



# Amherst Town Board

## Regular Meeting of the Town Board

### Minutes

5583 Main Street  
Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
Town Clerk

Tuesday, January 18, 2022

7:00 PM

Amherst Municipal Building

#### I. IN MEMORY

#### II. INVOCATION

Deputy Supervisor Berger

#### III. PLEDGE OF ALLEGIANCE

#### IV. ROLL CALL:

7:00 PM Meeting called to order on January 18, 2022 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

| Attendee Name        | Organization    | Title                             | Status | Arrived |
|----------------------|-----------------|-----------------------------------|--------|---------|
| Brian J. Kulpa       | Town of Amherst | Supervisor                        | Remote |         |
| Jacqueline 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 |         |
| Timothy Koller       | Town of Amherst | Deputy Town Clerk                 | Remote |         |
| Stanley J. Sliwa     | Town of Amherst | Town Attorney                     | Remote |         |
| Lynda Juul           | Town of Amherst | Director of Finance               | Remote |         |
| Patrick G. Lucey     | Town of Amherst | Highway Superintendent            | Remote |         |
| Daryl Bramer         | Town of Amherst | Comptroller                       | Remote |         |
| Daniel J. Ulatowski  | Town of Amherst | Assistant Planning Director/ZEO   | Remote |         |
| Jeffrey S. Burroughs | Town of Amherst | Town Engineer                     | Remote |         |
| Angela Rossi         | Town of Amherst | Director of Economic Development  | Remote |         |
| Laurie Stillwell     | Town of Amherst | Director of Community Development | Remote |         |

## V. MINUTES APPROVAL

1. Monday, January 03, 2022

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ACCEPTED [UNANIMOUS]</b>          |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Jacqueline Berger, Deputy Supervisor |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

## VI. PROCLAMATIONS AND ANNOUNCEMENTS

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

[<https://us02web.zoom.us/j/81386899625?pwd=bzdjQVhreUY2R29qaGdxbS9Lb0V0dz09>](https://us02web.zoom.us/j/81386899625?pwd=bzdjQVhreUY2R29qaGdxbS9Lb0V0dz09>)

Meeting ID: 813 8689 9625

Passcode: 666609

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 2022-74

### **The Second of Two Public Hearings Required by the U.S. Department of Housing and Urban Development for the FY 2022 Community Development Action Plan**

The second Public Hearing for the FY2022 Community Development Action Plan.

#### **1/18/2022**

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 7:06 PM.

Laurie Stillwell, Director of Community Development, presented.



There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:11 PM.

**RESULT: HEARING CLOSED**

**2. Resolution 2022-75**

**Fire Protection District Contracts - VOW/TOA (CRS#S 3049-3054/3055-3061)**

**AGENDA ITEM : JANUARY 18th, 2022**

**TO: Town Board**

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

**DATE: January 12, 2022**

**RE: 2022 Fire Protection District Contracts:**  
\*Fire Protection District No. 1 - Autumn Harvest (CRS# 3049)  
\*Fire Protection District No. 2 - Lamm Post (CRS#3050)  
\*Fire Protection District No. 3 - Lehn Springs (CRS#3051)  
\*Fire Protection District No. 4 - Mill Street (CRS#3052)  
\*Fire Protection District No. 15 - Park Club (CRS#3053)  
\*Fire Protection District No. 16 - Williamsville-Sheridan (CRS#3054)  
\* \* \* \* \*  
Fire Protection District No. 9 - Ellicott Creek Volunteer Fire Company, (CRS#3056)  
\*Fire Protection District No. 11 - Getzville Fire Company, Inc. (CRS#3057)  
\*Fire Protection District No. 14 - Main-Transit Fire Department, Inc. (CRS#3058)  
\*Fire Protection District No. 10 - North Amherst Fire (CRS#3059)  
\*Fire Protection District No. 18 - North Bailey Fire Company, Inc. (CRS#3060)  
\*Fire Protection District No. 13 - East Amherst Fire (CRS#3055)  
\*Fire Protection District No. 12 - Swormville Fire Dept., Inc. (CRS#3061)

A Public Hearing is scheduled for January 18, 2022 at 7:00 p.m. to approve the above-referenced Fire Protection Contracts for the 2022 calendar year.

After the Public Hearing has been deemed closed, kindly pass a resolution

authorizing the Supervisor to execute each contract referenced above and attached hereto.

Please note that our office is aware that there will need to be modifications made to some of the signature blocks on these contracts; however, our office has not yet been provided with an updated Fire Chief/President list and will do so once we have received the updated information.

Thank you.

SJS:nmb

Attachments

c: Tim Koller, Deputy Town Clerk  
(w/attachments, **Agenda Item - January 18, 2022**)

### **1/18/2022**

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 7:12 PM.

Stan Sliwa, Town Attorney, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Szukala and unanimously approved 5-0. The public hearing was closed at 7:14 PM.

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

### **3. Resolution 2021-1030**

#### **4252 - 4258 Ridge Lea Road Amendment to the Bicentennial Comprehensive Plan**

Adoption of Resolution to Amend the Bicentennial Comprehensive Plan  
4252-4258 Ridge Lea Road (BCPA-2021-01)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR are completed, as the Town Board completed a SEQR review for the Boulevard Central District planning area, which included a Final Environmental Impact Statement was adopted on January 6, 2020, and be it further

RESOLVED, that the subject area is within the aforementioned Boulevard Central District planning area, and has been determined to be consistent with the findings statement adopted on January 6, 2020, 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 September 23, 2021, that the proposed Amendment to the Bicentennial Comprehensive Plan for 4252-4258 Ridge Lea Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 11.6 of the Bicentennial Comprehensive Plan the Town Board amends the Bicentennial Comprehensive Plan to allow industrial/office use on the subject property.

**11/22/2021**

A motion to open the public hearing was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and unanimously approved 4-0. The public hearing was opened at 7:21 PM.

Attorney James Boglioli, Benderson Development, presented.

The following speakers addressed the Town Board and voiced their opposition and concern's:

William Kleis & Geri DiCosmo, 378 Meyer Rd  
Kenneth Holt, 370 Meyer Rd  
Sheila Goldberg & Jill Mack, 306 Meyer Rd  
John Goscinski, 105 Hilton Blvd  
Bob Stockdale, 300 Maynard Dr  
Eugene Sibick, 34 Wik St  
Merri Debany, 4243 Sheridan Dr

There were no further speakers therefore, Deputy Supervisor Berger moved to adjourn the public hearing until December 20th, seconded by Councilmember Bucki and unanimously approved 4-0. The public hearing was adjourned at 8:05 PM.

**12/20/2021**

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.

Attorney James Boglioli, was present and answered questions.

The following speakers addressed the Town Board and voiced their opposition, questions and concern's:

William Kleis & Geri DiCosmo, 378 Meyer Rd  
Don Smith, 201 N Long St  
Sheila Goldberg, 306 Meyer Rd  
Dan Rider, 38 Garden Pkwy  
Susan Holt, 370 Meyer Rd  
Mary Shapiro, 16 Royalwoods Ct

As there were no further speakers from the public, Councilmember Szukala motioned to adjourn the public hearing and set a decision date for January 18. The motion was seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was adjourned at 7:48 PM.

**1/18/2022**

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 7:15

PM.

Supervisor Kulpa presented a brief overview of the request before the Board and showed pictures.

Attorney James Boglioli, was present and answered questions.

The following speakers addressed the Town Board and voiced their opposition:

William Kleis & Geri DiCosmo, 378 Meyer Rd

Sheila Goldberg, 306 Meyer Rd

Susan & Ken Holt, 370 Meyer Rd

As there were no further speakers from the public, Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:41 PM.

A motion to readopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via roll call 4-1 (nay, Bucki).

A motion to adopt the resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via roll call 4-1 (nay, Bucki).

|                  |                                          |
|------------------|------------------------------------------|
| <b>RESULT:</b>   | <b>ROLL CALL VOTE (ADOPTED) [4 TO 1]</b> |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor               |
| <b>SECONDER:</b> | Jacqueline Berger, Deputy Supervisor     |
| <b>AYES:</b>     | Kulpa, Berger, Lavin, Szukala            |
| <b>NAYS:</b>     | Bucki                                    |

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#### 4. Resolution 2021-1031

### 1789 Dodge Road Rezoning

Request to rezone 6.7± acres of land from SA to R-3.

The Town Board is requested to not act on the subject rezoning request at its meeting of November 22, 2021 other than to conduct a public hearing. A SEQR determination and a draft resolution of approval or denial will be prepared when the Town Board establishes a decision date. Therefore, following the close of the public hearing, our office request that the subject matter be placed under Unfinished Business, consistent with rule 5G of the Town Board Rules of Order.

#### **11/22/2021**

A motion to open the public hearing was made by Deputy Supervisor Berger, seconded by Councilmember Szukala and unanimously approved 4-0. The public hearing was opened at 8:06 PM.

Attorney Sean Hopkins, presented. Joe Rubino also spoke.

The following speakers addressed the Town Board and voiced their opposition and

concern's:

William Pitz, 1815 Dodge Rd.  
Barbara Makuch, 143 Brenridge Dr.  
David Mack, 65 Larchmont Rd.  
Merja Kenola, 1800 Dodge Rd.  
Cheryl Anastasia, 1860 Dodge Rd.  
Daniel Ohar, 1970 Dodge Rd.  
Nick Rockwell, 1765 Dodge Rd.  
Annalise Carpaccio, 1810 Dodge Rd.

There were no further speakers, therefore Deputy Supervisor Berger moved to keep the hearing open and to set a decision date for the January 18th Town Board meeting, seconded by Councilmember Bucki and unanimously approved 4-0. This hearing was adjourned at 9:08 PM.

### **1/18/2022**

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 7:49 PM.

Attorney Sean Hopkins, presented. Joe Rubino also spoke.

The following speakers addressed the Town Board and voiced their opposition:

William Pitz, 1815 Dodge Rd.  
Nick Rockwell, 1765 Dodge Rd.  
Stacy Mack, 1790 Dodge Rd.  
Cheryl Anastasia, 1860 Dodge Rd.  
Annalise Carpaccio, 1810 Dodge Rd.  
Merja Kenola, 1800 Dodge Rd.  
Daniel Ohar, 1970 Dodge Rd.

As there were no further speakers, Supervisor Kulpa moved to close the public hearing and set a decision date for the February 7<sup>th</sup> Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 8:53 PM.

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| <b>RESULT:</b> | <b>HEARING CLOSED</b> |
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## **5. Resolution 2022-76**

### **3325 Millersport Highway & Portion of 3275 Millersport Highway Rezoning**

Request to rezone 3325 Millersport Hwy from GB to MFR-5 & R3 and portion of 3275 Millersport Hwy from R-3 to MFR-5

The Town Board is requested to not act on the subject rezoning request at its meeting of January 18, 2022 other than to conduct a public hearing. A SEQR determination and a draft resolution of approval or denial will be prepared when the Town Board establishes a decision

date. Therefore, following the close of the public hearing , our office request that the subject matter be placed under Unfinished Business, consistent with rule 5G of the Town Board Rules of Order.

**1/18/2022**

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 8:54 PM.

Attorney Sean Hopkins, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the February 7<sup>th</sup> Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 9:07 PM.

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| <b>RESULT:        HEARING CLOSED</b> |
|--------------------------------------|

**6. Resolution 2021-1075****Local Law Amending Chapter 5 of the Code of the Town of Amherst -  
Establishment of Design Advisory Board**

Public Hearing with respect to a Local Law Amending Chapter 5 of the Code of the Town of Amherst - Establishment of Design Advisory Board.

**12/20/2021**

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 8:05 PM.

Stan Sliwa, Town Attorney, presented.

The following speakers addressed the Town Board:

Mary Shapiro, 16 Royal Woods Ct - report to the Planning Board first and be part of the public record

Don Smith, 201 N Long St - Planning Board should receive report first

As there were no further speakers from the public, Supervisor Kulpa motioned to adjourn the public hearing, seconded by Councilmember Szukala and unanimously approved 5-0. The public hearing was adjourned at 8:21 PM.

**1/18/2022**

A motion to withdraw was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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|---------------------------------|
| <b>RESULT:</b> <b>WITHDRAWN</b> |
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## 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 (3)**

**3. Amherst Community Diversity Commission (5)**

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

**5. Amherst Industrial Development Agency**

Membership is full.

**6. Amherst Veterans Committee (4)**

Councilmember Bucki re-appoints John Medwid and appoints Thomas Hurley to the Amherst Veterans Committee for terms to end December 31, 2023.

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

**8. Board of Assessment Review**

Membership is full.

**9. Board of Electrician Examiners**

Membership is full.

**10. Board of Ethics (1)**

**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 (1)**

Village vacancy

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

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

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

**22. Library Board of Trustees (1)**

Membership is full.

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

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

Councilmembers Bucki re-appoints Ronald Shubert to the Open Government Advisory Board for a term to conclude December 31, 2024.

**25. Planning Board**

Membership is full.

**26. Recreation Commission (1)**

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

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

**29. Traffic Safety Board**

Membership is full.

**30. Youth Board (4)**

Adult vacancies (4), Youth vacancies (0)

**31. Zoning Board of Appeals (1)**



## IX. PUBLIC EXPRESSION

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Public Expression was opened at 9:09 PM.

The following speakers addressed the Town Board:

Chris Drongosky, 105 Amherstdale - new golf carts and increase in golf course fees

Don Smith, N. Long St. - boards & committees posting meeting agendas on website

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 9:17 PM.

## X. CONSENT AGENDA

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

## XI. COUNCILMEMBER RESOLUTIONS

### A. SUPERVISOR KULPA:

#### 1. Resolution 2022-77

### Reappointment of Planning Board Chair

**BE IT RESOLVED** that Robert J. Gilmour be appointed by the Amherst Town Board as Chair of the Planning Board for a term ending December 31, 2023.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Jacqueline Berger    |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

**B. DEPUTY SUPERVISOR BERGER:****1. Resolution 2022-78****Design Advisory Board Re-Appointment**

**WHEREAS**, the Design Advisory Board, also known as DAB, is to support the goals and objectives of the Comprehensive Plan and the implementation of the Zoning Code by promoting design excellence in Amherst; and

**WHEREAS**, DAB reviews proposed site plans for their application of the Town's Design Guidelines within Mixed Use Districts and provides recommendations to the Planning Board/Director and other boards upon request; and

**WHEREAS**, the Design Advisory Board appointed members maximum is five (5); and

**WHEREAS**, Duncan M. Black has served on the Design Advisory Board and has expressed interest in serving another term.

**NOW, THEREFORE, BE IT RESOLVED** that the Amherst Town Board re-appoints Duncan M. Black to the Design Advisory Board for a term to conclude December 31, 2026.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

**2. Resolution 2022-79****Arts & Culture in Public Places in Amherst  
Appointment/Reappointment**

**WHEREAS**, Town of Amherst created the Arts & Culture in Public Places Board to promote public art and culture within the town and to collaborate and cooperate with various and appropriate individuals, groups, associations, organizations and institutions concerned with art and culture; and

**WHEREAS**, to promote, ensure and enhance the function, object and mission of the visual and performing arts; and

**WHEREAS**, the Arts & Culture in Public Places Board, also known as Arts & Culture, consists of nine (9) members, each serving a term of two (2) years; and

**WHEREAS**, Deborah Doucette and Sharon Rich have expressed interest in continuing service on the Arts & Culture board; and

**WHEREAS,** Mary Jo Kahley-Wolf has approached the Board with interest in serving.

**NOW, THEREFORE, BE IT RESOLVED** that the Amherst Town Board re-appoints Deborah Doucette and Sharon Rich to terms to conclude December 31, 2023; and

**BE IT FURTHER RESOLVED** that the Amherst Town Board appoints Mary Jo Kahley-Wolf to a term to end December 31, 2023.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

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**3. Resolution 2022-80**

**Authorization Fees to be Charged for the 2022 Golf Season**

**BE IT RESOLVED** that the Amherst Town Board authorize the golf fees, listed on the attached document, to be charged for the 2022 Golf Season.

**1/18/2022**

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

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Jacqueline Berger, Deputy Supervisor |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

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**4. Resolution 2022-81**

**Fire Inspector Vehicle Customization**

**WHEREAS,** in addition to the standard fire safety duties, the Amherst Fire Safety Division also responds to various types of emergency related incidents on roadways and at night; and

**WHEREAS,** to increase protection for the Amherst Fire Inspectors and to provide a high level of safety, the proper equipment is necessary for the Fire Inspectors; and

**WHEREAS**, a stock vehicle that is customized to the Town's specifications is fiscally responsible, and provides flexibility for usage for the Fire Inspectors.

**NOW, THEREFORE, BE IT RESOLVED** that the Amherst Town Board approves the purchase of the essential equipment from Avoidable Alarm Fund T-2999.4002.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

**C. COUNCILMEMBER BUCKI:**

**1. Resolution 2022-82**

**Employee Extended Sick Leave with Pay Committee  
Appointment/Reappointment**

**WHEREAS**, Resolution 2017-56, dated January 3, 2017 created the Employee Extended Sick Leave with Pay Committee to process and review applications from all employees for extended sick leave with pay and to make recommendations therefore to the Town Board, which shall retain discretion to grant or deny said requests; and

**WHEREAS**, the Town Board hereby formally re-establishes this Committee; and

**WHEREAS**, this Committee established a program to create a sick leave bank to make available extra leave time for exempt employees who have encountered an accident and/or suffered a serious illness that has exhausted their sick time, personal leave and vacation credits; and

**WHEREAS**, this Committee shall consist of seven (7) members as follows: the Town Attorney, the Human Resource Director, two (2) department heads appointed by the Town Board, to serve two (2) year terms; two (2) residents to be appointed by the Town Board who shall serve two (2) year terms; and, one (1) full time employee to be appointed by the Town Board who shall serve a two (2) year term; and

**WHEREAS**, Gladys Diji has served on this committee and has expressed interest to continue to serving, as her term finished December 31, 2021; and

**WHEREAS**, the Committee has asked Melissa Abel, Executive Director of the Amherst Senior Center, to represent the Amherst Senior Center and she accepted.

**NOW, THEREFORE, BE IT RESOLVED** that the Amherst Town Board does hereby appoint the following individuals to said committee, as follows: Stanley Sliwa as Town Attorney; Robert McCarthy as the Human Resource Director; Melissa Abel as the Amherst Senior Center Director; Daryl Bramer in his role as Town Comptroller; Stephen Matisz in his role as Department Head for Central Alarm; Gladys Diji, R.N.; and Councilmember Deborah Bruch

Bucki, RN, PhD. as Town Board appointee, all for terms to end on December 31, 2023.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

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**2. Resolution 2022-83**

**Historic Preservation Commission Appointments**

**WHEREAS**, at its meeting on January 11, 2022, the Town of Amherst Historic Preservation Commission unanimously recommended that Norman J. Hirschey be reappointed to serve as a member of the Town of Amherst Historic Preservation Commission; and

**WHEREAS**, they also unanimously recommended that Joseph Buscaglia, who has also served as a Commission member, continue as a Resource Person for the group.

**NOW, THEREFORE, BE IT RESOLVED** that the Amherst Town Board reappoints Norman J. Hirschey, who is a Licensed Professional Engineer, as a member of the Town of Amherst Historic Preservation Commission for a term ending on December 31, 2025; and

**BE IT FURTHER RESOLVED** that the Amherst Town Board appoints Joseph Buscaglia as a Resource Person for the Town of Amherst Historic Preservation Commission, for a term ending on December 31, 2025.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

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**D. COUNCILMEMBER LAVIN:**

**1. Resolution 2022-84**

**Information Technology Advisory Board Re-Appointment**

**WHEREAS**, the purpose of the Information Technology Advisory Committee is to assist the Town Board in the development and implementation of information Technology policy; and

**WHEREAS**, the Information Technology Advisory Committee meets quarterly or when the Amherst Town Board requests; and

**WHEREAS**, the Information Technology Advisory Committee maximum membership is eight (8); and

**WHEREAS**, Michael Kistner has expressed interest in continuing to serve on the Information Technology Advisory Committee.

**NOW, THEREFORE, BE IT RESOLVED** that Michael Kistner be re-appointed to the Information Technology Advisory Committee for a term to conclude on December 31, 2025.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

**E. COUNCILMEMBER SZUKALA:**

**1. Resolution 2022-85**

**Lowering the Speed Limit on N. Forest Road Between Dodge Road and Millersport Highway**

**WHEREAS** North Forest Road (CR 294) between Dodge Road and Millersport Highway is a two-lane County Highway with a current posted speed limit of 45 mph; and

**WHEREAS** the Town of Amherst received a resident request to review the safety and speeds of North Forest Road north of Millersport Highway; and

**WHEREAS** the Town of Amherst Traffic Safety Committee conducted a review of safety and speeds of N. Forest Road which included a speed study between Dodge Road to Millersport Highway; and

**WHEREAS** the traffic count indicated an average daily traffic volume of 1,589 vehicles with an 85<sup>th</sup> percentile speed of 43 mph and 41 mph in the northbound and southbound directions, respectively; and

**WHEREAS** the Traffic Safety Committee is recommending that the posted speed limit on North Forest Road between Dodge Road and Millersport Highway be lowered from 45 mph to 35 mph, which is consistent with the other sections of N. Forest Road; and

**WHEREAS** at the Town's request, Erie County completed a traffic engineering investigation that was in agreement with the speed limit reduction as described in a December 7, 2021 response letter; and

**WHEREAS** the Town Board has the authority to change the speed limit pursuant to NY Vehicle and Traffic Law Section 1662 (a); and

**THEREFORE BE IT RESOLVED** that it is hereby ordered that the posted speed limit on that portion of North Forest Road between Dodge Road to Millersport Highway be lowered from 45 mph to 35 mph and that the Highway Superintendent's Inventory of Traffic Control Devices be amended to reflect such change; and

**THEREFORE BE IT FURTHER RESOLVED** that the Highway Superintendent submit an Erie County Sign permit for the installation and maintenance of the new signage; and

**THEREFORE BE IT FURTHER RESOLVED** that the Town's Highway Department install the speed limit signage in accordance to the Manual of Uniform Traffic Control Devices following the issuance of an Erie County sign permit; and

**THEREFORE BE IT FURTHER RESOLVED** that a certified copy of this resolution be provided to Erie County Department of Public Works upon approval.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

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## 2. Resolution 2022-86

### **Establishing a School Speed Zone at Dodge Road Elementary School**

**WHEREAS**, the Town has a written correspondence from the Williamsville School District supporting a school speed zone along the roadways adjacent to Dodge Elementary School; and

**WHEREAS**, Dodge Elementary School has frontage along the County highways of Dodge Road and North French Road; and

**WHEREAS**, the Town of Amherst obtained assistance from Erie County Department of Public Works to determine that the criteria for establishing a school speed zone is met; and

**WHEREAS**, the Town of Amherst Traffic Safety Board is recommending a school speed zone be established that:

- is along North French Road and Dodge Road in front of Dodge Road Elementary School
- establishes a school zone at its maximum allowable length
- reduces the speed from 35 mph to 25 mph

- is effective only on school days and between the hours of 7:00 AM and 6:00 PM; and

**WHEREAS,** the Town of Amherst may establish school speed zones by Town Board resolution and execution of a County permit; and

**THEREFORE BE IT RESOLVED,** the Amherst Town Board establishes a 25 mph school speed zone on Dodge Road and North French Road in front of Dodge Elementary School starting at a distance of 300 feet from its property lines, but not exceeding a length of 1,320 feet on each highway; and

**THEREFORE BE IT FURTHER RESOLVED,** the school speed zone shall be effective only on school days between the hours of 7:00 AM and 6:00 PM; and

**THEREFORE, BE IT FURTHER RESOLVED,** that the Town's Highway Department obtain the necessary permits from Erie County and install the school speed zone signage in accordance to the Manual of Uniform Traffic Control Devices.

**1/18/2022**

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

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Michael Szukala, Councilmember       |
| <b>SECONDER:</b> | Jacqueline Berger, Deputy Supervisor |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

## **XII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS**

### **A. TOWN ATTORNEY:**

#### **1. Resolution 2022-87**

### **Police Maintenance Garage and Town Court Building Roof Restoration (Bond - \$232,000)**

#### **AGENDA ITEM : JANUARY 18<sup>TH</sup>, 2022**

**TO:** Town Board

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

**DATE:** January 12, 2022

**RE:** 2022-2027 C.I.P. - Project PO-2  
Police Maintenance Garage and Town Court Building Roof  
Restoration - TOA Job No. 2018.026A  
Bond Resolution - \$232,000.00



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

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

(2) Adopt the attached bond resolution authorizing the issuance of \$232,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb

Attachment

c: Tim Koller, Deputy Town Clerk  
(w/attachment, **Agenda Item - January 18, 2022**)  
Daryl C. Bramer, Comptroller (w/attachment)  
Lynda Juul, Director of Finance (w/attachment)  
Dale Ulatowski, AICP, Assistant Planning Director/ZEO (w/attachment)  
Dan Howard, Director of Planning (w/attachment)  
Jeffrey S. Burroughs, PE, Town Engineer (w/attachment)  
Brian J. Armstrong, EIT, Assistant Municipal Engineer (w/attachment)

### **1/18/2022**

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

|                  |                                             |
|------------------|---------------------------------------------|
| <b>RESULT:</b>   | <b>ROLL CALL VOTE (ADOPTED) [UNANIMOUS]</b> |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor                  |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember          |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala        |

## **2. Resolution 2022-88**

### **Town of Amherst Streetlight Acquisition and Upgrades (Bond Resolution - \$26.5M)**

#### **AGENDA ITEM : JANUARY 18<sup>TH</sup>, 2022**

**TO: Town Board**

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

**DATE: January 12, 2022**

**RE: Town of Amherst Streetlight Acquisition and Upgrades  
2022-2027 C.I.P. - Project No. H-15  
TOA Job No. 2016.054  
Bond Resolution - \$26,500,000**

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on February 7th, 2022 at 7:00 p.m.

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

Thank you.

SJS:nmb  
Attachment

c: Tim Koller, Deputy Town Clerk  
(w/attachment, **Agenda Item - January 18, 2022**)  
Daryl C. Bramer, Comptroller (w/attachment)  
Lynda Juul, Director of Finance (w/attachment)  
Dale Ulatowski, AICP, Assistant Planning Director/ZEO (w/attachment)  
Dan Howard, Director of Planning (w/attachment)  
Jeffrey S. Burroughs, PE, Town Engineer (w/attachment)  
Christopher P. Schregel, Project Manager (w/attachment)

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

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### 3. Resolution 2022-89

#### **Town of Amherst Streetlight Acquisition and Upgrades (Bond Resolution - \$4.5M)**

#### **AGENDA ITEM : JANUARY 18<sup>TH</sup>, 2022**

**TO: Town Board**

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

**DATE: January 12, 2022**

**RE: Town of Amherst Streetlight Acquisition and Upgrades  
2022-2027 C.I.P. - Project No. H-15  
TOA Job No. 2016.054  
Bond Resolution - \$4,500,000**

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

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

(2) Adopt the attached bond resolution authorizing the issuance of \$4,500,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb

Attachment

c: Tim Koller, Deputy Town Clerk  
(w/attachment, **Agenda Item - January 18, 2022**)  
Daryl C. Bramer, Comptroller (w/attachment)  
Lynda Juul, Director of Finance (w/attachment)  
Dale Ulatowski, AICP, Assistant Planning Director/ZEO (w/attachment)  
Dan Howard, Director of Planning (w/attachment)  
Jeffrey S. Burroughs, PE, Town Engineer (w/attachment)  
Christopher P. Schregel, Project Manager (w/attachment)

#### **1/18/2022**

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

|                  |                                             |
|------------------|---------------------------------------------|
| <b>RESULT:</b>   | <b>ROLL CALL VOTE (ADOPTED) [UNANIMOUS]</b> |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor                  |
| <b>SECONDER:</b> | Jacqueline Berger, Deputy Supervisor        |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala        |

#### **4. Resolution 2022-90**

### **Appointment of Town Prosecutors**

**AGENDA ITEM : JANUARY 18<sup>TH</sup>, 2022**

**TO: Town Board**

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

**DATE: January 12, 2022**

**RE: Appointment of Town Prosecutors**

At its meeting held on January 3, 2022, the Town Board considered and approved a resolution that, among other things, appointed Samuel A. Alba, Esq. as Sr. Deputy Town Attorney and Ann Demopoulos, Esq. as Deputy Town Attorney. Both individuals should also have been appointed as Town Prosecutors as a part of the same resolution.

Therefore, kindly adopt a resolution (1) appointing Samuel A. Alba, Esq. as Sr. Deputy Town Attorney/Town Prosecutor; and (2) appointing Ann Demopoulos, Esq. as Deputy Town Attorney/Town Prosecutor.

Thank you.

SJS:nmb

c: Tim Koller, Deputy Town Clerk (**Agenda Item : January 18, 2022**)

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

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**5. Resolution 2022-91**

**Webster Szanyi LLP - Retainer Agreement (CVA Litigation - Coverage Issues) CRS# 3064**

**AGENDA ITEM - JANUARY 18<sup>TH</sup>, 2022**

**TO: Town Board**

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

**DATE: January 12, 2022**

**SUBJECT: Retainer Agreement Relative Specific To Coverage Issues  
(CVA Litigation)  
Webster Szanyi, LLP (CRS #3064)**

On October 18<sup>th</sup>, 2021, by Town Board Resolution 2021-916, the Town Board approved the selection of Webster Szanyi, LLP to defend the Town in the matter of LG 70 DOE v. Town of Amherst, Mathewson McCarthy Baseball and Babe Ruth League Baseball (Erie County Index Number 810847/2021). Due to the complexity of the lawsuit being defended and the legal issues involved with the defense of this matter, the Town Attorney also requested that the selected firm provide a second Retainer Agreement specific to coverage issues (insurance).

Therefore, kindly adopt the following resolution with respect to this matter:

**RESOLVED**, the Town Board hereby authorizes the Town Supervisor to execute a second Retainer Agreement with Webster Szanyi LLP specific to coverage issues involved in the LG 70 DOE litigation matter at the following rates:

\$265.00 per hour for partners;  
\$225.00 per hour for senior associates;  
\$205.00 per hour for associates; and  
\$115.00 per hour for paralegals

**BE IT FURTHER RESOLVED**, that this Retainer Agreement shall remain in effect until the ultimate conclusion of the LG 70 DOE matter.

SJS:nmb

c: Tim Koller, Deputy Town Clerk (**Agenda Item : January 18, 2022**)

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

**6. Resolution 2022-92**

**Jury Verdict of 12.30.2021 - Opioid Settlement**

**AGENDA ITEM : JANUARY 18<sup>TH</sup>, 2022**

**TO: Town Board**

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

(For Jeffrey E. Marion, Esq., Special Counsel)

**DATE:** January 12, 2022

**RE: Favorable Jury Verdict Announced On December 30, 2021 In  
New York Trial Against Pharmaceutical Companies Holding  
Them Responsible For Creating A Public Nuisance In New York State**

Kindly adopt a resolution authorizing the Supervisor to execute any and all documents associated with the jury verdict and settlement announced on December 30, 2021 regarding the above matter.

Amounts and timing of receipt of amounts are unknown at this time; however, Napoli Shkolnik PLLC, the Town's trial counsel in this matter, has advised that documents related to the settlement will need to be signed by the end of January.

A press release relative to the jury verdict has been attached for the Town Board's review.

Thank you.

SJS:JEM:nmb

Attachment

c: Tim Koller, Deputy Town Clerk (**Agenda Item - January 18, 2022**)

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

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## 7. Resolution 2022-93

### **Aspen Heights Student Housing Project - Required Easements (CRS#S 3121-3123)**

**AGENDA ITEM : JANUARY 18<sup>TH</sup>, 2022**

**TO:** Town Board

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

**DATE:** January 12, 2022

**RE: Aspen Heights - Student Housing Project  
Non-Exclusive Permanent Drainage Easement (CRS #3121)  
Non-Exclusive Emergency Access Easement (CRS #3122)  
Non-Exclusive Parking Easement (CRS #3123)**

Kindly adopt a resolution authorizing the Supervisor to execute the attached agreements as follows: (1) pending final approval by the Town Attorney's Office; and (2) pending successful completion of the Contract Routing System.

Thank you.

SJS:nmb

Attachments

c: Tim Koller, Deputy Town Clerk  
(w/attachments, **Agenda Item - January 18, 2022**)  
Sean W. Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC  
(Via E-Mail - [shopkins@hsmlegal.com](mailto:shopkins@hsmlegal.com), w/o attachments)

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

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**8. Resolution 2022-94**

**Agreement with Buffalo Homecare Inc. - Test to Stay Testing Site  
(CRS# 3124)**

**AGENDA ITEM : JANUARY 18<sup>TH</sup>, 2022**

**TO: Town Board**

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

**DATE: January 12, 2022**

**RE: Agreement With Buffalo Homecare Inc. (CRS# 3124)  
Test To Stay Testing Site  
(Williamsville Central School District)**

Kindly adopt a resolution authorizing the Supervisor to execute an agreement with Buffalo Homecare Inc. to utilize a Town-owned facility provide Test To Stay testing services

for the Williamsville Central School District: (1) pending review and approval by counsel or other individual so designated by the Williamsville Central School District; (2) pending final review and approval by counsel or other individual so designated by Buffalo Homecare Inc.; (3) pending final review and approval by the Town Attorney; and (4) pending successful completion of the Contract Routing System.

SJS:nmb

c: Tim Koller, Deputy Town Clerk (**Agenda Item - January 18, 2022**)

**1/18/2022**

A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion to amend was made by Deputy Supervisor Berger, seconded by Councilmember Szukala and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED AS AMENDED [UNANIMOUS]</b> |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor            |
| <b>SECONDER:</b> | Jacqueline Berger, Deputy Supervisor  |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala  |

**B. TOWN CLERK:**

**C. ASSESSOR:**

**D. BUILDING/BUILDING MAINTENANCE:**

**1. Resolution 2022-95**

**Treatment for Bee/Wasp/Hornet CRS #3090**

Please authorize the Supervisor to sign contract between Town of Amherst and Amherst Exterminators (Formerly Good Riddance Pest Control, LLC) 300 International Drive, Suite 100 Williamsville, NY 14221.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |



**2. Resolution 2022-96****2Nd Ammendment to Lisc Zombie 2.0 Grant CRS #2661**

This Grant is being extended and funded through April of 2022. Please authorize the Supervisor to sign the contract between the Town of Amherst and LISC. Subject to successful completion of the CRS routing process.

**1/18/2022**

A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Bucki. A motion to amend was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED AS AMENDED [UNANIMOUS]</b> |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor            |
| <b>SECONDER:</b> | Jacqueline Berger, Deputy Supervisor  |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala  |

**E. CENTRAL ALARM:****F. COMPTROLLER:****1. Resolution 2022-97****Travel Request to the 2022 Annual NYGFOA Conference**

Please approve a travel request to the 2022 New York Government Finance Officers Association (NYGFOA) Annual Conference from April 6, 2022 thru April 8, 2022 for Daryl Bramer, CPA (Comptroller) and Jennifer Brock, CPA (Chief Accountant) for a total estimated cost not to exceed \$1,923.87.

Conference training provides core functional areas of governmental financial management and Continuing Professional Education (CPE) credits.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

**2. Resolution 2022-98****Budget Transfers and Amendments****For January 18, 2022 Town Board Agenda**

To: Town Board  
From: Office of Town Comptroller  
Date: 1/12/2022  
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:**

A5132.1000 HWY Garage - Personal Services \$16,355.00      A5132.4110 Contractual \$17,606.16  
A5132.8030 HWY Garage - FICA \$1,251.16  
*To transfer funds from payroll to cover payment to the estate for deceased employee.*

**BUDGET AMENDMENTS - 2022****INCREASE:****INCREASE:**

B8559.03089 NYS DEC Tree Inventory Grant \$75,000      B8559.4110 Contractual \$75,000  
*To set up budget for NYS DEC Tree inventory grant pending Town Board approval of CRS#3113.*  
N2123.02785 CDBG & VG- PI \$170.00      N2123.4000 Contractual \$170.00  
*To recognize Community Development program income from 169 Hillcrest Dr., Cheektowaga.*

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

**G. CONTRACT COMPLIANCE:****H. COURT:****I. ECONOMIC DEVELOPMENT:****1. Resolution 2022-99****Grant Disbursement Agreement, Gateway Park - CRS #3117**

Authorize the Supervisor to sign the Grant Disbursement Agreement between the Town of Amherst and the Dormitory Authority of the State of New York (DASNY) for the construction Amherst Gateway Park, CRS #3117.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

**2. Resolution 2022-100****Grant Contract with NYS DEC, Tree Inventory Phase II - CRS 3113**

Authorize the Supervisor to sign the Grant Contract between the Town of Amherst and the NYS Department of Environmental Conservation (NYS DEC) for the Town of Amherst Phase II Tree Inventory & Community Forestry Management Plan, CRS 3113.

**1/18/2022**

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

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Jacqueline Berger, Deputy Supervisor |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

**3. Resolution 2022-101****Local Government Records Management Funding - CRS 3100**

Authorize the Supervisor to accepting funding from the NYS Education Department, Local Government Records Management, CRS 3100.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

**J. EMERGENCY SERVICES:**

**K. ENGINEERING:**

**1. Resolution 2022-102**

### **2022 - 2027 Capital Improvement Program Amendment CIP Project No. H-15: Purchase of Streetlight Assets and Conversion to LED**

The Engineering Department is recommending amendment of the 2022-2027 CIP for the above referenced project in the amounts shown in the table below. This amendment will allocate adequate funding to the Town's Street Lighting acquisition and upgrade project.

| <b>CIP No.</b> | <b>Project Description</b>                           | <b>2022 Bond Allocations</b>        | <b>Amend To</b>                     |
|----------------|------------------------------------------------------|-------------------------------------|-------------------------------------|
| H-15           | Purchase of streetlight assets and conversion to LED | \$ 8,100,000 LA \$<br>18,900,000 LF | \$ 4,500,000 LA \$<br>26,500,000 LF |
|                | <b>Total</b>                                         | <b>\$ 27,000,000</b>                | <b>\$ 31,000,000</b>                |

*LA: General Fund Bond; LF: Lighting District Bond*

Please approve this amendment to the 2022-2027 CIP and reassign the funding as identified above. Please note that these costs are not included in the 2022 CIP total. The project is designed to decrease the tax burden to both the General Street Lighting and the Street Lighting District by offsetting netting reduced utility payments (resulting from billing conversion to NG-SC-3 & NYSEG-SC-4) against annual debt service and maintenance payments for the facilities. Funding for future bond payments will come from expenditure savings in the "A" and "E" funds.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

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**2. Resolution 2022-103****Omnia Partners Contract 16154-RFP Extension – Industrial Supplies  
Applied Industrial CRS No. 3128**

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Applied Industrial Technologies, Inc. The terms and conditions within the Omnia Partners Contract 16154-RFP will remain the same. This extension will run from January 01, 2022 through December 31, 2026.

Funds for this request are listed Town-wide and various.

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

Thank you for considering this request.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

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**3. Resolution 2022-104****Award of Bid – Hunting Valley Construction, Inc. Utility Repair and  
Construction Work Town of Amherst Job No. 2022.005**

On December 16, 2021, three (3) bids were received for the above referenced project. Upon review of the bids and as per the attached bid tabulation and bid evaluation section projected cost estimate, we recommend and request that Hunting Valley Construction Inc. be awarded the attached unit cost bid items; Items 1-30. The above contract shall be effective from February 1, 2022 through January 31, 2024.

This is a Town-wide contract, so funding is available for this contract from “various” accounts in amounts to be determined.

May we have your approval to award the above contract and also authorization of the Town Supervisor to execute the contract associated with the bid award?

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

**L. FINANCE:**

**1. Resolution 2022-105**

**Authorize Travel to NY Government Finance Officers Association Annual Conference**

Please approve travel for Lynda L. Juul, Director of Finance, to attend the 2022 NYS Government Finance Officers Association (GFOA) annual conference in Albany, New York, April 6, 2022 thru April 8, 2022, at a total estimated cost not to exceed \$1,150.00. This training is not available locally. Funds are available in the Director of Finance's 2022 budget.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

**M. HIGHWAY**

**1. Resolution 2022-106**

**CONTRACT EXTENSION BID #2019038 - Dump Box, Sander, Plow Parts and Custom Metal Fab - CRS - Below**

WHEREAS, BID # 2019038, Highway Department, Dump Box, Plow Parts and Custom

Metal Fabrication allows the contract to be extended for a period of twenty-four (24) months at the same terms and conditions; and

WHEREAS, the Highway Department is requesting approval for the extension of the contract under Resolution 2019-1302 from 12/13/2021 to 12/12/2023; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Highway Department to extend as follows the contracts with Valley Fab & Equipment, Inc. (CRS#1753/3114) and Viking Cives, Inc. (CRS#1755/3115), and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the extension for the two (2) vendors subject to the Contract Routing System and the approval of the Town Attorney.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

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**N. HUMAN RESOURCES:**

**1. Resolution 2022-107**

**Extended Sick Leave of Absence Without Pay/Highway Department**

Please authorize an Extended Sick Leave of Absence Without Pay to Joseph Simonick, Laborer at the Highway Department. Effective December 28, 2021 through March 31, 2022.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

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**2. Resolution 2022-108**

**ClerkTypist/Human Resources**

Please appoint a Clerk Typist to the Human Resources Department, Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective January 19, 2022, at an annual salary of \$51,480, Grade 7, Step I of the exempt salary schedule for Kathleen Talty.

This is for an employee currently serving as a messenger.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

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### 3. Resolution 2022-109

#### **Clerk Typist/Youth & Recreation**

Please appoint a Clerk Typist to the Youth & Recreation Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective January 19, 2022 at an annual salary of \$28,488, Grade 2, Step A for Donna Cicero.

Contingent upon completing all pre-employment requirements.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

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### **O. INFORMATION TECHNOLOGY:**

### **P. PLANNING:**

#### **1. Resolution 2022-110**

#### **Adoption of Local Law to Amend the Zoning Map (10060-10090 Transit Road, Z-2019-06)**



RESOLVED, that on December 20, 2021 pursuant to 6NYCRR Part 617 State Environmental Quality Review (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR have been completed and this Board issued 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 June 24, 2021 that the proposed Center 2.5 District (CTR-2.5), Multifamily Residential District Five (MFR-5) and Residential District Three (R-3) zoning at 10060 & 10090 Transit Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

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

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

1. An agricultural data statement be provided with any application for development as required by Erie County Department of Environment and Planning (ECDEP).
2. That the subject area be removed from Agricultural District 17 - Amherst prior to submittal of any application for site development as required by ECDEP.
3. As required by New York State Department of Transportation (NYSDOT) a revised Traffic Impact Study (TIS) be provided with any application for development.
4. That the Petitioner address concerns of the New York State Department of Transportation (NYSDOT) during future development review.

### **1/18/2022**

A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved 4-1 (nay, Bucki). A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via Roll Call 4-1 (nay, Bucki).

|                  |                                          |
|------------------|------------------------------------------|
| <b>RESULT:</b>   | <b>ROLL CALL VOTE (ADOPTED) [4 TO 1]</b> |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor               |
| <b>SECONDER:</b> | Jacqueline Berger, Deputy Supervisor     |
| <b>AYES:</b>     | Kulpa, Berger, Lavin, Szukala            |
| <b>NAYS:</b>     | Bucki                                    |

## **2. Resolution 2022-111**

### **Adoption of Local Law to Amend the Zoning Map (1789 Dodge Road, Z-2020-15)**

**DRAFT RESOLUTION**

January 18, 2022

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 does not concur with the findings of the Planning Board as stated in their resolution of September 23, 2021 that the proposed Single Family Residential District Three (R-3) zoning at 1789 Dodge Road is generally inconsistent with the policies of the adopted Bicentennial Comprehensive Plan, and is not compatible with the present zoning and conforming use of nearby property and with the character of the neighborhood, and be it further

RESOLVED, that the Town Board does find that the proposed Residential District Three (R-3) zoning at 1789 Dodge Road is consistent with the adopted Bicentennial Comprehensive Plan because the proposal provides single-family residential density within the target range (2-4 units/acre) as established by Section 3.3.1 of the Bicentennial Comprehensive Plan for single family residential uses and further depicted by Figure 6 of the Plan and is consistent in character with the other single-family subdivisions in the vicinity, which is predominantly single family homes, and be it further

RESOLVED, that the Town Board does find that the proposal is consistent with the adopted Bicentennial Comprehensive Plan because the proposal will incorporate design changes that reflect a mutually beneficial transition between the R-3 zoning to the surrounding S-A zoning by utilizing perimeter open spaces, a 75-foot natural buffer / no build area along the Dodge Road frontage, and be it further

RESOLVED, that in accordance with Chapter 203, Section 8-3-6 of the Town Code (Zoning), the Town Board adopts Local Law (# ) to amend the Town Zoning map from Suburban Agriculture (SA) to Residential District Three (R-3) subject to the following conditions:

1. That future development of the site shall be limited to single family detached residential uses with a maximum yield of fifteen (15) homes.
2. That any future development of a principal or accessory structure or uses in the 2.7 acres of Permanent Open Space shall be prohibited. The only proposed development of the portion of the Permanent Open Space is limited to required stormwater management system improvements and utility infrastructure.
3. That a protective covenant/conservation easement shall be placed on all proposed open space and confirm total acreage to be under the control of a home owners association.
4. That the final plat design shall include a right-of-way access to a potential future Youngs Road extension.
5. That the landscaping and screening to be provided in the Permanent Open Space along the Dodge Road frontage of the project site shall require the approval of the Planning Board at the Preliminary Plat Application stage of the subdivision review process.

**1/18/2022**

A motion to withdraw was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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|                |                  |
|----------------|------------------|
| <b>RESULT:</b> | <b>WITHDRAWN</b> |
|----------------|------------------|

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**3. Resolution 2022-112****To Authorize the Town Supervisor to Extend the Contract with Marissa Colucci & Sara Svisco for Graphic Design Work on the Recovery Plan Contract #3120**

**WHEREAS,** Marissa Colucci & Sara Svisco and the Town had a contract dated July 26, 2021 to use Planning Department funds to complete graphic design work on the Recovery Plan, and

**WHEREAS,** the current contract agreed to on July 26, 2021 authorized use of funds totaling \$7,200 to be expended by December 31, 2021, and

**WHEREAS,** work under this contract remains to be completed,

**NOW THEREFORE, BE IT RESOLVED,** that the Town Board of the Town of Amherst hereby authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to extend the Graphic Design agreement with Colucci and Svisco until February 28, 2022.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

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**Q. POLICE:****1. Resolution 2022-113****Travel Request Distributech International 2022****TOWN BOARD AGENDA ITEM: JANUARY 18, 2022**

**TO:** Town Board

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

**RE: Travel Request  
Distributech International 2022**

Kindly adopt a resolution authorizing One (1) Police Officer to attend the 2022 Distributech International Conference in Dallas, Texas. Tentative travel dates are January 25, 2022 thru January 27, 2022. All travel costs will be provided by Viridi Parente.

Thank you.

SPC:msl

C: Tim Koller, Deputy Town Clerk (**Agenda Item: January 18, 2022**)

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

**R. SENIOR SERVICES:**

**1. Resolution 2022-114**

**Request to Spend \$5,000 in Trust & Agency Funds - Account #T2100**

We respectfully request approval to spend up to a total of \$5,000 in Trust and Agency Funds, Account #T2100. These funds were donated to the Senior Center to be used for volunteer and program supplies, flowers, cards for members who are ill, decorations, caregiver support materials, special events, etc., to benefit the Senior Center.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

**S. YOUTH AND RECREATION:****1. Resolution 2022-115****Youth Leadership Development Program CRS #3092**

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and the Amherst Youth Foundation, Inc. for the operation of a Youth Development Service Project for 2022.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

**2. Resolution 2022-116****2022 Youth Agreement - CRS #3085**

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the Erie County Department of Social Services for funding of a Youth Leadership Development Program in 2022.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

**3. Resolution 2022-117****Service Agreement CRS #2501**

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Enersys for a ice resurfacer battery service agreement for 2022.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

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**4. Resolution 2022-118****Asbestos Abatement and Remediation - Clearfield CRS# 3111**

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Regional Environmental Demolition, Inc. for asbestos abatement and remediation of the lifeguard room at the Clearfield Community Center.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

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**5. Resolution 2022-119****CIP Amendment - YR 11A**

Amend the 2022-2027 approved CIP to move the Northtown Center Floor & Mechanical System Replacement (YR-11A) from 2024 to 2022, due to deteriorating conditions.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

**XIII. UNFINISHED BUSINESS****1. Resolution 2021-153****Amend the Audubon Development Plan and the Zoning Map to  
Reclassify 2160 & 2170 North Forest Road from NCD-SA to NCD-ND****DRAFT RESOLUTION**

(2/22/21)

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

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

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

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

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

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

**2/22/2021**

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

Sean Hopkins, Esq. presented.

The following speakers addressed the Town Board:

Joseph Hausbeck, 2180 N. Forest Rd. - Spoke in opposition; does not fit the concept of the neighborhood; submitted a letter listing various concerns

Fran Cummings, 2200 N. Forest Rd. - Voiced her concerns; property floods; traffic

Karen Macris, 2230 N. Forest Rd. - Asked questions; concern of dorm-like apartments; dumpster location and noise

There were no further speakers from the public, therefore Supervisor Kulpa moved to

adjourn the public hearing to March 8th. The motion was seconded by Councilmember Szukala and unanimously approved 5-0. The public hearing was adjourned at 8:17 PM.

**3/8/2021**

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

**4/5/2021**

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

Sean Hopkins, Esq. presented updated plans.

The following speakers addressed the Town Board:

Fran Cummings, 2200 N. Forest Rd. - Concerned about it being student housing, lighting spillover, flooding and traffic

Joseph Hausbeck, 2180 N. Forest Rd. - Concerned about excavation of the site and the project being too large

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

**4/19/2021**

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

**5/03/2021**

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

Sean Hopkins, Esq. presented updated plans.

The following speaker addressed the Town Board:

Fran Cummings, 2200 N. Forest Rd. - Voiced her continued concerns regarding flooding, student housing in their senior citizen community

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

**1/18/2022**

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

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



|                  |                                      |                                |
|------------------|--------------------------------------|--------------------------------|
| <b>RESULT:</b>   | <b>PUBLIC HEARING [UNANIMOUS]</b>    | <b>Next: 2/28/2022 7:00 PM</b> |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |                                |
| <b>SECONDER:</b> | Jacqueline Berger, Deputy Supervisor |                                |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |                                |

## XIV. COMMUNICATIONS

### 1. Communication 2022-3

#### **Resident Concerns Regarding Rezoning of 1789 Dodge Road**

The Communication below was sent to the Amherst Town Board:

To our esteemed elected representatives:

Our neighborhood is opposed to the rezoning of 1789 Dodge Road for many reasons, but especially because of the volume of traffic we have and because of our country like rural setting we have so enjoyed for many years. 90% of the residents between Casey Road and North French Road have signed a petition stating their opposition to this project which would create 15 homes on 4.1 acres of land.

This section of Dodge Road is an older neighborhood in the area and has many multi-generational families who have lived here and supported the town for decades. Many of the houses were built in the 1950's. My parents had the house at [REDACTED] Dodge Road built almost 65 years ago. They chose this area because of the quiet, peaceful like rural setting with plenty of room to grow their family. There was a lot of land, wildlife, not many people and not a lot of traffic. They raised 7 kids in this house and my dad even worked for the Amherst Highway Dept. When I was growing up there was a neighbor down the road who raised chickens and my parents would have us walk down and buy eggs from him. My brothers and sisters and I would also walk down to Dodge Elementary School to play on the playground. We knew all of our neighbors and helped each other out. It was a family-like community.

