
- Screeners should be provided and use PPE, including at a minimum, a face mask, and may include gloves, a gown, and/or a face shield.
- Any staff, parent/guardian, or child/camper who screens positive for or exhibits symptoms of COVID-19 or a temperature of greater than or equal to100.4°F must not be allowed to enter the facility or area, and must be sent home with instructions to contact their healthcare provider for assessment and testing.
    - Children or campers who are being sent home because of a positive screen (e.g. onset of COVID-19 symptoms) must be immediately separated from other children or campers and supervised until their parent/guardian or emergency contact can retrieve them from the program facility or area.
    - Responsible Parties should provide such individuals with information on healthcare and testing resources.
    - Responsible Parties must immediately notify the state and local health department about the case if test results are positive for COVID-19.
- Responsible Parties should consult with their local health department regarding protocols and policies for staff, parents/guardians, or children/campers seeking to return to work or the site after a suspected or confirmed case of COVID-19 or after such person has had close or proximate contact with a person suspected or confirmed with COVID-19.
- Responsible Parties must designate a central point of contact, which may vary by activity, location, shift or day, responsible for receiving and attesting to having reviewed all questionnaires, with such

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- Detailed attendance logs such that Responsible Parties may readily assist in identifying close and proximate contacts, as well as any areas occupied by an ill individual.

- Should a staff member or child/camper test positive for COVID-19, the Responsible Parties must cooperate with the state and local health department as required to trace all close and proximate contacts of the case dating back to 48 hours before the case first began experiencing COVID-19 symptoms or tested positive, whichever is earlier. Responsible Parties in child care settings must immediately notify the parents of children in care and OCFS upon learning of a positive test for COVID-19. Confidentiality must be maintained as required by federal and state law and regulations.
- State and local health departments may, under their legal authority, implement monitoring and movement restrictions of infected or exposed persons including home isolation or quarantine.
- Individuals who are alerted by a health department that they are designated as having close contact with a person with COVID-19 are required to self-report to the child care or children's camp owner/operator/manager at the time of alert and shall follow the protocol referenced above.

IV. EMPLOYER PLANS

Responsible Parties must conspicuously post completed COVID-19 safety plans on site for staff. The State has made available a business reopening safety plan template to guide business owners and operators in developing plans to protect against the spread of COVID-19.

Additional safety information, guidelines, and resources are available at:

New York State Department of Health Novel Coronavirus (COVID-19) Website
https://coronavirus.health.ny.gov/

Centers for Disease Control and Prevention Coronavirus (COVID-19) Website
https://www.cdc.gov/coronavirus/2019-ncov/index.html

Occupational Safety and Health Administration COVID-19 Website
https://www.osha.gov/SLTC/covid-19/

New York State Office of Children and Family Services COVID-19 Website

https://ocfs.ny.gov/programs/childcare/#COVID19

At the link below, affirm that you have read and understand your obligation to operate in accordance with this guidance:

https://forms.ny.gov/s3/ny-forward-affirmation

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- Asymptomatic individuals who are fully vaccinated or have recovered from laboratory confirmed COVID-19 in the previous 3 months who screen positive for COVID-19 exposure may remain at camp.

- Responsible Parties must prohibit non-essential visitors, who are not fully vaccinated, on site including volunteers, guests, individuals for activities, shows or performances, and parents/guardians except under emergency circumstances, to the extent possible.

- Responsible Parties must ensure that staff and camper cohorts remain as stable as possible by having the same group of campers stay with the same staff in "stable groups." Group size should be as small as possible but must be limited to no more than thirty-six (36) campers. The restriction on group size does not include staff providing supervision for campers.

  - Responsible Parties should consider the impacts of a positive case, which will likely require all campers in a stable group to be sent home and all staff in the stable group to quarantine, when determining group size up to the limit of 36.

  - Responsible Parties must ensure that different stable groups of up to 36 campers have no or minimal contact with one another when utilizing common spaces at the same time, to the greatest extent possible.

  - Responsible Parties should develop staffing plan that assign staff to stable groups of campers. Unvaccinated staff should not "float" between different stable group of campers, unless such rotation is necessary to safely supervise the campers due to staffing breaks and unforeseen circumstances (e.g. staff absence).

    - Unvaccinated staff not assigned to supervise specific campers should be cohorted in as small a unit as possible based on their role (e.g. administrative staff, kitchen staff) and contacts with other staff at camp.

    - A daily roster of all staff and stable groups must be maintained onsite for contact tracing as needed.

  - In addition to allowances within this document for camper/staff who are not fully vaccinated to remove face coverings including during outdoor physical activities where face coverings cannot be tolerated, consistent with this guidance document, overnight camps may form a "camp household" allowing campers and staff who are not fully vaccinated within that stable group to remove face coverings when within six feet of each other and not with campers/staff from outside their camp household under the following conditions:

    (a) after a ten-day consecutive period with no suspect or positive cases of COVID-19. Unvaccinated staff must receive weekly COVID-19 testing after mask use is discontinued within the stable group; or

    (b) after negative COVID-19 diagnostic test for each person in the stable group collected three to five-days after start of camp session with no suspect or positive cases of COVID-19 in the stable group. Fully vaccinated asymptomatic campers/staff or those who recovered from laboratory confirmed COVID-19 in the previous 3 months can refrain from testing.

      - Unvaccinated staff must receive weekly COVID-19 testing after mask use is discontinued within the camp household.

      - Staff assigned to a stable group must resume mask use with each new group of campers.

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II. PROCESSES

A. Screening and Testing

- Before Arrival at Camp:
    - Responsible Parties must require and ensure that all campers and staff received a negative diagnostic test result for COVID-19 using a Food and Drug Administration (FDA) or DOH authorized polymerase chain reaction (PCR) or other nucleic acid amplification test (NAATs) of comparable analytical sensitivity performance that was performed on a specimen (e.g., swab) collected within 72 hours of arrival at the camp.
        - As an alternative to the testing requirement, campers and staff may provide proof of having completed the COVID-19 vaccination series at least 14 days prior to the date of arrival at camp or documentation of laboratory confirmed COVID-19 in the previous 3 months.
        - To minimize potential exposure, throughout the 10 days prior to camp arrival (including while waiting for PCR results) unvaccinated campers and staff should be monitored for symptoms of COVID-19, wear a face covering when in public, maintain social distancing, and should avoid extended periods in public, contact with strangers, and large congregate settings.
        - Responsible Parties are required to identify and establish partnerships with local providers and/or testing services that can accommodate testing needs in the event a camper or staff member becomes symptomatic after arrival. In such situations, it is preferable to have rapid testing available. Ability to test onsite is preferred.
        - Responsible Parties must instruct staff/campers to stay home if they are sick or show any symptoms of COVID-19 and direct staff/campers that do not pass pre-screening to not come to camp.
        - For campers arriving to a program via bus transportation and for staff who provide supervision on the bus, screening procedures must be completed, and documentation of a negative COVID-19 diagnostic test or proof of having completed the COVID-19 vaccination series at least 14 days prior to the date of arrival at camp or documentation of laboratory confirmed COVID-19 in the previous 3 months must be obtained prior to boarding the bus.
            - The camp program must prohibit campers, staff, and parents/guardians from entering the site, or boarding the bus to the site, if they are showing symptoms of COVID-19.
        - Responsible Parties must ensure all travel guidelines in place at the time of staff and camper arrival are followed.
- Upon Arrival at Camp or Prior to Boarding Buses for Transportation to Camp:
    - All staff and campers must present documentation of a negative COVID-19 diagnostic test performed within the last 72 hours or proof of having completed the COVID-19 vaccination series at least 14 days prior to the date of arrival at camp or documentation of laboratory confirmed COVID-19 in the previous 3 months.
    - Responsible Parties must keep documentation of COVID-19 vaccination status on file for all staff and campers at the camp for review by health department staff as needed.
    - All campers and staff must be screened for COVID-19.
        - Screening should be coordinated in a way that prevents any close or proximate contact between individuals.

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- Temperature checks should occur per U.S. Equal Employment Opportunity Commission or DOH guidelines.
- Daily temperature checks for campers and staff are recommended to occur prior to the individuals' breakfast and dinner.

- Refer to CDC guidance on "Symptoms of Coronavirus," for the most up to date information on symptoms associated with COVID-19.
- Anyone showing symptoms of or suspected of having COVID-19 or a temperature of greater than or equal to 100.4°F must immediately be separated from others, brought to the camp infirmary, and isolated.
- Responsible Parties must ensure that any personnel performing screening activities, including temperature checks, are appropriately protected from exposure to potentially infectious individuals seeking to enter the site. Personnel performing screening activities should be trained by employer identified individuals who are familiar with CDC, DOH, and OSHA protocols.
- Screeners should be provided and use PPE, including at a minimum, a face mask, and may include gloves, a gown, and/or a face shield. Responsible Parties must designate a central point of contact to ensure that daily health screenings are being conducted for staff and campers and who are notified in the event of a suspected or confirmed COVID-19 case.
  - The identified point of contact for the site should be prepared to receive notifications of suspected or positive cases and initiate the respective cleaning and disinfection procedures.
- Responsible Parties must designate a site safety monitor whose responsibilities include continuous compliance with all aspects of the site safety plan, for staff.
- To the extent possible, Responsible Parties should maintain a log of every person, including staff, campers, and any essential visitors who may have close or proximate contact with other individuals at the work site or area; excluding deliveries that are performed with appropriate PPE or through contactless means. Logs should contain contact information, such that all contacts may be identified, traced and notified in the event a staff member, camper or visitor is diagnosed with COVID-19. Responsible Parties must cooperate with state and local health department contact tracing efforts.

B. Quarantine and Isolation:

- Staff and campers displaying signs or symptoms of COVID-19 must obtain a diagnostic test to determine the need for them and others (e.g. campers from the same stable group) to isolate or quarantine.
  - Responsible Parties must obtain parental consent to administer or obtain COVID-19 testing for a camper or affirmation that parents/guardians will pick up their child within 24 hours to obtain prompt testing and provide documentation of laboratory results back to the camp.
  - A rapid COVID-19 diagnostic test is acceptable for determining if a symptomatic person is positive with COVID-19.
- Staff and campers displaying signs or symptoms of COVID-19 must be immediately separated from others pending test results.
- Responsible Parties must ensure staff and campers who test positive for COVID-19 or are determined to be a contact of a person who tested positive for COVID-19 are isolated/quarantined in accordance with applicable guidelines and the following.

Attachment: urgent-doc-0616202109470l (RES-2021-552 : To Authorize the Supervisor to Certify Urgent Need for CDBG (CV) Funding)

- Responsible Parties must immediately notify the state and local health department about the case if test results are positive for COVID-19.
- Responsible Parties should consult with their local health department regarding protocols and policies for staff, parents/guardians, or children/campers seeking to return to work or the site after a suspected or confirmed case of COVID-19 or after such person has had close or proximate contact with a person suspected or confirmed with COVID-19.
- If the camper is determined through health department contact tracing to have been a contact of someone with COVID-19 prior to their arrival at camp, they must be immediately separated and picked up within 24 hours (e.g., if a family member becomes symptomatic shortly after the child starts the overnight camp program).

C. Tracing and Tracking

- Responsible Parties must notify the state and local health department immediately upon being informed of any positive COVID-19 test result involving a staff member or camper at their site.
- Responsible Parties must designate a site safety monitor whose responsibilities include continuous compliance with all aspects of the site safety plan.
- Responsible Parties should design and implement policies to prepare for a positive staff or camper that includes at a minimum the following:
    - Records of staff, campers, and their respective cohort or stable groups, that can be provided to a local health department in a rapid manner.
    - Records of staff and camper COVID-19 vaccination status, including dates of vaccination.
    - Designated isolation area for individuals who test positive for COVID-19 with adequate supply of PPE.
    - Detailed attendance logs such that Responsible Parties may readily assist in identifying close and proximate contacts, as well as any areas occupied by an ill individual.
- Should a staff member or camper test positive for COVID-19, Responsible Parties must cooperate with the state and local health department as required to trace all close and proximate contacts of the case, dating back to 48 hours before the case first began experiencing COVID-19 symptoms or tested positive, whichever is earlier. Confidentiality must be maintained as required by federal and state law and regulations.
- State and local health departments may, under their legal authority, implement monitoring and movement restrictions of infected or exposed persons including home isolation or quarantine.
- Individuals who are alerted by a health department that they are designated as having close contact with a person with COVID-19 are required to self-report to the camp owner/operator/manager at the time of alert and shall follow the protocol referenced above.

Attachment: urgent-doc-06162021094701 (RES-2021-552 : To Authorize the Supervisor to Certify Urgent Need for CDBG (CV) Funding)

Town of Amherst

Office of the Supervisor

EXECUTIVE ORDER # 2020.23

Declaration of Local State of Emergency in Response to COVID-19

WHEREAS, on March 15, 2020, I issued an Executive Order declaring a local state of emergency in the Town of Amherst which has been extended through July 15, 2021; and

WHEREAS, travel-related cases, public gathering cases and community contact transmission of COVID-19 have been documented in New York State and Erie County;

NOW, THEREFORE, I, Brian J. Kulpa, Supervisor of the Town of Amherst, by virtue of the authority vested in me by the Constitution and the Laws of the State of New York, do hereby issue this Executive Order dated June 11, 2021, and I hereby continue any suspension or modification of law made by this Executive Order.

Under this authority, the Supervisor is hereby authorizing the Town Board meetings of June 21, 2021 and July 12, 2021 along with all other boards and committees to continue to hold their meetings virtually with public participation through July 15, 2021.

All in-office staffing shall continue with reduction or working remotely as approved by the department head.

Employees who voluntarily travel to any location that meets the NYS metrics for quarantine upon their return shall be required to use accruals and quarantine for the appropriate time as outlined in the NYS Forward Travel Quarantine Guidance.

Given Under My Hand and the Seal of
the Town of Amherst, New York on this
11th day of June, 2021.

Brian J. Kulpa, Supervisor, Town of Amherst

Attachment: urgent-doc-06162021094701 (RES-2021-552 : To Authorize the Supervisor to Certify Urgent Need for CDBG (CV) Funding)

Town of Amherst

Office of the Supervisor

EXTENSION OF LOCAL DECLARATION OF "A STATE OF EMERGENCY"

"A State of Emergency" is herewith declared in the Town of Amherst, County of Erie, in the State of New York, for the period beginning at Midnight on March 15, 2020 is hereby extended to July 15, 2021.

A State of Emergency has been declared due to the rapidly evolving challenges to protect the public health and safety related to the spread of COVID-19 affecting all of the Town of Amherst. Such conditions threaten or imperil the public safety of the citizens of the Town of Amherst.

As the Supervisor of the Town of Amherst, I, Brian J. Kulpa pursuant to authority given to me in sections 24 and 25 in Article 2B of the NYS Executive Law, direct all town personnel and all departments of the town to take all actions deemed necessary and appropriate to cope with the disaster or any emergency therefrom.

Brian J. Kulpa, Town Supervisor — Date: 6/10/21

Attachment: urgent-doc-06162021094701 (RES-2021-552 : To Authorize the Supervisor to Certify Urgent Need for CDBG (CV) Funding)

Summer Camp Staff Bonuses & Bussing - Grant Resource Evaluation Sheet

Potential Resource	Resource Description	Determination
County CARES ACT	CARES Act Pass through funding available to municipalities in Erie County to cover costs already incurred for COVID related expenses	County CARES Act funding applications had a deadline of September 30, 2020 and needed to cover already incurred costs. The application window for this resource is now closed.
FEMA	FEMA typically reimburses municipalities for costs incurred for responding to an emergency situation if there is a state declaration. However, eligible expenses are slightly non-traditional for the pandemic response than from previous natural disasters.	For COVID, FEMA disaster response funding is extremely limited in its definition of what is covered. The Town's FEMA rep has previously told the Town that these types of expense would not be eligible for FEMA reimbursement.
NYS- Consolidated Funding Application	The NYS Consolidated Funding Application provides various grant resources for a variety of different activities.	The CFA process has just opened and will not be awarded until December 2021. There are also no clear grant resources offered this year that would cover these expenses.
American Rescue Plan Act	American Rescue Plan Act awarded the Town of Amherst $15 Million over two installments to address response, recovery and impacts of the COVID-19 Pandemic. Final Treasury Guidance is forthcoming to outline eligible expenses, after the close of the Public Comment Period on July 16, 2021.	The American Rescue Plan Act Interim Final Rule indicates a possible avenues to fund these activities, however, the Rule is not final and changes and clarifications will be made by the Treasury following the close of the Public Comment Period on July 16, 2021. Unfortunately, this date is too late for decision making purposes for the start of the Summer Camp season. Therefore this resource has been ruled out as "available" at this time.
Other Resources	There are a multitude of summercamp related grant resources available from a variety of corporate charitable-giving entities and non-profit organizations nationally.	Unfortunately, these resources focus on scholarships for disadvantaged campers or select groups (like foster children), rather than assistance to the camp provider that serves all children.

Conducted by: Laurie Stillwell, Community Development Director

Attachment: urgent-doc-06162021094701 (RES-2021-552 : To Authorize the Supervisor to Certify Urgent Need for CDBG (CV) Funding)

TOWN OF AMHERST
YOUTH & RECREATION DEPARTMENT
ERIE COUNTY, NEW YORK

Harlem Road Community Center
4255 Harlem Road
Amherst, NY 14226
(716) 631-7200
Fax (716) 839-2119
www.amherst.ny.us

BRIAN J. KULPA
Supervisor

JACQUALINE G. BERGER
Liaison

MARY-DIANA POULI, Executive Director

MARK FORDEN
Chairperson, Youth Board

TIMOTHY GARDNER
Chairperson, Rec Commission

16 June 2021

Laurie Stillwell, Community Development Director
Town of Amherst Planning Department
5583 Main Street
Williamsville, NY 14221

Dear Ms. Stillwell,

Please be advised that the budget for youth programs at the Amherst Youth & Recreation Department is $836,627.00. The actual program cost is approximately $900,000.00.

Regards,

Mary-Diana Pouli
Executive Director

Attachment: Youth & Rec - Summercamp Budget Status (RES-2021-552 : To Authorize the Supervisor to Certify Urgent Need for CDBG (CV)

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 23415 **RESOLUTION 2021-553** **ADOPTED**

To Designate the Planning Director to Assist in Ensuring Compliance with New York State Law Requiring Annual Training for Planning and Zoning Board of Appeals Members

WHEREAS, New York State Town Law Sections 271 and 267 provide that, effective January 1, 2007, all Planning Baord and Zoning Board of Appeals members must complete a minimum of four (4) hours training each year, and

WHEREAS, Town Law Sections 271 and 267 identify the Town Board as the entity that determines which activities qualify as training to satisfy the state requirement, and

WHEREAS, The Planning Director has the technical expertise to determine which educational offerings provide the training most appropriate to the responsibilities of Planning Board and Zoning Board of Appeal, respectively, and

WHEREAS, the Town Board approved a resolution on June 5, 2017 authorizing the Planning Director and Commissioner of Building to determine which educational offerings will meet the requirements of New York State Law Section 271 for the Planning Board and meet state requirements of Section 267 for the Zoning Board of Appeals respectively, and

WHEREAS, the Planning Department is now responsible for administration of the Zoning Board of Appeals, now therefore be it

RESOLVED, that the Planning Director will determine appropriate training and assist members of the Planning Board and Zoning Board of Appeals to meet the annual education requirement by identifying appropriate educational activities, and be it further

RESOLVED, that members of the Planning Board and Zoning Board of Appeals be required to provide documentation of each completed training, and that the Planning Director maintain a log of all completed educational activities completed, and be it further

RESOLVED, that each year prior to the organizational meeting of the Town Board, a summary of the educational activities of each Planning Board and Zoning Board of Appeals member be available to the Town Board.

6/21/2021
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, A
Planning Direct

Ellen M. Kost, AICP
Assistant Planning Di

MEMORANDUM June 16, 2021

Town Board Agenda June 21, 2021

TO: Town Board

FROM: Daniel C. Howard, AICP, Planning Director

SUBJECT: Planning Board and Zoning Board of Appeals Mandatory Training

The attached draft Resolution allows the Planning Director to authorize mandatory training for the Planning Board and Zoning Board of Appeals members. Previously, the Commissioner of Building was so designated. The change reflects the movement of the zoning administration function from the Building Department to the Planning Department.

Please contact me if there are any questions.

Attachment

Cc: Town Clerk
Town Attorney

Attachment: PB & ZBA training memo 062121 (RES-2021-553 : Training for Planning and Zoning Board of Appeals Members)

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 23409 **RESOLUTION 2021-554** **ADOPTED**

Targeted Tactical Team Grant FY2021 (CRS#2702) Grant Agreement: NYS Division of Homeland Security and Emergency Services

Town Board Agenda Item: June 21, 2021

TO: **Town Board**

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

RE: **Targeted Tactical Team Grant FY2021 (CRS#2702) Grant Agreement: NYS Division of Homeland Security and Emergency Services**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached grant agreement between the Town of Amherst (Police) and NYS Division of Homeland Security and Emergency Services with regard to the above-entitled matter. This grant agreement has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: June 21, 2021)**

6/21/2021
Consent

FINANCIAL IMPACT:

A 3135 .04389 Grant Amount: $75,000.00

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

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	**NYS COMPTROLLER'S NUMBER:** C163699 (Contract Number) **ORIGINATING AGENCY CODE:** 01077
GRANTEE/CONTRACTOR:(Name & Address) Amherst, Town of 5583 Main St Williamsville NY 14221	**TYPE OF PROGRAMS:** WM2019 SHSP **CFDA NUMBER:** 97.067 **DHSES NUMBERS:** WM19163699
FEDERAL TAX IDENTIFICATION NO: 16-6002157 **MUNICIPALITY NO:** (if applicable) **SFS VENDER NO:** 1000003949 **DUN & BRADSTREET NO:** 030212336	**INITIAL CONTRACT PERIOD:** FROM 04/01/2021 TO 08/31/2022 **FUNDING AMOUNT FOR INITIAL PERIOD:** $75,000.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	**MULTI-YEAR TERM:** (if applicable)
CHARITIES REGISTRATION NUMBER: (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: Eric Abramson , Acting Director of Grants Program Administration Date: 06/03/2021 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: 06/03/2021	
ATTORNEY GENERAL'S SIGNATURE _____. Title: _____. Date: _____.	COMPTROLLER'S SIGNATURE _____. Title: _____. Date: _____.

Attachment: 2021TacticalTeamGrantAgreement (RES-2021-554 : Tactical Team Grant Contract (CRS# 2702))

Award Contract		SHSP	
Project No.	Grantee Name		
TT19-1008-E00	Amherst, Town of		06/03/2021

Attachment: 2021TacticalTeamGrantAgreement (RES-2021-554 : Tactical Team Grant Contract (CRS# 2702))

Project No.	Grantee Name	
TT19-1008-E00	Amherst, Town of	06/03/2021

Attachment: 2021TacticalTeamGrantAgreement (RES-2021-554 : Tactical Team Grant Contract (CRS# 2702))

Project No.	Grantee Name	
TT19-1008-E00	Amherst, Town of	06/03/2021

Attachment: 2021TacticalTeamGrantAgreement (RES-2021-554 : Tactical Team Grant Contract (CRS# 2702))

Award Contract SHSP
Project No. Grantee Name
TT19-1008-E00 Amherst, Town of 06/03/2021

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	Specialized Mission Response Vehicle (armored response vehicle)	12VE-00-MISS	1	$75,000.00	$75,000.00	$75,000.00	$0.00
				Total	$75,000.00	$75,000.00	$0.00

Town of Amherst Police Department Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$75,000.00	$75,000.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$75,000.00	$75,000.00	$0.00

Attachment: 2021TacticalTeamGrantAgreement (RES-2021-554 : Tactical Team Grant Contract (CRS# 2702))

Project No.	Grantee Name	
TT19-1008-E00	Amherst, Town of	06/03/2021

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 for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email HelpDesk@sfs.ny.gov. Contractor acknowledges that it will not receive payment on any vouchers submitted under this 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.

Attachment: 2021TacticalTeamGrantAgreement (RES-2021-554 : Tactical Team Grant Contract (CRS# 2702))

B. Interim and/or Final Claims for Reimbursement

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

Attachment: 2021TacticalTeamGrantAgreement (RES-2021-554 : Tactical Team Grant Contract (CRS# 2702))

III(G)(2)(a)(i) of Appendix A-1 of the Contract.

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: 2021TacticalTeamGrantAgreement (RES-2021-554 : Tactical Team Grant Contract (CRS# 2702))

Certified by - Brian Kulpa on 06/03/2021

Attachment: 2021TacticalTeamGrantAgreement (RES-2021-554 : Tactical Team Grant Contract (CRS# 2702))

Award Contract SHSP

Project No. Grantee Name

TT19-1008-E00 Amherst, Town of 06/03/2021

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

The development, sustainment and/or enhancement of tactical team assets.

Task #1 for Objective #1

Purchase allowable tactical team specialized mission response vehicle and equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced tactical team in the region. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, include deployment plans as appropriate.

Attachment: 2021TacticalTeamGrantAgreement (RES-2021-554 : Tactical Team Grant Contract (CRS# 2702))

Project No.	Grantee Name	
TT19-1008-E00	Amherst, Town of	06/03/2021

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 until it has been approved by, and filed with, the AG and OSC.

Attachment: 2021TacticalTeamGrantAgreement (RES-2021-554 : Tactical Team Grant Contract (CRS# 2702))

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 Contractors in managing federal awards. Consistent with 2 CFR §200.332, the results of the evaluation may result in the imposition special conditions to this

Attachment: 2021TacticalTeamGrantAgreement (RES-2021-554 : Tactical Team Grant Contract (CRS# 2702))

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 States as their address for purpose of receiving notice under the Contract by giving fifteen (15) calendar days prior written notice to the other party

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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.

R. No Arbitration: Disputes involving the Contract, including the breach or alleged breach thereof, may not be submitted to binding

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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:

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1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a 'Simplified Renewal Contract'). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. Renewal Notice to Not-for-Profit Contractors:

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 applicable State Agency entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under

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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:

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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 for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email HelpDesk@sfs.ny.gov. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

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5. If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

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

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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 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.

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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 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 thirty (30) 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:

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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 submitted for such period.

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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 Contractor; or other matters of a similarly serious nature.

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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 Responsibility Questionnaire (Questionnaire).

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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.

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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 schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise),

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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 law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure

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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.

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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 employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin sex, age, disability or

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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 6 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.

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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 made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by

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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, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance

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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.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the

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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.

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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

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization

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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.

(2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

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(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.

S. Additional Terms

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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/state-agencies/travel.

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 competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and

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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. For Federally-funded awards, contractor must comply with 2 CFR §200.320(c). 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.

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v. A Contractor spending in aggregate of $10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

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.

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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 §25.300, Contractors must maintain a current unique entity identifier prior to and during the life of the Contract. Nonprofit organizations that are first-tier subrecipients for Nonprofit Security Grant Program (NSGP) funding must have a DUNS number, but are not required to be registered in SAM.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal 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 §200.327 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to $500 per federal fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

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F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting 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;

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e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

J. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

K. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at 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 .

The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

M. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

N. Intellectual Property: Any creative or literary work developed or commissioned by the Contractor with grant support provided by 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

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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.

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;

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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:

a. Items of equipment with a current per unit market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b. Items of equipment with a current per unit fair market value of $5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If

Attachment: 2021TacticalTeamGrantAgreement (RES-2021-554 : Tactical Team Grant Contract (CRS# 2702))

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-annually). While these payments are related to the particular services and outcomes defined in the 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.

⁷ Fifth Quarter Payments occur where there are scheduled payments and where there is an expectation that services will be

Attachment: 2021TacticalTeamGrantAgreement (RES-2021-554 : Tactical Team Grant Contract (CRS# 2702))

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 04/2021

Certified by - Brian Kulpa on 06/03/2021

Attachment: 2021TacticalTeamGrantAgreement (RES-2021-554 : Tactical Team Grant Contract (CRS# 2702))

Award Contract SHSP
Project No. Grantee Name
TT19-1008-E00 Amherst, Town of 06/03/2021
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.

4. Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.326 , 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Attachment: 2021TacticalTeamGrantAgreement (RES-2021-554 : Tactical Team Grant Contract (CRS# 2702))

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 contact to determine how the particular county requires reporting. Subrecipients are expected to provide DHSES upon request any data required for annual NIMS certification purposes.

E. Law Enforcement Requirements

1. Subrecipients that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation, equipment acquisition, and response functions.

2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, subrecipients will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.

3. Subrecipients further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

F. EHP Requirements

1. Subrecipients shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

2. Failure of subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings. Subrecipients must comply with all conditions placed on the project as the result of the EHP review.

3. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.

4. If ground disturbing activities occur during project implementation, subrecipients must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

5. Any activities requiring environmental and historic preservation review that have been initiated prior to FEMA approval could result in non-compliance finding. For your convenience, the screening form is available at: 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: 2021TacticalTeamGrantAgreement (RES-2021-554 : Tactical Team Grant Contract (CRS# 2702))

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.

I. National Cyber Security Review

1. Completion of the National Cybersecurity Review (NCSR) is a mandatory annual requirement under this Contract and a condition of funding. The NCSR will be open from October to December each year and enables agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each subrecipient should complete the NCSR. If there is no CIO/CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user. The Multi-State Information Sharing and Analysis Center (MS-ISAC) improves the overall cybersecurity posture of the nations state, local, tribal, territorial, nonprofit, and private sector agencies through focused cyber threat prevention, protection, response, and recovery. It is a no-cost, membership-based community that includes 24/7 cybersecurity support, analysis and monitoring, and a central location for reporting threats and suspicious activities. The MS-ISAC is available for both technical and administrative assistance on the NCSR. For more on the MS-ISAC, visit https://www.cisecurity.org/ms-isac/services/ncsr/ or email ncsr@cissecurity.org.

2. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

Attachment: 2021TacticalTeamGrantAgreement (RES-2021-554 : Tactical Team Grant Contract (CRS# 2702))

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 23416 **RESOLUTION 2021-555** **ADOPTED**

Authorization to Pay Vendor: Parise Mechanical, Inc.

Town Board Agenda Item: June 21, 2021

TO: **Town Board**

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

RE: **Authorization to Pay Vendor: Parise Mechanical, Inc.**

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

WHEREAS, the Town of Amherst had a valid contract with Parise Mechanical, Inc. for town-wide HVAC services which expired on October 1, 2020 (CRS# 962); and

WHEREAS, the Town of Amherst entered into a new contract with Parise Mechanical, Inc. for town-wide HVAC services commencing on October 26, 2020 (CRS# 2226); and

WHEREAS, the Police Department needed to service its HVAC system at the Bailey Avenue Training Facility on October 5, 2020;

WHEREAS, the work was performed in the period between the two valid contracts;

NOW THEREFORE BE IT RESOLVED that the Amherst Town Board authorizes and directs the Comptroller's Office to issue payment to Parise Mechanical, Inc. for the amount owed totaling $1,563.07.

6/21/2021
Consent

FINANCIAL IMPACT:

Amount owed: $1,563.07

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: 06/21/21 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 23417 **RESOLUTION 2021-556** **ADOPTED**

Digital Surveillance Solutions (DSS) (CRS#2709) WWTP Gate Reader and Camera Replacement

Town Board Agenda Item: June 21, 2021

TO: **Town Board**

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

RE: **Digital Surveillance Solutions (DSS) (CRS#2709) WWTP Gate Reader and Camera Replacement**

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

Thank you.

SPC:msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: June 21, 2021)**

6/21/2021
Consent

FINANCIAL IMPACT:

KP 2110 .2150 : $14,910.82

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

digital surveillance solutions

Tom Barillari

Town of Amherst
5583 Main Street
Williamsville, NY 14221

5/13/2021

Dear Tom Barillari,

Digital Surveillance Solutions, Inc. (DSS) is pleased to present this proposal for supplying, installing, and configuring IP video and access control additions. Please find the following scope of work.

Scope of work:

-Project to be completed at Amherst Waste Water Treatment Facility - 455 Tonawanda Creek Rd.
-Provide and install AWID long ranger reader and enclosure at first pole on approach to entrance gate - right side.
-Provide and install keypad reader on pedestal on entrance side near gate.
-DSS to set up card format, add users, and assign cards through excel import.
-Provide and install micronode in pit. Doors to be added to Highway department S2 system.
-DSS to provide cable for long range reader to be run by AWW.
-Connect existing cabling to micronode to open gate. Connect existing cabling for keypad reader.
-PTZ camera on building directly above current PTZ.

Optional: Replace analog camera on exit side of gate with IP camera and fence-guard detection. Camera to open gate upon vehicle approach.

Exacq Licensing for WW:
MAC Address: B0-6E-BF-CE-A8-34
Server serial number: ER1802020438

Exclusions/Out of Scope:

Attachment: DSS Contract WWTP Gate Reader & Camera Replacement (RES-2021-556 : DSS WWTP Gate Reader and Camera Replacement

digital surveillance solutions

-Amherst Waste Water to provide all network cabling and necessary conduit.
1. For long range reader, 18/4 cable provided by DSS. Cable to be run by Amherst Waste Water.
2. Cat6 for PTZ camera on back of building.
3.If optional fence-guard detection camera is installed, Amherst Waste Water to run Cat6 from camera to pit and 18/2 cable from camera to gate controls.
-DSS assumes cabling being re-used is in proper working order. If not in working order, a change order will be required to replace.
-Amherst Waste Water to provide lift and operator for camera installation.
-Town of Amherst to provide excel spreadsheet of all users to be added to system. Both Amherst WW and Amherst PD.
-120V power at pole.
-Network connectivity with high PoE (60W).

Assumptions:

1. All conduit pathways, cable pathways and critical points of access must be provided and accessible at time of work.
2. All work shall be performed Monday-Friday during normal business hours (7:00am to 5:00pm).
3. Parking on site shall be provided by client at no cost.
4. Town of Amherst will provide free and clear access to all working areas.
5. A point of contact (POC) and site access to necessary areas must be provided prior to arrival to the jobsite. This includes all areas to be under surveillance, data center(s), wiring closets and mechanical rooms and any other areas that could impact the deployment of the Access Control System. The POC will be the person to whom all DSS communication will be addressed and who has the authority to act for Town of Amherst in all aspects of the project. POC responsibilities includes:

    a. Serve as the interface between Digital Surveillance Solutions, Inc. and Town of Amherst
    b. Identify, schedule and confirm availability of support staff and management for onsite meetings (if necessary) and training.
    c. Schedule meeting/training rooms as necessary.
    d. Work with Digital Surveillance Solutions to administer any project change orders.
    e. Obtain and provide information, data, decisions and approvals, within 1 working day of Digital Surveillance Solutions' request, unless both parties agree to an extended response time.

Attachment: DSS Contract WWTP Gate Reader & Camera Replacement (RES-2021-556 : DSS WWTP Gate Reader and Camera Replacement

digital surveillance solutions

f. Resolve deviations from project plans that may be caused by Town of Amherst
g. Help resolve project issues, and escalate issues within Town of Amherst.

6. Any down time resulting from the lack of access or if customer scope of work not completed will not be the responsibility of Digital Surveillance Solutions and is billable at current hourly labor & travel rates.
7. Any hardware not included in DSS scope of work is to be functional and complete. If any hardware is non-functional or not complete, a change order will be required to add additional hardware of this scope. If change order is not provided to DSS in a timely manner, additional hours will be billed at current hourly labor & travel rates.
8. Installation will conform to all State, County and local codes.
9. All electrical supply to be provided by Town of Amherst.
10. Environmental conditions required by hardware manufacturers will be maintained by Town of Amherst for the term of the system warranty. If environmental conditions required by manufacture are not maintained, repairing damage to equipment will be at the expense of the Town of Amherst.
11. Town of Amherst to collaborate with DSS on the creation of the business rules that govern the utilization of the access control system. If there is an existing system, customer will provide access database schema in csv format to expedite configuration and programming.

Terms:

1. Town of Amherst to provide an adequate path for loading equipment and materials into the facility. This includes, but not limited to, a loading dock, ramp, freight elevator, etc. Additionally, a secure location will be provided by Town of Amherst or General Contractor to store material and equipment on site during the installation process.
2. Upon delivery to customer site, Town of Amherst assumes responsibility for the safeguard and condition of all delivered materials.
3. Any damage or loss to Digital Surveillance Solutions installation by others will be billed to client. DSS will not make any corrections to damage until written approval has been provided to DSS by Town of Amherst with signature of authorized party. If authorization is not given to DSS in a timely manner, DSS will not be held responsible for any delays.
4. Town of Amherst is responsible for removal of old product, which may include but not limited to, door hardware, cabling, recording equipment, i.e. DVRs, servers, etc.

Warranty:

Attachment: DSS Contract WWTP Gate Reader & Camera Replacement (RES-2021-556 : DSS WWTP Gate Reader and Camera Replacement

digital surveillance solutions

1. Digital Surveillance Solutions provides a sixty (60) day warranty on labor.
2. Warranty will begin upon completion of DSS scope items. Warranty will not be delayed due to system dependencies not in scope for DSS. Multi phased projects will have warranties that commence at completion of each phase.
3. Equipment warranty is established by the manufacturers unless specified otherwise in the scope of work.
4. Should any defects develop during the warranty period due to workmanship or equipment failure, Digital Surveillance Solutions shall repair to original working order at no expense to client.

Warranty exclusions:

1. Customer furnished equipment, cables, or connectors.
2. Modification of system by others without the written consent and approval by Digital Surveillance Solutions. Modification(s) of the system by any vendor without written consent of Digital Surveillance Solutions will render the warranty null and void. Repairs and replacements will be subject to Time & Materials at Digital Surveillance Solutions current labor rates at the time of repairs.
3. System abuse or misuse.
4. Floods, fires, earthquakes, lightning strikes, or other events beyond the control of Digital Surveillance Solutions.
5. Environmental conditions required by hardware manufacturers will be maintained by Town of Amherst for the term of the system warranty. If environmental conditions required by manufacture are not maintained, repairing damage to equipment will be at the expense of the Town of Amherst.

I appreciate the opportunity to submit this proposal. If you have any questions, comments, or require further details, feel free to contact me.

Best Regards,

Jessica Hendler
Digital Surveillance Solutions
485 Cayuga Road
Buffalo, NY 14225

Attachment: DSS Contract WWTP Gate Reader & Camera Replacement (RES-2021-556 : DSS WWTP Gate Reader and Camera Replacement

dss
digital surveillance solutions

Gate Reader and Camera Replacement

Prepared For:
Tom Barillari
Town of Amherst
5583 Main Street
Williamsville, NY 14221
United States
tbarillari@apdny.org

Prepared By:
Jessica Hendler
Digital Surveillance Solutions, Inc.
485 Cayuga Road
Buffalo, NY 14225
jessicah@dssvideo.com
716-597-0369

Quote #	Sales Rep	State Contract
DSSQ3591	Jessica Hendler	PT68787

Item Number		Description	QTY	Unit Price	Total Price
SVP-14127	DDB Unlimited	15"H x 13"W x 8"D Enclosure	1	$316.80	$316.8
ZZ-4SQUARE-P	DDB Unlimited	4 Square Outlet ZZ-4SQUARE-P	1	$43.20	$43.2
F-15-115T	DDB Unlimited	115V 110CFM Fan Kit with Thermostat	1	$96.96	$96.9
S2-MNP	S2	2 reader inputs, 4 supervised inputs, 4 relay outputs, and 1 temperature input in wall mount enclosure. 12 VDC/PoE/PoE Plus.	1	$1,245.00	$1,245.0
921NTNNEK0002T	HID	RDR, RK40, ICLASS, SE E, LF OFF, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, KPF, BFFRD 1 TO 5 KEYS, PAR, USER ENTRD FC, 26-BIT MSG, IPM OFF	1	$402.40	$402.4
WSHLDMT-CLR	HID	CARD HOLDER PACK, WINDSHIELD MOUNT, CLEAR, PACK OF 10 CARD HOLDERS	10	$65.92	$659.2
5302F1 0021000	Belden	4 #18 PVC FS PVC	1,000	$0.49	$490.0
C601100007	Belden	PATCHCORD BCAT6 CMR BLK 7FT	1	$10.45	$10.4
01442-004	Axis	AXIS Q6215-LE 60HZ	1	$3,289.06	$3,289.0
01445-001	Axis	AXIS T94J01A WALL MOUNT GREY	1	$215.26	$215.2
5010-641	Axis	AXIS T95A64 BRACKET CORNER	1	$83.66	$83.6
EVIP-01	Exacq	PROFESSIONAL IP Camera license, per camera. Includes 1 year of software updates or 3 years (5 years on Z-Series) when purchased with an exacqVision server.	1	$159.60	$159.6

Attachment: DSS Contract WWTP Gate Reader & Camera Replacement (RES-2021-556 : DSS WWTP Gate Reader and Camera Replacement

Item Number		Description	QTY	Unit Price	Total Price
DSS Labor					
Physical AC SystemTech	DSS Labor	Install long-range reader and enclosure. Prevailing wage.	6	$125.00	$750.0
Physical AC SystemTech	DSS Labor	Install keypad reader on pedestal. Prevailing wage.	2	$125.00	$250.0
Physical AC SystemTech	DSS Labor	Install Micronode. Add to S2. Connect existing cabling to micronode to open gate. Prevailing wage.	2	$125.00	$250.0
Physical AC SystemTech	DSS Labor	Exterior camera install. Adding to Exacq. Prevailing wage.	6	$125.00	$750.0
Physical AC SystemTech	DSS Labor	Cable terminations. Prevailing wage.	1	$125.00	$125.0
Offsite Integration/Maintenance	DSS Labor	Offsite camera configuration and testing. Offsite S2 configuration and testing.	4	$125.00	$500.0
Offsite Integration/Maintenance	DSS Labor	Set up card format, add users, and assign cards through excel import.	2	$125.00	$250.0
Project/Program Manager	DSS Labor	Oversees all onsite work.	6	$125.00	$750.0
Optional Camera Replacement					
01054-001	Axis	AXIS P1447-LE	1	$704.06	$704.0
01164-001	Axis	AXIS T91B47 100-410MM	1	$79.90	$79.9
EVIP-01	Exacq	PROFESSIONAL IP Camera license, per camera. Includes 1 year of software updates or 3 years (5 years on Z-Series) when purchased with an exacqVision server.	1	$159.60	$159.6
Physical AC SystemTech	DSS Labor	Exterior camera install. Adding to Exacq. Prevailing wage.	4	$125.00	$500.0
Offsite Integration/Maintenance	DSS Labor	Offsite camera configuration and testing. Set up Fence-Guard detection to open gate upon vehicle approach.	4	$125.00	$500.0
Not on State Contract - Long Range Reader & Cards					
LR-3000-B-U	AWID	LR-3000 WHITE, AWID LOGO, LONG RANGE READER	1	$2,031.59	$2,031.5
PS-1233A-0-0	AWID	AWID Power Supply 12VDC 3.3A	1	$43.19	$43.1
LR-MB-0-0	AWID	MOUNTING BRACKET FOR LRREADERS	1	$55.89	$55.8
CS-UHF-0-0	AWID	AWID Clamshell Card	100	$2.00	$200.0

Attachment: DSS Contract WWTP Gate Reader & Camera Replacement (RES-2021-556 : DSS WWTP Gate Reader and Camera Replacement

Item Number	Description	QTY	Unit Price	Total Price

SUBTOTAL	$14,910.82
SALES TAX	$0.00
Optional Item Total	$0
TOTAL	$14,910

Taxes, shipping, handling and other fees may apply. DSS reserves the right to cancel orders arising from pricing or other err

By signing below, I hereby acknowledge and accept all terms set forth by this scope of work and proposal:

Jessica Hollis — Signature

6/8/2021 — Date

Attachment: DSS Contract WWTP Gate Reader & Camera Replacement (RES-2021-556 : DSS WWTP Gate Reader and Camera Replacement

digital surveillance solutions
485 Cayuga Road
Buffalo, NY 14225

Addendum C - Requirements for End User provided cabling & switches

End User Responsibilities when Cabling and/or Providing Network Switches:

Ethernet cable CAT 5E or CAT 6 (shielded preferred) to be pulled from nearest wiring closest to the camera mount location.