In those 65 years I have seen a lot of growth. There is now a plaza at Dodge & Hopkins and a Professional building where there used to be a historical one room school house and woods. We also now have a middle school and a high school including athletic fields. Our section of Dodge Road connects them to Dodge Elementary School, which creates a tremendous amount of traffic especially when school is in session. When school is dismissed the traffic is backed up in all directions. We have neighbors who can't get out of their driveways. In the past year alone we have had 2 neighbors whose cars were totaled trying to get out of their driveway. Luckily, nobody was seriously hurt! Not to mention the fact that there are students walking on the road to get to school. With all of this traffic it is a very dangerous situation since there are no sidewalks. We need to consider all of these concerns for the safety of our residents and the children before someone gets killed. With an additional subdivision at 1789 Dodge Road, along with new subdivisions on New Road and Heim Road, it will create much more traffic - not just cars, but people traffic also. It is already a dangerous situation.

The proposal for the rezoning of 1789 Dodge Road states that the density of the project is 2.23 homes per acre. This is NOT consistent with our neighborhood since our densities are less than one because we all own an acre of land or more with only one home on it. The proposal also states the subdivision conforms to the nearby properties and the character of the neighborhood (which it does not!) and will not result in the overcrowding of land (which

it will!). It states it will be aesthetically harmonious with nearby areas and structures. How is this true when our properties are an acre or more of land and have only one home on them? It does not fit here! It will definitely detract from our rural character. If we wanted to live on top of our neighbors we would have moved to Buffalo! There is currently a farm in our neighborhood who has a stand by the road and sells their fruits and vegetables. This is the country like setting many of us have grown up here with and we want to keep it that way! With so much more traffic we will be putting our lives in jeopardy to walk down the road and purchase our fresh produce.

We propose 4 houses all with Dodge Road frontage and no public roadway. This would be consistent with our neighborhood. It would conform and be harmonious with the nearby areas and structures and it WILL fit the character of our neighborhood.

We, the residents of Dodge Road, ask for your support in denying this proposal. We ask that you support us just as our families have supported the town for decades! Thank you!  
Sandy Mack

**1/18/2022**

Referred to Planning.

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>REFERRED [UNANIMOUS]</b>          |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

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## 2. Communication 2022-4

### Vote No to the Comprehensive Plan

The Communication below was sent to the Amherst Town Board:

After reading the article in the Sunday paper with regards to the project being considered in the Town of Amherst off of Ridge Lea Road, I feel the need to speak out.

I am very familiar with the area as my parents lived on Meyer Road and I still have ties to the neighborhood.

The developer, Benderson Development Co., who also owns Delta Sonic, has proposed a large 108,000sq ft. Soap blending/warehouse directly behind town residents on Meyer Road. This will literally be in their backyards. It will also affect the surrounding area in many ways especially traffic concerns.

The residents were only informed of this proposed project because it requires the comprehensive plan to be amended to R&D Industrial. This would change the quality of life for the area and residents.

This is a small hamlet in the town. It combines residential and a mixed use of space; the Mel ott baseball fields; Sweet Home Middle School; shopping and office buildings. It is not an industrial area.

As members of the town board I hope you are all well aware of the area that will be

affected. Your duties and loyalty are to the residents of the town. If you allow this to pass you will change the quality of life for taxpayer/residents in the affected area forever.

Amherst has always had a reputation for being an upscale great place to live and work. It is not always about the money proposed by the project. If this was being proposed in your back yard I'm sure you would vote NO.

Patty Giza

**1/18/2022**

Referred to Planning.

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>REFERRED [UNANIMOUS]</b>          |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

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### 3. Communication 2022-5

#### Communication from Resident

The attached communication was received from Joel Finton.

**1/18/2022**

Received & Filed.

|                  |                                         |
|------------------|-----------------------------------------|
| <b>RESULT:</b>   | <b>RECEIVED &amp; FILED [UNANIMOUS]</b> |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor              |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember      |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala    |

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### 4. Communication 2022-6

#### Communication - Volunteer Resignation

The attached communication was received from Chris Drongosky.  
Term expired: 12/31/21.

**1/18/2022**

Received & Filed.

|                  |                                         |
|------------------|-----------------------------------------|
| <b>RESULT:</b>   | <b>RECEIVED &amp; FILED [UNANIMOUS]</b> |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor              |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember      |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala    |

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## 5. Communication 2022-7

### **Summons and Complaint: Jill Bingenheimer & Daniel Bingenheimer Vs. Town of Amherst Et Al.**

**1/18/2022**

Referred to Town Attorney.

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>REFERRED [UNANIMOUS]</b>          |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

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## 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 9:38 PM.

The following speaker addressed the Town Board:

Don Smith, N. Long St. - more ways for public to share information during zoom meetings

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 9:42 PM.

## XVII. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Councilmember Bucki and unanimously approved 5-0. The Town Board meeting of January 18, 2022 was adjourned at 9:43 PM.


**Amherst Town Board**

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Town Clerk  
 Initiated by: **Timothy Koller**  
 Co-Sponsored by:

DOC ID: 25257

**RESOLUTION 2022-74**
**HEARING CLOSED**

## The Second of Two Public Hearings Required by the U.S. Department of Housing and Urban Development for the FY 2022 Community Development Action Plan

The second Public Hearing for the FY2022 Community Development Action Plan.

**1/18/2022**

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 7:06 PM.

Laurie Stillwell, Director of Community Development, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:11 PM.

**FINANCIAL IMPACT:**

Adoption of the proposed resolution involves no monetary consideration and will have no impact on the Town Budget or tax rate.

|                |                       |
|----------------|-----------------------|
| <b>RESULT:</b> | <b>HEARING CLOSED</b> |
|----------------|-----------------------|



# **Amherst Town Board**

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Town Attorney  
 Initiated by: **Stanley J. Sliwa**  
 Co-Sponsored by:

DOC ID: 25290

## **RESOLUTION 2022-75**

**ADOPTED**

# **Fire Protection District Contracts - VOW/TOA (CRS#S 3049-3054/3055-3061)**

## **AGENDA ITEM : JANUARY 18th, 2022**

**TO: Town Board**

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

**DATE: January 12, 2022**

**RE: 2022 Fire Protection District Contracts:**

- \*Fire Protection District No. 1 - Autumn Harvest (CRS# 3049)**
- \*Fire Protection District No. 2 - Lamm Post (CRS#3050)**
- \*Fire Protection District No. 3 - Lehn Springs (CRS#3051)**
- \*Fire Protection District No. 4 - Mill Street (CRS#3052)**
- \*Fire Protection District No. 15 - Park Club (CRS#3053)**
- \*Fire Protection District No. 16 - Williamsville-Sheridan (CRS#3054)**
- \*\*\*\*\***
- Fire Protection District No. 9 - Ellicott Creek Volunteer Fire Company, (CRS#3056)**
- \*Fire Protection District No. 11 - Getzville Fire Company, Inc. (CRS#3057)**
- \*Fire Protection District No. 14 - Main-Transit Fire Department, Inc. (CRS#3058)**
- \*Fire Protection District No. 10 - North Amherst Fire (CRS#3059)**
- \*Fire Protection District No. 18 - North Bailey Fire Company, Inc. (CRS#3060)**
- \*Fire Protection District No. 13 - East Amherst Fire (CRS#3055)**
- \*Fire Protection District No. 12 - Swormville Fire Dept., Inc. (CRS#3061)**

A Public Hearing is scheduled for January 18, 2022 at 7:00 p.m. to approve the above-referenced Fire Protection Contracts for the 2022 calendar year.

After the Public Hearing has been deemed closed, kindly pass a resolution authorizing the Supervisor to execute each contract referenced above and attached hereto.

Please note that our office is aware that there will need to be modifications made to

some of the signature blocks on these contracts; however, our office has not yet been provided with an updated Fire Chief/President list and will do so once we have received the updated information.

Thank you.

SJS:nmb

Attachments

c: Tim Koller, Deputy Town Clerk  
(w/attachments, **Agenda Item - January 18, 2022**)

### **1/18/2022**

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 7:12 PM.

Stan Sliwa, Town Attorney, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Szukala and unanimously approved 5-0. The public hearing was closed at 7:14 PM.

### **FINANCIAL IMPACT:**

As outlined in 2022 FPDBudget included as attachment.

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

**TOWN OF AMHERST  
CONTRACT FOR FIRE AND EMERGENCY SERVICES  
DISTRICT NO. 1 (2022)  
AUTUMN HARVEST FIRE PROTECTION DISTRICT  
WITH THE VILLAGE OF WILLIAMSVILLE**

THIS AGREEMENT, made this \_\_\_\_ day of January, 2022 and between the Town Board of the Town of Amherst, acting on behalf of Autumn Harvest Fire Protection District No.1, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

**WITNESSETH**

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Autumn Harvest Fire Protection District No.1, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21<sup>st</sup> day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and



WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel and apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2022 and including the 31st day of December, 2022. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue services as aforesaid, the Town of Amherst shall pay to the Party of the

Second Part the sum of Fifty-One Thousand Seven Hundred Forty-Four Dollars and Seventeen Cents (\$51,744.17).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than \$2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2022 for the 2022 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: \_\_\_\_\_  
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: \_\_\_\_\_  
Deb Rogers, Mayor

HUTCHINSON HOSE COMPANY INC.

By: \_\_\_\_\_  
Joseph P. Frese, President



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Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

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Notary Public

**TOWN OF AMHERST  
CONTRACT FOR FIRE AND EMERGENCY SERVICES**

**DISTRICT NO. 2 (2022)  
LAMM POST FIRE PROTECTION DISTRICT**

**WITH THE VILLAGE OF WILLIAMSVILLE**

THIS AGREEMENT, made this \_\_\_\_ day of January, 2022 and between the Town Board of the Town of Amherst, acting on behalf of Lamm Post Fire Protection District No.2, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

**WITNESSETH**

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Lamm Post Fire Protection District No.2, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21<sup>st</sup> day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and



WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2022 and including the 31st day of December, 2022. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Nineteen Cents (\$0.19).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than \$2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2022 for the 2022 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or

returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: \_\_\_\_\_  
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: \_\_\_\_\_  
Deb Rogers, Mayor

HUTCHINSON HOSE COMPANY INC.

By: \_\_\_\_\_  
Joseph P. Frese, President

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Deb Rogers, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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Notary Public

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

8

**TOWN OF AMHERST  
CONTRACT FOR FIRE AND EMERGENCY SERVICES**

**DISTRICT NO. 3 (2022)  
LEHN SPRINGS FIRE PROTECTION DISTRICT**

**WITH THE VILLAGE OF WILLIAMSVILLE**

THIS AGREEMENT, made this \_\_\_\_ day of January, 2022 and between the Town Board of the Town of Amherst, acting on behalf of Lehn Springs Fire Protection District No. 3, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

**WITNESSETH**

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Lehn Springs Fire Protection District No.3, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21<sup>st</sup> day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and



WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2022 and including the 31st day of December, 2022. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue services as aforesaid, the Town of Amherst shall pay to the Party of the

Second Part the sum of Ten Thousand Two Hundred Seventy-One Dollars and Forty Cents (\$10,271.40).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than \$2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2022 for the 2022 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: \_\_\_\_\_  
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: \_\_\_\_\_  
Deb Rogers, Mayor

HUTCHINSON HOSE COMPANY INC.

By: \_\_\_\_\_  
Joseph P. Frese, President

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Deb Rogers known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

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Notary Public

---

Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

---

Notary Public

**TOWN OF AMHERST  
CONTRACT FOR FIRE AND EMERGENCY SERVICES**

**DISTRICT NO. 4 (2022)  
MILL STREET FIRE PROTECTION DISTRICT**

**WITH THE VILLAGE OF WILLIAMSVILLE**

THIS AGREEMENT, made this \_\_\_\_ day of January, 2022 and between the Town Board of the Town of Amherst, acting on behalf of Mill Street Fire Protection District No.4, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

**WITNESSETH**

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Mill Street Fire Protection District No.4, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21<sup>st</sup> day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and



WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2022 and including the 31st day of December, 2022. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue service as aforesaid, the Town of Amherst shall pay to the Party of the

Second Part the sum of Nine Thousand Six Hundred Forty-Eight Dollars and Forty-Eight Cents (\$9,648.48).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than \$2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2022 for the 2022 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: \_\_\_\_\_  
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: \_\_\_\_\_  
Deb Rogers, Mayor

HUTCHINSON HOSE COMPANY INC.

By: \_\_\_\_\_  
Joseph P. Frese, President

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Deb Rogers, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

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Notary Public

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Notary Public

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**TOWN OF AMHERST  
CONTRACT FOR FIRE AND EMERGENCY SERVICES**

**DISTRICT NO. 15 (2022)  
PARK CLUB FIRE PROTECTION DISTRICT**

**WITH THE VILLAGE OF WILLIAMSVILLE**

THIS AGREEMENT, made this \_\_\_\_ day of January, 2022 and between the Town Board of the Town of Amherst, acting on behalf of Park Club Fire Protection District No.15, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

**WITNESSETH**

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Park Club Fire Protection District No.15, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21<sup>st</sup> day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and



WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2022 and including the 31st day of December, 2022. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue service as aforesaid, the Town of Amherst shall pay to the Party of the

Second Part the sum of Forty Thousand One Hundred Forty-Four Dollars and Three Cents (\$40,144.03).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than \$2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2022 for the 2022 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: \_\_\_\_\_  
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: \_\_\_\_\_  
Deb Rogers, Mayor

HUTCHINSON HOSE COMPANY INC.

By: \_\_\_\_\_  
Joseph P. Frese, President

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Deb Rogers, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

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Notary Public

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Joseph P. Frese, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

7

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

8

**TOWN OF AMHERST  
CONTRACT FOR FIRE AND EMERGENCY SERVICES  
DISTRICT NO. 16 (2022)  
WILLIAMSVILLE-SHERIDAN FIRE PROTECTION DISTRICT  
WITH THE VILLAGE OF WILLIAMSVILLE**

THIS AGREEMENT, made this \_\_\_\_ day of January, 2022 and between the Town Board of the Town of Amherst, acting on behalf of Williamsville-Sheridan Fire Protection District No.16, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

**WITNESSETH**

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Williamsville Sheridan Fire Protection District No.16, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21<sup>st</sup> day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and



WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection, with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2022 and including the 31st day of December, 2022. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Two Hundred Sixty-Two Thousand Two Hundred Forty-One Dollars and Seventy Cents (\$262,241.70).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than \$2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2022 for the 2022 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or

returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: \_\_\_\_\_  
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: \_\_\_\_\_  
Deb Rogers, Mayor

HUTCHINSON HOSE COMPANY INC.

By: \_\_\_\_\_  
Joseph P. Frese, President



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Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/25/2021

7.2.g

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).

|                                                                                                     |  |                                                                                                                                                                                 |  |
|-----------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>The Evans Agency, LLC<br>6460 Main Street<br>Suite 200<br>Williamsville NY 14221 |  | <b>CONTACT NAME:</b> Christopher Ross<br><b>PHONE (A/C, No, Ext):</b> (716) 549-3500<br><b>E-MAIL ADDRESS:</b> cross@evansagencyins.com<br><b>FAX (A/C, No):</b> (716) 926-8690 |  |
|                                                                                                     |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                                            |  |
|                                                                                                     |  | <b>INSURER A:</b> New York Municipal Ins. Reciprocal                                                                                                                            |  |
|                                                                                                     |  | <b>INSURER B:</b>                                                                                                                                                               |  |
|                                                                                                     |  | <b>INSURER C:</b>                                                                                                                                                               |  |
|                                                                                                     |  | <b>INSURER D:</b>                                                                                                                                                               |  |
|                                                                                                     |  | <b>INSURER E:</b>                                                                                                                                                               |  |
|                                                                                                     |  | <b>INSURER F:</b>                                                                                                                                                               |  |

**COVERAGES** **CERTIFICATE NUMBER:** 21-22 Master **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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         |          | MPLVWVL001    | 06/01/2021              | 06/01/2022              | EACH OCCURRENCE \$ 1,000,000                                         |
|          | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000                                                                                                                                                                                                                                                                    |           |          |               |                         |                         |                                                                      |
|          | MED EXP (Any one person) \$ 5,000                                                                                                                                                                                                                                                                                      |           |          |               |                         |                         |                                                                      |
|          | PERSONAL & ADV INJURY \$ 1,000,000                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         |                                                                      |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br>OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                          |           |          | MCAVWVL001    | 06/01/2021              | 06/01/2022              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                     |
|          | BODILY INJURY (Per person) \$                                                                                                                                                                                                                                                                                          |           |          |               |                         |                         |                                                                      |
|          | BODILY INJURY (Per accident) \$                                                                                                                                                                                                                                                                                        |           |          |               |                         |                         |                                                                      |
|          | PROPERTY DAMAGE (Per accident) \$                                                                                                                                                                                                                                                                                      |           |          |               |                         |                         |                                                                      |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 1,000                                                                          |           |          | MECVWVL001    | 06/01/2021              | 06/01/2022              | EACH OCCURRENCE \$ 10,000,000                                        |
|          | AGGREGATE \$ 20,000,000                                                                                                                                                                                                                                                                                                |           |          |               |                         |                         |                                                                      |
|          |                                                                                                                                                                                                                                                                                                                        |           |          |               |                         |                         |                                                                      |
|          |                                                                                                                                                                                                                                                                                                                        |           |          |               |                         |                         |                                                                      |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y / N <input type="checkbox"/> N / A                                                                                  |           |          |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
|          | 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)

The certificate holder is included as an additional insured on the General Liability, as required per written and executed contract.

|                                                                                            |                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br>Town of Amherst<br>5583 Main Street<br>Williamsville NY 14221 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br><i>Jan K. Williams</i> |
|--------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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Additional Named Insureds

Other Named Insureds

Hutchinson Hose Company

Additional Named Insured

Williamsville Fire Dept

Additional Named Insured

Attachment: COIVOW2021.2022 (RES-2022-75 : Fire Protection District Contracts - VOW/TOA (CRS#S 3049-3054/3055-3061))

**TOWN OF AMHERST  
CONTRACT FOR FIRE PROTECTION**

**DISTRICT NO. 13 (2022)  
EAST AMHERST FIRE DEPARTMENT, INC.**

THIS AGREEMENT, made this \_\_\_\_ day of January, 2022, by and between the Town Board of the Town of Amherst, acting on behalf of the East Amherst Fire Protection District No. 13, Party of the First Part, and the East Amherst Fire Department, Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

**W I T N E S S E T H**

WHEREAS, the Town Board of the Town of Amherst did heretobefore establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the East Amherst Fire Department, Inc., Fire Protection District No.13, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 29<sup>th</sup> day of December, 1958, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the East Amherst Fire Department, Inc., and the East Amherst Emergency Rescue and First Aid Squad, as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency rescue and first aid services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer, doctor or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the so-called "Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firemen of the company of Emergency Rescue and First Aid

Squad duly constituted pursuant to the provision of Section 209-B of the General Municipal Law shall proceed diligently in every way reasonably suggested to the extinguishment of the fire and/or the saving of lives and property.

SECOND: The Party of the Second Part shall further provide general ambulance service subject to such laws and regulations as shall be prescribed by the Party of the Second Part or its Emergency Rescue and First Aid Squad and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency rescue and first aid apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection, with the necessary volunteer firemen to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2022 and including the 31st day of December, 2022. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency rescue and first aid service as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Seven Hundred Thirty-Six Thousand Eight Hundred Twenty-Six Dollars and Ninety-Four Cents (\$736,826.94).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency rescue and first aid squad equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than \$2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer fireman or member of an emergency rescue and first aid of a fire patrol sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1<sup>st</sup> day of March, 2022 for the 2022 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or

returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firemen as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: \_\_\_\_\_  
Brian J. Kulpa, Supervisor

EAST AMHERST FIRE DEPARTMENT, INC.

BY: \_\_\_\_\_  
Ken Rusin, President

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

---

Notary Public

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

7





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **7.2.i**  
05/26/2021

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).

|                                                                                                            |  |                                                                                                                                                                                                |  |
|------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Emerling, Floss, Murphy & Associates, LLC.<br>9092 Main Street<br><br>Clarence NY 14031 |  | <b>CONTACT NAME:</b> Barbara Schubring<br><b>PHONE (A/C, No, Ext):</b> (716) 631-0190<br><b>FAX (A/C, No):</b> (716) 631-0198<br><b>E-MAIL ADDRESS:</b> Bschubring@emsinsurance.com            |  |
| <b>INSURED</b><br>East Amherst Fire Department, Inc<br>9100 Transit Road<br><br>East Amherst NY 14051      |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> National Union Fire Ins. Co<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|                                                                                                            |  | <b>NAIC #</b><br>19445                                                                                                                                                                         |  |

**COVERAGES** **CERTIFICATE NUMBER:** CL2152607975 **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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         |          | VFNU-TR-0011595 | 06/01/2021              | 06/01/2022              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 10,000,000<br>PRODUCTS - COMP/OP AGG \$ 10,000,000 |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                |           |          | VFNU-CM-0011596 | 06/01/2021              | 06/01/2022              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                    |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                             |           |          | VFNU-TR-0011595 | 06/01/2021              | 06/01/2022              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 10,000,000                                                                                                                                                                                      |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y / N <input type="checkbox"/> N / A                                                                           |           | N / A    |                 |                         |                         | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                               |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Amherst is listed as additional insured.

## CERTIFICATE HOLDER

|                                                                   |
|-------------------------------------------------------------------|
| Town of Amherst<br>5583 Main Street<br><br>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

*Joseph M. Floss*

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**TOWN OF AMHERST  
CONTRACT FOR FIRE PROTECTION AND EMERGENCY SERVICES**

**DISTRICT NO. 9 (2022)  
ELLICOTT CREEK VOLUNTEER FIRE CO., INC.**

THIS AGREEMENT, made this \_\_\_\_ day of January, 2022, by and between the Town Board of the Town of Amherst, acting on behalf of the Ellicott Creek Fire Protection District No. 9, Party of the First Part, and the Ellicott Creek Volunteer Fire Co., Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

**W I T N E S S E T H**

WHEREAS, the Town Board of the Town of Amherst did heretobefore establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Ellicott Creek Volunteer Fire Co., Inc., Fire Protection District No. 9, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 30<sup>th</sup> day of July, 1956, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the Ellicott Creek Volunteer Fire Co., Inc., and the Ellicott Creek Emergency Rescue and First Aid Squad, as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of Ellicott Creek Volunteer Fire Co., Inc., duly

constituted pursuant to the provision of Section 209-B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2022 and including the 31st day of December, 2022. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Six Hundred Eighty-Four Thousand Four Hundred Thirty-Two Dollars and Ninety-Four Cents (\$684,432.94).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than \$2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of a current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1<sup>st</sup> day of March, 2022 for the 2022 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or

returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: \_\_\_\_\_  
Brian J. Kulpa, Supervisor

ELLCOTT CREEK VOLUNTEER FIRE COMPANY, INC.

BY: \_\_\_\_\_  
Brian Wildrick, President

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Brian Wildrick, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

---

Notary Public





ELLI-C1

7.2.k

DATE (MM/DD/YYYY)

04/07/2021

## 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).

|                                                                                                                                        |  |                                                                                                                                                                                         |  |
|----------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>716-634-1212<br>Moses Insurance Group<br>WWW.MOSESINSURANCE.COM<br>5475 Main Street<br>Williamsville, NY 14221-6790 |  | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b> 716-634-1212<br><b>FAX (A/C, No):</b> 716-634-1230<br><b>E-MAIL ADDRESS:</b>                                                       |  |
| <b>INSURED</b><br>Ellicott Creek Vol. Fire Co.<br>45 South Ellicott Creek Rd<br>Amherst, NY 14228                                      |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Glatfelter Ins Group<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |

## 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        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | X         |          | VFNU-TR-0008863-01 | 04/12/2021              | 04/12/2022              | EACH OCCURRENCE \$ 1,000,<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,<br>MED EXP (Any one person) \$ 5,<br>PERSONAL & ADV INJURY \$ 1,000,<br>GENERAL AGGREGATE \$ 10,000,<br>PRODUCTS - COMP/OP AGG \$ 10,000,<br>\$ |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                  |           |          | VFNU-TR-0008863-01 | 04/12/2021              | 04/12/2022              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                   |
| A        | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10000                                                                         |           |          | VFNU-TR-0008863-01 | 04/12/2021              | 04/12/2022              | EACH OCCURRENCE \$ 2,000,<br>AGGREGATE \$<br>\$                                                                                                                                                                                |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                               |           | N / A    |                    |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                               |
| A        |                                                                                                                                                                                                                                                                                                     |           |          | VFNU-TR-0008863-01 | 04/12/2021              | 04/12/2022              | Real Prop \$ 3,451,                                                                                                                                                                                                            |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is Included as additional insured per written and executed contract per general liability form VGL101.

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                   |                                                                                                                                                                                                                           |
|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Town of Amherst</b><br>5583 Main St<br>Williamsville, NY 14221 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><i>Robert A. Moses</i> |
|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**TOWN OF AMHERST  
CONTRACT FOR FIRE PROTECTION AND EMERGENCY SERVICES**

**DISTRICT NO. 11 (2022)  
GETZVILLE FIRE COMPANY, INC.**

THIS AGREEMENT, made this \_\_\_\_ day of January, 2022, by and between the Town Board of the Town of Amherst, acting on behalf of the Getzville Fire Protection District No.11, Party of the First Part, and the Getzville Fire Company, Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

**WITNESSETH**

WHEREAS, the Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Getzville Fire Company, Inc., Fire Protection District No.11, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 29<sup>th</sup> day of December, 1958, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the Getzville Fire Company, Inc., as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Getzville Fire Company, Inc. duly constituted

pursuant to law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2022 and including the 31st day of December, 2022. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of One Million Two Hundred Fifty-Eight Thousand Dollars (\$1,258,000.00).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than \$2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of a current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1<sup>st</sup> day of March, 2022 for the 2022 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or

returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: \_\_\_\_\_  
Brian J. Kulpa, Supervisor

GETZVILLE FIRE COMPANY, INC.

BY: \_\_\_\_\_  
David Stier, President

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared David Stier known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

---

Notary Public

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

7



Client#: 1706559

GETZVIR

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/30/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                        |                                                                                                                                                                                                           |  |
|------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br><b>USI Insurance Services, LLC</b><br>726 Exchange St. Ste 618<br>Buffalo, NY 14210<br>716 314-2000 | <b>CONTACT NAME:</b> Janet Steggles<br><b>PHONE (A/C, No, Ext):</b> 716 314-2035<br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> janet.steggles@usi.com                                                |  |
|                                                                                                                        | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> National Union Fire Ins Pittsburgh, PA<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
| <b>INSURED</b><br><b>Getzville Fire Company Inc</b><br>PO Box 111<br>630 Dodge Road<br>Getzville, NY 14068             | <b>NAIC #</b><br>19445                                                                                                                                                                                    |  |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                           | ADDL INSR | SUBR WVD | POLICY NUMBER                  | POLICY EFF (MM/DD/YYYY)  | POLICY EXP (MM/DD/YYYY)  | LIMITS                                                                                                                                                                                                                                       |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------------------|--------------------------|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | X         |          | VFNUTR0008400                  | 04/01/2021               | 04/01/2022               | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$10,000,000<br>PRODUCTS - COMP/OP AGG \$10,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY                                                                                       | X         |          | VFNUTR0008400                  | 04/01/2021               | 04/01/2022               | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                               |
| A        | <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                      |           |          | VFNUTR0008400                  | 04/01/2021               | 04/01/2022               | EACH OCCURRENCE \$9,000,000<br>AGGREGATE \$18,000,000<br>\$                                                                                                                                                                                  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                               |           | N/A      |                                |                          |                          | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                             |
| A        | <b>Business Property</b><br><b>Auto Phys Damage</b>                                                                                                                                                                                                                                                         |           |          | VFNUTR0008400<br>VFNUTR0008400 | 04/01/2021<br>04/01/2021 | 04/01/2022<br>04/01/2022 | See Below<br>See Below                                                                                                                                                                                                                       |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Operations usual to the Named Insured.

Additional Insured coverage shown above and marked with an X apply only when such coverage is required by written contract and executed prior to a loss subject to the following policy endorsements:

## GENERAL LIABILITY:

VGL 1010 (01-20) Emergency Service Organization General Liability Coverage Form  
(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                            |                                                                                                                                                                                                                                                                                         |
|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Town of Amherst</b><br>5583 Main Street<br>Williamsville, NY 14221-0000 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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**DESCRIPTIONS (Continued from Page 1)****AUTOMOBILE LIABILITY:**

AUNY25 (01-20) Auto Liability Extension Endorsement Emergency Service Organizations NY

**AUTOMOBILE PHYSICAL DAMAGE:**

Comprehensive Deductible \$250

Collision Deductible \$250

Agreed Value Vehicle Replacement

**PROPERTY:**

Location 1, 630 Dodge Rd, Getzville, NY Building Limit \$5,314,840 Business Personal Property Limit \$865,280

Replacement Cost, Special Form \$500 Deductible

CPR101 (08/14) Loss Payment

Attachment: COIGetz (RES-2022-75 : Fire Protection District Contracts - VOW/TOA (CRS#S 3049-3054/3055-3061))

**TOWN OF AMHERST  
CONTRACT FOR FIRE PROTECTION**

**DISTRICT NO. 14 (2022)  
MAIN-TRANSIT FIRE DEPARTMENT, INC.**

THIS AGREEMENT, made this \_\_\_\_ day of January, 2022, by and between the Town Board of the Town of Amherst, acting on behalf of the Main-Transit Fire Protection District No.14, Party of the First Part, and the Main-Transit Fire Department, Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

**W I T N E S S E T H**

WHEREAS, the Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Main-Transit Fire Department, Inc., Fire Protection District No.14, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 29<sup>th</sup> day of December, 1958, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the Main-Transit Fire Department, Inc., as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of Main-Transit Fire Department, Inc. duly constituted pursuant to the provision of Section 209-B of the General Municipal Law

shall proceed diligently in every way reasonably suggested to the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services, with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2022 and including the 31st day of December, 2022. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Eight Hundred Eighty-Four Thousand Forty-Two Dollars and Fifty-Nine Cents (\$884,042.59) per year.

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency rescue and first aid squad equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than \$2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of a current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1<sup>st</sup> day of March, 2022 of the 2022 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighter as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: \_\_\_\_\_  
Brian J. Kulpa, Supervisor

MAIN-TRANSIT FIRE DEPARTMENT, INC.

BY: \_\_\_\_\_  
Scott Saxer, President

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

---

Notary Public



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

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **7.2.0**  
06/14/2021

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).

|                                                                                                        |  |                                                                                                                                                                                                |  |
|--------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Emerling, Floss, Murphy & Associates, LLC.<br>9092 Main Street<br>Clarence NY 14031 |  | <b>CONTACT NAME:</b> Barbara Schubring<br><b>PHONE (A/C, No, Ext):</b> (716) 631-0190<br><b>E-MAIL ADDRESS:</b> Bschubring@emsinsurance.com<br><b>FAX (A/C, No):</b> (716) 631-0198            |  |
|                                                                                                        |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> National Union Fire Ins. Co<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
| <b>INSURED</b><br>Main-Transit Fire Department, Inc.<br>6777 Main Street<br>Williamsville NY 14221     |  | <b>NAIC #</b><br>19445                                                                                                                                                                         |  |

**COVERAGES** **CERTIFICATE NUMBER:** CL2161408140 **REVISION NUMBER:**

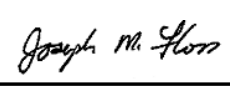
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | VFNU-TR-0012635 | 04/20/2021              | 04/20/2022              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 10,000,000<br>PRODUCTS - COMP/OP AGG \$ 10,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                |           |          | VFNU-TR-0012635 | 04/20/2021              | 04/20/2022              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                     |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                         |           |          | VFNU-TR-0012635 | 04/20/2021              | 04/20/2022              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 10,000,000                                                                                                                                                                                       |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                               | Y / N     | N / A    |                 |                         |                         | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                                |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

|                                                           |                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Town of Amherst<br>5583 Main St<br>Williamsville NY 14221 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|-----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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**TOWN OF AMHERST  
CONTRACT FOR FIRE PROTECTION**

**DISTRICT NO. 10 (2022)  
NORTH AMHERST FIRE COMPANY, INC.**

THIS AGREEMENT, made this \_\_\_\_ day of January, 2022, by and between the Town Board of the Town of Amherst, acting on behalf of the North Amherst Fire Protection District No.10, Party of the First Part, and the North Amherst Fire Company, Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

**W I T N E S S E T H**

WHEREAS, the Town Board of the Town of Amherst did heretobefore establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the North Amherst Fire Company, Inc., Fire Protection District No.10, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 29<sup>th</sup> day of December, 1958, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the North Amherst Fire Company, Inc., as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency rescue and first aid services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer, or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the North Amherst Fire Company, Inc. duly constituted pursuant to the provision of Section 209-B of the General Municipal Law

shall proceed diligently in every way reasonably suggested to the extinguishment of the fire and/or the saving of lives and property.

SECOND: The Party of the Second Part shall further provide general ambulance service subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency rescue and first aid apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection, with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2022 and including the 31st day of December, 2022. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency rescue and first aid service as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of One Hundred Thirty-Seven Thousand Four Hundred Twenty-Nine Dollars and Five Cents (\$137,429.05).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency rescue and first aid squad equipment insured against liability arising out

of ownership, maintenance or use thereof in amounts of each accident of not less than \$2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1<sup>st</sup> day of March, 2022 for the 2022 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: \_\_\_\_\_  
Brian J. Kulpa, Supervisor

NORTH AMHERST FIRE COMPANY, INC.

BY: \_\_\_\_\_  
Joel Smith, President

STATE OF NEW YORK                    )  
COUNTY OF ERIE                        )ss:  
VILLAGE OF WILLIAMSVILLE         )

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Joel Smith, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public



On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

7



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/05/2021

7.2.q

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).

|                                                                                                     |  |                                                                                                                                                                                 |  |
|-----------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>The Evans Agency, LLC<br>6460 Main Street<br>Suite 200<br>Williamsville NY 14221 |  | <b>CONTACT NAME:</b> Christopher Ross<br><b>PHONE (A/C, No, Ext):</b> (716) 549-3500<br><b>E-MAIL ADDRESS:</b> cross@evansagencyins.com<br><b>FAX (A/C, No):</b> (716) 926-8690 |  |
|                                                                                                     |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                                            |  |
|                                                                                                     |  | <b>INSURER A:</b> Utica National Ins. of Ohio                                                                                                                                   |  |
|                                                                                                     |  | <b>INSURER B:</b>                                                                                                                                                               |  |
|                                                                                                     |  | <b>INSURER C:</b>                                                                                                                                                               |  |
|                                                                                                     |  | <b>INSURER D:</b>                                                                                                                                                               |  |
|                                                                                                     |  | <b>INSURER E:</b>                                                                                                                                                               |  |
|                                                                                                     |  | <b>INSURER F:</b>                                                                                                                                                               |  |

**COVERAGES** **CERTIFICATE NUMBER:** 21-22 Master **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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | CPP1319228    | 03/01/2021              | 03/01/2022              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 10,000,000<br>PRODUCTS - COMP/OP AGG \$ 10,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                     |           |          | 5123126       | 03/01/2021              | 03/01/2022              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Additional PIP \$ 100,000                                                       |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                         |           |          | CULP1319229   | 03/01/2021              | 03/01/2022              | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000                                                                                                                                                                                       |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                          | Y / N     | N / A    |               |                         |                         | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                               |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is included as an additional insured on the General Liability, as required per written and executed contract.

|                                                                                        |                                                                                                                                                                                                                               |
|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br>Town of Amherst<br>5583 Main St<br>Williamsville NY 14221 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><b>AUTHORIZED REPRESENTATIVE</b><br> |
|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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Additional Named Insureds

Other Named Insureds

North Amherst Ladies Auxiliary

North Amherst Volunteer Exempt Firemen's Assoc.

Attachment: COINorthAmherst (RES-2022-75 : Fire Protection District Contracts - VOW/TOA (CRS#S 3049-3054/3055-3061))

**TOWN OF AMHERST  
CONTRACT FOR FIRE PROTECTION AND EMERGENCY SERVICES**

**DISTRICT NO. 18 (2022)  
NORTH BAILEY FIRE CO., INC.**

THIS AGREEMENT, made this \_\_\_\_ day of January, 2022, by and between the Town Board of the Town of Amherst, acting on behalf of the North Bailey Fire Protection District No.18, Party of the First Part, and the North Bailey Fire Co., Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

**W I T N E S S E T H**

WHEREAS, the Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the North Bailey Fire Company, Inc., Fire Protection District No.18, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 29<sup>th</sup> day of December, 1958, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the North Bailey Fire Company, Inc., as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of North Bailey Fire Company, Inc. duly constituted pursuant to the provision of Section 209-B of the General Municipal Law shall

proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2022 and including the 31st day of December, 2022. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Two Hundred Seventy-Seven Thousand Six Hundred Five Dollars and Eight Cents (\$277,605.08).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than \$2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of a current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1<sup>st</sup> day of March, 2022 for the 2022 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: \_\_\_\_\_  
Brian J. Kulpa, Supervisor

NORTH BAILEY FIRE COMPANY, INC.

BY: \_\_\_\_\_  
William Richter, President



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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

---

Notary Public



NORT-B1

7.2.s

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/26/2021

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  
Moses Insurance Group  
WWW.MOSESINSURANCE.COM  
5475 Main Street  
Williamsville, NY 14221-6790

716-634-1212

CONTACT

NAME:

PHONE (A/C, No, Ext): 716-634-1212

FAX (A/C, No): 716-634-1230

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Glatfelter Ins Group

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
North Bailey Fire Co Inc  
966 Sweet Home Rd  
Amherst, NY 14226

## 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        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                               |           |          |                        |                         |                         |                                                                      |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                 | X         |          | VFNU-TR-0011500-01/000 | 06/01/2021              | 06/01/2022              | EACH OCCURRENCE \$ 1,000,000                                         |
|          |                                                                                                |           |          |                        |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000               |
|          |                                                                                                |           |          |                        |                         |                         | MED EXP (Any one person) \$ 10,000                                   |
|          |                                                                                                |           |          |                        |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                                   |
|          |                                                                                                |           |          |                        |                         |                         | GENERAL AGGREGATE \$ 10,000,000                                      |
|          |                                                                                                |           |          |                        |                         |                         | PRODUCTS - COMP/OP AGG \$ 10,000,000                                 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                             |           |          |                        |                         |                         |                                                                      |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |                        |                         |                         |                                                                      |
|          | OTHER:                                                                                         |           |          |                        |                         |                         |                                                                      |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY                                       |           |          |                        |                         |                         |                                                                      |
|          | <input checked="" type="checkbox"/> ANY AUTO                                                   |           |          | VFNU-CM-0011501-01/000 | 06/01/2021              | 06/01/2022              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                     |
|          | <input type="checkbox"/> OWNED AUTOS ONLY                                                      |           |          |                        |                         |                         | BODILY INJURY (Per person) \$                                        |
|          | <input type="checkbox"/> HIRED AUTOS ONLY                                                      |           |          |                        |                         |                         | BODILY INJURY (Per accident) \$                                      |
|          |                                                                                                |           |          |                        |                         |                         | PROPERTY DAMAGE (Per accident) \$                                    |
|          |                                                                                                |           |          |                        |                         |                         |                                                                      |
| A        | <input type="checkbox"/> UMBRELLA LIAB                                                         |           |          |                        |                         |                         |                                                                      |
|          | <input checked="" type="checkbox"/> EXCESS LIAB                                                |           |          | VFNU-TR-0011500-01/000 | 06/01/2021              | 06/01/2022              | EACH OCCURRENCE \$ 2,000,000                                         |
|          | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000           |           |          |                        |                         |                         | AGGREGATE \$                                                         |
|          |                                                                                                |           |          |                        |                         |                         |                                                                      |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                  |           |          |                        |                         |                         |                                                                      |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                    | Y/N       | N/A      |                        |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                         |           |          |                        |                         |                         | 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)

certificate holder is included as additional insured per written and executed contract per general liability form VGL101.

## CERTIFICATE HOLDER

## CANCELLATION

TOWN OF AMHERST  
5583 MAIN ST  
WILLIAMSVILLE, NY 14221

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

AUTHORIZED REPRESENTATIVE

## EMERGENCY SERVICE ORGANIZATION GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this coverage part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under **SECTION II. WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V. DEFINITIONS.**

### SECTION I. COVERAGES

#### Coverage A. Bodily Injury and Property Damage Liability

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in **SECTION III. LIMITS OF INSURANCE**; and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B or C** or medical expenses under **COVERAGE D.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C.**
- b. This insurance applies to "bodily injury" and "property damage" only if:
  - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no officer, director, commissioner or trustee, and no volunteer or "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew or had reason to know that the "bodily injury" or "property damage" had occurred, in whole or in part. If any such persons knew or had reason to know, prior to the policy period, that the "bodily injury" or "property damage" occurred in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known to have occurred prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed in paragraph b.(3) above, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed in paragraph b.(3) above:
  - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions Applicable to Coverage A

This insurance does not apply to:

### a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to expected or intended "bodily injury" or "property damage" resulting from reasonable actions taken to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law, or any similar law.

### d. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of employment by the insured, or performing duties related to the conduct of the insured's business; or
- (2) Any volunteer, if you provide or are required to provide any benefits for such volunteer under any workers' compensation law, disability benefits law, or any similar law; or
- (3) The spouse, child, parent, brother or sister of that employee or "volunteer" as a consequence of paragraph (1) or (2) above.

This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

e. **Pollution**

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water. This exclusion does not apply to:

- (1) "Emergency operations" conducted away from premises owned by or rented to you or any fire department, hazardous materials unit, first aid squad, ambulance squad or rescue squad qualifying as an insured under this coverage part; or
- (2) "Training operations"; or
- (3) Water runoff from the cleaning of equipment used in "emergency operations"; or
- (4) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building; or
- (5) "Bodily injury" or "property damage" caused by heat, smoke or fumes from a "hostile fire":
  - (a) At or from premises you own, rent or occupy; or
  - (b) At or from any site or "location" in connection with operations described in (1), (2) or (3) above.

f. **Asbestos**

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials, or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them. This exclusion does not apply to:

- (1) "Bodily injury" or "property damage" arising from; or
- (2) The costs of abatement, removal or disposal of:  
asbestos released as a result of "emergency operations" or "training operations" away from premises which are either owned by, rented to, or occupied by any insured.

g. **Lead, Electromagnetic Radiation, Nuclear**

- (1) Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
  - (a) The toxic properties of lead, or any material or substance containing lead; or
  - (b) Electromagnetic radiation;  
or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.
- (2) Any loss, cost or expense arising out of any actual, alleged or threatened injury or damage to any person or property from any radioactive matter or nuclear material.

h. **Aircraft, Auto or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading". This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is not being used to carry persons or property for a charge;
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (4) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (5) A watercraft you own that is:
  - (a) Powered by a motor or combination of motors of 100 horsepower or less; or
  - (b) Not powered by a motor; or
  - (c) A "personal watercraft".



i. **Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

j. **War**

"Bodily injury" or "property damage", however caused, arising directly or indirectly out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

k. **Damage To Property**

"Property damage" to:

- (1) Property you or any insured owns, rents, or occupies;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you or any insured;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented or loaned to you for a period of 30 or fewer consecutive days. The Each Occurrence or Medical Incident Limit shown in the Declarations will apply to this coverage.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" to personal property belonging to anyone receiving service from any insured because of loss by theft, physical damage or disappearance of such property during the period when volunteers or "employees" of the insured arrive on the scene or while they are rendering service to others and ending when they either leave the scene, complete their service, or transfer care of a transported patient to others. This insurance does not apply to that portion of any loss for which the Named Insured has other valid and collectible insurance. The limit of the company's liability is the Each Occurrence or Medical Incident Limit stated in the Declarations, subject to a \$100 deductible each "occurrence".

Paragraphs (5) and (6) of this exclusion do not apply to "property damage" resulting from actions taken to protect persons or property.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. **Personal and Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

m. **Sexual Abuse**

"Bodily injury" arising out of the "sexual abuse" of any person. However, this exclusion shall not apply to the Named Insured if no officer, director, commissioner or trustee of the Named Insured knew or had reason to know of the "sexual abuse". Also, we will defend an insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such an act, or the insured confirms such act.

n. **Professional Health Care Services**

Damages arising or allegedly arising out of providing or failing to provide "professional health care services".

o. **Employment Practices**

"Bodily injury" or "property damage" arising out of your "employment practices".

p. **Product Recall**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through p. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. The Each Occurrence or Medical Incident Limit shown in the Declarations will apply to this coverage.

## Coverage B. Personal and Advertising Injury Liability

### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B or C** or medical expenses under **COVERAGE D**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.



## 2. Exclusions Applicable to Coverage B

This insurance does not apply to:

- a. **Knowing Violation of the Rights of Another**  
"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- b. **Material Published with Knowledge of Its Falsity**  
"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. **Material Published Prior to the Policy Period**  
"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.
- d. **Criminal Acts**  
"Personal and advertising injury" arising out of a criminal act committed by or at the direction of any insured.
- e. **Contractual Liability**  
"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- f. **Breach of Contract**  
"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
- g. **Quality or Performance of Goods**  
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
- h. **Wrong Description of Prices**  
"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".
- i. **Infringement of Copyright, Patent, Trademark or Trade Secret**  
"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.
- j. **Pollution**  
"Personal and advertising injury" arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water.
- k. **Professional Health Care Services**  
"Personal and advertising injury" arising or allegedly arising out of providing or failing to provide "professional health care services".
- l. **Employment Practices**  
"Personal and advertising injury" arising out of your "employment practices".

m. **Asbestos**

Any injury, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials.

n. **Lead, Electromagnetic Radiation, Nuclear**

- (1) Any injury, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
  - (a) The toxic properties of lead, or any material or substance containing lead; or
  - (b) Electromagnetic radiation; or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.
- (2) Any loss, cost or expense arising out of any actual, alleged or threatened injury to any person or property from any radioactive matter or nuclear material.

o. **War**

"Personal and advertising injury", however caused, arising directly or indirectly out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. **Sexual Abuse**

"Personal and advertising injury" arising out of the "sexual abuse" of any person.

## Coverage C. Professional Health Care Liability

### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of injury arising out of a "medical incident". We will have the right and duty to defend any claim or "suit" seeking those damages. We may at our discretion investigate any "medical incident" and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in **SECTION III. LIMITS OF INSURANCE**; and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C** or medical expenses under **COVERAGE D**.
- b. This insurance applies only if the damages are caused by a "medical incident" that takes place:
  - (1) During the policy period; and
  - (2) In the "coverage territory".

### 2. Exclusions Applicable to Coverage C

All exclusions under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** apply to this **COVERAGE C**, except that exclusion n. **Professional Health Care Services** under **COVERAGE A** shall not apply.

All exclusions under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** apply to this **COVERAGE C**, except that exclusion k. **Professional Health Care Services** under **COVERAGE B** shall not apply.

In addition, this insurance does not apply to:

a. **Medical Command via Telecommunications Device**

Any physician providing or failing to provide on-line medical direction or medical command via telecommunication to emergency medical personnel.

b. **Criminal Acts**

Injury arising out of a criminal act (except for "sexual abuse") committed by the insured or anyone for whom the insured is legally responsible. However, we will defend the insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such act, or the insured confirms such act.

## Coverage D. Medical Expense

### 1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

### 2. Exclusions Applicable to Coverage D

We will not pay expenses for "bodily injury":

a. **Any Insured**

To any insured.

b. **Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. **Injury on Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

d. **Workers' Compensation and Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. **Athletic Activities**

To a person injured while taking part in athletics.

f. **Products – Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Professional Health Care Services**

To any person for "professional health care services" provided by you.

**h. Coverage A**

Excluded under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

## Supplementary Payments – Coverages A, B and C

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$300 a day because of time off from work.
  - e. All costs taxed against the insured in the "suit".
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
      - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - (c) Notify any other insurer whose coverage is available to the indemnitee; and
      - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
    - (2) Provides us with written authorization to:
      - (a) Obtain records and other information related to the "suit"; and
      - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as **SUPPLEMENTARY PAYMENTS**. Notwithstanding the provisions of paragraph 2.b.(2) of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as **SUPPLEMENTARY PAYMENTS** ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

## SECTION II. WHO IS AN INSURED

1. If you are:
  - a. An organization other than a partnership, joint venture or limited liability company, you are an insured.
  - b. A partnership or joint venture, you are an insured. Your members and your partners are also insureds, but only within the course and scope of your operations.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only within the course and scope of your operations. Your managers are insureds, but only within the course and scope of your operations.
2. In addition to you, each of the following is an insured:
  - a. **Volunteers and Employees.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees, but only for acts within the course and scope of their employment by you, membership with you or authorized duties on your behalf.
  - b. **Medical Directors.** Physicians who are your medical directors, but only for acts within the course and scope of their medical director duties on your behalf.
  - c. **Good Samaritans.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees while acting as a Good Samaritan independently of his or her activities on your behalf, but only when he or she encounters the scene of an emergency requiring sudden action. In no event will such person who responds to the scene of an emergency with or for any other emergency service organization be an insured.
  - d. **Owners of Commandeered Equipment.** The owner of commandeered equipment other than an "auto" is an insured while the equipment is in your temporary care, custody or control and is being used as part of an "emergency operation".
  - e. **Real Estate Managers.** Any person or any organization while acting as your real estate manager.
  - f. **Blanket Additional Insureds.** Any person or organization required to be an additional insured under an "insured contract", if agreed to by you prior to the "bodily injury", "property damage", "personal and advertising injury", or "medical incident", but only with respect to liability arising out of your premises or operations.
3. **Mobile Equipment.** With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to "property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.



4. **New Organizations.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
  - COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
  - COVERAGE C** does not apply to a "medical incident" that took place before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III. LIMITS OF INSURANCE

- The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - Insureds;
  - Claims made or "suits" brought; or
  - Persons or organizations making claims or bringing "suits".
- The General Aggregate Limit is the most we will pay for the sum of:
  - Medical expenses under **COVERAGE D**;
  - Damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
  - Damages under **COVERAGE B**; and
  - Damages under **COVERAGE C**;
 for each Named Insured shown in the Declarations and each "location" owned by or rented to you.
- The Products - Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard", for each Named Insured shown in the Declarations.
- Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- Subject to 2. or 3. above, whichever applies, the Each Occurrence or Medical Incident Limit is the most we will pay for the sum of:
  - Damages under **COVERAGES A** and **C**; and
  - Medical expenses under **COVERAGE D**;
 because of all "bodily injury" and "property damage" arising out of any one "occurrence" and all damages arising out of any one "medical incident".
- Subject to 5. above, the Each Occurrence or Medical Incident Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- Subject to 5. above, the Medical Expense Limit is the most we will pay under **COVERAGE D** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this coverage part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## SECTION IV. CONDITIONS

The following conditions apply in addition to the Common Policy Conditions.

### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this coverage part.