Cable to be terminated at the rack in a patch panel and in a one-port keystone jack at the camera location.

Cable to be properly labeled at both ends.

Cable to be tested for good terminations and cable continuity and cable length requirements. Test results to be shared with DSS prior to scheduling onsite work.

Cable termination points to be marked at the camera location. For example, a small colored sticker will indicate a termination point above a ceiling tile. If DSS can't determine the cable termination point, then a change order will ensue if DSS incurs labor overrun.

End user will supply 5-7' patch cables for each camera termination point and the patch panel to switch unless otherwise specified in DSS proposal.

End user will supply ethernet switches in wiring closets with appropriate port count, Power over Ethernet, and appropriate backbone bandwidth from closets back to central recording points.

POC will provide appropriate IP addressing scheme prior to DSS arriving at the installation site. A DSS project coordinator will request this information in advance of install from POC.

If a security VLAN will be used to segment camera traffic, it will be configured on switches and routing rules complete prior to DSS coming to site.

DSS Responsibilities' for End user provided Cabling and/or Network Switches:

After DSS is notified that cabling is complete, a DSS project coordinator (PC) will visit the customer site to spot test and verify:

- Cables are properly terminated, labeled and have adequate bandwidth capability.
- Cable termination points at cameras are properly marked and easily found.
- Network switches are in place; ports are patched and ready and that network and security VLAN is operating as expected.
- If cabling and network is confirmed ready, the DSS PC will notify DSS management that site is ready for install and the install will be scheduled.
- If the DSS PC finds any problems with the cabling or network readiness, the PC will report this to the end user POC or designee and DSS will await notification that the problems have been remedied.

Attachment: DSS Contract WWTP Gate Reader & Camera Replacement (RES-2021-556 : DSS WWTP Gate Reader and Camera Replacement

digital surveillance solutions

Digital Surveillance Solutions

Jessica Hendler

May 13, 2021

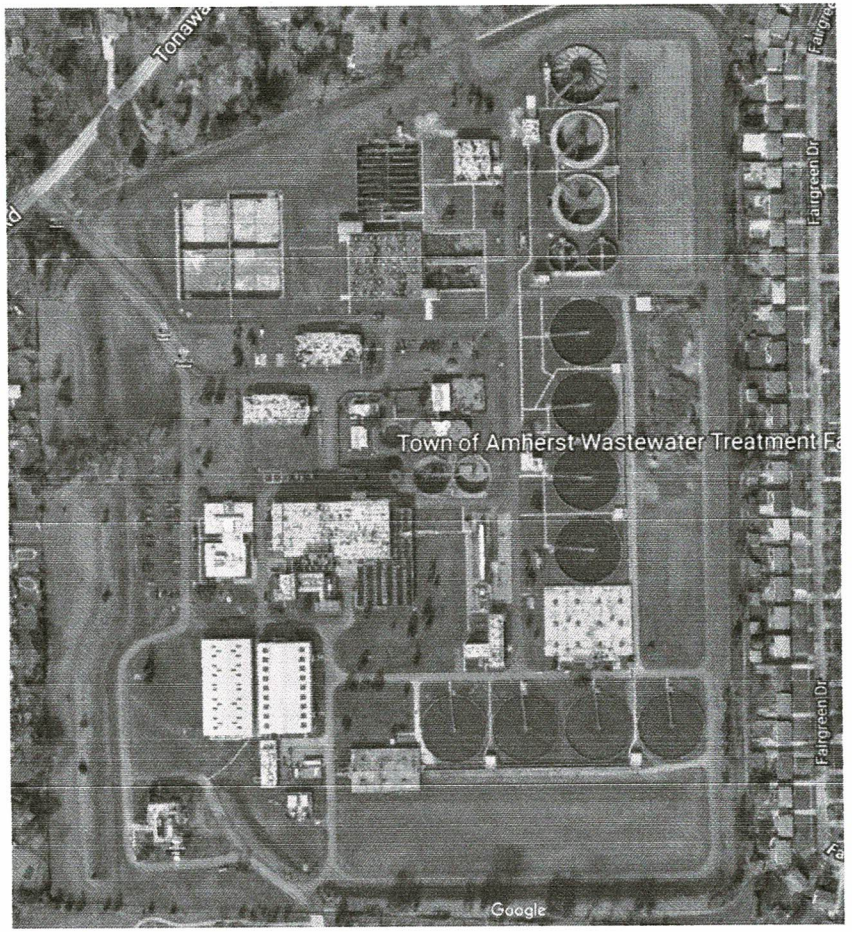
Site: Town of Amherst Waste Water Treatment Facility

Amherst,New York,

Survey: Town of Amherst Waste Water Treatment Facility

Attachment: DSS Contract WWTP Gate Reader & Camera Replacement (RES-2021-556 : DSS WWTP Gate Reader and Camera Replacement

Survey Overview



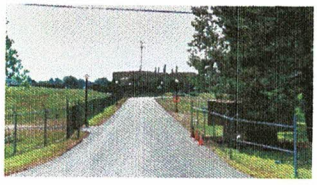
Survey Layout

Packet Pg. 450
12.Q.3.a
Attachment: DSS Contract WWTP Gate Reader & Camera Replacement (RES-2021-556 : DSS WWTP Gate Reader and Camera Replacement

PHOTO TOUR

Access Control

Reader



Long Range Reader
AWID
LR-3000-B-U

Attachment: DSS Contract WWTP Gate Reader & Camera Replacement (RES-2021-556 : DSS WWTP Gate Reader and Camera Replacement

Attachment: DSS Contract WWTP Gate Reader & Camera Replacement (RES-2021-556 : DSS WWTP Gate Reader and Camera Replacement

Consultant Major Exposure Addendum to Contract

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Consultants or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-

Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Consultant, in accordance with its status as an independent Consultant, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

Attachment: DSS Contract WWTP Gate Reader & Camera Replacement (RES-2021-556 : DSS WWTP Gate Reader and Camera Replacement

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:

Digital Surveillance Solutions
Print Name of Company

By: Jessica Hendler
Signature

Jessica Hendler
Printed name

Date: 6/8/2021

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: DSS Contract WWTP Gate Reader & Camera Replacement (RES-2021-556 : DSS WWTP Gate Reader and Camera Replacement

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: Digital Surveillance Solutions, Inc.

Signature: Jessica Heuller

Print Name: Jessica Hendler

Title: Account Manager

Date: 10/8/2021

Sworn To Before Me This

8th Day of June, 2021

Notary Public

RAEANN J. JAKUBOWSKI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01JA6309956
Qualified in Erie County
Commission Expires 08/18/20 22

Revised 4.2017

Attachment: DSS Contract WWTP Gate Reader & Camera Replacement (RES-2021-556 : DSS WWTP Gate Reader and Camera Replacement

AGREEMENT

Let this document stand as an Agreement between Digital Surveillance Solutions, Inc. and the Town of Amherst permitting the Town of Amherst to utilize the NYSOGS Contract PT68787, Group 77201, Award 23150 to purchase the security camera licenses and software updates as stated on the attached Digital Surveillance Solutions, Inc. quote # DSSQ3339. The term of this contract will be from date of execution by the Town of Amherst through February 12, 2022.

Agreed to and Accepted by:

DIGITAL SURVEILLANCE SOLUTIONS, INC.

By: Jessica Hendler
Signature

Jessica Hendler
Printed name

Account Manager
Title

Date: 6/8/2021

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: DSS Contract WWTP Gate Reader & Camera Replacement (RES-2021-556 : DSS WWTP Gate Reader and Camera Replacement

ACORD CERTIFICATE OF LIABILITY INSURANCE

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).

716-633-1313

PRODUCER
Gugino Insurance Agency, Inc.
5707 Main Street
Williamsville, NY 14221
Alayne M. Donner

CONTACT NAME: Alayne M. Donner
PHONE (A/C, No, Ext): 716-633-1313
FAX (A/C, No): 716-631-5770
E-MAIL ADDRESS: adonner@guginoagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins Co	18058
INSURER B : Merchants Preferred Insurance	12901
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Digital Surveillance Solutions Inc.
485 Cayuga Road
Buffalo, NY 14225

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR	X		PHPK2238095	03/01/2021	03/01/2022	EACH OCCURRENCE	$ 1,000,00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,00
							MED EXP (Any one person)	$ 10,00
							PERSONAL & ADV INJURY	$ 1,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,00
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,00
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,00
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [X] SCHEDULED AUTOS			CAP9269147	03/01/2021	03/01/2022	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 5,000,00
	EXCESS LIAB [ ] CLAIMS-MADE			PHUB756630	03/01/2021	03/01/2022	AGGREGATE	$ 5,000,00
	DED [X] RETENTION $ 10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional			PHSD1448577	06/01/2020	06/01/2021	Per Claim	2,000,0
							Aggregate	2,000,0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as an additional insured on a Primary and Non-contributory basis under the General Liability section per written contract. Umbrella follows form, General Liability CG000010413 and PI-GLD-SGNY.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED I ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Alayne M. Donner

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The ACORD name and logo are registered marks of ACORD

Attachment: DSS Contract WWTP Gate Reader & Camera Replacement (RES-2021-556 : DSS WWTP Gate Reader and Camera Replacement

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)
DIGITAL SURVEILLANCE SOLUTIONS, INC.
485 CAYUGA RD
BUFFALO, NY 14225

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
716-597-0369

1c. Federal Employer Identification Number of Insured or Social Security Number
20-0886315

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Williamsville, NY 14221

3a. Name of Insurance Carrier
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box "1a"
34078-01

3c. Policy effective period
5/1/2008 to 9/30/2021

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 10/1/2020 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be 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: DSS Contract WWTP Gate Reader & Camera Replacement (RES-2021-556 : DSS WWTP Gate Reader and Camera Replacement

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 b sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier o 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 whil 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: DSS Contract WWTP Gate Reader & Camera Replacement (RES-2021-556 : DSS WWTP Gate Reader and Camera Replacement

NYSIF
New York State Insurance Fund

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^ 200886315

KEEVILY, SPERO-WHITELAW INC.
500 MAMARONECK AVENUE
HARRISON NY 10528

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
DIGITAL SURVEILLANCE SOLUTIONS, INC. 485 CAYUGA RD BUFFALO NY 14225	TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
G 2354 271-5	683831	11/01/2020 TO 11/01/2021	10/19/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2354 271-5, 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.

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: 292974848

0000000000086818416

Attachment: DSS Contract WWTP Gate Reader & Camera Replacement (RES-2021-556 : DSS WWTP Gate Reader and Camera Replacement

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 23419 **RESOLUTION 2021-557** **ADOPTED**

Digital Surveillance Solutions (DSS) (CRS#2711) Town Hall Access Control

Town Board Agenda Item: June 21, 2021

TO: **Town Board**

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

RE: **Digital Surveillance Solutions (DSS) (CRS# 2711)**
Town Hall Access Control

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

Thank you.

SPC: msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: June 21, 2021)**

6/21/2021
Consent

FINANCIAL IMPACT:

KP 2110 .2150: $21,260.04

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

digital surveillance solutions

Tom Barillari

Town of Amherst
5583 Main Street
Williamsville, NY 14221

5/24/2021

Dear Tom Barillari,

Digital Surveillance Solutions, Inc. (DSS) is pleased to present this proposal for supplying, installing, and configuring access control additions. Please find the following scope of work.

Scope of work:

All work to be completed at Amherst Town Hall - 5583 Main Street Williamsville.

-Provide and install
Front entrance: maglock, Push to Exit button, REX and keypad reader.
IT room & two side entrances - strikes, door contacts, REXs and keypad readers.
-Provide and install S2 node.
-Provide and install power supply.
-Provide and install battery backup for power supply.
-Access control cabling to each door.
-Doors to be added to Highway department S2 system.
(D319CB15-B0DC8C9F-2E1F6D50-AAD88DC8-9F5D9144)

Exclusions/Out of Scope:

-Town of Amherst to provide all network cabling and necessary conduit.
-Network connectivity.
-Town of Amherst to provide access to IT closets, ceilings, and/or any building location necessary to perform work.
-Town of Amherst to provide adequate space for S2 node and power supply. Ladder to be moved.
-120V power.
-Town of Amherst to replace IT room handle.
-Town of Amherst to provide excel spreadsheet of all users to be added to system. Both Town Hall and Amherst PD.

Attachment: DSS Town Hall Access Control (RES-2021-557 : DSS Town Hall Access Control (CRS# 2711))

digital surveillance solutions

Assumptions:

1. All conduit pathways, cable pathways and critical points of access must be provided and accessible at time of work.
2. All work shall be performed Monday-Friday during normal business hours (7:00am to 5:00pm).
3. Parking on site shall be provided by client at no cost.
4. Town of Amherst will provide free and clear access to all working areas.
5. A point of contact (POC) and site access to necessary areas must be provided prior to arrival to the jobsite. This includes all areas to be under surveillance, data center(s), wiring closets and mechanical rooms and any other areas that could impact the deployment of the Access Control System. The POC will be the person to whom all DSS communication will be addressed and who has the authority to act for Town of Amherst in all aspects of the project. POC responsibilities includes:

    a. Serve as the interface between Digital Surveillance Solutions, Inc. and Town of Amherst
    b. Identify, schedule and confirm availability of support staff and management for onsite meetings (if necessary) and training.
    c. Schedule meeting/training rooms as necessary.
    d. Work with Digital Surveillance Solutions to administer any project change orders.
    e. Obtain and provide information, data, decisions and approvals, within 1 working day of Digital Surveillance Solutions' request, unless both parties agree to an extended response time.
    f. Resolve deviations from project plans that may be caused by Town of Amherst
    g. Help resolve project issues, and escalate issues within Town of Amherst.

6. Any down time resulting from the lack of access or if customer scope of work not completed will not be the responsibility of Digital Surveillance Solutions and is billable at current hourly labor & travel rates.
7. Any hardware not included in DSS scope of work is to be functional and complete. If any hardware is non-functional or not complete, a change order will be required to add additional hardware of this scope. If change order is not provided to DSS in a timely manner, additional hours will be billed at current hourly labor & travel rates.
8. Installation will conform to all State, County and local codes.
9. All electrical supply to be provided by Town of Amherst.
10. Environmental conditions required by hardware manufacturers will be maintained by Town of Amherst for the term of the system warranty. If

Attachment: DSS Town Hall Access Control (RES-2021-557 : DSS Town Hall Access Control (CRS# 2711))

digital surveillance solutions

environmental conditions required by manufacture are not maintained, repairing damage to equipment will be at the expense of the Town of Amherst.

11. Town of Amherst to collaborate with DSS on the creation of the business rules that govern the utilization of the access control system. If there is an existing system, customer will provide access database schema in csv format to expedite configuration and programming.

Terms:

1. Town of Amherst to provide an adequate path for loading equipment and materials into the facility. This includes, but not limited to, a loading dock, ramp, freight elevator, etc. Additionally, a secure location will be provided by Town of Amherst or General Contractor to store material and equipment on site during the installation process.
2. Upon delivery to customer site, Town of Amherst assumes responsibility for the safeguard and condition of all delivered materials.
3. Any damage or loss to Digital Surveillance Solutions installation by others will be billed to client. DSS will not make any corrections to damage until written approval has been provided to DSS by Town of Amherst with signature of authorized party. If authorization is not given to DSS in a timely manner, DSS will not be held responsible for any delays.
4. Town of Amherst is responsible for removal of old product, which may include but not limited to, door hardware, cabling, recording equipment, i.e. DVRs, servers, etc.

Warranty:

1. Digital Surveillance Solutions provides a sixty (60) day warranty on labor.
2. Warranty will begin upon completion of DSS scope items. Warranty will not be delayed due to system dependencies not in scope for DSS. Multi phased projects will have warranties that commence at completion of each phase.
3. Equipment warranty is established by the manufacturers unless specified otherwise in the scope of work.
4. Should any defects develop during the warranty period due to workmanship or equipment failure, Digital Surveillance Solutions shall repair to original working order at no expense to client.

Warranty exclusions:

1. Customer furnished equipment, cables, or connectors.
2. Modification of system by others without the written consent and approval by Digital Surveillance Solutions. Modification(s) of the system by any vendor

Attachment: DSS Town Hall Access Control (RES-2021-557 : DSS Town Hall Access Control (CRS# 2711))

digital surveillance solutions

without written consent of Digital Surveillance Solutions will render the warranty null and void. Repairs and replacements will be subject to Time & Materials at Digital Surveillance Solutions current labor rates at the time of repairs.

3. System abuse or misuse.
4. Floods, fires, earthquakes, lightning strikes, or other events beyond the control of Digital Surveillance Solutions.
5. Environmental conditions required by hardware manufacturers will be maintained by Town of Amherst for the term of the system warranty. If environmental conditions required by manufacture are not maintained, repairing damage to equipment will be at the expense of the Town of Amherst.

I appreciate the opportunity to submit this proposal. If you have any questions, comments, or require further details, feel free to contact me.

Best Regards,

Jessica Hendler
Digital Surveillance Solutions
485 Cayuga Road
Buffalo, NY 14225

Attachment: DSS Town Hall Access Control (RES-2021-557 : DSS Town Hall Access Control (CRS# 2711))

digital surveillance solutions

Town Hall Access Control

Prepared For:

Tom Barillari
Town of Amherst
5583 Main Street
Williamsville, NY 14221
United States
tbarillari@apdny.org

Prepared By:

Jessica Hendler
Digital Surveillance Solutions, Inc.
485 Cayuga Road
Buffalo, NY 14225
jessicah@dssvideo.com
716-597-0369

Quote #	Sales Rep	State Contract
DSSQ3599	Jessica Hendler	PT68787

Item Number		Description	QTY	Unit Price	Total Price
S2-NN-E2R-WM	S2	Wall mount enclosure with (1) S2 ACM blade and 6 available expansion slots.	1	$2,062.50	$2,062.50
S2-ACM	S2	Access control application extension blade with support for 2 OSDP or 2 Wiegand readers, 4 inputs and 4 outputs.	1	$693.00	$693.00
AL600ULACM	Altronix	6A 12/24 VDC UL SPLY W/ACM8	1	$436.83	$436.83
BT1212	Altronix	12V/12AH BATTERY	1	$81.48	$81.48
BT124	Altronix	12V/4AH BATTERY	1	$28.86	$28.86
710916OR	Paige Cabling	CAT 6 JACK ORANGE 568AB 90 DG WL B6KJ-OR	1	$1.67	$1.67
71065407YW	Paige Cabling	7' CAT 6 PATCH CABLE MOLDED YELLOW WL PC6-YL-07	1	$2.60	$2.60
4467030-S	Windy City Wire	4 Element Composite Cable PLNM	1,250	$2.53	$3,162.50
Front Entrance					
M32D	Securitron	M32 LOCK 12/24VDC WITH DOOR POSITION SWITCH	1	$320.60	$320.60
ASB-32CL	Securitron	ALUM SPACER BRKT MOD 32 CLEAR	1	$34.30	$34.30
EEB2	Securitron	EMERGENCY EXIT BUTTON 30 SEC TIMER 1-GANG, SPST	1	$106.40	$106.40
XMS	Securitron	EXIT MOTION SENSOR, 12/24 VOLT DC	1	$168.70	$168.70
921NTNNEK0002T	HID	RDR, RK40, ICLASS, SE E, LF OFF, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, KPF, BFFRD 1 TO 5 KEYS, PAR, USER ENTRD FC, 26-BIT MSG, IPM OFF	1	$402.40	$402.40

Attachment: DSS Town Hall Access Control (RES-2021-557 : DSS Town Hall Access Control (CRS# 2711))

Item Number		Description	QTY	Unit Price	Total
Side Entrance - From parking lot					
7100-510-335-07	Adams Rite	ELECTRIC STRIKE	1	$207.90	$207.90
DPS-M-BK	Security Door Controls	Door Position Switch Black Metal	1	$22.40	$22.40
XMS	Securitron	EXIT MOTION SENSOR, 12/24 VOLT DC	1	$168.70	$168.70
921NTNNEK0002T	HID	RDR, RK40, ICLASS, SE E, LF OFF, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, KPF, BFFRD 1 TO 5 KEYS, PAR, USER ENTRD FC, 26-BIT MSG, IPM OFF	1	$402.40	$402.40
Side Entrance - Off Stairwell					
9600-630	HES	9600 SERIES ELECTRIC STRIKE 12/24 VDC #630 FINISH	1	$420.80	$420.80
DPS-M-BK	Security Door Controls	Door Position Switch Black Metal	1	$22.40	$22.40
XMS	Securitron	EXIT MOTION SENSOR, 12/24 VOLT DC	1	$168.70	$168.70
921NTNNEK0002T	HID	RDR, RK40, ICLASS, SE E, LF OFF, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, KPF, BFFRD 1 TO 5 KEYS, PAR, USER ENTRD FC, 26-BIT MSG, IPM OFF	1	$402.40	$402.40
IT Room					
1600-CS-630	HES	1600 Series Electric Strike, Complete Pac for Latchbolts & Deadbolts, Satin Stainless Steel	1	$492.00	$492.00
DPS-M-BK	Security Door Controls	Door Position Switch Black Metal	1	$22.40	$22.40
XMS	Securitron	EXIT MOTION SENSOR, 12/24 VOLT DC	1	$168.70	$168.70
921NTNNEK0002T	HID	RDR, RK40, ICLASS, SE E, LF OFF, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, KPF, BFFRD 1 TO 5 KEYS, PAR, USER ENTRD FC, 26-BIT MSG, IPM OFF	1	$402.40	$402.40
Cards/FOBs					
2100PGGMN	HID	COMPOSITE ICLASS, 2K/2, PROG, F-GLOSS, F-GLOSS, MATCHING#	100	$4.36	$436.00
2050PNNMN	HID	ICLASS KEYFOB 2K/2, PROG ICLASS, BLACK W/BLUE HID, MATCH ICLASS #	100	$5.46	$546.00

Attachment: DSS Town Hall Access Control (RES-2021-557 : DSS Town Hall Access Control (CRS# 2711))

Item Number	Description		QTY	Unit Price	Total
DSS Labor					
Physical AC SystemTech	DSS Labor	Install maglock, reader, Push to Exit button, and Request to Exit. Configuration of new portals in S2. Run conduit as needed. Prevailing wage.	10	$125.00	$1,250.00
Physical AC SystemTech	DSS Labor	Install strike, reader, DC, and Request to Exit. Configuration of new portals in S2. Run conduit as needed. Prevailing wage.	21	$125.00	$2,625.00
Physical AC SystemTech	DSS Labor	Install node. Add to S2. Install power supply and battery backup. Prevailing wage.	4	$125.00	$500.00
Physical AC SystemTech	DSS Labor	Terminate to S2 Node and wire devices. Prevailing wage.	8	$125.00	$1,000.00
Physical AC SystemTech	DSS Labor	Access control cable runs and terminations. Run cabling from door to devices. Prevailing wage.	24	$125.00	$3,000.00
Offsite Integration/Maintenance	DSS Labor	Offsite configuration and testing.	6	$125.00	$750.00
Offsite Integration/Maintenance	DSS Labor	Set up card format, add users, and assign cards through excel import.	2	$125.00	$250.00
Project/Program Manager	DSS Labor	Oversees all onsite work.	4	$125.00	$500.00

SUBTOTAL	$21,260.04
SALES TAX	$0.00
Optional Item Total	$0.00
TOTAL	$21,260.04

Taxes, shipping, handling and other fees may apply. DSS reserves the right to cancel orders arising from pricing or other errors

By signing below, I hereby acknowledge and accept all terms set forth by this scope of work and proposal:

Jessica Heller — Signature

6/8/2021 — Date

Attachment: DSS Town Hall Access Control (RES-2021-557 : DSS Town Hall Access Control (CRS# 2711))



Digital Surveillance Solutions

Jessica Hendler

May 20, 2021

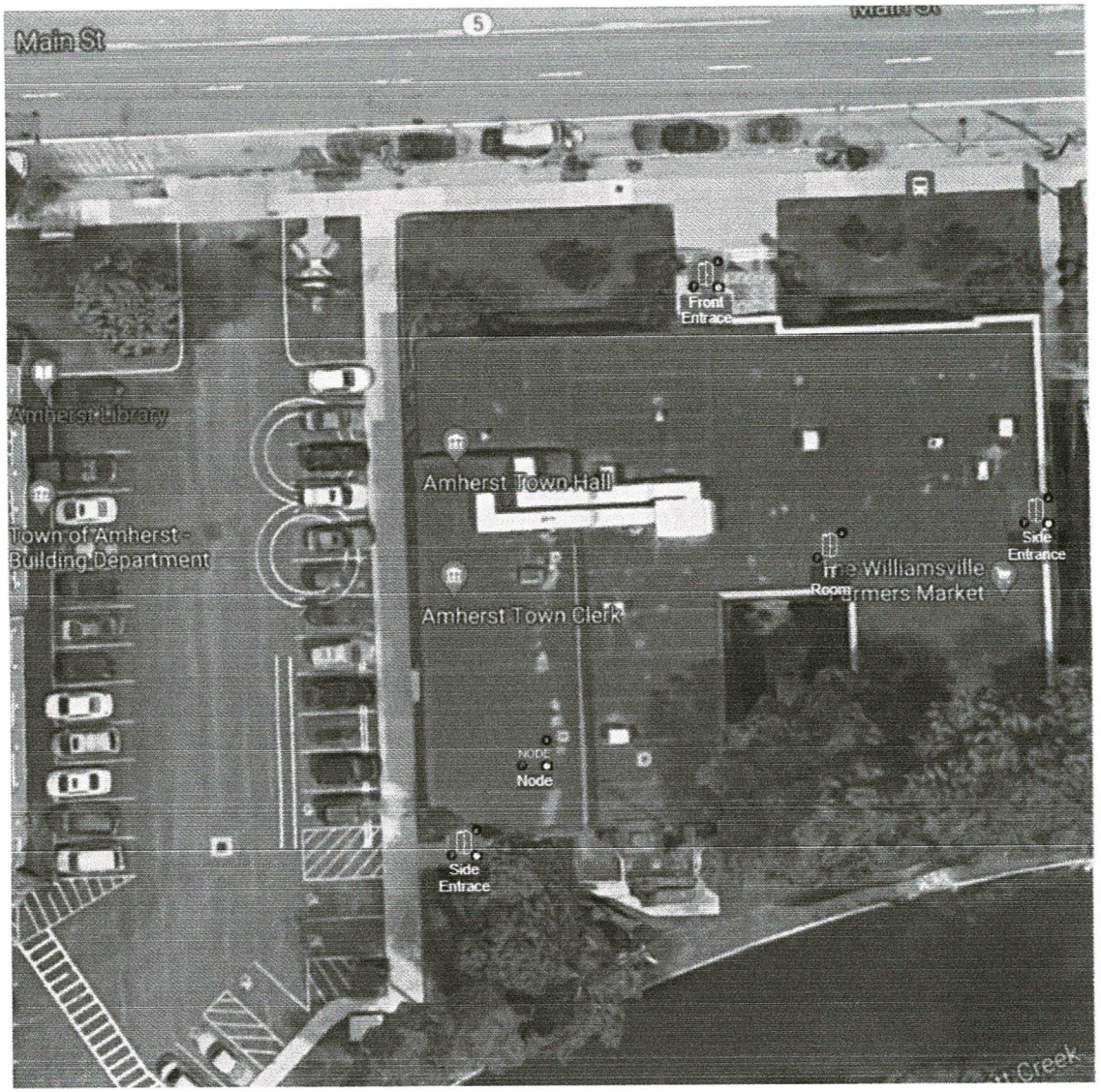
Site: Amherst Town Hall

5583 Main Street Williamsville,NY,14221

Survey: Town Hall

Attachment: DSS Town Hall Access Control (RES-2021-557 : DSS Town Hall Access Control (CRS# 2711))

Survey Overview



Survey Layout

PHOTO TOUR

Access Control

Front



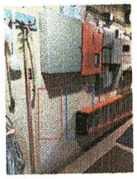
Single Door

Front



Single Door

Node



Node
S2
S2-NN-E2R-WM

Side



Single Door

Side



Single Door

Attachment: DSS Town Hall Access Control (RES-2021-557 : DSS Town Hall Access Control (CRS# 2711))

AGREEMENT

Let this document stand as an Agreement between Digital Surveillance Solutions, Inc. and the Town of Amherst permitting the Town of Amherst to utilize the NYSOGS Contract PT68787, Group 77201, Award 23150 to purchase the security camera licenses and software updates as stated on the attached Digital Surveillance Solutions, Inc. quote # DSSQ3339. The term of this contract will be from date of execution by the Town of Amherst through February 12, 2022.

Agreed to and Accepted by:

DIGITAL SURVEILLANCE SOLUTIONS, INC.

By: Jessica Hendler
Signature

Jessica Hendler
Printed name

Account Manager
Title

Date: 6/8/2021

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: DSS Town Hall Access Control (RES-2021-557 : DSS Town Hall Access Control (CRS# 2711))

Consultant Major Exposure Addendum to Contract

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Consultants or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-

Attachment: DSS Town Hall Access Control (RES-2021-557 : DSS Town Hall Access Control (CRS# 2711))

Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Consultant, in accordance with its status as an independent Consultant, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

Attachment: DSS Town Hall Access Control (RES-2021-557 : DSS Town Hall Access Control (CRS# 2711))

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:

Digital Surveillance Solutions
Print Name of Company

By: Jessica Hendler
Signature

Jessica Hendler
Printed name

Date: 6/8/2021

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: DSS Town Hall Access Control (RES-2021-557 : DSS Town Hall Access Control (CRS# 2711))

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: Digital Surveillance Solutions, Inc.

Signature: Jessica Heuller

Print Name: Jessica Heuller

Title: Account Manager

Date: 10/8/2021

Sworn To Before Me This

8th Day of June, 2021

Notary Public

RAEANN J. JAKUBOWSKI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01JA6309956
Qualified in Erie County
Commission Expires 08/18/20 22

Revised 4.2017

Attachment: DSS Town Hall Access Control (RES-2021-557 : DSS Town Hall Access Control (CRS# 2711))

DIGIT-1

OP ID: AMD

DATE (MM/DD/YYYY) 02/23/2

12.Q.4.a

CERTIFICATE OF LIABILITY INSURANCE

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).

716-633-1313

PRODUCER
Gugino Insurance Agency, Inc.
5707 Main Street
Williamsville, NY 14221
Alayne M. Donner

CONTACT NAME: Alayne M. Donner
PHONE (A/C, No, Ext): 716-633-1313
FAX (A/C, No): 716-631-5770
E-MAIL ADDRESS: adonner@guginoagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins Co	18058
INSURER B : Merchants Preferred Insurance	12901
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Digital Surveillance Solutions Inc.
485 Cayuga Road
Buffalo, NY 14225

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR	X		PHPK2238095	03/01/2021	03/01/2022	EACH OCCURRENCE	$ 1,000,00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,00
							MED EXP (Any one person)	$ 10,00
							PERSONAL & ADV INJURY	$ 1,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,00
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,00
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,00
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [X] SCHEDULED AUTOS			CAP9269147	03/01/2021	03/01/2022	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 5,000,00
	EXCESS LIAB [ ] CLAIMS-MADE			PHUB756630	03/01/2021	03/01/2022	AGGREGATE	$ 5,000,00
	DED [X] RETENTION $ 10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional			PHSD1448577	06/01/2020	06/01/2021	Per Claim	2,000,0
							Aggregate	2,000,0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as an additional insured on a Primary and Non-contributory basis under the General Liability section per written contract. Umbrella follows form, General Liability CG000010413 and PI-GLD-SGNY.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED I ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Alayne M. Donner

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The ACORD name and logo are registered marks of ACORD

Attachment: DSS Town Hall Access Control (RES-2021-557 : DSS Town Hall Access Control (CRS# 2711))

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)
DIGITAL SURVEILLANCE SOLUTIONS, INC.
485 CAYUGA RD
BUFFALO, NY 14225

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
716-597-0369

1c. Federal Employer Identification Number of Insured or Social Security Number
20-0886315

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Williamsville, NY 14221

3a. Name of Insurance Carrier
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box "1a"
34078-01

3c. Policy effective period
5/1/2008 to 9/30/2021

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 10/1/2020 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be 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: DSS Town Hall Access Control (RES-2021-557 : DSS Town Hall Access Control (CRS# 2711))

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: DSS Town Hall Access Control (RES-2021-557 : DSS Town Hall Access Control (CRS# 2711))

NYSIF
New York State Insurance Fund

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^ 200886315

KEEVILY, SPERO-WHITELAW INC.
500 MAMARONECK AVENUE
HARRISON NY 10528

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
DIGITAL SURVEILLANCE SOLUTIONS, INC. 485 CAYUGA RD BUFFALO NY 14225	TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
G 2354 271-5	683831	11/01/2020 TO 11/01/2021	10/19/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2354 271-5, 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.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 292974848

0000000000086818416

Attachment: DSS Town Hall Access Control (RES-2021-557 : DSS Town Hall Access Control (CRS# 2711))

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 23420 **RESOLUTION 2021-558** **ADOPTED**

Memorandum of Understanding Use of APD Firearms Range City of Buffalo Police Department (CRS#2714)

Town Board Agenda Item: June 21, 2021

TO: **Town Board**

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

RE: **Memorandum of Understanding**
Use of APD Firearms Range
City of Buffalo Police Department (CRS#2714)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached Memorandum of Understanding between the Town of Amherst (Police) and the City of Buffalo Police Department with regard to the above-entitled matter. Approval of this MOU is contingent upon the successful completion of the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: June 21, 2021)**

6/21/2021
Consent

FINANCIAL IMPACT:

A 3120 .05001: Revenue

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

MEMORANDUM OF UNDERSTANDING
BETWEEN TOWN OF AMHERST POLICE DEPARTMENT
AND CITY OF BUFFALO POLICE DEPARTMENT

1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Town of Amherst, whose address is 5583 Main Street, Williamsville, New York, To of Amherst Police Department, whose address is 500 John James Audubon Pkwy. Amherst, New York 14228 (hereinafter collectively referred to as the "Town") , the City of Buffalo, whose address is 65 Niagara Square, Buffalo New York, 14202 and the City of Buffalo Police Department (hereinafter collectively referred to as "City"), whose address is 68 Court Street Buffalo, New York 14202. As used in this MOU, the term "Parties" describes the Town, th Town of Amherst Police Department, the City and the City of Buffalo Police Department.

2. Purpose. This Memorandum of Understanding (MOU) constitutes a professional service and/or shared-use agreement between the Parties, wherein the Town of Amherst Police Department will make available to th City of Buffalo Police Department, the Amherst Police Departments Firearms Range (hereinafter "Facility") located a 500 John James Audubon Pkwy. Amherst, New York 14228 for firearms and related law enforcement training as described below. The purpose of this MOU is to establish the terms and conditions for use of the Town of Amherst Police Department Firearms Range by the City of Buffalo Police Department.

3. Conditions. In order for the City of Buffalo Police Department to utilize the Facility, approval must be given by the Town and the Town's Chief of Police or his designee. The City is responsible for complying with all applicable Federal, State, County, Municipal laws, ordinances, and regulations wherein the firearms range/training facility is located. The privilege granted to use the Facility will be without cost or expense to the Amherst Police Department or the Town of Amherst.

4. Use of the Facility. The Amherst Police Department agrees to allow the City of Buffalo Police Department use of the agreed upon area of the facility, which is located at 500 John James Audubon Pkwy. Amherst New York 14228 to conduct suitable training, together with the necessary rights and ingress and egress to the facility.

5. Scheduling. Scheduling for use of the Town of Amherst Police Department Firearms Range done by request in writing or email to the Chief of Police of the Amherst Police Department or his/her designee. Scheduling of the facility will be a mutually agreeable date and time. A designee of the Amherst Police Department will be responsible for maintaining a schedule of events at the facility and communicating the schedule with the parti involved.

6. Rules and Regulations. A. The City of Buffalo Police Department will use reasonable care in its use of the Facility and shall be responsible to the Town of Amherst Police Department for conducting all activities in a safe and prudent manner and so as not to endanger others while on Town of Amherst property.

Attachment: BPD APD Range MOU Final (RES-2021-558 : MOU City of Buffalo PD: Firearms Range Use)

B. The City of Buffalo Police Department shall return the Facility to the Amherst Police Depar after each use in the same condition as before its use, except for reasonable wear and tear as would be expected with the type of training done, or if it cannot do so, the City of Buffalo Police Department agrees to immediately notify the Town of Amherst Police Department in writing and be responsible to the Town of Amherst for any reasonably necessary repairs relating to the City's use of the facility. The City of Buffalo Pol Department agrees that they will financially cover the cost of materials for replacement or repairs for any reckless or unnecessary damage caused by their activities as is reasonably determined by the Amherst Police Department.

C. The City of Buffalo Police Department accepts the Facility in "as is" condition and acknowledges that the Town of Amherst makes no warranty in any manner as to the fitness of the facility for any specific purpose.

D. The City of Buffalo Police Department agrees that the Facility shall be used solely in the service fo law enforcement purposes, such as training, and to follow all posted rules and safety regulations.

E. The City of Buffalo Police Department agrees to have a qualified instructor present who has attende and completed a safety and orientation briefing presented by an Amherst Police Department Facility administrator.

F. The City of Buffalo Police Department, its agents, employees, and invitees, agree to abide by all Facility and training safety rules, which will be provided to the City prior to any training, and to attend and complete a safety briefing by a qualified instructor before each use.

G. Violations of any of the agreed upon rules and regulations, or any above stated laws, or any damag (negligent or otherwise) could result in the City of Buffalo Police Department being charged to pay for said actual and reasonable damages at the discretion of the Town and may result in the termination of this MOU fo City of Buffalo Police Department, resulting in the loss of Facility usage for the City of Buffalo Police Department.

7. <u>Acknowledgement of Risk.</u>

To the fullest extent permissible by New York State law, the City and the City of Buffalo Police Department agree to hold harmless the Town of Amherst and its officials, agents and employees, and agrees to indemnify and defend the Town of Amherst and its officials, agents and employees against any and all liability, claims or damages including reasonable attorneys' fees, arising out of the City's use of the firing range by person or persons who are officials, professionals affiliated with, or employees of the City of Buffalo and/or City of Buffalo's Police Department acting within the scope of their employment arising from any activities relating to this Agreement.

All persons being trained by the City of Buffalo Police Department, or who are at the Facility at the request or invitation of the City of Buffalo Police Department, will be at all times under the direct supervision of authorized Cit of Buffalo Police Department instructors. The City of Buffalo is self-insured and will, pursuant to the terms and conditions of the law assume financial responsibility for all claims for personal or property damage, including death, arising out of the use of the Facility by City of Buffalo Police Department employees acting in the scope of their

Attachment: BPD APD Range MOU Final (RES-2021-558 : MOU City of Buffalo PD: Firearms Range Use)

employment during the use of the property. The Town of Amherst disclaims any and all liability for damage t property owned by the City, including any vehicles (personally or agency owned) that are brought to the Facility.

The City is responsible for ensuring that all personnel using the Facility, while it is assigned to or otherwise being use by the City of Buffalo Police Department, understand and agree that the use of the Facility is an inherently dangerous activity and that in consideration for being allowed to use the Facility, each individual assumes the risk of any injurie that may occur while using the Facility. Further, the City of Buffalo Police Department is responsible for ensuring th said individuals release the Town of Amherst from any liability for injuries occurring on Town of Amherst property t the extent allowable by law.

The Town of Amherst expressly disclaims any and all liability for damage or injury to the City, its agents, employees invitees related to this MOU. The Town of Amherst shall not be liable for theft, vandalism or pilferage of the Facility or any items contained therein.

8. Term of MOU. This MOU becomes effective when approved by the parties identified below an will remain in effect for five (5) years after the agreement is signed. The parties then have the option to renew the MOU for two (2) additional, five (5) year terms. Either party may terminate this MOU upon thirty (30) days written notification to the other party. Such notice will be the subject of immediate consultation to the parties to decide upon the appropriate course of action.

9. General Provisions

A. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of New York. The courts of the State of New York shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Supreme Court, Erie County and New York State. The Town of Amherst's Chief of Police or their designees have final say on all matters pertaining to safe usage and administration at the Facility. This supersedes any and all rank or administrative titles carried by members guest agencies.

B. Entirety of Agreement. This MOU, consisting of 5 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

C. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

D. Sovereign Immunity. The City and the Town and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

Attachment: BPD APD Range MOU Final (RES-2021-558 : MOU City of Buffalo PD: Firearms Range Use)

E. Third Party Beneficiary Rights. The parties do not intend to create in any other indiv entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall insure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek a remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

F. Force Majeure. Neither the Town nor the City shall be deemed in default hereunder if either Party is prevented from performing any of the obligations by reason of strikes, labor disputes, acts of God, acts of the public enemy, acts of the government, or sabotage or any other circumstances for which it is not responsible or which are not within its control

10. Funding. The fee schedule for the Facility is listed below. The fees are necessary to maintain the Facility at a high standard. Parties will agree that any fees will be known and agree to at the time of training schedul Any fees paid by any agency constitute that agency's willingness to have a well maintained training venue and at no point will any fees paid constitute any ownership, control or unquestioned right to future use of the Facility.

Firearms Range:	$300 / half day (4 hrs.)
$75 / each additional hour scheduled	

Attachment: BPD APD Range MOU Final (RES-2021-558 : MOU City of Buffalo PD: Firearms Range Use)

11. Signatures. In witness whereof, the parties to this MOU through their duly authoriz representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

[AGENCY]

_____

[Name and Title] Date

_____

[Name and Title] Date

[AGENCY]

_____

[Name and Title] Date

_____

[Name and Title] Date

Attachment: BPD APD Range MOU Final (RES-2021-558 : MOU City of Buffalo PD: Firearms Range Use)

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 23425 **RESOLUTION 2021-559** **ADOPTED**

Digital Surveillance Solutions (DSS) (CRS#2722) Bassett Park Bathroom Readers

Town Board Agenda Item: June 21, 2021

TO: **Town Board**

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

RE: **Digital Surveillance Solutions (DSS) (CRS#2722) Bassett Park Bathroom Readers**

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

Thank you.