### 2. Duties in the Event of an Occurrence, Offense, Medical Incident, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence", offense or "medical incident" which may result in a claim or "suit". To the extent possible, notice should include:
  - (1) How, when and where the "occurrence", offense or "medical incident" took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence", offense or "medical incident".
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. If you report an "occurrence", offense or "medical incident" to an insurer providing other than General Liability insurance, which later develops into a General Liability claim covered under this coverage part, failure to report such "occurrence", offense or "medical incident" to us at the time of the "occurrence", offense or "medical incident" shall not be deemed in violation of these conditions. However, you shall give notification to us, as soon as is reasonably possible, that the "occurrence", offense or "medical incident" is a General Liability claim.
- f. Knowledge of an "occurrence", offense or "medical incident" by any of your agents, volunteers or "employees" shall not constitute knowledge by you unless one of your officers or anyone responsible for administering your insurance program has received a notification from the agent, volunteer or "employee".

### 3. Legal Action Against Us

No person or organization has a right under this coverage part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this coverage part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this coverage part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured volunteer, "employee", elected or appointed officer, director, commissioner, trustee, medical director or owner of commandeered equipment for a loss we cover under **COVERAGES A, B or C** of this form, our insurance is primary, with no consideration or contribution with other insurance, except with respect to any medical malpractice liability insurance available to a physician who is acting on your behalf by providing on-site medical treatment of a person. With respect to said medical malpractice liability insurance, our insurance is excess over that coverage.

If other valid and collectible insurance is available to the insured, other than volunteers, "employees", elected or appointed officers, directors, commissioners, trustees, medical directors or owners of commandeered equipment, for a loss we cover under **COVERAGES A, B or C** of this form, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

#### b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is fire, extended coverage, builder's risk, installation risk or similar coverage for "your work";
- (b) That is fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
- (d) That is insurance covering your liability for "bodily injury" or "property damage" arising out of the providing, serving or selling of alcoholic beverages to others;
- (e) That is insurance covering your liability for "bodily injury" or "property damage" arising out of the igniting or discharging of fireworks, including but not limited to firecrackers, aerial or ground displays, in conjunction with any demonstration or show conducted or sponsored by you. However, this coverage shall not be excess should the "bodily injury" or "property damage" result from an emergency response you provide in response to an emergency arising out of fireworks; or
- (f) If the loss arises out of the maintenance or use of aircraft or watercraft to the extent not subject to exclusion h. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.



- (2) Any other primary insurance, including pools or self-insurance, covering your liability for damages arising out of the premises or operations for which you have been added as an additional insured.

When this insurance is excess, we will have no duty under **COVERAGES A, B or C** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the Declarations of this coverage part.

c. **Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Representations**

By accepting this policy, you agree:

- a. The information in the Declarations is accurate and complete;
- b. The information is based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Your failure to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded, provided such failure or omission is not intentional. This coverage part is void if any material fact or circumstance relating to this insurance is intentionally omitted or misrepresented.

**6. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this coverage part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**7. Transfer of Rights of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this coverage part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

## 8. When We Do Not Renew

If we decide not to renew this coverage part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V. DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
  - c. All other parts of the world if:
    - (1) The injury or damage arises out of:
      - (a) Goods or products made or sold by you in the territory described in a. above; or
      - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
    - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Emergency operations" means actions:
  - a. Which are urgent responses for protection of property, human life, health or safety; and
  - b. Which result from the performing or attempting to perform firefighting services, hazardous materials unit services, first aid, ambulance or rescue squad services, or related services, including the stabilizing or securing of an emergency scene; and
  - c. Which are sanctioned by:
    - (1) A fire department, hazardous materials unit, or first aid, ambulance or rescue squad qualifying as an insured under this coverage part; or
    - (2) An officer, volunteer member or "employee" of such organization.
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
7. "Employment practices" means an actual or alleged improper employment related practice, policy, act or omission involving an actual, prospective, or former volunteer or "employee", including:
  - a. Failing to hire or refusing to hire;
  - b. Wrongful dismissal, discharge, or termination of employment or membership, whether actual or constructive;
  - c. Wrongful deprivation of a career opportunity, or failure to promote;
  - d. Wrongful discipline of volunteers or "employees";
  - e. Negligent evaluation of volunteers or "employees";
  - f. Retaliation against volunteers or "employees" for the exercise of any legally protected right or for engaging in any legally protected activity;
  - g. Failure to adopt adequate workplace or employment-related policies and procedures;
  - h. Harassment, including "sexual harassment"; or

- i. Violation of any federal, state or local laws (whether common law or statutory) concerning employment or discrimination in employment.
8. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
  9. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
    - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
    - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by:
    - (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
    - (2) Your fulfilling the terms of the contract or agreement.
  10. "Insured contract" means:
    - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
    - b. A sidetrack agreement;
    - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
    - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
    - e. An elevator maintenance agreement;
    - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

    - (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
    - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
      - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
      - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
    - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
  11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
  12. "Loading or unloading" means the handling of property:
    - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
    - b. While it is in or on an aircraft, watercraft or "auto"; or
    - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
14. "Medical incident" means any act, error or omission in the rendering of or failure to render "professional health care services" by you or by anyone for whose "professional health care services" you are legally responsible. Any such act, error or omission, together with all related acts, errors or omissions in the furnishing of such services to any one person, shall be considered one "medical incident".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
  - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers;
  - f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
    - (a) Snow removal;
    - (b) Road maintenance, but not construction or resurfacing; or
    - (c) Street cleaning;
  - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
  17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
    - a. False arrest, detention or imprisonment;
    - b. Malicious prosecution;
    - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, or any other interference with real property rights;
    - d. Oral or written publication in any manner of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
    - e. Oral or written publication in any manner of material that violates a person's right of privacy;
    - f. The use of another's advertising idea in your "advertisement"; or
    - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

18. "Personal watercraft" means a vessel which uses an inboard motor powering a water jet pump as its primary source of motive power, and which is designed to be operated by a person sitting, standing, or kneeling on the vessel, rather than the conventional manner of sitting or standing inside the vessel.
19. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
  - b. Does not include "bodily injury" or "property damage" arising out of:
    - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
    - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
    - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.
20. "Professional health care services" means:
- a. Providing medical or nursing services;
  - b. Providing professional services of any other health care professional, including emergency medical technicians and paramedics;
  - c. Furnishing or dispensing drugs or medical, surgical or dental supplies or appliances;
  - d. Handling of patients:
    - (1) From the place where they are accepted for movement into or onto the means of transport,
    - (2) During transport, and
    - (3) From the means of transport to the place where they are finally delivered;
  - e. Dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services;
  - f. Serving on, or carrying out the orders of, a health care accreditation board or similar professional board or committee; and
  - g. Establishing medical protocol, creating medical training curricula, providing medical training, conducting medical quality assurance programs, and carrying out similar duties.
21. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
22. "Sexual abuse" means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. "Sexual abuse" includes sexual molestation, sexual assault, sexual exploitation, or sexual injury, but does not include "sexual harassment".



23. "Sexual harassment" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury. "Sexual harassment" includes:
- The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
  - The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
24. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal and advertising injury", or injury arising out of a "medical incident" to which this insurance applies are alleged. "Suit" includes:
- An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- But "suit" does not mean any ethical conduct review or enforcement action, or disciplinary review or enforcement action.
25. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
26. "Training operations" means activities used to prepare, train, or instruct members of a fire department, hazardous materials unit, or a first aid, ambulance or rescue squad in accepted and recognized emergency procedures, including municipal, state and federal standards.
27. "Your product" means:
- Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - You;
    - Others trading under your name; or
    - A person or organization whose business or assets you have acquired; and
  - Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- "Your product" includes:
- (a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - (b) The providing of or failure to provide warnings or instructions.
- "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.
28. "Your work" means:
- Work or operations performed by you or on your behalf; and
  - Materials, parts or equipment furnished in connection with such work or operations.
- "Your work" includes:
- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
  - (2) The providing of or failure to provide warnings or instructions.

**TOWN OF AMHERST  
CONTRACT FOR FIRE PROTECTION AND EMERGENCY SERVICES**

**DISTRICT NO. 12 (2022)  
SWORMVILLE FIRE COMPANY, INC.**

THIS AGREEMENT, made this \_\_\_\_ day of January, 2022, by and between the Town Board of the Town of Amherst, acting on behalf of the Swormville Fire Protection District No.12, Party of the First Part, and the Swormville Fire Company, Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

**W I T N E S S E T H**

WHEREAS, the Town Board of the Town of Amherst did hereto before establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Swormville Fire Company, Inc., Fire Protection District No. 12, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 29<sup>th</sup> day of December, 1958, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the Swormville Fire Company, Inc., as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Swormville Fire Company, Inc. duly constituted pursuant to the provision of Section 209-B of the General Municipal Law



shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide or cause to be provided emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency rescue and first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2022 and including the 31st day of December, 2022. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Four Hundred Forty-Nine Thousand Four Hundred Forty Dollars (\$449,440.00).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than \$2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of a current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1<sup>st</sup> day of March, 2022 for the 2022 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or

returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: \_\_\_\_\_  
Brian J. Kulpa, Supervisor

SWORMVILLE FIRE COMPANY, INC.

BY: \_\_\_\_\_  
Michael Germain, President



On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

7



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/26/2021

7.2.u

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).

|                                                                                                            |  |                                                                                                                                                                                     |  |
|------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Emerling, Floss, Murphy & Associates, LLC.<br>9092 Main Street<br><br>Clarence NY 14031 |  | <b>CONTACT NAME:</b> Barbara Schubring<br><b>PHONE (A/C, No, Ext):</b> (716) 631-0190<br><b>FAX (A/C, No):</b> (716) 631-0198<br><b>E-MAIL ADDRESS:</b> Bschubring@emsinsurance.com |  |
|                                                                                                            |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                                                |  |
|                                                                                                            |  | <b>INSURER A:</b> National Union Fire Ins. Co                                                                                                                                       |  |
|                                                                                                            |  | <b>INSURER B:</b>                                                                                                                                                                   |  |
|                                                                                                            |  | <b>INSURER C:</b>                                                                                                                                                                   |  |
|                                                                                                            |  | <b>INSURER D:</b>                                                                                                                                                                   |  |
|                                                                                                            |  | <b>INSURER E:</b>                                                                                                                                                                   |  |
|                                                                                                            |  | <b>INSURER F:</b>                                                                                                                                                                   |  |

**COVERAGES** **CERTIFICATE NUMBER:** CL2152607967 **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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         |          | VFNU-TR-0002761 | 03/01/2021              | 03/01/2022              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 10,000,000<br>PRODUCTS - COMP/OP AGG \$ 10,000,000 |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                |           |          | VFNU-TR-0002761 | 03/01/2021              | 03/01/2022              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                    |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                  |           |          | VFNU-TR-0002761 | 03/01/2021              | 03/01/2022              | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 6,000,000                                                                                                                                                                                       |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                   | Y / N     | N / A    |                 |                         |                         | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                               |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Amherst is included as additional insured.

|                                                                                                |                                                                                                                                                                                                                                    |
|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br>Town of Amherst<br>5583 Main St<br><br>Williamsville NY 14221 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br> |
|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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Town of Amherst  
Fire Protection & Fire Districts  
2022 Adopted Budget

|                                   |      |  | Phone<br>4060 | Pension<br>Phone / WC<br>Cancer Reimb | Hydrant<br>4070 | Pension<br>4090 | Co    |     |
|-----------------------------------|------|--|---------------|---------------------------------------|-----------------|-----------------|-------|-----|
| <b><u>Fire Protection</u></b>     |      |  |               |                                       |                 |                 |       |     |
| Autumn Harvest<br>F3001           | 2021 |  |               |                                       |                 |                 | 5     | 36  |
|                                   | 2022 |  |               |                                       |                 |                 | 5     | 17  |
|                                   |      |  |               |                                       |                 |                 | (6)   | (9) |
| Lamm Post<br>F3002                | 2021 |  |               |                                       |                 |                 |       | 11  |
|                                   | 2022 |  |               |                                       |                 |                 |       | 9   |
|                                   |      |  |               |                                       |                 |                 |       | (2) |
| Lehn- Springs<br>F3003            | 2021 |  |               |                                       |                 |                 | 1     | 14  |
|                                   | 2022 |  |               |                                       |                 |                 | 10    | 0   |
|                                   |      |  |               |                                       |                 |                 |       | (4) |
| Mill<br>F3004                     | 2021 |  |               |                                       |                 |                 | 10    | 17  |
|                                   | 2022 |  |               |                                       |                 |                 | 9     | 8   |
|                                   |      |  |               |                                       |                 |                 |       | (9) |
| Ellicott Creek<br>F3009           | 2021 |  |               |                                       |                 |                 | 67    | 9   |
|                                   | 2022 |  |               |                                       |                 |                 | 68    | 4   |
|                                   |      |  |               |                                       |                 |                 | 13    | 5   |
| North Amherst<br>F3010            | 2021 |  |               |                                       |                 |                 | 13    | 6   |
|                                   | 2022 |  |               |                                       |                 |                 | 13    | 5   |
|                                   |      |  |               |                                       |                 |                 | 2     | 9   |
| Getzville<br>F3011                | 2021 |  |               |                                       |                 |                 | 1,243 | 0   |
|                                   | 2022 |  |               |                                       |                 |                 | 1,258 | 0   |
|                                   |      |  |               |                                       |                 |                 | 14    | 0   |
| Swormville<br>F3012               | 2021 |  |               |                                       |                 |                 | 440   | 8   |
|                                   | 2022 |  |               |                                       |                 |                 | 449   | 0   |
|                                   |      |  |               |                                       |                 |                 | 8     | 2   |
| East Amherst<br>F3013             | 2021 |  |               |                                       |                 |                 | 722   | 4   |
|                                   | 2022 |  |               |                                       |                 |                 | 736   | 4   |
|                                   |      |  |               |                                       |                 |                 | 14    | 0   |
| Main-Transit<br>F3014             | 2021 |  |               |                                       |                 |                 | 866   | 2   |
|                                   | 2022 |  |               |                                       |                 |                 | 884   | 9   |
|                                   |      |  |               |                                       |                 |                 | 17    | 7   |
| Park Club<br>F3015                | 2021 |  |               |                                       |                 |                 | 38    | 0   |
|                                   | 2022 |  |               |                                       |                 |                 | 40    | 3   |
|                                   |      |  |               |                                       |                 |                 | 1     | 3   |
| Williamsville - Sheridan<br>F3016 | 2021 |  |               |                                       |                 |                 | 282   | 8   |
|                                   | 2022 |  |               |                                       |                 |                 | 262   | 0   |
|                                   |      |  |               |                                       |                 |                 | (20)  | (8) |
| North Bailey<br>F3018             | 2021 |  |               |                                       |                 |                 | 272   | 4   |
|                                   | 2022 |  |               |                                       |                 |                 | 277   | 3   |
|                                   |      |  |               |                                       |                 |                 | 5     | 4   |

Attachment: 2022FPDBudget-12132021200059 (RES-2022-75 : Fire Protection District Contracts -



## Amherst Town Board

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Town Clerk  
 Initiated by: **Timothy Koller**  
 Co-Sponsored by:

DOC ID: 25030

### RESOLUTION 2021-1030

### ROLL CALL VOTE (ADOPTED)

## 4252 - 4258 Ridge Lea Road Amendment to the Bicentennial Comprehensive Plan

Adoption of Resolution to Amend the Bicentennial Comprehensive Plan  
 4252-4258 Ridge Lea Road (BCPA-2021-01)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR are completed, as the Town Board completed a SEQR review for the Boulevard Central District planning area, which included a Final Environmental Impact Statement was adopted on January 6, 2020, and be it further

RESOLVED, that the subject area is within the aforementioned Boulevard Central District planning area, and has been determined to be consistent with the findings statement adopted on January 6, 2020, 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 September 23, 2021, that the proposed Amendment to the Bicentennial Comprehensive Plan for 4252-4258 Ridge Lea Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 11.6 of the Bicentennial Comprehensive Plan the Town Board amends the Bicentennial Comprehensive Plan to allow industrial/office use on the subject property.

### **11/22/2021**

A motion to open the public hearing was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and unanimously approved 4-0. The public hearing was opened at 7:21 PM.

Attorney James Boglioli, Benderson Development, presented.

The following speakers addressed the Town Board and voiced their opposition and concern's:

William Kleis & Geri DiCosmo, 378 Meyer Rd  
 Kenneth Holt, 370 Meyer Rd  
 Sheila Goldberg & Jill Mack, 306 Meyer Rd  
 John Goscinski, 105 Hilton Blvd  
 Bob Stockdale, 300 Maynard Dr  
 Eugene Sibick, 34 Wik St  
 Merri Debany, 4243 Sheridan Dr

There were no further speakers therefore, Deputy Supervisor Berger moved to adjourn the



public hearing until December 20th, seconded by Councilmember Bucki and unanimously approved 4-0. The public hearing was adjourned at 8:05 PM.

### **12/20/2021**

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.

Attorney James Boglioli, was present and answered questions.

The following speakers addressed the Town Board and voiced their opposition, questions and concern's:

William Kleis & Geri DiCosmo, 378 Meyer Rd  
 Don Smith, 201 N Long St  
 Sheila Goldberg, 306 Meyer Rd  
 Dan Rider, 38 Garden Pkwy  
 Susan Holt, 370 Meyer Rd  
 Mary Shapiro, 16 Royalwoods Ct

As there were no further speakers from the public, Councilmember Szukala motioned to adjourn the public hearing and set a decision date for January 18. The motion was seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was adjourned at 7:48 PM.

### **1/18/2022**

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 7:15 PM.

Supervisor Kulpa presented a brief overview of the request before the Board and showed pictures.

Attorney James Boglioli, was present and answered questions.

The following speakers addressed the Town Board and voiced their opposition:

William Kleis & Geri DiCosmo, 378 Meyer Rd  
 Sheila Goldberg, 306 Meyer Rd  
 Susan & Ken Holt, 370 Meyer Rd

As there were no further speakers from the public, Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:41 PM.

A motion to readopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via roll call 4-1 (nay, Bucki).

A motion to adopt the resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via roll call 4-1 (nay, Bucki).

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



Town of Amherst Planning Department

Erie County, New York



Brian J. Kulpa  
Supervisor

Daniel C. Howard, /  
Planning Director

Daniel J. Ulatowski, /  
Assistant Planning Director

## Town Board Agenda of November 22, 2021

November 12, 2021

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

Subject: Request to Amend the Bicentennial Comprehensive Plan for 14.8± acres of land from Commercial Mixed Use/Suburban Center to Industrial Office use; property located at 4252-4258 Ridge Lea Road, Benderson Development Company, Petitioner. BCPA-2021-01.

Honorable Members:

The subject area is a 14.8 ± acre triangle-shaped parcel located southwest of the I-290 along the east side of North Bailey Avenue. The site is connected to the former UB-Ridge Lea campus complex to the east, and north of existing single family residential houses on Meyer Road. The property contains three existing office/warehousing buildings totaling 65,161± sf with consistent uses permitted in the RD zoning district which this area was previously zoned. The subject area is located within the Boulevard Central District. Ridge Lea Road/North Bailey Avenue are designated as collectors as depicted in Figure 9 of the 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 amend the Comprehensive Plan to allow the petitioner to apply for a rezoning of 14.8± acres of land to the Research & Development (RD) zoning district. The concept plan shows a 108,000± sf warehouse building and to connect the proposed warehouse to the existing southerly 21,736 sf office/warehouse building with a 3,000 sf building addition, including new parking, utilities, drainage and landscaping.

### History of previous rezoning requests:

- Z-1997-09 The Town Board rezoned a portion of the subject site from OB to RD on July 7, 1997 with the following conditions:
  1. That debris on the parcel is removed to the satisfaction of the Commissioner of Building prior to the issuance of any building permits for building not under construction at the time the zoning is finalized.

continued...

2. That a 30 ft. landscaped buffer be provided and maintained along the south property line adjacent to residential development.
  3. That no access be permitted to Meyer Road.
  4. That no billboards be permitted.
- Z-2020-08 The Town Board rezoned the subject site and other properties in the area from GB, OB, SC, CF, MFR-5, R-4, RD & R-3 to CTR-5 & CTR-8 on December 14, 2020 as part of the Boulevard Central District.

The Planning Board offers the following findings consistent with Figure 6, Figure 6A, and Figure 33 of the Comprehensive Plan.

#### INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

The proposed development of a warehouse/manufacturing building project is currently not consistent with the new mixed use zoning district recently assigned to the property. The Center – 8 (CTR-8) zoning district is intended to create “new, walkable mixed-use places with human-scaled internal streets in locations that are near 290 or otherwise appropriate for the Town’s tallest new buildings...” In addition, “The Center 8 District is intended to provide for a variety of retail, service and commercial uses, as well as multi-family residences or offices.”

#### CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The proposed amendment to the Comprehensive Plan is consistent with the existing uses in the subject area and the adjoining properties.

#### ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the proposed rezoning are available and adequate at the subject location. This is a Type I action, in accordance with 6NYCRR, Part 617 and Local Law #3-82, as amended, the Town Board completed a SEQR, and that the subject request be approved based on the attached resolution. The subject site plan is within the aforementioned Boulevard Central District planning area, and has been determined to be consistent with the findings statement adopted on January 6, 2020, therefore, the requirements of SEQR are complete and that the subject proposal is not expected to have a significant adverse effect on the environment.

#### SUITABILITY FOR PROPOSED USE

The proposed development of a warehouse/manufacturing building project is consistent with the allowed uses under Research and Development (RD) zoning district. The property currently consists of 3 small warehouse buildings and associated parking and the proposed development will include warehousing and light manufacturing uses. The proposed development will expand the existing building space and parking on the remainder of the site thus maximizing the area previously designated for R&D in the Bicentennial Comprehensive Plan. The new development will round out the RD uses at the project site and fit in with the surrounding RD development.

continued...

Honorable Town Board

Amendment to the Bicentennial Comprehensive Plan;  
property located at 4252-4258 Ridge Lea Road  
Agenda of November 22, 2021

RECOMMENDATION

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

Very truly yours,



*for.* Daniel C. Howard, AICP  
Planning Director

DH/RR /ac

Att.

X:\Current\_Planning\Files\Bicentennial Comp Plan Amends\BCPA-2021-01\_(4252-4258 Ridge Lea Road)\_2021\BCPA-2021-01 Town Board Letter 112221.docx

cc: Stanley Sliwa, Town Attorney

Planning Board Approval: September 23, 2021

Ayes 6; Noes 0; Abstain 1 (Chmiel)

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

**DRAFT RESOLUTION**  
(November 22, 2021)

Adoption of Resolution to Amend the Bicentennial Comprehensive Plan  
4252-4258 Ridge Lea Road (BCPA-2021-01)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR are completed, as the Town Board completed a SEQR review for the Boulevard Central District planning area, which included a Final Environmental Impact Statement was adopted on January 6, 2020, and be it further

RESOLVED, that the subject area is within the aforementioned Boulevard Central District planning area, and has been determined to be consistent with the findings statement adopted on January 6, 2020, 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 September 23, 2021, that the proposed Amendment to the Bicentennial Comprehensive Plan for 4252-4258 Ridge Lea Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 11.6 of the Bicentennial Comprehensive Plan the Town Board amends the Bicentennial Comprehensive Plan to allow industrial/office use on the subject property.

X:\Current\_Planning\Files\Bicentennial Comp Plan Amends\BCPA-2021-01\_(4252-4258 Ridge Lea Road)\_2021\BCPA-2021-01 Town Board Letter 112221.docx

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

TOWN OF AMHERST  
PLANNING BOARD  
BICENTENNIAL COMPREHENSIVE PLAN  
BCPA-2021-01

PETITIONER

Benderson Development Company LLC  
570 Delaware Avenue  
Buffalo, NY 14202

PROPERTY LOCATION

4252-4258 Ridge Lea Road (BCD)

OCTOBER 12, 2021 4:05 PM

WHEREAS the Town of Amherst Planning Board on Thursday, September 23, 2021 held a remote public hearing on the proposed amendment to the Bicentennial Comprehensive Plan, and

WHEREAS the Planning Board has reviewed plans and other materials regarding the 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 request is generally consistent with the Zoning Ordinance and with the following sections of the Comprehensive Plan:
  - Section 3.3.4 which sets forth criteria for new industrial uses in the Town that are outside traditional industrial parks: "direct access to major transportation routes, location away from residential neighborhoods, and large tracts of land that allow for coordinated development of a park with ancillary uses that can be buffered from surrounding areas."
  - Policy 3-9: "Advance the redevelopment and revitalization of underutilized, obsolete, and vacant properties for economically viable uses."
- B. There are adequate services and utilities available or proposed to be made available in the construction of the development.
- C. While the proposal is not compatible with the present zoning the proposed use is compatible with nearby properties and with the character of the neighborhood.
- D. The subject property is suitable for uses permitted by the current versus the proposed zoning district.
- E. The proposed change does tend to improve the balance of uses, or meets a specific demand in the Town.
- F. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act may be waived since hydric/potentially hydric soils have not been identified on the parcel.

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

TOWN OF AMHERST  
PLANNING BOARD  
BICENTENNIAL COMPREHENSIVE PLAN  
BCPA-2021-01

PETITIONER

Benderson Development Company LLC

PROPERTY LOCATION

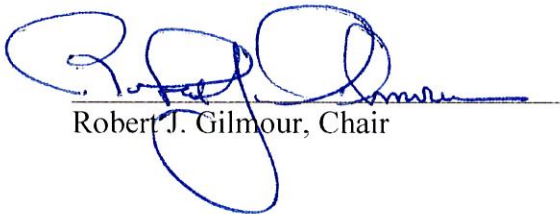
4252-4258 Ridge Lea Road (BCD)

OCT01'21 AM 9:56 RCV

WHEREAS 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 272-a4 of New York State Town Law, that the Comprehensive Plan Amendment request be approved.

The foregoing resolution was adopted by the Town of Amherst Planning Board, September 23, 2021; moved by Giuliani; seconded by Gilmour; ayes 6; noes 0; Abstain 1 (Chmiel).



Robert J. Gilmour, Chair

9-30-21.  
Date

RR/bf

X:\Current\_Planning\Files\Bicentennial Comp Plan Amends\BCPA-2021-01\_(4252-4258 Ridge Lea Road)\_2021\BCPA-2021-01\_Resolution\_092321.docx

cc: Town Clerk  
Commissioner of Building  
Highway Superintendent  
Town Engineer  
Traffic/Safety Coordinator  
James Boglioli, Benderson Development Co. LLC, 570 Delaware Ave., Buffalo, NY 14202

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)





**TOWN OF AMHERST PLANNING DEPARTMENT**  
***Comprehensive Plan And Zoning Text Amendment Application***

File # BCPA-2021-01

- |    |                            |                                     |
|----|----------------------------|-------------------------------------|
| 1. | Amend Comprehensive Plan   | <input checked="" type="checkbox"/> |
| 2. | Zoning Code Text Amendment | <input checked="" type="checkbox"/> |
| 3. | Other                      | <input type="checkbox"/>            |

**PETITIONER:**

- |                                     |                          |
|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> | Town Board               |
| <input checked="" type="checkbox"/> | Planning Board           |
| <input type="checkbox"/>            | Zoning Board of Appeals  |
| <input type="checkbox"/>            | Commissioner of Building |
| <input type="checkbox"/>            | Planning Director        |

**Sections Proposed to be Amended:** (Attach sheets as necessary.)

Figure 3 at page 3-4 \_\_\_\_\_

Figure 6 at page 3-30 \_\_\_\_\_

Figure 6-A at page 3-37 \_\_\_\_\_

**Description of Amendments:** (Attached sheets as necessary.)

Figure 3 at page 3-4: Change the subject property from the "New Community District" designation to "Industrial."

Figure 6 at page 3-30: On the Conceptual Land Use Plan change the subject property from Commercial/Mixed use to Industrial/Office.

Figure 6-A at page 3-37: Remove the subject property from the Suburban Center designation.

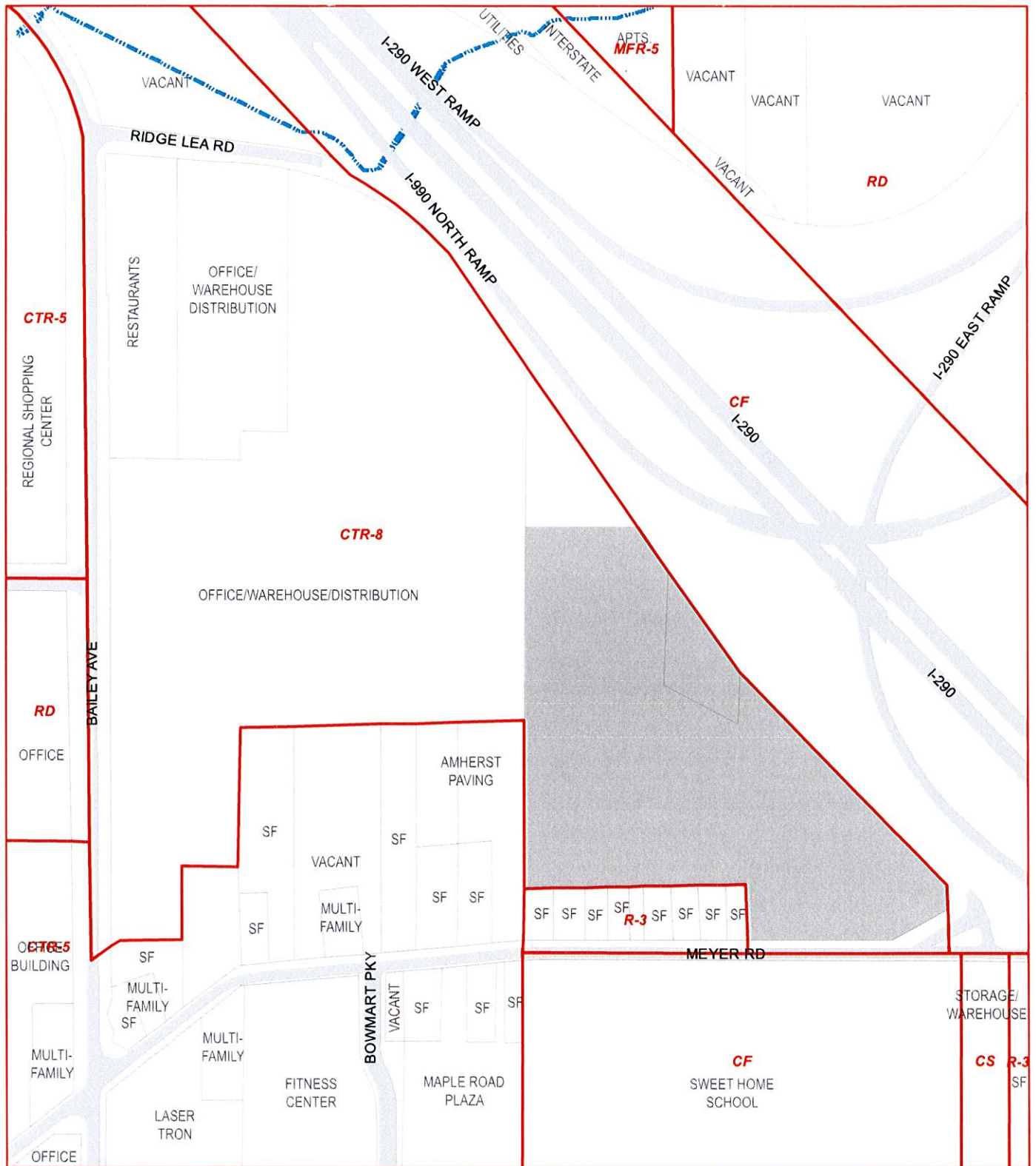
Add a discussion to 3.3.4 Office and Industrial that this site has historically been zoned RD and that the continued use and redevelopment of this property with uses consistent with the RD district is desirable due to its location to the I-290.

Materials Received by  
Planning Department

  
 RECEIVED BY \_\_\_\_\_ DATE 8/23/21

Materials Filed with  
Town Clerk

ACCEPTED BY \_\_\_\_\_ DATE \_\_\_\_\_



Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

BCPA-2021-01

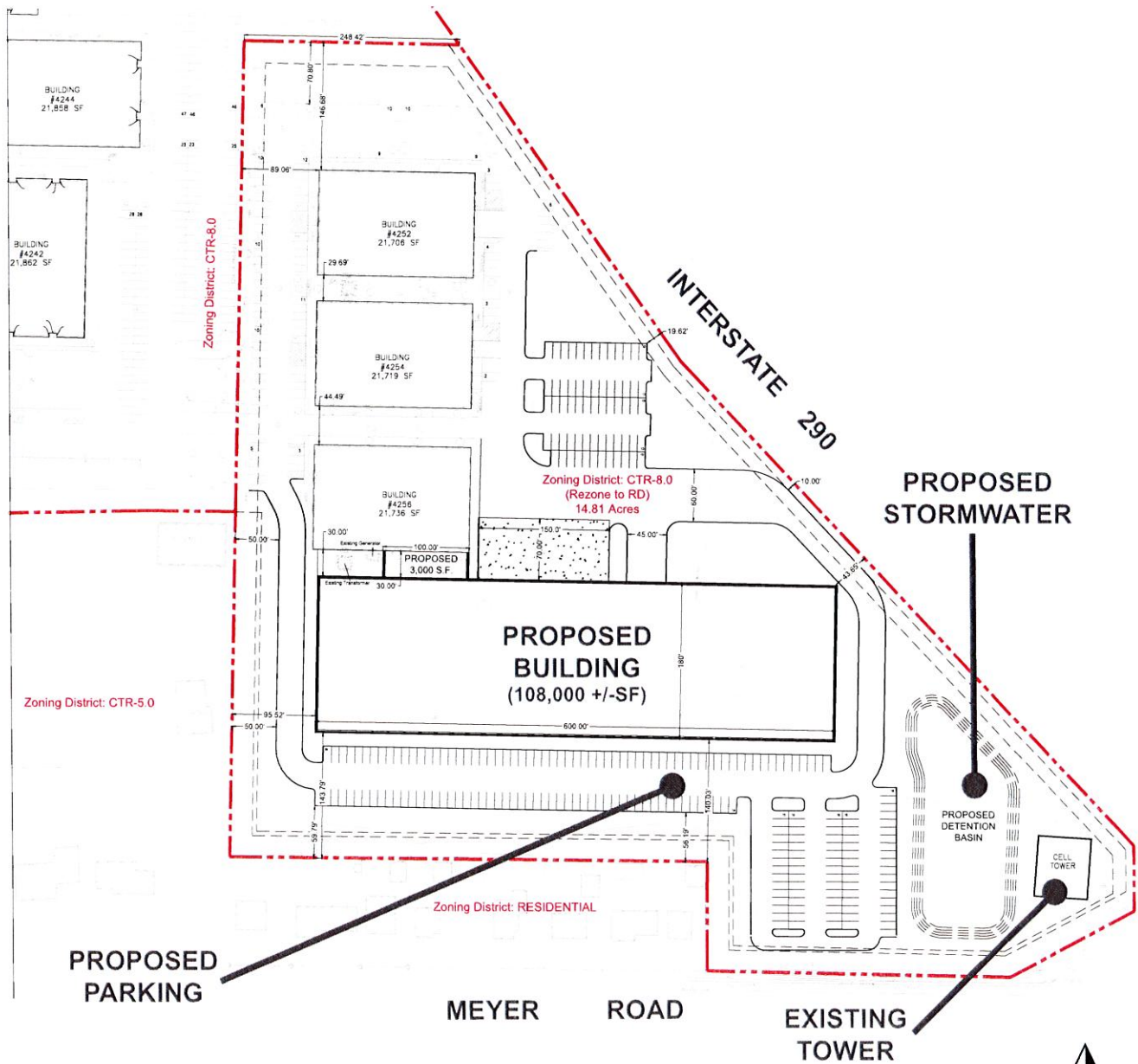
Request to Amend the Comprehensive Plan  
Property Located at 4252-4258 Ridge Lea Road (portion)  
(BCD)  
Benderson Development Company, LLC, Petitioner

September 23, 2021

4252-4258 Ridge Lea Road (Portion)



Prepared by the Town of Amherst Planning Department

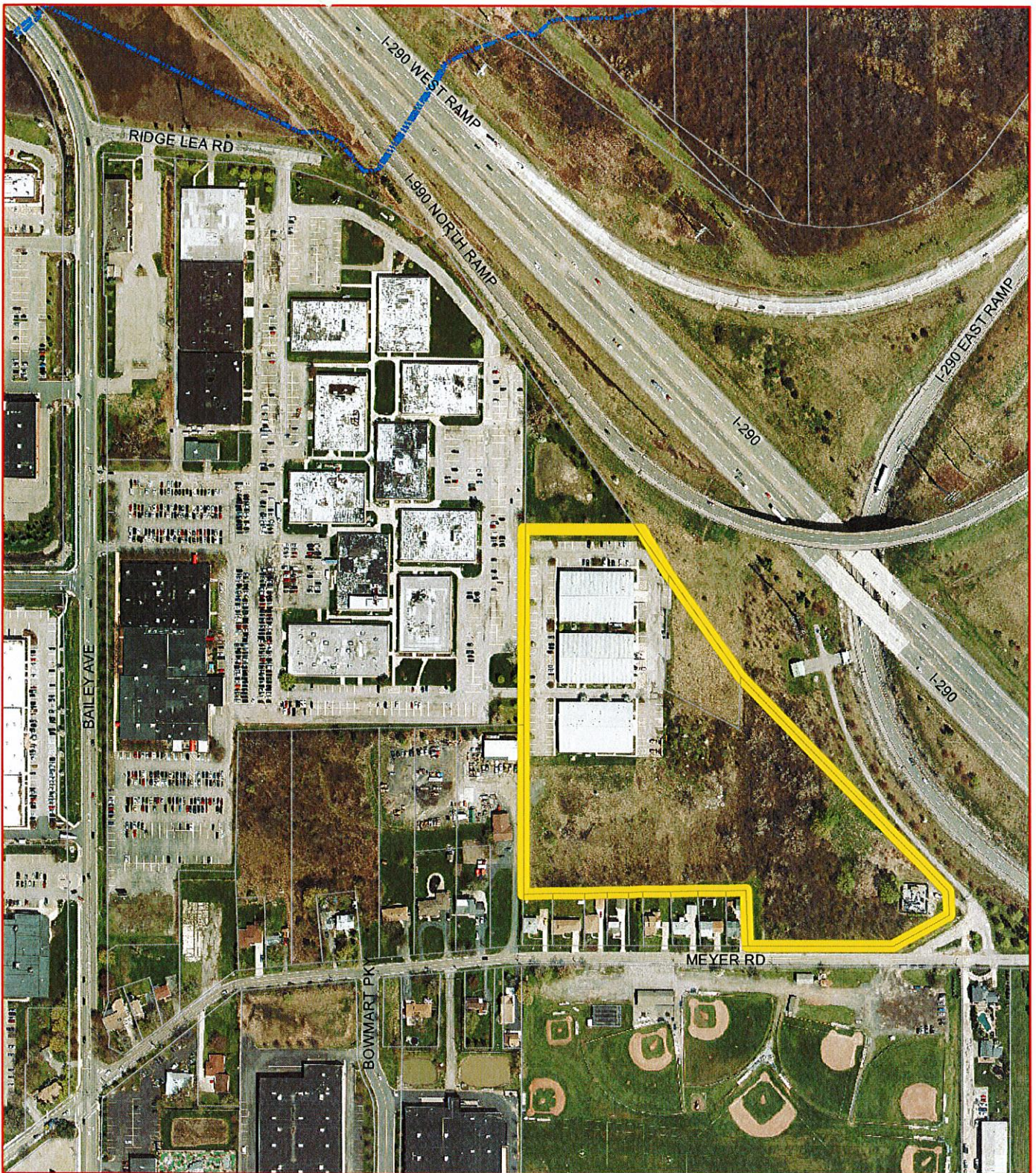


CONCEPT PLAN

Z-2021-07  
4252-4256 Ridge Lea Road  
Received: 8/23/21







Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

BCPA-2021-01

Request to Amend the Comprehensive Plan  
Property Located at 4252-4258 Ridge Lea Road (portion)  
(BCD)  
Benderson Development Company, LLC, Petitioner

September 23, 2021

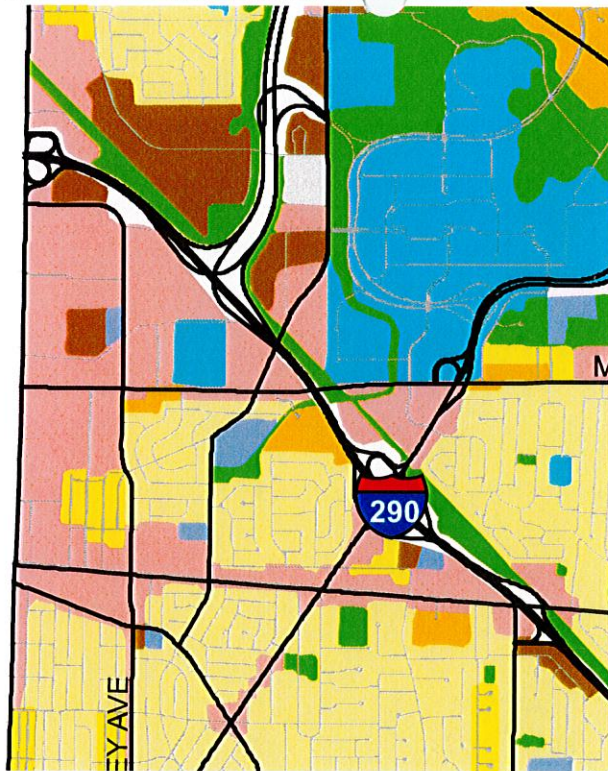


4252-4258 Ridge Lea Road

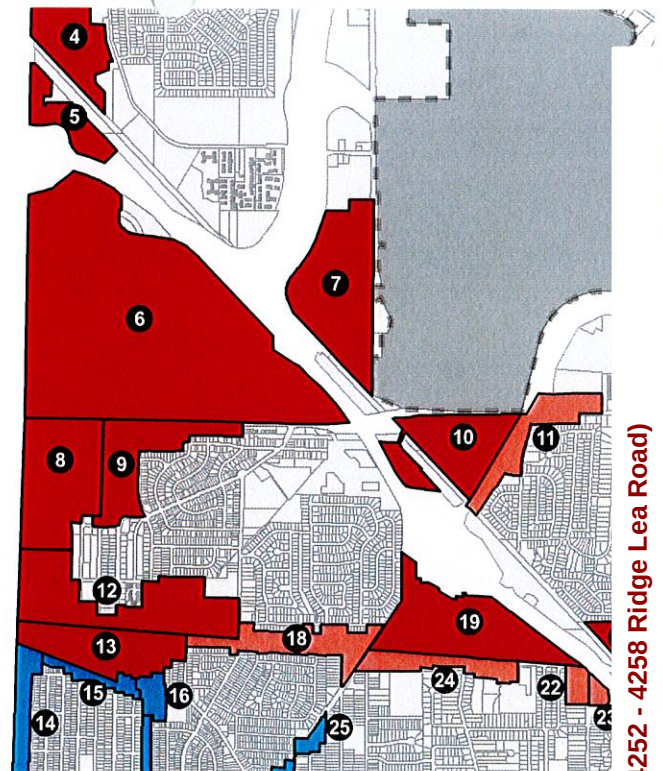


Prepared by the Town of Amherst Planning Department

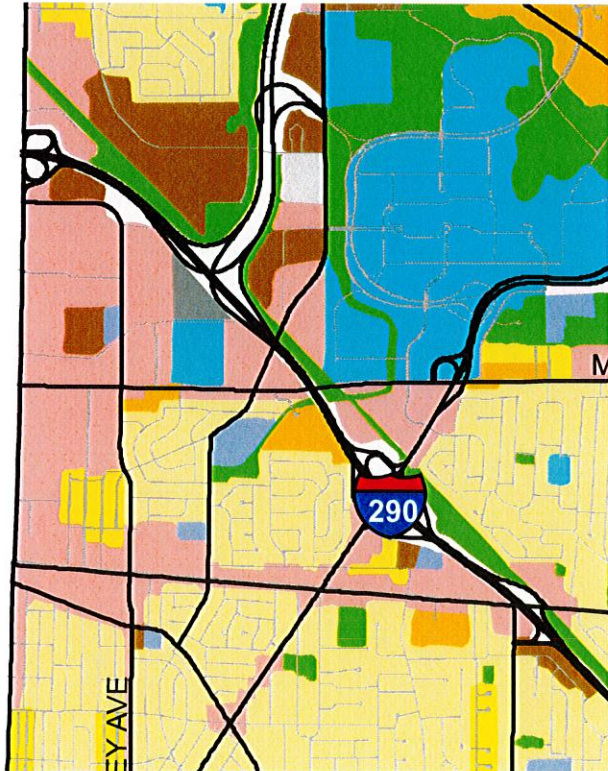




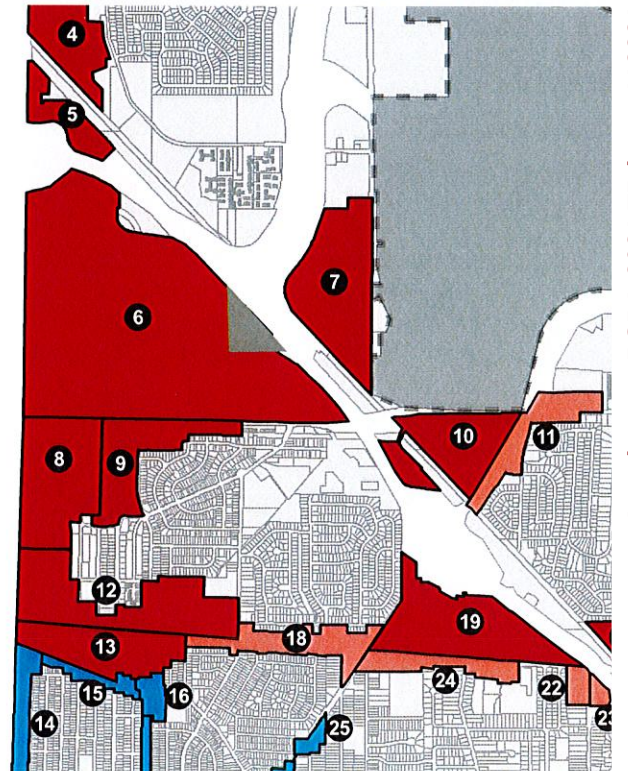
**FIGURE 6 - LAND USE PLAN** 4252-4258 Ridge Lea Road (Portion)  
**EXISTING**



**FIGURE 6A - MIXED-USE** 4252-4258 Ridge Lea Road (Portion)  
**EXISTING**



**FIGURE 6 - LAND USE PLAN** 4252-4258 Ridge Lea Road (Portion)  
**PROPOSED**



**FIGURE 6A - MIXED-USE** 4252-4258 Ridge Lea Road (Portion)  
**PROPOSED**





RECEIVED

SEP 29 2021

TOWN ATTORNEY

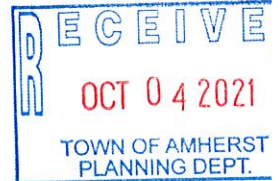
September 27, 2021

MEMORANDUM

~~TO:~~

FROM:

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 [ademopoulos@amherst.ny.us](mailto:ademopoulos@amherst.ny.us)  
Integrated Review Coordinator, ECDEP  
Edward Rutkowski, SEQR Review Coordinator, NYSDOT



TO:

FROM:

Scott Marshall, Principal Planner

SUBJECT:

REQUEST TO REZONE 12.54± ACRES OF LAND FROM CTR-8 TO RD, Z-2021-07;  
PROPERTY LOCATED AT 4252-4258 RIDGE LEA ROAD (BCD). BENDERSON  
DEVELOPMENT COMPANY LLC, PETITIONER.

REVISED ZONING MAP & LEGAL DESCRIPTION:

Received September 21, 2021

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: [Signature] Date: 9/10/21

DU/RR/ac

X:\Current\_Planning\Files\Rezoning\2021\Z-2021-07\_(4252-4258\_Ridge\_Lea\_Rd)\_2021\Z-2021-07\_Rev\_Transmittal\_092721.doc

cc: Benderson Development Co. LLC, 570 Delaware Ave., Buffalo, NY 14202

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

Amherst

Town of Amherst Planning Department



7.3.a

Brian J. Kulpa  
Supervisor

Daniel C. Howard, AICP  
Planning Director

Daniel J. Ulatowski, AICP  
Assistant Planning Director

MEMORANDUM

September 27, 2021

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)  
10/1/21 (20) ✓ Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent [ademopoulos@amherst.ny.us](mailto:ademopoulos@amherst.ny.us)  
Integrated Review Coordinator, ECDEP  
Edward Rutkowski, SEQR Review Coordinator, NYSDOT

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO REZONE 12.54± ACRES OF LAND FROM CTR-8 TO RD, Z-2021-07;  
PROPERTY LOCATED AT 4252-4258 RIDGE LEA ROAD (BCD). BENDERSON  
DEVELOPMENT COMPANY LLC, PETITIONER.

REVISED ZONING MAP & LEGAL DESCRIPTION:

Received September 21, 2021

REVIEW:

Do you agree with all statements made? Yes, agree with all statements made.

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: [Signature] Date: 10/1/21

DU/RR/ac

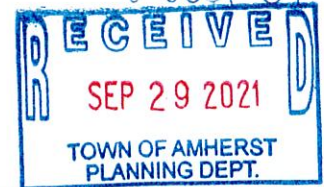
X:\Current\_Planning\Files\Rezoning\2021\Z-2021-07\_4252-4258\_Ridge\_Lea\_Rd\_2021\Z-2021-07\_Rev\_Transmittal\_092721.doc

cc: Benderson Development Co. LLC, 570 Delaware Ave., Buffalo, NY 14202

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)



# TOWN OF AMHERST



## TRAFFIC SAFETY BOARD

MUNICIPAL BUILDING - 5583 MAIN STREET, WILLIAMSVILLE, NEW YORK 14221  
TRAFFIC SAFETY COORDINATOR - TELEPHONE 631-7154 - FAX 631-7222

MICHAEL SZUKALA  
*Councilmember &  
Liaison Officer*

### Memorandum

September 28, 2021

ERIC FRAAS  
*Chairman*

TO: Patrick G. Lucey - Highway Superintendent

DANIEL J. RIDER, P.E.  
*Vice Chairman*

FROM: Christopher P. Schregel - Traffic Safety Coordinator

CHRISTOPHER P. SCHREGEL  
*Traffic Safety  
Coordinator*

RE: Bailey baseline data collection - Speed and Volume Count Request

### MEMBERS

May the Highway Department place single counters at all the location indicated on the attached map in a manner to collect vehicles in bot directions?

MICHELLE NAGEL  
KENNETH A. SMITH  
J. MICHNIEWICZ, P.E., P.T.O.E.  
MARK STORCH  
MAXWELL KAHN  
KEVIN CANTWELL  
KRISTIN GOSS  
GREGORY DIONNE

Please forward results to my office upon completion. Thank you in advance.

### DEPT. LIAISONS

THOMAS VOIGHT  
*Planning*

CAPTAIN KEVIN BROWN  
*Police*

JOE FRESE  
*Building*

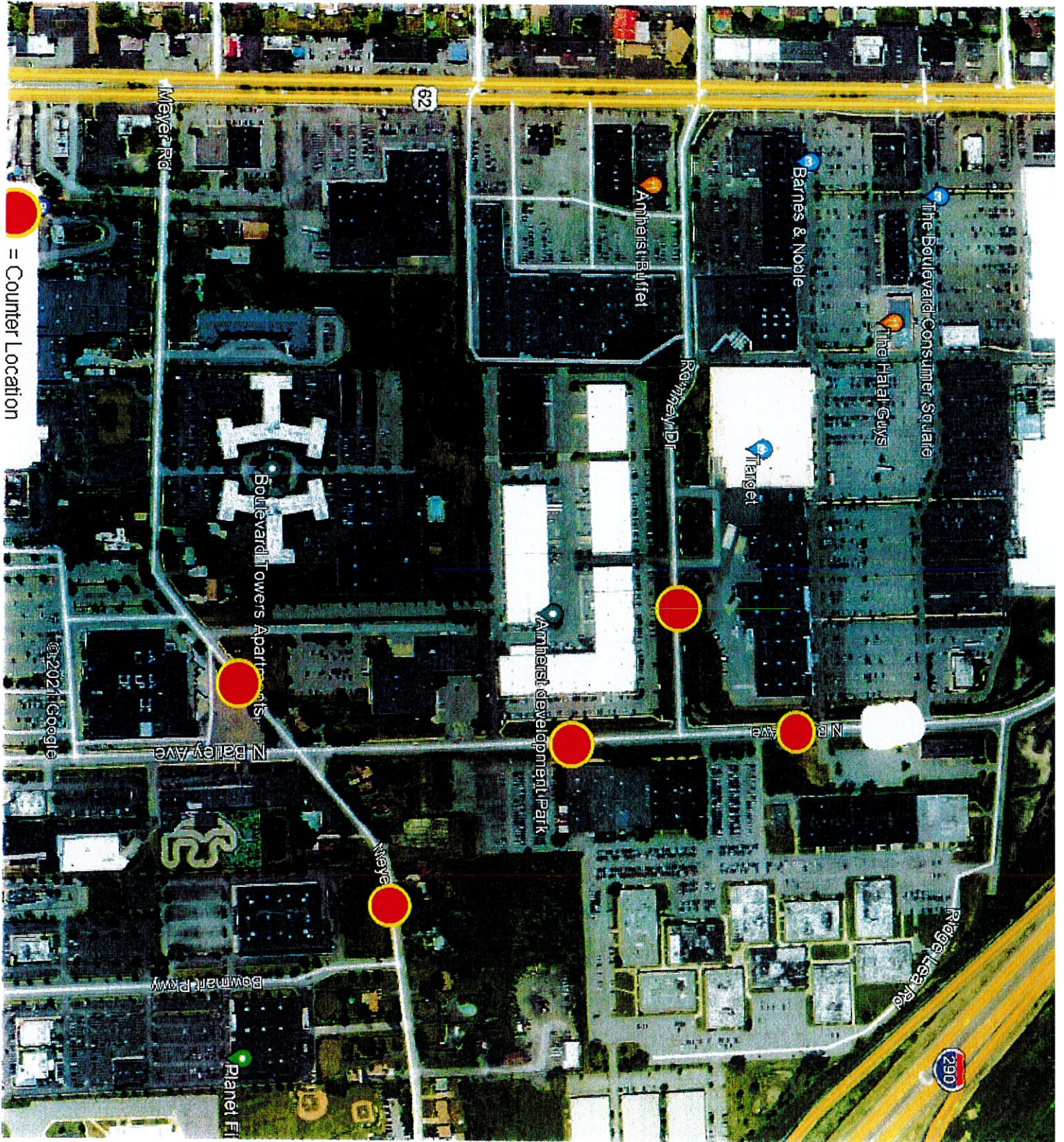
ALAN SPOTH  
*Highway*



CPS/sd  
cc: Al Spoth, Highway Department  
Dan Howard, Planning Department

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)









Town of Amherst Planning Department

Erie County, New York



7.3.a

Brian J. Kulpa  
Supervisor

Daniel C. Howard, AIC  
Planning Director

Daniel J. Ulatowski, AIC  
Assistant Planning Director

# MEMORANDUM

August 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 Agent  
Integrated Review Coordinator, ECDEP  
Edward Rutkowski, SEQR Review Coordinator, NYSDOT

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO AMEND THE COMPREHENSIVE PLAN AND TO REZONE 14.8± ACRES OF LAND FROM CTR-8 TO RD, BCPA-2021-01 & Z-2021-07; PROPERTY LOCATED AT 4252-4258 RIDGE LEA ROAD (BDC). BENDERSON DEVELOPMENT COMPANY 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: A VEGETATIVE BUFFER SHOULD BE MAINTAINED AND ENHANCED ALONG THE NORTH

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

LINE OF THE 8 EXISTING DWELLINGS ALONG MEYER ROAD WHICH ADJUT THE SUBJECT PROJECT, AS WELL AS, THE EAST LINE OF 390 MEYER RD

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

Signature: D. Ulatowski Date: 9/16/2021

DU/RR/ac

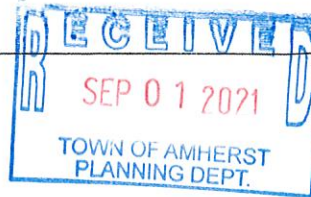
X:\Current\_Planning\Files\Bicentennial Comp Plan Amends\BCPA-2021-01\_(4252-4258 Ridge Lea Road)\_2021\BCPA-2021-01\_Transmittal\_082321.doc

cc: Scott Marshall, Principal Planner

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

Amherst

Town of Amherst Planning Department



Erie County, New York

Brian J. Kulpa  
Supervisor  
Daniel C. Howard,  
Planning Director  
Daniel J. Ulatowski  
Assistant Planning Director



MEMORANDUM

August 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  
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Integrated Review Coordinator, ECDEP  
Edward Rutkowski, SEQR Review Coordinator, NYSDOT

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO AMEND THE COMPREHENSIVE PLAN AND TO REZONE 14.8± ACRES OF LAND FROM CTR-8 TO RD, BCPA-2021-01 & Z-2021-07; PROPERTY LOCATED AT 4252-4258 RIDGE LEA ROAD (BDC). BENDERSON DEVELOPMENT COMPANY LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: N/A

General comments relative to your agency interests: Assessor's office has

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.) No issue w/ Rezone and Amendment

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

Signature: [Signature] Date: 8/24/21

DU/RR/ac

X:\Current\_Planning\Files\Centennial Comp Plan Amends\BCPA-2021-01\_(4252-4258 Ridge Lea Road)\_2021\BCPA-2021-01\_Transmittal\_082321.doc

cc: Scott Marshall, Principal Planner

TO: Dan Ulatowski  
From: Dave Marrano  
Date: 8/24/21

C.C. Walbran

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)



Town of Amherst Planning Department

Erie County, New York

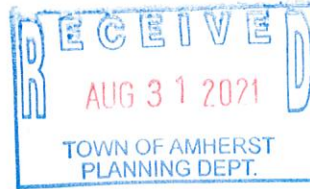


7.3.a

Brian J. Kulpa  
Supervisor

Daniel C. Howard, AICP  
Planning Director

Daniel J. Ulatowski, AICP  
Assistant Planning Director



August 23, 2021

**MEMORANDUM**

**TO:** Kathy Cooper, Deputy Town Clerk  
Daniel Ulatowski, Principal Planner  
Dave Marrano, Town Assessor  
Douglas Gesel, Supervising Code Enforcement Officer, Building Department  
Jeffrey Burroughs, Town Engineer  
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief  
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)  
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Stan Sliwa, Town Attorney (Local Law Only)  
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent  
Integrated Review Coordinator, ECDEP  
Edward Rutkowski, SEQR Review Coordinator, NYSDOT

**RECEIVED**

AUG 25 2021

TOWN OF AMHERST  
BUILDING DEPT

**FROM:** Daniel J. Ulatowski, AICP, Assistant Planning Director

**SUBJECT:** REQUEST TO AMEND THE COMPREHENSIVE PLAN AND TO REZONE 14.8± ACRES OF LAND FROM **CTR-8 TO RD, BCPA-2021-01 & Z-2021-07**; PROPERTY LOCATED AT **4252-4258 RIDGE LEA ROAD (BDC)**. BENDERSON DEVELOPMENT COMPANY 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 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:** Doug Gesel **Date:** 31 Aug 2021

DU/RR/ac

X:\Current\_Planning\Files\Bicentennial Comp Plan Amends\BCPA-2021-01\_(4252-4258 Ridge Lea Road)\_2021\BCPA-2021-01\_Transmittal\_082321.doc

cc: Scott Marshall, Principal Planner

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)





Brian J. Kulpa  
Supervisor

Daniel C. Howard, AICP  
Planning Director

Daniel J. Ulatowski, AICP  
Assistant Planning Director

## MEMORANDUM

August 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  
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Integrated Review Coordinator, ECDEP  
Edward Rutkowski, SEQR Review Coordinator, NYSDOT

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO AMEND THE COMPREHENSIVE PLAN AND TO REZONE 14.8± ACRES OF LAND FROM CTR-8 TO RD, BCPA-2021-01 & Z-2021-07; PROPERTY LOCATED AT 4252-4258 RIDGE LEA ROAD (BDC). BENDERSON DEVELOPMENT COMPANY 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: [Signature] Date: 8/30/21

DU/RR/ac

X:\Current\_Planning\Files\Bicentennial Comp Plan Amends\BCPA-2021-01\_(4252-4258 Ridge Lea Road)\_2021\BCPA-2021-01\_Transmittal\_082321.doc

cc: Scott Marshall, Principal Planner



Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)



Town of Amherst Planning Department

Erie County, New York



7.3.a

Brian J. Kulpa  
Supervisor

Daniel C. Howard, AIC  
Planning Director

Daniel J. Ulatowski, AIC  
Assistant Planning Director

450098

**MEMORANDUM**

August 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)  
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Stan Sliwa, Town Attorney (Local Law Only)  
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent  
Integrated Review Coordinator, ECDEP  
Edward Rutkowski, SEQOR Review Coordinator, NYSDOT

**FROM:** Daniel J. Ulatowski, AICP, Assistant Planning Director

**SUBJECT:** REQUEST TO AMEND THE COMPREHENSIVE PLAN AND TO REZONE 14.8± ACRES OF LAND FROM CTR-8 TO RD, BCPA-2021-01 & Z-2021-07; PROPERTY LOCATED AT 4252-4258 RIDGE LEA ROAD (BDC). BENDERSON DEVELOPMENT COMPANY 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 @ this time

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

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

Signature: [Signature] Date: 8/27/21

DU/RR/ac

X:\Current\_Planning\Files\Bicentennial Comp Plan Amends\BCPA-2021-01\_(4252-4258 Ridge Lea Road)\_2021\BCPA-2021-01\_Transmittal\_082321.doc

cc: Scott Marshall, Principal Planner

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

## Fadel, Bryan

**From:** Ulatowski, Daniel  
**Sent:** Thursday, August 26, 2021 4:27 PM  
**To:** Marshall, Scott; Voigt, Thomas J.; Roberta Rappoccio  
**Cc:** Fadel, Bryan  
**Subject:** FW: 4224 - 4256 Ridge Lea Rd rezoning T. Amherst  
**Attachments:** 4224-4256 Ridge Lea Rd T. Amherst.pdf; 4224-4256 Ridge Lea Rd T. Amherst p1 and p2.pdf

NYSDOT Review attached

**From:** Hayes, Ron (DOT) <Ron.Hayes@dot.ny.gov>  
**Sent:** Thursday, August 26, 2021 3:44 PM  
**To:** Ulatowski, Daniel <dulatowski@amherst.ny.us>  
**Cc:** Rutkowski, Edward (DOT) <Edward.Rutkowski@dot.ny.gov>; Smith, Douglas K (DOT) <Douglas.Smith@dot.ny.gov>  
**Subject:** 4224 - 4256 Ridge Lea Rd rezoning T. Amherst

**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 Lead Agency.
- The proposed project will not have a significant impact to traffic on the State Highway System.
- Based upon the Site Plan submitted, it does not appear that any proposed work is located within the State Highway Right-of-Way (ROW). However, if any proposed work is located within the State Highway Right-of-Way then a NYSDOT Highway Work Permit will be required.

Please do not hesitate to contact me if you have any questions or concerns.

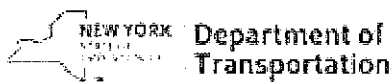
Thank you,

Ron Hayes

**Ronald J. Hayes**  
Planning and Program Management

New York Department of Transportation  
100 Seneca Street, Buffalo, NY 14203

(716) 847-3381 | (518) 810-9951 cell  
[Ron.Hayes@dot.ny.gov](mailto:Ron.Hayes@dot.ny.gov) [www.dot.ny.gov](http://www.dot.ny.gov)



Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

PETITION to STOP the PROPOSED CONSTRUCTION of a DELTA SONIC SOAP FACTORY IMMEDIATELY  
BEHIND MEYER RD RESIDENCES

We the undersigned homeowners and residents of Meyer Rd vehemently oppose this project!!

Our goals in stopping this factory include but are not limited to:

1. Preserving our property values
2. Preserving our quality of life
3. Preserving what is currently one of the few remaining wildlife habitats in our area

Our concerns related to this project include but are not limited to:

1. Health impact from hazardous chemicals
2. Light Pollution
3. Noise Pollution
4. Air Pollution
5. Traffic
6. Crime
7. Rats



Printed Name.

Address.

Signature

|    |                                              |                 |
|----|----------------------------------------------|-----------------|
| 1  | Russell Mooney 370 Meyer                     | [Signature]     |
| 2  | Rosemary Lasker 350 Meyer Rd 14524           | [Signature]     |
| 3  | Jan Marie Rafter 300 Meyer Rd 10226          | [Signature]     |
| 4  | David Rafter 350 Meyer Rd                    | [Signature]     |
| 5  | Ernest C. Kemp 290 MEYER                     | [Signature]     |
| 6  | Debra Kaiser 254 Meyer Rd                    | D. Kaiser       |
| 7  | Maureen Helmig 246 Meyer Rd                  | Maureen Helmig  |
| 8  | Todd Helmigs 246 Meyer Rd                    | [Signature]     |
| 9  | Sheila Goldberg 306 Meyer                    | Sheila Goldberg |
| 10 | William Everett 325 MEYER RD                 | WILLIAM EVERETT |
| 11 | Jan + Kim Lowdick 382 Meyer Rd. Amherst N.Y. | [Signature]     |
| 12 | Della Gutz 362 meyer Rd                      | Arbustiny       |
| 13 | John Duggan 331 Meyer Rd                     | John Duggan     |

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)



|     | Name.                | Address.        | Signature         |
|-----|----------------------|-----------------|-------------------|
|     | 14 Anthony Casey     | 390 Meyer Rd    | Anthony Casey     |
|     | 15 Melvin Taylor     | 354 Meyer Rd    | Melvin Taylor     |
|     | 16 Pamela Taylor     | 354 Meyer Rd    | Pamela Taylor     |
|     | 17 Diane Vitel       | 260 MEYER Rd.   | Diane Vitel       |
| CAR | 18 Brooke Hicks      | 307 Reist St.   | Brooke Hicks      |
| CAR | 19 Christina Hicks   | 62 Mahogany Dr  | Christina Hicks   |
| CAR | 20 Josh Hicks        | 62 Mahogany Dr  | Josh Hicks        |
| CAR | 21 Colleen Stockdale | 300 Maynard Dr. | Colleen Stockdale |
| CAR | 22 Kaitlyn Silla     | 483 Emerson Dr. | K. Silla          |
| CAR | 23 Nick DiCarmo      | 483 Emerson Dr. | N. DiCarmo        |
| CAR | 24 Jeremiah Hicks    | 307 Reist St    | Jeremiah Hicks    |
| CAR | 25 Robert Stockdale  | 300 Maynard Dr. | Robert Stockdale  |
|     | 26 Elizabeth Hughes  | 5910 Meyer Rd   | Elizabeth Hughes  |
|     | 27 Susan Holt        | 3710 Meyer Rd   | Susan Holt        |
|     | 28 KENNETH C HOLT    | 3710 MEYER RD   | Kenneth C Holt    |
|     | 29 WILLIAM D KUEIS   | 378 MEYER RD    | William D Kueis   |
|     | 30 Geri DiCarmo      | 378 Meyer Rd    | Geri DiCarmo      |
|     | 31                   |                 |                   |
|     | 32                   |                 |                   |
|     | 33                   |                 |                   |
|     | 34                   |                 |                   |
|     | 35                   |                 |                   |

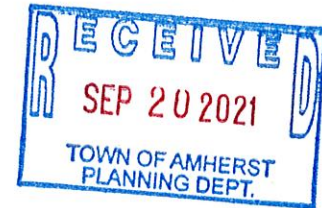
CAR - concerned Amherst resident

# Meyer Road Residents and Homeowners

---

Town of Amherst Planning Board  
5583 Main Street  
Williamsville, NY 14221

September 13, 2021



To Whom it May Concern:

With regard to preventing the planned construction of a factory on the property located at 4252-4258 Ridge Lea Rd that is directly behind our homes on Meyer Road. The Meyer Road homeowners (your neighbors) hope that you will read and give your full consideration to our concerns as if it were your property being affected.

We strenuously object to the location of this factory behind our homes for these reasons:

- Property Devaluation
- Health Implications
- Light Pollution
- Air Pollution
- Noise Pollution
- Water Pollution
- Rats
- Crime
- Traffic
- Annihilation of the habitat and wildlife

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

We currently endure increased traffic and on street parking during the May through September Mel Ott season due to insufficient parking space in the Mel Ott parking lot. Now we will be asked to have our homes be located between the factory parking lot which would border our back yard and the Mel Ott over-parking in our front yard making us feel like we live in a used car lot and further devalue our properties. Perhaps they would consider purchasing properties adjacent to Mel Ott, freeing up a larger portion of their land for development.

We are sorely disappointed in the lack of consideration that has been given to us as long term taxpayers and homeowners of this Amherst neighborhood in that a factory is even being considered so close to our residences.

Please show us that our town will keep its residents best interests in mind when determining the best use for properties within our boundaries and set limits on what developers will be allowed to inflict on their neighbors.

We invite you to come visit and see first hand the adverse impact this will have on our neighborhood.

Sincerely,

*Diane VITEL*

Signature

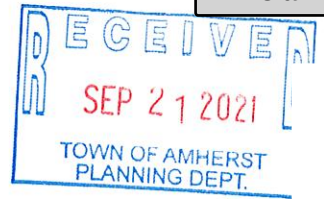
*Diane VITEL*

Address. 260 MEYER RD  
AMHERST, NY 14226

Date

9/18/21

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)



# Meyer Road Residents and Homeowners

---

Town of Amherst Planning Board  
5583 Main Street  
Williamsville, NY 14221

September 13, 2021

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- Annihilation of the habitat and wildlife

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We invite you to come visit and see first hand the adverse impact this will have on our neighborhood.

Sincerely,

Bonnie Siegel

Signature

290 Meyer Road Amherst, NY 14226

Address.

Date

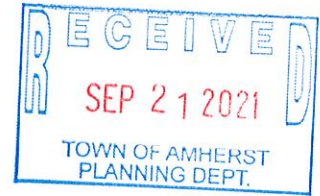
9/19/21

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)



# Meyer Road Residents and Homeowners

---



Town of Amherst Planning Board  
5583 Main Street  
Williamsville, NY 14221

September 13, 2021

To Whom it May Concern:

With regard to preventing the planned construction of a factory on the property located at 4252-4258 Ridge Lea Rd that is directly behind our homes on Meyer Road. The Meyer Road homeowners (your neighbors) hope that you will read and give your full consideration to our concerns as if it were your property being affected.

We strenuously object to the location of this factory behind our homes for these reasons:

- Property Devaluation
- Health Implications
- Light Pollution
- Air Pollution
- Noise Pollution
- Water Pollution
- Rats
- Crime
- Traffic
- Annihilation of the habitat and wildlife

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

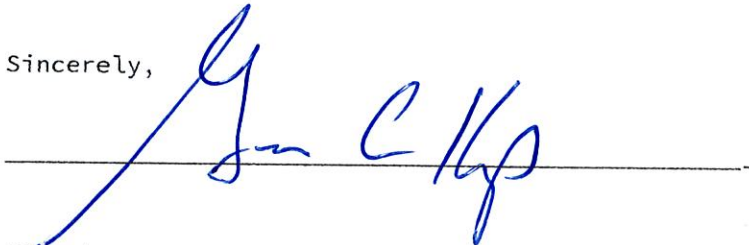
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Please show us that our town will keep its residents best interests in mind when determining the best use for properties within our boundaries and set limits on what developers will be allowed to inflict on their neighbors.

We invite you to come visit and see first hand the adverse impact this will have on our neighborhood.

Sincerely,



Signature

GORDON C. KEMP

Address.

290 MEYER RD  
AMHERST NY  
14226

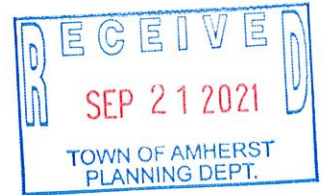
Date

9-21-21

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

# Meyer Road Residents and Homeowners

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Town of Amherst Planning Board  
5583 Main Street  
Williamsville, NY 14221

September 13, 2021

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Sincerely,

Sheila Goldberg

Signature

Sheila Goldberg

Address.

306 Meyer Rd

Date

9/15/21

# Meyer Road Residents and Homeowners

---



Town of Amherst Planning Board  
5583 Main Street  
Williamsville, NY 14221

September 13, 2021

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Sincerely,

Julie M Sykes Julie Sykes

Signature

Robert C Sykes Robert Sykes

Address.

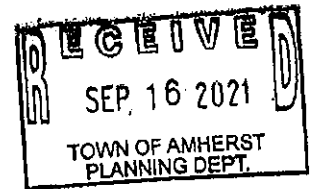
Date 9-27-21

310 Meyer Rd  
Amherst Wy 14224

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

# Meyer Road Residents and Homeowners

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Town of Amherst Planning Board  
5583 Main Street  
Williamsville, NY 14221

September 13, 2021

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Sincerely,

CAROLYN H. EVERETT

Signature

Carolyn H. Everett

Address.

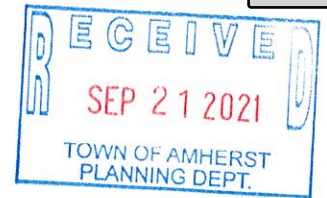
325 MEYER RD  
AMHERST, NY 14226

Date

9/13/21

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)





# Meyer Road Residents and Homeowners

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Town of Amherst Planning Board  
5583 Main Street  
Williamsville, NY 14221

September 13, 2021

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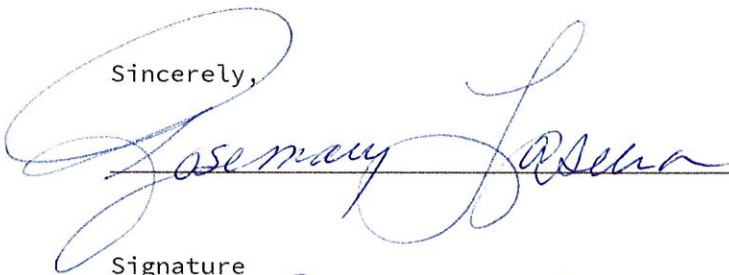
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Sincerely,

\_\_\_\_\_

Signature

350 Mayer Rd. Buff. N.Y. 14226

Address.

Date

Sept 13, 2021

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

# Meyer Road Residents and Homeowners

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Town of Amherst Planning Board  
5583 Main Street  
Williamsville, NY 14221

September 13, 2021

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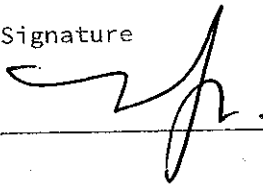
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Sincerely,

Melvin L - Taylor JR

Signature



Address.

354 Meyer Rd  
Amherst, NY 14226

Date

9/20/21

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

# Meyer Road Residents and Homeowners

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5583 Main Street  
Williamsville, NY 14221

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Sincerely,

Della Gray - Hasley

Signature

Della Gray - Hasley

Address.

362 Meyer  
Rd Amherst, NY 14226

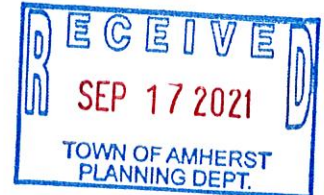
Date

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# Meyer Road Residents and Homeowners

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Town of Amherst Planning Board  
5583 Main Street  
Williamsville, NY 14221



September 13, 2021

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Sincerely,

Susan Holt

Signature

Susan Holt 9/17/21

Address.

Date

340 Meyer Rd  
Amherst, NY 14226

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

# Meyer Road Residents and Homeowners

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Town of Amherst Planning Board  
5583 Main Street  
Williamsville, NY 14221



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Sincerely,

KENNETH C. HOLT

Signature

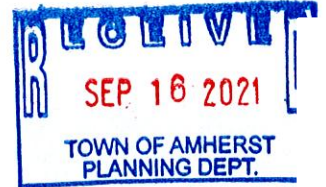
Kenneth C. Holt

Address.

370 MEYER RD

Date 9-17-2021

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)



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5583 Main Street  
Williamsville, NY 14221

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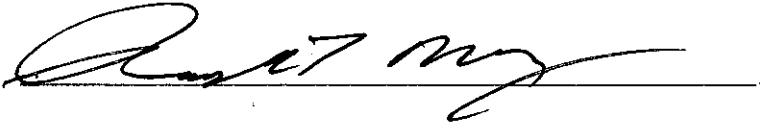
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Sincerely,



Signature

374 Meyer

9-14-2021

Address.

Date

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

# Meyer Road Residents and Homeowners

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Town of Amherst Planning Board  
5583 Main Street  
Williamsville, NY 14221

September 13, 2021



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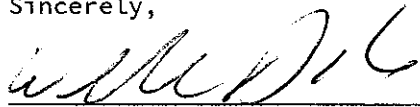
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Sincerely,



Signature

378 MEYER RD AMHERST 9-17-21

Address.

Date

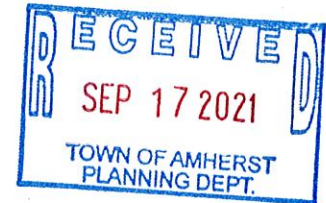
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Town of Amherst Planning Board  
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Williamsville, NY 14221

September 13, 2021



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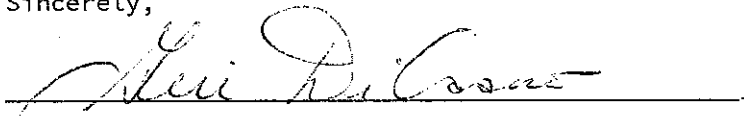
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Sincerely,



Signature

378 Meyer Rd 9/17/21

Address.

Date

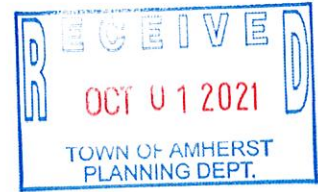
Attached please find the aforementioned petition and a detailed description of our concerns.

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)



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](http://www.amherst.ny.us)  
[dmarrano@amherst.ny.us](mailto:dmarrano@amherst.ny.us)



## Memorandum

October 4, 2021

To: Francina Spoth, Town Clerk

Re: Petition – 4252-4258 Ridge Lea Road

The protest petition for 4252-4258 Ridge Lea Road has **not** been signed by the required property owners of one of Zoning Ordinance section XXI, Article 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

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

Cheryl E. Walfrand  
Senior Real Property Appraiser

cc: Emily Murphy  
Assessor

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)



## Amherst Town Board

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Town Clerk  
 Initiated by: **Timothy Koller**  
 Co-Sponsored by:

DOC ID: 25025

### RESOLUTION 2021-1031

**HEARING CLOSED**

## 1789 Dodge Road Rezoning

Request to rezone 6.7± acres of land from SA to R-3.

The Town Board is requested to not act on the subject rezoning request at its meeting of November 22, 2021 other than to conduct a public hearing. A SEQR determination and a draft resolution of approval or denial will be prepared when the Town Board establishes a decision date. Therefore, following the close of the public hearing, our office request that the subject matter be placed under Unfinished Business, consistent with rule 5G of the Town Board Rules of Order.

### **11/22/2021**

A motion to open the public hearing was made by Deputy Supervisor Berger, seconded by Councilmember Szukala and unanimously approved 4-0. The public hearing was opened at 8:06 PM.

Attorney Sean Hopkins, presented. Joe Rubino also spoke.

The following speakers addressed the Town Board and voiced their opposition and concern's:

William Pitz, 1815 Dodge Rd.  
 Barbara Makuch, 143 Brenridge Dr.  
 David Mack, 65 Larchmont Rd.  
 Merja Kenola, 1800 Dodge Rd.  
 Cheryl Anastasia, 1860 Dodge Rd.  
 Daniel Ohar, 1970 Dodge Rd.  
 Nick Rockwell, 1765 Dodge Rd.  
 Annalise Carpaccio, 1810 Dodge Rd.

There were no further speakers, therefore Deputy Supervisor Berger moved to keep the hearing open and to set a decision date for the January 18th Town Board meeting, seconded by Councilmember Bucki and unanimously approved 4-0. This hearing was adjourned at 9:08 PM.

### **1/18/2022**

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 7:49 PM.

Attorney Sean Hopkins, presented. Joe Rubino also spoke.

The following speakers addressed the Town Board and voiced their opposition:

William Pitz, 1815 Dodge Rd.  
 Nick Rockwell, 1765 Dodge Rd.  
 Stacy Mack, 1790 Dodge Rd.



Cheryl Anastasia, 1860 Dodge Rd.  
Annalise Carpaccio, 1810 Dodge Rd.  
Merja Kenola, 1800 Dodge Rd.  
Daniel Ohar, 1970 Dodge Rd.

As there were no further speakers, Supervisor Kulpa moved to close the public hearing and set a decision date for the February 7<sup>th</sup> Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 8:53 PM.

**RESULT:        HEARING CLOSED**





## Town Board Agenda of November 22, 2021

November 16, 2021

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

Subject: Request to rezone 6.7± acres of land from SA to R-3, Z-2020-15;  
property located at 1789 Dodge Road, Joe Rubino, Petitioner.

### Honorable Members:

The subject property is a 6.7± acre trapezoid shaped parcel located on the east side of Dodge Road, approximately 1,250± feet northeast of the intersection of Dodge Road and Casey Road, and 120± feet northeast of Brenridge Road. The site has 406.20± ft. of frontage on Dodge Road and a maximum depth of 857.48± ft.

The property presently contains a single family home with garage and barn.

Dodge Road is an Erie County Highway designated as a collector roadway 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 amend zoning for this property to permit development of a 16-lot residential subdivision and related site improvements. The proposed development will consist of 15 detached single family home lots and a stormwater management lot located in the eastern most portion of the property. A public roadway ending in a hammer-head turnaround and a single curb cut onto Dodge Road are proposed. The frontage along Dodge Road, for a depth of seventy-five feet is proposed to remain as greenspace with the exception of the access roadway. Approximately 2.7± acres of the 6.7± acre site are proposed to remain as permanent open space along the north, south and western boundaries of the parcel.

There is no history of any previous rezoning requests or site plan approvals for the subject property.

continued . . .

Other considerations for the rezoning request include a protest petition with 35 signatures submitted by the adjacent property owners on April 14, 2021 and validated by the Town Assessor on April 29, 2021. The protest petition requires a supermajority vote by the Town Board to act on the petition.

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 of the Bicentennial Comprehensive Plan is the Conceptual Land Use Plan. The Land Use Plan recommends the parcel at 1789 Dodge Road as "Single Family Residential". The corresponding text (Section 3.3.1) indicates that opportunities exist for infill residential development at a scale and in character with existing surrounding residential areas. The proposed concept plan includes housing that is dissimilar to surrounding larger lot homes.

#### INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

The proposal is inconsistent 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

The project site is surrounded by residential zoning districts and development of varying intensities. Adjacent to the north, south and east are single family residential uses on larger lots, zoned Suburban Agriculture (SA), and across Dodge Road to the west are also single family residential uses zoned Residential District -Three (R-3). The scale and density of the proposed concept plan is not in character with the surrounding existing larger lot single family residential development.

#### ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the proposed rezoning are available and adequate at the subject location. This is a Type I action, and an environmental assessment consistent with SEQR has been prepared for the subject proposal. The Town Board has been established as Lead Agency. Pursuant to Local Law #3-82, as amended, the requirements of SEQR must still be completed if the Town Board desires to approved the proposed rezoning request. A draft SEQR determination will be prepared by the Planning Department if directed. A SEQR determination is not required if the Town Board concurs with the recommendation below.

continued . . .

RECOMMENDATION

The Planning Board recommends that your Honorable Body concur with their findings that the subject request be denied.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Daniel C. Howard".

Daniel C. Howard, AICP  
Planning Director

DH/RR /ac

Att.

X:\Current\_Planning\Files\Rezoning\2020\Z-2020-15\_(1789\_Dodge\_Rd)\_2020\Z-2020-15\_TB letter 112221\_.docx

cc: Stanley Sliwa, Town Attorney

Planning Board Denial September 23, 2021  
Ayes 5, Noes 2 (Gelber, Gilmour)

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)

TOWN OF AMHERST  
PLANNING BOARD  
ZONING RESOLUTION  
Z-2020-15

PETITIONER

Joe Rubino  
c/o Sean Hopkins, Esq.  
Hopkins, Sorgi & McCarthy PLLC  
5500 Main Street, Suite 343  
Williamsville, New York 14221

PROPERTY LOCATION

1789 Dodge Road

OCT 01 '21 AM 9:56 RCVD

WHEREAS the Town of Amherst Planning Board on Thursday, September 23, 2021 held a remote public hearing on the proposed rezoning of land from Suburban Agriculture District (SA) to Single Family Residential District Three (R-3), 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 inconsistent with the policies of the Comprehensive Plan and the Zoning Ordinance.
- B. The proposal is consistent with the Conceptual Land Use Plan which shows Single Family Residential use in this area of the Town.
- C. There are adequate services and utilities available or proposed to be made available in the construction of the development.
- D. The proposal is not compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.
- E. The subject property is suitable for uses permitted by the current versus the proposed district.
- F. The proposed change does tend to improve the balance of uses, or meets a specific demand in the Town.

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)

TOWN OF AMHERST  
PLANNING BOARD  
ZONING RESOLUTION  
Z-2020-15

PETITIONER

Joe Rubino

PROPERTY LOCATION

1789 Dodge Road

OCT 01 '21 AM 9:56 RCV

- G. 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. The NYSDEC has determined that regulated freshwater wetland CC-15 and its regulated 100-foot-wide adjacent area is located on or adjacent to the subject site.

WHEREAS 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 denied as the proposed scale of development as presented is not in character with the surrounding neighborhood.

The foregoing resolution was adopted by the Town of Amherst Planning Board, September 23, 2021; moved by – Giuliani; seconded by – Gill; ayes 5, noes 2 (Gelber, Gilmour).



Robert J. Gilmour, Chair

9-30-21  
Date

RR/bf

X:\Current\_Planning\Files\Rezoning\2020\Z-2020-15\_(1789\_Dodge\_Rd)\_2020\Z-2020-15\_Resolution\_092321.docx

cc: Town Clerk  
Commissioner of Building  
Highway Superintendent  
Town Engineer  
Traffic/Safety Coordinator  
Joe Rubino, c/o Hopkins Sorgi & McCarthy, PLLC, 5500 Main St., Ste. 343, Williamsville, NY 14221  
Christopher Wood, P.E., Carmina Wood Morris, DPC, 487 Main St., Suite 600, Buffalo, NY 14202

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)



Amended Rezoning Application &  
Supporting Documentation  
Rezoning of 1789 Dodge Road from SA to R-3  
Applicant: Joe Rubino  
Date: August 16, 2021



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

7.4.a

**TOWN OF AMHERST PLANNING DEPARTMENT**

Original

**Application for Rezoning Review and, if required Comprehensive Plan Amendment**

For Official Use

File #: 2-2020-15 Acreage 6.7 Fee \$ \_\_\_\_\_

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/acre or fraction  
thereof over 2 acres

\$1,250.00

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:** \$ 2,515.00 [Filing Fee paid previously]

[Note: A completed Amended Part 1 of the Full Environmental Assessment Form dated August 16, 2021 along with Page 5[a] is attached as Exhibit "2".]

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

**TO BE COMPLETED BY APPLICANT**

1. **Petitioner:** Name: Joe Rubino  
 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: SA District

To: R-3 District

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

1789 Dodge Road

SBL #: 42.00-1-45.2

4. **Area of land to be rezoned (in acres):** 6.7 acres

5. **Owner of Land:**

Name: Joe Rubino

Address: 1789 Dodge Road, East Amherst, NY 14051

Telephone: \_\_\_\_\_

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

Other Representative:  
 Christopher Wood, P.E.  
 Carmina Wood Morris DPC  
 487 Main Street, Suite 600  
 Buffalo, New York 14202  
 Tel: 842-3165 [Ext. 103]  
 E-mail: cwood@cwm-ae.com

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

7. **Petitioner's interest in property** [Note: Authorization Letter of the Property Owner signed on December 28, 2020 attached as Exhibit "1" of this Amended Rezoning Application.]

\_\_\_\_\_ Option to purchase

  X   Owner

\_\_\_\_\_ Other (explain) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Not Applicable.

\_\_\_\_\_  
\_\_\_\_\_

9. **Attach Survey and Legal description of land to be rezoned. The Survey must be prepared by a New York State Licensed Land Surveyor.** Legal description of property to be rezoned from SA to R-3 is attached as Exhibit "3" and copy of the Survey prepared by Nussbaumer & Clarke Inc. is 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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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 15 [The Applicant was previously proposed 17 residential lots for detached single-family homes]
- B. Distribution of dwelling units by type The dwelling units will consist exclusively of detached single-family homes on individual lots.
- C. Gross Residential Density per acre 2.23 homes per acre.
- D. Total amount of Open Space 2.7 acres
- E. Proposed Non-Residential Floor Area Not Applicable

[Note: A reduced size copy of the Concept Plan Plan [Drawing C-100] prepared by Carmina Wood Morris is provided at Exhibit "7" and a full size copy is also attached.]

13.

**Development Schedule:**

Start Spring 2022

Finish 2023 [Completion date dependent on build-out period for the single-family homes.]

Stages (# of) 1

14.

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

The single-family homes and residential lots will be sold.

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)

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

Greenspace and landscaping will be privately owned and maintained. With the exception of the Permanent Open Space on the rear of the 15 proposed residential lots, the Permanent Open Space along the Dodge Road frontage and on the easternmost portion of the Project Site will be owned and maintained by association to be formed.

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](http://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-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)

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.

**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 \$ N/A 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.

[Note: Authorization Letter of Property Owner signed attached as Exhibit "1".]

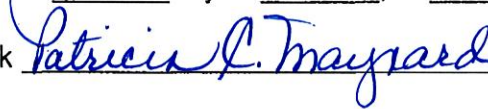


Counsel for Petitioner

Signature of Petitioner

Subscribed and sworn to before me this 16th day of August, 20 21

Notary Public, Erie County, New York



PATRICIA C. MAYNARD  
Notary Public, State of New York  
Registration No. 01MA6  
Qualified in Erie County  
Commission Expires Dec. 31, 2023

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

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

2. For the purpose of this section an officer or employee shall be deemed to have an interest in the applicant when he, his spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them
  - (a) is the applicant, or
  - (b) is an officer, director, partner or employee of the applicant, or
  - (c) legally or beneficially owns or controls stock of a corporate applicant or is a member of a partnership or association applicant, or
  - (d) is a party to an agreement with such an applicant, express or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable approval of such applicant, petition or request.
3. In the county of Nassau the provisions of subdivisions one and two of this section shall also apply to a party officer. "Party Officer" shall mean any person holding any position or office, whether by election, appointment or otherwise, in any party as defined by subdivision four or section two of the election law.
4. Ownership of less than five per cent of the stock of a corporation whose stock is listed on the New York or American Stock Exchanges shall not constitute an interest for the purposes of this section.
5. A person who knowingly and intentionally violates this section shall be guilty of a misdemeanor.

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

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)



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**Exhibit 1 – Authorization Form of Property  
Owner as Signed on December 28, 2020**

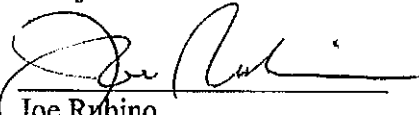
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**AUTHORIZATION**

Joe Rubino, as the owner of property located at 1789 Dodge Road in the Town of Amherst [SBL 42.00-1-45.2] (the "Project Site") hereby authorizes Hopkins Sorgi & McCarthy PLLC and Carmina Wood Morris DPC, to seek all required approvals and permits from the Town of Amherst and other involved governmental agencies relative to the intended use of the Project Site as a residential subdivision including but not limited to an amendment of the zoning classification of the Project Site from SA to R-3.

Date: December 28, 2020

  
Joe Rubino



---

**Exhibit 2 – Part 1 of the Amended  
Full Environmental Assessment Form  
Prepared Pursuant to the State Environmental  
Quality Review Act (“SEQRA”) with  
Attached Page 5[a]**

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### 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 1 is accurate and complete.

#### A. Project and Applicant/Sponsor Information.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                          |                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-----------------|
| Name of Action or Project:<br>Proposed Residential Subdivision                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                          |                 |
| Project Location (describe, and attach a general location map):<br>1789 Dodge Road - Town of Amherst - Erie County                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                          |                 |
| Brief Description of Proposed Action (include purpose or need):<br>The proposed project ("action") consists of a rezoning of approximately 6.7 acres of land at 1789 Dodge Road ("Project Site") from Suburban Agriculture ("S-A") to Residential District Three ("R-3") to accommodate a proposed 18 lot residential subdivision (15 homes) along with all related site improvements. A copy of the Sketch Plan [Drawing C-100 - Date: 07/14/21] depicting the layout of the proposed residential subdivision as prepared by Carmina Wood Morris DPC is attached to the Amended Rezoning Application. The frontage of the Project Site will consist of Permanent Open Space. The proposed action has been defined broadly to include all required discretionary approvals and permits as well as all proposed site improvements including proposed detached single family homes, a public roadway, a roadway connection onto Dodge Road, driveways, lighting, an on-site storm water management system, and all required utility improvements. The project purpose is to develop the Project Site for Single-Family Residential Use per the recommended land use in Figure 6 of the Town's adopted Comprehensive Plan. The Project Sponsor believes the project will not result in any potentially significant adverse environmental impacts and that the issuance of a negative declaration by the designated lead agency [anticipated to be the Amherst Town Board] is both appropriate and justified. |                                                          |                 |
| Name of Applicant/Sponsor:<br>Joe Rubino c/o Sean Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Telephone: 716.510-4338<br>E-Mail: shopkins@hsmlegal.com |                 |
| Address: 5500 Main Street, Suite 343                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                          |                 |
| City/PO: Williamsville                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | State: New York                                          | Zip Code: 14221 |
| Project Contact (if not same as sponsor; give name and title/role):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Telephone:<br>E-Mail:                                    |                 |
| Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                          |                 |
| City/PO:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | State:                                                   | Zip Code:       |
| Property Owner (if not same as sponsor):<br>Same as Project Sponsor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Telephone:<br>E-Mail:                                    |                 |
| Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                          |                 |
| City/PO:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | State:                                                   | Zip Code:       |

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)

**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, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees | Town Board - Rezoning and Public Improvement Permits                                           | December 28, 2020 [Amended Application: August 16, 2021]            |
| b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No     | Planning Board - Preliminary Plat and Final Plat Approval                                      | To be determined                                                    |
| c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No          |                                                                                                |                                                                     |
| d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                   | Engineering Dept. - Stormwater Permit; Building Dept. - Demolition Permit and Building Permits | To be Determined                                                    |
| e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                        | ECDPW - Highway Work Permit; ECWA - Water; ECHD - Sewer and Water                              | To be Determined                                                    |
| f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                      |                                                                                                |                                                                     |
| g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                         | NYSDEC - SPDES Permit and DSCA Approval                                                        | To be Determined                                                    |
| h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                       |                                                                                                |                                                                     |
| i. Coastal Resources.                                                                                                         |                                                                                                |                                                                     |
| i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?                         |                                                                                                | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?                      |                                                                                                | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| iii. Is the project site within a Coastal Erosion Hazard Area?                                                                |                                                                                                | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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): [Note: The proposed action will not have any adverse impacts on the West Erie Canal Corridor.]

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):

**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?  
Suburban Agriculture District ("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? Residential District Three ("R-3")

**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?  
Volunteer Fire Department

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

**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)? Residential subdivision consisting of detached single-family homes on individual lots with public roadway.

b. a. Total acreage of the site of the proposed action? 6.7 acres  
 b. Total acreage to be physically disturbed? 3.7 acres  
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 6.7 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? 18 [There will be 15 lots for detached single-family homes.]

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: \_\_\_\_\_

f. Does the project include new residential uses?

☒ Yes ☐ No

If Yes, show numbers of units proposed.

|                                | <u>One Family</u> | <u>Two Family</u> | <u>Three Family</u> | <u>Multiple Family (four or more)</u> |
|--------------------------------|-------------------|-------------------|---------------------|---------------------------------------|
| Initial Phase                  | 15                |                   |                     |                                       |
| At completion<br>of all phases | 15                |                   |                     |                                       |

g. Does the proposed action include new non-residential construction (including expansions)?

☐ Yes ☒ No

If Yes,

- i. Total number of structures \_\_\_\_\_
- ii. Dimensions (in feet) of largest proposed structure: \_\_\_\_\_ height; \_\_\_\_\_ width; and \_\_\_\_\_ length
- iii. Approximate extent of building space to be heated or cooled: \_\_\_\_\_ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage?

☒ Yes ☐ No

If Yes,

- i. Purpose of the impoundment: \_\_\_\_\_
- ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☒ Other specify:  
Runoff from impervious surfaces on the Project Site including roof of homes, roadway and driveways.
- iii. If other than water, identify the type of impounded/contained liquids and their source.  
Not Applicable
- iv. Approximate size of the proposed impoundment. Volume: \_\_\_\_\_ million gallons; surface area: \_\_\_\_\_ acres
- v. Dimensions of the proposed dam or impounding structure: \_\_\_\_\_ height; \_\_\_\_\_ length
- vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):  
Earth fill.

**D.2. Project Operations**

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)

☐ Yes ☒ No

If Yes:

- i. What is the purpose of the excavation or dredging? \_\_\_\_\_
- ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards): \_\_\_\_\_
  - Over what duration of time? \_\_\_\_\_
- iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.  
\_\_\_\_\_  
\_\_\_\_\_
- iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No  
If yes, describe. \_\_\_\_\_
- v. What is the total area to be dredged or excavated? \_\_\_\_\_ acres
- vi. What is the maximum area to be worked at any one time? \_\_\_\_\_ acres
- vii. What would be the maximum depth of excavation or dredging? \_\_\_\_\_ feet
- viii. Will the excavation require blasting? ☐ Yes ☐ No
- ix. Summarize site reclamation goals and plan: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area?

☐ Yes ☒ No

If Yes:

- i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): There is a small wetland with a size of 0.054 acres on the eastern portion of the Project Site. and 436.3 linear feet of a jurisdictional ditch per the wetland delineation of the Project Site prepared by Earth Dimensions, Inc. dated December 21, 2020. The small wetland area is subject to the jurisdiction of the NYSDEC and USACE.

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

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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: \_\_\_\_\_ 6,600 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: \_\_\_\_\_ 6,600 gallons/day

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

Sanitary wastewater

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

If Yes:

- Name of wastewater treatment plant to be used: Town of Amherst Waste Water Treatment Plant 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

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

If Yes:

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

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

If Yes:

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

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

- vi. Describe any plans or designs to capture, recycle or reuse liquid waste: \_\_\_\_\_

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

If Yes:

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

\_\_\_\_\_ Square feet or \_\_\_\_\_ acres (impervious surface)

\_\_\_\_\_ Square feet or \_\_\_\_\_ acres (parcel size)

- ii. Describe types of new point sources. \_\_\_\_\_

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

- If to surface waters, identify receiving water bodies or wetlands: \_\_\_\_\_

- Will stormwater runoff flow to adjacent properties? ☐ Yes ☒ No

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

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

If Yes, identify:

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

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

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

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

If Yes:

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

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

- \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)
- \_\_\_\_\_ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)
- \_\_\_\_\_ Tons/year (short tons) of Perfluorocarbons (PFCs)
- \_\_\_\_\_ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)
- \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
- \_\_\_\_\_ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)



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 1/2 mile of the proposed site? ☐ Yes ☐ No

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

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

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

If Yes:

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

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

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

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

i. During Construction:

- Monday - Friday: \_\_\_\_\_ 7:00 am to 7:00 pm
- Saturday: \_\_\_\_\_ 7:00 am to 5:00 pm
- Sunday: \_\_\_\_\_ As needed
- Holidays: \_\_\_\_\_ Not Applicable

ii. During Operations:

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



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:  
Construction activities in furtherance of the construction of the proposed residential subdivision will result in temporary unavoidable adverse noise impacts during daytime hours. The project will not result in any long-term adverse noise impacts.

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:  
There will be lighting provided within the public right-of-way per Town's standards for a residential street.