SPC:msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: June 21, 2021)**

6/21/2021
Consent

FINANCIAL IMPACT:

KP 2110 .2150: $9,407.11

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

digital surveillance solutions

Tom Barillari

Town of Amherst
5583 Main Street
Williamsville, NY 14221

6/8/2021

Dear Tom Barillari,

Digital Surveillance Solutions, Inc. (DSS) is pleased to present this proposal for supplying, installing, and configuring access control additions. Please find the following scope of work.

Scope of work:

-Provide and install maglocks, Push to Exit buttons, REXs and readers at bathrooms located at Bassett Park, 359 Klein Rd, Williamsville, NY 14221.
-Provide and install micronode.
-Provide and install power supply.
-Provide and install battery backup for power supply.
-Install and configure Cradlepoint router. Connect to Sophos sd-red 20 box and midspan.
-Doors to be added to Town of Amherst (Northtown Center) Youth & Rec S2 system - 448CFC15-C9DAE1A0-C558F55E-1A202A69-FA1A606F.

Exclusions/Out of Scope:

-Town of Amherst to provide Sophos sd-red 20 box.
-Town of Amherst to provide Cradlepoint TB5-600C150M-NNN.
-Town of Amherst responsible for Verizon SIM card for cell connectivity and related data charges.
-Town of Amherst to provide routing information for connectivity back to (Northtown Center) Youth & Rec S2 controller. Will need to provide prior to onsite installation.
-Town of Amherst to provide excel spreadsheet of all existing users to be added to system. Town and Amherst and Amherst PD.
-Town of Amherst responsible for assigning and programming cards of individuals not in provided spreadsheet.
-120V power.

Attachment: DSS Bassett Park Bathroom Reader (RES-2021-559 : DSS Bassett Park Bathroom Readers (CRS# 2722))

digital surveillance solutions

Assumptions:

1. All conduit pathways, cable pathways and critical points of access must be provided and accessible at time of work.
2. All work shall be performed Monday-Friday during normal business hours (7:00am to 5:00pm).
3. Parking on site shall be provided by client at no cost.
4. Town of Amherst will provide free and clear access to all working areas.
5. A point of contact (POC) and site access to necessary areas must be provided prior to arrival to the jobsite. This includes all areas to be under surveillance, data center(s), wiring closets and mechanical rooms and any other areas that could impact the deployment of the Access Control System. The POC will be the person to whom all DSS communication will be addressed and who has the authority to act for Town of Amherst in all aspects of the project. POC responsibilities includes:

    a. Serve as the interface between Digital Surveillance Solutions, Inc. and Town of Amherst
    b. Identify, schedule and confirm availability of support staff and management for onsite meetings (if necessary) and training.
    c. Schedule meeting/training rooms as necessary.
    d. Work with Digital Surveillance Solutions to administer any project change orders.
    e. Obtain and provide information, data, decisions and approvals, within 1 working day of Digital Surveillance Solutions' request, unless both parties agree to an extended response time.
    f. Resolve deviations from project plans that may be caused by Town of Amherst
    g. Help resolve project issues, and escalate issues within Town of Amherst.

6. Any down time resulting from the lack of access or if customer scope of work not completed will not be the responsibility of Digital Surveillance Solutions and is billable at current hourly labor & travel rates.
7. Any hardware not included in DSS scope of work is to be functional and complete. If any hardware is non-functional or not complete, a change order will be required to add additional hardware of this scope. If change order is not provided to DSS in a timely manner, additional hours will be billed at current hourly labor & travel rates.
8. Installation will conform to all State, County and local codes.
9. All electrical supply to be provided by Town of Amherst.

Attachment: DSS Bassett Park Bathroom Reader (RES-2021-559 : DSS Bassett Park Bathroom Readers (CRS# 2722))

digital surveillance solutions

10. Environmental conditions required by hardware manufacturers will be maintained by Town of Amherst for the term of the system warranty. If environmental conditions required by manufacture are not maintained, repairing damage to equipment will be at the expense of the Town of Amherst.
11. Town of Amherst to collaborate with DSS on the creation of the business rules that govern the utilization of the access control system. If there is an existing system, customer will provide access database schema in csv format to expedite configuration and programming.

Terms:

1. Town of Amherst to provide an adequate path for loading equipment and materials into the facility. This includes, but not limited to, a loading dock, ramp, freight elevator, etc. Additionally, a secure location will be provided by Town of Amherst or General Contractor to store material and equipment on site during the installation process.
2. Upon delivery to customer site, Town of Amherst assumes responsibility for the safeguard and condition of all delivered materials.
3. Any damage or loss to Digital Surveillance Solutions installation by others will be billed to client. DSS will not make any corrections to damage until written approval has been provided to DSS by Town of Amherst with signature of authorized party. If authorization is not given to DSS in a timely manner, DSS will not be held responsible for any delays.
4. Town of Amherst is responsible for removal of old product, which may include but not limited to, door hardware, cabling, recording equipment, i.e. DVRs, servers, etc.

Warranty:

1. Digital Surveillance Solutions provides a sixty (60) day warranty on labor.
2. Warranty will begin upon completion of DSS scope items. Warranty will not be delayed due to system dependencies not in scope for DSS. Multi phased projects will have warranties that commence at completion of each phase.
3. Equipment warranty is established by the manufacturers unless specified otherwise in the scope of work.
4. Should any defects develop during the warranty period due to workmanship or equipment failure, Digital Surveillance Solutions shall repair to original working order at no expense to client.

Warranty exclusions:

1. Customer furnished equipment, cables, or connectors.

Attachment: DSS Bassett Park Bathroom Reader (RES-2021-559 : DSS Bassett Park Bathroom Readers (CRS# 2722))

digital surveillance solutions

2. Modification of system by others without the written consent and approval by Digital Surveillance Solutions. Modification(s) of the system by any vendor without written consent of Digital Surveillance Solutions will render the warranty null and void. Repairs and replacements will be subject to Time & Materials at Digital Surveillance Solutions current labor rates at the time of repairs.
3. System abuse or misuse.
4. Floods, fires, earthquakes, lightning strikes, or other events beyond the control of Digital Surveillance Solutions.
5. Environmental conditions required by hardware manufacturers will be maintained by Town of Amherst for the term of the system warranty. If environmental conditions required by manufacture are not maintained, repairing damage to equipment will be at the expense of the Town of Amherst.

I appreciate the opportunity to submit this proposal. If you have any questions, comments, or require further details, feel free to contact me.

Best Regards,

Jessica Hendler
Digital Surveillance Solutions
485 Cayuga Road
Buffalo, NY 14225

Attachment: DSS Bassett Park Bathroom Reader (RES-2021-559 : DSS Bassett Park Bathroom Readers (CRS# 2722))

digital surveillance solutions

Bassett Park - Bathroom readers

Prepared For:
Tom Barillari
Town of Amherst
5583 Main Street
Williamsville, NY 14221
United States
tbarillari@apdny.org

Prepared By:
Jessica Hendler
Digital Surveillance Solutions, Inc.
485 Cayuga Road
Buffalo, NY 14225
jessicah@dssvideo.com
716-597-0369

Quote #	Sales Rep	State Contract
DSSQ3612	Jessica Hendler	PT68787

Item Number		Description	QTY	Unit Price	Total Price
S2-MNP	S2	2 reader inputs, 4 supervised inputs, 4 relay outputs, and 1 temperature input in wall mount enclosure. 12 VDC/PoE/PoE Plus.	1	$1,245.00	$1,245.00
AL600ULACM	Altronix	6A 12/24 VDC UL SPLY W/ACM8	1	$436.83	$436.83
BT126	Altronix	12V/7.0AH BATTERY	1	$36.22	$36.22
02172-004	Axis	AXIS 30W MIDSPAN	1	$74.26	$74.26
920PTNNEK00000	HID	RDR, RP40, MULTICLASS, SE REV E, STD PROX, STD, WIEGAND, PIG, BLK, STD 1 SECURITY, LED RED, FLASH GRN, BZR ON, IPM OFF, 32 BIT	2	$253.60	$507.20
M32FBD	Securitron	MAGNALOCK 32 12/24VDC FACE DRILLED MBS-DPS	2	$320.60	$641.20
ZA-32/62SS	Securitron	ADJUSTABLE BRACKET ZA F/32/62 LOCKS STAINLESS STL	2	$137.20	$274.40
EEB2	Securitron	EMERGENCY EXIT BUTTON 30 SEC TIMER 1-GANG, SPST	2	$106.40	$212.80
XMS	Securitron	EXIT MOTION SENSOR, 12/24 VOLT DC	2	$168.70	$337.40
4467030-S	Windy City Wire	4 Element Composite Cable PLNM	300	$2.53	$759.00
71065407BL	Paige Cabling	7' CAT 6 PATCH CABLE MOLDED BLUE WL PC6-BL-07	3	$2.60	$7.80
Labor					
Physical AC SystemTech	DSS Labor	Install Micronode. Add to S2. Install power supply and battery backup. Prevailing wage.	4	$125.00	$500.00
Physical AC SystemTech	DSS Labor	Terminate to S2 Node and wire devices. Prevailing wage.	2	$125.00	$250.00

Attachment: DSS Bassett Park Bathroom Reader (RES-2021-559 : DSS Bassett Park Bathroom Readers (CRS# 2722))

Item Number		Description	QTY	Unit Price	Total
Physical AC SystemTech	DSS Labor	Install maglocks, readers, Push to Exit buttons, and Request to Exit buttons. Configuration of new portals in S2. Run conduit as needed. Prevailing wage.	12	$125.00	$1,500.00
Physical AC SystemTech	DSS Labor	Access control cable runs and terminations. Run cabling from door to devices. Prevailing wage.	4	$125.00	$500.00
Physical AC SystemTech	DSS Labor	Install EMT conduit from panel through ceiling to top of doors. Prevailing wage.	6	$125.00	$750.00
Physical AC SystemTech	DSS Labor	Installation of Cradlepoint router. Prevailing wage.	1	$125.00	$125.00
Offsite Integration/Maintenance	DSS Labor	Offsite configuration and testing. Configuration of Cradlepoint router.	4	$125.00	$500.00
Offsite Integration/Maintenance	DSS Labor	Add existing users and assign cards through excel import.	2	$125.00	$250.00
Project/Program Manager	DSS Labor	Oversees all onsite work.	2	$125.00	$250.00
Not on State Contract					
MISC		EMT Conduit	1	$250.00	$250.00

SUBTOTAL	$9,407.11
SALES TAX	$0.00
Optional Item Total	$0.00
TOTAL	$9,407.11

Taxes, shipping, handling and other fees may apply. DSS reserves the right to cancel orders arising from pricing or other errors

By signing below, I hereby acknowledge and accept all terms set forth by this scope of work and proposal:

Jessica Henley — Signature

6/15/21 — Date

Attachment: DSS Bassett Park Bathroom Reader (RES-2021-559 : DSS Bassett Park Bathroom Readers (CRS# 2722))



Digital Surveillance Solutions

Jessica Hendler

May 21, 2021

Site: Bassett Park

359 Klein Road Williamsville,NY,14221

Survey: Bassett Park

Attachment: DSS Bassett Park Bathroom Reader (RES-2021-559 : DSS Bassett Park Bathroom Readers (CRS# 2722))

Survey Overview



Survey Layout

Packet Pg. 495

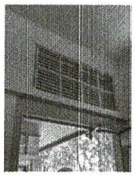
12.Q.6.a

Attachment: DSS Bassett Park Bathroom Reader (RES-2021-559 : DSS Bassett Park Bathroom Readers (CRS# 2722))

PHOTO TOUR

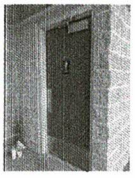
Access Control

Men's



Single Door

Men's



Single Door

Micronode



Node
S2
S2-MNP

Women's



Single Door

Attachment: DSS Bassett Park Bathroom Reader (RES-2021-559 : DSS Bassett Park Bathroom Readers (CRS# 2722))

Consultant Major Exposure Addendum to Contract

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Consultants or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-

Attachment: DSS Bassett Park Bathroom Reader (RES-2021-559 : DSS Bassett Park Bathroom Readers (CRS# 2722))

Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Consultant, in accordance with its status as an independent Consultant, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

Attachment: DSS Bassett Park Bathroom Reader (RES-2021-559 : DSS Bassett Park Bathroom Readers (CRS# 2722))

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:

Digital Surveillance Solutions
Print Name of Company

By: Jessica Hendler
Signature

Jessica Hendler
Printed name

Date: 6/15/21

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: DSS Bassett Park Bathroom Reader (RES-2021-559 : DSS Bassett Park Bathroom Readers (CRS# 2722))

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: Digital Surveillance Solutions, Inc

Signature: Jessica Hendler

Print Name: Jessica Hendler

Title: Account Manager

Date: 6/15/21

Sworn To Before Me This

15th Day of June, 2021

Notary Public

RAEANN J. JAKUBOWSKI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01JA6309956
Qualified in Erie County
Commission Expires 08/18/2023

Revised 4.2017

Attachment: DSS Bassett Park Bathroom Reader (RES-2021-559 : DSS Bassett Park Bathroom Readers (CRS# 2722))

AGREEMENT

Let this document stand as an Agreement between Digital Surveillance Solutions, Inc. and the Town of Amherst permitting the Town of Amherst to utilize the NYSOGS Contract PT68787, Group 77201, Award 23150 to purchase the security camera licenses and software updates as stated on the attached Digital Surveillance Solutions, Inc. quote # DSSQ3339. The term of this contract will be from date of execution by the Town of Amherst through February 12, 2022.

Agreed to and Accepted by:

DIGITAL SURVEILLANCE SOLUTIONS, INC.

By: Jessica Handler
Signature

Jessica Handler
Printed name

Account Manager
Title

Date: 6/15/21

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: DSS Bassett Park Bathroom Reader (RES-2021-559 : DSS Bassett Park Bathroom Readers (CRS# 2722))

DIGIT-1

OP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 716-633-1313 Gugino Insurance Agency, Inc. 5707 Main Street Williamsville, NY 14221 Alayne M. Donner	CONTACT NAME: Alayne M. Donner PHONE (A/C, No, Ext): 716-633-1313 FAX (A/C, No): 716-631-5770 E-MAIL ADDRESS: adonner@guginoagency.com
INSURED Digital Surveillance Solutions Inc. 485 Cayuga Road Buffalo, NY 14225	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Philadelphia Indemnity Ins Co — 18058 INSURER B: Merchants Preferred Insurance — 12901 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		PHPK2238095	03/01/2021	03/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CAP9269147	03/01/2021	03/01/2022	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 [X] RETENTION $ 10000			PHUB756630	03/01/2021	03/01/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	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	N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional			PHSD1448577	06/01/2020	06/01/2021	Per Claim Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as an additional insured on a Primary and Non-contributory basis under the General Liability section per written contract. Umbrella follows form, General Liability CG000010413 and PI-GLD-SGNY.

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
Alayne M. Donner

ACORD 25 (2016/03)
© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Attachment: DSS Bassett Park Bathroom Reader (RES-2021-559 : DSS Bassett Park Bathroom Readers (CRS# 2722))

NYSIF
New York State Insurance Fund

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^ 200886315

KEEVILY, SPERO-WHITELAW INC.
500 MAMARONECK AVENUE
HARRISON NY 10528

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
DIGITAL SURVEILLANCE SOLUTIONS, INC. 485 CAYUGA RD BUFFALO NY 14225	TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
G 2354 271-5	683831	11/01/2020 TO 11/01/2021	10/19/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2354 271-5, 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.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 292974848

0000000000086818416

Attachment: DSS Bassett Park Bathroom Reader (RES-2021-559 : DSS Bassett Park Bathroom Readers (CRS# 2722))

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)
DIGITAL SURVEILLANCE SOLUTIONS, INC.
485 CAYUGA RD
BUFFALO, NY 14225

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
716-597-0369

1c. Federal Employer Identification Number of Insured or Social Security Number
20-0886315

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Williamsville, NY 14221

3a. Name of Insurance Carrier
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box "1a"
34078-01

3c. Policy effective period
5/1/2008 to 9/30/2021

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 10/1/2020 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be 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: DSS Bassett Park Bathroom Reader (RES-2021-559 : DSS Bassett Park Bathroom Readers (CRS# 2722))

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: DSS Bassett Park Bathroom Reader (RES-2021-559 : DSS Bassett Park Bathroom Readers (CRS# 2722))

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 23371 **RESOLUTION 2021-560** **ADOPTED**

Afterschool Fees

Approve fees for the Amherst Youth & Recreation Department's afterschool program as per the schedule attached, beginning in September 2021. These fees have been reviewed and endorsed by the Amherst Youth Board.

6/21/2021
Consent

FINANCIAL IMPACT:

Up to $12,050.00 in additional revenue to A 7145.

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

Proposed 2021-2022 Afterschool Fees

Step	Income	1 Child	2 Children	3 Children	4 Children
A	$0-$49,000	**$10.50**	**$20.00**	**$21.00**	**$23.00**
B	$50,000-$74,999	**$12.50**	**$24.00**	**$25.00**	**$27.00**
C	$75,000 and over	**$14.25**	**$27.50**	**$28.50**	**$30.50**

Attachment: 2021-2022 Afterschool Fees Proposed (RES-2021-560 : Afterschool Fees)

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 23394 **RESOLUTION 2021-561** **ADOPTED**

Residency Waiver

WHEREAS, the Town of Amherst Youth & Recreation Department and the Town of Amherst Highway Department have seen a decrease in summer employment applications over the past few years, and

WHEREAS, in 2021, programming and park maintenance is in jeopardy due to the dearth of applications, and

WHEREAS, the Town residency requirement restricts these departments' ability to attract qualified candidates, and

WHEREAS, the Town of Amherst is committed to diversity, equity and inclusion, and

WHEREAS, the Town residency requirement limits the ability of the Town to fully integrate its workforce,

NOW THEREFORE, BE IT RESOLVED that the Amherst Town Board eliminates the residency requirement for seasonal staff in the Youth & Recreation and Highway Departments and part-time staff in the Youth & Recreation Department, through December 31, 2022, as long as Town of Amherst residents are given priority in hiring.

6/21/2021
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 Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 23378 **RESOLUTION 2021-562** **ADOPTED**

Gopher Sport CRS #2689

Authorize the Supervisor to sign a piggyback contract between the Town of Amherst (Youth & Recreation Department) and Gopher Sport for the purchase of athletic and physical education equipment.

6/21/2021
Consent

FINANCIAL IMPACT:

Town wide, various accounts, amount TBD

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

AGREEMENT

Let this document stand as an agreement between Prophet Corp. d/b/a Gopher Sport and the Town of Amherst, permitting the Town of Amherst to participate in the purchase of athletic and physical education equipment and supplies with related accessories under Sourcewell cooperative purchasing contract #071819-PRO. The term of this contract will be from the date of execution by the Town of Amherst through October 3, 2023.

During the term of this agreement, Prophet Corp. d/b/a Gopher Sport agrees to invoice the Town of Amherst for all equipment, supplies and related accessories 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 items offered to Prophet Corp. d/b/a Gopher Sport customers. It further being agreed that the prices set forth on Prophet Corp. d/b/a Gopher Sport 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:

PROPHET CORP. d/b/a GOPHER SPORT

By: _____
Signature

JORDAN STOLP
Printed Name

SR. TERRITORY SALES MANAGER
Title

Date: 5/26/21

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Gopher Sport - Sports Equipment Piggyback (RES-2021-562 : Sports Equipment Piggyback CRS #2689)

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: THE ~~PROPHET~~ CORPORATION DBA GOPHER SPORT

Signature: _____

Print Name: JORDAN STOLP

Title: SR. TERRITORY SALES MANAGER

Date: 5/26/21

Sworn To Before Me This

26th Day of May, 2021

_____

Notary Public

GENE B DRAKE
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2022

Revised 4.2017

Attachment: Gopher Sport - Sports Equipment Piggyback (RES-2021-562 : Sports Equipment Piggyback CRS #2689)

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: Gopher Sport - Sports Equipment Piggyback (RES-2021-562 : Sports Equipment Piggyback CRS #2689)

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:

GOPHER SPORT
Print Name of Company

By: _____
Signature

JORDAN STOLP
Printed name

Date: 5/26/21

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: Gopher Sport - Sports Equipment Piggyback (RES-2021-562 : Sports Equipment Piggyback CRS #2689)

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 23363 **RESOLUTION 2021-563** **ADOPTED**

Ice Rink Equipment Piggyback CRS#2675

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and All-American Arena Products for ice rink and arena equipment.

6/21/2021
Consent

FINANCIAL IMPACT:

A7253 various lines, amount 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 All-American Arena Products and the Town of Amherst, permitting the Town of Amherst to participate in the purchase of ice rink and arena equipment and services under Sourcewell cooperative purchasing contract #120320-ALL. The term of this contract will be from the date of execution by the Town of Amherst through January 8, 2025.

During the term of this agreement, All-American Arena Products 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 All-American Arena Products customers. It further being agreed that the prices set forth on All-American Arena Products 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:

ALL-AMERICAN ARENA PRODUCTS

By: _____
Signature

Sean Passingham
Printed Name

President
Title

Date: 5/20/2024

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: All-American Ice Rink TOA Contract (RES-2021-563 : Ice Rink Equipment Piggyback CRS#2675)

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: All-American Arena Products

Signature: [signature]

Print Name: Sean Passingham

Title: President

Date: 5/20/2021

Sworn To Before Me This

20th Day of May, 2021

Adam Royce

Notary Public

Adam M. Royce
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan 31, 2025

Revised 4.2017

Attachment: All-American Ice Rink TOA Contract (RES-2021-563 : Ice Rink Equipment Piggyback CRS#2675)

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: All-American Ice Rink TOA Contract (RES-2021-563 : Ice Rink Equipment Piggyback CRS#2675)

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:

All-American Arena Products
Print Name of Company

By: _____
Signature

Sean Passingham
Printed name

Date: 5-27-21

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: All-American Ice Rink TOA Contract (RES-2021-563 : Ice Rink Equipment Piggyback CRS#2675)

ALLAMER-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/21/2021

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 Zimny Insurance Agency, Inc. 1103 Broadway Ste. 100 Alexandria, MN 56308	CONTACT NAME: Heather Carlson PHONE (A/C, No, Ext): (320) 421-9113 FAX (A/C, No): (320) 762-5433 E-MAIL ADDRESS: heatherc@zimnyins.com
INSURED All American Ice LLC 1414 S 4th Avenue Albert Lea, MN 56007	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Dakota Fire Insurance Company-EMC — 10863 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	5D71919	7/1/2020	7/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,0 $ 500,0 $ 10,0 $ 1,000,0 $ 2,000,0 $ 2,000,0
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	5E71919	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,0 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X	X	5J71919	7/1/2020	7/1/2021	EACH OCCURRENCE AGGREGATE	$ 2,000,0 $ 2,000,0
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		5H71919	7/1/2020	7/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,0 $ 1,000,0 $ 1,000,0
A	CyberSolutions			5Q71919	7/1/2020	7/1/2021	Limit	50,0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Amherst is included as an additional insured. Coverage applies on a Primary and Non-Contributory basis for all ongoing and completed operations.

CERTIFICATE HOLDER

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
Heather Carlson

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Attachment: All-American Ice Rink TOA Contract (RES-2021-563 : Ice Rink Equipment Piggyback CRS#2675)

AGENCY CUSTOMER ID: ALLAMER-01
LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Zimny Insurance Agency, Inc.		All American Ice LLC 1414 S 4th Avenue Albert Lea, MN 56007
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Named Insured
dba All-American Arena Products

Attachment: All-American Ice Rink TOA Contract (RES-2021-563 : Ice Rink Equipment Piggyback CRS#2675)

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) ALL AMERICAN ICE LLC 1414 S 4TH AVE ALBERT LEA, MN 56007-1965 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 507-318-0730 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 47-1860571
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier EMC INSURANCE COMPANIES 3b. Policy Number of Entity Listed in Box "1a" 5h71919 3c. Policy effective period 7 1 20 to 7 1 21 3d. The Proprietor, Partners or Executive Officers are ☐ included. (Only check box if all partners/officers included) ☒ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Brad Beyer
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: BRAD BEYER 5.25.21
(Signature) (Date)

Title: EMC Insurance Underwriting Supervisor

Telephone Number of authorized representative or licensed agent of insurance carrier: 612-643-4749

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: All-American Ice Rink TOA Contract (RES-2021-563 : Ice Rink Equipment Piggyback CRS#2675)

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: All-American Ice Rink TOA Contract (RES-2021-563 : Ice Rink Equipment Piggyback CRS#2675)

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 23396 **RESOLUTION 2021-564** **ADOPTED**

Sports Equipment Piggyback CRS #2710

Authorize the Supervisor to sign a piggyback contract between the Town of Amherst (Youth & Recreation Department) and BSN Sports LLC for the purchase of athletic and physical education equipment, pending successful completion of the contract routing process.

6/21/2021
Consent

FINANCIAL IMPACT:

Townwide, various accounts, amount 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 BSN Sports LLC and the Town of Amherst, permitting the Town of Amherst to participate in the purchase of athletic and physical education supplies and team uniforms under OMNIA Partners cooperative purchasing contract #R201101. The term of this contract will be from the date of execution by the Town of Amherst through September 30, 2025.

During the term of this agreement, BSN Sports LLC agrees to invoice the Town of Amherst for all equipment, supplies and related accessories at the rates specified in the OMNIA Partners contract or at further discounted rates when such rates are part of a special being offered on certain items offered to BSN Sports LLC customers. It further being agreed that the prices set forth on BSN Sports 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:

BSN SPORTS LLC

By: William Rusnak
Signature

William Rusnak
Printed Name

Senior Bid Specialist
Title

Date: 5/30/2021

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: BSN Sports LLC (RES-2021-564 : Sports Equipment Piggyback CRS #2710)

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: BSN Sports, LLC

Signature: William Rusnak

Print Name: William Rusnak

Title: Senior Bid Specialist

Date: 5/25/2021

COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL
Ryan Smyth, Notary Public
Delaware County
My Commission Expires 12/08/2024
Commission Number 1387290

Sworn To Before Me This

25 Day of May, 2021

Ryn

Notary Public

Revised 4.2017

Attachment: BSN Sports LLC (RES-2021-564 : Sports Equipment Piggyback CRS #2710)

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: BSN Sports LLC (RES-2021-564 : Sports Equipment Piggyback CRS #2710)

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:

BSN Sports, LLC
Print Name of Company

By: William Rusnak
Signature

William Rusnak
Printed name

Date: 5/30/2021

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: BSN Sports LLC (RES-2021-564 : Sports Equipment Piggyback CRS #2710)

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 23397 **RESOLUTION 2021-565** **ADOPTED**

Concert Contract (ECWE) CRS #2707

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the Erie County Wind Ensemble for a concert in Bassett Park on July 14, 2021, pending successful completion of the contract routing process.

6/21/2021
Consent

FINANCIAL IMPACT:

A 7142.4150: $1,300.00

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

TOWN OF AMHERST
YOUTH & RECREATION DEPARTMENT
ERIE COUNTY, NEW YORK

Northtown Center at Amherst
1615 Amherst Manor Drive
Williamsville, NY 14221
(716) 631-7132
Fax (716) 626-9087
www.amherst.ny.us

BRIAN J. KULPA
Supervisor

JACQUALINE G. BERGER
Deputy Supervisor - Liaison

MARY-DIANA POULI, Executive Director

MARK FORDEN
Chairperson, Youth Board

TIMOTHY GARDNER
Chairperson, Rec Commission

7 June 2021

Paul Furlong
Erie County Wind Ensemble
65 Eaglebrook Drive
Buffalo NY 14224

Dear Paul Furlong, Erie County Wind Ensemble,

This is your agreement for your 2021 performance as an independent contractor. Please provide a name and cell phone # so that our sound technician can contact you closer to your date of performance: Paul Furlong 716-867-0037.

Erie County Wind Ensemble agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the performers, its agents, and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreement.

AGREEMENT

Date:	Wednesday, July 14, 2021
Time:	7:00pm
Location:	Bassett Park Amphitheater with a rain site of Clearfield Community Center
Fee:	$1,300.00 (Check payable to Erie County Wind Ensemble)

Attachment: Erie County Wind Ensemble 2021 (RES-2021-565 : Concert Contract (ECWE) CRS #2707)

Name of Entity:
Identify Type of Business Entity:
(e.g. Individuals, D/B/A, Corporation, Partnership, Association, Club, etc.)

Agreed to and approved:

* Paul M Furlong — June 10, 2021

Name — Date

President, Erie County Wind Ens.

Title

*If entity is listed as "individual(s)," individual(s) should sign. If Corporation, Partnership, Association, or Club, officer, business agent, or other person duly authorized to sign similar agreements should sign.

Additional signatures if entity is composed of individuals:

_____

_____

_____

_____

Town of Amherst:

_____ _____

Brian J. Kulpa, Supervisor — Date

Attachment: Erie County Wind Ensemble 2021 (RES-2021-565 : Concert Contract (ECWE) CRS #2707)

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 23398 **RESOLUTION 2021-566** **ADOPTED**

Phone Agreement CRS #2715

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Antares Golf, LLC assigning the Audubon Golf Course phone number (716-631-7139) to Indigo Golf for the duration of its management agreement, with the assurance that the number will be returned to the Town of Amherst once the agreement has ended, pending successful completion of the contract routing process.

6/21/2021
Consent

FINANCIAL IMPACT:

None

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

AGREEMENT

THIS AGREEMENT, is made this _____ day of June, 2021, by and between Antares Golf, LLC and (Antares) d/b/a Indigo Golf Partners, a Virginia limited liability company having an address at 12700 Sunrise Valley Drive, Suite 300, Reston, Virginia, 20191 and the Town of Amherst (Town) a municipal corporation organizing and existing in laws of the State of New York with an address to conducting business located at 5583 Main Street, Williamsville, New York, 14221.

WHEREAS, the Town owns multiple golf facilities, including real property commonly known as the Audubon Golf Course which consists of an 18-hole golf course, club house, driving range and other amenities located at 500 Maple Road; and

WHEREAS, the Town and Antares has entered into a Golf Management Agreement for managing the Audubon Golf Course as well as a 9-hole golf course and club house located at 475 Maple Road, Williamsville, New York, 14221 through a Management Agreement dated March 24, 2021; and,

WHEREAS, the Town seeks to permit Antares to utilize a phone number registered to the Town – (716) 631-7139 and Antares seeks to use that phone number; and,

IT IS HEREBY AGREED between the parties that Antares shall be permitted to utilize phone number (716) 631-7139 throughout the period of time that it manages the Audubon Golf Course but upon termination of that Management Agreement, or any extension thereof, that phone number shall be returned for use to the Town.

Attachment: Phone.Agreement (RES-2021-566 : Phone Agreement CRS #2715)

By: _____
Michael Cutler, Sr. Vice President
Antares Golf, LLC

Date: _____

By: _____
Brian K. Kulpa, Supervisor
Town of Amherst

Date: _____

By: _____
R. Ellmore, President
Antares Golf, LLC

Date: _____

Attachment: Phone.Agreement (RES-2021-566 : Phone Agreement CRS #2715)

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 23399 **RESOLUTION 2021-567** **ADOPTED**

Services Agreement (DFC Grant) CRS #2716

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and The Prevention Council of Erie County for services related to the Drug Free Communities Grant, pending successful completion of the contract routing process.

6/21/2021
Consent

FINANCIAL IMPACT:

A 7256.4110: $9,051.00

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

AGREEMENT FOR SERVICES PROVIDED UNDER THE DRUG FREE COMMUNITIES GRANT

AGREEMENT dated this _____ day of _____, 2021, by and between the Town of Amherst (the Town), New York, a municipal corporation with offices at 5583 Main Street, Williamsville, NY 14221 and *The Prevention Council of Erie County* (*The Prevention Council)* with offices at 1625 Hertel Avenue, Buffalo NY 14216.

WITNESSETH

WHEREAS, *The Prevention Council* presently conducts Prevention Services and

WHEREAS, *The Prevention Council*, in cooperation with the Town of Amherst Youth & Recreation Department, is desirous of operating a Community Prevention Project, and

WHEREAS, the Town is a grantee eligible to receive reimbursement from the Centers for Disease Control for sponsoring such a project,

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. The Town will sponsor a Community Prevention Project and pay to *The Prevention Council* a sum not to exceed *$9,051.00* for the period January 1, 2021 through September 29, 2021 for the operation of said project.

2. The amount paid by the Town in accordance with Paragraph 1 constitutes the Town's full obligation with regard to the agreement and all consequences arising therefrom, except that the Town shall be entitled to federal reimbursement as sponsor of the project.

3. *The Prevention Council* agrees to provide the following as part of the agreement: The services of the Director of Community-Based Programs at approximately .25FTE to

Attachment: The Prevention Council Contract (RES-2021-567 : Services Agreement (DFC Grant) CRS #2716)

assist with parent programs, lead planning for Family Day activities, and support the work of the Amherst Task Force for Healthy Community*Healthy Youth through the Media and Finance Committees.

4. *The Prevention Council* agrees to hire as its own employees any personnel required in conjunction with the operation of the Community Prevention Project.

6. The program will not discriminate against any applicant on the basis of color, national origin, disability, sex, or religion and will abide by all rules and regulations concerning discrimination and equal opportunity.

7. Except with regulation to duties normally accepted and imposed upon *The Prevention Council,* this agreement shall constitute the full and complete obligation of the parties thereto.

10. Claims for expenditures made by the project should be submitted no later than 90 days past the end of the quarter in which they were incurred.

TOWN OF AMHERST

BRIAN J. KULPA

_____
Supervisor

Date: _____

THE PREVENTION COUNCIL OF ERIE COUNTY

ROBIN MANN

_____
Executive Director

Date: _____

Attachment: The Prevention Council Contract (RES-2021-567 : Services Agreement (DFC Grant) CRS #2716)

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 23403 **RESOLUTION 2021-568** **ADOPTED**

Services Agreement (DFC Grant - MM) CRS #2717

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Manzella Marketing for creative design and media services related to the Drug Free Communities Grant, pending successful completion of the contract routing process.

6/21/2021
Consent

FINANCIAL IMPACT:

A 7256.4110 - not to exceed $9,580.00

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: 06/21/21 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: 7/12/2021 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.

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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.

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§ 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

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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

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(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,

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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.

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§ 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:

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(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, corporatio business or employer of any sort of which you or your spouse is a member, officer o employee or from which you or your spouse derive income of any nature, giving you position and/or your spouse's position, if any, with such entity.

Self/Spouse	**Position**	**Organization and Address**

(6) List the name and address of any corporation, partnership, unincorporated associatio or business of which you or your spouse legally or beneficially owns or controls mor than 5% of the issued and outstanding stock or other ownership rights.

Self/Spouse	**Organization and Address**

~~Strikethrough~~ = Deleted language; Underline = Added language

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(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 herein so state and explain.

(9) List any position you held within the last 5 years as an officer of any political committee or political organization. The term "political organization" includes any independent 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 normal 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	Involvement 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

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(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

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(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

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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

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(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

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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

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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:

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(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,

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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

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~~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

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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: 06/21/21 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: 7/12/2021 7:00 PM**

TOWN OF AMHERST

TOWN CLERK'S OFFICE

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

Francina J. Spoth
Town Clerk

Kathleen Cooper
Deputy Town Clerk

Timothy Koller
Deputy Town Clerk

March 3, 2021

MEMO TO: David Marrano, Town Assessor

FROM: Francina Spoth, Town Clerk

RE: Petition

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

Attachment
cc: Town Board
Town Attorney

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

To: Members of the Amherst Town Board

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

MAR03'21 PM 1:06 RCVD

Date: March 2, 2021

In Re: Requested Amendment to Rezone Property

Located at 2160 and 2170 North Forest Road

PROTEST PETITION

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

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

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

See Exhibit 6.

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

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

See Exhibit 6.

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

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

See Exhibit 6.

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

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

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

See Exhibit 6.

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

See Exhibit 6.

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

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

See Exhibit 6.

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

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

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

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

Counsel for Petitioner
Signature of Petitioner

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

Notary Public, Erie County, New York

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AUTHORIZATION

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

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

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

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

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

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

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

Full Environmental Assessment Form Part 1 - Project and Setting

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

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

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

REVISED
DEC 18 2020
TOWN OF AMH
PLANNING DEPT.

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

B. Government Approvals

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

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

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

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

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

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

C.3. Zoning

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

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

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

C.4. Existing community services.

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

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

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

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

D. Project Details

D.1. Proposed and Potential Development

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

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

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

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

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

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

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

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

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

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

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

D.2. Project Operations

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

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

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

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

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

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

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

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

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

v. Describe any proposed reclamation/mitigation following disturbance:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If Yes:

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

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

If Yes:

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

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

_____

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

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

If Yes:

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

_____ Square feet or 0.5 acres (impervious surface)

_____ Square feet or 2.35 acres (parcel size)

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

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

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

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

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

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

If Yes, identify:

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

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

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

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

If Yes:

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

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

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

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

If Yes:

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

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

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

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

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

If Yes:

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

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

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

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

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

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

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

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

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

If Yes:

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

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

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

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

i. During Construction:

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

ii. During Operations:

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

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

If yes:

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

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

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

Describe:

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

If yes:

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

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

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

Describe:

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

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

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

If Yes:

i. Product(s) to be stored

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

iii. Generally, describe the proposed storage facilities:

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

If Yes:

i. Describe proposed treatment(s):

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

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

If Yes:

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

- Construction: 3 tons per week (unit of time)
- Operation : 2 tons per month (unit of time)

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

- Construction: at the discretion of the contractor
- Operation: Project will follow town of Amherst recycling program

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

- Construction: NYSDEC approved landfill
- Operation: NYSDEC approved landfill

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

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No
If Yes:
i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
ii. Anticipated rate of disposal/processing:
- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No
If Yes:
i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____
ii. Generally describe processes or activities involving hazardous wastes or constituents: _____
iii. Specify amount to be handled or generated _____ tons/month
iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____
v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No
If Yes: provide name and location of facility: _____
If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

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

a. Existing land uses.
i. Check all uses that occur on, adjoining and near the project site.
☐ Urban ☐ Industrial ☑ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☑ Other (specify): Asbury Pointe Retirement Community
ii. If mix of uses, generally describe:
There are a mixture of land uses in the vicinity of the Project Site including single-family homes, the Asbury Pointe Retirement Community and the Audubon Women's Health Medical Office.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0	0.9	+0.9
• Forested	.5	.5	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	1.8	.4	-1.4
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: lawn/landscaping		0.3	+1.4

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c. Is the project site presently used by members of the community for public recreation? ☐Yes ☑No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☑Yes ☐No
If Yes,
i. Identify Facilities:
The Asbury Pointe Retirement Community is located at 50 Stahl Road.

e. Does the project site contain an existing dam? ☐Yes ☑No
If Yes:
i. Dimensions of the dam and impoundment:
- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes ☑No
If Yes:
i. Has the facility been formally closed? ☐Yes ☐No
- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes ☑No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes ☑No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes ☐No
☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____
☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes ☑No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

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v. Is the project site subject to an institutional control limiting property uses? ☐Yes ☐No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐Yes ☐No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? >5 feet

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

c. Predominant soil type(s) present on project site:
Cosad loamy fine sand 100 %
_____ %
_____ %

d. What is the average depth to the water table on the project site? Average: >5 feet

e. Drainage status of project site soils:
☐ Well Drained: _____% of site
☐ Moderately Well Drained: _____% of site
☑ Poorly Drained 100 % of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: 100 % of site
☐ 10-15%: _____% of site
☐ 15% or greater: _____% of site

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

h. Surface water features.

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

ii. Do any wetlands or other waterbodies adjoin the project site? ☑Yes ☐No
If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

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

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

- Streams: Name 837-25 Classification B
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, Federal Waters, Federal Waters,... Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☑Yes ☐No
If yes, name of impaired water body/bodies and basis for listing as impaired:
Name - Pollutants - Uses:Ellicott Creek, Lower, and tribs – Nutrients;Silt/Sediment – Aquatic Life

i. Is the project site in a designated Floodway? [There will not be any development in the Floodway associated with Ellicott Creek.] ☑Yes ☐No

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If Yes:

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

ii. Name: _____

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

_____

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

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

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

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

If Yes:

i. Identify resource: _____

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

iii. Distance between project and resource: _____ miles.

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

If Yes:

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

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

[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

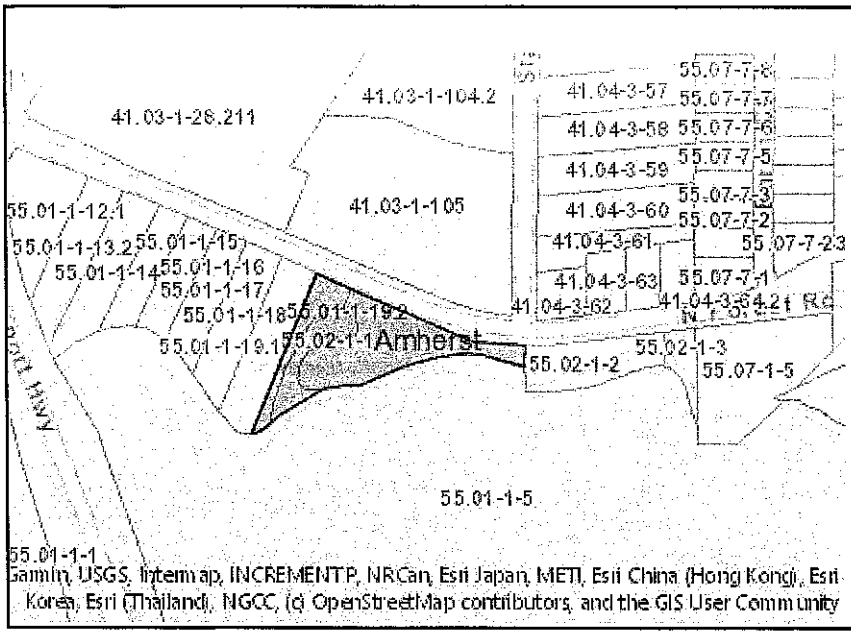
Signature _____ Title Counsel for Project Sponsor

PRINT FORM

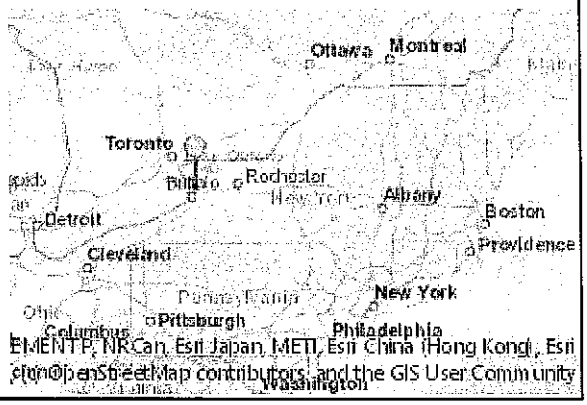
Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

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.