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

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☒ No  
If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: \_\_\_\_\_

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

If Yes:

i. Product(s) to be stored \_\_\_\_\_

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

iii. Generally, describe the proposed storage facilities: \_\_\_\_\_

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

If Yes:

i. Describe proposed treatment(s): \_\_\_\_\_

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

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

If Yes:

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

- Construction: \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)
- Operation : \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)

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

- Construction: \_\_\_\_\_
- Operation: \_\_\_\_\_

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

- Construction: \_\_\_\_\_
- Operation: \_\_\_\_\_

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

If Yes:

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

ii. Anticipated rate of disposal/processing: \_\_\_\_\_

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

iii. If landfill, anticipated site life: \_\_\_\_\_ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: \_\_\_\_\_

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

### E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

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

ii. If mix of uses, generally describe: \_\_\_\_\_

The properties in the vicinity of the Project Site have various zoning classifications - The principal use of the nearby parcels consists of single-family homes on individual lots.

b. Land uses and covertypes on the project site.

| Land use or Covertypes                                                                   | Current Acreage | Acreage After Project Completion | Change (Acres +/-) |
|------------------------------------------------------------------------------------------|-----------------|----------------------------------|--------------------|
| • Roads, buildings, and other paved or impervious surfaces                               | .3              | 1.495                            | 1.2                |
| • Forested                                                                               | 1.9             | 1.5                              | (0.4)              |
| • Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural) | 3.45            | 0                                | (3.45)             |
| • Agricultural (includes active orchards, field, greenhouse etc.)                        | 0               | 0                                | 0                  |
| • Surface water features (lakes, ponds, streams, rivers, etc.)                           | 0               | 0                                | 0                  |
| • Wetlands (freshwater or tidal)                                                         | 0.054           | 0.054                            | 0.054              |
| • Non-vegetated (bare rock, earth or fill)                                               | 0               | 0                                | 0                  |
| • Other<br>Describe: <u>Lawn/Permanent Open Space</u>                                    | 1.0             | 2.7                              | 1.7                |

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☒ No  
 i. If Yes: explain: \_\_\_\_\_

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☒ No  
 If Yes,  
 i. Identify Facilities: \_\_\_\_\_

e. Does the project site contain an existing dam? ☐ Yes ☒ No  
 If Yes:  
 i. Dimensions of the dam and impoundment:  
 • Dam height: \_\_\_\_\_ feet  
 • Dam length: \_\_\_\_\_ feet  
 • Surface area: \_\_\_\_\_ acres  
 • Volume impounded: \_\_\_\_\_ gallons OR acre-feet  
 ii. Dam's existing hazard classification: \_\_\_\_\_  
 iii. Provide date and summarize results of last inspection: \_\_\_\_\_

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☒ No  
 If Yes:  
 i. Has the facility been formally closed? ☐ Yes ☐ No  
 • If yes, cite sources/documentation: \_\_\_\_\_  
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: \_\_\_\_\_  
 iii. Describe any development constraints due to the prior solid waste activities: \_\_\_\_\_

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☒ No  
 If Yes:  
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: \_\_\_\_\_

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☒ No  
 If Yes:  
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☐ No  
☐ Yes – Spills Incidents database Provide DEC ID number(s): \_\_\_\_\_  
☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): \_\_\_\_\_  
☐ Neither database  
 ii. If site has been subject of RCRA corrective activities, describe control measures: \_\_\_\_\_  
 iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐ Yes ☒ No  
 If yes, provide DEC ID number(s): \_\_\_\_\_  
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): \_\_\_\_\_

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: \_\_\_\_\_

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**E.2. Natural Resources On or Near Project Site**

a. What is the average depth to bedrock on the project site? \_\_\_\_\_ > 5 ft. 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:

|                             |      |
|-----------------------------|------|
| Elnora Loamy Fine Sand      | 53 % |
| Wayland Soils Complex       | 28 % |
| Cheektowaga Fine Sandy Loam | 19 % |

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: \_\_\_\_\_ 53 % of site  
☐ Poorly Drained: \_\_\_\_\_ 47 % 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: \_\_\_\_\_

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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 837-47 Classification C
- Lakes or Ponds: Name \_\_\_\_\_ Classification \_\_\_\_\_
- Wetlands: Name NYS Wetland, Federal Waters, Federal Waters, Fe... Approximate Size NYS Wetland (In a...
- Wetland No. (if regulated by DEC) CC-15

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: Ransom Creek, Lower, and tribs - Pathogens; D.O./Oxygen Demand - Recreation; Aquatic Life

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

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

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

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>m. Identify the predominant wildlife species that occupy or use the project site:<br/>         Typical suburban species _____<br/>         _____<br/>         _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| <p>n. Does the project site contain a designated significant natural community? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br/>         If Yes:<br/>             i. Describe the habitat/community (composition, function, and basis for designation): _____<br/>             ii. Source(s) of description or evaluation: _____<br/>             iii. Extent of community/habitat:<br/>                 • Currently: _____ acres<br/>                 • Following completion of project as proposed: _____ acres<br/>                 • Gain or loss (indicate + or -): _____ acres</p> |  |
| <p>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? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br/>         If Yes:<br/>             i. Species and listing (endangered or threatened): _____<br/>             _____<br/>             _____</p>                                                                                                                                                     |  |
| <p>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? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br/>         If Yes:<br/>             i. Species and listing: _____<br/>             _____<br/>             _____</p>                                                                                                                                                                                                                                                                                  |  |
| <p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br/>         If yes, give a brief description of how the proposed action may affect that use: _____<br/>             _____<br/>             _____</p>                                                                                                                                                                                                                                                                            |  |
| <p><b>E.3. Designated Public Resources On or Near Project Site</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| <p>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? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br/>         If Yes, provide county plus district name/number: _____</p>                                                                                                                                                                                                                                                                               |  |
| <p>b. Are agricultural lands consisting of highly productive soils present? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br/>             i. If Yes: acreage(s) on project site? _____<br/>             ii. Source(s) of soil rating(s): _____</p>                                                                                                                                                                                                                                                                                                                                        |  |
| <p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br/>         If Yes:<br/>             i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature<br/>             ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____<br/>             _____<br/>             _____</p>                                                    |  |
| <p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br/>         If Yes:<br/>             i. CEA name: _____<br/>             ii. Basis for designation: _____<br/>             iii. Designating agency and date: _____</p>                                                                                                                                                                                                                                                                   |  |

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 five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☒ No

If Yes:

i. Identify resource: \_\_\_\_\_

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

iii. Distance between project and resource: \_\_\_\_\_ miles.

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

If Yes:

i. Identify the name of the river and its designation: \_\_\_\_\_

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

#### F. Additional Information

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

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

#### G. Verification

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

Applicant/Sponsor Name Joe Rubino Date August 16, 2021

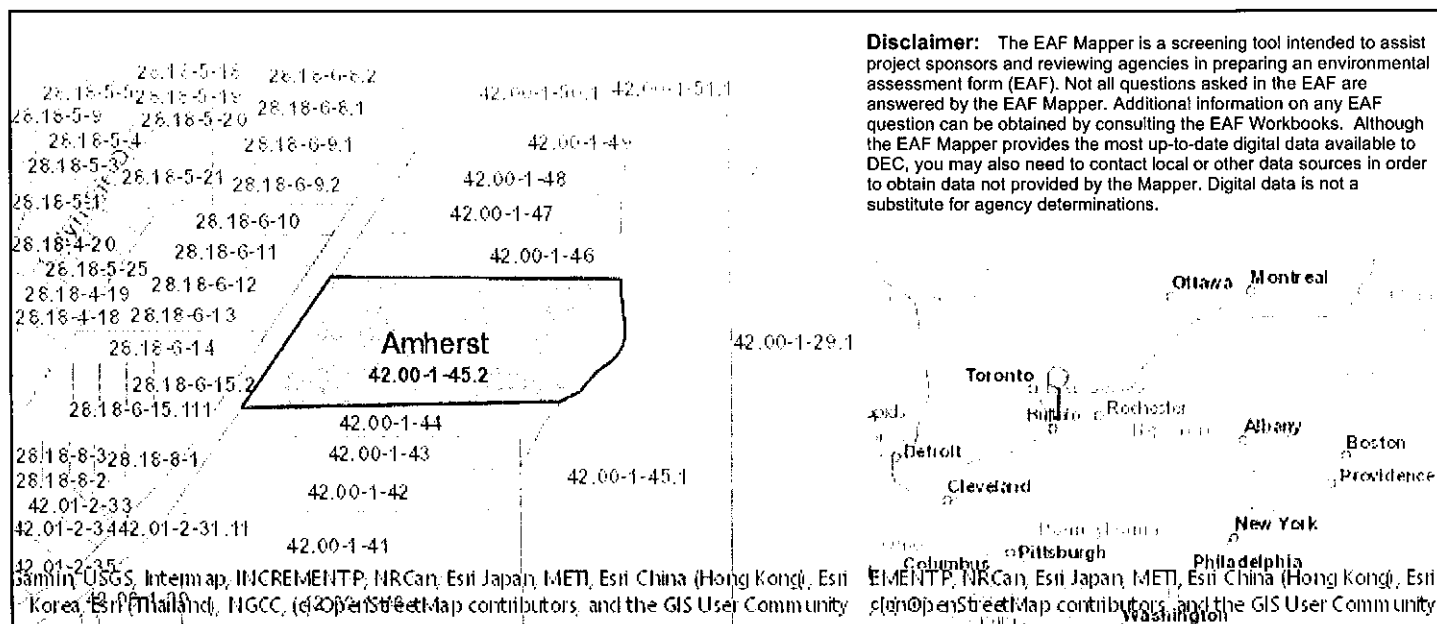
Signature  Title Counsel for Project Sponsor

PRINT FORM



## EAF Mapper Summary Report

Monday, December 21, 2020 3:37 PM



|                                                                                    |                                                                                                                                   |
|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| 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]                                    | 837-47                                                                                                                            |
| E.2.h.iv [Surface Water Features - Stream Classification]                          | C                                                                                                                                 |
| E.2.h.iv [Surface Water Features - Wetlands Name]                                  | NYS Wetland, Federal Waters                                                                                                       |
| E.2.h.iv [Surface Water Features - Wetlands Size]                                  | NYS Wetland (in acres): 182.9                                                                                                     |
| E.2.h.iv [Surface Water Features - DEC Wetlands Number]                            | CC-15                                                                                                                             |



E.2.h.v [Impaired Water Bodies]

Yes

7.4.a

E.2.h.v [Impaired Water Bodies - Name and Basis for Listing]

Name - Pollutants - Uses: Ransom Creek, Lower, and tribs - Pathogens; D.O./Oxygen Demand - Recreation; Aquatic Life

E.2.i. [Floodway]

No

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]

No

E.3.i. [Designated River Corridor]

No

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road 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 |
|-----------------------------|---------------------|-----------------------------|--------------------------|----------------------------|-------------------------|
| Wayland Soils Complex       | Severe              | Severe                      | Severe                   | Severe                     | Severe                  |
| Cheektowaga Fine Sandy Loam | Severe              | Severe                      | Severe                   | Severe                     | Severe                  |
| Elnora Loamy Fine Sand      | Severe              | Moderate                    | Severe                   | Moderate                   | Moderate                |
|                             |                     |                             |                          |                            |                         |

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

Not applicable

[Note: Three copies of the Geotechnical Report prepared by Barron & Associates dated January 14, 2021 were submitted to the Planning Department on January 20, 2021.]

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.*

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:

Not Applicable.

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: Residential subdivision at 1696, 1701 and 1721 Dodge Road that received Final Plat Approval on 03/18/21.

*(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 peak hour upon completion of project 15  
Source: ITE Trip Generation Report

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:  
6,600 gpd average flow 26,400 gpd peak flow.

*(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.)*

11. Based on the Town's 2011 Reconnaissance Level Survey of Historic Resources, is your property 'blue-rated' for historic significance? ☐ Yes ☒ No

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)



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**Exhibit 3 – Legal Description of  
Property to be Rezoned from Suburban  
Agriculture District (“S-A”) to Residential  
District Three (“R-3”)**

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### **EXHIBIT 3 OF AMENDED REZONING APPLICATION**

#### **LEGAL DESCRIPTION OF PROPERTY TO BE REZONED FROM SUBURBAN AGRICULTURE DISTRICT ("SA") TO RESIDENTIAL DISTRICT THREE ("R-3")**

All that tract or parcel of land, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No: 52, Township 12, Range 7 of the Holland Land Company's Survey, described as follows:

Beginning at a point in the northerly line of the lands conveyed to Eli J. and Doris A. Bongiovanni recorded in Erie County Clerk's Office in Liber 7853 of Deeds at page 327 distant two hundred eighty and twenty-three hundredths (280.23) feet westerly from the easterly line of Lot 52; thence S 89° 52' 30" W along the northerly line of the said Bongiovanni a distance of eight hundred seven and thirty-five hundredths (807.35) feet to the centerline of Dodge Road; thence S 33° 53' 27" VV along the centerline of Dodge Road a distance of four hundred six and twenty hundredths (406.20) feet to the southwesterly corner of the said Bongiovanni; thence N 89° 30' 52" E along the southerly line of the said Bongiovanni a distance of eight hundred fifty-seven and forty-eight hundredths (857.48) feet, said point being in the approximately centerline of Town of Amherst Ditch 26B; thence along the approximate centerline of Ditch 26B the following courses and distances: 1) N 43° 02' 20" East distance of eighty-three and five tenths (83.5) feet, 2) N 60° 40' 20" East a distance of one hundred twenty-five and seventy-three hundredths (125.73) feet, N 02° 43' 40" East a distance of two hundred five and eighty hundredths (205.80) feet to the point of beginning.

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)



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**Exhibit 4 – Reduced Size Copy of  
Survey of Project Site as Prepared by  
Nussbaumer & Clarke, Inc.  
[Note: Full Size Copy of the  
Survey also attached]**

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**Exhibit 5 – Responses to Questions  
11A & 11B of the Rezoning Application**

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## **EXHIBIT 5 OF AMENDED REZONING APPLICATION**

### **REZONING OF 1789 DODGE ROAD FROM S-A TO R-3**

**Question 11(A):**      **Description of the character of the proposed development:**

**Response to**

**Question 11(A):**      The proposed residential project on the parcel 1789 Dodge Road (“Project Site”) will be upscale in character and will feature fifteen (15) lots for detached single-family homes.<sup>1</sup> The conceptual layout of the proposed residential subdivision is depicted on the full size updated Sketch Plan [Drawing C-100 – Date: 07/14/21] prepared by Carmina Wood Morris P.C. attached to this Amended Rezoning Application. A reduced size color copy of the updated Sketch Plan depicting the proposed 2.7 acres of Permanent Open Space is also provided at Exhibit “7”. The proposed residential lots will be accessed via a proposed public roadway complying with the Town specifications as depicted on the Sketch Plan. Approximately 1.5 acres of the approximately 6.7 acre Project Site will consist of Permanent Open Space.

**Question 11(B)(1):**    **Rationale for rezoning request: 1. What was this site chosen?**

**Response to**

**Question 11(B)(1):**    The Project Site is an appropriate location for the requested rezoning from S-A to R-3 given the character and scale of nearby land uses. It is also important to mention that the requested amendment of the zoning classification of the Project Site is consistent with the Conceptual Land Use Plan for the Town of Amherst provided Figure 6 of the adopted Bicentennial Comprehensive Plan (“Comprehensive Plan”), which designates the Project Site as appropriate for

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<sup>1</sup> The previously submitted Sketch Plans for the proposed residential subdivision depicted seventeen (17) proposed residential lots. The two previous lots with frontage on Dodge Road have been eliminated and replaced with additional Permanent Open Space that will be consistent with the character of the segment of Dodge Road in the vicinity of the Project Site.



“Single Family Residential” use. A color copy of Figure 6 of the Comprehensive Plan is attached as Exhibit “8”.

**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 S-A and is not a suitable location for agricultural uses given that the predominant use of nearby parcels consists of single-family homes. It would not be feasible to develop a residential subdivision on the Project Site without amending the zoning classification from S-A to R-3.

**Question 11(B)(3): How will this rezoning impact surrounding properties?**

**Response to**

**Question 11(B)(3):** The requested rezoning of the Project Site from S-A to R-3 to accommodate the proposed residential subdivision for fifteen (15) homes on individual lots and 2.7 acres of Permanent Open Space will not result in any potentially significant adverse impacts on surrounding properties. The density of the proposed residential subdivision is only 2.23 homes per acre and is less than the density of many of the nearby residential subdivisions on parcels zoned R-3, CR-3A and MFR-4A.

**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 property taxes that will be generated on an annual basis will be substantially higher than the current property taxes. The proposed project will potentially generate demand for educational services provided by the Williamsville Central School District but the proposed residential subdivision will have positive fiscal impacts since the annual school taxes will be higher than the

cost of educational services for school age children of the owners of the detached single-family homes.



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**Exhibit 6 – Responses to Questions 16A, 16B,  
16D & 16E of the Rezoning Application**

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## **EXHIBIT 6 OF AMENDED REZONING APPLICATION**

### **REZONING OF 1789 DODGE ROAD FROM S-A TO R-3**

**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 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.<sup>1</sup> In June of 2019, the Town Board adopted amendments to the Bicentennial Comprehensive Plan.

Figure 6 of the Bicentennial Comprehensive Plan is the Conceptual Land Use Plan and it depicts the parcel at 1789 Dodge Road (the “Project Site”) as being appropriate for “Single Family Residential” use. A copy of Figure 6 of the Comprehensive Plan is provided at Exhibit “8”. The Conceptual Land Use Plan is intended to communicate the overall direction and concept of future development in the Town of Amherst.

Single Family Residential is described on Pages 3-30 and 3-31 of the Comprehensive Plan as consisting of 2 to 4 residential units per acre. The density of the proposed residential subdivision that will consist of fifteen (15) lots for detached-single homes will only be 2.23 residential units

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<sup>1</sup> 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.

per acre. The text on Page 3-31 of the Comprehensive Plan indicates that opportunities exist for infill residential development. The Project Site represents an example of an appropriate location for an infill residential subdivision since the proposed use and the proposed R-3 zoning classification is consistent with the adopted Comprehensive Plan.

**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 Applicant does not believe that the proposed rezoning of the Project Site from S-A to R-3 to accommodate the proposed low-density residential subdivision requires an amendment to the Bicentennial Comprehensive Plan.

**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 proposed rezoning of the Project Site from S-A to R-3 to accommodate the proposed residential subdivision for fifteen (15) lots for detached single-family homes 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 13 objectives that are discussed below as follows:

- A. To protect the character and values of residential, institutional and public uses, business, commercial and manufacturing uses and to insure their orderly and beneficial development;**

**Response:** The proposed rezoning and will be consistent with the objective of protecting the character and value of existing land uses. The proposed rezoning will allow the Project Site to be utilized as a fifteen (15) lot residential subdivision with substantial Permanent Open Space as such 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 rezoning of the Project Site from S-A to R-3 and the proposed fifteen (15) lot residential subdivision will not be inconsistent with this objective.

- C. To prevent overcrowding of land;**

**Response:** The proposed rezoning and the proposed residential subdivision will not result in the overcrowding of land. The density of the subdivision per the updated Sketch Plan is only 2.23 residential units per acre.

- D. To prevent excessive concentration of population and to prevent spare and uncoordinated development;**

**Response:** The proposed rezoning of the Project Site from S-A to R-3 will not result in excessive concentration of population. The residential project consists of a low density residential subdivision.

- 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 responses to the Questions in Section 16 of the Rezoning Application set forth the reasons the proposed rezoning is consistent with the policies of the Comprehensive Plan.

- F. To protect persons and property from damage and injury due to fire or flood;**

**Response:** The Preliminary Plat 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 project will not increase the likelihood of damage and injury due to fire and flood. The proposed single-family homes 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 rezoning and residential project will not be inconsistent with this objective. The Project Sponsor has made a deliberate effort to propose a layout for the proposed residential subdivision that will avoid the 0.054 acres of wetlands on the easternmost portion of the Project Site.

- 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 Sketch Plan that includes Permanent Open Space along the Dodge Road frontage will be 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 layout of the proposed low-density residential subdivision as depicted on the full size updated Sketch Plan prepared by Carmina Wood Morris DPC attached to this Amended Rezoning Application demonstrates the residential project will not result in any potentially significant traffic impacts. The Project Sponsor acknowledges that it will be required to obtain a Highway Work Permit from the Erie County Department of Public Works since Dodge Road is an Erie County Highway.

- 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 to service the proposed residential subdivision.

- 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 rezoning of the Project Site from S-A to R-3 is consistent with this objective since the project is consistent with the policies contained in the Comprehensive Plan.

- L. **To accomplish the specific intents and goals set forth in the introduction to the respective sections.**

**Response:** The proposed rezoning of the Project Site from S-A to R-3 will be 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 rezoning and 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 residential subdivision consisting of fifteen (15) lots for detached single-family homes is compatible with the present zoning and conforming uses of nearby properties and the character of the neighborhood. There are numerous residential subdivisions in the vicinity of the Project Site. The proposed R-3 zoning classification is clearly more suitable than the existing S-A zoning classification which expressly permits high-intensity agricultural uses that would be inconsistent with character of the surrounding 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 given its size and location. The Applicant believes the proposed residential subdivision is more appropriate for the Project Site than uses that are permitted in the existing S-A zoning classification.

**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 proposed change in the zoning classification of the Project Site from S-A to R-3 to accommodate the proposed residential subdivision for fifteen (15) detached single-family homes on individual lots with approximately 2.7 acres of Permanent Open Space will have

positive impacts on the balance of uses in the Town since there is demand for upscale detached single-family homes on individual lots.

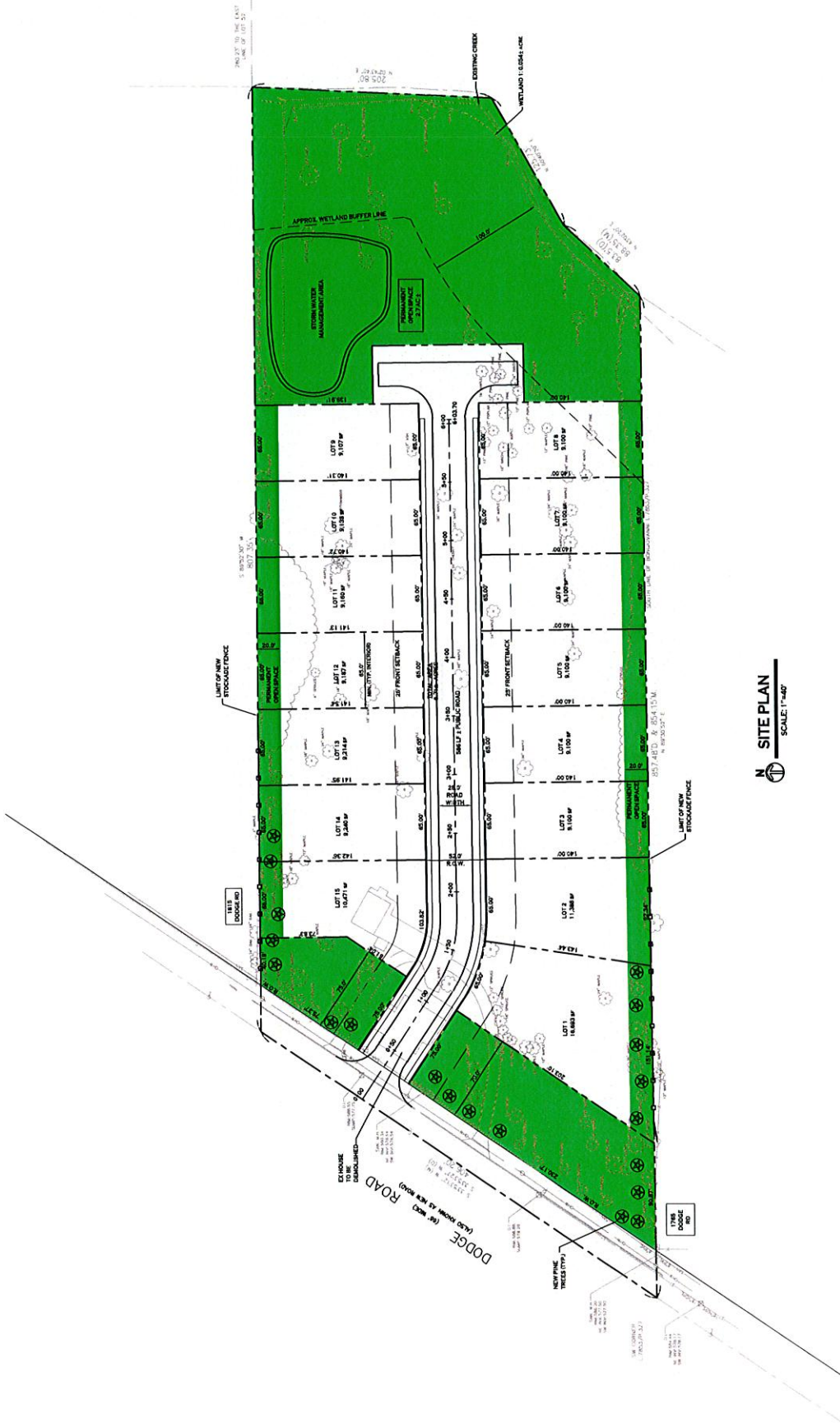


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**Exhibit 7 – Reduced Size Copy of Color  
Sketch Plan [Drawing C-100 – Date: 07/14/21]  
as Prepared by Carmina Wood Morris DPC  
[Note: Full Size Copy of the Sketch  
Plan also attached]**

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**NOTE: DATA NOTED FROM AIA 7.4.2.1 (2008)**  
 AREA = 4.7 ACRES  
 MIN. LOT WIDTH = 30 FT. INTERIOR LOTS  
 MIN. LOT WIDTH = 30 FT. CORNER LOTS  
 MIN. LOT AREA = 8,400 SQ. FT. INTERIOR LOTS  
 MIN. LOT AREA = 9,700 SQ. FT. CORNER LOTS  
 FRONT SETBACK = 30 FT. (OFF EASEL OF PAVT)  
 SIDE SETBACK = 30 FT.  
 REAR SETBACK = 30 FT.  
 MAXIMUM LOT COVERAGE = 30%  
 MAXIMUM BUILDING HEIGHT = 30 FT.  
 MAXIMUM FLOOR AREA = 1,000 SF (1 STORY)  
 MAXIMUM FLOOR AREA = 1,200 SF (2 STORIES)



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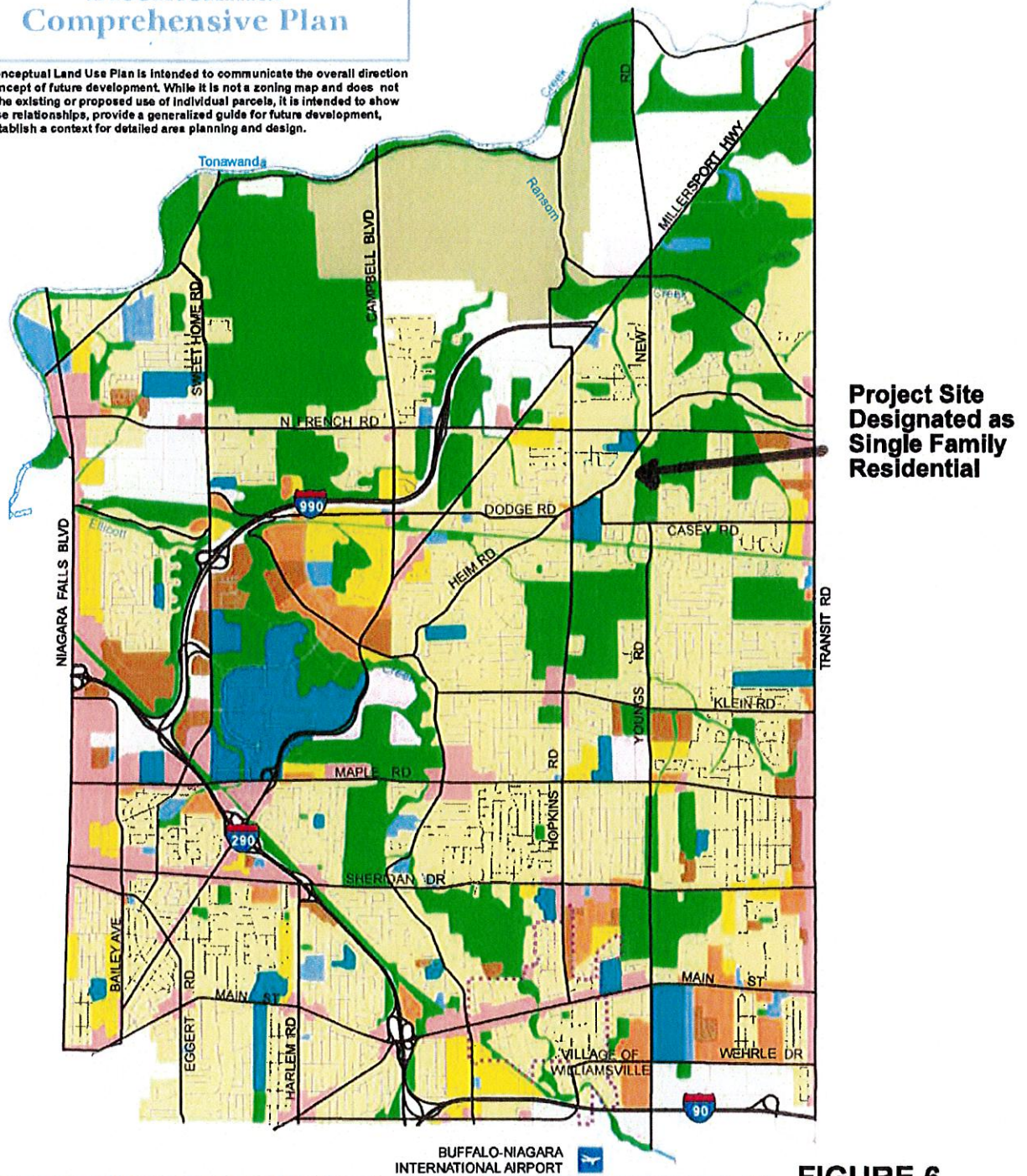
**Exhibit 8 – Color Copy of Figure 6 of the  
Town of Amherst Comprehensive Plan titled  
“Conceptual Land Use Plan”**

---



## 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.



**Project Site  
Designated as  
Single Family  
Residential**

### Conceptual Land Use Plan

|                           |                      |                                    |                                   |
|---------------------------|----------------------|------------------------------------|-----------------------------------|
| Rural Residential         | Special Use Center   | Recreation, Open Space & Greenways | Village of Williamsville Boundary |
| Single Family Residential | Commercial - Office  | Agriculture                        |                                   |
| Mixed Residential         | Industrial - Office  | Transportation                     |                                   |
| Medium Residential        | Community Facilities | Surface Water                      |                                   |
| Commercial / Mixed Use*   | Educational Campus   |                                    |                                   |

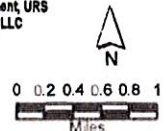
\* See Map Figure 6-A for Form/Type Designation

#### 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: December 2017

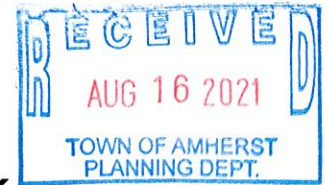


**FIGURE 6**



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 1789 DODGE ROAD FROM  
S-A TO R-3 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 1789 Dodge Road from S-A to R-3 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 1789 Dodge Road from S-A to R-3 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 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 S-A to R-3, the zoning of 1789 Dodge Road, **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, being part of Lot No: 52, Township 12, Range 7 of the Holland Land Company's Survey, described as follows:

Beginning at a point in the northerly line of the lands conveyed to Eli J. and Doris A. Bongiovanni recorded in Erie County Clerk's Office in Liber 7853 of Deeds at page 327 distant two hundred eighty and twenty-three hundredths (280.23) feet westerly from the easterly line of Lot 52; thence S 89° 52' 30" W along the northerly line of the said Bongiovanni a distance of eight hundred seven and thirty-five hundredths (807.35) feet to the centerline of Dodge Road; thence S 33° 53' 27" VV along the centerline of Dodge Road a distance of four hundred six and twenty hundredths (406.20) feet to the southwesterly corner of the said Bongiovanni; thence N 89° 30' 52" E along the southerly line of the said Bongiovanni a distance of eight hundred fifty-seven and forty-eight hundredths (857.48) feet, said point being in the approximately centerline of Town

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)

of Amherst Ditch 26B; thence along the approximate centerline of Ditch 26B.the following courses and distances: 1) N 43° 02' 20" East distance of eighty-three and five tenths (83.5) feet, 2) N 60° 40' 20" East a distance of one hundred twenty-five and seventy-three hundredths (125.73) feet, N 02° 43' 40" East a distance of two hundred five and eighty hundredths (205.80) feet to the point 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.

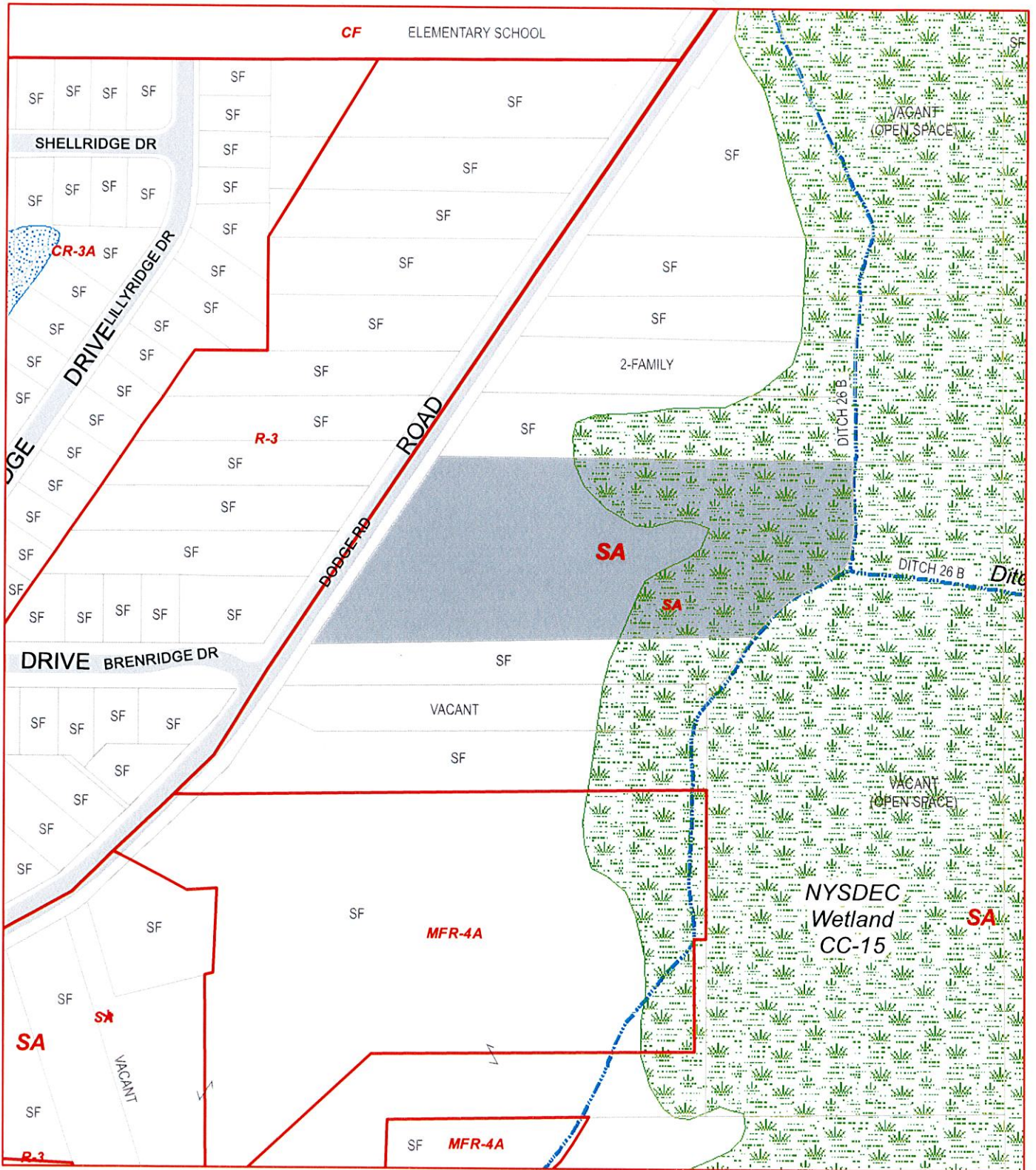
The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

#### 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**





Z-2020-15

Amended Request to Rezone 6.7± acres of Land from SA to R-3

Property Located at 1789 Dodge Road  
Joe Rubino, Petitioner

September 23, 2021



1789 Dodge Road



NYS DEC Regulated Wetland



Prepared by the Town of Amherst Planning Department



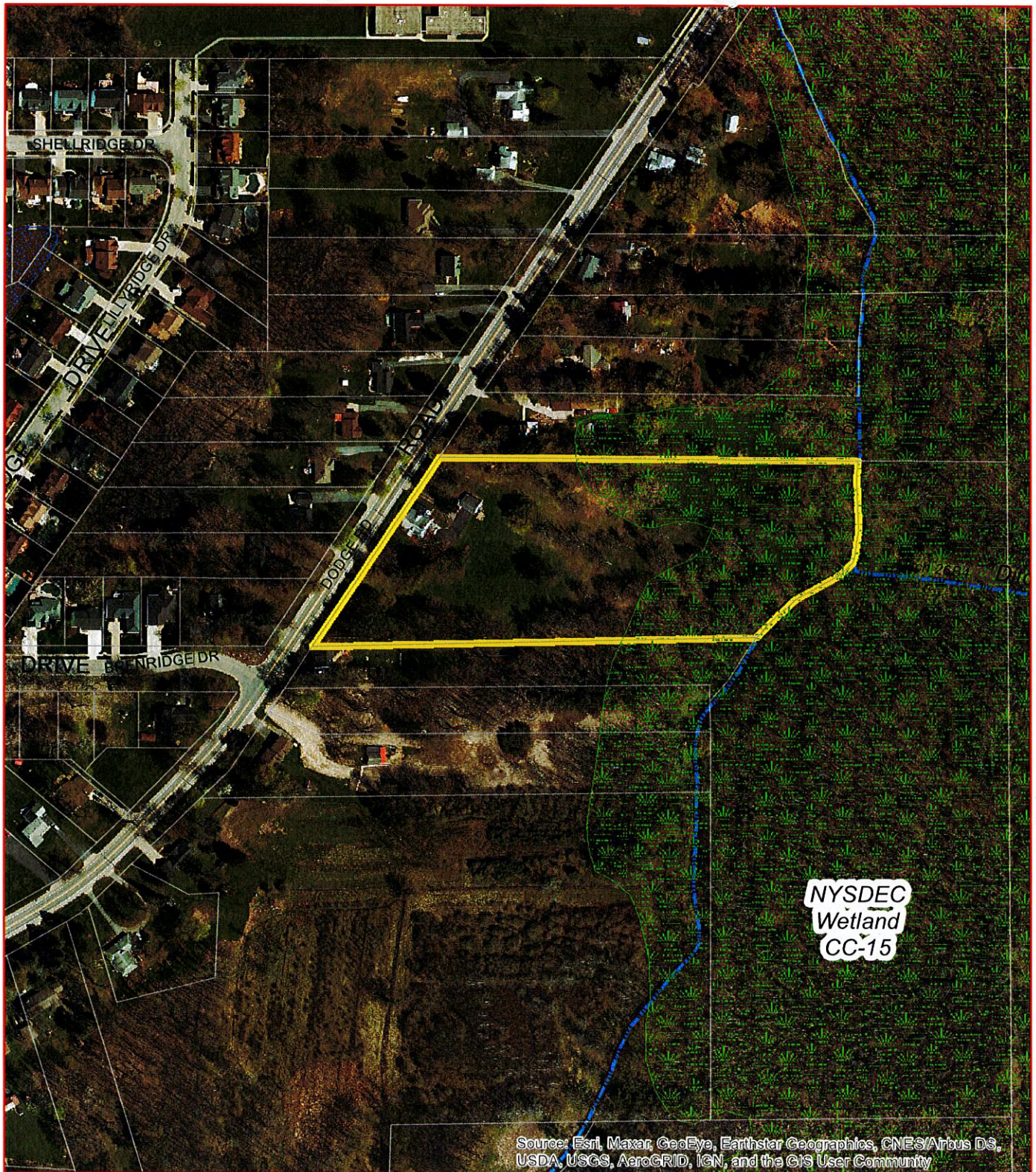


CONCEPT PLAN

Z-2020-15  
1789 Dodge Road  
Received: 8/23/21







Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)

Z-2020-15

Amended Request to Rezone 6.7± acres of Land from SA to R-3

Property Located at 1789 Dodge Road  
Joe Rubino, Petitioner

September 23, 2021



1789 Dodge Road



NYS DEC Regulated Wetland



Prepared by the Town of Amherst Planning Department





## COUNTY OF ERIE

**MARK C. POLONCARZ**

COUNTY EXECUTIVE

September 23, 2021

Mr. Scott Marshall  
Principal Planner Town  
of Amherst  
5583 Main Street  
Williamsville, NY 14221

Re: **Proposed Rezoning at 1789 Dodge Road**

Location: **1789 Dodge Road**

Review No.: **ZR-21-91**

Dear Mr. Marshall,

Pursuant to New York General Municipal Law Section 239-m, and Article 8 of the New York Environmental Conservation Law, the County of Erie (the "County") has reviewed the above-referenced project referred to us on August 23, 2021.

The Department of Environment and Planning (DEP) consents to the Town of Amherst acting as Lead Agency in the environmental review of this action. DEP reviewed and provided comments on this referral in the enclosed letter, dated February 18, 2021.

This review pertains to the above-referenced project submitted to Erie County DEP. This should not be considered sufficient for any County approvals. The applicant must still obtain any other permits and regulatory approvals applicable to this project.

Sincerely,

David Hall  
Planner

Enclosure

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)





# COUNTY OF ERIE

**MARK C. POLONCARZ**

COUNTY EXECUTIVE

February 18, 2021

Ms. Roberta Rappoccio  
Associate Planner  
Town of Amherst  
5583 Main Street  
Williamsville, NY 14221

Re: **Proposed Rezoning at 1789 Dodge Road**

Location: **1789 Dodge Road**

Review No.: **ZR-21-91**

Dear Ms. Rappoccio,

Pursuant to New York General Municipal Law Section 239-m, and Article 8 of the New York Environmental Conservation Law, the County of Erie (the "County") has reviewed the above-referenced project referred to us on January 19, 2021. The Department of Environment and Planning (DEP) offers the following comments based upon its review of the project:

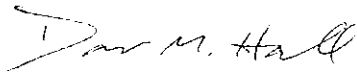
- A portion of the subject site appears to be located within Zone AE, a Special Flood Hazard Area, as per FEMA's National Flood Hazard Layer. Future development will need to meet the requirements of the National Flood Insurance Program.
- The subject site contains portions of wetlands listed in the New York State Department of Environmental Conservation (NYSDEC) Freshwater Wetland Map. Future development on the site may require a wetlands delineation conducted in consultation with NYSDEC. Wetlands provide significant habitat and stormwater storage that cannot be completely replaced. The Town should consider the cumulative impacts of the continued development of residential subdivisions within or adjacent to FEMA floodplains and state- or federally-designated wetlands, and the potential effects on existing and future residents during flood events.
- According to a review of aerial photography and agricultural district maps, the subject site is located within 500' of land in agricultural production in Erie County's Agricultural District #17 - Amherst. Any future development on this site may require the applicant to prepare an Agricultural Data Statement as required in Section 283-a of Town Law and Article 25-AA of the NYS Agriculture and Markets Law.

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)

- The project is in a Developed Area according to the Erie Niagara Framework for Regional Growth. The Town and/or developer should consider the addition of sidewalks throughout the proposed development to foster improved mobility, pursuant to policies outlined in the Framework. The Town should also continue the construction of sidewalks on Dodge Road. Extending these sidewalks would provide safe, walkable routes to school for students attending Casey Middle School or Williamsville North High School to the west of this project, and Dodge Road Elementary School to the east.

This review pertains to the above-referenced project submitted to Erie County DEP. This should not be considered sufficient for any County approvals. The applicant must still obtain any other permits and regulatory approvals applicable to this project.

Sincerely,



David Hall  
Planner

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

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



Case No.: ZR-21-9  
Received: 8/19/2021

The proposed action described herein is referred in accordance with the provisions of the General Municipal Law, which provides that if a reply is received in 30 days after receipt of full information including a SEQR EAF if applicable, the municipal agency may take final action without considering such reply. If, however, reply is received at any time prior to municipal Action, such reply must be considered.

## **Description of Proposed Action**

1. Name of Municipality: Town of Amherst
2. Hearing Schedule: Date September 23, 2021 Time 6:30pm Location 5583 Main Street, Williams
3. Action is before: ☐ Legislative Body ☐ Board of Appeals ☒ Planning Board
4. Action consists of: ☐ New Ordinance ☒ Rezone/Map Change ☐ Ordinance Amendment  
☐ Site Plan ☐ Variance ☐ Special Use Permit ☐ Other
5. Location of Property: ☐ Entire Municipality ☐ Specific as follows 1789 Dodge Road
6. Referral required as Site is within 500' of: ☐ State or County Property/Institution ☐ Municipal Boundary ☐ Farm Operation located in an Agricultural District  
☐ Expressway ☒ County Road ☐ State Highway ☐ Proposed State or County Road, Property, Building, Institution, Drainage
7. Proposed change or use: (be specific) Rezone 6.7 acres of land from SA to R-3
8. Other remarks: (ID#, SBL#, etc.) Z-2020-15 Amended
9. Submitted by: Scott A Marshall Principal Planner August 17 2021  
Town of Amherst, 5583 Main St., Williamsville, NY 14221

## **Reply to Municipality by Erie County Division of Planning**

Receipt of the above-described proposed action is acknowledged on 8/23/21. The Division herewith submits its review and reply under the provisions of applicable state and local law, based on the information submitted with this referral.

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

By the Division of Planning: Don M. Hall

Date: 9/23/21





Town of Amherst Planning Department

Erie County, New York



7.4.a

Brian J. Kulpa  
Supervisor

Daniel C. Howard, AICP  
Planning Director

Daniel Ulatowski, AICP  
Assistant Planning Director

September 15, 2021

Joe Rubino  
c/o Sean Hopkins, Esq.  
Hopkins, Sorgi & McCarthy PLLC  
5500 Main Street, Suite 343  
Williamsville, New York 14221

SUBJECT:            Site Plan Review            **Z-2020-15**  
                         Proposed:                           Proposed Subdivision  
                         Property located at:           **1789 Dodge Road**  
                         Plans received:                   September 14, 2021  
                         Architect/Engineer:           Robert Walter; Carmina Wood Morris

Dear Mr. Rubino:

Please consider the following comments:

- 1) Confirm the existing large mature maple trees along the road frontage will be preserved. These tree are important to retaining the existing character along the road.
- 2) Please clearly mark the separation of open space area from the private lots during construction with fencing or other delineators and preserve the tree roots as per Zoning Ordinance 7-2-3 (B) (3).
- 3) At the proposed public road intersection with Dodge Road there could be potential sight distance issues. Recommend relocating dogwood, sumac and viburnum shrubs (*CS-6, CS-12, VT-3, RH-3*) towards the east of the site near Lots 8 & 9 to increase the vegetation buffer as per Zoning Ordinance 7-2-3 (A) (1) (d). If the applicant wants to enhance the entry into the neighborhood; herbaceous or perennials are recommended at no more than 2' mature height to adhere to the clear vision triangle as per Zoning Ordinance 2-5-1.
- 4) Recommend clearing the existing mature trees in lots #1-15 during the winter months. There are concerns regarding wildlife on this site. Please do not clear trees or shrubs during nesting season in the spring months. The applicant may have the option to apply for a tree removal permit pending the timing of the building permit process.
- 5) Recommend clearing species such as ash and poplar (*4" dbh or larger*) from the permanent open space area. These species may become an issue to the proposed residences.

This is a review only and does not constitute final approval of the Minor Site Plan. Final approval will be granted upon satisfying any outstanding review agency comments and issuance of approved Minor Site Plan drawings by this department.

Very truly yours,

Jeffrey Szatkowski  
Landscape Architect

JS/ac

X:\Current\_Planning\Files\Rezoning\2020\Z-2020-15\_(1789\_Dodge\_Rd)\_2020\Reviews\LA\_Forestry\_Review\_09142021\_JS.doc

cc: Christopher Wood, P.E., Carmina Wood Morris, DPC, 487 Main St., Suite 600, Buffalo, NY 14202  
Robert C. Walter, 2765 Dodge Rd., E. Amherst, NY 14051  
Scott A. Marshall, Principal Planner  
Roberta Rappoccio, Associate Planner

5583 Main Street • Williamsville • New York • 14221 • (716) 631-7051 • Fax (716) 631-7052

Packet Pg. 295

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)



# COUNTY OF ERIE

MARK C. POLONCARZ

COUNTY EXECUTIVE

WILLIAM E. GEARY, JR.  
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS  
RATH BUILDING 14<sup>TH</sup> FLOOR

TELEPHONE: 716.858.8300  
FAX: 716.858.8228

September 14, 2021

Ms. Roberta Rappoccio, Associate Planner  
Town of Amherst Planning Dept.  
5583 Main Street  
Williamsville, NY 14221

Re: Single Family Subdivision  
Lead Agency Coordination  
1789 Dodge Road (CR-45)  
(T) of Amherst, Erie County NY

Dear Ms. Rappoccio:

We have reviewed your request for Lead Agency for the above referenced project. Erie County Department of Public Works has no problem with the Town of Amherst being 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.

This Department will commence further review upon receipt of design plans and a stormwater management report.

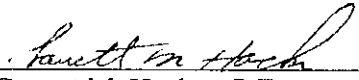
## Permit Requirements

1. The project sponsor will be required to apply for and obtain an Erie County Highway Work Permit for Utility Work Perm-2 prior to construction within the Dodge Road (CR-45) highway right-of-way.
2. The project sponsor will be required to apply for and obtain an Erie County Highway Work Permit for Non-Utility Work, Perm 3 prior to construction of a new subdivision road within the Dodge Road (CR-45) highway right-of-way.

Please keep us informed as this project progresses.

Attn: Ms. Roberta Rappoccio, Associate Planner  
Town of Amherst Planning Dept.  
Re: Lead Agency Coordination  
1789 Dodge Road (CR-45)  
Date: September 14, 2021  
Page: 2 of 2

ERIE COUNTY DEPARTMENT OF PUBLIC WORKS

  
\_\_\_\_\_  
Garrett M. Hacker, P.E.  
Senior Civil Engineer

cc: Karen Hoak, Deputy Commissioner – Highways  
Darlene Svilokos, P.E., Director of Engineering  
Brian Rose, P.E., Supervisor of Engineering  
Gina Wilkolaski, P.E., Traffic Safety Engineer  
Patrick Baskerville, Senior Highway Maintenance Engineer  
File: CR-45

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)





Town of Amherst Planning Department

Erie County, New York



7.4.a

Brian J. Kulpa  
Supervisor

Daniel C. Howard, AICP  
Planning Director

Daniel J. Ulatowski, AICP  
Assistant Planning Director

**MEMORANDUM**

August 17, 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 Agent [ademopoulos@amherst.ny.us](mailto:ademopoulos@amherst.ny.us)  
Integrated Review Coordinator, ECDEP  
NYSDEC  
Williamsville Central School District

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO REZONE 6.7± ACRES OF LAND FROM SA TO R-3, Z-2020-15; PROPERTY LOCATED AT **1789 DODGE ROAD**; JOE RUBINO, PETITIONER.

**AMENDED APPLICATION AND CONCEPT PLAN:**

Received August 16, 2021

**REVIEW:**

Do you agree with all statements made? YES

If you do not, briefly state why: \_\_\_\_\_

General comments relative to your agency interests: ALL PROPOSED OPEN SPACE SHOULD BE DEED RESTRICTED, PLEASE CONFIRM

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

TOTAL ACRES TO BE MAINTAINED BY THE PROPOSED HOME OWNER'S ASSOC.

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

Signatures: Daniel J. Ulatowski Date: 9/14/2021  
DANIEL J. ULATOWSKI

SM/ac

X:\Current\_Planning\Files\Rezoning\2020\Z-2020-15 (1789 Dodge Rd)\_2020\Z-2020-15\_Rev\_Transmittal\_081721.doc

cc: Joe Rubino, c/o Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Ste. 343, Williamsville, NY 14221  
Christopher Wood, P.E., Carmina Wood Morris, DPC, 487 Main St., Suite 600, Buffalo, NY 14202  
Scott A. Marshall, Principal Planner



Town of Amherst Planning Department

Erie County, New York



7.4.a

Brian J. Kulpa  
Supervisor

Daniel C. Howard, AICP  
Planning Director

Ellen M. Kost, AICP  
Assistant Planning Director

September 13, 2021

Joe Rubino  
c/o Sean Hopkins, Esq.  
Hopkins, Sorgi & McCarthy PLLC  
5500 Main Street, Suite 343  
Williamsville, New York 14221

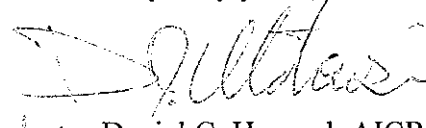
SUBJECT: Rezoning Application Review      **Z-2020-15**  
Proposed:      Amended Rezoning for 6.7± acres of land from  
SA to R-3  
Property located at:      **1789 Dodge Road**  
Application received:      August 16, 2021  
Representative:      Hopkins, Sorgi & McCarthy, PLLC

Dear Mr. Rubino,

Please consider the following comments:

1. Please note that any other SEQR-related issues raised during the review process for this rezoning must be addressed prior to action by the Planning Board.
2. The location of the proposed roadway may not comply with all requirements of §204-3-2 of Town Code, as the concept plan is limited in the information required by that section of Town Code and may specifically conflict with the alignment requirements of §204-3-2-4C. Dodge Road in the subject area is designated a collector roadway in the Amherst Bicentennial Comprehensive Plan.
3. Be advised that the Town of Amherst has proposed that Youngs Road be extended northerly from its current terminus at Casey Road to North French Road. One potential alignment will take this roadway along or near the eastern portion of the subject property.
4. Recommend retention of as many existing mature trees as possible.