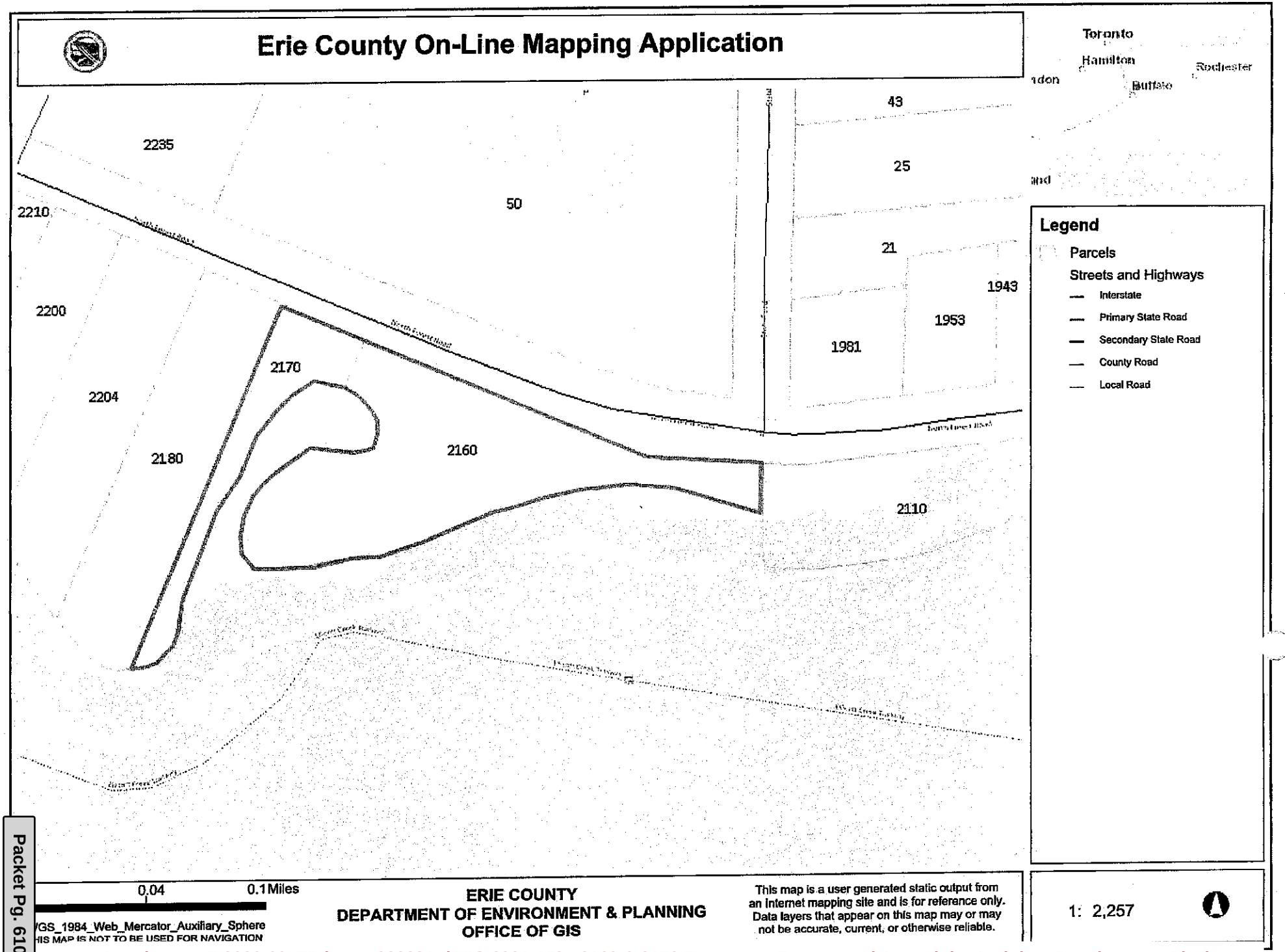
Very truly yours,
Earth Dimensions, Inc.

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.

VGS_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)

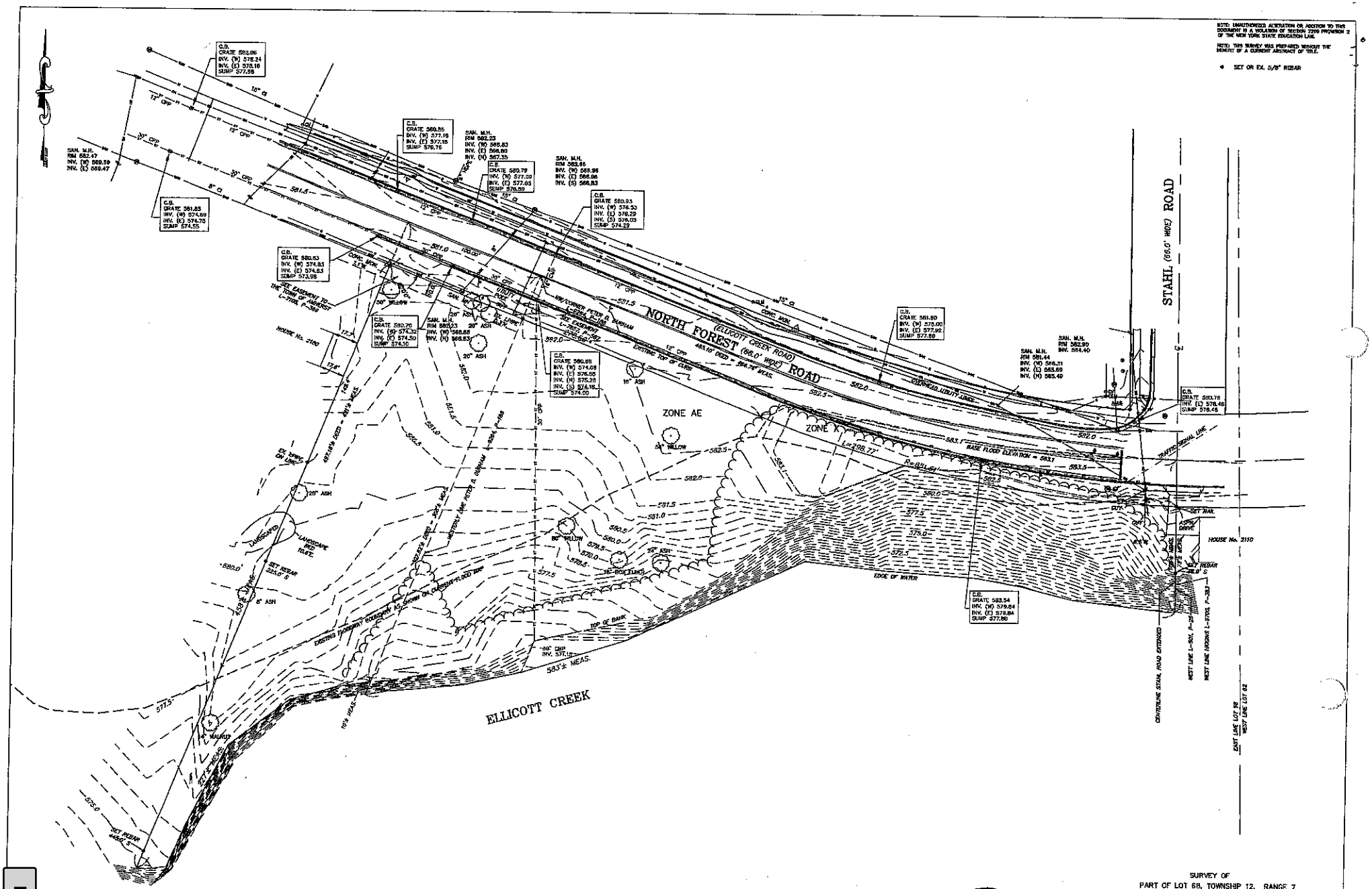

NOTE: UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF SECTION 7209 PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW.
NOTE: THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT ABSTRACT OF TITLE.
SET OR EX. 5/8" REBAR
NORTH FOREST (ELLICOTT CREEK ROAD) ROAD
(66.0' WIDE)
STAHL (66.0' WIDE) ROAD
ELLICOTT CREEK
ZONE AE
ZONE X
BASE FLOOD ELEVATION = 583.1
HOUSE No. 2160
HOUSE No. 2170
EDGE OF WATER
TOP OF BANK
EXISTING TOWPATH ROADWAY AS SHOWN ON CHESSUIT FLOOD MAP
583'± MEAS.
CENTERLINE STAHL ROAD EXTENDED
EAST LINE LOT 58
WEST LINE LOT 62
WEST LINE LANDS L-9700L, P-303
WEST LINE L-901, P-35
SET REBAR
SET MAG. NAIL
CONC. DRIVE
TRAFFIC SIGNAL LINE
EX. WIRES ON LINE
EX. UTILITY POLE
EX. GUY WIRE
EX. CATCH BASIN
EX. MANHOLE
EX. HYDRANT
EX. GAS VALVE
EX. WATER VALVE
EX. SIGN
EX. MAILBOX
EX. TREE
EX. BUSHES
LANDSCAPED
LANDSCAPE BED
LANDSCAPE BED TYP.
C.B. GRATE 582.06 INV. (W) 576.24 INV. (E) 575.16 SUMP 577.56
C.B. GRATE 580.85 INV. (W) 577.15 INV. (E) 577.15 SUMP 576.75
C.B. GRATE 580.79 INV. (W) 577.09 INV. (E) 577.05 SUMP 576.69
C.B. GRATE 580.93 INV. (W) 576.53 INV. (E) 576.23 INV. (S) 576.03 SUMP 574.23
C.B. GRATE 581.85 INV. (W) 574.69 INV. (E) 574.79 SUMP 574.55
C.B. GRATE 580.53 INV. (W) 574.83 INV. (E) 574.83 SUMP 573.98
C.B. GRATE 580.70 INV. (W) 574.32 INV. (E) 574.50 SUMP 574.10
C.B. GRATE 580.65 INV. (W) 574.08 INV. (E) 574.55 INV. (N) 575.28 INV. (S) 574.15 SUMP 574.00
C.B. GRATE 581.80 INV. (W) 575.00 INV. (E) 577.92 SUMP 577.60
C.B. GRATE 583.78 INV. (E) 578.48 SUMP 578.48
C.B. GRATE 583.54 INV. (W) 579.64 INV. (E) 579.84 SUMP 577.60
SAN. M.H. RIM 582.17 INV. (W) 569.59 INV. (E) 569.47
SAN. M.H. RIM 582.23 INV. (W) 566.83 INV. (E) 566.80 INV. (N) 567.35
SAN. M.H. RIM 582.95 INV. (W) 568.96 INV. (E) 568.96 INV. (S) 568.83
SAN. M.H. RIM 581.44 INV. (W) 576.31 INV. (E) 565.69 INV. (N) 565.49
SAN. M.H. RIM 582.90 INV. 564.40
SAN. M.H. RIM 582.23 INV. (W) 566.83 INV. (N) 566.83
30" WILLOW
20" ASH
16" ASH
8" ASH
6" ASH
8" WILLOW
12" ASH
30" ASH
12" CPP
15" CPP
18" CPP
24" CPP
30" CPP
8" CI
10" CI
12" CI
15" CI
18" CI
CONC. MON.
30' EASEMENT TO THE TOWN OF AMHERST L-7105, P-369
30' EASEMENT L-2827, P-52
30' EASEMENT L-2827, P-52
30' EASEMENT L-2827, P-52
48.10' DEED = 39.76' MEAS.
49.11' DEED = 39.1' MEAS.
42.67' DEED = 39.1' MEAS.
WESTERLY LINE PETER A. BARNUM L-3084, P-188
R=881.42'
L=298.77'
581.5
581.0
582.0
582.5
583.0
583.5
580.0
580.5
579.5
578.0
577.5
577.0
576.5
575.0
575.5
SET REBAR 44.50' S
SET REBAR 225.0' S
SET REBAR 40.0' S
SET REBAR 44.50' S
SURVEY OF
PART OF LOT 58, TOWNSHIP 12, RANGE 7
HOLLAND LAND COMPANY
TOWN OF AMHERST, ERIE COUNTY, NEW YORK
GPI ENGINEERING, LANDSCAPE ARCHITECTURE & SURVEYING, LLP
ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
4820 CONGRESS STREET, SUITE 100
BUFFALO, NEW YORK 14226
(716) 633-4844 FAX 633-4846
Job No. 5083-BOUNDARY Date: JUNE 24, 2014
Scale 1" = 40' Tax No.
STATE OF NEW YORK
MARK L. ANDREWS
LICENSED LAND SURVEYOR
050415
REVISION/TYPE
UPDATE SURVEY AND TOPOGRAPHY
RE-SURVEY
REVISED FLOODWAY BOUNDARY
REFERENCES:
SEE SURVEY PREPARED BY GORDON & BRODERICK ASSOCIATES JOB No. 2-15-219
SEE SURVEY PREPARED BY GORDON & BRODERICK ASSOCIATES JOB No. 2-24-219
LETTER OF MAP REVISION (LOMR) CASE No. 95-02-015P DATED 1/11/96
FLOOD INSURANCE RATE MAP NUMBER 36029C0069H DATED JUNE 7, 2019*
*MAP NUMBER 36029C0069H DATED 6/7/19 SUPERCEDES LOMR CASE No. 95-02-015P DATED 1/11/96
EQUITY TITLE REPORT No. E18-10758T EXCEPTIONS:
EASEMENT TO THE TOWN OF AMHERST L-7105, P-369 - AS SHOWN
EASEMENT TO NEW YORK TELEPHONE COMPANY L-7952, P-307 - AS SHOWN

Exhibit 5 – Responses to Questions 11A & 11B of the Rezoning Application

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

EXHIBIT 5

AMENDED APPLICATION TO RECLASSIFY 2160 AND 2170 NORTH FOREST ROAD FROM NCD-SA TO NCD-ND

Question 11(A): **Description of the character of the proposed development:**

Response to Question 11(A): The modified layout of the proposed residential project is depicted on the updated Concept Site Plan prepared by Silvestri Architects P.C. A full size copy of the updated Concept Site Plan [Drawing AS-101 – Date: 12/16/20] is attached to this Amended Application and a reduced size copy is also provided at Exhibit "7". The updated layout of the proposed residential project consists of a two-story building consisting of eight (8) units for lease with related site improvements as depicted on the updated Concept Site Plan. It is important to mention that the updated Concept Plan reflects a deliberate effort made by the project team to reduce the density of the proposed multifamily project that previously consisted of a three-story building with eighteen (18) units. A copy of the previous Concept Plan for the project as prepared by Carmina Wood Morris DPC is provided at Exhibit "8" of this Amended Application.

It is important to mention that the layout of the proposed project as depicted on the updated Concept Site Plan provided is not meant to represent the final layout of the proposed project since modifications may be necessary based on the project review process and the preparation of fully engineered plans.

Question 11(B)(1): **Rationale for rezoning request: 1. Why was this site chosen?**

Response to Question 11(B)(1): The Project Site is an appropriate location for the proposed project given its location on North Forest Road in an area that consist of a mixture of uses and zoning

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

classifications. The Project Site was listed for sale and the Petitioner has entered into a contract to purchase the Project Site.

Question 11(B)(2): Why cannot land be used with the existing zoning?

Response to Question 11(B)(2): The Project Site is currently zoned NCD-SA. The allowable uses of property zoned NCD-SA are extremely limited given that the NCD-SA classification is intended for agricultural uses in rural areas.

Question 11(B)(3): How will this rezoning impact surrounding properties?

Response to Question 11(B)(3): The requested reclassification of the Project Site from NCD-SA to NCD-ND to accommodate the proposed residential project will not result in any potentially significant adverse impacts on surrounding properties. The density of the proposed residential project has been reduced from eighteen (18) units to eight (8) units as depicted on the updated Concept Plan prepared by Silvestri Architects P.C. [Drawing AS-101 – Date: 12/16/20]. An effort has been to reduce the density of the residential project and also to design the residential project to minimize environmental impacts associated with the proximity of Ellicott Creek. A completed Amended Part 1 of the Full Environmental Assessment Form prepared pursuant to the State Environmental Quality Review Act ("SEQRA") is attached as Exhibit "2".

Question 11(B)(4): How will this rezoning impact the school system?

Response to Question 11(B)(4): The proposed project will have positive impacts on the school district since the project will generate annual property taxes to be received by taxing jurisdictions. The proposed project will not generate a substantial demand for educational services.

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

Exhibit 6 – Responses to Questions 16A, 16B, 16D & 16E of the Rezoning Application

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

EXHIBIT 6

AMENDED APPLICATION TO RECLASSIFY 2160 AND 2170 NORTH FOREST ROAD FROM NCD-SA TO NCD-ND

Question 16(A)(1): **State in detail why the proposed zoning is consistent with the adopted Town of Amherst Bicentennial Comprehensive Plan. Cite specific sections, maps and/or figures in the plan that support the proposed zoning at this location.**

Response to Question 16(A)(1): The request to reclassify the Project Site from NCD-SA to NCD-ND to accommodate the proposed residential project consisting of eighteen attached units for lease is consistent with the adopted Bicentennial Comprehensive Plan. The Town of Amherst adopted the Bicentennial Comprehensive Plan in January of 2007 after completing a lengthy planning process that included numerous public meetings and public hearings involving the Comprehensive Plan Advisory Committee, the Planning Board and the Town Board.[1] On September 3, 2019, the Town Board most recently adopted an amendments to the Bicentennial Comprehensive Plan. The Comprehensive Plan is intended to guide future growth and redevelopment in the Town.

Figure 6 of the Bicentennial Comprehensive Plan is the Conceptual Land Use Plan and it depicts the Project Site as being appropriate for "Mixed Residential" use. A copy of Figure 6 of the Comprehensive Plan is provided at Exhibit "9". The Conceptual Land Use Plan is intended to communicate the overall direction and concept of future development in the Town of Amherst. The Mixed-Residential land use category is described in Chapter 3 of the Comprehensive Plan as

[1] A copy of the resolution adopted by the Town Board on January 2, 2007 for the purpose of adopting the Bicentennial Comprehensive Plan pursuant to Town Law Section 272-a is included at the beginning of the Comprehensive Plan. This resolution recites the lengthy planning history that incorporated numerous opportunities for public input as well as a coordinated environmental review pursuant to SEQRA that involved the preparation a Generic EIS and the issuance of a Findings Statement.

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

being appropriate for a residential density of 4-12 units per acre the density of the proposed project is 7.66 units per acre.

Question 16(A)(2): Cite all text, map, and/or figures that must be amended to support the proposed zoning at this location and provide detailed suggested amendments.

Response to Question 16(A)(2): The adopted Comprehensive Plan does not need to be amended to accommodate the requested reclassification of the Project Site from NCD-SA to NCD-ND.

Question 16(A)(3): State why the proposed zoning is consistent with intent and objectives (Sec. 1-2-2) of the Zoning Ordinance:

Response to Question 16(A)(3): Section 1-2-1 of the Zoning Code is titled "Purpose" and it states as follows:

> *"The purpose of this Zoning Ordinance and the intent of the legislative authority in its adoption is to promote the environment of the town and its public health, safety, convenience, comfort, prosperity and the general welfare by regulating the use of buildings, other structures and land for residences, open space, public facilities, business, services, industry or other purposes; by regulating and restricting the bulk, height, design, building coverage and location of structures; by regulating and limiting population density; and for the aforesaid purposes, to divide the land within the limits of the town into districts of such number and dimensions generally consistent with the policies of the Comprehensive Plan and to provide procedures for the administration and amendment of said Zoning Ordinance."*

The request reclassification of the Project Site from NCD-SA to NCD-ND to accommodate the proposed residential project is consistent with the "Purpose" of the Zoning Code. Section 1-2-2 of the Zoning Code sets forth the objectives of the Zoning Code. This section of the Zoning Code lists thirteen (13) objectives that are discussed below as follows:

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

A. To protect the character and values of residential, institutional and public uses, business, commercial and manufacturing uses and to insure their orderly and beneficial development;

Response: The proposed project will be consistent with the objective of protecting the character and value of existing land uses and represents orderly and beneficial development.

B. To provide adequate open spaces for light, air and outdoor uses to include public, common and private open space areas;

Response: The proposed project is consistent with this objective.

C. To prevent overcrowding of land;

Response: The proposed residential project will not result in the overcrowding of land.

D. To prevent excessive concentration of population and to prevent spare and uncoordinated development;

Response: The proposed residential project will not result in an excessive concentration of population. The proposed residential project is not an example of uncoordinated development.

E. To regulate and control the location and spacing of buildings on the lot and in relation to the surrounding property generally consistent with the policies of the Comprehensive Plan.

Response: The requested reclassification of the Project Site from NCD-SA to NCD-ND and the proposed residential project are consistent with the policies of the Comprehensive Plan.

F. To protect persons and property from damage and injury due to fire or flood;

Response: The Site Plan review process will trigger the need for an Engineer's Report and SWPPP prepared by a licensed engineer to be prepared for review and approval by the Town's Engineering Department. The residential project will not increase the

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

likelihood of damage and injury due to fire and flood. The proposed project will be constructed per the stringent requirements of the NYS Building Code including the fire safety standards contained therein.

G. **To preserve and protect significant natural features and vegetation, thereby preventing ecological damage and visual blight which occur when those features or vegetation are eliminated or substantially altered to serve development purposes only.**

Response: The proposed residential project will not be inconsistent with this objective.

H. **To assure that structure and land use arrangements are aesthetically harmonious with nearby areas and structures.**

Response: The development of the Project Site in a manner consistent with the updated Concept Site Plan depicting a two-story building with 8 units will result in a residential project that is aesthetically harmonious with nearby areas and structures.

I. **To regulate the location of buildings and intensity of uses in relation to streets according to plans so as to cause the least interference with and be damaged least by traffic movements and hence result in lessened street congestion and improved public safety.**

Response: The proposed residential project will not result in any potentially significant traffic impacts and only curb cut will be provided onto North Forest Road, which is an Erie County Highway. The potential traffic impacts of the proposed project will be evaluated in connection with the coordinated environmental review of the project pursuant to SEQRA.

J. **To establish zoning patterns that insure economical extensions for sewers, water supply waste disposal and other public utilities, as well as development of recreation, schools and other public facilities;**

Response: The Project Site has access to sanitary sewer and water lines as well as necessary public utilities.

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

K. To guide the future development of the town so as to being the gradual conformity of land, structures and uses generally consistent with the policies of the Comprehensive Plan.

Response: The proposed reclassification of the Project Site from NCD-SA to NCD-ND is consistent with this objective since the project is generally consistent with the recommended land use category of "Mixed Residential" as well as the planning objectives and policies in the Comprehensive Plan.

L. To accomplish the specific intents and goals set forth in the introduction to the respective sections.

Response: The proposed residential project is consistent with this objective.

M. To protect the community from visual pollution resulting from the unregulated use of signs and other advertising devices.

Response: The proposed residential project will not be inconsistent with this objective.

Question 16(C): Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:

Response to Question 16(C): The proposed project is compatible with the present zoning and conforming uses of nearby properties and the character of the neighborhood.

Question 16(D): Suitability of the subject property for uses permitted by the current versus the proposed district:

Response to Question 16(D): The Project Site is not suitable for agricultural uses allowed in the NCD-SA district given its size, location and nearby land uses.

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

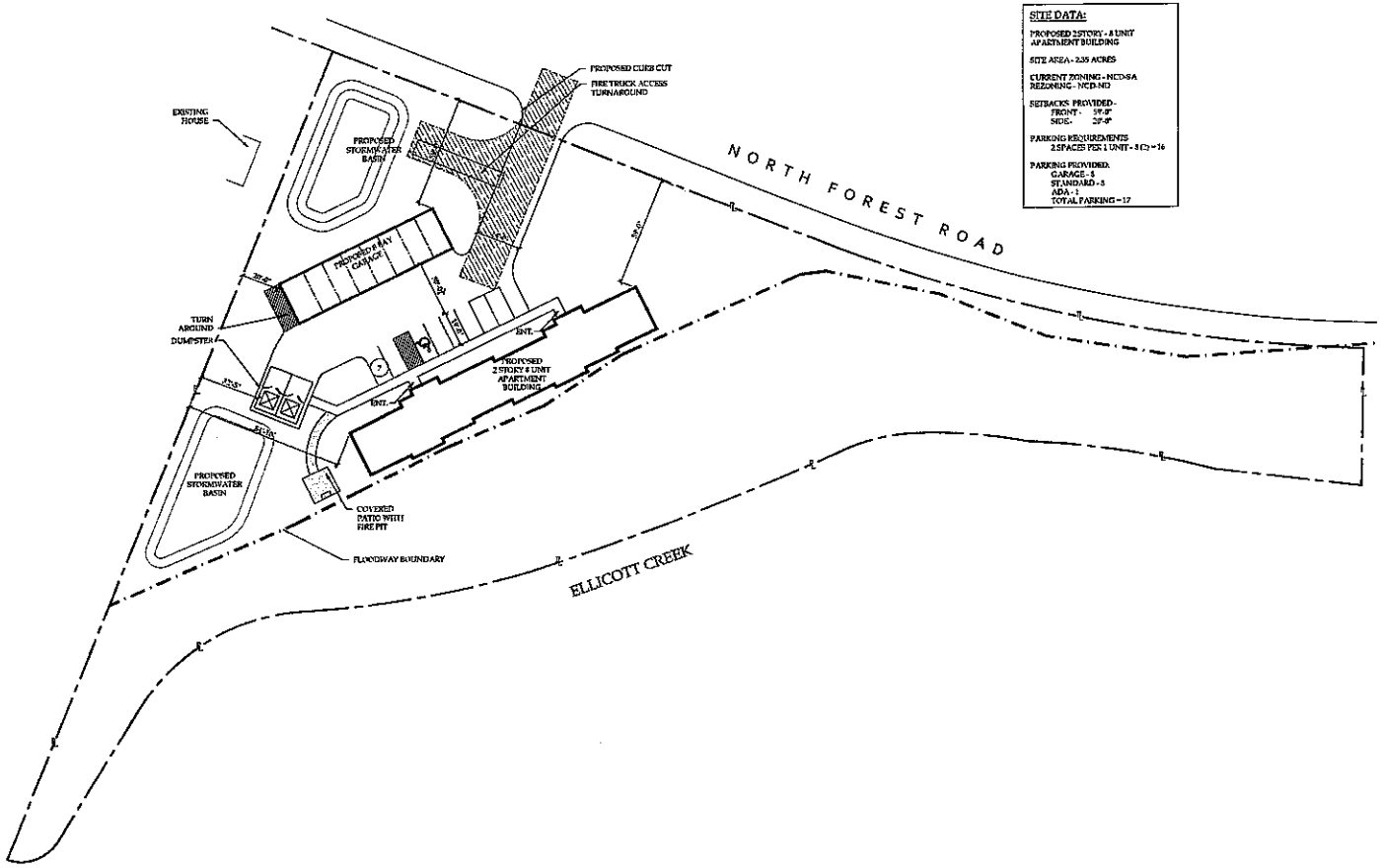
Question 16(E): **Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:**

Response to Question 16(D): The requested reclassification of the Project Site from NCD-SA to NCD-ND to accommodate the proposed residential project will have positive impacts on the balance of uses in the Town since there is demand for upscale attached residential units for lease in the Town.

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

Exhibit 7 – Reduced Size Copy of the Updated Concept Site Plan for the Proposed Project as Prepared by Silvestri Architects PC [Drawing AS-101 – Date: 12/16/20] [Note: A full size copy of Updated Concept Site Plan is also attached to this Amended Application]

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



NOTICE

This document, the property of, prepared and issued by the architect, is submitted for the specific project named _____ and the recipient by accepting this document assumes custody and agrees that this document will not be copied or reproduced in part or in whole, and any special features peculiar to this design shall not be incorporated in any other project, unless prior agreement has been obtained in writing. These documents will be returned immediately upon completion of the project or upon the request of the architect.

This document is the exclusive property of the architect, no rights to ownership are transferable, or shall be lost by the filing of this document with any and all public authorities for the purpose of compliance with Codes and or Ordinances, i.e. Building Permit, etc.

NORTH FOREST APARTMENTS

2160-2170 North Forest Rd
Amherst, ny

ISSUE:

SA PROJECT TEAM: PRINCIPAL R.Silvestri
PROJ. ARCH. S.Hunt DRAFTER B.Meinhardt
JOB CAPT. _____ INTERIORS K. Hanssen

SEAL:

TITLE:

CONCEPT SITE PLAN

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

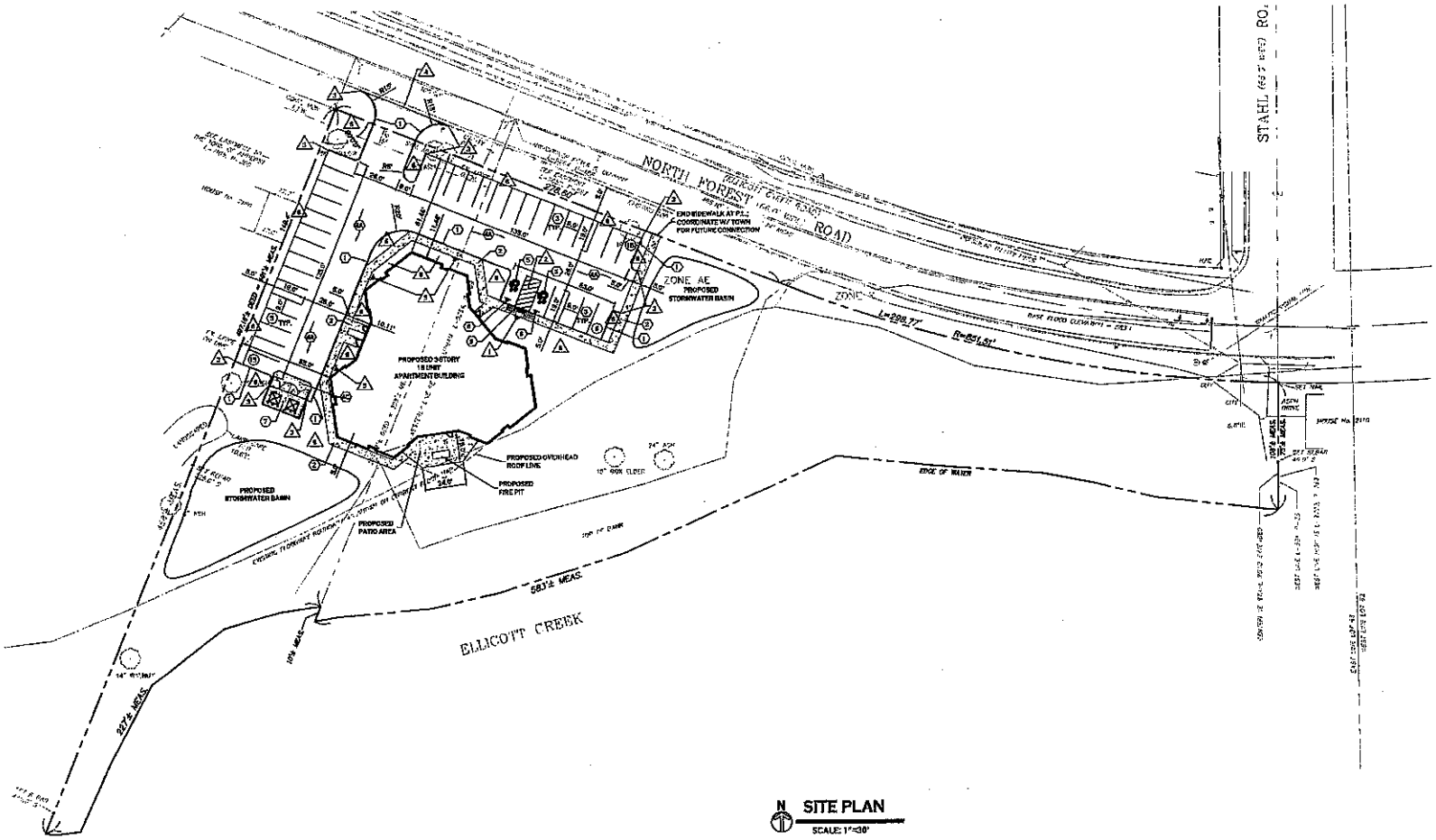
SA JOB #: 20060.02
DATE: 12/16/20

DRAWING #: AS-101

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

Exhibit 8 – Reduced Size Copy of the Previous Concept Site Plan as Prepared by Carmina Wood Morris DPC [Drawing C-100 – Date: August 2020]

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



N SITE PLAN
SCALE: 1"=30'

SITE DATA

TOTAL SITE 2.36 ACRES
ZONED: 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

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS. CARMINA WOOD MORRIS, D.P.C. ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30 0 30 60FT.

GENERAL NOTES:

1. INSTALL ALL MATERIALS TO MANUFACTURER'S RECOMMENDATIONS AND BEST STANDARDS OF TRADE INVOLVED.
2. SUBSTITUTIONS SHALL BE MADE ONLY WITH OWNER'S APPROVAL AND OF EQUIVALENT QUALITY TO WHAT IS SPECIFIED.
3. WORK SHALL BE COMPLETED IN STRICT ACCORDANCE WITH ALL LOCAL CODES AND OSHA SAFETY RULES AND REGULATIONS.
4. VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS AT THE SITE. NOTIFY OWNER & ENGINEER OF DISCREPANCIES IN CONDITIONS SHOWN ON DRAWINGS PRIOR TO PROCEEDING WITH THE WORK.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF ANY EXISTING STRUCTURES TO REMAIN AND ANY FINISH MATERIAL INSTALLED WHILE WORKING ON OTHER COMPONENTS.
6. CONTRACTOR SHALL KEEP JOB FREE OF DEBRIS AND MAKE FINAL CLEANUP TO SATISFACTION OF OWNER.
7. CONTRACTOR SHALL ASCERTAIN THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION SO THAT THIS WORK WILL NOT DISTURB EXISTING LINES AND/OR INSTALLATIONS. COORDINATE ALL WORK WITH THE APPLICABLE UTILITY COMPANIES.
8. ALL OTHER PERMITS REQUIRED BY STATE OF NEW YORK, COUNTY OF ERIE, AND TOWN OF AMHERST ARE THE RESPONSIBILITY OF THE CONTRACTOR / DEVELOPER / OWNER.

SITE NOTES:

1. ALL RADII SHALL BE 3'-0" UNLESS OTHERWISE NOTED.
2. ALL DISTURBED AREAS: SHALL HAVE 4" MIN. OF TOPSOIL AND SEED.
3. ALL DIMENSIONS FROM PROPERTY LINES SHALL BE MEASURED PERPENDICULAR TO THE PROPERTY LINE.
4. CENTER ENTRANCE SIDEWALKS ON DOOR OPENINGS.
5. BUILDING DIMENSIONS ARE APPROXIMATE, REFER TO ARCHITECTURAL DRAWINGS FOR LAYOUT DIMENSIONS.

DETAIL LEGEND SEE SITE DETAIL SHEET

1. CONCRETE CURB
2. CONCRETE SIDEWALK, 5' WIDE UNLESS OTHERWISE NOTED
3. 90° PARKING STALL
4. STANDARD DUTY ASPHALT
4C. EXTERIOR CONCRETE SLAB ON GRADE
5. HANDICAP PAVEMENT MARKINGS
6. HANDICAPPED PARKING SIGN
7. DUMPSTER ENCLOSURE
8. LIGHT POLE FOUNDATION
9. HANDICAP PAVEMENT RAMP

NOTE LEGEND

A. INSTALL "NO PARKING" SIGN, M.U.T.C.D. SIGN NO. R7-1C
A. 4" WIDE YELLOW PAINT STRIPE @ 45° @ 2'0 O.C., 8'FILL AREA AS SHOWN
A. REMOVE 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

Carmina Wood Morris
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 F[illegible] Road
Amherst, New York

Date: 08/2020
Drawn by: C. Wood
Scale: As Noted

DRAWING NAME:
Concept Site Plan

DRAWING NO.
C-100
Project no.: 20.143

© Carmina Wood Morris DPC
All rights reserved. Reuse of these documents without the expressed written permission of Carmina Wood Morris, DPC is prohibited. WARNING: It is a violation of article 145 section 7209 of the NYS Education Law for any person, unless acting under the direction of a licensed architect, licensed engineer or land surveyor, to alter this item in any way. If altered, add the AIA, P.E. or L.S. stamp and the notation "altered by" followed by their signature and the date of such alteration, and a specific description of the alteration.

Exhibit 9 - Color Copy of Figure 6 of the Adopted Bicentennial Comprehensive Plan (titled "Conceptual Land Use Plan")

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

Town of Amherst Bicentennial Comprehensive Plan

The Conceptual Land Use Plan is intended to communicate the overall direction and concept of future development. While it is not a zoning map and does not show the existing or proposed use of individual parcels, it is intended to show land use relationships, provide a generalized guide for future development, and establish a context for detailed area planning and design.

Location of Project Site - Designated as Appropriate for Mixed Residential Use

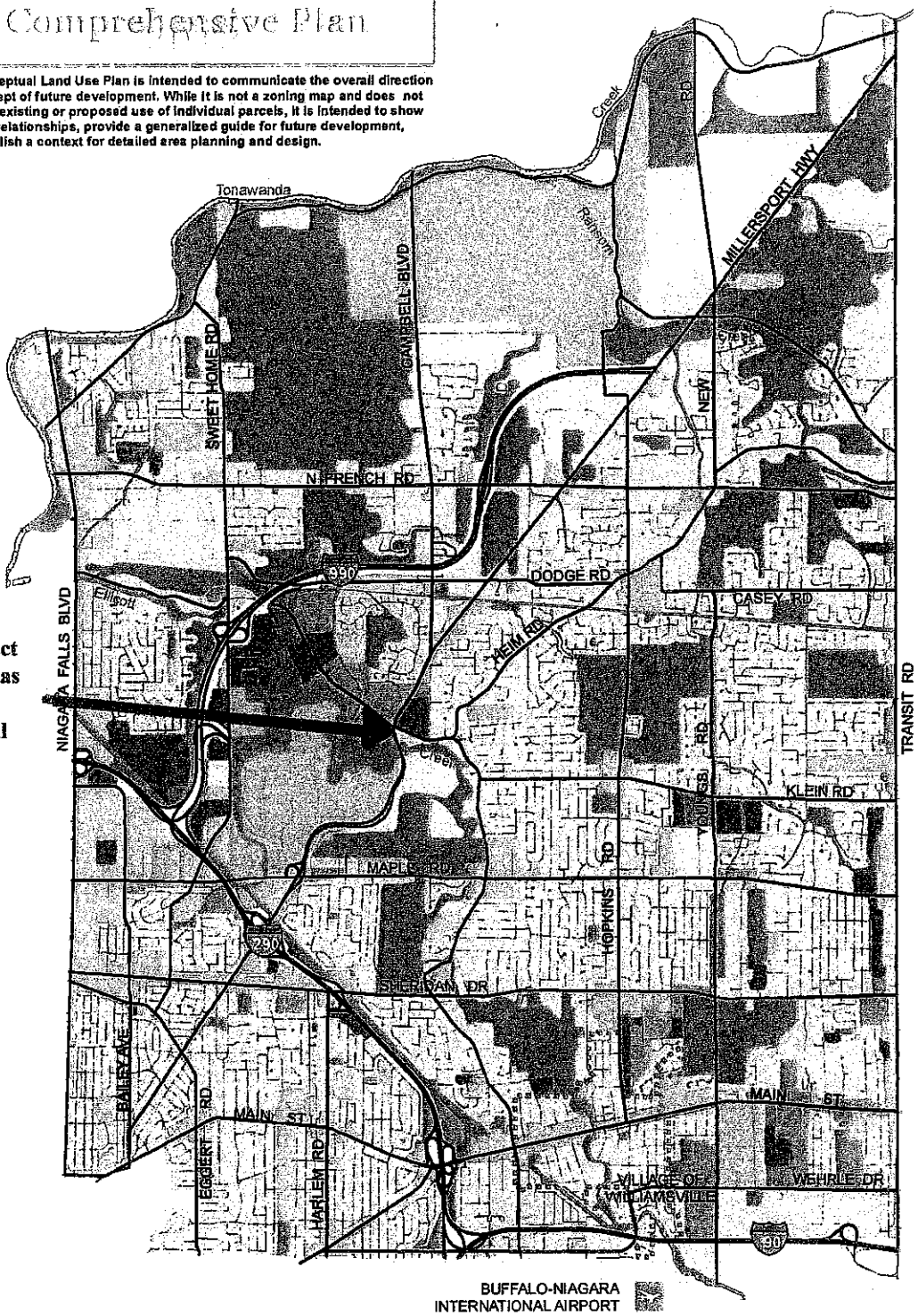


FIGURE 6

Conceptual Land Use Plan

Rural Residential
Single Family Residential
Mixed Residential
Medium Residential
Commercial / Mixed Use*
Special Use Center
Commercial - Office
Industrial - Office
Community Facilities
Educational Campus
Recreation, Open Space & Greenways
Agriculture
Transportation
Surface Water
Village of Williamsville Boundary

* See Map Figure 6-A for Additional Designations

SOURCE NOTES:

Original Source Data Provided by the Town of Amherst Information Technology Department, URS Corporation and Wallace Roberts & Todd, LLC

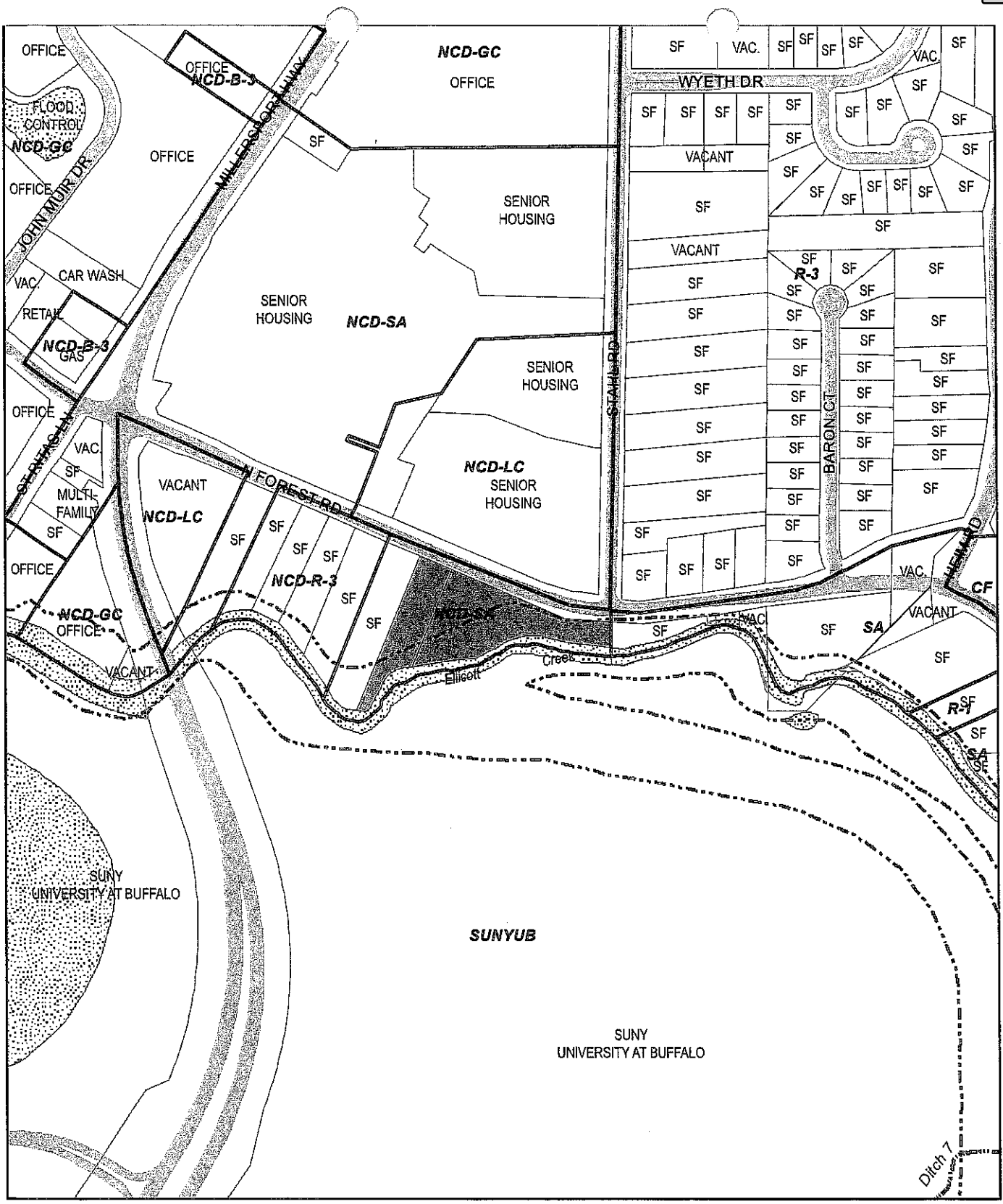
Map Compiled by the Town of Amherst Planning Department

Date: September 2019

N

0 0.25 0.5 0.75 1 1.25
Miles

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



Z-2020-06
Proposed Amendment #73 to the Audubon New Community Development Plan to Reclassify 2.35+/- AC of Land from NCD-SA to NCD-ND
Property Located at 2160 & 2170 North Forest Road (NCD)

Coromandel Estates Amherst, LLC, Petitioner

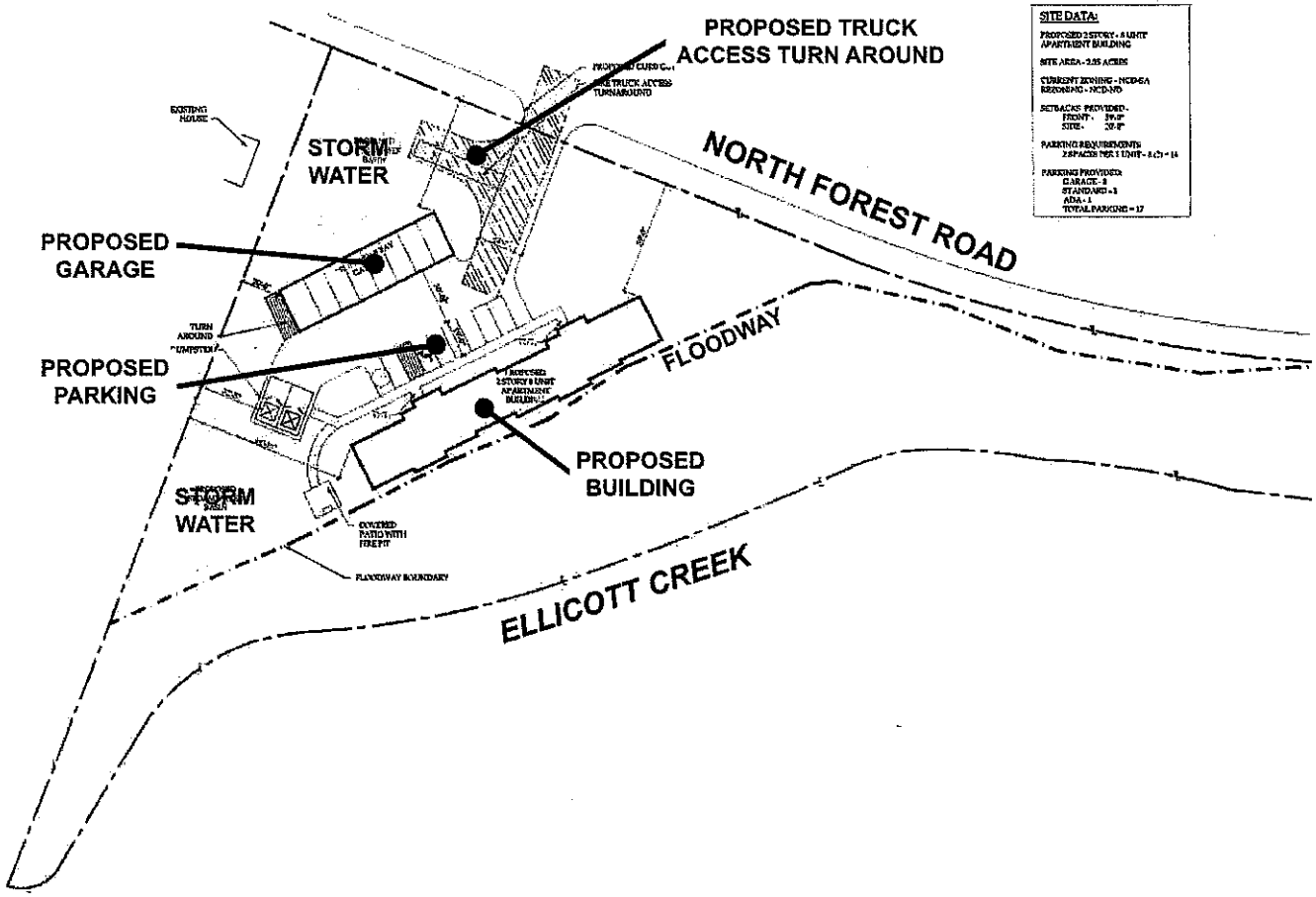
January 21, 2021

2160 & 2170 North Forest

Floodway Boundary

Prepared by the Town of Amherst Planning Department

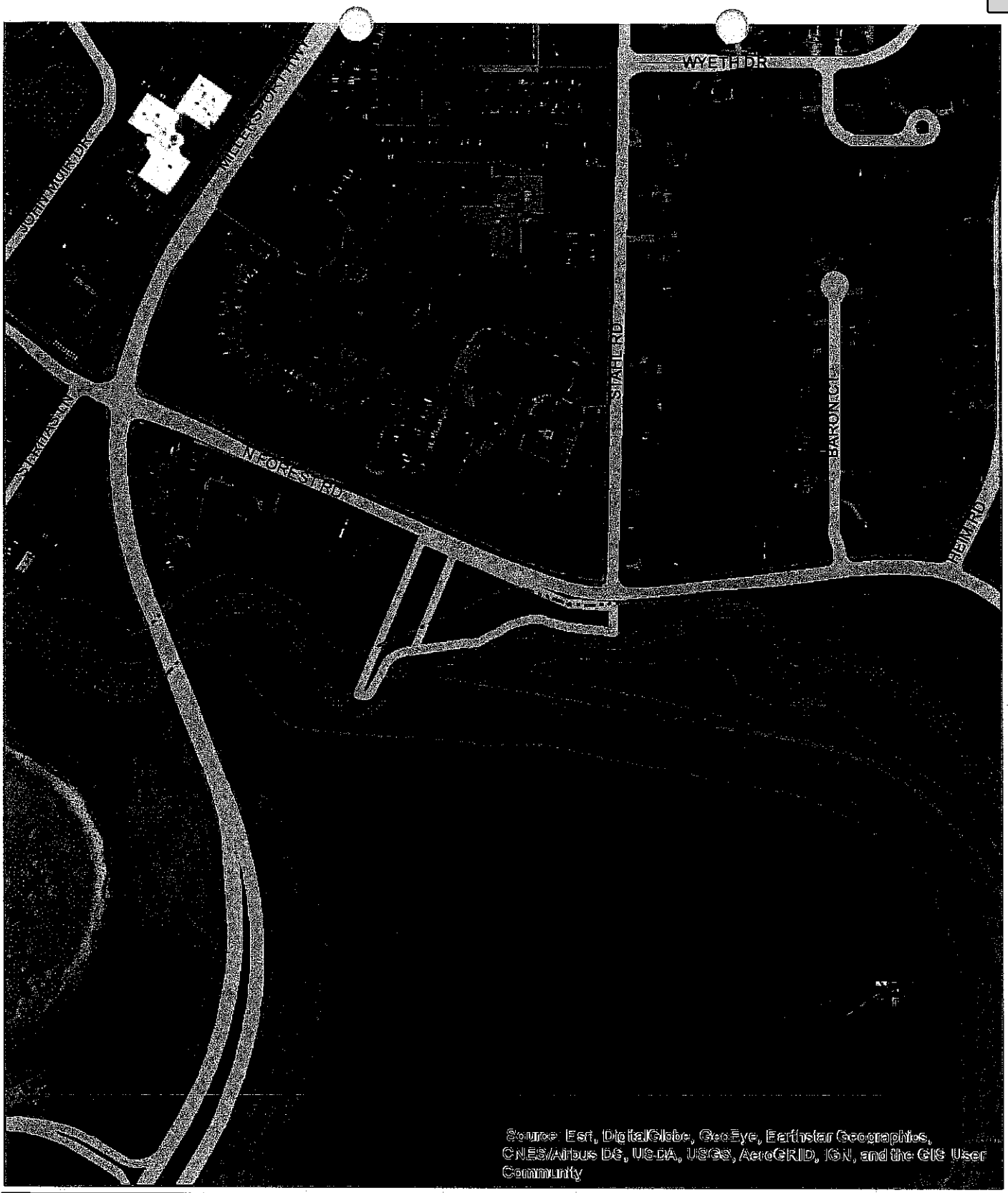
Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)



CONCEPT PLAN

Z-2020-06
2160 & 2170 North Forest Road
Received: 12/21/20

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



Z-2020-06
Proposed Amendment #73 to the Audubon New Community Development Plan to Reclassify 2.35+/- AC of Land from NCD-SA to NCD-ND
Property Located at 2160 & 2170 North Forest Road (NCD)

Coromandel Estates Amherst, LLC, Petitioner
January 21, 2021

2160 & 2170 North Forest

Floodway Boundary

Prepared by the Town of Amherst Planning Department

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

Williamsville Central Schools

Encouraging • Nurturing • Challenging

RECEIVED
SEP 22 2020
TOWN OF AMHERST
PLANNING DEPT.

September 15, 2020

Ms. Ellen Kost
Associate Planner
Town of Amherst Planning Department
5583 Main Street
Williamsville, NY 14221

RE: PROPOSED AMENTMENT #73 TO THE AUDUBON NEW COMMUNITY DEVELOPMENT PLAN TO RECLASSIFY 2.35 ACRES OF LAND FROM **NCD-SA** TO **NCD-ND, Z-2020-06**; PROPERTY LOCATED AT **2160 AND 2170 NORTH FOREST ROAD (NCD)**; COROMANDEL ESTATES AMHERST, LLC, PETITIONER.

Dear Ms. Kost:

The Williamsville Central School District has reviewed file number **Z-2020-06** for the request by Coromandel Estates Amherst, LLC to reclassify land for the above-named property.

Please note that the District has received this information and placed it on file. A future bus stop will be located at a driveway entrance at N. Forest Road in accordance with District policy.

Sincerely,

Thomas R. Maturski
Assistant Superintendent for Finance & Management Services

TRM/ld

cc: Coromandel Estates Amherst LLC c/o Sean Hopkins, Esq, 5500 Main St., Suite 343, Williamsville NY 14221; shopkins@hsr-legal.com
Scott Marshall, Principal Planner; smarshall@amherst.ny.us

105 Casey Road, P.O. Box 5000, East Amherst, NY 14051-5000 • Phone: (716) 626-8012, Fax: (716) 626-8017
www.williamsvillek12.org
Thomas R. Maturski, Assistant Superintendent for Finance & Management Services

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

COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

William E. Geary, Jr.,
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS
RATH BUILDING 14TH FLOOR

TELEPHONE:716.858.8300
FAX: 716.858.8228

September 27, 2020
Ms. Ellen M. Kost, AICP
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Re: Lead Agency Request
Proposed 3 Story Apartment Building
2160-2170 North Forest Road (CR-294)
(T) of Amherst, County of Erie

Dear Ms. Kost:

This Department has received your request for Lead Agency for the above referenced project and the rezoning of 2.35 acres. Erie County Department of Public Works takes no exception with the Town of Amherst being the Lead Agency for this project. This approval of Lead Agency is only from Erie County Department of Public Works and does not imply that other County Departments concur with this approval, as their response will be coming by separate letter.

Permit Requirements

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

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

Traffic Concerns

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

We ask that you please keep us informed as this project progresses and forward design plans and reports when they become available.

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

Sincerely,

ERIE COUNTY DEPARTMENT OF PUBLIC WORKS

Darlene M. Svilokos, P.E.
Principal Civil Engineer

cc: Karen Hoak, Deputy Commissioner – Highways
Brian A. Rose, P.E., Supervisor of Engineering
Gina Wilkolaski, P.E., Traffic and Safety Engineer
John Dennee, Senior Highway Maintenance Engineer
File: CR-294

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

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

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

January 22, 2021

Ms. Ellen Kost
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Dear Ms. Kost,

SEQR Lead Agency Coordination
Audubon New Community Development
2160 and 2170 North Forest Road
Town of Amherst, Erie County

This letter is in response to your December 23, 2020 correspondence regarding the above-noted project. The revised project plan has been reviewed and the Department has no additional comments on the proposed project beyond those in the attached September 30, 2020 SEQR lead agency response letter from this agency. Thank you.

If you have any other questions, please feel free to contact Ms. Kerri Pickard-DePriest of my staff or me at 716/851-7165.

Sincerely,

David S. Denk

Digitally signed by David S. Denk
DN: cn=David S. Denk, o=NYS DEC, ou=Div. of Env. Permits, email=david.denk@dec.ny.gov, c=US
Date: 2021.01.22 14:13:13 -05'00'

David S Denk
Regional Permit Administrator

KPD

ecc: Mr. Theodore Myers, NYSDEC, Division of Water
Mr. Sean Hopkins, Esq, shopkins@hsr-legal.com

Z-2020-06

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

Amherst

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

RECEIVED
JAN 14 2021
TOWN OF AMHERST
PLANNING DEPT.

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

MEMORANDUM December 18, 2020

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

DEC 23 2020
TOWN OF AMHERST
BUILDING DEPT

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

SUBJECT: PROPOSED AMENDMENT #73 TO THE AUDUBON NEW COMMUNITY DEVELOPMENT PLAN TO RECLASSIFY 2.35± ACRES OF LAND FROM **NCD-SA** TO **NCD-ND;** PROPERTY LOCATED AT **2160 and 2170 NORTH FOREST ROAD (NCD);** COROMANDEL ESTATES AMHERST, LLC, PETITIONER. **Z-2020-06**

REVISED APPLICATION AND CONCEPT PLAN:
Received December 18, 2020

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

General comments relative to your agency interests: a floodplain development permit will be required

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

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

Signature: Doug Gesel **Date:** 1-13-21

EK/jfa
X:\Current_Planning\Files\Rezonings\2006\Z-2006-06_(9290_Transit_Rd)_2006\Z-2020-06_Rev_Transmittal_Application & Concept Plan_121820.doc

cc: Scott Marshall, Principal Planner
Coromandel Estates Amherst LLC, c/o Sean Hopkins, 5500 Main St., Suite 343, Williamsville, NY 14221
Thiru Vikram, c/o Coromandel Estates LLC, 4515 Chestnut Ridge Road, Unit 106, Amherst NY 14228
Chris Wood, Carmina Wood Morris, 487 Main St., Suite 500, Buffalo NY 14203
Christina Barmosz, Silvestri Architects, 1321 Millersport Hwy., Amherst, NY 14221
David Pawlik, Creative Structures Services, 550 Seneca St., Suite 100, Buffalo NY 14204

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

Amherst

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

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

RECEIVED
DEC 17 2020
TOWN ATTORNEY

MEMORANDUM December 18, 2020

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
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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: _____

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
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David Pawlik, Creative Structures Services, 550 Seneca St., Suite 100, Buffalo NY 14204

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

Amherst

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

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

RECEIVED
DEC 21 2020
TOWN ATTORNEY

MEMORANDUM December 18, 2020

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
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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
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Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Amherst

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

RECEIVED
DEC 31 2020
TOWN OF AMHERST
PLANNING DEPT.

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

MEMORANDUM December 18, 2020

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
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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
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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 31 2020
TOWN OF AMHERST
PLANNING DEPT.

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
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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

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

Amherst

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

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

TOWN OF AMHERST ENGINEERING DEPARTMENT
2020 DEC 22 P 12:37

MEMORANDUM December 18, 2020

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
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Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
ECHWY
NYSDEC
Williamsville Central School District

RECEIVED
DEC 28 2020
TOWN OF AMHERST
PLANNING DEPT.

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

SUBJECT: PROPOSED AMENDMENT #73 TO THE AUDUBON NEW COMMUNITY DEVELOPMENT PLAN TO RECLASSIFY 2.35± ACRES OF LAND FROM **NCD-SA** TO **NCD-ND**; PROPERTY LOCATED AT **2160 and 2170 NORTH FOREST ROAD (NCD);** COROMANDEL ESTATES AMHERST, LLC, PETITIONER. **Z-2020-06**

REVISED APPLICATION AND CONCEPT PLAN:
Received December 18, 2020

REVIEW:

Do you agree with all statements made? YES.

If you do not, briefly state why: _____

General comments relative to your agency interests: NONE

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

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

Signature: _____ **Date:** 12/24/20

EK/jfa
X:\Current_Planning\Files\Rezonings\2006\Z-2006-06_(9290_Transit_Rd)_2006\Z-2020-06_Rev_Transmittal_Application & Concept Plan_121820.doc

cc: Scott Marshall, Principal Planner
Coromandel Estates Amherst LLC, c/o Sean Hopkins, 5500 Main St., Suite 343, Williamsville, NY 14221
Thiru Vikram, c/o Coromandel Estates LLC, 4515 Chestnut Ridge Road, Unit 106, Amherst NY 14228
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Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

RECEIVED
NOV 30 2020
TOWN OF AMHERST
PLANNING DEPT.

Kost, Ellen

From: Rutkowski, Edward (DOT) <Edward.Rutkowski@dot.ny.gov>
Sent: Saturday, November 28, 2020 12:50 PM
To: Kost, Ellen
Subject: 2160-2170 North Forest Rd, Proposed Rezoning for 18 Unit Apartment Building, Amherst
Attachments: 2160-2170 N Forest.pdf

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

Ellen,

New York State Department of Transportation (NYSDOT) reviewed the information submitted for the subject project and has the following comments:

- NYSDOT concurs with the Town of Amherst acting as the Lead Agency.
- The proposed project will not have a significant impact to traffic on the Stathe Highway System.

If you have any questions, please contact me either by email or phone.

Sincerely,
Ed Rutkowski

Edward S. Rutkowski, P. E.
SEQR/Site Plan Review Coordinator
NYSDOT - Region 5
100 Seneca Street
Buffalo, New York 14203
716-847-3575

NEW YORK STATE OF OPPORTUNITY. | Department of Transportation

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

NEW YORK STATE OF OPPORTUNITY. | Parks, Recreation, and Historic Preservation

ANDREW M. CUOMO
Governor

ERIK KULLESEID
Commissioner

October 30, 2020

Roberta Rappoccio
Associate Planner
Town of Amherst, NY Planning Department
5583 Main Street
Amherst, NY 14221

Re: DEC
Rezoning for 18-Unit 3-story New Construction Project
2160 North Forest Rd, Amherst, Erie County, NY
20PR05460
Z-2020-06

Dear Roberta Rappoccio:

Thank you for requesting the comments of the Division for Historic Preservation of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the Phase I Archaeological Reconnaissance Survey report prepared by the University at Buffalo's Archaeological Survey (Whalen & Angelini, October 2020; 20SR00539) in accordance with the New York State Historic Preservation Act of 1980 (section 14.09 of the New York Parks, Recreation, and Historic Preservation Law). These comments are those of the Division for Historic Preservation and relate only to Historic/Cultural resources.

Based on this review, it is OPRHP's understanding that no archaeological sites were identified during the above-noted investigation, and we concur with the report's conclusion that no further archaeological investigations are warranted. It is, therefore, OPRHP's opinion that no properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project. Should the project design be changed OPRHP recommends further consultation with this office.

If you have any questions, I can be reached via e-mail at Josalyn.Ferguson@parks.ny.gov.

Sincerely,

Josalyn Ferguson, Ph.D.
Scientist Archaeology

via email only

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

Carrato, Amy

From: ann bealer <annri35@msn.com>
Sent: Tuesday, October 06, 2020 3:26 PM
To: Carrato, Amy
Subject: Rezoning of property at 2160&2170 N. Forest Rd.

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

I am totally against the rezoning of the above properties for a 3 story apartment building. I spend my summers outside in my backyard and I would lose all my privacy. Traffic is a problem. We have trouble getting in and out of our driveways. At rush hour it is almost impossible. We also have frequent water brakes as the lines are old. They were supposed to put new lines in 3or4 years ago and they never did. How much more water can those pipes handle? Water pressure is another issue. Am and pm the pressure is low. I ask also where is the green space in Amherst. It seems all the developers want to do is build. And I would ask the Board members and the Planning Board if they would like a 3 story building right next door to them.

Ann Bealer
2204 N. Forest Rd.

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

Carrato, Amy

From: sprinter16@roadrunner.com
Sent: Sunday, October 11, 2020 11:29 AM
To: Carrato, Amy
Subject: Rezoning request located at 2160 & 2170 N Forest Rd.

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

To Whom It May Concern,

We received a notice regarding the request to rezone 2160 & 2170 N Forest Rd. We live at 2200 N Forest Rd which is 3 houses down from the proposed rezoning and would like it noted that we are definitely not in favor of a 3 story apartment building or any apartment building for that matter.

Several years ago an effort was made to rezone the corner of N Forest Rd and Millersport Hwy to a 3 story apartment building and that effort was successfully denied based on various issues such as excessive traffic which is already a terrible problem, frequent water main breaks that occur in our area and the proposed targeted tenants which would have been college students. At the time, there was a house on the property that was being rented out to college students and the loud parties and noise created many complaints that required a police response.

As well as the concerns already mentioned, the project calls for 2 retention ponds that will drain in to Ellicott Creek. We always have flooding occur on the lower portion of our property during heavy rains and we do not want additional discharge of water from other sources as we feel this will create more opportunity for additional flooding as well as perhaps change the flow of the water.

Most of the homes that would be directly impacted by the proposed apartment building would lose all backyard privacy based on the illustration provided in the rezoning request. One of the only saving graces of living on an extremely busy, noisy street is the fact that we have no rear neighbors and are able to enjoy the view of the creek as well as the natural habitat. Having a 3 story apartment building and the noise it will create just through everyday living will definitely have a negative impact on those of us nearest to it.

We will continue to remain involved in the meetings and decisions regarding this request.

Fran & Dennis Cummings

2200 N Forest Rd

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

Carrato, Amy

From: Dan Boscarino <dboscarino@yahoo.com>
Sent: Tuesday, October 13, 2020 3:07 PM
To: Carrato, Amy
Subject: Property at 2160& 2170 North Forest Road Planning Board meeting October 15

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

I'm writing to voice my opinion that I'm not in favor of rezoning the property. The corner is extremely busy and less than a half a mile from a school zone. The traffic is already unbearable on weekday mornings and evenings. This is a residential neighborhood and should stay that way, with single family homes only. I cannot see how anyone could approve a zoning change.

Regards,

Daniel M. Boscarino
Carrie Boscarino
57 Baron Ct
Getzville, New York

Sent from Yahoo Mail for iPad

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

Carrato, Amy

From: Rosemary Blando <rblando@durham.com>
Sent: Tuesday, October 13, 2020 8:04 AM
To: Carrato, Amy
Cc: jjh2180@verizon.net
Subject: 2160 & 2170 North Forest Rd
Attachments: Amherst final draft.docx; Signed petitions.pdf

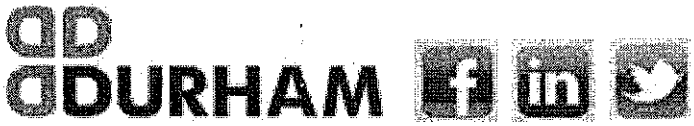
CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Planning Board:
Attached please find our response to the request to approve **Amendment #73 of the Audubon New Community Development Plan**. This matter is scheduled to be heard as **item #3** on the Planning Board's **October 15th agenda**. Kindly acknowledge receipt via email as well as **jjh2180@vereizon.net**. My husband, Joseph Hausbeck plans to appear at the hearing, via Zoom, and requests permission to speak in rebuttal. The second attachment are (2) petitions in opposition to petitioner's request.
Thank you for your consideration,

Joseph J. Hausbeck
Rosemary Blando
Residents 2180 North Forest Rd
Williamsville, NY 14221

716.473.3972 cell

www.durhamstaffing.com



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)

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. Specific Issues applicable to the Neighborhood:

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.
Ina Dennis Cummings 2220 N. Forest Rd.
Sterling Lawson 1881 N. Forest Rd
Joan Amico, 1936 North Forest, Amh NY 14221
Steve Amico, 1936 North Forest, Amh NY 14221

October 2020

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

Town of Amherst Planning Board

5583 Main Street

Williamsville, NY 14221

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George De Rosa
2220 North Forest Road, Williamsville, N.Y. 14221
Allen Miles
25 Stahl Rd, Getzville 14068 Allen Miles
[illegible]
W.R.D. 2220 N. Forest Rd. 14221
Karen Macura 2230 N FOREST RD 14221

October 2020

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

Z-2020-06
2160 & 2170 N. Forest Rd

Carrato, Amy

From: Joan Amico <jamico99@gmail.com>
Sent: Wednesday, October 14, 2020 7:15 AM
To: Carrato, Amy
Subject: Planning Board Meeting 10/15 - Amendment #73 of the Audubon New Community Development Plan.

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

My husband and I received notice of the proposed rezoning of residential property on North Forest Road and I would like to speak at the Planning Board meeting on October 15 about this rezoning.

Also, please share my comments below with the board:

This stretch of North Forest is primarily a residential area. It is not a commercial area and it should not be rezoned. It seems that over the last several years, long stretches of North Forest Road have been turned into apartment buildings and other commercial properties. Do we really need to build such structures alongside and embedded between single family homes? Would you want to live in-between commercial properties? Do we even need another apartment complex in this area?

The Town of Amherst should first and foremost make decisions that are best for the residents that live in their community. Please think about the residents, people like my husband and I, when deciding to rezone this and any property.

Kindly reply back to confirm receipt of this email.

Thank-you,

Joan and Steve Amico
1936 N Forest Rd, Williamsville, NY 14221

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

GINEERING DPC|DBA
GEOTECHNICAL
INEERING SERVICES

Z-2020-06,
2160 and 2170 N. Fores

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Henrietta, NY 14467
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Fax: (585) 359-9668

September 17, 2020
Project No. WB-20-105
(SJB Project No. BE-20-105)

Postwork Capital

c/o Buffalo Automation
10236 Transit Road
East Amherst, New York
14051

Attn. Mr. Thiru Vikram, CEO

Re: Geotechnical Engineering Report
Proposed Elysium Apartment Complex
2160 North Forest Road
Town of Amherst, New York

Dear Mr. Vikram:

WMA Engineering DPC, dba Empire Geotechnical Engineering Services (Empire), is pleased to submit the enclosed Geotechnical Engineering Report for the above referenced project. We have also e-mailed you an electronic copy (pdf file format) of this report, for your use and for distribution. Please contact me should you have any questions or wish to discuss this report. Thank you for considering Empire for this work and we look forward to working with you through the completion of this project.

Sincerely,

WMA Engineering DPC, dba
Empire Geotechnical Engineering Services

Thomas R. Seider, P.E.
Geotechnical Engineer

RECEIVED
OCT 07 2020
TOWN OF AMHERST
PLANNING DEPT.

Enc.: Geotechnical Engineering Report

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

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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



Project No. WB-20-105
(SJB Project No. BE-20-105)
September 2020

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

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APPENDIX A – SUBSURFACE EXPLORATION LOGS

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

APPENDIX B – SUBSURFACE EXPLORATION LOGS

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APPENDIX C – GEOTECHNICAL REPORT LIMITATIONS

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

1.00 INTRODUCTION

1.10 GENERAL

This report presents the results of a subsurface exploration program completed by SJB Services, Inc. (SJB), and a geotechnical engineering evaluation completed by WMA Engineering DPC, dba Empire Geotechnical Engineering Services (Empire), for the proposed Elysium Apartment Complex, planned off of North Forest Road, within the Town of Amherst, New York. Postwork Capital retained SJB and Empire to complete this work, which was done in general accordance with SJB's June 29th, 2020 proposal, that was authorized on July 2, 2020.

SJB, our affiliated subsurface exploration company, recently completed five test borings and installed a groundwater observation well at the site. Prior to this investigation, SJB and Empire completed two separate subsurface investigations and prepared geotechnical evaluation reports for projects that were planned at the site. These included a proposed house in July 2014 and a proposed garage type structure in March 2020. The previous investigations each included one test boring along with some geotechnical laboratory testing. Neither of the two projects were constructed. It is our understanding that Postwork Capital has received approval to use the data developed during the first two investigations, to supplement the findings from the recently completed investigation.

Based on the findings from the recent investigation, and the two previous investigations, Empire has prepared this report, which summarizes the subsurface conditions encountered, and presents geotechnical recommendations for design and construction of the foundations, slab-on-grade floor, and pavement areas, as well as the associated site preparation work for the proposed project.

1.20 SITE AND PROJECT DESCRIPTION

The project site is located along the south side of North Forest Road, immediately west of its intersection with Stahl Road (street address 2160 North Forest Road) within the Town of Amherst, New York. As shown on Figure 1, Ellicott Creek forms the southern boundary of the project site, resulting in an irregular triangular shaped parcel, with about 550 feet of frontage along North Forest Road. As shown on Figure 2, the ground surface at the site slopes downward towards Ellicott Creek, with surface elevations ranging from about 583 feet to 570 feet.

Based on a cursory review of older USGS mapping (www.historicaerials.com), it appears Ellicott Creek formerly extended farther to the north than its current location. As discussed in later sections of this report, the fill soils encountered within the test borings could be related to site filling within the limits of the former creek location.

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The proposed apartment building will be located within the northwest corner of the site, beyond the floodway boundary, and where the site grades are more gradual. Based on the information provided by Silvestri Architects, PC, the apartment building will consist of a three story wood framed structure with an at-grade floor near the current site grades. Other than an elevator pit, no below grade structures are planned. Asphalt pavement driveways and parking areas are planned around the building. Figure 2 provides additional details about the proposed development.

2.00 SUBSURFACE EXPLORATIONS

2.10 JULY 2020 INVESTIGATION

The most recent subsurface exploration program included:

- 3 test borings completed within the limits of the proposed apartment building, designated as B-1 through B-3;
- 1 test boring completed within the southwest portion of the site, within a proposed terraced seating area, designated as B-4; and
- 1 test boring to the east of the proposed apartment building, within a future sports court area, designated as B-5.

The test boring locations were staked in the field by SJB, using a hand held global positioning system (GPS) instrument. The approximate test boring locations are shown on Figure 2. Survey level measurements were used to determine the approximate ground surface elevation at the test boring locations, using the rim of a catch basin frame within North Forest Road as a benchmark. The approximate benchmark location is shown on Figure 2, and has a reported elevation of 580.70 feet.

The recent test borings B-1 through B-5 were completed by SJB between July 23rd and July 27th, 2020, using a Central Mine Equipment (CME) model 550x, all-terrain tire mounted drill rig. Hollow stem auger and split spoon sampling techniques were used to advance the test borings through the overburden soils. Split spoon samples and Standard Penetration Test (SPT) were taken continuously from the ground surface to a depth of 12 feet, and in intervals of five feet or less for the remaining depth of the test borings. The split spoon samples and SPTs were completed general accordance with *ASTM D1586 – "Standard Test Method for Penetration Test and Split-Barrel Sampling of Soils"*.

Test borings B-1 through B-4 were advanced through the overburden until encountering the top of apparent bedrock, as identified by auger refusal, at depths of about 22 feet to 27.2 feet. After encountering auger refusal within test borings B-1 and B-4, 8 to 9 feet of rock coring was completed using an NQ'2' size core barrel, in accordance with *ASTM D 2113 – "Standard Practice for Rock Core Drilling and Sampling of Rock for Site Investigation"*. Test boring B-5 was completed to a depth of 15 feet.

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A Geologist prepared the test boring logs based on visual observations of the recovered soil and rock core samples and a review of the driller's field notes. The soil samples were described based on a visual/manual estimation of the grain size distribution, along with characteristics such as color, relative density, consistency, moisture, etc. The rock cores were also described, including characteristics such as color, rock type, hardness, weathering, bedding thickness, core recovery and rock quality designation (RQD). The test boring logs for the recently completed test borings B-1 through B-5 are presented in Appendix A, along with general information and a key of terms and symbols used to prepare the logs.

A groundwater monitoring well was installed within completed test boring B-2. The well consists of two inch diameter PVC screen and riser pipe, extending from the bottom of the test boring to above the ground surface. The sand pack extends from the bottom of the test boring up to a depth of about 14 feet. A bentonite chip seal was installed above the sand pack, with the remainder of the test boring backfilled with soil cuttings. Additional details regarding the construction of the well are shown on the Monitoring Well Completion Record, included in Appendix A, following test boring log B-2.

2.20 PREVIOUS INVESTIGATIONS

As noted, two previous investigations were completed at the site by SJB and Empire, each including one test boring along with some geotechnical laboratory testing. Test boring B-1 completed in June 2014 was drilled within the limits of the proposed apartment building. Test boring B-1 completed in February 2020 was completed within the southwest corner of the site. The approximate location of these test borings are shown on Figure 2. The test boring logs from the previous investigations, with updated ground surface elevations, are included in Appendix B. Additional information regarding the previous investigations is included in: Empire's July 11, 2014 Subsurface Exploration and Geotechnical Evaluation Report, along with the August 15, 2014 Follow-Up Information letter; and the March 14, 2020 Subsurface Exploration and Geotechnical Evaluation Report.

3.00 SUBSURFACE CONDITIONS

3.10 GENERAL

The subsurface conditions described in the following sections are based on the recently completed test borings B-1 through B-5, and previously completed test borings from 2014 and early 2020. Beneath the topsoil, fill type soils were encountered which extended to depths of about 4 feet to 10 feet. Beneath the fill, the upper indigenous soils consisted of silty clay soils, often containing intermixed organics, which extended to depths of about 18 to 20 feet. The remaining soils consisted of compact to very compact gravels and sands, which extended to the top of Shale bedrock at depths of about 25 to 28 feet. The soil and bedrock stratigraphy encountered along with the groundwater conditions observed are described in more detail below and on the test boring logs in Appendix A and Appendix B.

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3.20 FILL SOILS

Beneath the topsoil, fill type soils were encountered which extended to depths of about 4 to 10 feet. It should be expected that the depth of the fill will vary between and away from the exploration locations, and will be dependent on the original site topography and former limits of Ellicott Creek, prior to site filling and grading. As noted, based on a review of older USGS mapping, it appears Ellicott Creek formerly extended farther to the north than its current location.

The fill soils generally consisted of a reworked mixture of silty clays and sands with varying amounts of gravel and trace to little amounts of organics. Exceptions include: a layer of organic clayey silts encountered from about 4 to 6 feet within the 2014 test boring B-1; a zone of concrete fragments and soils observed within the upper four feet at test boring B-2; and a zone of asphalt fragments and soils observed from about 2 feet to 6 feet within test boring B-5. Trace amounts of glass, slag, concrete, organics, and asphalt were often observed within the fill soils. The Standard Penetration Test (SPT) "N" values obtained within the fill soils ranged from of 5 to "sample spoon refusal" (i.e. more than 50 blows required to advance the sample spoon with six inches or less of penetration). The variable nature of the fill soils, along with the variable relative density/consistency as determined from the SPT "N" values, indicate the fill soils were likely installed in an uncontrolled, non-engineered manner.

3.30 INDIGENOUS SOILS

Beneath the fill soils, and extending to depths of about 18 to 20 feet, the upper indigenous soils consisted of a mixture of silty clays and sands, often containing trace to little amounts of organics. Exception include the 15 to 17 feet deep sample from test boring B-2 which consisted predominately of organics. The silty clays and sands with organic are classified as CL, SC-SM, and OL-CL group soils using the Unified Soil Classification System (USCS). These upper indigenous soils appear to be alluvial deposited soils from Ellicott Creek. The SPT "N" values obtained within these soils ranged from "weight of hammer" (i.e. only the weight of the hammer and rods required to advance the sample spoon) to 8, indicating these soils have a "very soft" to "medium" consistency. Laboratory testing from the first two investigations indicate these soils, at depths shallower than about 12 to 14 feet, had a medium to high plasticity, a moisture content ranging from about 40% to 55%, and an organic content of about 5% to 8%.

Beneath a depth of about 18 to 20 feet, and extending to the top of bedrock at about 25 to 28 feet, the remaining indigenous soils consisted of a mixture of gravels and sands with little to some amounts of silts and clays. These soils are classified as GC-GM and SM group soils using the USCS. The SPT "N" values obtained within these deeper soils ranged from 40 to "sample spoon refusal", indicting the deeper soils have a "compact" to "very compact" relative density.

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3.40 BEDROCK

Recently completed test borings B-1 through B-4, along with test boring B-1 from 2014 and test boring B-1 from early 2020 were drilled through the overburden soils until encountering the top of apparent bedrock, as identified by auger refusal conditions. Following auger refusal within recently completed test borings B-1 and B-4, 8 feet, and 9 feet of rock coring was completed, respectively. The following table summarizes the depth and elevation where the top of bedrock was encountered, as identified by rock coring (C) or auger refusal (AR). At test boring B-4, rock coring was started at 22.0 feet. However, the upper portion of the recovered core consisted of soil, with the top of shale rock starting at a depth of about 24.4 feet.

Approximate Depth and Elevation of Top of Bedrock

Test Boring	Approximate Ground Surface Elevation (feet)	Depth / Elevation of Top of Bedrock (feet)
B-1	582.3	25.2 / 557.1 (C)
B-2	581.1	26.0 / 555.1 (AR)
B-3	579.5	26.5 / 553.0 (AR)
B-4	578.1	24.4 / 553.7 (C)
B-1 (2014)	581 +/-	26.0 / 555.0 (AR)
B-1 (Feb. 2020)	580.0	27.7 / 552.3 (AR)

The bedrock recovered from test borings B-1 and B-4 consisted of brown, medium hard, sound, laminated to thickly bedded, Shale bedrock. The core recoveries ranged from 66% to 100%. The rock quality designation (RQD) values for the first core runs were 21% and 47%, indicating the near surface bedrock has a "very poor" to "poor" rock mass quality. The RQD values for the second core runs were 81% and 85%, indicating the deeper bedrock has a "good" rock mass quality.

3.50 GROUNDWATER

Based on the information summarized below, a general groundwater condition at the time of our investigation appears to exist near a depth of about 10 to 11 feet, or approximate elevation 570 to 571 feet, which is near the water level within Ellicott Creek.

Water level measurements were made in the test borings following the completion of overburden drilling and sampling, and are presented on the test boring logs in Appendix A and Appendix B. At test boring B-3, the depth to water was about 21.5 feet below the ground surface. Within the remaining test borings, no water was observed. Based on the water levels measured within the observation well, as described below, it appears that

groundwater did not have sufficient time to fully accumulate and stabilize in the test holes within the time that had elapsed from the completion of drilling operations and the time of the measurements.

A groundwater observation well was installed within completed test boring B-2. SJB visited the site on August 6th, 2020, at which time the depth to water within the well was about 10.0 feet below the ground surface, correlating to approximate elevation 571 feet. Following the initial measurement, about 5 gallons of water was removed from the well, lowering the water level. SJB returned to the site on September 15th, 2020, at which time the depth to water within the well was about 11.1 feet below the surface, correlating to approximate elevation 570 feet. These depths generally correspond to the depths where the collected soil samples were described as "moist to wet" or "wet".

Some of the shallower samples of fill soils within test borings B-1 and B-5, along with some shallower samples of sandier indigenous soils within test boring B-3 were described as "moist to wet". These conditions could be representative of some perched or trapped groundwater within the more granular or looser fill and indigenous soils, which overlie less permeable indigenous soils. Perched groundwater conditions can be more prevalent following heavy or extended periods of precipitation and during seasonally wet periods. It should be expected that both permanent and perched groundwater conditions could vary with location and with changes in soil conditions, precipitation, seasonal conditions, and fluctuations of the water level within Ellicott Creek.

4.00 GEOTECHNICAL RECOMMENDATIONS

4.10 GENERAL CONSIDERATIONS AND RECOMMENDATIONS

The following general geotechnical considerations and recommendations are provided to assist with planning for the design and construction of the proposed apartment complex. More detailed recommendations are presented in the subsequent sections of this report.

1. Design and construction of the proposed building will be primarily impacted by: the fill soils that extend to depths of 4 to 10 feet; the underlying soft silty clay indigenous soils which also contain organics; and the apparent perched groundwater condition within some of the fill soils and shallower indigenous soils.

2. The fill soils and the underlying silty clay and organic indigenous soils are not suitable for supporting the proposed apartment building using a conventional shallow spread foundation design. These soils are highly compressible and can also subside with time due to decomposition of the organics, resulting in excessive amounts of settlement beneath spread foundations. In addition, the softer silty clay soils are considered marginal for support of spread foundations.

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3. Considering the issues associated with spread foundations, a deep foundation system is recommended for use at this site, which will transfer the building loads through the fill and softer indigenous soils and into the "compact" to "very compact" indigenous soils, first encountered about 18 to 20 feet below the surface. Suitable deep foundation options include: driven pipe piles; helical piles; and drilled, cast-in-place pier foundations (i.e. caissons or drilled shafts).

4. The deep foundation support options will generally eliminate the settlement risks discussed above for spread foundations. However, settlement risks will still remain with regard to the ground level floor, if designed as a conventional slab-on-grade. In order to eliminate all risks associated with a ground level floor constructed over the fill soils and softer indigenous / organic soils, the floor should be constructed as a structural floor supported by a deep foundation system. We understand, however, it may not be economically practical to use a structural floor slab.