Very truly yours,

  
for Daniel C. Howard, AICP  
Planning Director

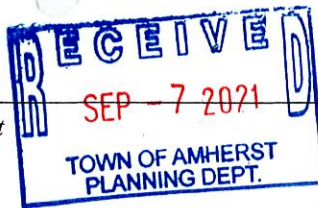
DH/SM/ac

X:\Current\_Planning\Files\Rezoning\2020\Z-2020-15 (1789 Dodge Rd) 2020\Z-2020-15\_Zoning\_Review\_Letter\_091321.doccc:

cc: Christopher Wood, P.E., Carmina Wood Morris, DPC, 487 Main St., Suite 600, Buffalo, NY 14202

Amherst

Town of Amherst Planning Department



TOWN OF AMHERST  
ENGINEERING  
DEPARTMENT  
2021 AUG 20 A 11:39



7.4.a

Brian J. Kulpa  
Supervisor

Daniel C. Howard, AICP  
Planning Director

Daniel J. Ulatowski, AICP  
Assistant Planning Director

MEMORANDUM

August 17, 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 Agent [ademopoulos@amherst.ny.us](mailto:ademopoulos@amherst.ny.us)  
Integrated Review Coordinator, ECDEP  
NYSDEC  
Williamsville Central School District

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO REZONE 6.7± ACRES OF LAND FROM SA TO R-3, Z-2020-15; PROPERTY LOCATED AT 1789 DODGE ROAD; JOE RUBINO, PETITIONER.

AMENDED APPLIATION AND CONCEPT PLAN:

Received August 16, 2021

REVIEW:

Do you agree with all statements made? YES

If you do not, briefly state why: \_\_\_\_\_

General comments relative to your agency interests: None @ this time

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

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

Signature: C. Schregel Date: 9/7/21

SM/ac

X:\Current\_Planning\Files\Rezoning\2020\Z-2020-15\_(1789\_Dodge\_Rd)\_2020\Z-2020-15\_Rev\_Transmittal\_081721.doc

cc: Joe Rubino, c/o Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Ste. 343, Williamsville, NY 14221  
Christopher Wood, P.E., Carmina Wood Morris, DPC, 487 Main St., Suite 600, Buffalo, NY 14202  
Scott A. Marshall, Principal Planner



## NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

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

September 2, 2021



Ms. Ellen Kost  
Town of Amherst  
5583 Main Street  
Williamsville, New York 14221

Dear Ellen Kost:

**SEQR Lead Agency Coordination  
Rezone 6.7 Acres from SA to R-3  
1789 Dodge Road  
Town of Amherst, Erie County**

This letter is in response to your August 20, 2021 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 January 19, 2021 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*

David S Denk  
Regional Permit Administrator

KPD:cmn

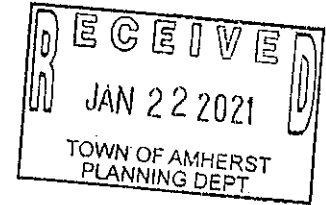
Ecc: Mr. Sean Hopkins, Esq, [shopkins@hsr-legal.com](mailto:shopkins@hsr-legal.com)Department of  
Environmental  
Conservation

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)

# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

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

January 19, 2021



Ms. Ellen Kost  
Town of Amherst  
5583 Main Street  
Williamsville, New York 14221

Dear Ms. Kost:

**SEQR Lead Agency Designation  
Rezone 6.7 Acres of Land  
1789 Dodge Road  
Village of Amherst, Erie County**

In response to your January 7, 2021 letter regarding the above-noted, please be advised of the following:

1. This site is located in or adjacent to New York State regulated freshwater wetland CC-15 or its regulated 100-foot-wide adjacent area, and a Freshwater Wetlands Permit pursuant to Article 24 of the New York State Environmental Conservation Law will likely be required by this office.
2. A portion of the proposed project is located in or adjacent to 100-year floodplain, according to the Federal Emergency Management Agency's Map No. 36029C-0088H. The town should consider this issue before approving development at this site.
3. This proposed project is a Sanitary Sewer Extension or requires a sanitary sewer connection that is designed to convey 2,500 gallons/day or more of municipal sewage that is defined as a Sanitary Sewer Extension, and therefore requires sewer extension approval by the **Erie County Health Department, 503 Kensington Avenue, Buffalo, New York 14214, telephone: 716/961-6800.**
4. You should (have the project sponsor) contact the United States Department of the Army Corps of Engineers' Buffalo District Office (COE, 1776 Niagara Street, Buffalo, New York 14207, telephone: 716/879 4330) prior to making a Sewer Extension submission to determine if the project will involve federally regulated wetlands.



Department of  
Environmental  
Conservation

Ms. Ellen Kost  
January 19, 2021  
Page 2

Written verification of COE jurisdiction, acceptance of the project or a modified project must be obtained, since the scope and layout of the project may change significantly, due to federal requirements. Initiating early review with COE staff to determine an appropriate project should simplify issuance of any County approval and/or possible DEC Water Quality Certification that may be necessary.

5. Since project activities will involve land disturbance of 1 acre or more, the project sponsor, owner or operator is required to obtain a State Pollutant Discharge Elimination System General Permit for Stormwater Discharges from Construction Activity (GP-0-15-002). This General Permit requires the project sponsor, owner or operator to control stormwater runoff according to a Stormwater Pollution Prevention Plan (SWPPP), which is to be prepared prior to filing a Notice Of Intent (NOI) and prior to commencement of the project. More information on General Permit GP 0 15-002, as well as the NOI form, is available on the Department's website at [www.dec.ny.gov/chemical/43133.html](http://www.dec.ny.gov/chemical/43133.html).

The Town of Amherst is designated as an MS4 community. The project sponsor, owner or operator of a construction activity that is subject to the requirements of a regulated, traditional land use control MS4 shall have their SWPPP reviewed and accepted by the MS4 community. The "MS4 SWPPP Acceptance" form must be signed by the principle executive officer or ranking official from the MS4 community, or by a duly authorized representative of that person, and submitted, along with the NOI form, to the Department at NOTICE OF INTENT, NYSDEC, Bureau of Water Permits, 625 Broadway, Albany, New York 12233-3505, telephone: 518/402-8111 to receive Department approval before construction commences.

We concur that the Town of Amherst should act as SEQR Lead Agency, since the environmental impacts of the proposal are primarily of local significance.

If you have any questions, please feel free to contact me or Mr. Bruno DiBella of this office at 716/851-7165.

Sincerely,

David S.  
Denk

David S. Denk  
Regional Permit Administrator

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: 2021.01.19 17:27:56 -0500

BAD/slr

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)





Town of Amherst Planning Department

Erie County, New York



7.4.a

Brian J. Kulpa  
Supervisor

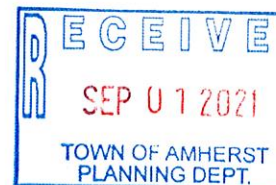
Daniel C. Howard, AICP  
Planning Director

Daniel J. Ulatowski, AICP  
Assistant Planning Director

# MEMORANDUM

August 17, 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 Agent [ademopoulos@amherst.ny.us](mailto:ademopoulos@amherst.ny.us)  
Integrated Review Coordinator, ECDEP  
NYSDEC  
Williamsville Central School District



FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO REZONE 6.7± ACRES OF LAND FROM SA TO R-3, Z-2020-15; PROPERTY LOCATED AT 1789 DODGE ROAD; JOE RUBINO, PETITIONER.

## AMENDED APPLICATION AND CONCEPT PLAN:

Received August 16, 2021

### 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: [Signature] Date: 8/24/21

SM/ac

X:\Current\_Planning\Files\Rezoning\2020\Z-2020-15\_(1789\_Dodge\_Rd)\_2020\Z-2020-15\_Rev\_Transmittal\_081721.doc

cc: Joe Rubino, c/o Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Ste. 343, Williamsville, NY 14221

Christopher Wood, P.E., Carmina Wood Morris, DPC, 487 Main St., Suite 600, Buffalo, NY 14202

Scott A. Marshall, Principal Planner



Town of Amherst Planning Department

Erie County, New York



7.4.a

Brian J. Kulpa  
Supervisor

Daniel C. Howard, AICP  
Planning Director

Daniel J. Ulatowski, AICP  
Assistant Planning Director

RECEIVED  
Williamsville Central School District

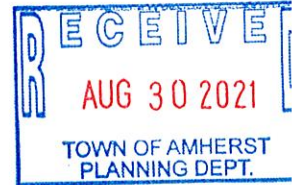
AUG 24 2021

# MEMORANDUM

Asst Superintendent for  
Finance & Management Services

August 17, 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)  
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Stan Sliwa, Town Attorney (Local Law Only)  
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent [ademopoulos@amherst.ny.us](mailto:ademopoulos@amherst.ny.us)  
Integrated Review Coordinator, ECDEP  
NYSDEC  
Williamsville Central School District



FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO REZONE 6.7± ACRES OF LAND FROM SA TO R-3, Z-2020-15; PROPERTY LOCATED AT 1789 DODGE ROAD; JOE RUBINO, PETITIONER.

## AMENDED APPLICATION AND CONCEPT PLAN:

Received August 16, 2021

### REVIEW:

Do you agree with all statements made? No comment

If you do not, briefly state why: \_\_\_\_\_

General comments relative to your agency interests: Per current Williamsville CSD

policy, based on plans, a bus stop will be at the corner of Dodge and the name of the street. Bus service does not enter the rd of this development.

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

Signature: Scott Marshall Date: 8/25/21

SM/ac

X:\Current\_Planning\Files\Rezoning\2020\Z-2020-15\_(1789\_Dodge\_Rd)\_2020\Z-2020-15\_Rev\_Transmittal\_081721.doc

cc: Joe Rubino, c/o Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Ste. 343, Williamsville, NY 14221  
Christopher Wood, P.E., Carmina Wood Morris, DPC, 487 Main St., Suite 600, Buffalo, NY 14202  
Scott A. Marshall, Principal Planner





Town of Amherst Planning Department

RECEIVED

AUG 19 2021

TOWN OF AMHERST  
BUILDING DEPT

Erie County, New York



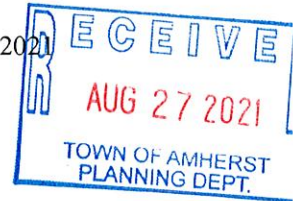
7.4.a

Brian J. Kulpa  
Supervisor

Daniel C. Howard, AICP  
Planning Director

Daniel J. Ulatowski, AICP  
Assistant Planning Director

August 17, 2021



MEMORANDUM

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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Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent [ademopoulos@amherst.ny.us](mailto:ademopoulos@amherst.ny.us)  
Integrated Review Coordinator, ECDEP  
NYSDEC  
Williamsville Central School District

FROM: Scott Marshall, Principal Planner 

SUBJECT: REQUEST TO REZONE 6.7± ACRES OF LAND FROM SA TO R-3, Z-2020-15; PROPERTY LOCATED AT 1789 DODGE ROAD; JOE RUBINO, PETITIONER.

**AMENDED APPLIATION AND CONCEPT PLAN:**

Received August 16, 2021

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: \_\_\_\_\_

General comments relative to your agency interests: Floodplain on property

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: Aug 26, 2021

SM/ac

X:\Current\_Planning\Files\Rezoning\2020\Z-2020-15\_(1789\_Dodge\_Rd)\_2020\Z-2020-15\_Rev\_Transmittal\_081721.doc

cc: Joe Rubino, c/o Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Ste. 343, Williamsville, NY 14221

Christopher Wood, P.E., Carmina Wood Morris, DPC, 487 Main St., Suite 600, Buffalo, NY 14202

Scott A. Marshall, Principal Planner

Amherst

Town of Amherst Planning Department

RECEIVED

Erie County, New York

AUG 19 2021

TOWN ATTORNEY



7.4.a

Brian J. Kulpa  
Supervisor

Daniel C. Howard, AICP  
Planning Director

Daniel J. Ulatowski, AICP  
Assistant Planning Director

MEMORANDUM

August 17, 2021

TO:  
FROM

Kathy Cooper, Deputy Town Clerk  
Daniel Ulatowski, Principal Planner  
Dave Marrano, Town Assessor  
Douglas Gesel, Supervising Code Enforcement Officer, Building Department  
Jeffrey Burroughs, Town Engineer  
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief  
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)  
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Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent [ademopoulos@amherst.ny.us](mailto:ademopoulos@amherst.ny.us)  
Integrated Review Coordinator, ECDEP  
NYSDEC  
Williamsville Central School District



TO:

FROM:

Scott Marshall, Principal Planner

SUBJECT:

REQUEST TO REZONE 6.7± ACRES OF LAND FROM SA TO R-3, Z-2020-15; PROPERTY LOCATED AT 1789 DODGE ROAD; JOE RUBINO, PETITIONER.

AMENDED APPLICATION AND CONCEPT PLAN:

Received August 16, 2021

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 his 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: Stan Sliwa Date: 8/23/21

SM/ac

X:\Current\_Planning\Files\Rezoning\2020\Z-2020-15\_(1789\_Dodge\_Rd)\_2020\Z-2020-15\_Rev\_Transmittal\_081721.doc

cc: Joe Rubino, c/o Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Ste. 343, Williamsville, NY 14221  
Christopher Wood, P.E., Carmina Wood Morris, DPC, 487 Main St., Suite 600, Buffalo, NY 14202  
Scott A. Marshall, Principal Planner





Town of Amherst Planning Department

Erie County, New York



7.4.a

Brian J. Kulpa  
Supervisor

Daniel C. Howard, AICP  
Planning Director

Daniel J. Ulatowski, AICP  
Assistant Planning Director

RECEIVED

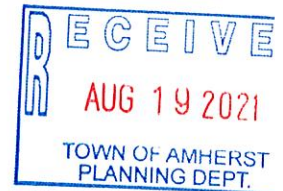
AUG 19 2021

August 17, 2021

MEMORANDUM

TO: Kathy Cooper, Deputy Town Clerk  
Daniel Ulatowski, Principal Planner  
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Integrated Review Coordinator, ECDEP  
NYSDEC  
Williamsville Central School District

TOWN ATTORNEY



FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO REZONE 6.7± ACRES OF LAND FROM SA TO R-3, Z-2020-15; PROPERTY LOCATED AT 1789 DODGE ROAD; JOE RUBINO, PETITIONER.

**AMENDED APPLICATION AND CONCEPT PLAN:**

Received August 16, 2021

REVIEW:

Do you agree with all statements made? yes, agree with all statements made

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: [Signature] Date: 8/19/21

SM/ac

X:\Current\_Planning\Files\Rezoning\2020\Z-2020-15\_(1789\_Dodge\_Rd)\_2020\Z-2020-15\_Rev\_Transmittal\_081721.doc

cc: Joe Rubino, c/o Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Ste. 343, Williamsville, NY 14221  
Christopher Wood, P.E., Carmina Wood Morris, DPC, 487 Main St., Suite 600, Buffalo, NY 14202  
Scott A. Marshall, Principal Planner

**Carrato, Amy**

**From:** wp454@bluefrog.com  
**Sent:** Thursday, September 23, 2021 7:55 PM  
**To:** Carrato, Amy  
**Subject:** 1789 Dodge 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.

Why is it the lawyer get to state his case again. He is completely wrong. My Property will never be sold. It has been put into a trust the will out live me. My 2 boys are married and both have children on the way. So a PITZ will live in this home even if it's the last one standing. This is wrong unfair to us land owners!!  
He gets to keep coming with different perposals. Until we give up. I will spend every penny I have to fight this.

William G Pitz

This message was delivered by BlueFrog.com. To sign up for the best, secure and private email with a fun, easy to remember name, please visit <http://www.bluefrog.com> or call 1(866)BLUEFROG

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)



**Carrato, Amy**

---

**From:** Cheryl Anastasia <clana1860@gmail.com>  
**Sent:** Friday, September 24, 2021 8:48 AM  
**To:** Carrato, Amy  
**Subject:** 1789 Dodge Road  
**Attachments:** 9-23-2021.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.

I am attaching my blurb I read last night.

And I am so pleased with the 5/2 vote. Thank you.

And I will continue my disapproval at the next meeting, as I am sure this is not going down without a fight.

As previously said, the three existing developments (currently in the clearing/grubbing stage) will bring approximately 270 cars into a 1.2 mile radius of my home. Enough is enough.

Thank you again.

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)

9-23-2021

512

My name is Cheryl Anastasia and I live at 1860 Dodge Road

I moved here in 2000 and I love, love, love it. I have 1.29 acres. The space – the peace; it is truly soul soothing. It's my refuge, my home

I came from Niagara Falls with all its crowdedness, cars, noise and crime.

Our little neighborhood of approximately 15 homes on 30+ acres is a dream. We all moved here because we loved the space. Our current residents are pretty much lifers; there are a few here from the 50s in generational homes.

Our homes and properties have stood the test of time. Will these new developments?

The Proposed Development at 1789 Dodge does not fit in with the size lots of 17 homes in 6.7 acres. My concern is the amount of homes being squeezed into a small area. This will impact our neighborhood. More people create more of everything...the good, the bad and the ugly. It will take years to see how it plays out and then it will be too late.

But just for starters, Proposed 1789 will include 34 cars (assuming 2 per couple/family) exiting **directly onto Dodge**.

Proposed 1789 Dodge is very close to a **current Essex Community Development: The Preserve at Glen Meadow**. I didn't even know this was going in until I saw the sign. This has 29 patio homes scheduled on 15.5 Acres. Again, assuming 2 cars per house, **there will be 58 cars exiting directly onto Dodge**.

There is another Essex Development on Heim (.2 miles from Hopkins). **Fairwood Estates** will have 24 two-story and ranch homes on 7 acres. **Miller's Crossing** (1.3 miles from my house) at 284 New Road is 82 homes.

The traffic will be horrendous. Sometimes I now wait for 10 cars to go by before I can get out of my driveway onto Dodge.

And my next concern is how a developer can manipulate zoning ordinances to be changed. I was told repeatedly that I could not build another house on my property due to the ordinances. It's my property, I have 1.29 acres and I cannot build one family home behind me? **But a developer, who doesn't live on the property can put up 17 homes on 6.7 acres for profit?** Additionally, Proposed 1789 Dodge is designated wetlands.

These three existing developments will create a great deal of congestion (about 270 cars). We have no say in that; it's a done deal. Dodge Road is a cut through from N. French *all the way to N. Forest*

But to put in a fourth development at 1789 Dodge. What are you thinking? When is **Enough**? **enough**. Our quality of life is going to be impacted and not for the better. It breaks my heart that our rural homes, our neighborhood *our sanctuary* is being turned into subdivisions for profit.

I implore you to vote down 1789. Thank you.

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)

**Carrato, Amy**

---

**From:** Ken Montz <kpmontz@msn.com>  
**Sent:** Thursday, September 23, 2021 1:18 PM  
**To:** Carrato, Amy  
**Subject:** Rezoning 1789 Dodge

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.

If you're living on Dodge now, you're all too aware of allowing this disruption in this neighborhood. The truck traffic and construction I've been listening to all summer from a previous rezoning here at 1965 Dodge is really avoided by stopping the rezoning. You're affecting us all for years to come with the house building that comes with it. Following our Zoning is protecting this neighborhood. On behalf of the residents of Dodge rd I would like to stop thinking about and hearing these issues. Let some of us retire and return to our peaceful neighborhood, as many of you do.

Kenneth Montz  
Sent from my iPhone

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)

**Carrato, Amy**

---

**From:** Barbara Makuch <barbaramakuch007@gmail.com>  
**Sent:** Wednesday, September 22, 2021 12:39 PM  
**To:** Carrato, Amy  
**Subject:** Opposition to Request to Rezone 1789 dodge road  
**Attachments:** cid7F7CAB15-CB44-45F6-987C-BD2B621C9511.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.

Sent from my iPad

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)

To  
Town Supervisor Kulpa  
members of the Town of Amherst board  
Head of the planning board  
Members of the planning board

I am writing in opposition to the proposed development of 1789 Dodge Road. I have been a resident of this town for more than thirty years, and have enjoyed the benefits of living in this area of town, and its rural nature. I only recently heard of this new development. I missed being able to comment on the previous development by Essex homes, which should never have been approved. Dodge road is a rural two lane road, not equipped to handle any more traffic. It is difficult now to try to leave my subdivision during certain hours, but if there is new development, it will be near impossible to get out. In addition, cars may try to shortcut through our neighborhood to avoid the log jam further up the road. Our children will be at risk, as will bicycle riders and walkers.

Perhaps we need to put a moratorium on building new developments without a true master plan that is in the immediate future. The development off Casey road has shown how builders make more use of small plots of land with no regard to the impact it has in the area. Homes on top of one another, wildlife driven out, trees cut down, and the beauty of our area is seriously diminished. I am pleased that this subdivision has been denied in the past, and hope that you will deny once more.

Simply because there will be more buildings does not mean our taxes will go down. We need to consider all things within the infrastructure of the town of Amherst, and there certainly needs to be more transparency when it comes to new development.

I believe that Amherst taxpayers deserve to be informed, to be heard, and for the people who work for us be accountable for their actions.

Thank you.

Barbara Makuch

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)

**Carrato, Amy**

---

**From:** mamamed03 <mamamed03@aol.com>  
**Sent:** Wednesday, September 22, 2021 1:06 PM  
**To:** Carrato, Amy  
**Subject:** 1789 Dodge 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.

Hello,

This is Merja Kenola. I live at 1800 Dodge Rd. and I very strongly oppose a subdivision being proposed directly across the street from me. It just does not belong there. Period. I understand every town needs to generate revenue but at what cost? We are losing so much green space around here and frankly I find it so upsetting. The idea of tearing down that lovely 100 year old house is also very upsetting. I can understand adding maybe two or three houses to that property so that the concept of having a natural park like setting is maintained. What Mr. Rubino is proposing is ridiculous and I will never support it!

Thank you for your time and consideration.

Sent from the all new AOL app for iOS

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)



**Carrato, Amy**

---

**From:** Joanna Pitz <pitzjoanna@gmail.com>  
**Sent:** Wednesday, September 22, 2021 10:40 PM  
**To:** Carrato, Amy  
**Subject:** 1789 Dodge 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 the members of the board,  
I am Joanna Pitz and I have lived at 1815 Dodge Rd since I married My husband. He was proud to bring me to the home that has been in the family since 1953.  
It's very different from the neighborhood I came from in Lancaster where yards are the size of postage stamps and there are people everywhere.  
My neighborhood now has space and privacy and nature. The first year I was here I kept track of a dear mother and her two foals as they grew right in my backyard. There are also turkeys and other woodland creatures.  
I'm delighted to make this my home that will be passed down to the next generation.  
What makes me upset is that my neighborhood might be changed forever by the proposed subdivision right next door. I have let my husband do all of the talking, but my point of view is important too.  
The newest version of the proposal is for 15 homes and a new street to be built next door in this quaint rural neighborhood. Almost half of which would have postage stamp backyards facing my house and yard. This does not fit in this neighborhood. The traffic, noise, light, and more would make our neighborhood into a cookie cutter suburban area instead of the place I've adopted as my forever home.  
I get the feeling of being in the country and I still have everything I need a close drive away. This is the spirit of the neighborhood. As a resident and adjacent land owner I would consider it a tragedy if the proposed rezoning was passed.  
Please think about the residents of Amherst and especially those on Dodge Rd when you vote.

Joanna Pitz

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)

**Carrato, Amy**

---

**From:** Janie Sparks <janie.sparks@ctg.com>  
**Sent:** Thursday, September 23, 2021 9:09 AM  
**To:** Carrato, Amy; janiesparks1990@gmail.com  
**Subject:** Opposition to planned rezoning 1789 Dodge Rd East Amherst

**Importance:** High

**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 sorry this email is late but I would like to voice our opposition to the planned rezoning of 1789 Dodge Rd. I (Mary Jane Sparks) and my brother (Thomas Heim) reside at 1990 Dodge Rd. (the corner of Dodge and North French Rds.). We have seen and experienced the increased traffic in our area. The construction vehicles alone for the other subdivision just down from 1789 Dodge are horrendous. I cannot imagine the increase of new home owners traffic once construction is completed. And now another subdivision is being considered. We live on top of the signal at Dodge and North French and the accidents and near misses at the intersection are numerous. Additional traffic will only exiate the current situation. Please do not allow this plan to go through. My brother, Thomas Heim, and I have resided here for almost 70 years and the changes we have seen throughout our lifetimes are sometimes very upsetting. We do not need more overcrowded roadways in the Town of Amherst. I wish that I could be online for the web meeting but have another commitment for this evening. Thank you for listening.

Mary Jane Sparks  
[janiesparks1990@gmail.com](mailto:janiesparks1990@gmail.com)

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Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)



Marlene C. Wagner Sept 19, 2021  
 1790 Dodge Rd. PO Box 561  
 East Amherst, NY 14051

Re: 1789 Dodge Rd [2020-15] Town of Amherst  
 Proposed Residential Subdivision

Concern of ~~15~~ homes on 6.7 acres  
 which will add approximately 130 cars  
 to our current traffic.

There will be 3 roads off Dodge Rd.  
 in a very short distance starting with  
 Casey Road, new development of 29 homes,  
 Briaridge Rd, the new development on  
 Dodge Rd of 15 homes just before the  
 school, next French Rd.

This is a short distance for all those  
 cars etc. Traffic now is heavy with  
 the nearby schools so close in this  
 area.

Please understand our situation.  
 the addition of 29 homes adding approx -  
 58 more cars.

Sincerely  
 Marlene Wagner

P.S. I did not receive the last two <sup>approx</sup> (2)  
 letters from the Town of Amherst

**Carrato, Amy**

---

**From:** Nick Rockwell <nrockwell.81@icloud.com>  
**Sent:** Wednesday, September 22, 2021 8:48 AM  
**To:** Carrato, Amy  
**Subject:** Permit for M3 at 1789 Dodge Road

**CAUTION:** This email originated from outside of the organization.

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

Dear Amherst Planning Board

I am writing to you in regards to the request to rezone 6.7 acres of land at 1789 Dodge Road from SA to M3. My wife, Lisa, and I live next to this property with our two children. Changes to this property will have a significant impact on our family's quality of life. We ask that you please consider our words before deciding on your vote at the upcoming Amherst Planning Meeting on September 23rd. It is our intent that the planning board joins us in opposing the rezoning to R-3 because it is inconsistent with the Dodge Road community. If the instead board approved, zoning that required 100 feet of frontage (R1, I think), any residences developed there would be able to remain consistent with the neighborhood we have grown to love.

We moved to the Dodge Road community 6 years ago from Buffalo. In Buffalo we enjoyed living in close proximity to many of our neighbors, though we grew to feel confined by the close proximity of so many neighbors. We started to dream of a day when we could purchase a home that would allow us the space to live our best lives with our neighbors at a comfortable distance. After years of hard work and frugal living we could afford the home we dreamed of, and we found it here in the Dodge Road Community in East Amherst.

Here we have enjoyed living the quiet suburban lifestyle that exists here. We have enjoyed interacting with our neighbors, who all live far enough from us that our lifestyle needn't impede on them and their lifestyle needn't impede on us. We have the space and privacy to create a garden that suits our tastes, and we don't have to worry about interfering with our neighbors' enjoyment of their lives as we enjoy our lives on our private property. And because our neighbors live on more than an acre of property their enjoyment of their best lives doesn't impact us. Buying a house in a suburban-agricultural zone was a major selling point for our home, which we have considered to be our forever home.

As our forever home we have invested significantly in our property, which would be a huge barrier to us being able to move another area that would allow us to regain our version of the American Dream. For us, the prospect of relocating would be devastating, and not only for financial reasons. Yes, we have invested a significant amount of money, but we have also poured our time, sweat and love into developing our property. We have planted trees, shrubs and perennial plants here, some of which were given to us as gifts. To us our garden isn't just decoration, it is our oasis.

If the R-4 permit is approved and Mr Rubino is able to build 15 homes 20 feet from us we will lose almost all of the charms that brought us to this community. This project will result in 8 new properties, with 8 new families living along our nearly 900 foot long property. Because these small lots, which average 9,208 square feet, are incompatible with our property, which is 1.67 acres, it would convert our property into something completely different than what we purchased 6 years ago. However, if zoning for 100+ feet of frontage was approved, instead it would result in one new residence being build next to us and one new family living along our property. Approving the R1 zone would result in a major invasion of our way of life. We know that you don't have any more control over what Mr. Rubino applies for than we do, but approving a permit that only allowed for a single property along our property line would help us maintain our quality of life while also maintaining the integrity of our neighborhood as the suburban-agricultural community that we value.

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)



We are also concerned for yet another construction project that will impact yet more summers of our children's lives. We are concerned for the pesticides that these 15 new residents will likely use in their gardens, and the impact it will have on the local flora and fauna. We are concerned about the impact to traffic on a road that pedestrians use to commute to school and for recreation. We are concerned about the destruction of further wildlife habitats, driving out native residents. And we feel like families like ours are being driven out of East Amherst.

I thank you for reading our words. I would like to share a special thank you for the board members who *heard* us and stood with us at the first Planning Board Meeting on April 15th, 2021. We would also like to thank the board members who stood with us at the meeting in June. You really listened to our community's needs and stood with your constituents. We value you. Thank you for listening with open minds and compassion. To the two board members who voted to approve the MFR-4A zone at prior meetings, we sincerely hope that you keep your hearts and minds open to the needs of our community and reconsider where you will place your support after you have another opportunity to hear our voices.

Warm wishes,

Nick & Lisa Rockwell  
1765 Dodge Road  
East Amherst, NY 14051

Sent from my iPhone

**Carrato, Amy**

---

**From:** wp454@bluefrog.com  
**Sent:** Monday, September 20, 2021 8:06 PM  
**To:** Carrato, Amy  
**Subject:** planning board meeting

**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.

Hello,

I am sending to let you know I William Pitz at 1815 Dodge Rd. I am still the Neighborhood spokesperson. Also to let you know we the residents of Dodge rd still very much oppose this rezoning of 1789 Dodge rd. As we have offered a alternative to this rezoning. We still ask that you would only consider R1 with a min of 100' lots on Dodge Rd. This would allow the building of 4 homes that would be neighborhood friendly.

Thank you for your time,

William G Pitz

BlueFrog.com is a secure email service that allows you to send and receive emails from anywhere, anytime. To sign up for the best, secure and private email with a fun, easy to remember name, please visit <http://www.bluefrog.com> or call 1(866)BLUEFROG

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)



**Carrato, Amy**

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**From:** Andrew Godell <drew539@gmail.com>  
**Sent:** Monday, September 20, 2021 3:56 PM  
**To:** Carrato, Amy  
**Subject:** Planning Board Meeting 9/23 1789 Dodge 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: Planning Board

In regards to the upcoming Planning Board meeting on September 23, I would like to submit comments in regards to Amend Request to Rezone 6.7 acres of land located at 1789 Dodge Road.

I currently live at 189 Shellridge Dr, and my children utilize Dodge Road to walk to school at Casey Middle. I feel that this rezoning will increase traffic and increase the risk to children who are walking to the three schools in the area (Dodge, Casey and North). I feel that before rezoning can be considered, improvements to Dodge Road are required. Particularly pedestrian friendly enhancements such as sidewalks between N French and Casey and crosswalks at the intersection of Dodge and Casey. Without these enhancements, rezoning should not be considered.

Regards,  
Andrew Godell  
189 Shellridge Dr, East Amherst, NY 14051

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)

**Carrato, Amy**

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**From:** Cheryl Anastasia <clana1860@gmail.com>  
**Sent:** Wednesday, September 15, 2021 1:12 PM  
**To:** Carrato, Amy  
**Subject:** Proposed rezoning at 1789 Dodge Road  
**Attachments:** 1860 Dodge Road.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.

My name is Cheryl Anastasia and I live at 1860 Dodge Road.

I could not be at the last meeting as ironically my car was totaled LEAVING MY DRIVEWAY June 8th and I was picking up a new vehicle during the meeting (Dodge Elementary was having a function and SUVs were blocking my view as they were parked right up to driveway apron.)

I am attaching my notes read by Sandy Mack.

I will be at her house with the next meeting Thursday 9-23-2021

Thank you.

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)

As best as I can determine, the following is true (I used my end of the neighborhood up to 1789 Dodge):

The following developments have been approved and are in progress:

|              |                   |                                      |            |
|--------------|-------------------|--------------------------------------|------------|
| 1695 Dodge   | ESSEX DEVELOPMENT | 32-unit patio homes                  | = 64 cars  |
| 284 New Road | MILLER'S CROSSING | 85 new homes (2 story, ranch, patio) | = 170 cars |

**PROPOSED:**

1789 Dodge (Joe Rubino rezone 6.7 acres) 17 homes

**EXISTING:**

|            |           |             |          |
|------------|-----------|-------------|----------|
| 1790 Dodge | Mack      | 1.22 acres  |          |
| 1800 Dodge | Kenola    | 1.22 acres  |          |
| 1810 Dodge |           | 1 acre      |          |
| 1820 Dodge |           | 1 acre      |          |
| 1830 Dodge |           | 1.02 acres  |          |
| 1840 Dodge | Gamel     | 1.18 acres  |          |
| 1850 Dodge | Smith     | 1.10 acres  |          |
| 1860 Dodge | Anastasia | 1.29 acres  |          |
| 1880 Dodge | Pearce    | 3+ acres    |          |
| 1721 Dodge | Fiegl?    | 4.0 acres   |          |
| 1815 Dodge | Pitz      | 4.0+ acres  |          |
| 1825 Dodge |           | 2.0+ acres  |          |
| 1835 Dodge | Priebe    | 1.37 acres  |          |
| 1845 Dodge | Schoenle  | 3+ acres    |          |
| 1875 Dodge |           | 3+ acres    |          |
|            |           | 29.40 acres | 15 homes |

As these are family homes, using a calculation of 3 per address = 45 people for 29.40 acres = .66 per acre per person; using a high calculation of 4 per address = .49 acre per person.

Proposed development of 2 per house = 34 people for 6.7 acres = .20 per acre per person

This development will change our neighborhood forever.

As these calculations suggest, the proposed development (and I am sure the homes will be beautiful but due to close proximity, will they stand the test of time? Our homes have.) does not provide the same space and therefore, does not keep the integrity and of our established neighborhood, which is why we moved here in the first place. The feeling of country...not congestion.

Truthfully, I am dreading the completion of the two new approved developments. It breaks my heart. Is progress always progressive?

Why are developers allowed to infiltrate established neighborhoods? Change zoning codes?

There's North French, Transit..... Oh, is it more expensive to purchase initially????? And, why is it always about money (more tax dollars, Planning Board?).

Respectfully submitted,

Cheryl Anastasia  
1860 Dodge Road

**Carrato, Amy**

---

**From:** mjlsml\_goherd@roadrunner.com  
**Sent:** Wednesday, September 8, 2021 11:09 AM  
**To:** Carrato, Amy  
**Subject:** 1789 Dodge Road request to refine

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

Dear Amherst Planning Board,  
Please deny the request to rezone the property at 1789 Dodge Road. I am opposed to the request because I am highly concerned about the increase in traffic and noise along Dodge Road as a result of further development. The area and surrounding neighborhoods do not need or want a subdivision in addition to the The Essex Homes subdivision going in down the street on Dodge Road. In addition, the schools are already full of students, and building single family homes will only make the class sizes larger than they already are, which is not in the best interest of the children. Lastly, over developing the area is detrimental to the environment and wildlife. Please deny the request to rezone 1789 Dodge Road! It is not desired by surrounding residents, and would negatively impact our neighborhoods and streets!  
Sincerely,  
Shelley LaMonte  
East Amherst resident since 2007

Sent from my iPhone

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)



**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](http://www.amherst.ny.us)  
[dmarrano@amherst.ny.us](mailto:dmarrano@amherst.ny.us)

## Memorandum

May 3, 2021

To: Francina Spoth, Town Clerk  
 Re: Petition – 1789 Dodge Road

The protest petition for 1789 Dodge 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 1789 Dodge Road.

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

Cheryl E. Walfrand  
 Senior Real Property Appraiser

cc: David C. Marrano  
 Assessor

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)



**Cooper, Kathy**

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**From:** Cooper, Kathy  
**Sent:** Thursday, April 29, 2021 6:35 PM  
**To:** Marrano, David C.  
**Cc:** Spoth, Francina; Kulpa, Brian J.; Berger, Jacqueline; Bucki, Debbie; Lavin, Shawn A.; Szukala, Michael; Sliwa, Stanley J.  
**Subject:** Protest Petition 1789 Dodge Road  
**Attachments:** note fom neighbors of protest pet-04292021180141.pdf; 1789 Dodge protest petition-04292021175126.pdf

Hi Dave,

Attached please find a protest petition for the rezoning of 1789 Dodge Road that was received in our office today.

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 that Directly opposite thereto, extending 100 ft. from the street frontage of such opposite land, as provided in Zoning Ordinance, section XXI, Article 2.

Thank you,

*Kathy*

Kathy Cooper  
 Deputy Town Clerk  
 Town of Amherst

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)



We, the undersigned, oppose the rezoning of 1789 Dodge Road from agricultural SA to residential ☒ with the purpose of developing a 17 lot single family home subdivision.

| DATE    | NAME              | ADDRESS        | SIGNATURE         |
|---------|-------------------|----------------|-------------------|
| 3-3-21  | William G Pitz    | 1815 Dodge Rd  | William G Pitz    |
| 3-4-21  | Ellie Ferraina    | 1820 Dodge Rd  | Ellie Ferraina    |
| 3/5/21  | Nicholas Rockwell | 1765 Dodge rd  | Nicholas Rockwell |
| 3-5-21  | Mark Raslawsky    | 1825 Dodge rd  | Mark Raslawsky    |
| 3/6/21  | Michelle Gravel   | 1840 Dodge Rd  | Michelle Gravel   |
| 3/6/21  | Trina Schoenle    | 1845 Dodge Rd  | Trina Schoenle    |
| 3/6/21  | CS Biscaglia      | 1875 Dodge rd  | CS Biscaglia      |
| 3/6/21  | Jennifer Ohar     | 1970 Dodge Rd  | J. Ohar           |
| 3/6/21  | Ray Kaiser        | 1940 Dodge Rd  | Ray Kaiser        |
| 3/6/21  | Adam Curcio       | 1745 Dodge Rd  | Adam Curcio       |
| 3/6/21  | Dennis WRAZEN     | 1668 DODGE RD. | Dennis Wrazen     |
| 3/6/21  | Jennifer Diodate  | 1675 Dodge Rd  | Jennifer Diodate  |
| 3/6/21  | Craig May         | 1685 Dodge     | Craig May         |
| 3/6/21  | Shauna Macy       | 1685 Dodge Rd  | Shauna Macy       |
| 3-8-21  | Amy LePendu       | 1945 Dodge Rd  | Amy LePendu       |
| 3-13-21 | David J. Priebe   | 1835 Dodge Rd  | David Priebe      |
| 3-13-21 | KEN Mantz         | 1965 Dodge Rd  | Ken Mantz         |
| 3-13-21 | Mary Jane Sparks  | 1990 Dodge Rd  | Mary Jane Sparks  |
|         |                   |                |                   |
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|         |                   |                |                   |
|         |                   |                |                   |

APPROVED BY: [Signature]

Attachment: Z-2020-15 TB letter 112221 (RES-2021-1031 : 1789 Dodge Road Rezoning)



November 13, 2021

Brian J. Kulpa, Supervisor  
Town of Amherst Town Board  
5583 Main Street  
Williamsville, NY 14221

Re: Rezoning of Portion of 1789 Dodge Road from SA to R-3 [Z-2020-15]  
Proposed Residential Subdivision  
Applicant/Project Sponsor: Joe Rubino  
File No. 10187.1

Dear Supervisor Kulpa and Councilmembers:

Attached as Exhibit "1" is a copy of the correspondence dated November 9<sup>th</sup> sent by Joe Rubino to property owner within 600 ft. of the property at 1789 Dodge Road for the purpose of inviting them to attend an informational meeting regarding the proposed residential subdivision to be held on Saturday, November 20<sup>th</sup> at noon on the 1st floor of the office building at 5500 Main Street, Williamsville, NY 14221.

The layout of the proposed fifteen (15) lot residential subdivision is depicted on the color Concept Plan prepared by Carmina Wood Morris DPC that was included with the invite letter sent to property owners on November 9<sup>th</sup>.

Based on input received during the review process, the Concept Plan depicting the layout for the proposed use of the property at 1789 Dodge Road as a residential subdivision has been modified on several occasions. The most recent modifications consisted of eliminating two residential lots along the Dodge Road frontage (reducing the number of lots from seventeen to fifteen) and adding Permanent Open Space along the Dodge Road frontage that will be planted with extensive landscaping based on a plan prepared by Robert Walter, a licensed landscape architect, and that will also include a wooden two-rail split rail fence.

The Permanent Open Space to be provided consists of a total of approximately 2.7 acres of the approximately 6.7 acres of property [approximately 40.2% of the Project Site] and will include the Dodge Road frontage, the rear 20 ft. of the proposed fifteen lots, as well as the rear portion of the property.

The Permanent Open Space will be permanently protected via the recording a Declaration of Restrictions at the Erie County Clerk's Office and healthy mature trees located within the 20 ft. of Permanent Open Space to be located on the back portion of the residential lots will be preserved.

**HOPKINS SORGI & MCCARTHY PLLC**

Attorneys at Law

5500 Main Street, Suite 343 • Williamsville, New York 14221

Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com

Attachment: Kulpa-Ltr-11-13-21 (RES-2021-1031 : 1789 Dodge Road Rezoning)

**Correspondence to Supervisor Kulpa****November 13, 2021****Page 2 of 3**

The following is a “draft” list of the proposed zoning conditions that will be presented to the Town Board for its consideration during the public hearing scheduled to be held on Monday, November 22<sup>nd</sup> at 7:00 p.m.

1. That the principal use of the project site shall be limited to detached single-family homes only.
2. That the maximum density of the residential subdivision shall be fifteen (15) homes.
3. That maximum allowable height of any home on the project site as measured from finished grade shall be thirty-five feet (35’).
4. That any future development of homes, garages, sheds, patios, roadways, driveways and parking spaces in the 2.7 acres of Permanent Open Space is prohibited. The only proposed development of the portion of the Permanent Open Space is limited to required stormwater management system improvements and utility infrastructure.
5. That the landscaping and screening to be provided in the Permanent Open Space along the Dodge Road frontage of the project site shall require the approval of the Planning Board at the Preliminary Plat Application stage of the subdivision review process.
6. That Conditions Number 1 to 5 shall be memorialized via the recording of a Declaration of Restrictions at the Erie County Clerk’s Office. The content and form of the Declaration or Restrictions shall be reviewed and approved by the Town Attorney’s Office and the Zoning Enforcement Officer prior to recording at the Erie County Clerk’s Office.

Please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com with any questions regarding this letter or the enclosed documentation.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC



Sean W. Hopkins, Esq.

Enc.

cc: Jacqueline Berger, Councilmember  
 Deborah Bruch Bucki RN PhD, Councilmember  
 Shawn Lavin, Councilmember  
 Michael Szukala, Councilmember  
 Francina J. Spoth, Town Clerk  
 Kathy Cooper, Deputy Town Clerk  
 Daniel C. Howard, AICP, Planning Director

Attachment: Kulpa-Ltr-11-13-21 (RES-2021-1031 : 1789 Dodge Road Rezoning)

**Correspondence to Supervisor Kulpa**  
**November 13, 2021**  
**Page 3 of 3**

Scott A. Marshall, Principal Planner

Joe Rubino

Christopher Wood, P.E., Carmina Wood Morris DPC



**Joe Rubino**  
**5462 Sheridan Drive, Suite 2**  
**Williamsville, NY 14221**

November 9, 2021

**Re: Invitation Letter for Informational Meeting to be held on Saturday,  
 November 20<sup>th</sup> at noon at 5500 Main Street, Williamsville, NY 14221  
 Request to Amend Zoning Classification of 1789 Dodge Road from  
 SA to R-3 [Z-2020-15] – Town of Amherst**

Dear Property Owner:

I am sending this letter to the owners of properties located within 600 ft. of the property at 1789 Dodge Road to invite you to attend an informational meeting to be held on **Saturday, November 20<sup>th</sup> at noon on the 1<sup>st</sup> floor of the office building at 5500 Main Street, Williamsville, NY 14221**. During the informational meeting, we will be present the current project plans and will provide attendees with the opportunity to ask questions. Due to the ongoing Covid-19 pandemic, all attendees will be required to wear a mask during the informational meeting.

The Town Board will be holding a public hearing in connection with its review of the requested amendment of the zoning classification of 1789 Dodge Road from SA to R-3 during its meeting to be held on Monday, November 22<sup>nd</sup> at 7:00 p.m. The Town Board's policy with respect to the review of requests to amend the zoning classification of property is that a decision is not issued on the evening of the public hearing.

Based on input received during the review process, the Concept Plan depicting the layout for the proposed use of the property at 1789 Dodge Road as a residential subdivision has been modified on several occasions. A color copy of the most recently updated Concept Plan prepared by Carmina Wood Morris DPC date November 2021 is enclosed. The most recent modifications consisted of eliminating two residential lots along the Dodge Road frontage (reducing the number of lots from seventeen to fifteen) and adding Permanent Open Space along the Dodge Road frontage that will be planted with extensive landscaping based on a plan prepared by a licensed landscape architect and that will also include a wooden two-rail split rail fence.

The Permanent Open Space to be provided consists of a total of approximately 2.7 acres of the approximately 6.7 acres of property [approximately 40.2%] and will include the Dodge Road frontage, the rear 20 ft. of the proposed fifteen lots, as well as the rear portion of the property.

The Permanent Open Space will be permanently protected via the recording a Declaration of Restrictions at the Erie County Clerk's Office and healthy mature trees located within the 20 ft. of Permanent Open Space to be located on the back portion of the residential lots will be preserved.

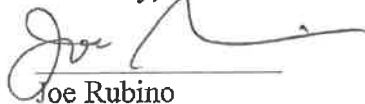
The following is a "draft" list of the proposed zoning conditions that will be presented to the Town Board for its consideration during the public hearing scheduled to be held on Monday, November 22<sup>nd</sup> at 7:00 p.m.

1. That the principal use of the project site shall be limited to detached single-family homes only.
2. That the maximum density of the residential subdivision shall be fifteen (15) homes.
3. That maximum allowable height of any home on the project site as measured from finished grade shall be thirty-five feet (35').
4. That any future development of homes, garages, sheds, patios, roadways, driveways and parking spaces in the 2.7 acres of Permanent Open Space is prohibited. The only proposed development of the portion of the Permanent Open Space is limited to required stormwater management system improvements and utility infrastructure.
5. That the landscaping and screening to be provided in the Permanent Open Space along the Dodge Road frontage of the project site shall require the approval of the Planning Board at the Preliminary Plat Application stage of the subdivision review process.
6. That Conditions Number 1 to 5 shall be memorialized via the recording of a Declaration of Restrictions at the Erie County Clerk's Office. The content and form of the Declaration or Restrictions shall be reviewed and approved by the Town Attorney's Office and the Zoning Enforcement Officer prior to recording at the Erie County Clerk's Office.

If you are unable to attend the informational meeting to be held on Saturday, November 20<sup>th</sup> at noon or have questions regarding this letter or the proposed residential subdivision, please feel free to contact me at 983-1155 or via e-mail at [josephrubino@howardhanna.com](mailto:josephrubino@howardhanna.com).

Thank for you for taking the time to review this letter.

Sincerely,



Joe Rubino

Enc. Reduced Size Color Copy of Concept Plan dated November 2021 [8.5" x 11"]



Carmina • Wood • Morris <sup>DPC</sup>







**Joe Rubino**  
**5462 Sheridan Drive, Suite 2**  
**Williamsville, NY 14221**

December 6, 2021

Brian J. Kulpa, Supervisor  
 Town of Amherst Town Board  
 5583 Main Street  
 Williamsville, NY 14221

**Re: Request to Amend Zoning Classification of 1789 Dodge Road from  
 SA to R-3 [Z-2020-15] – Town of Amherst**

Dear Supervisor Kulpa and Councilmembers:

I want to thank you for holding the public hearing on my request to rezone 1789 Dodge Road from SA to R-3 on November 22, 2021. As I mentioned during the public hearing, I am invested in the Town of Amherst. My wife and I have lived in the Town for 59 years. I went to the Williamsville Schools as did my daughters. I have been Real Estate Broker, Land Developer and Builder for over 35 years. I have built communities in the Town that have given many the opportunity to own a new home.

My phone is ringing about this proposed residential subdivision, but not in a negative way. I have had multiple requests for information from potential buyers that love the location and the feel of the development and many have visited the site already. This proposal is exactly what has been envisioned by the Town - a low- density residential subdivision that is consistent with the recommended land use pursuant to the adopted Comprehensive Plan.

Recently there have been similar residential subdivisions that have been approved and are underway. What I have proposed is unique in that there are mature trees along the Dodge Road frontage and my plan is to enhance the Dodge Road frontage with more plantings. I have previously eliminated the two entrance lots that will enable me to provide the greenspace buffer that will preserve a rural feel along the Dodge Road frontage. The rear of the site is mowed and there are many trees that will remain within the permanent open space on the rear of the site. Beyond this is a large NYSDEC wetland that is not being impacted and that will ensure the wildlife will have home.

Sean and I thought it was important to also provide a permanent greenspace buffer along the neighboring lot lines for their benefit, a feature not included in residential subdivisions that have been approved by the Town over the past several years. We are showing a 20 ft. buffer along the rear of each of the lots and it is important to note that most of this area is already covered with mature trees and thick brush. I have also shown that with some strategic privacy fencing and also by adding some plantings, I will be able to provide screening the edges of the subdivision that are adjacent to the existing homes on the adjacent properties at 1765 and 1815 Dodge Road.

Attachment: rubino letter dec\_6 (RES-2021-1031 : 1789 Dodge Road Rezoning)

I hired my Land Surveyor Nussbaumer and Clarke, spending \$1,400 to have stakes and rebar set in order to better understand where the existing lot lines are precisely located. On the south side (Rockwell parcel at 1765 Dodge Road) the stakes remain in place. On the north side of my property abutting the property owned by William Pitz at 1815 Dodge Road, the stakes were moved. You received an e-mail from Mr. Pitz saying he came home from work and saw stakes, then going on to say he knows where his property line is. I had the survey work done so that I could talk with Mr. Pitz intelligently about where the privacy fencing could be placed and also additional plantings. When Mr. Pitz continues to say that there is no communication from me, this is inaccurate. We scheduled an informational meeting with property owners within 600 ft. of the property on Saturday, November 20<sup>th</sup> and send an invite letter for the meeting on November 9<sup>th</sup>. Unfortunately, no one showed to the informational meeting. I remain willing to discuss the proposed subdivision with Mr. Pitz and the public hearing on November 22<sup>nd</sup> would have been a good time for him to ask me questions instead of just reacting in a negative way.

My southern lot line abutting to the Rockwell property at 1765 Dodge Road is also worth mentioning. The Rockwell house is located very close to Dodge Road. They have a stockade fence that is in place. I have proposed to extend that fence and also add supplemental plantings. Most of the lot line is heavily covered with brush and trees that are in the 20 ft. buffer area, this really is a natural buffer.