   The Owner, therefore, could consider an approach of removing a portion of the existing fill and provide some additional Subbase Stone, along with a heavy duty stabilization geotextile and geo-grid reinforcement beneath the slab-on-grade construction. This will provide for a stiffer subgrade and reduce some of the differential settlement effects, if it were to occur. There are some uncertainties with this approach, such as the potential for some long-term differential settlement, resulting from unidentified zones of unsuitable fill soils or buried organics.

   If the Owner is willing accept these risks, then we would recommend the following be implemented as minimum requirements for constructing the slab-on-grade over the existing fill soils.

   - The existing fill subgrades should be thoroughly compacted and properly proof rolled, evaluated, and prepared in accordance with our recommendations provided in Section 4.90.6.
   - Any deleterious materials, such as organics, very soft soils, construction debris, etc., which are present within the fill soils at the bottom of the subgrade excavation, should be further undercut, removed, and replaced with additional Subbase Stone.
   - The slab-on-grade floor should be constructed over a minimum 24-inch thick layer of compacted Subbase Stone / Structural Fill, that is separated from the fill soils with a suitable stabilization/separation geotextile. The Structural Fill layer should also be reinforced with two separate layers of geo-grid.
   - Additional steel reinforcing within the floor slab should be considered to help further bridge and reduce the risks of any differential subsidence effects, should they occur.

5. The installation of new fill, necessary to raise the site grades within the proposed building will result in some settlement within the fill soils and softer zones of indigenous soils, which could induce some drown drag forces on the deep foundations. Accordingly, the amount of new fill installation should be limited and be completed at least 2 to 3 months prior to the installation of the deep foundations.

6. Excavations to construct the pile caps and elevator pit could encounter some perched groundwater. Appropriate dewatering measures should be implemented to allow for construction to proceed in the dry. Undercutting the subgrade soils by about 12 to 18 inches and replacing them with Structural Fill should be considered, to provide a firm and stable working surface for construction of the pile caps, grade beams, and elevator pit.

7. Based on the subsurface conditions encountered, the site can be classified as Seismic Site Class "D" in accordance with the criteria in the New York State Building Code.

4.20 DRIVEN PIPE PILES

A driven, closed end pipe pile, is recommended for use at the site due to its lager end bearing area, compared to an H-pile. The steel pipe pile should have a yield strength of at least 50 ksi, and should have a minimum wall thickness of 0.25 inches. A steel cap plate should be used to close the end of the pile. The perimeter of the cap plate should be flush with the outer surface of the pipe pile. Driving the pipe piles open ended is not recommended. Following driving and acceptance, the pipe pile should be filled with concrete or be capped, as determined by the Structural Engineer.

The pile foundations should be driven to practical refusal, into the "compact" to "very compact" gravel and sand soils, first encountered about 18 to 20 feet below the surface. A pipe pile driven to practical refusal can be designed for an allowable axial capacity equal to 25% of the pile yield strength or 12.5 kips per square inch (ksi), whichever is less, times the cross sectional area of the pile.

Based on the above design criteria, an 8.625 inch diameter pipe pile section (Grade 50 steel), with a wall thickness of 0.25 inches and a cross sectional area of 6.6 in^2, would provide an allowable axial compressive capacity of about 41 tons per pile. The pile, however, should be driven and tested for an ultimate capacity of 82 tons. The ultimate test capacity assumes a Factor of Safety of 2.0, as required by the Building Code of New York State.

Other pipe pile sections could also be used, based on current product availability, to obtain different allowable axial capacities, provided the same design criteria as outlined above is used.

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Pile foundations driven to practical refusal within the "compact" to "very compact" gravel and sand soils, are expected to undergo insignificant total settlement, when designed and constructed in accordance with our recommendations. Driven piles should be spaced a minimum of 3 pile widths apart, or three feet, whichever is greater. At this spacing, no group reduction factor is considered necessary. All exterior pile caps and grade beams for driven pile foundations should be embedded a minimum of 4 feet below final exterior grades for frost protection.

At least 3 random piles should be dynamically tested to confirm that the pile capacity has been obtained with an adequate factor of safety (i.e. Factor of Safety of 2.0 or greater as required by the Building Code of New York State).

It is possible that obstructions could be encountered within the fill soils. Such obstructions will hinder and impact the installation of the driven piles, and therefore should be anticipated and addressed as appropriate by the pile driving contractor. Accordingly, some pre-excavation and removal of these materials may be necessary for the proper installation of the piles.

4.30 HELICAL PILES

Helical piles, often referred to as "screw piles", bearing within the "compact" to "very compact" gravel and sand soils, first encountered about 18 to 20 feet below the surface, can be used for supporting the proposed building. Helical piles consist of a steel plate formed into the shape of a helix (one pitch of a screw thread) attached to a steel shaft. Installation is accomplished by applying torque to the shaft and screwing the pile into the soil. During the installation, the torque is measured as a correlation to the design capacity.

We recommend a performance specification for the helical piles be developed (i.e. required compressive and uplift capacities). The helical pile installation contractor can then provide a suitable design and installation procedure. Variables will include the diameter of the helical plate, the use of multiple plates, embedment length, number of piles, grouting or no grouting, etc. A New York registered Professional Engineer should prepare the helical pile design.

Preliminarily, helical piles designed to bear at a depth of about 20 feet, can be designed based on an allowable end bearing capacity of 15 kips per square foot (psf). Accordingly, a 14 inch diameter helix (end area of 1.07 square feet) would be expected to develop an allowable axial capacity of about 16 kips per pile. The actual design, however, should be completed by the contractor based on the performance specification developed for the project. Exterior grade beams and pile caps should be embedded a minimum of 4 feet for frost protection.

Due to the potential for the accumulation of perched or trapped groundwater within the fill soils, and the potential flooding events, we recommend the design groundwater elevation be assumed to exist at the ground surface.

At least one load test should be completed for each helical pile type to confirm the design capacity has been obtained with an adequate factor of safety (i.e. Factor of Safety of 2.0 or greater). The load test data should be correlated to the installation torque to provide acceptance criteria for the production piles. Based on the testing results, the actual production helical pile lengths may vary and therefore such contingencies should be planned for in the installation contracts.

4.40 DRILLED PIERS

Drilled pier foundations, if used, should bear within the "compact" to "very compact" gravel and sand soils, first encountered about 18 to 20 feet below the surface. We recommend the drilled piers bear at least 2 to 3 feet into the gravel and sand soils. Therefore, the drilled piers should bear at an elevation of about 559 to 560 feet, in order to develop adequate end bearing capacity. All drilled pier foundation construction should be monitored by qualified geotechnical personnel, to ensure the drilled piers are bearing on suitable indigenous soil bearing subgrades.

The drilled pier foundations can be sized based on a maximum net allowable end bearing capacity of 15 kips per square foot. In all cases, a minimum pier diameter of 30 inches is recommended. The piers will need to be sized based on the actual column and wall loads as determined by the designer.

Drilled piers should be spaced no closer than 3 pier diameters, center to center. Exterior grade beams and pier caps for a drilled pier foundation system should be embedded a minimum of 4 feet for frost protection. It is estimated that drilled pier foundations sized and properly constructed in accordance with our recommendations above will undergo a total settlement of less than ½ inch.

4.50 ELEVATOR PIT

As noted, a general groundwater condition is expected near elevation 570 feet to 571 feet, or about 10 to 11 feet below the existing surface. However, due to the potential for the accumulation of perched or trapped groundwater within the fill soils, and the potential flooding events, we recommend the groundwater conditions be assumed to exist at the ground surface. Accordingly, the below grade elevator pit walls, should be constructed with perimeter foundation drains to intercept any groundwater that may tend to collect against the walls, and the walls should be properly damp proofed. As an alternative, the walls could be designed to resist full hydrostatic pressures acting on the structure walls and bottom slab, and be designed as a fully waterproofed structure.

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The elevator pit walls should be designed to resist "at rest" lateral earth pressures generated by the earth backfill and any temporary or permanent surcharge loads, based on the soil parameters below. These parameters are based on the wall backfill consisting of Structural Fill, as described in Appendix C. In addition, perimeter exterior foundation drains should be incorporated in the design where the walls are designed for relieved hydrostatic pressures (i.e. drained conditions).

Where a foundation drainage system is not used, the walls should be designed to resist the hydrostatic pressures as well as the lateral earth pressures acting the walls. In this case, the lateral earth pressure should be computed based on a submerged soil unit weight. In addition, the floor / bottom slab must be designed to resist the hydrostatic uplift pressure acting on it, and the depressed structure should also be fully water proofed.

Recommended Soil Parameters for Elevator Pit Wall Design

- Coefficient of "At-Rest" Lateral Earth Pressure – 0.47
- Angle of Internal Friction – 32 Degrees
- Moist Unit Weight of Soil – 140 pcf
- Submerged or Buoyant Unit Weight of Soil – 80 pcf
- Surcharge Load Lateral Coefficient – 0.50

4.60 SLAB-ON-GRADE FLOOR

4.60.1 Floor Slab with Thickened Subbase

As discussed in Section 4.10, the ground level floor can be constructed as a slab-on-grade over the existing fill soils, provided the Owner is willing to accept the risks associated with this option. These risks include the potential for some on-going, long-term settlement, and unpredictable differential settlement, because of the variable composition and density of the fill, and potentially other undetected areas of unsuitable fill soils (i.e. organics, wood, etc.).

The existing fill soil subgrades should be thoroughly compacted and properly prepared and evaluated in accordance with our recommendations in Section 4.906 prior to placement of the geotextile and Subbase Stone material. A minimum of 24 inches of Subbase Stone should be placed beneath the slab-on-grade floor. A suitable stabilization/separation geotextile, such as Mirafi 600X, should be placed over the prepared subgrades and a geo-grid reinforcement such as a TriAx TX160, should be placed over the geotextile, prior to installation of the first lift of Subbase Stone. An additional layer of geo-grid should be installed after the first 12-inches of Structural Fill has been installed.

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The slab-on-grade floors can be designed using a modulus of subgrade reaction of 200 pounds per cubic inch at the top of the 24 inches of Subbase Stone. Additional steel reinforcing within the floor slab should be considered to help further bridge and reduce the risks of any differential subsidence effects, should they occur.

It is understood the finished floor grade will be established above the surrounding exterior grades. Therefore, the use of a moisture barrier does not appear warranted, unless otherwise recommended by the finished flooring manufacturer. It is recommended that the slab-on-grade be constructed such that it floats on the subbase and subgrades, and is not structurally connected to or resting directly on, perimeter walls or column footings, in order to limit differential settlement effects, unless the slab / wall or column interface is designed with sufficient reinforcement to bridge potential differential settlement effects at these interfaces.

4.60.2 Structural Floor Slab

As discussed in Section 4.10, the floor system could also be designed as a structural slab supported by the selected deep foundation system. Although potentially more costly, a structural floor slab will negate the settlement risks associated with constructing the floor over the fill soils.

If the floor is structurally supported, it is recommended a minimum of 6 inches Subbase Stone material be placed beneath the structural slab to provide a suitable working surface to construct the slab. It is understood the finished floor grade will be established above the surrounding exterior grades. Therefore, the use of a moisture barrier does not appear warranted, unless otherwise recommended by the finished flooring manufacturer.

We note that the above subbase stone thickness is not adequate for carrying construction vehicle loads. Therefore, it may be desirable for the Contractor to temporarily increase the Subbase Stone thickness within the building pad area to provide a suitable working surface to stage the construction, carry construction vehicle loads and protect the underlying subgrades. This will be particularly important if construction proceeds during seasonally wet periods. The additional subbase stone material could then be removed and re-graded in preparation for the actual floor construction and re-used as foundation backfill, pavement subbase, or as otherwise determined appropriate.

4.70 SEISMIC DESIGN CONSIDERATIONS

Based on the subsurface conditions encountered in the test borings, the project site can be classified as Seismic Site Class "D" in accordance with ASCE 7-16, Table 20.3-1, as referenced in the 2020 Building Code of New York State. Therefore, seismic design can be based on this seismic site classification.

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The spectral response accelerations at the project site were obtained by Empire using the SEAOC / OSHPD web site application https://seismicmaps.org/. Using the site location, the spectral response accelerations are 0.170g for the short period (0.2 second) response (S_S) and 0.045g for the one second response (S_1). For design purposes, these spectral response accelerations must be adjusted for the Seismic Site Class "D" soil profile determined for the project site.

Accordingly, the adjusted spectral response accelerations for Site Class "D" are as follows:

- Short Period Response (S_{MS}) - 0.272g
- 1 Second Period Response (S_{M1}) - 0.109g

The corresponding five percent damped design spectral response accelerations (S_{DS} and S_{D1}) are as follows:

- S_{DS} - 0.181g
- S_{D1} - 0.072g

4.80 PAVEMENT DESIGN AND CONSTRUCTION

4.80.1 Pavement Design

Pavement construction should include: removal of the existing topsoil and organic soils; excavation of the subgrade soils as necessary to establish the pavement profile grade; preparation of the exposed subgrades (i.e. drying, compaction and proof-rolling); installation of subgrade fill (i.e. Suitable Granular Fill), if necessary to raise site grades; and placement of the geotextile, pavement subbase course, and asphalt pavement.

Pavement design recommendations are provided for a Medium Duty Asphalt Concrete Pavement section. The pavement section recommended assumes that the subgrades will be prepared as described in Section 4.90.6.

Medium Duty Asphalt Concrete Pavement

- 1.5 inches - Top Course
- 3.0 inches - Binder Course
- 12 to 15 inches - Subbase Course*
- Geotextile

*It is recommended the subbase course thickness be increased to 15 inches in the entrance / exit areas, which will be subject to more frequent and heavier loads. Also, it may be necessary to increase the subbase thickness in some areas to improve subgrade conditions and to promote drainage to underdrains, as discussed below.

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Materials for the above pavement structure components should consist of the following:

A. Asphalt Concrete Top Course - NYSDOT Standard Specifications, Hot Mix Asphalt, 9.5 F3 Top Course.

B. Asphalt Concrete Binder Course - NYSDOT Standard Specifications, Hot Mix Asphalt, 19 F9 Binder Course.

C. Subbase Course – Should comply with NYSDOT Standard Specifications, Item No. 304.12 - Type 2 Subbase, as described in Appendix C.

D. Geotextile - Woven polypropylene stabilization/separation geotextile (i.e., Mirafi 600X or approved suitable equivalent).

4.80.2 Pavement Drainage

The installation of underdrains or edge drains are recommended to drain the pavement subbase course within any low points, in order to limit the potential for frost action and improve pavement structure performance and design life. Alternatively, the pavement subbase course can also be allowed to daylight/drain to an adjacent perimeter drainage swale. This could be accomplished by raising the pavement grade. Drainage of the pavement subgrades can be achieved by grading the subgrade to a slope of at least 2 percent to allow drainage to the underdrains or drainage swale.

Underdrains, if used, should include a geotextile (i.e. Mirafi 160N or suitable equivalent), selected considering drainage and filtration, installed around drainage stone surrounding a slotted or perforated drain pipe. The drainage stone should be sized in accordance with the pipe slotting or perforations. A crushed aggregate (½-inch washed gravel or stone) is generally acceptable for slotted underdrain pipe. The underdrain pipes should be set in the bottom of the subbase layer, or preferably below the top of the soil subgrade elevation. The drainage stone and surrounding geotextile should extend above the underdrain pipe and into the subbase layer. Underdrain pipes should be connected to the site storm water drainage system.

4.80.3 Pavement Construction

Placement of the pavement Subbase course can proceed, following proper subgrade preparation and subgrade filling. Installation of adjacent geotextile panels should have minimum overlap of 12 to 18 inches. The Subbase Stone should be placed and compacted in accordance with the recommendations in Appendix C. Construction of the Asphalt Concrete Pavement should be performed in accordance with NYSDOT Standard Specification Section 400. The Binder and Top Course compaction / evaluation should comply with NYSDOT Standard Specifications – 80 Series Compaction procedures, as a minimum, or as otherwise required by the jurisdictional agency. In addition, placement of asphalt concrete courses should not be permitted on wet or snow covered surfaces or when the subgrade surface is less than 40° F.

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4.90 SITE PREPARATION AND CONSTRUCTION

4.90.1 Construction Dewatering

Construction dewatering will be required for surface water control and for excavations which encounter groundwater conditions. A general groundwater condition is expected near the water level within Ellicott Creek, which will not likely be encountered within the relatively shallow pile cap excavations, but will be encountered within any drilled pier excavations. As noted, there appears to be some shallower zones of perched or trapped groundwater within some of the fill soils and shallower zones of sandier indigenous soils, which could be encountered within the pile cap excavations, or excavations to construct the elevator pit.

Water should be diverted away from the work areas and should be prevented from accumulating on exposed subgrades. Exposed soil subgrades will be susceptible to strength degradation in the presence of excess moisture. It is anticipated that diversion berms and proper site grading will be sufficient to control surface water.

Groundwater conditions, when encountered, should be depressed at least 1 to 2 feet below the excavation bottom. It is anticipated that sump and pump methods of dewatering will be sufficient to control perched groundwater conditions, should it be encountered within the fill soils or sandier indigenous soils. Surface water and groundwater dewatering plans should include implementation of measures to control erosion, sedimentation and the migration of soil fines.

4.90.2 Driven Pile Construction and Testing

The pipe piles should be driven using a hammer producing a suitable energy to obtain the desired ultimate capacity, yet not overstress the pile. Pile stresses should not exceed 85% of the pile yield stress. The appropriate hammer and driving criteria should be determined by the pile installation contractor through the use of the wave equation, based on the actual pile hammer and cushions that will be used for the project. If the wave equation analysis indicates that the pile may be overstressed during driving then the contractor should select an alternate hammer/cushion arrangement, which will not overstress the pile.

At least three random piles, across the limits of the site, should be dynamically tested in accordance with *ASTM D 4945 – Standard Test Method for High Strain Dynamic Testing of Piles* to confirm the driving criteria and to evaluate that the allowable pile capacity has been obtained with an adequate factor of safety (i.e. Factor of Safety of 2.0 or greater). The dynamic testing should be performed prior to installation of the production piles. The test piles may be used as production piles provided the test data is acceptable. The results of the dynamic testing should include an evaluation to simulate static load testing.

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The wave equation results, pile installation records and the results of the dynamic testing should be evaluated to confirm the design capacity and to possibly refine the driving criteria and pile lengths if determined necessary. It should be understood that the pile capacity provided was estimated using conventional static analyses based on engineering interpretation of the conditions disclosed by the test borings. Variations in soil conditions may occur, which can impact the actual pile installation requirements. Therefore, it is recommended that the contract documents contain provisions to make adjustments in the actual pile lengths required, should the installation conditions and field testing dictate such changes.

A qualified individual should observe all pile driving and should prepare an individual pile driving report for each pile installed. The report should include, pile number and location, hammer and cushion types, pile size and material, installed length, blows per foot, unusual conditions encountered during driving, top of pile elevation following driving and notes on any necessary re-striking.

Installed piles should be monitored for potential heaving during installation of adjacent piles. Any piles which heave should be re-driven and reseated as appropriate. Plumbness of the piles should be maintained within 1% of the total length. Any misaligned or damaged piles should be replaced. Following driving the inside of the pipe pile should be inspected, before concreting or capping, to assure that no damage occurred during driving. Any damaged piles should be removed and replaced.

4.90.3 Helical Pile Construction

Helical piles should be installed by a qualified and experienced contractor. The helical piles should be installed in a smooth continuous manner, with sufficient pressure to advance the helical piles. Alignment of the helical piles should be maintained within 1% of the total length. At least one load test should be completed to determine the helical pile capacity has been obtained with an adequate factor of safety (i.e. Factor of Safety of 2.0 or greater).

A correlation, using the torque during installation and the load testing data should be used to confirm subsequent helical piles are installed to two times the allowable design load. A qualified individual should observe the helical pile installation and prepare a report summarizing the installation process, load testing results, torque during installation, length of pile, etc.

4.90.4 Drilled Pier Foundation Construction

The drilled pier foundation construction is expected to encounter groundwater conditions near a depth of about 10 feet. Shallower zones of perched groundwater within the fill soils could also be encountered. Dewatering should be implemented as necessary to lower the groundwater within the drilled pier excavation casing in order to observe the pier excavation bottom and evaluate the bearing subgrade surface, and to allow construction in-the-dry.

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Alternatively, procedures for constructing the drilled piers below the groundwater elevation, can be implemented. However, there is less control during construction in-the-wet, and therefore, there may be greater risk associated with this construction procedure. If this method is used, the hole must be stabilized and the concrete must be placed in a manner that displaces slurry/water from the hole, such as a tremie method. It is recommended that the drilled piers be constructed only by a Contractor, who is qualified and experienced in such construction methods. In both cases the installation of temporary casing during drilling will be necessary to prevent the sloughing of the softer fill soils and indigenous soils into the excavations.

Initially, the excavation should extend to the proposed bearing grade. Loose soil should be removed from the bearing surface. The final bearing surface should be level or near level. Plumbness of the pier should be maintained within 1% of the total length. Casing removal during concrete placement should proceed in a manner that prevents or reduces to the extent possible, surrounding soil and water from protruding into the space that will be occupied by concrete. Qualified and experienced geotechnical personnel should monitor the drilled pier construction.

4.90.5 Excavation for Grade Beams and Pile Caps

Excavation for the pile caps and grade beams should be performed using a method, which reduces disturbance to the subgrade soils, such as a backhoe equipped with a smooth blade bucket. As noted, consideration should be given to undercutting the subgrade soils by about 12 to 18 inches and replacing them with Structural Fill, as described in Appendix C, to provide a firm and stable working surface.

Subgrades should be protected from precipitation and surface water. Water should not be allowed to accumulate on the soil subgrades and the subgrades should not be allowed to freeze, either prior to or after construction of foundations. If subgrades are not protected and degrade, they must be undercut/removed accordingly.

Excavations should be backfilled as soon as possible and prior to construction of the superstructure. It is recommended that the excavations be backfilled with a Structural Fill, as described in Appendix C.

4.90.6 Subgrade Preparation for Slab-on-Grade and Pavement Areas

The site preparation work should be performed during seasonally dry periods to minimize potential degradation of the subgrade soils and undercuts which may be required to establish a stable base for construction. It should be understood that the silty clay fill soils encountered at the site are sensitive and can degrade and lose strength when they are wet and disturbed by construction equipment traffic. Accordingly, efforts should be made to

maintain the subgrades in a dry and stable condition at all times, and minimize construction traffic directly over these soils. These efforts could include:

- Installation of drainage swales and underdrains (i.e. "French drains") to intercept and divert surface runoff and groundwater away from the construction areas;
- Proper grading and sloping of the subgrade and "sealing" of the surface with a smooth drum roller, at the end of each day or when rain is anticipated to promote runoff; and
- Restricting construction equipment traffic from traveling directly over the subgrade surfaces, especially when they are wet. Any subgrades, which become damaged, rutted or unstable should be undercut and repaired as necessary prior to placement of the overlying fill courses.

Existing trees, stumps, vegetation, topsoil, organic soils, soft or loose soils, and any other deleterious materials within the proposed slab-on-grade and pavement areas should be removed. Following stripping of the surface materials and any required excavation to the proposed subgrades, the exposed subgrades should be allowed to dry, as necessary, and then be thoroughly compacted/densified and then proof-rolled.

The subgrade compaction and proof-rolling should be performed prior to any required fill placement, using a vibratory smooth drum roller weighing at least 10 tons. The roller should be operated in the vibratory mode for compacting the subgrades and in the static mode for proof rolling. The roller should complete at least four passes over the exposed subgrades for the compaction/densification operation and at least two passes for the proof rolling evaluation.

The subgrade compaction and proof-rolling should be done under the guidance of, and observed by, a representative of Empire. Any areas, which appear wet, loose, soft, unstable or otherwise unsuitable, should be undercut. Over excavation, which may be required as the result of the proof-rolling, should be performed based on evaluation of the conditions by Empire. Resulting over-excavations should be backfilled with controlled Structural Fill. The placement of an initial lift of oversized stone fill material (i.e. "surge stone", "shot rock", etc.) encased in stabilization geotextile top and bottom, may be necessary in some cases to help stabilize the subgrades.

During construction, the Contractor should take precautions to limit construction traffic over the soil subgrades. Any subgrades, including existing soil subgrades or fill subgrades, which become damaged, rutted or unstable should be undercut and repaired as necessary prior to placement of the Subbase Stone.

Suitable Granular Fill, as described in Appendix C, can be used to raise the site grades beneath the Subbase Stone course for the slab-on-grade and pavement construction. The use of the on-site soils to raise site grades is not recommended as it is expected to be more difficult to obtain acceptable compaction and maintain stable fill subgrades (i.e. free of rutting and pumping conditions), due to its inherent finer grained composition and organic

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content. Placement of subgrade fill (Suitable Granular Fill), to raise site grades, should be observed and tested by a construction materials testing company. It is recommended that utility trenches located within pavement areas be backfilled with controlled Structural Fill.

5.00 CONCLUDING REMARKS

This report was prepared to assist in the design and construction of the proposed Elysium Apartment Complex, planned at 2160 North Forest Road, within the Town of Amherst, New York. The report has been prepared for the exclusive use of Postwork Capital, Buffalo Automation, Silvestri Architects, PC, and other members of the project design team, for specific application to this site and this project only.

The site information and recommendations were prepared based on Empire's understanding of the proposed project, as described herein, and through the application of generally accepted soils and foundation engineering practices. Empire should be consulted with any questions regarding the interpretation of the findings of our work, and/or the geotechnical considerations and recommendations presented. In addition, the recommendations presented are provided as guidance to the designer and should not be considered a project specification. No warranties, expressed or implied are made by the conclusions, opinions, recommendations or services provided.

Empire should be informed of any changes to the planned project so that it may be determined if any modifications to the information presented in this report are necessary. Empire and / or its designated representative should also be retained to review final plans and specifications and to monitor the foundation and site work construction to verify that the recommendations were properly interpreted and implemented.

Additional information regarding the use and interpretation of this report is presented in Appendix D.

Respectfully Submitted:

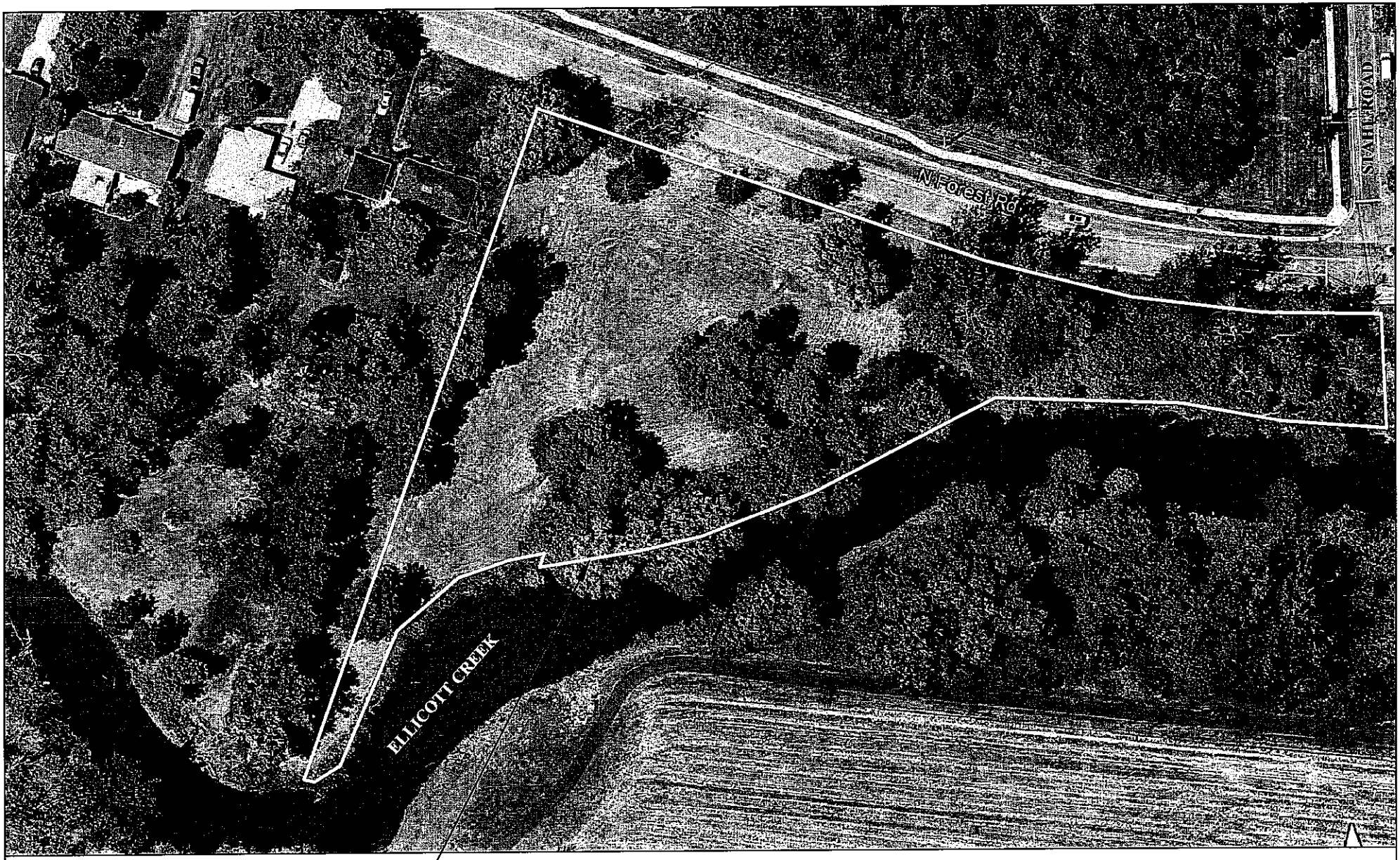
WMA Engineering DPC
dba Empire Geotechnical Engineering Services

Thomas R. Seider, P.E.
Senior Geotechnical Engineer

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

FIGURES

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



APPROXIMATE SITE LOCATION

N

WMA ENGINEERING DPC|DBA
EMPIRE GEOTECHNICAL
ENGINEERING SERVICES

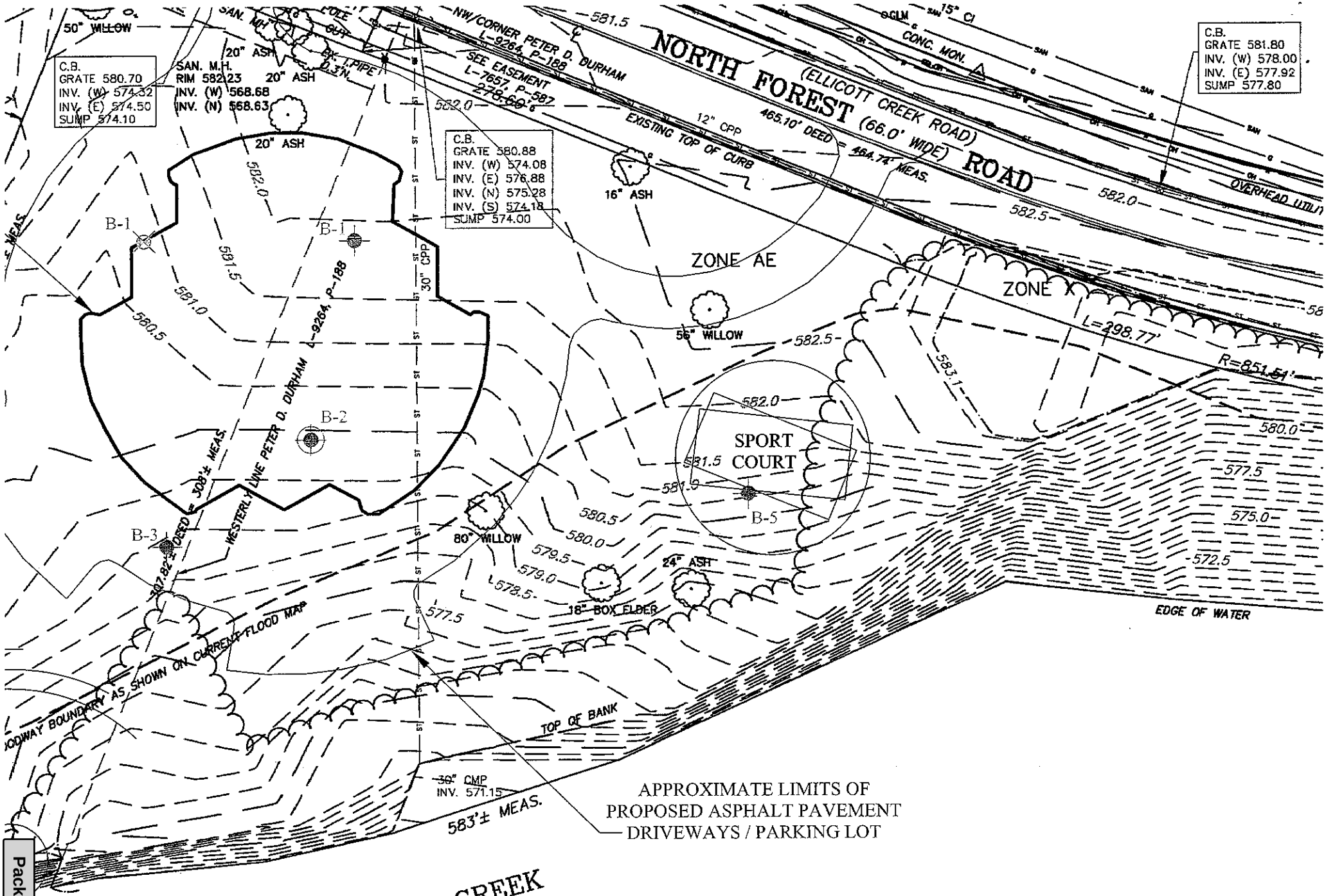
PROPOSED ELYSIUM APARTMENT COMPLEX
2160 NORTH FOREST ROAD
TOWN OF AMHERST, NEW YORK

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:

N B-1 INDICATES APPROXIMATE LOCATION AND DESIGNATION OF TEST BORING

FIGURE DEVELOPED FROM JUNE 24, 2014

| WHH ENGINEERING DEVISION |

PROPOSED ELVS

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)

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

GENERAL INFORMATION & KEY TO SUBSURFACE LOGS

The Subsurface Logs attached to this report present the observations and mechanical data collected by the driller at the site, supplemented by classification of the material removed from the borings as determined through visual identification by technicians in the laboratory. It is cautioned that the materials removed from the borings represent only a fraction of the total volume of the deposits at the site and may not necessarily be representative of the subsurface condition between adjacent borings or between the sampled intervals. The data presented of the Subsurface Logs together with the recovered samples provide a basi for evaluating the character of the subsurface conditions relative to the project. The evaluation must consider all the recorded details and their procedures to more accurately evaluate the subsurface conditions. Any evaluation of the contents of this report and recovered samples must be performed by qualified professionals. The following information defines some of the procedures and terms used of the Subsurface Logs to describe the conditions encountered, consistent with the numbered identifiers shown o the Key opposite this page.

1. The figures in the Depth column define the scale of the Subsurface Log.
2. The Samples column shows, graphically, the depth range from which a sample was recovered. See Table I for descriptions of the symbols used to represent the various types of samples.
3. The Sample No. is used for identification on sample containers and/or Laboratory Test Reports.
4. Blows on Sampler – shows the results of the "Penetration Test", recording the number of blows required to drive a split spoon sampler into the soil. The number of blows required for each six inches is recorded. The first 6 inches of penetration is considered seating drive. The number of blows required for the second and third 6 inches of penetration is termed the penetration resistance,
5. Blows on Casing – Shows the number of blows required to advance the casing a distance of 12 inches. The casing size, hammer weight, and length of drop are noted at the bottom of the Subsurface Log. If the casing is advanced by means other than driving, tl method of advancement will be indicated in the Notes column or under the Method of Investigation at the bottom of the Subsurfac Log. Alternatively, sample recovery may be shown in this column or other data consistent with the column heading.
6. All recovered soil samples are reviewed in the laboratory by an engineering technician, geologist, or geotechnical engineer, unless noted otherwise. Visual descriptions are made on the basis of a combination of the driller's field descriptions and noted observatio together with the sample as received in the laboratory. The method of visual classification is based primarily on the Unified Soil Classification System (ASTM D 2487) with regard to the particle size and plasticity (See Table No. II), and the Unified Soil Classification System group symbols for the soil types are sometimes included with the soil classification. Additionally, the relative portion, by weight, of two or more soil types is described for granular soils in accordance with "Suggested Methods of Test for Identification of Soils" by D.M. Burmister, ASTM Special Technical Publication 479, June 1970. (See Table No. III). Description o the relative soil density or consistency is based upon the penetration records as defined in Table No. IV. The description of the soil moisture is based upon the relative wetness of the soil as recovered and is described as dry, moist, wet, and saturated. Water introduced into the boring either naturally or during drilling may have affected the moisture condition of the recovered sample. Special terms are used as required to describe soil deposition in greater detail; several such terms are listed in Table V. When sampling gravelly soils with a standard two inch diameter split spoon, the true percentage of gravel is often not recovered due to tl relatively small sampler diameter. The presence of boulders and large gravel is sometimes, but not necessarily, detected by an evaluation of the casing and sampler blows or through the "action" of the drill rig as reported by the driller.
7. Rock description is based on review of the recovered rock core and the driller's notes. Frequently used rock classification terms a included in Table VI.
8. The stratification lines represent the approximate boundary between soil types and the transition may be gradual. Solid stratification lines delineate apparent changes in soil type, based upon review of recovered soil samples and the driller's notes. Dashed lines convey a lesser degree of certainty with respect to either a change in soil type or where such change may occur.
9. Miscellaneous observations and procedures noted by the driller are shown in this column, including water level observations. It is important to realize the reliability of the water level observations depends upon the soil type (water does not readily stabilize in a hole through fine grained soils), and that any drill water used to advance the boring may have influenced the observations. The ground water level will fluctuate seasonally, typically. One or more perched or trapped water levels may exist in the ground seasonally. All the available readings should be evaluated. If definite conclusions cannot be made, it is often prudent to examine th conditions more thoroughly through test pit excavations or groundwater observation wells.
10. The length of core run is defined as the length of penetration of the core barrel. Core recovery is the length of core recovered divided by the core run. The RQD (Rock Quality Designation) is the total length of pieces of NX core exceeding 4 inches divided b the core run. The size core barrel used is also noted in the Method of Investigation at the bottom of the Subsurface Log.

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

DATE

STARTED _____

FINISHED _____

SHEET ____ OF ____

SJB SERVICES, INC. SUBSURFACE LOG

PROJ. No. _____

HOLE No. _____

SURF. ELEV. _____

G.W. DEPTH _____

PROJECT _____ LOCATION _____

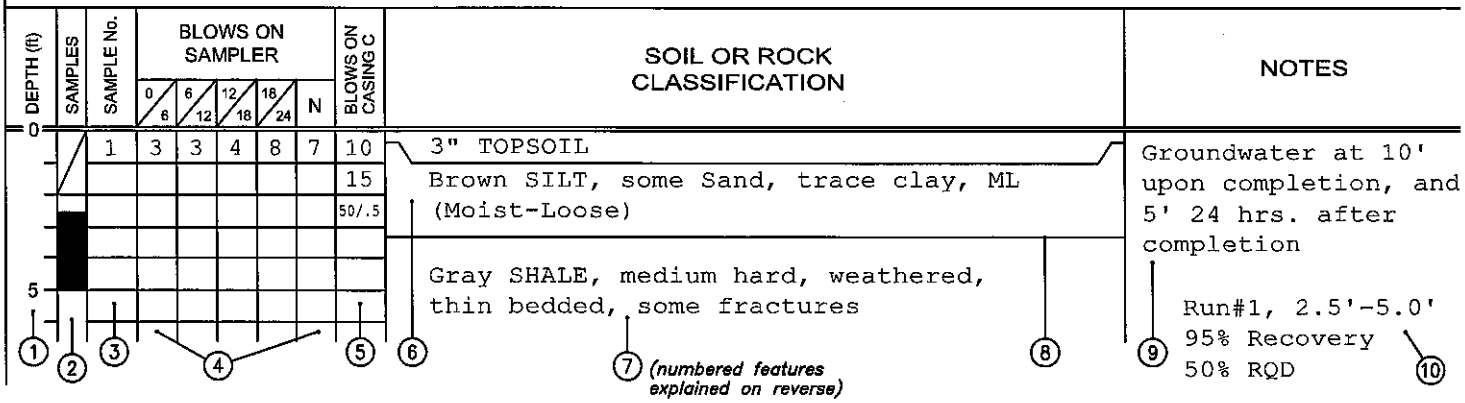


TABLE I

⁄	Split Spoon Sample
▮	Shelby Tube Sample
⊠	Geoprobe Macro-Core
▯	Auger or Test Pit Sample
■	Rock Core

TABLE II

Identification of soil type is made on basis of an estimate of particle sizes, and in the case of fine grained soils also on basis of plasticity.

Soil Type	Soil Particle Size	
Boulder	>12"	Coarse Grained (Granular)
Cobble	3" - 12"	
Gravel - Coarse	3" - 3/4"	
- Fine	3/4" - #4	
Sand - Coarse	#4 - #10	
- Medium	#10 - #40	
- Fine	#40 - #200	
Silt - Non Plastic (Granular) Clay - Plastic (Cohesive)	<#200	Fine Grained

TABLE III

The following terms are used in classifying soils consisting of mixtures of two or more soil types. The estimate is based on weight of total sample.

Term	Percent of Total Sample
"and"	35 - 50
"some"	20 - 35
"little"	10 - 20
"trace"	less than 10

(When sampling gravelly soils with a standard split spoon, the true percentage of gravel is often not recovered due to the relatively small sampler diameter.)

TABLE IV

The relative compactness or consistency is described in accordance with the following terms:

Granular Soils		Cohesive Soils	
Term	**Blows per Foot, N**	**Term**	**Blows per Foot, N**
Very Loose	0 - 4	Very Soft	0 - 2
Loose	4 - 10	Soft	2 - 4
Firm	10 - 30	Medium	4 - 8
Compact	30 - 50	Stiff	8 - 15
Very Compact	>50	Very Stiff	15 - 30
		Hard	>30

(Large particles in the soils will often significantly influence the blows per foot recorded during the penetration test)

TABLE V

Varved	Horizontal uniform layers or seams of soil(s).
Layer	Soil deposit more than 6" thick.
Seam	Soil deposit less than 6" thick.
Parting	Soil deposit less than 1/8" thick.
Laminated	Irregular, horizontal and angled seam and partings of soil(s).

TABLE VI

Rock Classification Term		Meaning
Hardness	- Soft	Scratched by fingernail
	- Medium Hard	Scratched easily by penknife
	- Hard	Scratched with difficulty by penknife
	- Very Hard	Cannot be scratched by penknife
Weathering	- Very Weathered	Judged from the relative amounts of disintegration, iron staining, core recovery, clay seams, etc.
	- Weathered	
	- Sound	

Rock Classification Term		Meaning	
Bedding	- Laminated	(<1")	Natural breaks in Rock Layers
	- Thin Bedded	(1" - 4")	
	- Bedded	(4" - 12")	
	- Thick Bedded	(12" - 36")	
	- Massive	(>36")	

(Fracturing refers to natural breaks in the rock oriented at some angle to the rock layers)

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

DATE:
START 7/23/2020
FINISH 7/23/2020
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-1
SURF. ELEV 582.3'
G.W. DEPTH See Notes

PROJECT: PROPOSED ELYSIUM APARTMENT COMPLEX
PROJ. NO.: BE-20-105
LOCATION: 2160 NORTH FOREST ROAD
AMHERST, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	2	4			TOPSOIL	Driller noted topsoil at the surface
		6	8		10	Brown Silty CLAY, some fine Gravel, little f-c Sand, tr.organics (moist, FILL)	
	2	8	7			One piece of coarse GRAVEL (moist, FILL)	WOH = Weight of Hammer and Rods
		6	5		13		
5	3	3	3			Brown Silty CLAY, some f-c Sand, little fine Gravel, tr.slag, tr.organics (moist-wet, FILL)	
		3	2		6		
	4	3	3			Contains tr.gravel, tr.glass, no slag	Sample #4: Contains wood
		4	3		7		
	5	WOH	2			Dark Brown Silty CLAY, little f-m Sand, tr.organics (moist, medium, CL)	Sample #5: Exhibits an organic odor
10		2	3		4		
	6	1	1			Contains tr.sand (moist-wet, soft)	
		1	1		2		Sample #6: Contains wood
15	7	WOH	1			Contains little f-m Sand, little Organics	Sample #7: Exhibits an organic odor, contains wood
		2	1		3		
20	8	6	21			Brown fine GRAVEL, some f-c Sand, little Silty Clay (moist, v.compact, GC-GM)	REF = Sample Spoon Refusal
		35	50/0.2		56		Driller noted hard augering at 20' to 25'
25	9	50/0.2			REF		NQ '2' Size Rock Core
						Brown SHALE Rock, medium hard, sound, thickly bedded, both natural and mechanical fractures	RUN #1: 25.2' - 30.2' REC = 72% RQD = 47%
30						Becomes laminated to thickly bedded	RUN #2: 30.2' - 33.2' REC = 100% RQD = 81%
35						Boring Complete at 33.0'	No Free Standing Water encountered before coring
							Free Standing Water recorded at 1' after coring
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. KOSKE
DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

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

DATE:
START 7/27/2020
FINISH 7/27/2020
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-2
SURF. ELEV 581.1'
G.W. DEPTH See Notes

PROJECT: PROPOSED ELYSIUM APARTMENT COMPLEX
PROJ. NO.: BE-20-105
LOCATION: 2160 NORTH FOREST ROAD
AMHERST, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	4	15			TOPSOIL	Driller noted topsoil at the surface
		21	19		36	Brown CONCRETE fragments, some Silty Clay, little f-c Sand (moist, FILL)	
	2	15	8				
		5	6		13	Contains little Silty Clay	Sample #1: Poor Recovery
5	3	2	2			Brown Silty CLAY, some f-c Sand, little fine Gravel,	Sample #2: Poor Recovery
		3	6		5	tr.organics (moist, FILL)	
	4	4	50/0.2		REF	Contains some fine Gravel, little f-c Sand, tr.concrete (moist-wet)	
	5	50/0			REF		Sample #5: No Recovery
10							
	6	2	2			Dark Brown Silty CLAY, little Organics, tr.sand	REF = Sample Spoon Refusal
		3	3		5	(moist-wet, medium, CL)	
15							
	7	1	2			Brown Organics, tr.sand (wet)	Sample #7: Poor Recovery, contains wood
		1	6		3		
20							
	8	31	40			Brown fine GRAVEL, some f-c Sand, little Silty Clay	
		45	50/0.4		85	(wet, v.compact, GC-GM)	
25							
	9	50	50/0.2		REF		
						Boring Complete with Auger Refusal at 26.0'	No Free Standing Water reading obtained at boring completion
30							2" PVC groundwater observation well installed within completed test boring. Refer to completion record for details.
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: R. STEINER

DRILL RIG TYPE : CME-550X

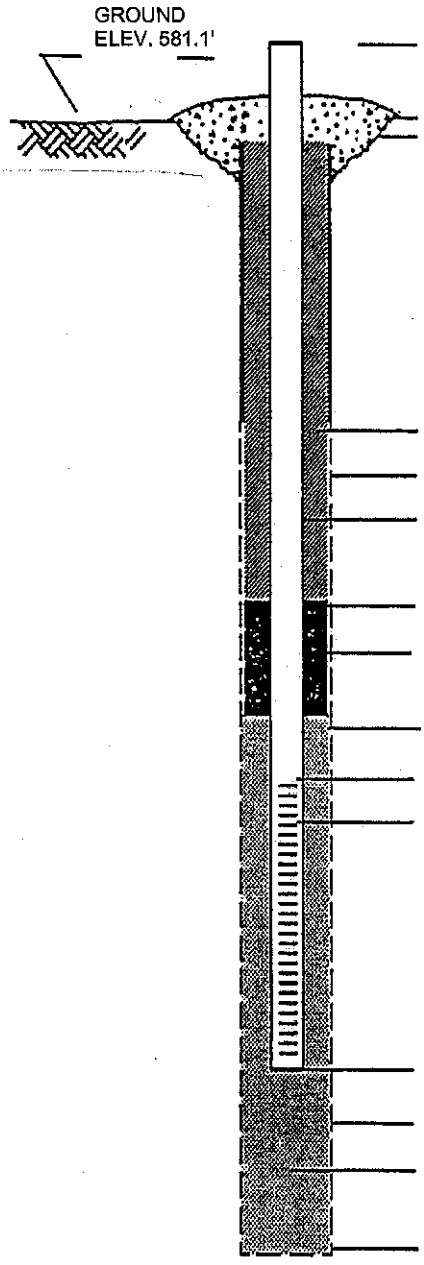
METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

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

MONITORING WELL COMPLETION RECORD

SJB SERVICES, INC.

WELL NUMBER: B-2	
PROJECT: Elysium Apartments	**DRILLING METHOD:** ASTM D-1586 USING HSA
PROJECT NUMBER: BE-20-105	**GEOLOGIST:** N/A
DRILLER: R. Steiner	**INSTALLATION DATE(S):** 7/27/2020



TYPE OF SURFACE SEAL:	SOIL
TYPE OF BACKFILL:	SOIL AUGER CUTTINGS
BOREHOLE DIAMETER:	7" ±
I.D. OF RISER PIPE:	2"
TYPE OF RISER PIPE:	PVC
DEPTH OF SEAL:	12'
TYPE OF SEAL:	BENTONITE CHIPS
DEPTH OF SAND PACK:	14'
DEPTH OF TOP OF SCREEN:	15.6'
TYPE OF SCREEN:	PVC
SLOT SIZE X LENGTH:	0.01' x 10'
I.D. OF SCREEN:	2"
TYPE OF SAND PACK:	No. 0 Silica Sand
DEPTH BOTTOM OF SCREEN:	25.6'
DEPTH BOTTOM OF SAND PACK:	26.0'
TYPE OF BACKFILL BELOW OBSERVATION WELL:	N/A
ELEVATION/ DEPTH OF HOLE:	26.0'

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

DATE:
START 7/24/2020
FINISH 7/24/2020
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-3
SURF. ELEV 579.5'
G.W. DEPTH See Notes

PROJECT: PROPOSED ELYSIUM APARTMENT COMPLEX
PROJ. NO.: BE-20-105
LOCATION: 2160 NORTH FOREST ROAD
AMHERST, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	5	6			TOPSOIL	Driller noted topsoil at the surface
		15	10		21	Brown Silty CLAY, some f-c Sand, tr.organics (moist, FILL)	
	2	8	8			Contains little fine Gravel	
		10	11		18		Sample #2: Poor Recovery
5	3	2	2			Dark Gray f-c SAND, little Silty Clay, tr.organics	
		3	4		5	(moist-wet, loose, SC-SM)	
	4	3	2			(wet)	Sample #4: Contains wood
		3	2		5		
	5	2	2			Contains some Silty Clay (v.loose)	Sample #5: Contains wood
10		1	1		3		
	6	WOH/1.0				Contains little Organics, little Silty Clay	WOH = Weight of Hammer and Rods
		WOH/1.0			WOH		
15	7	WOH/1.0				Brown Silty CLAY, some f-c Sand, little fine Gravel	
		3	5		3	(wet, soft, CL)	
							Driller noted hard augering at 18' to 26.5'
20	8	28	47			Brown fine Gravel, some f-c Sand, little Silty Clay	
		50/0.4			REF	(moist, v.compact, GC-GM)	REF = Sample Spoon Refusal
25	9	50/0.2			REF		Sample #9: No Recovery
						Boring Complete with Auger Refusal at 26.5'	Free Standing Water recorded at 21.5' at boring completion
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW
CLASSIFIED BY: Geologist
DRILLER: R. STEINER
DRILL RIG TYPE : CME-550X
METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

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

DATE:
START 7/23/2020
FINISH 7/23/2020
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-4
SURF. ELEV 578.1'
G.W. DEPTH See Notes

PROJECT: PROPOSED ELYSIUM APARTMENT COMPLEX
PROJ. NO.: BE-20-105
LOCATION: 2160 NORTH FOREST ROAD
AMHERST, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	1	2			TOPSOIL	Driller noted topsoil at the surface
		3	3		5	Brown Silty CLAY, some fine Gravel, little f-c Sand, tr.organics (moist, FILL)	
	2	2	5				
		10	50/0.2		15	Brown fine GRAVEL, some f-c Sand, little Concrete, little Silty Clay (moist, FILL)	
5	3	21	5				Sample #3: Contains wood
		3	3		8	Dark Brown Silty CLAY, tr.sand, tr.organics (moist, medium, CL)	
	4	4	2				Sample #4: Contains wood
		3	2		5	Contains little Organics, little f-c Sand (moist-wet) (soft)	
	5	1	1				Sample #5: Contains wood, Exhibits an organic odor
10		1	1		2		
	6	2	1			Brown Silty CLAY, little f-c Sand, tr.gravel (moist-wet, soft, CL)	
		1	2		2		
15							
	7	2	2			Contains some fine Gravel (moist, medium)	Driller noted hard augering at 18' to 22'
		4	7		6		
20							REF = Sample Spoon Refusal
	8	20	19			Brown fine GRAVEL, some f-c Sand, little Silty Clay (moist, compact, GC-GM)	
		21	25		40		NQ '2' Size Rock Core
	9	50/0			REF	22.0' to 24.4': Brown f-c GRAVEL, some f-c Sand, little Silty Clay (moist, GC-GM)	RUN #1: 22.0' - 27.0' REC = 66% RQD = 21%
25						Brown SHALE Rock, medium hard, sound, laminated to thickly bedded, both natural and mechanical fractures	
							RUN #2: 27.0' - 31.0' REC = 90% RQD = 85%
30							
						Boring Complete at 31.0'	No Free Standing Water encountered before coring
35							Free Standing Water recorded at 1' after coring
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. KOSKE
DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

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

DATE:
START 7/24/2020
FINISH 7/24/2020
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-5
SURF. ELEV 582.0'
G.W. DEPTH See Notes

PROJECT: PROPOSED ELYSIUM APARTMENT COMPLEX
PROJ. NO.: BE-20-105
LOCATION: 2160 NORTH FOREST ROAD
AMHERST, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	1	4			TOPSOIL	Driller noted topsoil at the surface
		7	10		11	Brown Silty CLAY, some fine Gravel, little f-c Sand, tr.organics (moist-wet, FILL)	
	2	8	9				
		10	12		19	Brown-Black ASPHALT fragments, little Silty Clay, little fine Gravel, tr.sand (moist, FILL)	
5	3	7	10				
		15	16		25	Contains some fine Gravel, little f-c Sand, tr.silty clay tr.organics	
	4	5	5				
		6	6		11	Dark Brown Silty CLAY, tr.sand, tr.organics (moist, stiff, CL)	
	5	1	2			Contains little f-m Sand (moist-wet, medium)	Sample #5: Contains wood
10		2	2		4		
	6	1	1			Brown-Gray f-m SAND, little Silty Clay, tr.organics (moist-wet, v.loose, SC-SM)	Samples #6 & #7: Contains wood
		2	1		3		
	7	1	2			Contains tr.gravel, tr.shells	
15		2	3		4		
						Boring Complete at 15.0'	No Free Standing Water recorded at boring completion
20							
25							
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: R. STEINER
DRILL RIG TYPE : CME-550X
METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

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

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

APPENDIX B

SUBSURFACE EXPLORATION LOGS

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

DATE:
START 2/20/2020
FINISH 2/20/2020
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-1
SURF. ELEV 580.0'
G.W. DEPTH See Notes

PROJECT: PROPOSED NEW HOME
PROJ. NO.: BE-20-010
LOCATION: 2160-2170 NORTH FOREST
AMHERST, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	WOH	2			TOPSOIL	Driller noted Topsoil at the surface
		3	5		5	Brown Silty CLAY, tr.sand, tr.organics (moist, FILL)	
	2	6	3			Becomes Dark Brown to Brown, Contains tr.asphalt,	
		2	3		5	tr.brick	
5	3	2	2			Brown Silty CLAY, tr.gravel, tr.sand (moist-wet, FILL)	
		3	3		5		
	4	4	4			Brown Silty CLAY, tr.gravel, tr.sand, tr.organics	
		3	3		7	(moist-wet, medium, CL / Possible FILL)	
	5	1	1			Dark Brown Silty CLAY, tr.sand, tr.organics	
10		1	1		2	(moist, v.soft, CL)	
	6	WOH	WOH			Becomes Dark Brown to Dark Gray, occasional	WOH = Weight of Hammer and Rods
		WOH	WOH		WOH	moist-wet partings	
	7	WOH	WOH			Red Brown Silty CLAY, some f-c Sand	
		WOH	WOH		WOH	(moist-wet, v.soft, CL)	
15	8	WOH	WOH			Contains some f-c Gravel	
		2	3		2		
	9	7	8			Contains little f-c Gravel (v.stiff)	
		8	8		16		
	10	8	12			Contains some f-c Gravel (moist)	
20		12	13		24		
	11	15	24			Contains little f-c Sand (hard)	
		17	19		41		
							REF = Sample Spoon Refusal
25							
	12	27	50/0.4		REF	Brown f-c SAND, some Silt, little f-c Gravel	Sample #13: Poor Recovery, possible weathered bedrock
						(moist, v.compact, SM)	
	13	50/0.2			REF	Brown fine GRAVEL, tr.sand (moist, v.compact, GP)	
30						Boring Complete with Auger Refusal at 27.7'	No Free Standing Water encountered at boring completion
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: S. WOLKIEWICZ JR.

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

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

DATE
START 6/30/2014
FINISH 6/30/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-1
SURF. ELEV 581' +/-
G.W. DEPTH See Notes

PROJECT: PROPOSED RESIDENTIAL HOME
PROJ. NO.: BE-14-109
LOCATION: 2160 NORTH FOREST ROAD
AMHERST, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	3	4			TOPSOIL	Driller notes approx. 6" Topsoil
		5	7		9	Red-Brown and Black Silty CLAY, tr.sand, tr.gravel (moist, FILL)	
	2	5	8				
		7	10		15	Brown-Gray and Black f-m SAND, some Silt, tr.gravel (moist, FILL)	
5	3	3	3				
		4	4		7	Black Organic Clayey SILT, little f-c Sand (moist, FILL)	
	4	2	2			Gray and Black Organic Silty CLAY, tr.peat (moist, medium, OL-CL)	
		3	4		5		
	5	2	3				
10		3	3		6		
	6	2	2				
		2	2		4		
	7	3	2				
		3	4		5		
15	8	WOH/1.5				Becomes Red-Brown (wet, v.soft)	WOH = Weight of Hammer and Rods
			1		WOH		
	9	1	1				
		1	1		2	Contains little f-c Sand, tr.gravel	REF = Sample Spoon Refusal
	10	31	50/0.3		REF	Red-Brown f-m SAND and Silt, tr.gravel (moist, SM)	
20							
	11	19	23				
		21	22		44	(compact)	
25							
	12	19	50/0.4		REF		
						Boring Complete with Sample Spoon Refusal at 25.9' and Auger Refusal at 26.0'	No Free Standing Water encountered at Boring Completion
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. JAKUBCZAK

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

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

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

APPENDIX C

FILL MATERIAL AND EARTHWORK RECOMMENDATIONS

APPENDIX C

FILL MATERIAL AND EARTHWORK RECOMMENDATIONS

I. Material Recommendations

A. Structural Fill

Structural Fill should consist of a crusher run stone, free of clay, organics and friable or deleterious particles. As a minimum, the crusher run stone should meet the requirements of New York State Department of Transportation, Standard Specifications, Item 304.12 – Type 2 Subbase, with the following gradation requirements.

Sieve Size Distribution	Percent Finer by Weight
2 inch	100
¼ inch	25-60
No. 40	5-40
No. 200	0-10

B. Subbase Stone

The subbase stone course placed as the aggregate course beneath slab-on-grade and pavement construction should conform to the same material requirements as Structural Fill as stated above.

C. Suitable Granular Fill

Suitable soil material, well graded from coarse to fine and classified as GW, GP, GM, SW, SP or SM type soil using the Unified Soil Classification System (ASTM D-2487) and having no more than 85 percent by weight material passing the No. 4 sieve, no more than 20 percent by weight material passing the No. 200 sieve and which is generally free of particles greater than 6 inches, will be acceptable as Suitable Granular Fill. It should also be free of topsoil, asphalt, concrete rubble, wood, debris, clay and other deleterious materials.

Suitable Granular Fill can be used as foundation backfill and as subgrade fill to raise site grades beneath slab-on-grade and pavement construction. Material meeting the requirements of New York State Department of Transportation, Standard Specifications, Item 203.07 – Select Granular Fill, or Item 203.20 Select Granular Subgrade is acceptable for use as Suitable Granular Fill.

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

II. Placement and Compaction Requirements

All controlled fill placed beneath foundations, slab-on-grade construction and pavement construction should be compacted to a minimum of 95 percent of the maximum dry density as measured by the modified Proctor test (ASTM D1557). Fill placed in non-loaded grass areas can be compacted to a minimum of 90 percent of the maximum dry density (ASTM D1557).

Placement of fill should not exceed a maximum loose lift thickness of 6 to 9 inches with the exception of subbase courses beneath slab on grade and pavement construction, which can be placed in a single lift not exceeding 15 inches. The loose lift thickness should be reduced in conjunction with the compaction equipment used so that the required density is attained.

Fill should have a moisture content within two percent of the optimum moisture content at the time of compaction. Subgrades should be properly drained and protected from moisture and frost. Placement of fill on frozen subgrades is not acceptable. It is recommended that all fill placement and compaction be monitored and tested on a full-time basis by a representative of Empire Geo-Services, Inc.

III. Quality Assurance Testing

The following minimum laboratory and field quality assurance testing frequencies are recommended to confirm fill material quality and post placement and compaction conditions. These minimum frequencies are based on generally uniform material properties and placement conditions. Should material properties vary or conditions at the time of placement vary (i.e. moisture content, placement and compaction, procedures or equipment, etc.) Then additional testing is recommended. Additional testing, which may be necessary, should be determined by qualified geotechnical personnel, based on evaluation of the actual fill material and construction conditions.

A. Laboratory Testing of Material Properties

- Moisture content (ASTM D-2216) - 1 test per 4,000 cubic yards or no less than 2 tests per each material type.
- Grain Size Analysis (ASTM D-422) - 1 test per 4,000 cubic yards or no less than 2 tests per each material type.
- Liquid and Plastic Limits (ASTM D-4318) 1 test per 4,000 cubic yards or no less than 2 tests per each material type. Liquid and Plastic Limit testing is necessary only if appropriate, based on material composition (i.e. clayey or silty soils).

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

- Modified Proctor Moisture Density Relationship (ASTM D-1557) 1 test per 4,000 cubic yards or no less than 1 test per each material type. A maximum/minimum density relationship (ASTM D-4253 and ASTM D-4254) may be an appropriate substitute for ASTM D-1557 depending on material gradation.

B. Field In-Place Moisture/Density Testing (ASTM D-3017 and ASTM D-2922)

- Backfilling along trenches and foundation walls - 1 test per 50 lineal feet per lift.
- Backfilling Isolated Excavations (i.e. column foundations, manholes, etc.) 1 test per lift.
- Filling in open areas for slab-on-grade construction - 1 test per 2,500 square feet per lift.

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

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APPENDIX D

GEOTECHNICAL REPORT LIMITATIONS

GEOTECHNICAL REPORT LIMITATIONS

WMA Engineering DPC / DBA Empire Geotechnical Engineering Services (Empire) has endeavored to meet the generally accepted standard of care for the services completed, and in doing so is obliged to advise the geotechnical report user of our report limitations. Empire believes that providing information about the report preparation and limitations is essential to help the user reduce geotechnical-related delays, cost over-runs, and other problems that can develop during the design and construction process. Empire would be pleased to answer any questions regarding the following limitations and use of our report to assist the user in assessing risks and planning for site development and construction.

PROJECT SPECIFIC FACTORS: The conclusions and recommendations provided in our geotechnical report were prepared based on project specific factors described in the report, such as size, loading, and intended use of structures; general configuration of structures, roadways, and parking lots; existing and proposed site grading; and any other pertinent project information. Changes to the project details may alter the factors considered in development of the report conclusions and recommendations. *Accordingly, Empire cannot accept responsibility for problems which may develop if we are not consulted regarding any changes to the project specific factors that were assumed during the report preparation.*

SUBSURFACE CONDITIONS: The site exploration investigated subsurface conditions only at discrete test locations. Empire has used judgement to infer subsurface conditions between the discrete test locations, and on this basis the conclusions and recommendations in our geotechnical report were developed. It should be understood that the overall subsurface conditions inferred by Empire may vary from those revealed during construction, and these variations may impact on the assumptions made in developing the report conclusions and recommendations. *For this reason, Empire should be retained during construction to confirm that conditions are as expected, and to refine our conclusions and recommendations in the event that conditions are encountered that were not disclosed during the site exploration program.*

USE OF GEOTECHNICAL REPORT: Unless indicated otherwise, our geotechnical report has been prepared for the use of our client for specific application to the site and project conditions described in the report. *Without consulting with Empire, our geotechnical report should not be applied by any party to other sites or for any uses other than those originally intended.*

CHANGES IN SITE CONDITIONS: Surface and subsurface conditions are subject to change at a project site subsequent to preparation of the geotechnical report. Changes may include, but are not limited to, floods, earthquakes, groundwater fluctuations, and construction activities at the site and/or adjoining properties. *Empire should be informed of any such changes to determine if additional investigative and/or evaluation work is warranted.*

MISINTERPRETATION OF REPORT: The conclusions and recommendations contained in our geotechnical report are subject to misinterpretation. *To limit this possibility, Empire should review project plans and specifications relative to geotechnical issues to confirm that the recommendations contained in our report have been properly interpreted and applied.*

Subsurface exploration logs and other report data are also subject to misinterpretation by others if they are separated from the geotechnical report. This often occurs when copies of logs are given to contractors during the bid preparation process. *To minimize the potential for misinterpretation, the subsurface logs should not be separated from our geotechnical report and the use of excerpted or incomplete portions of the report should be avoided.*

OTHER LIMITATIONS: Geotechnical engineering is less exact than other design disciplines, as it is based partly on judgement and opinion. For this reason, our geotechnical report may include clauses that identify the limits of Empire's responsibility, or that may describe other limitations specific to a project. These clauses are intended to help all parties recognize their responsibilities and to assist them in assessing risks and decision making. Empire would be pleased to discuss these clauses and to answer any questions that may arise.

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

March 3, 2021

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: Application to Reclassify 2160 and 2170 North Forest Road from
NCD-SA to NCD-ND and to Amend the Audubon Development Plan [Z-2020-06]
Applicant/Project Sponsor: Coromandel Estates Amherst LLC
File 10181.1

Dear Supervisor Kulpa and Councilmembers:

This letter is being submitted on behalf of Applicant for the purpose of submitting an updated Concept Site Plan incorporating modifications to the project layout made based on input received during the public hearing held by the Town Board on February 22nd as well as additional modifications made for the purpose of improving the layout of the proposed residential project.

Attached as Exhibit "1" is the updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21] prepared by Christina Barmosz of Silvestri Architects PC incorporating the following modifications to the project layout:

1. The previously proposed stormwater basin on the western portion of the Project Site adjacent to the property at 2180 North Forest Road has been eliminated;

2. The dumpster enclosure has been relocated from the western portion of the Project Site to the eastern portion of Project Site. Additionally, screening has been added on the exterior edges of the dumpster enclosure;

3. The previously proposed two-story eight-unit building has been replaced with 2 two-story four-unit buildings;

4. The proposed covered patio with a fire pit has been relocated so that it will between the 2 two-story four-unit buildings;

5. Landscaping and a fence has been added along the western boundary of the Project that is contiguous to 2180 North Forest Road;

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

7. The parking to be provided on the Project Site has been increased from 17 spaces to 23 spaces (2.88 parking spaces per unit) consistent with the zoning condition recommended by the Planning Board on January 21st in connection with its issuance of a favorable

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

recommendation to the Town Board stating: "That the petitioner include additional parking spaces beyond the 17 spaces shown on the concept plan at the site plan stage.[1]"

Attached as Exhibit "2" are copies of the project update letters to interested property owners dated March 2nd that included an 11" x 17" size copy of the updated Concept Site Plan. The updated Concept Plan demonstrates the concerted effort that has been made by the project team to incorporate input received from the public during the public hearing held on February 22nd.

The Town Board will be holding continuation of the virtual public hearing in connection with the pending request to reclassify the Project Site from NCD-SA to NCD-ND and to amend the Audubon Development Plan during its meeting on Monday, March 8th at 7:00 p.m. The Applicant is requesting that the Town Board adopt a resolution during its upcoming meeting for the purpose of issuing a negative declaration pursuant to the State Environmental Quality Review Act ("SEQRA") and approving the requested reclassification of the Project Site from NCD-SA to NCD-ND and an amendment of the Audubon New Community Development Plan.

If you have any questions regarding this letter or the attached documentation, please feel free to contact me at 510-4338 or via e-mail at shopkins@hsr-legal.com.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Jacqualine Berger, Deputy Supervisor
Deborah Bruch Bucki RN PhD, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Francina J. Spoth, Town Clerk
Kathy Cooper, Deputy Town Clerk
Stanley J. Sliwa, Esq., Town Attorney
Ellen Kost, AICP, Assistant Planning Director
Thiru Vikram, Coromandel Estates Amherst LLC
Christina Barmosz, Silvestri Architects PC
Christopher Wood, P.E., Carmina Wood Morris DPC

[1] During its meeting on January 21st, the Planning Board adopted a resolution by a unanimous 7-0 vote recommending that the Town Board: 1. Issue a negative declaration pursuant to SEQRA; 2. Approve the reclassification of the Project Site from NCD-SA to NCD-ND; and, 3. Approve Amendment #73 to the Audubon New Community District Development Plan. The Planning Board findings in support of its favorable recommendation were as follows: A. The proposed Revision to the Development Plan meets the intent and objectives of a New Community District as expressed in Subsection 1-1.1; B. The proposed Revision to the Development Plan meets all the requirements of Section 5-2-3 through 5-2-6; C. The proposed Revision to the Development Plan is conceptually sound in that it meets present and future community needs; D. There are or will be adequate services and utilities available or proposed to be made available in the construction of the development; and, E. The proposed Amendment to the Development Plan is consistent with the Town Comprehensive Plan.

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

Exhibit 1 – Updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21] Prepared by Christina Barmosz of Silvestri Architects PC

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon



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NORTH FOREST APARTMENTS

2160-2170 North Forest Rd
Amherst, ny

ISSUE:

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

SEAL:

TITLE:

CONCEPT SITE PLAN

SILVESTRI
ARCHITECTS · PC
1321 MILLERSPORT HWY PH. 716.691.0300
AMHERST, NY 14221 FAX. 716.691.4773

SA JOB #: 20060.02
DATE: 03/01/21

DRAWING #: AS-101

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.

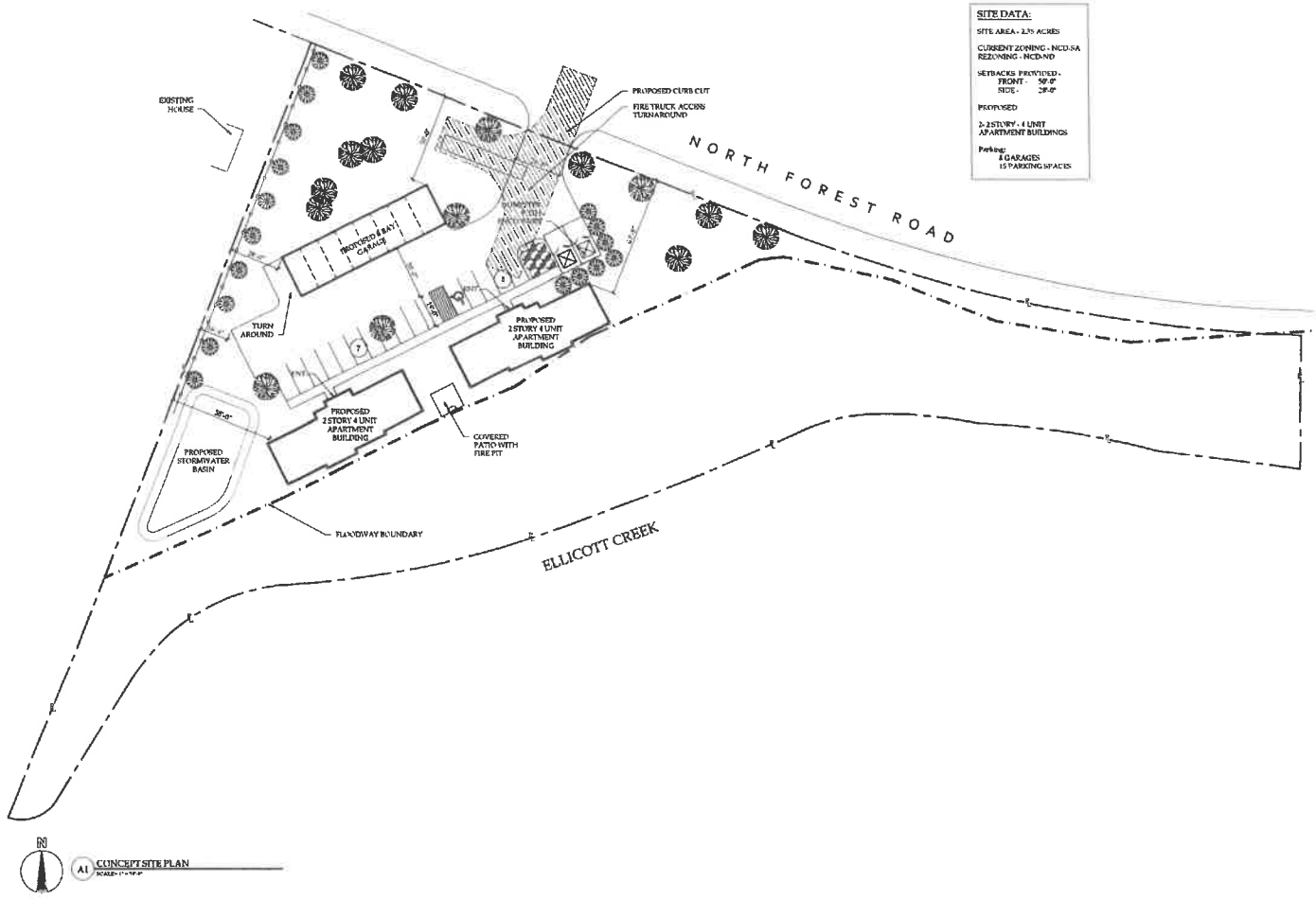
Sincerely,

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



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NORTH FOREST APARTMENTS

2160-2170 North Forest Rd
Amherst, ny

ISSUE

SA PROJECT TEAM: PRINCIPAL P.Silvestri
PROJ. ARCH. S.Hurd DRAFTER W.Masharoff
FOR CAPT. _____ INTERIORS K.Hansen

SEAL:

TITLE:

CONCEPT SITE PLAN

SILVESTRI
ARCHITECTS · PC
1291 MILITARY RD PH. 716.691.0900
AMHERST NY 14221 FAX 716.691.4773

SA JOB #: 20060.02
DATE: 03/01/21
DRAWING #: AS-101

HSM

March 2, 2021

Joseph Hausbeck
2180 North Forest Road
Williamsville, NY 14221

Re: Application to Reclassify 2160 and 2170 North Forest Road from NCD-SA to NCD-ND and to Amend the Audubon Development Plan [Z-2020-06]
Applicant/Project Sponsor: Coromandel Estates Amherst LLC
File 10181.1

Dear Mr. Hausbeck:

This letter is being sent to you to provide you with a project update. Based on the input received during the virtual public hearing held by the Town Board on February 22nd, the layout of the proposed project has been updated.

An 11" x 17" size copy of the updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21] is enclosed depicting the following modifications to the project layout:

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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
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Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

and related technical documentation have been prepared by Carmina Wood Morris DPC, the project engineering firm.

Please feel free to contact me with any questions at 510-4338 or via e-mail at shopkins@hsr-legal.com if you have any questions regarding this letter or the enclosed updated Concept Site Plan.

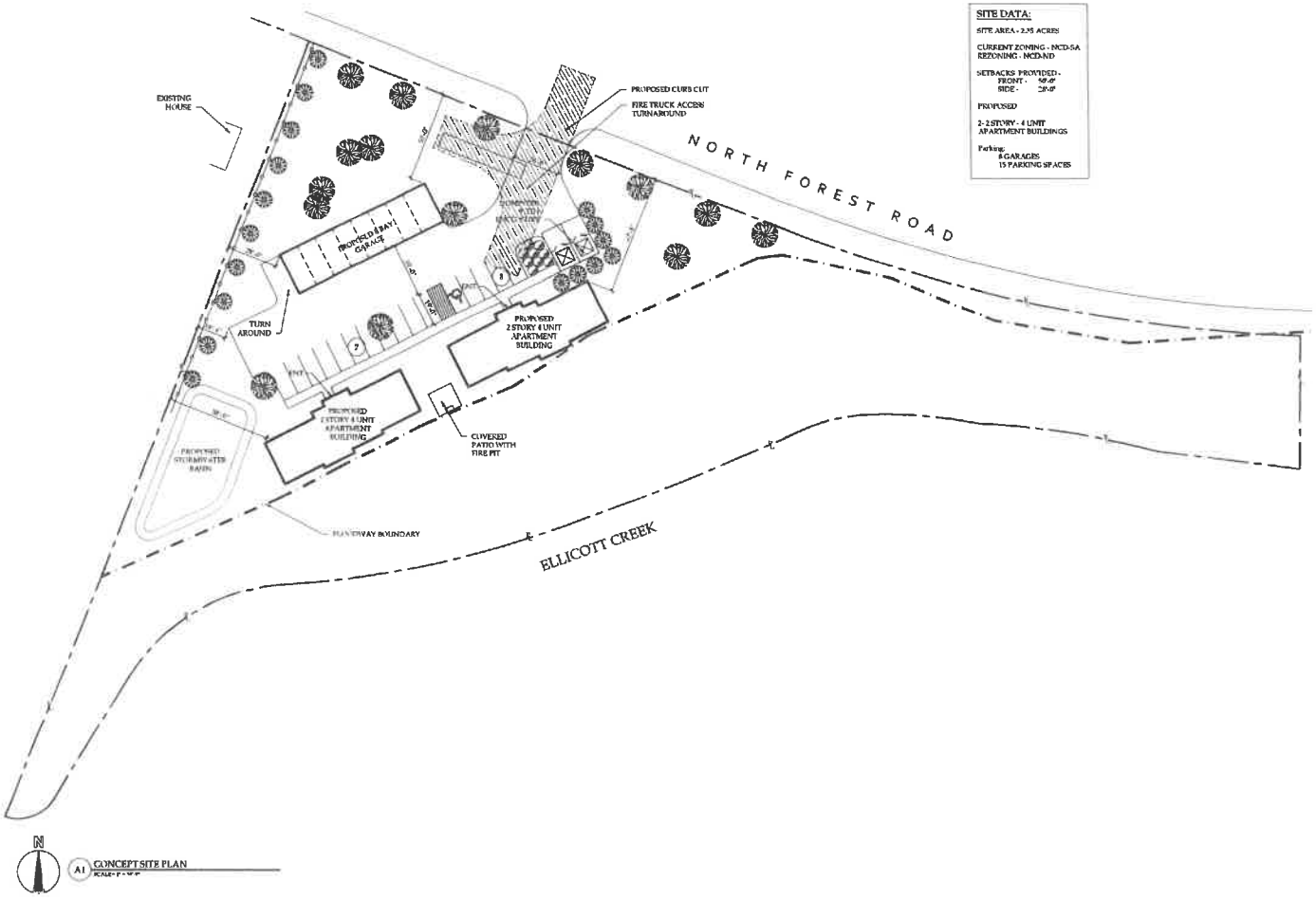
Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc. 11" x 17" copy updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21]

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon



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NORTH FOREST APARTMENTS

2160-2170 North Forest Rd
Amherst, ny

ISSUE:

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

SEAL:

TITLE:

CONCEPT SITE PLAN

SILVESTRI
ARCHITECTS · PC
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AMHERST NY 14221 FAX 716.691.4773

SA JOB #: 20060.02
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DRAWING #: AS-101

HSM

March 2, 2021

Fran Cummings
2200 North Forest Road
Williamsville, NY 14221

Re: Application to Reclassify 2160 and 2170 North Forest Road from NCD-SA to NCD-ND and to Amend the Audubon Development Plan [Z-2020-06]
Applicant/Project Sponsor: Coromandel Estates Amherst LLC
File 10181.1

Dear Ms. Cummings:

This letter is being sent to you to provide you with a project update. Based on the input received during the virtual public hearing held by the Town Board on February 22nd, the layout of the proposed project has been updated.

An 11" x 17" size copy of the updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21] is enclosed depicting the following modifications to the project layout:

1. The previously proposed stormwater basin on the western portion of the Project Site adjacent to the property at 2180 North Forest Road has been eliminated;

2. The dumpster enclosure has been relocated from the western portion of the Project Site to the eastern portion of Project Site. Additionally, screening has been added on the exterior edges of the dumpster enclosure;

3. The previously proposed two-story eight-unit building has been replaced with 2 two-story four-unit buildings;

4. The proposed covered patio with a fire pit has been relocated so that it will between the 2 two-story four-unit buildings;

5. Landscaping and a fence has been added along the western boundary of the Project that is contiguous to 2180 North Forest Road; and

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

The Town Board will be holding continuation of the virtual public hearing in connection with the pending request to reclassify the Project Site from NCD-SA to NCD-ND and to amend the Audubon Development Plan during its meeting on **Monday, March 8th at 7:00 p.m.**

If the Town Board approves the pending application, then the next step in the project review process will be to seek Site Plan approval from the Planning Board once the fully engineered plans

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsr-legal.com • www.hsr-legal.com

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

and related technical documentation have been prepared by Carmina Wood Morris DPC, the project engineering firm.

Please feel free to contact me with any questions at 510-4338 or via e-mail at shopkins@hsr-legal.com if you have any questions regarding this letter or the enclosed updated Concept Site Plan.

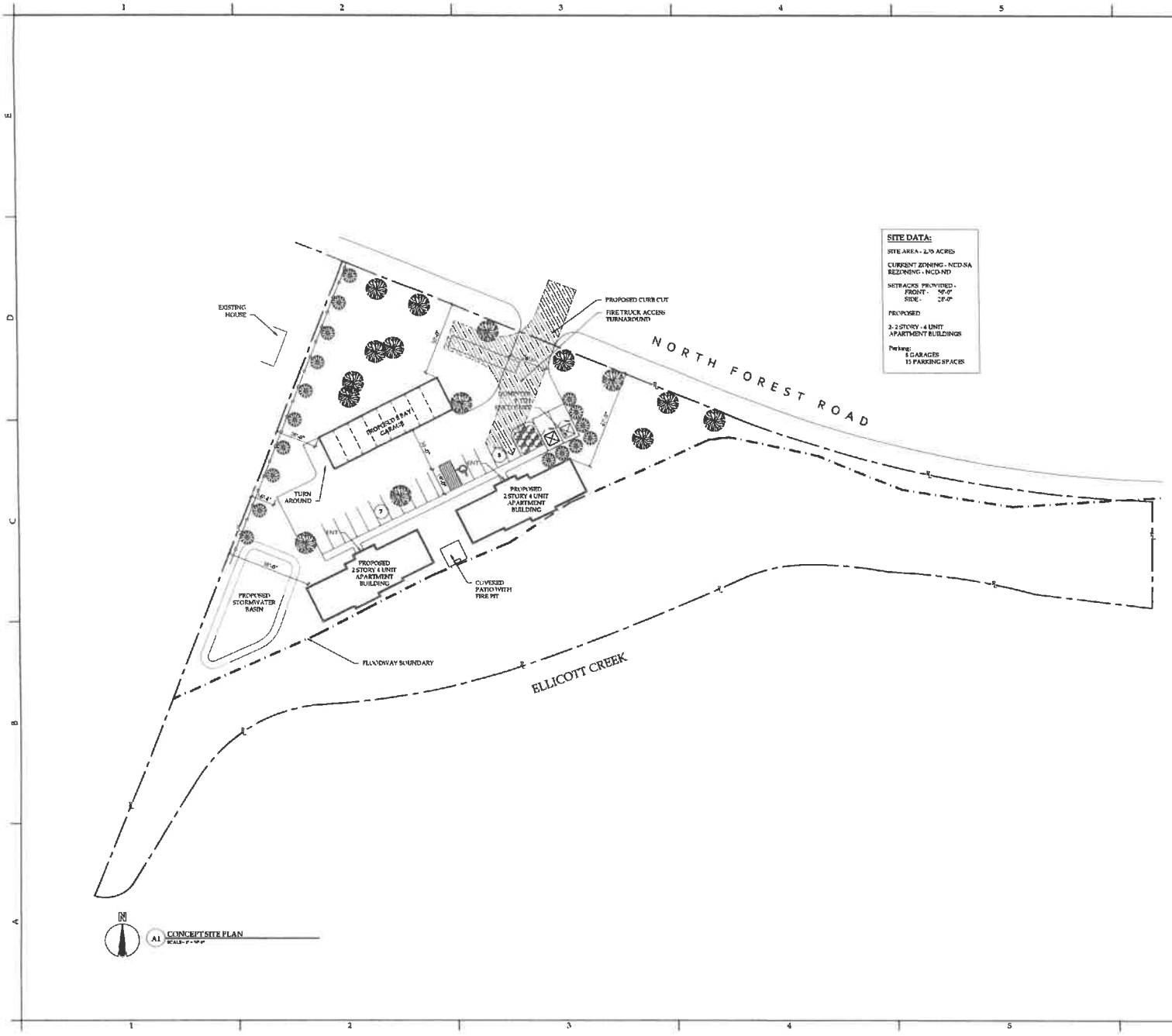
Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc. 11" x 17" copy updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21]

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon



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NORTH FOREST APARTMENTS

2160-2170 North Forest Rd
Amherst, ny

ISSUE:

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

SEAL:

TITLE:

CONCEPT SITE PLAN

SILVESTRI
ARCHITECTS · PC
1324 MILITARY/SPORT HWY PH. 716.691.0800
AMHERST NY 14221 FAX 716.691.4773

SA JOB #: 20060.02
DATE: 03/01/21
DRAWING #: AS-101

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:

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and related technical documentation have been prepared by Carmina Wood Morris DPC, the project engineering firm.