In order to ensure that the proposed subdivision will be consistent with the plans presented to the Town Board during the public hearing held on November 22<sup>nd</sup>, I have proposed the following zoning conditions:

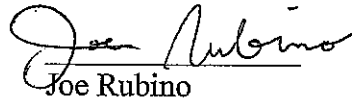
1. That the principal use of the project site shall be limited to detached single-family homes only.
2. That the maximum density of the residential subdivision shall be fifteen (15) homes.
3. That maximum allowable height of any home on the project site as measured from finished grade shall be thirty-five feet (35').
4. That any future development of homes, garages, sheds, patios, roadways, driveways and parking spaces in the 2.7 acres of Permanent Open Space is prohibited. The only proposed development of the portion of the Permanent Open Space is limited to required stormwater management system improvements and utility infrastructure.
5. That the landscaping and screening to be provided in the Permanent Open Space along the Dodge Road frontage of the project site shall require the approval of the Planning Board at the Preliminary Plat Application stage of the subdivision review process.
6. That Conditions Number 1 to 5 shall be memorialized via the recording of a Declaration of Restrictions at the Erie County Clerk's Office. The content and form of the Declaration or Restrictions shall be reviewed and approved by the Town Attorney's Office and the Zoning Enforcement Officer prior to recording at the Erie County Clerk's Office.



I am requesting that the Town Board approve the pending rezoning from SA to R-3 subject to appropriate conditions. If any of the members of the Town Board have questions regarding the pending requested zoning amendment of the proposed residential subdivision, please feel free to contact me at 983-1155 or via e-mail at josephrubino@howardhanna.com.

Thank for you for taking the time to review this letter and I hope everyone has an enjoyable holiday season.

Sincerely,

  
Joe Rubino

cc: Jacqueline Berger, Councilmember  
Deborah Bruch Bucki RN PhD, Councilmember  
Shawn Lavin, Councilmember  
Michael Szukala, Councilmember  
Francina J. Spoth, Town Clerk  
Kathy Cooper, Deputy Town Clerk  
Daniel C. Howard, AICP, Planning Director  
Scott A. Marshall, Principal Planner

**Joe Rubino**  
**5462 Sheridan Drive, Suite 2**  
**Williamsville, NY 14221**

January 9, 2022

Brian J. Kulpa, Supervisor  
 Town of Amherst Town Board  
 5583 Main Street  
 Williamsville, NY 14221

**Re: Request to Amend Zoning Classification of 1789 Dodge Road from  
 SA to R-3 [Z-2020-15] – Town of Amherst**

Dear Supervisor Kulpa and Councilmembers:

Enclosed are copies of letters that I sent to William Pitz of 1815 Dodge Road dated January 3<sup>rd</sup> along with a copy of the letter dated January 3<sup>rd</sup> that I sent to property owners within 600 ft. of the property at 1789 Dodge Road as well as any residents outside the Town's 600 ft. notification radius that have commented previously regarding the proposed low-density residential subdivision as presented to the Town Board during the public hearing held on November 22, 2021.

As stated in my previous letter to the Town Board dated December 6, 2021, in order to ensure that the proposed subdivision will be consistent with the plans presented to the Town Board during the public hearing held on November 22, 2021, I have proposed the following zoning conditions:

1. That the principal use of the property at 1789 Dodge Road ("Project Site) shall be limited to detached single-family homes only.
2. That the maximum density of the residential subdivision shall be fifteen (15) homes.
3. That maximum allowable height of any home on the project site as measured from finished grade shall be thirty-five feet (35').
4. That any future development of homes, garages, sheds, patios, roadways, driveways and parking spaces in the 2.7 acres of Permanent Open Space is prohibited. The only proposed development of the portion of the Permanent Open Space is limited to required stormwater management system improvements and utility infrastructure.
5. That the landscaping and screening to be provided in the Permanent Open Space along the Dodge Road frontage of the project site shall require the approval of the Planning Board at the Preliminary Plat Application stage of the subdivision review process.
6. That Conditions Number 1 to 5 shall be memorialized via the recording of a Declaration of Restrictions at the Erie County Clerk's Office. The content and form of the Declaration or Restrictions shall be reviewed and approved by the Town Attorney's

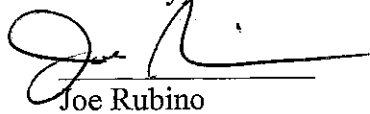
Attachment: rubino letter 1\_10 (RES-2021-1031 : 1789 Dodge Road Rezoning)

Office and the Zoning Enforcement Officer prior to recording at the Erie County Clerk's Office.

I am requesting that the Town Board approve the pending rezoning from SA to R-3 subject to appropriate conditions. If any of the members of the Town Board have questions regarding the pending requested zoning amendment of the proposed residential subdivision, please feel free to contact me at 983-1155 or via e-mail at [josephrubino@howardhanna.com](mailto:josephrubino@howardhanna.com).

Thank for you for taking the time to review this letter .

Sincerely,



Joe Rubino

Enc.

cc: Jacqueline Berger, Councilmember  
Deborah Bruch Bucki RN PhD, Councilmember  
Shawn Lavin, Councilmember  
Michael Szukala, Councilmember  
Francina J. Spoth, Town Clerk  
Timothy Koller, Deputy Town Clerk  
Daniel C. Howard, AICP, Planning Director  
Scott A. Marshall, Principal Planner  
Sean Hopkins, Esq.

Attachment: rubino letter 1\_10 (RES-2021-1031 : 1789 Dodge Road Rezoning)

Joe Rubino  
5462 Sheridan Drive, Suite 2  
Williamsville, NY 14221

January 3, 2022

William Pitz  
1815 Dodge Road  
E. Amherst, NY 14051

Re: Rezoning of 1789 Dodge Road

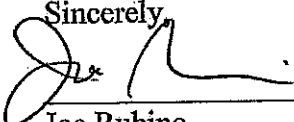
Dear Mr. Pitz:

I am reaching out to you once again to see if you would like to meet to discuss the proposed rezoning and subdivision that is pending before the Amherst Town Board. During previous meetings including the public hearing held by the Town Board on November 22<sup>nd</sup>, you indicated that I was not willing to meet with you to discuss. I have been and remain willing to meet with you to discuss the proposed project.

I realize from previous comments that you are not in favor of the requested rezoning to accommodate the subdivision as presented to the Town Board on November 22<sup>nd</sup>. Nonetheless, I believe it would be beneficial if we have a meeting so we can at least discuss the specifics of the proposed buffering proposed along your property line. As you know, I have included some strategically placed privacy fencing and plantings for your benefit that will also be helpful to future homeowners. While I do understand that this is change that you don't like, I do believe that the screening I have proposed will help address concerns you have raised regarding to maintaining privacy.

I would also like to discuss the property line that I had professionally staked and then the stakes were subsequently relocated. I have asked you numerous times if you could provide a survey of your property so that I can provide a copy to Nussbaumer & Clarke, Inc., the professional surveying company that staked the property boundary. If you provide a survey of your property, then any differences of opinion regarding the precise location of the shared property boundary can be properly evaluated by professionals.

I am available to meet in person with taking COVID precautions, social distancing and wearing a mask, or by cell, email or texting.

Sincerely,  
  
Joe Rubino

Attachment: rubino letter 1\_10 (RES-2021-1031 : 1789 Dodge Road Rezoning)



Joe Rubino  
5462 Sheridan Drive, Suite 2  
Williamsville, NY 14221

January 3, 2022

Re: Project Update Letter - Rezoning of 1789 Dodge Road

Dear Resident:

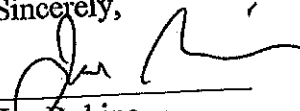
As you know, I own 1789 Dodge Road, the location of the proposed residential home subdivision. If you have previously commented about my project or have received a project update letter from me, I would like to speak with you to answer any questions you may have. I am available to meet in person with taking COVID precautions, social distancing and wearing a mask. I am also available by cell, e-mail or texting.

What I have proposed in terms of the project layout is based on input received during the lengthy review process is unique in the Town compared to other subdivisions that have recently been approved since there are mature trees along the Dodge Road frontage and my plan is to enhance the Dodge Road frontage with additional plantings within the proposed Permanent Open Space. I previously eliminated two of the proposed residential lots along the Dodge Road frontage based on input received that will enable the layout to include the Permanent Open Space that will preserve the rural character along the relevant segment of Dodge Road. The rear of the site is mowed and there are many trees that will remain within the Permanent Open Space on the rear of the site. Beyond the Permanent Open Space on the rear of the site is a large NYSDEC freshwater wetland that is not being impacted.

The subdivision layout also provides a Permanent Open Space buffer along the lot lines of the two adjoining properties for their benefit, a feature not included in residential subdivisions that have been approved by the Town over the past several years. I have also shown some strategic privacy fencing and new plantings.

If you have any questions, please reach out to me and we can discuss them.

Sincerely,

  
Joe Rubino

Attachment: rubino letter 1\_10 (RES-2021-1031 : 1789 Dodge Road Rezoning)



# Amherst Town Board

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Town Clerk  
 Initiated by: **Timothy Koller**  
 Co-Sponsored by:

DOC ID: 25258

## RESOLUTION 2022-76

**HEARING CLOSED**

### 3325 Millersport Highway & Portion of 3275 Millersport Highway Rezoning

Request to rezone 3325 Millersport Hwy from GB to MFR-5 & R3 and portion of 3275 Millersport Hwy from R-3 to MFR-5

The Town Board is requested to not act on the subject rezoning request at its meeting of January 18, 2022 other than to conduct a public hearing. A SEQR determination and a draft resolution of approval or denial will be prepared when the Town Board establishes a decision date. Therefore, following the close of the public hearing, our office request that the subject matter be placed under Unfinished Business, consistent with rule 5G of the Town Board Rules of Order.

#### **1/18/2022**

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 8:54 PM.

Attorney Sean Hopkins, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the February 7<sup>th</sup> Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 9:07 PM.

**RESULT: HEARING CLOSED**

**LOCAL LAW NO. \_\_\_\_\_-202\_****TOWN OF AMHERST  
COUNTY OF ERIE, STATE OF NEW YORK****A LOCAL LAW AMENDING CHAPTER 203 OF THE TOWN OF AMHERST CODE,  
KNOWN AS THE ZONING ORDINANCE TO REZONE 3325 MILLERSPORT  
HIGHWAY FROM GB TO MFR-5 & R-3 AND A PORTION OF 3275 MILLERSPORT  
HIGHWAY FROM R-3 TO MFR-5 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 3325 Millersport Highway from GB to MFR-5 & R-3 and a portion of 3275 Millersport Highway from R-3 to MFR-5 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 3325 Millersport Highway from GB to MFR-5 & R-3 and a portion of 3275 Millersport Highway from R-3 to MFR-5 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 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 GB to MFR-5 & R-3, the zoning of 3325 Millersport Highway and from R-3 to MFR-5, the zoning of a portion of 3275 Millersport Highway, subject to any conditions imposed by the authorizing resolution; legally described as follows:

**LEGAL DESCRIPTION OF PORTION OF 3325 MILLERSPORT HIGHWAY TO BE  
REZONED FROM GB TO MFR-5:**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 58, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at the intersection of the east line of lands conveyed to Levin Inc. by deed recorded in Liber 10910 of Deeds at page 6663 Parcel V (B) with the south line of North French Road as now laid out:

THENCE: S-01°-43'-53"-W, along the westerly line of aforesaid Deed a distance of 530.54 feet to a point;

THENCE: Through lands conveyed to Levin Inc. by deed recorded in Liber 10910 of Deeds at page 6663 Parcel V (B) the following two (2) courses and distances;

- 1) S-88°-28'-24"-W a distance of 410.34 feet to a point;
- 2) S-01°-36'-59"-W a distance of 77.52 feet to the north line of lands conveyed to Levin Inc. by deed recorded in Liber 11100 of Deeds at page 8342:

THENCE: N-88°-16'-07"-W, along said north line of lands conveyed to Levin Inc. by Liber 11100 of Deeds at page 8342 and the south line of lands conveyed to Levin Inc. by deed recorded in Liber 10910 of Deeds at page 6663 Parcel V (D) a distance of 1031.87 feet to a point on the southeast line of Millersport Highway;

THENCE: N-38°-57'-07"-E, along the southeast line of Millersport Highway a distance of 339.20 feet to a point, said point being distant 401.28 feet southerly from the north line of Lot 58 as measured at right angles thereto;

THENCE: S-88°-16'-07"-E and parallel with the north line of Lot 58 a distance of 86.49 feet to the southwest corner of Parcel V (A) as conveyed to Levin, Inc. by aforesaid Deed;

THENCE: N-02°-21'-56"-E, along the west line of Levin, Inc. a distance of 115.55 feet to a point on the southeast line of Millersport Highway;

THENCE: N-38°-57'-07"-E, along the southeast line of Millersport Highway a distance of 39.35 feet to the southwest corner of lands conveyed to Gerald Gradl Sr. by deed recorded in the Erie County Clerk's Office in Liber 10895 of Deeds at page 2922;

THENCE: S-88°-16'-07"-E and parallel with the north line Lot 58 and along the south line of Gerald Gradl Sr. lands by aforesaid Deed a distance of 333.21 feet to the

southeast corner of Gerald Gradl Sr. lands;

THENCE: N-01°-43'-53"-E, along the east line of Gerald Gradl Sr. lands a distance of 189.39 feet to a point;

THENCE: S-88°-16'-07"-E along a southerly line of Gerald Gradl Sr. lands and parallel with the north line Lot 58 a distance of 60.00 feet to a point;

THENCE: N-01°-43'-53"-E, along an east line of Gerald Gradl Sr. lands a distance of 10.00 feet to a point on the south line of North French Road as acquired by the New

York State Department of Transportation for highway purposes as shown on Map No. 284, Parcel No. 317 and conveyed by deed recorded in the Erie County Clerk's Office Liber 9138 of Deeds at page 299;

THENCE: S-88°-16'-07"-E, along the south line of North French Road by aforesaid Deed and the south line of lands acquired by the New York State Transportation Department for highway purposes as shown on Map No. 285, Parcel No. 318 and conveyed by deed recorded in the Erie County Clerk's Office Liber 9137 of Deeds at page 513 a distance of 516.80 feet to the southeast corner of Map No. 285, Parcel 318;

THENCE: N-01°-43'-53"-E, along the east line of Map No. 285, Parcel 318 as conveyed by aforesaid Deed a distance of 15.00 feet to a point on the south line of North French Road as acquired by the Erie County Department of Public Works Division of Highways for highway widening as shown on Parcel No. 42, Map SK 175-39R3 and conveyed by deed recorded in the Erie County Clerk's Office in Liber 6839 of Deeds at page 79

THENCE: Easterly along the south line of North French Road as acquired by the aforesaid Deed and by Parcel No. 43, Map SK 175-40R3 and conveyed by deed recorded in the Erie County Clerk's Office in Liber 6839 of Deeds at page 75, Parcel 2, the following five (5) courses and distances:

- 1.) S-88°-16'-07"-E, a distance of 66.64 feet;
- 2.) N-01°-43'-53"-E, a distance of 4.00 feet;
- 3.) S-88°-16'-07"-E, a distance of 54.00 feet;
- 4.) S-01°-43'-53"-W, a distance of 4.00 feet;
- 5.) S-88°-16'-07"-E, a distance of 93.98 feet to the POINT OR PLACE OF BEGINNING containing 15.016 acres be the same more or less.

**LEGAL DESCRIPTION OF PORTION OF 3325 MILLERSPORT HIGHWAY TO BE REZONED FROM GB TO R-3:**



ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie and State of New York being part of Lot 58, Township 12, Range 7 of the Holland Land Survey, bounded and described as follows:

COMMENCING at the intersection of the east line of lands conveyed to Levin Inc. by deed recorded in Liber 10910 of Deeds at page 6663 Parcel V (B) with the south line of North French Road:

THENCE: S-01°-43'-53"-W along the east line of said Levin Inc. lands a distance of 530.54 feet to the POINT OF BEGINNING of the parcel hereinafter described;

THENCE: Continuing S-01°-43'-53"-W along the east line of said Levin Inc. lands a distance of 175.28 feet to the southeast corner thereof;

THENCE: S-88°-28'-24"-W along a southerly line of said Levin Inc. lands a distance of 407.21 feet to an east line of lands conveyed to Levin Inc. by deed recorded in Liber 11100 of Deeds at page 8342:

THENCE: N-00°-00'-33"-W along said east line of Levin Inc. lands a distance of 97.63 feet to a point;

THENCE: N-01°-36'-59"-E through said Levin Inc. lands a distance of 77.52 feet to a point;

THENCE: N-88°-28'-24"-E through said Levin Inc. lands a distance of 410.34 feet to the POINT OF BEGINNING containing 1.644 acres be the same more or less.

**LEGAL DESCRIPTION OF PORTION OF 3275 MILLERSPORT HIGHWAY TO BE REZONED FROM R-3 TO MFR-5:**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 58, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

COMMENCING at the intersection of the southeast line of Millersport Highway with the south line of lands conveyed to Levin Inc. by deed recorded in Liber 10910 of Deeds at page 6663 Parcel V (D)

THENCE: S-88°-16'-07"-E, along the south line of aforesaid Deed a distance of 317.52 feet to the POINT OF BEGINNING;

THENCE: S-88°-16'-07"-E, along the south line of aforesaid Deed and the north line of lands conveyed to Levin Inc. by deed recorded in Liber 11100 of Deeds at page 8342, a distance of 294.77 feet to a point;

THENCE: Through said lands conveyed to Levin Inc. by Liber 11100 of Deeds at page 8342 the following two (2) courses and distances;

- 3) S-01°-43'-53"-W a distance of 146.13 feet to a point;
- 4) S-76°-03'-30"-W a distance of 244.33 feet to the west line of said lands conveyed by Liber 11100 of Deeds at page 8342;

THENCE: N-13°-56'-30"-W, along said west line of lands conveyed to Levin Inc. by Liber 11100 of Deeds at page 8342 a distance of 220.33 feet to the POINT OR PLACE OF BEGINNING containing 1.112 acres be the same more or less.

#### 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**



Town of Amherst Planning Department

Erie County, New York



Brian J. Kulpa  
Supervisor

Daniel C. Howard, AI  
Planning Director

Daniel J. Ulatowski, AI  
Assistant Planning Director

## Town Board Agenda of January 18, 2022

January 12, 2022

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

Subject: Request to rezone 17.78 ± acres of land from GB to MFR-5 & R-3; property located at 3275 (portion) & 3325 Millersport Highway; The Green Organization, Petitioner. (Z-2021-08).

Honorable Members:

The subject property is a 17.78 ± acre irregularly shaped parcel located on the south side of Millersport Highway, approximately ± 300 feet east of the corner of Millersport Highway and North French Road. The parcel has 725 ± feet of frontage on North French Road and 520 ± feet of frontage on Millersport Highway. North French Road is an Erie County owned minor arterial and Millersport Highway is a New York State owned major arterial, in Figure 9 of the Bicentennial Comprehensive Plan.

The site is mostly grass and a heavily wooded area in the south and south east corner. On November 1, 2021 Earth Dimensions prepared a wetland delineation and documented a 23.1± acre wetland in the southeast corner of the subject site.

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

The purpose of this request is to permit the development of a mix of residential housing types. The concept plan illustrates (3) three story apartment buildings that front on North French Road, (2) three story apartment buildings and (2) two story townhome buildings that are all located in the interior of the site and (1) two story townhome building that is adjacent to Millersport Highway. All the necessary stormwater management, parking, and landscaping are shown on the concept plan, with a curb cut proposed on both North French Road and Millersport Highway.

In 1981, a petition was made to rezone a 9.4 ± acre parcel from R-3 to GB. This rezoning petition was for 3271 Millersport Highway, what is now a portion of the current parcel. The request was to rezone to GB to allow for the operation of a nursery business. The request was recommended for denial by the Planning Board on March 19, 1981, and later withdrawn from the Town Board agenda of May 4, 1981.

Honorable Town Board

Rezone 17.78 ± acres of land from GB to MFR-5 and R-3; property located at 3275 (portion) & 3325 Millersport Highway Agenda of January 18, 2022

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 of the Bicentennial Comprehensive Plan illustrates the proposed project area as 'mixed residential' use. The mixed residential land use is generally characterized by a density of 4 to 12 dwelling units per acre, located along high access suburban and commercial corridors served by public transportation. The concept plan provided illustrates a density that is just above 10 units per acre. While the area to be rezoned is upwards of 20 acres, the developed area is 16 ± acres with a total of 162 dwelling units. Both North French Road and Millersport Highway are high access suburban corridors that are in close proximity to the I-990. The third defining factor of the 'mixed residential' land use is its placement as a transition between commercial uses and lower density residential uses. The Crosspoint Business Park, less than 1000 ± feet to the west of the subject site and its adjacent lands are a commercial anchor for this portion of the Town of Amherst. The combination of multi-family residential and townhome units proposed on the subject property will create a buffer between these commercial uses to the west and the low density, single family character along Millersport to the south and along North French going east.

#### INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

The proposed rezoning is consistent with §1-2-2K of the Zoning Ordinance which seeks to guide future development of the Town to bring about the gradual conformity of land and building uses in accordance with the objectives of the Comprehensive Plan. The intent of the Multi-Family Residential-5 (MFR-5) zoning district is to provide the opportunity for medium density mixed residential dwellings. Conversely, the other zoning district sought in this rezoning request, Residential District Three (R-3) allows exclusively, single-family homes on individual lots as a principal use. The concept plan provided appears to meet the intent of both zoning districts sought in the petition. Dimensional standards for each district, vehicle use area standards, and landscaping requirements will be analyzed during site plan review.

#### CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

Surrounding land uses include, multi-family housing to the east and west, single family homes to the north and south, and an auto dealer/repair facility immediately adjacent at the northwest portion of the site. The concept plan provided illustrates a mix of housing types including multi-family residential, and townhome units. Based upon the surrounding land uses, the concept plan provided is consistent and compatible with the surrounding development.

Continued...

Honorable Town Board

Rezone 17.78 ± acres of land from GB to MFR-5  
and R-3; property located at 3275 (portion) & 3325  
Millersport Highway, Agenda of January 18, 2022

### ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the proposed rezoning are available and adequate at the subject location. This is a Type I action, and an environmental assessment consistent with SEQR has been prepared for the subject proposal, the Town of Amherst has been established as the Lead Agency. 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 at their meeting of November 18, 2021 held a public hearing on the subject rezoning request and recommended that the Town Board find that the requirements of SEQR have been completed and that the subject request will not have a significant adverse effect on the environment. The Planning Board also recommended that the subject rezoning request be approved.

The Planning Department requests that if the Town Board desires to act on the rezoning request, that a decision date be established after the public hearing so that the Planning Department can prepare a determination of environmental significance pursuant to SEQR, and prepare a resolution for the Town Board's consideration.

Very truly yours,



Daniel C. Howard, AICP  
Planning Director

DH/TV/ac

Att.

X:\Current\_Planning\Files\Rezoning\2021\Z-2021-08\_(3275\_&\_3325\_Millersport\_Hwy)\_2021\Z-2021-08\_TB letter 011822.docx

cc: Stanley Sliwa, Town Attorney

Planning Board Approval November 18, 2021

Ayes 7, Noes 0



TOWN OF AMHERST  
PLANNING BOARD  
ZONING RESOLUTION  
Z-2021-08

PETITIONER

The Green Organization  
Matt Green  
6465 Transit Road  
East Amherst, NY 14051

PROPERTY LOCATION

3275 (portion) & 3325 Millersport Highway

NOV 23 '21 APR 11 '22 ROW

WHEREAS the Town of Amherst Planning Board on Thursday, November 18, 2021 held a public hearing on the proposed rezoning of land from GB to MFR-5 & R-3 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.
- B. The proposal is consistent with the Bicentennial Comprehensive Plan-Conceptual Land Use Plan (Figure 6) which shows 'mixed residential' use in this area of the Town.
- C. The proposal is consistent with Section 3.6.2 and Section 3.11.2 of the Bicentennial Comprehensive Plan, "Residential District Three (R-3) and Multi-Family Residential District Five (MFR-5)." This proposal seeks to provide medium density multi-family development which meets the intent of the MFR-5 district. The intent of the R-3 zoning district is not met because there are no single-family homes proposed, however the proposed R-3 district is left as permanent open space in the plan, which is a permitted use in the R-3 district.
- D. There are adequate services and utilities available or proposed to be made available in the construction of the development.
- E. The proposal is not compatible with the present zoning. The proposal is compatible with the conforming uses of nearby property and with the character of the neighborhood.
- F. The subject property is not suitable for uses permitted by the current versus the proposed district.

TOWN OF AMHERST  
PLANNING BOARD  
ZONING RESOLUTION  
Z-2021-08

PETITIONER

The Green Organization

PROPERTY LOCATION

3275 (portion) & 3325 Millersport Highway

NOV 23 '21 4:11:22 ROWD

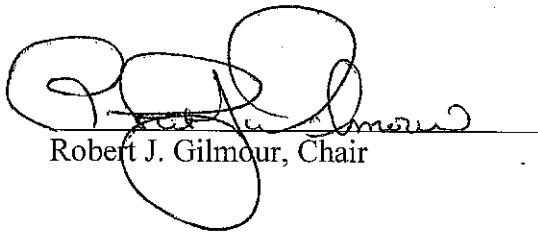
- G. The proposed change does tend to improve the balance of uses, or meets a specific demand in the Town.
- H. A Wetland and Waterbodies Delineation Report, prepared by Earth Dimensions, Inc., has identified potential jurisdictional wetlands on the subject property. Review and issuance of a determination letter will be conducted by the United States Army Corps of Engineers.

WHEREAS 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 conditions:

1. That the petitioner address the requirements or concerns raised in the correspondence from the New York State Department of Environmental Conservation, the New York State Department of Transportation, Erie County Department of Environment and Planning, and Erie County Department of Public Works, during the site plan review process.

The foregoing resolution was adopted by the Town of Amherst Planning Board, November 18, 2021; moved by Giuliani; seconded by Gill; ayes 7, noes 0.



Robert J. Gilmour, Chair

11-23-21.  
Date

TV/ac

X:\Current\_Planning\Files\Rezoning\2021\Z-2021-08\_(3275\_&\_3325\_Millersport\_Hwy)\_2021\Z-2021-08\_resolution\_111821.doc

cc:

Town Clerk

Commissioner of Building

Highway Superintendent

Town Engineer

Traffic/Safety Coordinator

Christopher Wood, Carmina Wood Morris, 487 Main St., Suite 600, Buffalo, NY 14203

Sean Hopkins, Hopkins Sorgi & McCarthy, PLLC, 5500 Main St., Ste. 343, Williamsville, NY 14221

Matt Green, The Green Organization, 6465 Transit Rd., E. Amherst, NY 14051

Attachment: Z-2021-08\_TB letter packet 011822 (RES-2022-76 : 3325 Millersport Highway & Portion of 3275 Millersport Highway Rezoning)

**Rezoning Application & Supporting Documentation - Rezoning of 3325 Millersport Highway from GB to MFR-5 and R-3 and Portion of 3275 Millersport Highway from R-3 to MFR-5**  
**Date: September 20, 2021**



Applicant: The Green Organization  
 c/o Sean Hopkins, Esq.,  
 5500 Main Street, Suite 343  
 Williamsville, NY 14221  
 Tel: 716.510-4338  
 E-mail: shopkins@hsmlegal.com

## TOWN OF AMHERST PLANNING DEPARTMENT

### *Application for Rezoning Review and, if required Comprehensive Plan Amendment* **For Official Use**

File #: Z-2021-08      Acreage 17.78±      Fee \$ 5265<sup>00</sup>

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<br>\$1,250 + \$250/acre or fraction thereof over 2 acres   |          | \$4,000.00         |
| 20 – 30 ACRES<br>\$5,700 + \$150/acre or fraction thereof over 20 acres |          |                    |
| OVER 30 ACRES<br>\$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            |
| <b>TOTAL FEE:</b>                                                       |          | <b>\$ 5,265.00</b> |



[Note: A completed Part 1 of the Full Environmental Assessment Form along with Page 5[a] is attached as Exhibit "2".]

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

**TO BE COMPLETED BY APPLICANT**

1. **Petitioner:** Name: The Green Organization  
 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@hsmlegal.com

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

From: GB and R-3 District Rezoning of 3325 Millersport Highway  
 from GB to MFR-5 and R-3 and Portion of  
 To: MFR-5 and R-3 District 3275 Millersport Highway from GB to R-3

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

3275 and 3325 Millersport Highway

SBL #: 42.00-1-45.2

4. **Area of land to be rezoned (in acres):** 17.78 acres

5. **Owner of Land:**

Name: The Green Organization  
 Address: 6465 Transit Road, East Amherst, NY 14051  
 Telephone: 716.402-2004

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

Other Representative:  
 Christopher Wood, P.E.  
 Carmina Wood Morris DPC  
 487 Main Street, Suite 600  
 Buffalo, New York 14202  
 Tel: 842-3165 [Ext. 103]  
 E-mail: cwood@cwm-ae.com

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

7. **Petitioner's interest in property** [Note: Authorization Letter of the Property Owner signed attached as Exhibit "1" of this Rezoning Application.]

\_\_\_\_\_ Option to purchase

\_\_\_\_\_ Owner

  X   Other (explain)

The Applicant has entered into a contract to  
purchase the Project Site.

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.** Legal descriptions of property to be rezoned GB to MFR-5, R-3 to GB and GB to R-3 attached as Exhibit "3" and copy of the Survey prepared by Mark Andrews of GPI is attached as Exhibit "4".

10. **Said property has the following deed restrictions or Covenants:** (attach copy) [Note: A full size copy of the Survey is also attached.]

Liber 11362

Page 6516

A copy of the Declaration of Restrictive Covenants recorded on July 9, 2020 is provided at Exhibit "7A".

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.



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

162

B. Distribution of dwelling units by type

The attached dwelling units will consist exclusively of attached residential units for lease.

C. Gross Residential Density per acre

6.95 units per acre.

D. Total amount of Open Space

12 acres of Permanent Open Space

E. Proposed Non-Residential Floor Area 4,200 sq. ft. - Proposed Clubhouse

[Note: A reduced size copy of the Concept Site Plan [Drawing C-100] prepared by Carmina Wood Morris DPC is provided at Exhibit "7" and a full size copy is also attached.]

**13. Development Schedule:**

Start 2022

Finish 2023

Stages (# of) 1

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

The proposed multifamily units will be leased.

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

Greenspace and landscaping will be privately owned and maintained.

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

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

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

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.

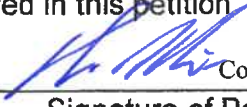
**E. Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:**

See Exhibit 6.

17. The petitioner encloses herewith the sum of \$ 5,265.00 to pay the fee, and consents to the placement of a sign(s) at the described location identifying this request for a period of time to be determined by the Town Clerk.
18. The undersigned certifies that all information required to be disclosed pursuant to Section 809 of the General Municipal Law (see below) is as follows:

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

[Note: Authorization Letter of Property  
Owner signed attached as Exhibit "1".]

  
Counsel for Petitioner  
Signature of Petitioner

Subscribed and sworn to before me this 20th day of September, 20 21

Notary Public, Erie County, New York



MARIANNE BRAUTLACHT  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 01/14/2022

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

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

2. For the purpose of this section an officer or employee shall be deemed to have an interest in the applicant when he, his spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them
  - (a) is the applicant, or
  - (b) is an officer, director, partner or employee of the applicant, or
  - (c) legally or beneficially owns or controls stock of a corporate applicant or is a member of a partnership or association applicant, or
  - (d) is a party to an agreement with such an applicant, express or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable approval of such applicant, petition or request.
3. In the county of Nassau the provisions of subdivisions one and two of this section shall also apply to a party officer. "Party Officer" shall mean any person holding any position or office, whether by election, appointment or otherwise, in any party as defined by subdivision four or section two of the election law.
4. Ownership of less than five per cent of the stock of a corporation whose stock is listed on the New York or American Stock Exchanges shall not constitute an interest for the purposes of this section.
5. A person who knowingly and intentionally violates this section shall be guilty of a misdemeanor.

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



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**Exhibit 1 – Authorization Form of  
Signed on Behalf of the Property Owner**

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**AUTHORIZATION FORM**

Levin Inc., as the owner of two contiguous parcels of real property located at 3275 and 3325 Millersport Highway in the Town of Amherst (collectively the "Project Site") hereby authorizes The Green Organization, the law firm of Hopkins Sorgi & McCarthy PLLC and the engineering firm of Carmina Wood Morris DPC to seek required approvals and permits from the municipal boards of the Town of Amherst and involved agencies including but not limited to a rezoning, area variances and site plan approval in connection with the proposed development of the Project Site as a multifamily project.

**LEVIN INC.**Signature: 

Print Name: Olivia T. Paulo-Lee, Esq.,  
Attorney and Authorized Person for  
Levin, Inc.

---

**Exhibit 2 – Part 1 of the Full Environmental  
Assessment Form Prepared Pursuant to the  
State Environmental Quality Review Act  
("SEQRA") with Page 5[a] and  
Attachments "A" and "B"**

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**Full Environmental Assessment Form  
Part 1 - Project and Setting**

**Part 1 of Full Environmental  
Assessment Form with Page 5[a]  
and Attachments "A" and "B"  
Date: September 20, 2021**

7.5.b

**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 1 is accurate and complete.

**A. Project and Applicant/Sponsor Information.**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                      |                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|-----------------|
| Name of Action or Project:<br>Proposed Multifamily Project - Rezoning of 3325 Millersport Highway and Portion of 3275 Millersport Highway                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                      |                 |
| Project Location (describe, and attach a general location map):<br>3275 and 3325 Millersport Highway - Town of Amherst - Erie County                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                      |                 |
| Brief Description of Proposed Action (include purpose or need):<br>The proposed project ("action") consists of a proposed 162-unit multifamily project to be located on portions of 3275 and 3325 Millersport Highway ("Project Site"). The project involves the downzoning of 15.015 acres of the Project Site from GB to MFR-5 and also involves the rezoning of 1.12 acres from R-3 to MFR-5 and 1.644 acres from GB to R-3. A copy of the Concept Site Plan [Drawing C-100 - Date: 09/17/21] depicting the layout of the proposed multifamily project as prepared by Carmina Wood Morris DPC is attached to the Rezoning Application. The project will result in 12 acres of Permanent Open Space to remain permanently undeveloped [51.5% of the Project Site]. The proposed action has been defined broadly to include all required discretionary approvals and permits as well as all proposed site improvements including proposed multifamily buildings, roadway connections to Millersport Highway and N. French Rd., lighting, on-site storm water management improvements, landscaping and all required utility improvements. The purpose of the project is to develop the Project Site for Mixed Residential per the recommended land use in Figure 6 of the Town's adopted Comprehensive Plan. The proposed project is a Type I action pursuant to Section 104-3 of the Town of Amherst Code due to the presence of mapped NYSDEC Freshwater Wetland within 100 ft. of the Project Site. The relevant NYSDEC wetland is located on north side of North French Road. |                                                      |                 |
| Name of Applicant/Sponsor:<br>The Green Organization c/o Sean Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Telephone: 510-4338<br>E-Mail: shopkins@hsmlegal.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):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Telephone:                                           |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | E-Mail:                                              |                 |
| Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                      |                 |
| City/PO:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | State:                                               | Zip Code:       |
| Property Owner (if not same as sponsor):<br>Levin Inc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Telephone:                                           |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | E-Mail:                                              |                 |
| Address:<br>2330 Maple Road, Suite 203                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                      |                 |
| City/PO: Williamsville                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | State: NY                                            | Zip Code: 14221 |

**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, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees | Town Board - Rezoning of Portions of Project Site                        | September 20, 2021                                                  |
| b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No     | Planning Board - Site Plan Approval                                      | To be Determined                                                    |
| c. City, Town or Village Zoning Board of Appeals <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No          | Zoning Board of Appeals - Area Variances                                 | To be Determined                                                    |
| d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                   | Building Permit - Building Dept. - Stormwater Permit - Engineering Dept. | To be Determined                                                    |
| e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                        | ECDPW - Highway Work Permit, ECHD - Sewer, ECWA - RPZ                    | To be Determined                                                    |
| f. Regional agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                      |                                                                          |                                                                     |
| g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                         | NYS DOT - Highway Work Permit; NYS DEC - SPDES Permit & DSCA Approval    | To be Determined                                                    |
| h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                       | USACE - Amended Wetland Permit                                           | To be Determined                                                    |
| i. Coastal Resources.                                                                                                         |                                                                          |                                                                     |
| i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?                         |                                                                          | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?                      |                                                                          | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| iii. Is the project site within a Coastal Erosion Hazard Area?                                                                |                                                                          | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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? [The Project Site is designated as appropriate for Mixed Residential per Figure 6 of the Comprehensive Plan.] ☒ 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):



|                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>C.3. Zoning</b>                                                                                                                                                                                  |                                                                                                                                                                                                                                                                         |
| a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance.<br>If Yes, what is the zoning classification(s) including any applicable overlay district? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>The property at 3325 Millersport Highway is currently zoned General Business District ("GB") and the property at 3275 Millersport Highway is currently zoned Residential District Three ("R-3"). |
| b. Is the use permitted or allowed by a special or conditional use permit?                                                                                                                          | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                     |
| c. Is a zoning change requested as part of the proposed action?<br>If Yes,                                                                                                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                |
| i. What is the proposed new zoning for the site? Multifamily Residential District Five ("MFR-5"), General Business District ("GB") and R-3.                                                         |                                                                                                                                                                                                                                                                         |
| <b>C.4. Existing community services.</b>                                                                                                                                                            |                                                                                                                                                                                                                                                                         |
| a. In what school district is the project site located?                                                                                                                                             | Village of Williamsville 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?                                                                                                                     | Volunteer Fire Department                                                                                                                                                                                                                                               |
| d. What parks serve the project site?                                                                                                                                                               | There are various parks located in the Town of Amherst that will be accessible to future residents of the proposed project.                                                                                                                                             |

**D. Project Details**

|                                                                                                                                                                                  |                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <b>D.1. Proposed and Potential Development</b>                                                                                                                                   |                                                                     |
| a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Multifamily Project.           |                                                                     |
| b. a. Total acreage of the site of the proposed action?                                                                                                                          | 23.3 acres                                                          |
| b. Total acreage to be physically disturbed?                                                                                                                                     | 10.5 +/- acres                                                      |
| c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?                                                           | 23.3 acres                                                          |
| c. Is the proposed action an expansion of an existing project or use?                                                                                                            | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?                                                                                                       | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?                                                                                                                                   |                                                                     |
| <input type="checkbox"/> Yes <input type="checkbox"/> 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?                                                                                                                   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| i. If No, anticipated period of construction: _____ months [The construction schedule will take into consideration market conditions.]                                           |                                                                     |
| 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: _____ |                                                                     |

f. Does the project include new residential uses? ☐ Yes ☐ No

If Yes, show numbers of units proposed.

|                             | <u>One Family</u> | <u>Two Family</u> | <u>Three Family</u> | <u>Multiple Family (four or more)</u> |
|-----------------------------|-------------------|-------------------|---------------------|---------------------------------------|
| Initial Phase               |                   |                   |                     | 162                                   |
| At completion of all phases |                   |                   |                     | 162                                   |

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 on the Project Site

iii. If other than water, identify the type of impounded/contained liquids and their source.

Stormwater runoff from impervious surfaces.

iv. Approximate size of the proposed impoundment. Volume: \_\_\_\_\_ million gallons; surface area: \_\_\_\_\_ 1.0 to 1.2 acres

v. Dimensions of the proposed dam or impounding structure: \_\_\_\_\_ height; \_\_\_\_\_ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

Earth fill - The proposed project does not involve a dam as regulated by the NYSDEC.

## 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): There are 8.66 acres of wetlands subject to the jurisdiction of the United States Army Corps of Engineers ("USACE") located on the Project Site. A copy of the Wetland Summary Plan prepared by Earth Dimensions, Inc. is provided at Attachment "A" of this Part 1 of the Full EAF. A copy of the Jurisdictional Determination issued by the USACE on August 15, 2016 is provided at Attachment "B".

[Note: Earth Dimensions, Inc. has been retained conduct an updated wetland delineation of the Project Site. A copy of the Wetland Delineation Report to be prepared by Earth Dimensions, Inc. will be submitted to the Town of Amherst Planning Department at the same time it is submitted to the USACE.]

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: \_\_\_\_\_ 35,640 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 project: \_\_\_\_\_

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

N/A

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

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

If Yes:

i. Total anticipated liquid waste generation per day: \_\_\_\_\_ 35,640 gallons/day

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

sanitary sewage

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
- Name of district: Town of Amherst
- 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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <ul style="list-style-type: none"> <li>• Do existing sewer lines serve the project site? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></li> <li>• Will a line extension within an existing district be necessary to serve the project? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></li> </ul> <p>If Yes:</p> <ul style="list-style-type: none"> <li>• Describe extensions or capacity expansions proposed to serve this project: _____</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| <p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <ul style="list-style-type: none"> <li>• Applicant/sponsor for new district: _____</li> <li>• Date application submitted or anticipated: _____</li> <li>• What is the receiving water for the wastewater discharge? _____</li> </ul> <p>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):</p> <p>N/A _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| <p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____</p> <p>None _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| <p>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? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p style="padding-left: 40px;">_____ Square feet or <u>8.8</u> acres (impervious surface)</p> <p style="padding-left: 40px;">_____ Square feet or <u>23.3</u> acres (parcel size)</p> <p>ii. Describe types of new point sources. Roofs, parking lots _____</p> <p>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)?</p> <p>On-site storm water management area _____</p> <ul style="list-style-type: none"> <li>• If to surface waters, identify receiving water bodies or wetlands: _____</li> <li>• Will stormwater runoff flow to adjacent properties? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></li> </ul> |  |
| <p>iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>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? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| <p>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? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>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) <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> <li>• _____ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)</li> <li>• _____ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)</li> <li>• _____ Tons/year (short tons) of Perfluorocarbons (PFCs)</li> <li>• _____ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)</li> <li>• _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)</li> <li>• _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)</li> </ul>                                                                                                                        |  |



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  
[Note: A Traffic Impact Study is being prepared by SRF Associates to evaluate the potential traffic impacts associated with the proposed multifamily project. Copies of the TIS to be prepared by SRF Associates will be submitted to the Planning Department upon completion.]

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend

☐ Randomly between hours of \_\_\_\_\_ to \_\_\_\_\_.

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

iii. Parking spaces: Existing \_\_\_\_\_ Proposed \_\_\_\_\_ Net increase/decrease \_\_\_\_\_

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

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

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

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

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

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

If Yes:

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

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

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

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

i. During Construction:

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

ii. During Operations:

- Monday - Friday: \_\_\_\_\_ Not Applicable- Residential Project
- Saturday: \_\_\_\_\_
- Sunday: \_\_\_\_\_
- Holidays: \_\_\_\_\_



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p style="margin-left: 20px;"><u>Construction activities in furtherance of the construction of the proposed multifamily project will result in temporary unavoidable adverse noise impacts during daytime hours. The project will not result in any long-term adverse noise impacts.</u></p> <p>ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>Describe: _____</p>                                                                                                                                                                                                                                                                                                                    |  |
| <p>n. Will the proposed action have outdoor lighting? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p style="margin-left: 20px;"><u>There will be on-site lighting provided in accordance with the stringent lighting standards set forth in the Town of Amherst Zoning Code.</u></p> <p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>Describe: _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| <p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| <p>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? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally, describe the proposed storage facilities: _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| <p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe proposed treatment(s): _____</p> <p>_____</p> <p>_____</p> <p>ii. Will the proposed action use Integrated Pest Management Practices? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| <p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> <li>• Construction: _____ 2 tons per _____ week (unit of time)</li> <li>• Operation : _____ 4 tons per _____ month (unit of time)</li> </ul> <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> <li>• Construction: <u>Recycling will be at the discretion of the contractor</u></li> <li>• Operation: <u>Recycling will be in accordance with the Town of Amherst recycling program</u></li> </ul> <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> <li>• Construction: <u>NYSDEC approved C&amp;D landfill</u></li> <li>• Operation: <u>NYSDEC approved landfill</u></li> </ul> |  |

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: \_\_\_\_\_ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: \_\_\_\_\_

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

### E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

☐ Urban ☐ Industrial ☒ Commercial ☒ Residential (suburban) ☐ Rural (non-farm)

☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): \_\_\_\_\_

ii. If mix of uses, generally describe:

There are a mixture of uses in the vicinity of the Project Site including commercial, multifamily, single-family and undeveloped land.

b. Land uses and covertypes on the project site.

| Land use or Covertypes                                                                   | Current Acreage | Acreage After Project Completion | Change (Acres +/-) |
|------------------------------------------------------------------------------------------|-----------------|----------------------------------|--------------------|
| • Roads, buildings, and other paved or impervious surfaces                               | 0               | 8.8                              | +8.8               |
| • Forested                                                                               | 4.24            | 4.24                             | 0                  |
| • Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural) | 10.4            | 0                                | -10.4              |
| • Agricultural (includes active orchards, field, greenhouse etc.)                        | 0               | 0                                | 0                  |
| • Surface water features (lakes, ponds, streams, rivers, etc.)                           | 0               | 0                                | 0                  |
| • Wetlands (freshwater or tidal) [Federal Wetlands]                                      | 8.66            | 8.66                             | 0                  |
| • Non-vegetated (bare rock, earth or fill)                                               | 0               | 0                                | 0                  |
| • Other Describe: Landscaping                                                            | 0               | 1.6                              | +1.6               |

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☒ No  
 i. If Yes: explain: \_\_\_\_\_

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☒ No  
 If Yes,  
 i. Identify Facilities: \_\_\_\_\_

e. Does the project site contain an existing dam? ☐ Yes ☒ No  
 If Yes:  
 i. Dimensions of the dam and impoundment:  
     • Dam height: \_\_\_\_\_ feet  
     • Dam length: \_\_\_\_\_ feet  
     • Surface area: \_\_\_\_\_ acres  
     • Volume impounded: \_\_\_\_\_ gallons OR acre-feet  
 ii. Dam's existing hazard classification: \_\_\_\_\_  
 iii. Provide date and summarize results of last inspection: \_\_\_\_\_

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☒ No  
 If Yes:  
 i. Has the facility been formally closed? ☐ Yes ☐ No  
     • If yes, cite sources/documentation: \_\_\_\_\_  
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: \_\_\_\_\_  
 iii. Describe any development constraints due to the prior solid waste activities: \_\_\_\_\_

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☒ No  
 If Yes:  
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: \_\_\_\_\_

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☒ No  
 If Yes:  
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☐ No  
     ☐ Yes – Spills Incidents database Provide DEC ID number(s): \_\_\_\_\_  
     ☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): \_\_\_\_\_  
     ☐ Neither database  
 ii. If site has been subject of RCRA corrective activities, describe control measures: \_\_\_\_\_  
 iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐ Yes ☒ No  
 If yes, provide DEC ID number(s): \_\_\_\_\_  
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): \_\_\_\_\_

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: \_\_\_\_\_

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**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       | 67 % |
| Cheektowaga fine sandy loam | 24 % |
| Getzville silt loam         | 9 %  |

d. What is the average depth to the water table on the project site? Average: \_\_\_\_\_ > 3 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: \_\_\_\_\_

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h. Surface water features.

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

ii. Do any wetlands or other waterbodies adjoin the project site? ☒ Yes ☐ No  
If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

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

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

|                                     |                                                         |                          |
|-------------------------------------|---------------------------------------------------------|--------------------------|
| • Streams:                          | Name _____                                              | Classification _____     |
| • Lakes or Ponds:                   | Name _____                                              | Classification _____     |
| • Wetlands:                         | Name Federal Waters, Federal Waters, Federal Waters,... | Approximate Size 8.66 ac |
| • Wetland No. (if regulated by DEC) | _____                                                   |                          |

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☒ No  
If yes, name of impaired water body/bodies and basis for listing as impaired: \_\_\_\_\_

---

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

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

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

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>m. Identify the predominant wildlife species that occupy or use the project site: _____<br/>         Typical suburban species _____<br/>         _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| <p>n. Does the project site contain a designated significant natural community? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br/>         If Yes:<br/>           i. Describe the habitat/community (composition, function, and basis for designation): _____<br/>           ii. Source(s) of description or evaluation: _____<br/>           iii. Extent of community/habitat:<br/>             • Currently: _____ acres<br/>             • Following completion of project as proposed: _____ acres<br/>             • Gain or loss (indicate + or -): _____ acres</p> |  |
| <p>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? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br/>         If Yes:<br/>           i. Species and listing (endangered or threatened): _____<br/>           _____<br/>           _____</p>                                                                                                                                         |  |
| <p>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? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br/>         If Yes:<br/>           i. Species and listing: _____<br/>           _____</p>                                                                                                                                                                                                                                                                                           |  |
| <p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br/>         If yes, give a brief description of how the proposed action may affect that use: _____<br/>           _____</p>                                                                                                                                                                                                                                                                                   |  |
| <p><b>E.3. Designated Public Resources On or Near Project Site</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| <p>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? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br/>         If Yes, provide county plus district name/number: _____</p>                                                                                                                                                                                                                                                             |  |
| <p>b. Are agricultural lands consisting of highly productive soils present? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br/>           i. If Yes: acreage(s) on project site? _____<br/>           ii. Source(s) of soil rating(s): _____</p>                                                                                                                                                                                                                                                                                                                          |  |
| <p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br/>         If Yes:<br/>           i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature<br/>           ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____<br/>           _____<br/>           _____</p>                                          |  |
| <p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br/>         If Yes:<br/>           i. CEA name: _____<br/>           ii. Basis for designation: _____<br/>           iii. Designating agency and date: _____</p>                                                                                                                                                                                                                                                       |  |



|                                                                                                                                                                                                                                                                                                                                                                                  |                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| 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? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If Yes: <ul style="list-style-type: none"> <li>i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site    <input type="checkbox"/> Historic Building or District</li> <li>ii. Name: _____</li> <li>iii. Brief description of attributes on which listing is based: _____</li> </ul>                                                          |                                                                     |
| 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?                                                                                                                                                              | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| g. Have additional archaeological or historic site(s) or resources been identified on the project site?                                                                                                                                                                                                                                                                          | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If Yes: <ul style="list-style-type: none"> <li>i. Describe possible resource(s): _____</li> <li>ii. Basis for identification: _____</li> </ul>                                                                                                                                                                                                                                   |                                                                     |
| h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?                                                                                                                                                                                                                             | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If Yes: <ul style="list-style-type: none"> <li>i. Identify resource: _____</li> <li>ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____</li> <li>iii. Distance between project and resource: _____ miles.</li> </ul>                                                           |                                                                     |
| i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?                                                                                                                                                                                                                                            | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If Yes: <ul style="list-style-type: none"> <li>i. Identify the name of the river and its designation: _____</li> <li>ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></li> </ul>                                                           |                                                                     |

#### F. Additional Information

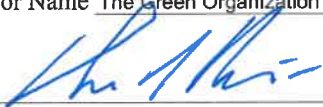
Attach any additional information which may be needed to clarify your project.

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.