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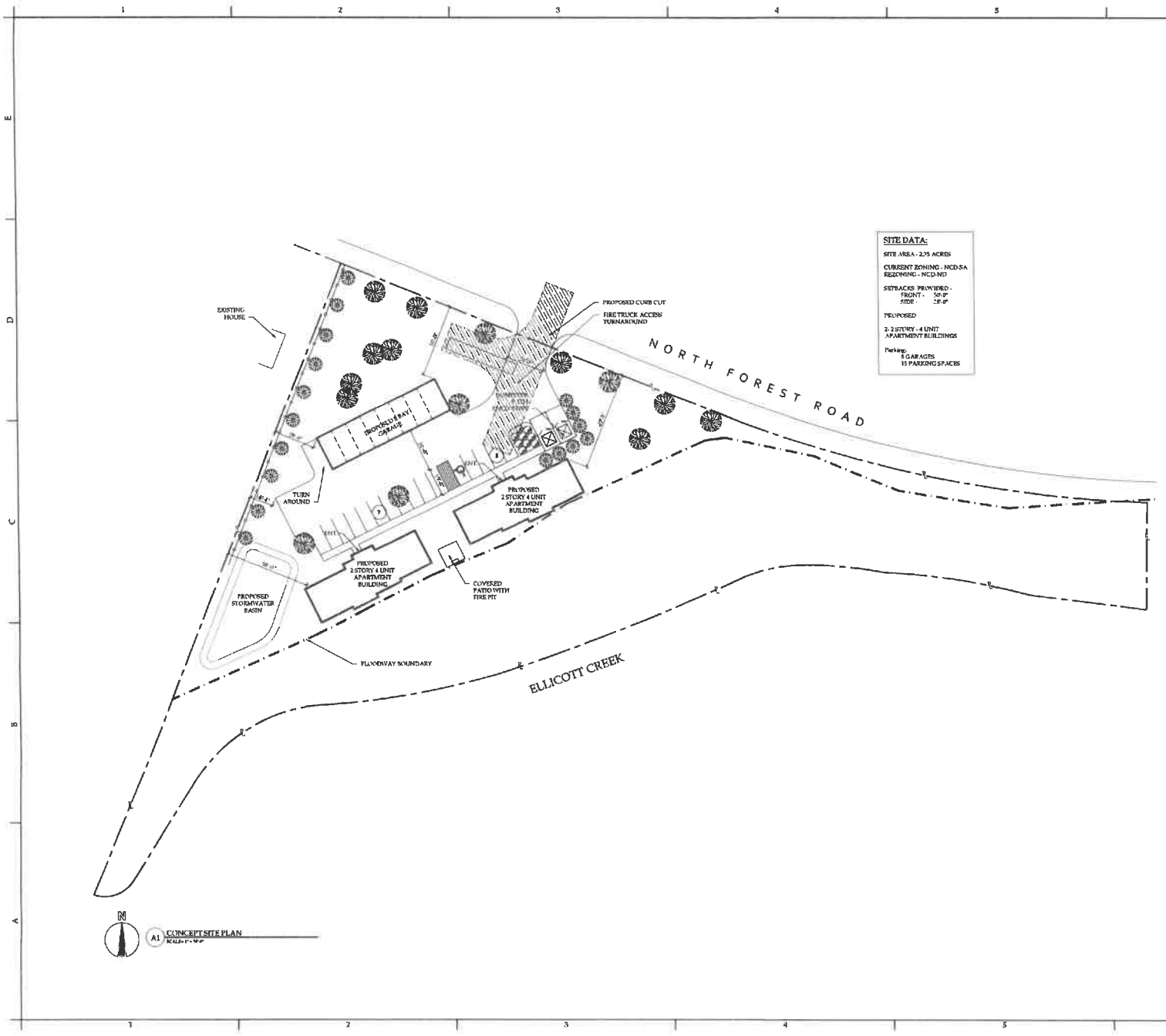
Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc. 11" x 17" copy updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21]

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon



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NORTH FOREST APARTMENTS

2160-2170 North Forest Rd
Amherst, ny

ISSUE:

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

SEAL:

TITLE:

CONCEPT SITE PLAN

SILVESTRI
ARCHITECTS - PC
1321 AIRLEPSPORT HWY PH. 716.691.0000
AMHERST NY 14221 FAX 716.691.4773

SA JOB #: 20060.02
DATE: 03/01/21
DRAWING #: AS-101

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

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)

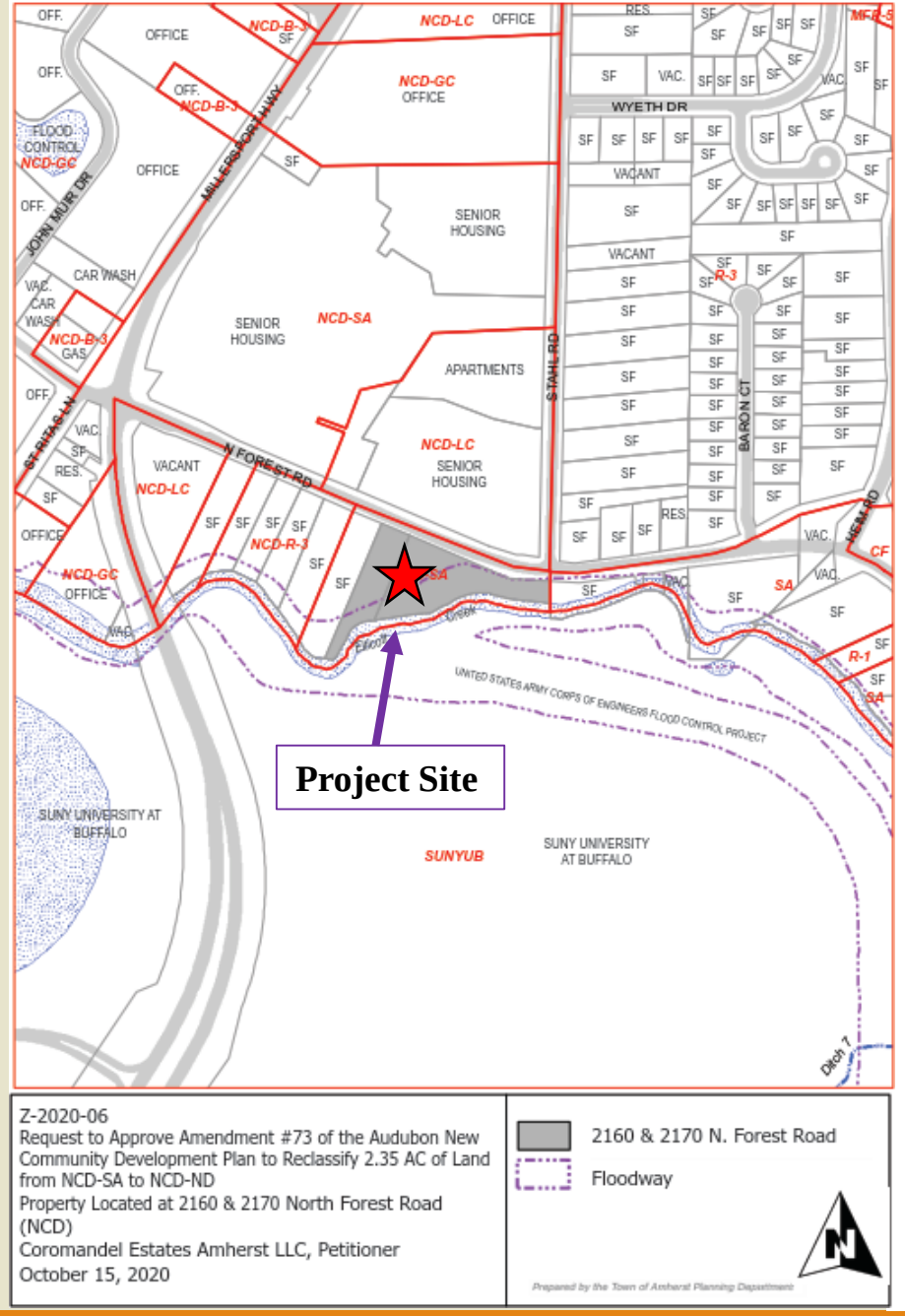
Attachment: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :

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")

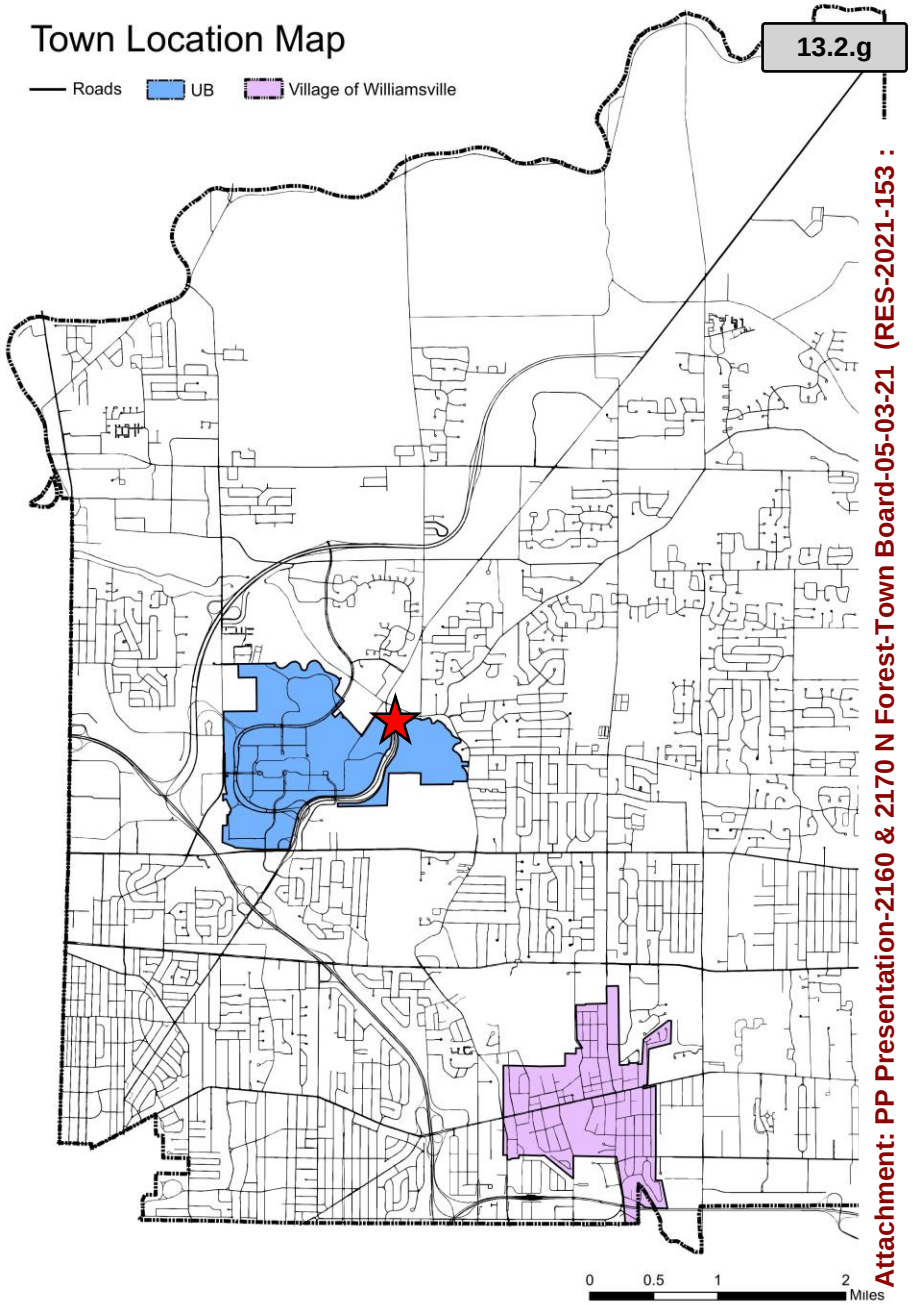
Proposed Reclassification: New Community District – Neighborhood District ("NCD-ND"



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 :

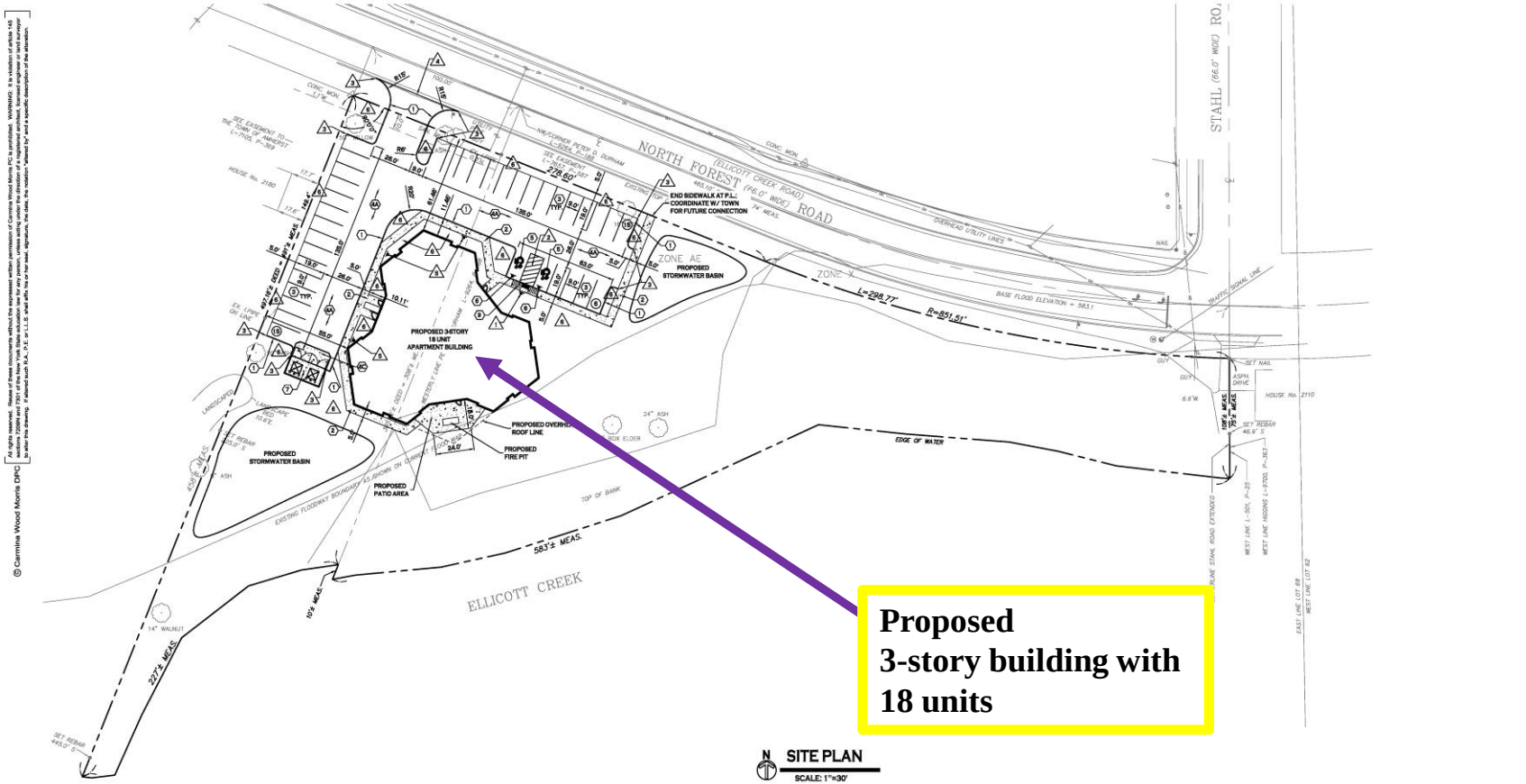
Project Description:

- 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



SITE PLAN
SCALE: 1"=30'

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
1. INSTALL "NO PARKING" SIGN, M.U.T.C.D. SIGN NO. R7-1C
2. 4" WIDE YELLOW PAINT STRIPE @ 45° & 2' O.C., INFILL AREA AS SHOWN
3. RUNOUT CURB IN 2' OR MATCH EXISTING CURB
4. MATCH EX. EDGE OF PAVEMENT, SAWCUT AS REQ'D TO ACHIEVE SQUARE EDGE TO MATCH
5. INSTALL "NO PARKING - FIRE LANE" SIGN, M.U.T.C.D. SIGN NO. R8-3
6. LANDSCAPED AREA - SEE LANDSCAPE PLAN, IF NO PLANTINGS, INSTALL TOPSOIL & SEED

SITE DATA
TOTAL SITE: 2.35 ACRES
ZONED: NCD-NA (CURRENT) TO BE REZONED TO NCD-ND
USE: PROPOSED 3-STORY 18 UNIT APARTMENT BUILDING
PARKING REQ'D: 2 SPACE PER UNIT,
18 UNITS x2 = 36 SPACES REQ'D,
36 SPACES PROVIDED.

SITE LEGEND
PROPERTY LINE
PROPOSED CONCRETE CURB
PROPOSED CONCRETE SIDEWALK
PROPOSED ASPHALT PAVEMENT
PROPOSED SIGN
PROPOSED PARKING NUMBER (37)
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' 30 0 30 60FT.

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Carmina Wood Morris DPC
487 Main Street Suite 800
Buffalo, New York 14203
P 716.842.3155
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: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :)

Concept Plan Presented on February 22nd:

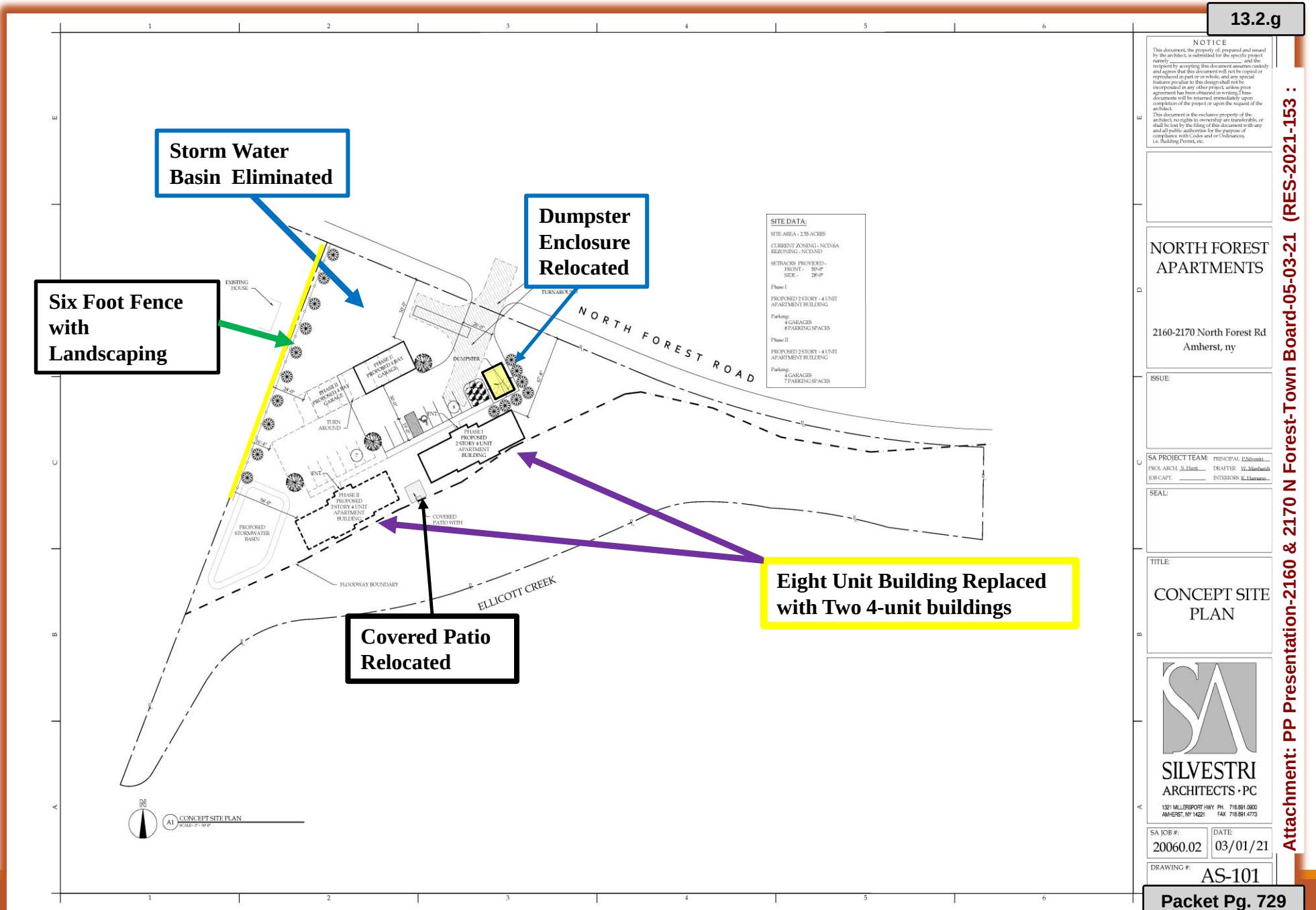
- Project layout had been updated based on input received regarding the original Concept Plan
- 2-story building with 8 units and 16 parking spaces [Density reduced by 56%]
- Low Density: 3.4 units per acre
- No impact to the regulated floodway



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



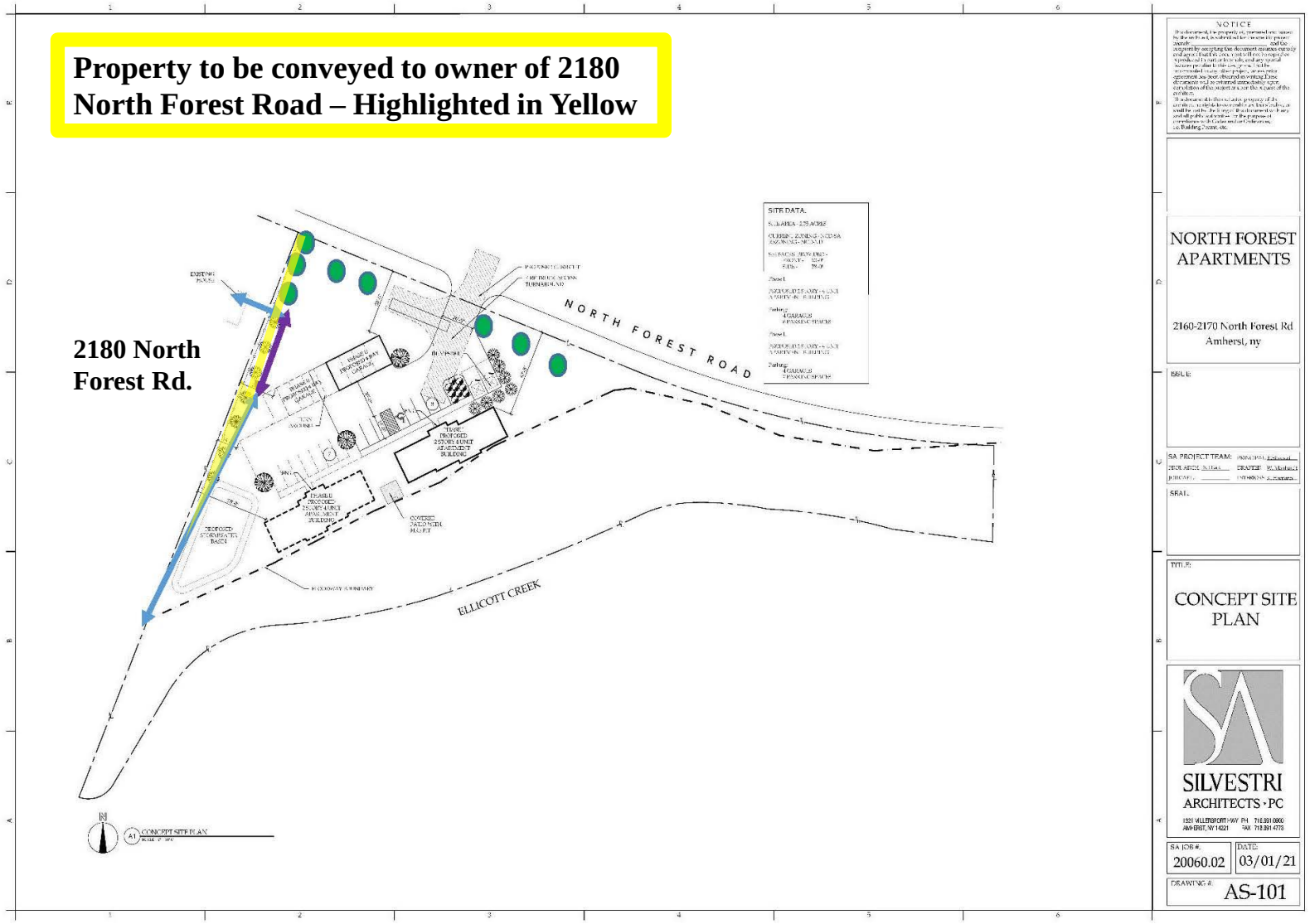
Updated Concept Plan:

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]

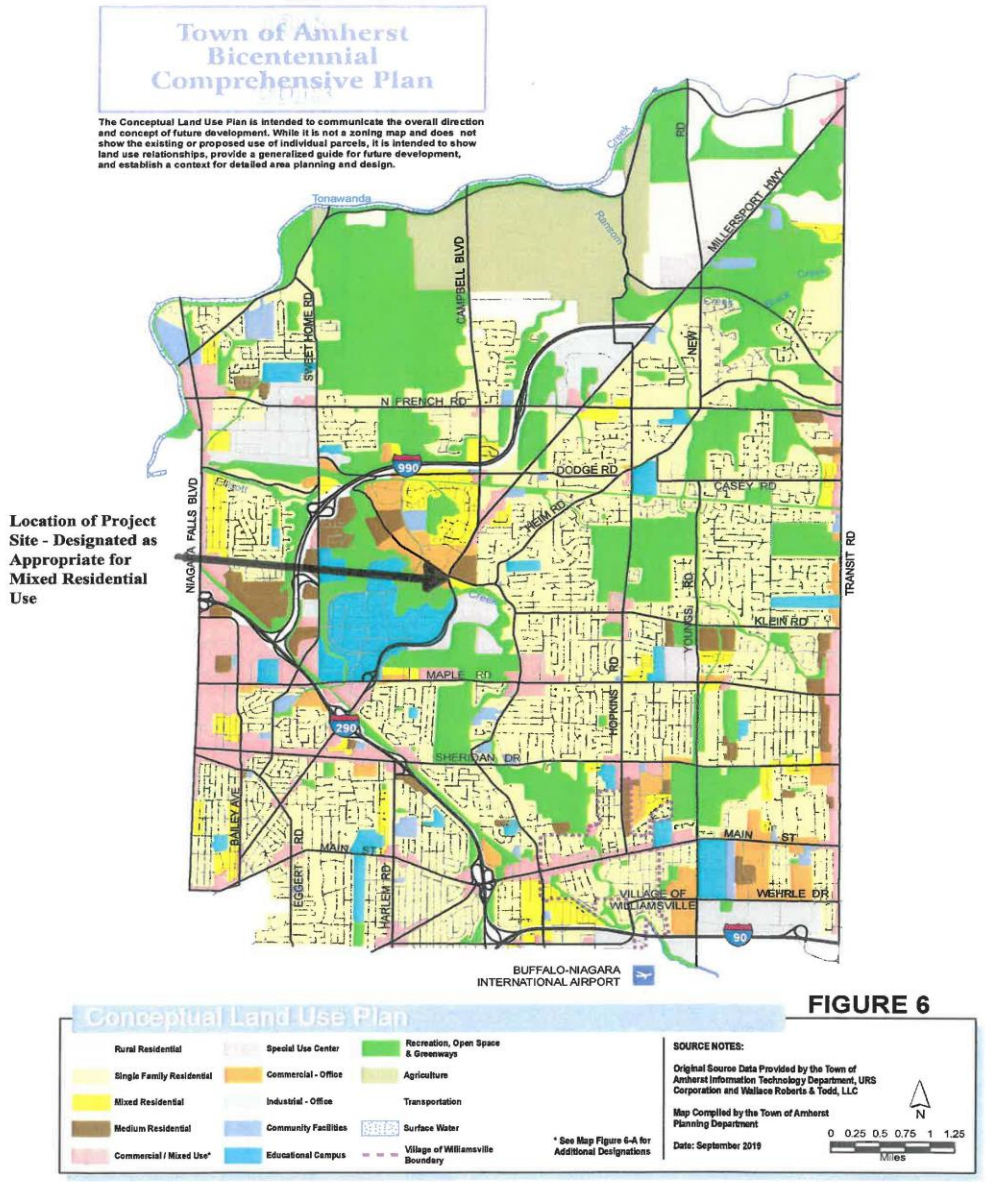
Yellow: 15 ft. of property to be conveyed to owner of 2180 North Forest Road upon the Applicant obtaining site plan approval and closing on the purchase of the Project Site.



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 is consistent 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: 06/21/21 07:00 PM
Department: Town Clerk
DOC ID: 23400

COMMUNICATION 2021-67

APPROVED

Request for Public Hearing - Reclassification of 520 Campbell Boulevard

Request from Sean W. Hopkins, Esq. for a public hearing to be set for the Reclassification of a portion of 520 Campbell Boulevard from NCD-SA to NCD-ND & Amendment of the Audubon Development Plan.

This hearing has been set for July 12th.

6/21/2021
Consent

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

June 15, 2021

Kathy Cooper, Deputy Town Clerk
Town of Amherst Town Clerk's Office
5583 Main Street
Williamsville, NY 14221

Re: Request to Schedule Public Hearing
Reclassification of a Portion of 520 Campbell Boulevard from NCD-SA to NCD-ND &
Amendment of the Audubon Development Plan [Z-2021-03]
Applicant: Ciminelli Real Estate Corporation
File No. 10024.4

Dear Kathy:

This letter is being submitted on behalf of Ciminelli Real Estate Corporation (the "Project Sponsor") to request that the Town Board adopt a resolution during its next meeting on Monday, June 21st for the purpose of scheduling a public hearing on the pending request to reclassify a portion of 520 Campbell Boulevard from NCD-SA to NCD-ND and to amend the Audubon New Community Development Plan.

During its meeting on May 20th, the Planning Board held a public hearing on the pending application and adopted a resolution buy a six to on vote for the purpose recommending that the Town Board approve the pending request to reclassify a portion of 520 Campbell Boulevard from NCD-SA to NCD-ND and to amend the Audubon New Community Development Plan. The Planning Board also recommended the Town Board issue a negative declaration pursuant to the State Environmental Quality Review Act ("SEQRA").

It would be appreciated if you would send me a letter confirming the date and time of the public hearing once it has been scheduled by the Town Board along with a list of the property owners who will receive written notice of the public hearing to be held by the Town Board.

Please feel free to contact me at 510-4338 or via e-mail at shopkins@hsr-legal.com if you have any questions this letter.

Thank you for your anticipated cooperation.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

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: Cooper-Ltr-Request to Schedule Public Hearing-06-15-21 (COM-2021-67 : Request for Public Hearing - 520 Campbell Boulevard)

cc: Ellen Kost, AICP, Assistant Planning Director [Via e-mail and mail]
Ken Zollitsch, GPI Engineering [Via e-mail]
Adam Faeth, Esq., Ciminelli Real Estate Corporation [Via e-mail and mail]

Attachment: Cooper-Ltr-Request to Schedule Public Hearing-06-15-21 (COM-2021-67 : Request for Public Hearing - 520 Campbell Boulevard)

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Town Clerk
DOC ID: 23384

COMMUNICATION 2021-68 **REFERRED**

Opposition to Removal of 'No Standing' Signs on Chateau Terrace

Petition signed by residents of the Chateau Terrace block in opposition to the removal of the "No Standing" signs on Chateau Terrace.

6/21/2021
Referred to Planning and Traffic Safety.

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

Petition to Retain the Existing "No Stopping" Signage on the East side of Chateau Terrace between Main Street and Chateau Terrace South

To: The Amherst Town Board

From: The following undersigned residents of Chateau Terrace, Chateau Terrace South and Chateau Terrace East

We strongly urge you to oppose the removal of the "No Stopping" restriction currently in place on Chateau Terrace between Main Street and Chateau Terrace South.

Removal of this restriction would allow parking directly to the corner of Chateau Terrace and Chateau Terrace South on the east side of the street. This creates a "blind turn" situation as drivers attempt a left turn from Chateau Terrace South onto Chateau Terrace or a right turn from Chateau Terrace onto Chateau Terrace South.

Another concern is if vehicles are parked on the east side of Chateau Terrace while cars are waiting at a red light to exit Chateau along the west side of Chateau Terrace, cars attempting to enter Chateau from Main Street may be blocked from traveling down Chateau. There is no through traffic in our neighborhood and Main Street is our only access for entrance and exit.

We believe that removal of these restrictions will create a dangerous situation in our neighborhood for drivers and pedestrians alike.

Attachment: Chateau Petition (COM-2021-68 : Opposition to Removal of No Standing Signs on Chateau Terrace)

	Printed Name	Signature	Address
1	Dianne Gordon	Dianne Gordon	42 Chateau South
2	SHILPAN DANDEY	Shilpan	43 Chateau South
3	GERARD O'Connor		27 Chateau Terr S.
4	Kathleen Porter		23 Chateau Terr S.
5	Sean Henry		23 Chateau Terr S.
6	John Shepherd		33 CHATEAU TERR. South
7	Allison Cooper		47 Chateau Ter So
8	CHRIS Renschler		43 Chateau Terr. S.
9	David Boyack		3 Chateau Terr S.
10	Mitch Wolfe		68 Chateau Terr
11	Rob Wurst.		14 Chateau Terrace
12	Patricia Simpson		78 Chateau Terr.
13	KATHLEEN McNEILL	Kathleen McNeill	84 Chateau Terr
14	LORI BRODSKY	Lori Brodsky	94 Chateau Terrace
15	GORDON FITZGERALD		57 CHATEAU TERR East.
16	Alyssa Cerny	Alyssa Cerny	61 Chateau Ter E
17	Laura Heidinger	Laura Heidinger	80 Chateau Ter E
18	THOMAS HEIDINGER	Thomas Heidinger	80 Chateau Ter E
19	Chris Schulte	Chris Schulte	51 E CHATEAU TERR.
20		IRWIN FRANCO	47 E Chateau Ter E
21	NEETA MORACE		39 E. CHATEAU
22	BOB MORACE		39 E. CHATEAU
23	JASON MOLAK		35 CHATEAU TER E.
24	Doug CITRON	Doug Citron	31 CHATEAU TER E

25	Jeff Galas		27 Chateau Terrace East
26	Jean Rivusso		17 Chateau Ter E.
27	Kris Rivusso		17 Chateau Ter E.
28	Dan Czapeczka		11 Chateau Ter. E.
29	Amy Theodoro		11 Chateau Ter. E.
30	Walter Gordon		42 Chateau Ter S.
31	STEVEN Cooper		19 CHATEAU TER. South
32	Kathleen Cooper		19 Chateau Ter. So
33	Angela Gerth		11 Chateau Terrace South
34	Debbie Dias Costa		11 CHATEAU TERRACE SOUTH
35	Teresa Gerth		" "
36	Chris Parker		> Chateau Terrace South
37	Patricia W. O'Connor		27 Chateau Ter. South
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	Printed Name	Signature	Address
1	SUZANNE BAUER	Suzanne Bauer	20 Chateau Terr So.
2	Mary Beth Glose	Mary Beth Glose	20 Chateau South
3	Grace Lawson	Grace Lawson	21 Chateau Terrace S.
4	Mark T Orlowski		20 Chateau Terrace E.
5	John MOLAK	John Molak	34 CHATEAU TERRACE E
6	ALAN ELLIOTT		38 CHATEAU TERR EAST
7	NANCY FOSTER	Nancy Foster	50 E. Chateau Terr E
8	Fred Lenz		64 E CHATEAU Terrace
9	Christina Cayle-Lenz		64 E Chateau Terrace
10	Kim Schepart		117 Chateau Terr.
11	Lisa Drdul		92 Chateau Ter.
12	Tammi Schramm	Schramm	93 Chateau Terr
13	Mike Robinson		87 Chateau Terrace
14	Heidi Butler	Heidi E. Butler	83 chateau Terrace
15	Jason Perri		71 Chateau Terrace
16	JAMES KALINOWSKI	James Kalinowski	46 CHATEAU TER. E.
17	Lynn Kalinowski	Lynn Kalinowski	" " "
18	Andrew Lawson		26 Chateau Terrace S.
19	Allison Lawson	Allison Lawson	26 Chateau Terr. S.
20	Jason Oberg		65 Chateau Ter.
21	Saurie Becka	Saurie Becka	10 Chateau Terr S.
22			
23			
24			

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Town Clerk
DOC ID: 23369

COMMUNICATION 2021-69 **REFERRED**

Daumen - Opposition to Forbes/Capretto Project

Email from Francis and Colleen Daumen voicing their concerns with respect to the Forbes/Capretto project planned on the parcel at 10600 Transit Road.

6/21/2021
Referred to Planning.

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

Cooper, Kathy

Subject: FW: Forbes/ capretto project @10060 Transit Road

From: Colleen daumen <
Date: 6/6/21 8:56 PM (GMT-05:00)
To: "Kulpa, Brian J." <bkulpa@amherst.ny.us>, "Berger, Jacqualine" <jberger@amherst.ny.us>, "Bucki, Debbie" <dbucki@amherst.ny.us>, "Lavin, Shawn A." <slavin@amherst.ny.us>, "Szukala, Michael" <mszukala@amherst.ny.us>, "Lucey, Patrick G." <plucey@amherst.ny.us>
Subject: Forbes/ capretto project @10060 Transit Road

Attention:
Brian Kulpa
J Berger
D. Bucki
S. Lavin
M. Szukala
Forbes/ Capretto Homes

We are writing this letter to inform the Town of Amherst Supervisor, Town Board, Town planning board as well as Forbes Capretto
Builders that they will be held responsible for any and all traffic accidents, pedestrian injuries, basement and sewage backups that may occur as a result of them moving forward on an ill thought out and self serving project planned on parcel at 10060 Transit Road. The 1200+ families of Ransom Oaks's have seen numerous accidents as well as a pedestrian death on Smith road ...specifically Smith and Glen oak drive.. The current heavy traffic on the 2 lane Smith and Transit Roads will only worsen the congestion and potential incidents. Entrances on Transit and Smith as well as a planned intrusion from our development on Ruby lane will further endanger our community.
Moving on to the next concern, we have also had yard , basement and road flooding as well as sewage back up due to the already overwhelmed system. This has been exacerbated since the Dockside community was wedged into a shrinking available town land space. It is my understanding from the sewage plant that some codes may not have been followed there!
The Swormville fire Department is unable to service more than a 3 story structure as well due to the fact they have no appropriate ladder truck.
To conclude..
This is an election year and when the candidates speak of being there for Amherst residents, let's hope their actions meet their words. Our residents are prepared to sign petitions and rally if needed to stop the project. There is plenty of open land in other towns of Erie County. Please stop this over development.
Francis and Colleen Daumen

Attachment: Daumen (COM-2021-69 : Daumen - Opposition to Forbes Capretto Project)

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

Francina J. Spoth
Town Clerk

Meeting: 06/21/21 07:00 PM
Department: Councilmembers
DOC ID: 23379

COMMUNICATION 2021-70 **REFERRED**

Amherst Central Park Comments

Resident comments regarding Amherst Central Park.

6/21/2021
Referred to Planning, Central Park Task Force, Engineering, and Youth & Recreation.

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

-------- Original message --------
From: Mary Boehm [redacted]
Date: 6/10/21 7:32 PM (GMT-05:00)
To: "Kulpa, Brian J." <bkulpa@amherst.ny.us>, "Berger, Jacqualine" <jberger@amherst.ny.us>, "Bucki, Debbie" <dbucki@amherst.ny.us>, "Lavin, Shawn A." <slavin@amherst.ny.us>, "Szukala, Michael" <mszukala@amherst.ny.us>, "Spoth, Francina" <fspoth@amherst.ny.us>
Subject: Request for a public meeting on the proposed Amherst Central Park

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: Brian J. Kulpa, Supervisor, Town of Amherst
Jacqualine G. Berger, Council Member, Town of Amherst
Deborah Bruch Bucki RN, PhD, Council Member, Town of Amherst
Shawn A. Lavin, Council Member, Town of Amherst
Michael Szukala, Council Member, Town of Amherst

Francina J. Spoth, Town Clerk, Town of Amherst

From: Mary K. Boehm, [redacted]

RE: Request for a public meeting on the proposed Amherst Central Park

As a Town of Amherst resident since 1972, I am requesting a public meeting to discuss the proposed Amherst Central Park.

I am requesting this public meeting be held within the next few weeks and be available as a Zoom meeting as well. I am also requesting that the time and location for this meeting be well advertised. If the Council Chamber is not ready, a different venue should be selected.

This is a reasonable request. Information on the current status of the proposed Amherst Central Park should be publicly shared with the residents of Amherst. Plus this is an election year for the Town Board.

I support the idea of an Amherst Central Park. However I am concerned that the current proposal calls for
—the loss of much green space within the Town of Amherst
—the loss of 1 football field, 1 soccer field, 2 softball diamonds and 1 baseball diamond
—the loss of a public 18 hole golf course in the Town of Amherst

And like other Amherst residents, I have questions about
—the proposed plans for the remainder of the Audubon Golf Course
—the proposed plans for the Westwood property
—the chemical remediation of the Westwood property and the cost
—the condition of the Westwood Club House and the cost of renovation
—the role of Mensch Capital Partners as the construction managers for the above.

Looking forward to the Amherst Central Park public meeting.

Thank you.
Mary K. Boehm

Attachment: COMMUNICATION Boehm Amherst Central Park redacted 20210621 (COM-2021-70 : Amherst Central Park Comments)