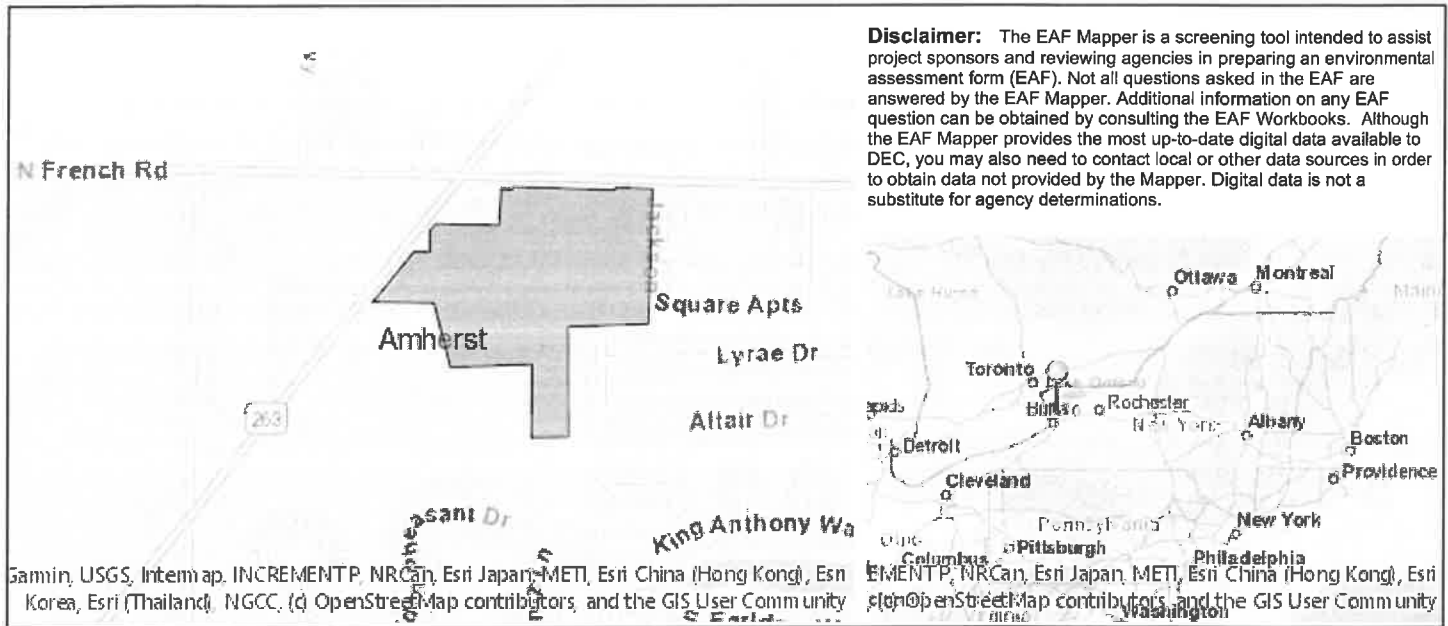
Applicant/Sponsor Name The Green Organization Date September 20, 2021

Signature  Title Attorney for Project Sponsor

**PRINT FORM**

## EAF Mapper Summary Report

Wednesday, September 15, 2021 3:08 PM



|                                                                                    |                                                                                                                                   |
|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| 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 - Wetlands Name]                                  | Federal Waters                                                                                                                    |
| E.2.h.v [Impaired Water Bodies]                                                    | No                                                                                                                                |
| E.2.i. [Floodway]                                                                  | No                                                                                                                                |
| E.2.j. [100 Year Floodplain]                                                       | No                                                                                                                                |
| 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]                                                   | No                                                                               |
| E.3.i. [Designated River Corridor]                                             | No                                                                               |

7.5.b

Attachment: Z-2021-08\_TB letter packet 011822 (RES-2022-76 : 3325 Millersport Highway & Portion of 3275 Millersport Highway 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 |
|-----------------------------|---------------------|-----------------------------|--------------------------|----------------------------|-------------------------|
| Cosad Loamy Fine Sand       | Severe              | Severe                      | Severe                   | Severe                     | Severe                  |
| Cheektowaga Fine Sandy Loam | Severe              | Severe                      | Severe                   | Severe                     | Severe                  |
| Getzville Silt Loam         | Severe              | Moderate                    | Severe                   | Moderate                   | Moderate                |
|                             |                     |                             |                          |                            |                         |

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 ☐ Not applicable

[Note: Three copies of the Geotechnical Report prepared by McMahon and Mann dated January of 2006 have been submitted with the Rezoning Application and supporting documentation.]

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.*

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:

Not Applicable.

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 peak hour upon completion of project 66

Source: ITE Trip Generation Report

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:

35,640 gpd average flow 142,560 gpd peak flow.

(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.)

11. Based on the Town's 2011 Reconnaissance Level Survey of Historic Resources, is your property 'blue-rated' for historic significance? ☐ Yes ☒ No

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**Attachment “A” of Part 1 of the Full  
Environmental Assessment Form – Wetland  
Summary Map as Prepared by Earth  
Dimensions, Inc.**

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**Attachment “B” of Part 1 of the Full  
Environmental Assessment Form –  
Jurisdictional Determination Issued by the  
United States Army Corps of  
Engineers dated August 15, 2016**

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

August 15, 2016

Regulatory Branch

SUBJECT: Preliminary Jurisdictional Determination for Department of the Army  
Application No. LRB-2005-00255

Mr. Frank Levin  
Levin, Inc.  
1255 Eggert Road  
Eggertsville, New York 14226

Dear Mr. Levin:

I have reviewed the wetland delineation map you submitted for your request for a wetland boundary verification, located at 3325 Millersport Highway, Town of Amherst, Erie County, New York.

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. Please note that this is a Preliminary Jurisdictional Determination (JD). Preliminary JDs are non-binding written indications that there may be waters of the United States (WOUS) on your parcel and approximate locations of those waters. Preliminary JDs are advisory in nature and may not be appealed.

Pursuant to Regulatory Guidance Letter 08-02, any permit application made in reliance on this Preliminary JD will be evaluated as though all wetlands or waters on the site are regulated by the Corps. Further, all waters, including wetlands will be used for purposes of assessing the area of project related impacts and compensatory mitigation. If you require a definitive response regarding Department of the Army jurisdiction for any or all of the waters identified on the submitted drawings, you may request an approved jurisdictional determination (AJD) from this office. If an AJD is requested, please be aware that this is often a lengthy process and we may require the submittal of additional information.

I have enclosed the Preliminary JD Form with this letter. The form and attached table identifies the extent of waters on the site and specific terms and conditions of the Preliminary JD. Please sign and return a copy of this form to my attention so that I may complete my evaluation of your file. If you do not respond within fifteen days of this letter, I will assume you no longer wish to pursue the JD and will withdraw your application.

Attachment: Z-2021-08\_TB letter packet 011822 (RES-2022-76 : 3325 Millersport Highway & Portion of 3275 Millersport Highway Rezoning)

In accordance with Regulatory Guidance Letter 05-02, "Preliminary jurisdictional determinations are not definitive determinations of areas within regulatory jurisdiction and do not have expirations dates." However, I strongly recommend that the boundaries of WOUS be re-evaluated by a qualified wetland biologist after five years of the date of this letter. This will ensure that any changes are appropriately identified and you do not inadvertently incur a violation of Federal law while constructing your project or working on your project site.

Lastly, this determination has been conducted only to identify the limits of 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.

Questions pertaining to this matter should be directed to me at 716-879-4308, by writing to the following address: U.S. Army Corps of Engineers, 1776 Niagara Street, Buffalo, New York 14207, or by e-mail at: Heather.L.Adams@usace.army.mil

Sincerely,

ADAMS.HEATHER  
R.L.1257722933

Digitally signed by  
ADAMS.HEATHER.L.1257722933  
DN: c=US, o=U.S. Government,  
ou=DoD, ou=PKI, ou=USA,  
cn=ADAMS.HEATHER.L.1257722933  
Date: 2016.08.15 12:54:45 -04'00'

Heather Adams  
Biologist

Enclosures

**ATTACHMENT****PRELIMINARY JURISDICTIONAL DETERMINATION FORM****BACKGROUND INFORMATION**

**A. REPORT COMPLETION DATE FOR PRELIMINARY JURISDICTIONAL DETERMINATION (JD):** August 12, 2016

**B. NAME AND ADDRESS OF PERSON REQUESTING PRELIMINARY JD:**  
 Mr. Frank Levin  
 Levin, Inc.  
 1255 Eggert Road  
 Eggertsville, New York 14226

**C. DISTRICT OFFICE, FILE NAME, AND NUMBER:**  
 LRB-2005-00255, Levin, Inc.

**D. PROJECT LOCATION(S) AND BACKGROUND INFORMATION:  
 (USE THE ATTACHED TABLE TO DOCUMENT MULTIPLE WATERBODIES  
 AT DIFFERENT SITES)**

State: NY County/parish/borough: Erie City: Amherst  
 Center coordinates of site (lat/long in degree decimal format):  
 Latitude: 43.03353° North Longitude: 78.74531° West  
 Universal Transverse Mercator: 17  
 Name of nearest waterbody:

Identify (estimate) amount of waters in the review area:

Non-wetland waters: 275 linear feet  
 Cowardin Class: riverine  
 Stream Flow: intermittent  
 Wetlands: 3.47 acres  
 Cowardin Class: palustrine forested

Name of any water bodies on the site that have been identified as Section 10 waters: none

Tidal:

Non-Tidal:

**E. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):**

☐ Office (Desk) Determination. Date:

☒ Field Determination. Date(s): 7/26/2016

1. The Corps of Engineers believes that there may be jurisdictional waters of the United States on the subject site, and the permit applicant or other affected party



who requested this preliminary JD is hereby advised of his or her option to request and obtain an approved jurisdictional determination (JD) for that site. Nevertheless, the permit applicant or other person who requested this preliminary JD has declined to exercise the option to obtain an approved JD in this instance and at this time.

2. In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "pre-construction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an approved JD for the activity, the permit applicant is hereby made aware of the following: (1) the permit applicant has elected to seek a permit authorization based on a preliminary JD, which does not make an official determination of jurisdictional waters; (2) that the applicant has the option to request an approved JD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an approved JD could possibly result in less compensatory mitigation being required or different special conditions; (3) that the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) that the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) that undertaking any activity in reliance upon the subject permit authorization without requesting an approved JD constitutes the applicant's acceptance of the use of the preliminary JD, but that either form of JD will be processed as soon as is practicable; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a preliminary JD constitutes agreement that all wetlands and other water bodies on the site affected in any way by that activity are jurisdictional waters of the United States, and precludes any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an approved JD or a preliminary JD, that JD will be processed as soon as is practicable. Further, an approved JD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331, and that in any administrative appeal, jurisdictional issues can be raised (see 33 C.F.R. 331.5(a)(2)). If, during that administrative appeal, it becomes necessary to make an official determination whether CWA jurisdiction exists over a site, or to provide an official delineation of jurisdictional waters on the site, the Corps will provide an approved JD to accomplish that result, as soon as is practicable. This preliminary JD finds that there "may be" waters of the United States on the subject project site, and identifies all aquatic features on the site that could be affected by the proposed activity, based on the following information:

**SUPPORTING DATA. Data reviewed for preliminary JD (check all that apply**

- checked items should be included in case file and, where checked and requested, appropriately reference sources below):

- ☒ Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant: .
- ☒ Data sheets prepared/submitted by or on behalf of the applicant/consultant.
- ☒ Office concurs with data sheets/delineation report.
- ☐ Office does not concur with data sheets/delineation report.
- ☐ Data sheets prepared by the Corps: .
- ☐ Corps navigable waters' study: .
- ☐ U.S. Geological Survey Hydrologic Atlas: .
- ☐ USGS NHD data.
- ☐ USGS 8 and 12 digit HUC maps.
- ☒ U.S. Geological Survey map(s). Cite scale & quad name: NY-Clarence Center.
- ☐ USDA Natural Resources Conservation Service Soil Survey. Citation: .
- ☒ National wetlands inventory map(s), USFWS
- ☐ State/Local wetland inventory map(s): .
- ☐ FEMA/FIRM maps: .
- ☐ 100-year Floodplain Elevation is: (National Geodetic Vertical Datum of 1929)
- ☒ Photographs: ☒ Aerial (Name & Date):Google Earth, various years.  
or ☒ Other (Name & Date):site photos provided by applicant.
- ☐ Previous determination(s). File no. and date of response letter: .
- ☐ Other information (please specify): .

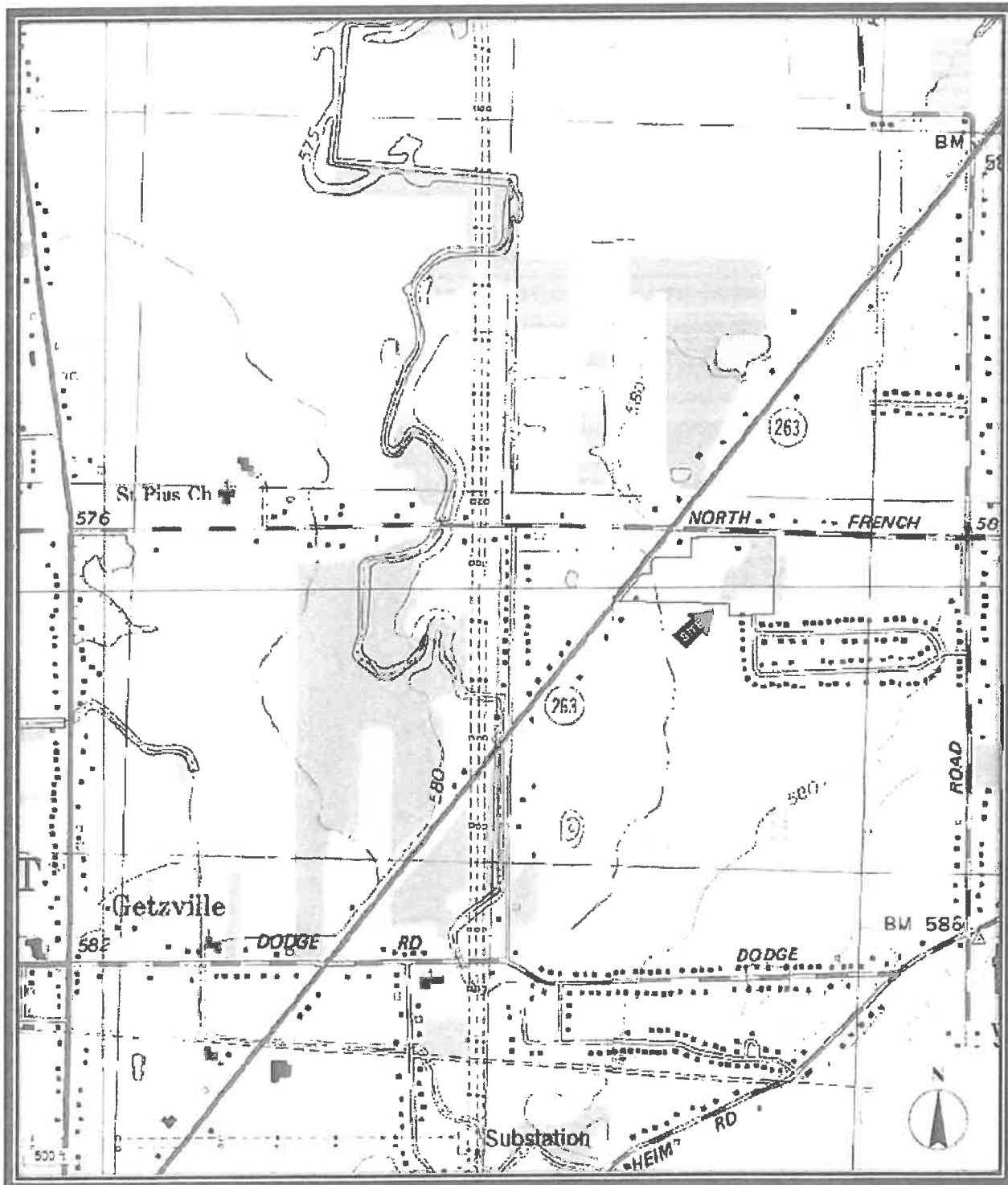
**IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.**

ADAMS.HEATHER  
R.L.1257722933

Digitally signed by  
ADAMS.HEATHER.L.1257722933  
DN: c=US, o=U.S. Government, ou=DoD,  
ou=PKI, ou=USA,  
cn=ADAMS.HEATHER.L.1257722933  
Date: 2016.08.15 12:55:03 -04'00'

Signature and date of  
Regulatory Project Manager  
(REQUIRED)

Signature and date of  
person requesting preliminary JD  
(REQUIRED, unless obtaining  
the signature is impracticable)



**FIGURE 1: USGS 7.5 MINUTE TOPOGRAPHICAL MAP**

Clarence Center Quadrangle / 2002 DeLorme

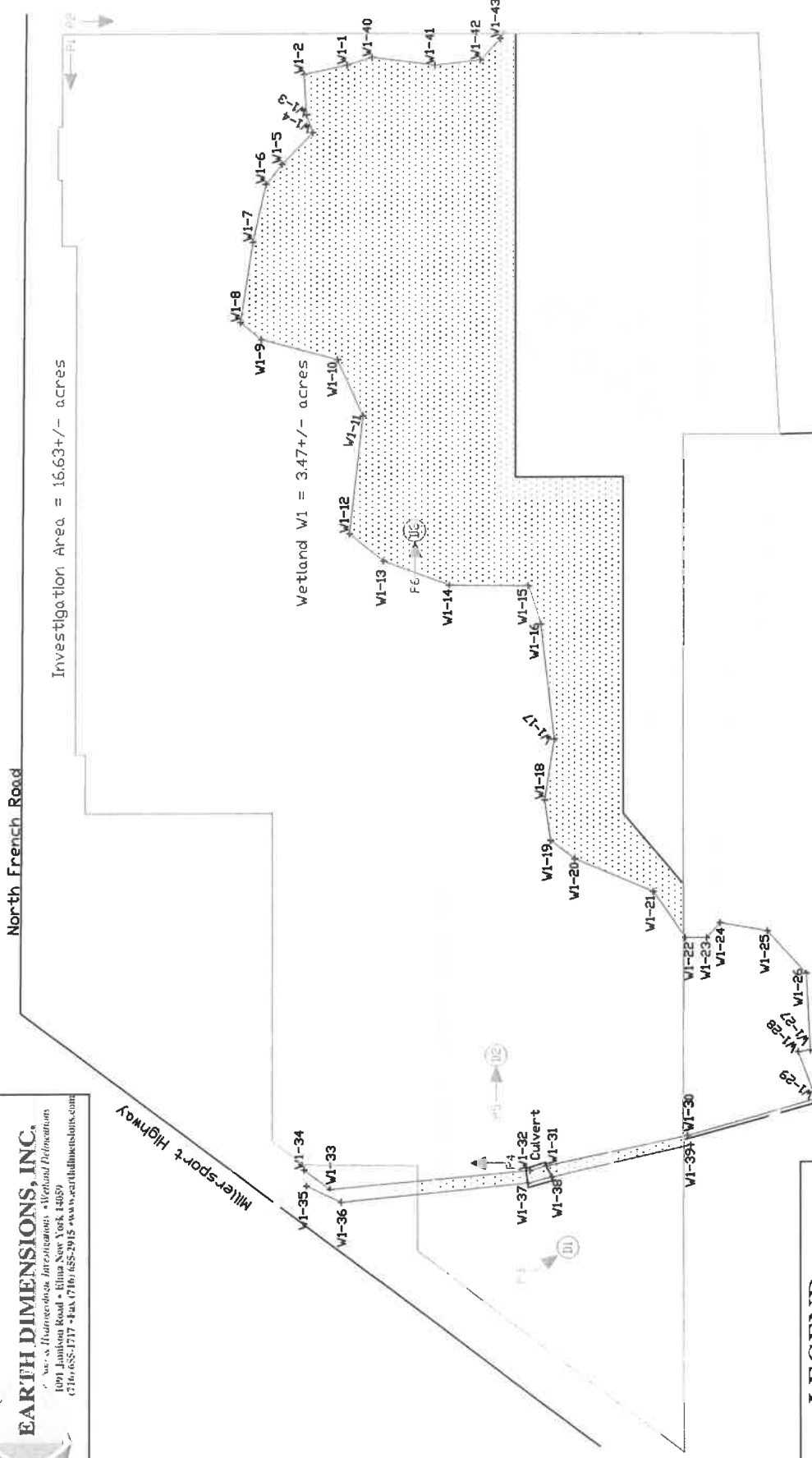
3325 Millersport Highway

Town of Amherst, Erie County, New York

Levin, Inc.  
D/A Processing No. LRB-2005-00255  
Erie County  
Sheet 1 of 2

Figure 8: Wetland Delineation Map

3325 Millersport Highway  
Town of Amherst      Erie County, New York



Investigation Area = 16.63+/- acres

Wetland W1 = 3.47+/- acres

LEGEND

- Limits of Investigation
- Roads, Buildings
- Wetland Boundary Flag
- Wetland Area
- Linear Drainages

Scale: 0 100' 200'

Levin, Inc.  
D/A Processing No. LRB-2005-00255  
Erie County  
Sheet 2 of 2



---

**Exhibit 3 – Legal Descriptions of  
Portions of the Project Site to be Rezoned  
from GB to MFR-5, GB to R-3 and R-3 to  
MFR-5 as Prepared by Mark Andrews of GPI**

---



### **EXHIBIT 3 OF REZONING APPLICATION**

#### **LEGAL DESCRIPTIONS OF PROPERTY TO BE REZONED FROM GB TO MFR-5, GB TO R-3 AND R-3 TO MFR-5**

#### **LEGAL DESCRIPTION OF PORTION OF 3325 MILLERSPORT HIGHWAY TO BE REZONED FROM GB TO MFR-5:**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 58, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at the intersection of the east line of lands conveyed to Levin Inc. by deed recorded in Liber 10910 of Deeds at page 6663 Parcel V (B) with the south line of North French Road as now laid out:

THENCE: S-01°-43'-53"-W, along the westerly line of aforesaid Deed a distance of 530.54 feet to a point;

THENCE: Through lands conveyed to Levin Inc. by deed recorded in Liber 10910 of Deeds at page 6663 Parcel V (B) the following two (2) courses and distances;

- 1) S-88°-28'-24"-W a distance of 410.34 feet to a point;
- 2) S-01°-36'-59"-W a distance of 77.52 feet to the north line of lands conveyed to Levin Inc. by deed recorded in Liber 11100 of Deeds at page 8342:

THENCE: N-88°-16'-07"-W, along said north line of lands conveyed to Levin Inc. by Liber 11100 of Deeds at page 8342 and the south line of lands conveyed to Levin Inc. by deed recorded in Liber 10910 of Deeds at page 6663 Parcel V (D) a distance of 1031.87 feet to a point on the southeast line of Millersport Highway;

THENCE: N-38°-57'-07"-E, along the southeast line of Millersport Highway a distance of 339.20 feet to a point, said point being distant 401.28 feet southerly from the north line of Lot 58 as measured at right angles thereto;

THENCE: S-88°-16'-07"-E and parallel with the north line of Lot 58 a distance of 86.49 feet to the southwest corner of Parcel V (A) as conveyed to Levin, Inc. by aforesaid Deed;

THENCE: N-02°-21'-56"-E, along the west line of Levin, Inc. a distance of 115.55 feet to a point on the southeast line of Millersport Highway;

THENCE: N-38°-57'-07"-E, along the southeast line of Millersport Highway a distance of 39.35 feet to the southwest corner of lands conveyed to Gerald Gradl Sr. by deed recorded in the Erie County Clerk's Office in Liber 10895 of Deeds at page 2922;

THENCE: S-88°-16'-07"-E and parallel with the north line Lot 58 and along the south line of Gerald Gradl Sr. lands by aforesaid Deed a distance of 333.21 feet to the southeast corner of Gerald Gradl Sr. lands;

THENCE: N-01°-43'-53"-E, along the east line of Gerald Gradl Sr. lands a distance of 189.39 feet to a point;

THENCE: S-88°-16'-07"-E along a southerly line of Gerald Gradl Sr. lands and parallel with the north line Lot 58 a distance of 60.00 feet to a point;

THENCE: N-01°-43'-53"-E, along an east line of Gerald Gradl Sr. lands a distance of 10.00 feet to a point on the south line of North French Road as acquired by the New York State Department of Transportation for highway purposes as shown on Map No. 284, Parcel No. 317 and conveyed by deed recorded in the Erie County Clerk's Office Liber 9138 of Deeds at page 299;

THENCE: S-88°-16'-07"-E, along the south line of North French Road by aforesaid Deed and the south line of lands acquired by the New York State Transportation Department for highway purposes as shown on Map No. 285, Parcel No. 318 and conveyed by deed recorded in the Erie County Clerk's Office Liber 9137 of Deeds at page 513 a distance of 516.80 feet to the southeast corner of Map No. 285, Parcel 318;

THENCE: N-01°-43'-53"-E, along the east line of Map No. 285, Parcel 318 as conveyed by aforesaid Deed a distance of 15.00 feet to a point on the south line of North French Road as acquired by the Erie County Department of Public Works Division of Highways for highway widening as shown on Parcel No. 42, Map SK 175-39R3 and conveyed by deed recorded in the Erie County Clerk's Office in Liber 6839 of Deeds at page 79

THENCE: Easterly along the south line of North French Road as acquired by the aforesaid Deed and by Parcel No. 43, Map SK 175-40R3 and conveyed by deed recorded in the Erie County Clerk's Office in Liber 6839 of Deeds at page 75, Parcel 2, the following five (5) courses and distances:

- 1.) S-88°-16'-07"-E, a distance of 66.64 feet;
- 2.) N-01°-43'-53"-E, a distance of 4.00 feet;
- 3.) S-88°-16'-07"-E, a distance of 54.00 feet;
- 4.) S-01°-43'-53"-W, a distance of 4.00 feet;
- 5.) S-88°-16'-07"-E, a distance of 93.98 feet to the POINT OR PLACE OF BEGINNING containing 15.016 acres be the same more or less.

**LEGAL DESCRIPTION OF PORTION OF 3325 MILLERSPORT HIGHWAY TO BE REZONED FROM GB TO R-3:**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie and State of New York being part of Lot 58, Township 12, Range 7 of the Holland Land Survey, bounded and described as follows:

COMMENCING at the intersection of the east line of lands conveyed to Levin Inc. by deed recorded in Liber 10910 of Deeds at page 6663 Parcel V (B) with the south line of North French Road:

THENCE: S-01°-43'-53"-W along the east line of said Levin Inc. lands a distance of 530.54 feet to the POINT OF BEGINNING of the parcel hereinafter described;

THENCE: Continuing S-01°-43'-53"-W along the east line of said Levin Inc. lands a distance of 175.28 feet to the southeast corner thereof;

THENCE: S-88°-28'-24"-W along a southerly line of said Levin Inc. lands a distance of 407.21 feet to an east line of lands conveyed to Levin Inc. by deed recorded in Liber 11100 of Deeds at page 8342:

THENCE: N-00°-00'-33"-W along said east line of Levin Inc. lands a distance of 97.63 feet to a point;

THENCE: N-01°-36'-59"-E through said Levin Inc. lands a distance of 77.52 feet to a point;

THENCE: N-88°-28'-24"-E through said Levin Inc. lands a distance of 410.34 feet to the POINT OF BEGINNING containing 1.644 acres be the same more or less.

**LEGAL DESCRIPTION OF PORTION OF 3275 MILLERSPORT HIGHWAY TO BE REZONED FROM R-3 TO MFR-5:**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 58, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

COMMENCING at the intersection of the southeast line of Millersport Highway with the south line of lands conveyed to Levin Inc. by deed recorded in Liber 10910 of Deeds at page 6663 Parcel V (D)

THENCE: S-88°-16'-07"-E, along the south line of aforesaid Deed a distance of 317.52 feet to the POINT OF BEGINNING;

THENCE: S-88°-16'-07"-E, along the south line of aforesaid Deed and the north line of lands conveyed to Levin Inc. by deed recorded in Liber 11100 of Deeds at page 8342, a distance of 294.77 feet to a point;

THENCE: Through said lands conveyed to Levin Inc. by Liber 11100 of Deeds at page 8342 the following two (2) courses and distances;

- 3) S-01°-43'-53"-W a distance of 146.13 feet to a point;
- 4) S-76°-03'-30"-W a distance of 244.33 feet to the west line of said lands conveyed by Liber 11100 of Deeds at page 8342;

THENCE: N-13°-56'-30"-W, along said west line of lands conveyed to Levin Inc. by Liber 11100 of Deeds at page 8342 a distance of 220.33 feet to the POINT OR PLACE OF BEGINNING containing 1.112 acres be the same more or less.

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**Exhibit 4 – Reduced Size Copy of  
Survey/Rezoning Map of Project Site as  
Prepared by Mark Andrews of GPI  
[Note: Full Size Copy of the  
Survey/Rezoning Map also attached]**

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## Exhibit 5 – Responses to Questions 11A & 11B of the Rezoning Application

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## **EXHIBIT 5 OF REZONING APPLICATION**

### **REZONING OF 3325 MILLERSPORT HIGHWAY FROM GB TO MFR-5 & R-3 AND REZONING OF A PORTION OF 3275 MILLERSPORT HIGHWAY FROM R-3 TO MFR-5**

**Question 11(A):**      **Description of the character of the proposed development:**

**Response to**

**Question 11(A):**      The proposed multifamily project to be located on portions of the contiguous parcels at 3325 and 3275 Millersport Highway (“Project Site”) will be upscale in character and will feature attractive residential buildings with diverse layouts and heights ranging from one to three floors. There will be a total of 162 attached residential units for lease along with related site improvements including a clubhouse building (which will be attached to a three-story building along the North French Road frontage), garages (attached and detached), a walking trail, sidewalks along both North French Road and Millersport Highway and landscaping. There will be approximately 12 acres of Permanent Open Space provided on the 23.3-acre Project Site including the existing approximately 8.8 acres of jurisdictional wetlands and the property directly north of the existing terminus of Altair Drive.

The conceptual layout for the proposed upscale multifamily project is depicted on the full size Concept Site Plan [Drawing C-100 – Date: 09/17/21] prepared by Christopher Wood, P.E., of Carmina Wood Morris P.C. attached to this Rezoning Application. A reduced size color copy of the Concept Site Plan depicting the project layout including the 12 acres of Permanent Open Space is also provided at Exhibit “7”. Vehicular access to the Project Site will be provided via driveways onto both Millersport Highway and North French Road. The project has been deliberately designed to provide a driveway connection onto North French Road on the easternmost portion of the Project Site.

#### **Exhibit 5 of Rezoning Application**

**Rezoning of 3325 Millersport Highway from GB to MFR-5 & R-3 and  
Rezoning of Portion of 3275 Millersport Highway from R-3 to MFR-5**

**Page 1 of 3**

**Question 11(B)(1): Rationale for rezoning request: 1. What was this site chosen?****Response to**

**Question 11(B)(1):** The Project Site is an appropriate location for the requested rezoning of a portions of the Project Site to accommodate the proposed upscale multifamily project given the character and scale of nearby land uses. It is also important to mention that the requested amendment of the zoning classification of portions of the Project Site is consistent with the Conceptual Land Use Plan for the Town of Amherst contained at Figure 6 of the adopted Bicentennial Comprehensive Plan (“Comprehensive Plan”), which designates the Project Site as appropriate for “Mixed Residential” use. A color copy of Figure 6 of the Comprehensive Plan is attached as Exhibit “8”.

**Question 11(B)(2): Why cannot land be used with the existing zoning?****Response to**

**Question 11(B)(2):** The property at 3325 Millersport Highway is currently zoned General Business District (“GB”) and has remained vacant for many years despite previous proposals for commercial projects. It is important to mention that the development of the parcel at 3325 Millersport Highway for commercial purposes would also be inconsistent with the recommended land use per Figure 6 of the adopted Comprehensive Plan. As mentioned previously, Figure 6 of the adopted Comprehensive Plan designates the Project Site as appropriate for Mixed Residential use.<sup>1</sup>

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<sup>1</sup> According to Table 2 of Chapter 3 of the adopted Comprehensive Plan (See Pg. 3-29), only 3.6% of the Project Site is designated as appropriate for Mixed Residential use. Page 3-32 of Chapter 3 of the Comprehensive Plan indicates that the Mixed Residential category is appropriate for multifamily housing with a density of 4 to 12 units per acre.

**Exhibit 5 of Rezoning Application****Rezoning of 3325 Millersport Highway from GB to MFR-5 & R-3 and****Rezoning of Portion of 3275 Millersport Highway from R-3 to MFR-5**

**Question 11(B)(3): How will this rezoning impact surrounding properties?**

**Response to**

**Question 11(B)(3):** The requested rezoning of portions of the Project Site from GB and R-3 to MFR-5 to accommodate the proposed upscale multifamily project and the proposed 12 acres of Permanent Open Space to remain permanently undeveloped will not result any potentially significant adverse impacts on surrounding properties. The density of the proposed residential subdivision is only 6.95 units per acre.

**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 property taxes that will be generated on an annual basis will be substantially higher than the current property taxes. The proposed project will potentially generate demand for educational services provided by the Williamsville Central School District but it is anticipated that the proposed upscale multifamily project will have positive fiscal impacts since the annual school taxes will be higher than the cost of educational services for school age children of the residents.

**Exhibit 5 of Rezoning Application**

**Rezoning of 3325 Millersport Highway from GB to MFR-5 & R-3 and**

**Rezoning of Portion of 3275 Millersport Highway from R-3 to MFR-5**

**Page 3 of 3**



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## Exhibit 6 – Responses to Questions 16A, 16B, 16D & 16E of the Rezoning Application

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## EXHIBIT 6 OF REZONING APPLICATION

### **REZONING OF 3325 MILLERSPORT HIGHWAY FROM GB TO MFR-5 & R-3 AND REZONING OF A PORTION OF 3275 MILLERSPORT HIGHWAY FROM R-3 TO MFR-5**

**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 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.<sup>1</sup> In June of 2019, the Town Board adopted amendments to the Bicentennial Comprehensive Plan.

Figure 6 of the Bicentennial Comprehensive Plan is the Conceptual Land Use Plan and it depicts the Project Site as appropriate for “Mixed Residential” use. A copy of Figure 6 of the Comprehensive Plan is provided at Exhibit “8”. The Conceptual Land Use Plan is intended to communicate the overall direction and concept of future development in the Town of Amherst. Mixed Residential is described in Chapter 3 of the adopted Comprehensive Plan as being appropriate for between 4 to 12 units per acre. The density of the proposed upscale multifamily project is only 6.95 units per acre.

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<sup>1</sup> 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.

**Exhibit 6 of Rezoning Application**

**Rezoning of 3325 Millersport Highway from GB to MFR-5 & R-3 and  
Rezoning of Portion of 3275 Millersport Highway from R-3 to MFR-5**

**Page 1 of 6**

**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 Applicant does not believe that the proposed rezoning of portions of the Project Site including the downzoning of the parcel at 3325 Millersport Highway from GB to MFR-5 and R-3 to accommodate the proposed upscale multifamily project requires an amendment to the Bicentennial Comprehensive Plan.

**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 proposed rezoning of portions of the Project Site to MFR-5 to accommodate the proposed upscale multifamily 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 13 objectives that are discussed below as follows:

**Exhibit 6 of Rezoning Application**

**Rezoning of 3325 Millersport Highway from GB to MFR-5 & R-3 and**

**Rezoning of Portion of 3275 Millersport Highway from R-3 to MFR-5**

**Page 2 of 6**

- 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 rezoning and upscale multifamily project will be consistent with the objective of protecting the character and value of existing land uses. The proposed rezoning will allow the Project Site to be utilized as an upscale multifamily project with substantial Permanent Open Space and as such 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 rezoning and the proposed upscale multifamily project consisting of 162 units that will include approximately 12 acres of Permanent Open Space to remain permanently undeveloped will not be inconsistent with this objective.

- C. To prevent overcrowding of land;**

**Response:** The proposed rezoning and the proposed multifamily project will not result in the overcrowding of land. The density of the proposed multifamily project is only 6.95 units per acre.

- D. To prevent excessive concentration of population and to prevent spare and uncoordinated development;**

**Response:** The proposed rezoning and upscale multifamily project will not result in excessive concentration of population.

- 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 responses to the Questions in Section 16 of the Rezoning Application set forth the reasons the proposed rezoning portions of the Project Site to MFR-5 is consistent with the policies of the Comprehensive Plan.

#### **Exhibit 6 of Rezoning Application**

**Rezoning of 3325 Millersport Highway from GB to MFR-5 & R-3 and  
Rezoning of Portion of 3275 Millersport Highway from R-3 to MFR-5**

**F. To protect persons and property from damage and injury due to fire or flood;**

**Response:** The future Site Plan Application 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 project will not increase the likelihood of damage and injury due to fire and flood. The proposed multifamily buildings 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 rezoning and the proposed multifamily project will not be inconsistent with this objective. The Project Sponsor has made a deliberate effort to propose a layout for the project that will not result in any adverse impacts to the approximately proposed residential subdivision that will avoid the 8.66 acres of jurisdictional federal wetlands on the southern portion of the Project Site.

**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 Concept Site Plan that includes approximately 12 acres of Permanent Open Space to remain permanently undeveloped will be 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 layout of the proposed upscale multifamily project as depicted on the full size Concept Site Plan prepared by Carmina Wood Morris DPC attached to this Rezoning Application demonstrates the project will not result in any unsafe driveway connections onto either North French Road or Millersport Highway. The Project Sponsor acknowledges that it will be required to obtain Highway Work Permits from both the Erie County Department of Public Works and the NYS Department of Transportation since North French Road is an Erie County Highway and Millersport Highway is a NYS Highway.

- 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 to service the proposed upscale multifamily project.

- 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 rezoning of a portion of the Project Site from GB to MFR-5 is consistent with this objective since the project is consistent with the policies contained in the Comprehensive Plan.

- L. To accomplish the specific intents and goals set forth in the introduction to the respective sections.**

**Response:** The proposed rezoning of a portion of the Project Site from GB to MFR-5 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 rezoning and the proposed upscale multifamily project will not be inconsistent with this objective.

**Question 16(C):** **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:**

**Response to**

**Question 16(C):** The proposed upscale multifamily project is compatible with the present zoning and conforming uses of nearby properties and the character of the neighborhood. The nearby land uses include an existing multifamily project directly west of the Project Site on the south side of North French Road.

**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 as suitable for commercial uses given the history of previously proposed commercial projects, its location and its size. The Applicant believes the proposed upscale multifamily project is more appropriate for the Project Site than uses that are permitted in the existing GB zoning classification.

**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 proposed change in the zoning classification of portions of the Project Site from to MFR-5 to accommodate the proposed upscale multifamily project with approximately 12 acres of Permanent Open Space will have positive impacts on the balance of uses in the Town since there is demand for attached residential units for lease.

**Exhibit 6 of Rezoning Application**

**Rezoning of 3325 Millersport Highway from GB to MFR-5 & R-3 and**

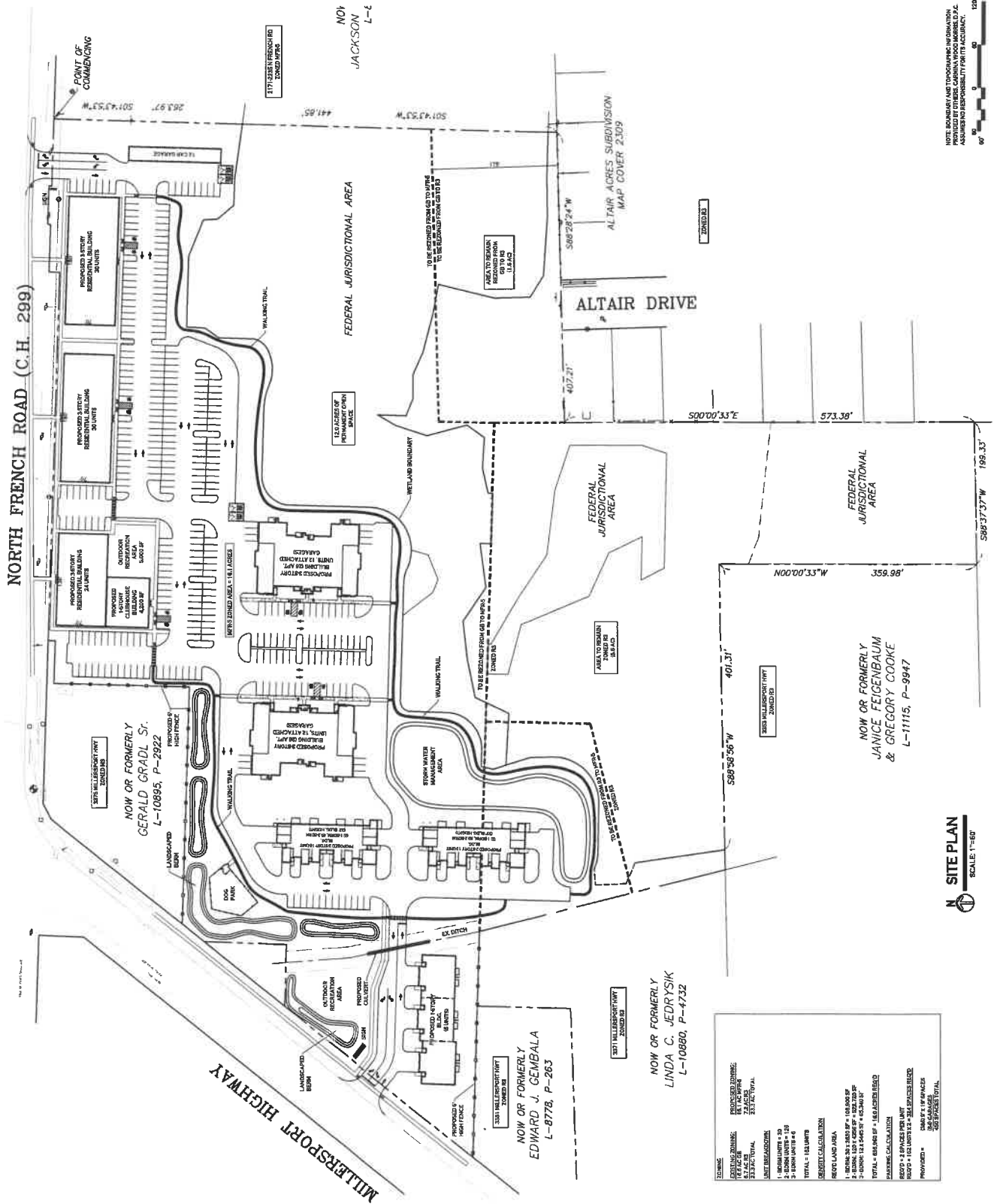
**Rezoning of Portion of 3275 Millersport Highway from R-3 to MFR-5**

**Page 6 of 6**

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**Exhibit 7 – Reduced Size Copy of Concept  
Site Plan [Drawing C-100 – Date: 09/17/21] as  
Prepared by Carmina Wood Morris DPC  
[Note: Full Size Copy of the Concept Site  
Plan also attached]**

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**Exhibit 7A – Declaration of Restrictive  
Covenants Recorded at the Erie County  
Clerk's Office on July 9, 2020**

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**ERIE COUNTY CLERK'S OFFICE**



**County Clerk's Recording Page**

**Return to:**  
**BOX 104**

**Party 1:**  
**LEVIN INC**

**Party 2:**  
**DEPARTMENT OF THE ARMY PERMIT**  
**NUMBER 2005-00255**

**Book Type: D Book: 11362 Page: 6516**

**Page Count: 27**

**Doc Type:**  
**COVENANT/DECLAR/RESTRICT**

**Rec Date: 07/09/2020**

**Rec Time: 12:05:42 PM**

**Control #: 2020110344**

**UserID: Janet H**

**Trans #: 20296643**

**Document Sequence Number**

**Recording Fees:**

|                              |                 |
|------------------------------|-----------------|
| <b>RECORDING</b>             | <b>\$155.00</b> |
| <b>COE CO \$1 RET</b>        | <b>\$1.00</b>   |
| <b>COE STATE \$14.25 GEN</b> | <b>\$14.25</b>  |
| <b>COE STATE \$4.75 RM</b>   | <b>\$4.75</b>   |

**Consideration Amount:**

|                     |               |
|---------------------|---------------|
| <b>BASIC MT</b>     | <b>\$0.00</b> |
| <b>SONYMA MT</b>    | <b>\$0.00</b> |
| <b>ADDL MT/NFTA</b> | <b>\$0.00</b> |
| <b>SP MT/M-RAIL</b> | <b>\$0.00</b> |
| <b>NY STATE TT</b>  | <b>\$0.00</b> |
| <b>ROAD FUND TT</b> | <b>\$0.00</b> |

**Total: \$175.00**

**STATE OF NEW YORK**  
**ERIE COUNTY CLERK'S OFFICE**

**WARNING - THIS SHEET CONSTITUTES THE CLERK'S ENDORSEMENT REQUIRED BY SECTION 319&316-a (5) OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK. DO NOT DETACH. THIS IS NOT A BILL.**

**Michael P. Kearns**  
**Erie County Clerk**

Box 104

**DECLARATION OF RESTRICTIVE COVENANTS/DEED RESTRICTIONS**

**THIS DECLARATION OF RESTRICTIVE COVENANTS**, is made this 30 day of June, 2020, by Levin, Inc. (the "Owner"), its successors and assigns, having an address at 2330 Maple Road, Suite 203, Williamsville, New York. The Owner seeks to develop property in a manner which will result in impacts to waters of the United States. These impacts are authorized by Department of the Army Permit number 2005-00255, issued on April 30, 2008 by the United States Army Corps of Engineers, Buffalo District ("USACE," to include any successor agency), attached as Exhibit A ("the Permit"), in accordance with Section 404 of the Federal Clean Water Act (33 U.S.C. § 1344) and/or Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 401) and implementing regulations.

In order to protect, restore, and maintain the chemical, physical, and biological integrity of waters of the United States, and as a condition of being issued the Permit, the Owner agrees to restrict use of the property as identified and described by metes and bounds on Exhibit B, attached hereto, and as set forth graphically on Exhibit C, attached hereto (the "Protected Property").

The Owner agrees that the Protected Property shall be bound by, held, transferred, sold, conveyed, leased, improved, hypothecated, occupied, or otherwise disposed of and used subject to the following restrictive covenants ("the Restrictions"), which shall be perpetual and run with the land and be binding on all the Owner's heirs, executors, administrators, assigns, lessees, or other persons, firms, associations, corporations, or governmental or other entities having or hereafter acquiring any right or interest in said Protected Property or any part thereof. The terms and conditions of the Restrictions shall be both explicitly and implicitly included in any subsequent transfer, conveyance, or encumbrance affecting all or part of the Protected Property. Any such transfer, conveyance, or encumbrance shall set forth the terms and conditions of this document by reference to this document and its recorded location.

**A. RESTRICTIONS**

These Restrictions on the Protected Property shall run with the Protected Property in perpetuity, and be binding on the Owner and its respective successors, assigns, lessees, and other occupiers and users. These Restrictions are subject to the Owner's Reserved Rights, which follow.

1. **General.** There shall be no future fillings, flooding, excavating, mining, or drilling; no removal of natural materials (soil, sand, gravel, rock, minerals, etc.); no dumping of materials; and no alteration of the topography which would materially affect the Protected Property in any manner, except as authorized by the Permit.

2. **Waters and Wetlands.** In addition to the general restrictions above, within the Protected Property there shall be no draining, dredging, damming, or impounding; no changing the grade or elevation, impairing the flow or circulation of waters, or reducing the reach of waters; and no other discharges or activity requiring a permit under applicable water pollution control laws and regulations, except as authorized by the Permit or by current New York State Department of Environmental Conservation permits, or any amendments thereof. The remaining waters on-site are protected for aquatic resources, wildlife, open space, and flood protection.

774-26 110344

3. **Trees/Vegetation.** On the Protected Property there shall be no clearing, burning, cutting, or destroying of trees or vegetation, except as may be necessary to protect public health or safety or as authorized by the Permit; there shall be no planting or introduction of non-native or exotic species of trees or vegetation.

4. **Uses.** No agricultural, animal husbandry, industrial, residential development, mining, logging, or commercial activity shall be undertaken or allowed on the Protected Property.

5. **Structures.** There shall be no construction, erection, or placement of buildings, billboards, or any other structures, to include fences, parking lots, trailers, mobile homes, camping accommodations, or recreational vehicles, or additions to existing structures, on the Protected Property.

6. **New Roads.** There shall be no construction of new roads, trails, or walkways on the Protected Property without the prior written approval (including approval of the manner of construction) of the USACE.

7. **Utilities.** There shall be no construction or placement of utilities or related facilities (including telecommunications towers and antennas) on the Protected Property without the prior written approval (including approval of the manner of construction) of the USACE.

8. **Pest Control.** There shall be no application of pesticides or biological controls, including controls of problem vegetation, on the Protected Property without prior written approval (including approval of the manner of application) of the USACE.

9. **Vehicular Use.** There shall be no use of any motorized vehicle or motorized equipment, and no use of any non-motorized bicycle anywhere on the Protected Property, except in the case of emergency, for the purpose of enforcement of applicable laws and regulations, or for the purpose of monitoring compliance with the purposes of this instrument.

10. **Subdivision.** There shall be no division or subdivision of the Protected Property.

11. **Other Prohibitions.** Any other use of, or activity on, the Protected Property which is or may become inconsistent with the purposes of this Conservation Easement, the preservation of the Protected Property substantially in its natural condition, or the protection of its environmental systems, is prohibited.

#### **B. RESERVED RIGHTS OF OWNER**

Notwithstanding the foregoing Restrictions, the Owner reserves for itself, its heirs, executors, administrators, successors, and assigns all rights accruing from its ownership of the Protected Property, including the right to engage in or permit or invite others to engage in all uses of the Protected Property that are not expressly prohibited herein and are not inconsistent with the purposes of the Restrictions. Without limiting the generality of the foregoing, the following rights are expressly reserved:

1. **Right to Convey:** The Owner retains the right to sell, mortgage, bequeath, donate, or otherwise convey the Protected Property. Any conveyance shall remain

subject to the terms and conditions of this instrument, and the subsequent interest holder shall be bound by the terms and conditions hereof.

2. **Right to Maintain:** The Owner retains the right to maintain, renovate, and replace any existing structure(s), if any, on the Protected Property, in substantially the same location and size. Any expansion or replacement may not substantially alter the character or function of the structure.

3. **Right to Access:** The Owner shall retain the right of unimpeded access to the Protected Property.

### C. GENERAL PROVISIONS

The following General Provisions shall be binding upon the Owner and its heirs, successors, grantees, transferees, administrators, assigns, lessees, licensees, and agents:

1. **Enforcement.** The USACE shall have the right to enter and go upon the Protected Property, to inspect the Protected Property, and take actions necessary to verify compliance with this Declaration and the terms and conditions of the Permit. When practicable, such entry shall be upon prior reasonable notice to the property owner. The USACE reserves the discretionary right to request to be represented by the United States Department of Justice in a judicial action against any person(s) or other entity(ies) violating or attempting to violate these restrictive covenants: provided, however, that no violation of these restrictive covenants shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing agency shall be entitled to a complete restoration for any violation, as well as any other judicial remedy such as civil penalties. Nothing herein shall limit the right of the USACE to modify, suspend, or revoke the Permit.

2. **Obligations of Ownership.** The Owner is responsible for payment of all real estate taxes, assessments, fees, or charges levied upon the Protected Property. Any liens, mortgages, or other encumbrances affecting the Protected Property shall be subject to the terms of this Declaration of Restrictive Covenants. Nothing herein shall relieve the Owner of the obligation to comply with federal, state, or local laws, regulations, and permits that may apply to the exercise of ownership, or rights under this Declaration of Restrictive Covenants, by the Owner.

3. **Recording.** The Owner shall have this Declaration of Restrictive Covenants duly recorded and indexed as such in the Office of the County Clerk of Erie County, New York, as described in ECL Section 49-0305.4. Upon recording, the Owner shall forward a copy of this Declaration of Restrictive Covenants to the New York Department of Environmental Conservation, as described in ECL Section 49-0305.4. The Owner's recording and transmission to the New York Department of Environmental Conservation shall take place prior to the Owner's commencing work as authorized by the Permit.

4. **Notification.** Any permit application, or request for certification or modification, which may affect the Protected Property, made to any government entity with authority over wetlands or other waters of the United States, shall expressly reference and include a copy (with the recording stamp) of this instrument. The Owner shall provide the USACE with written notice of any legal action affecting this instrument, including but not limited to: foreclosure proceedings,

tax sales, bankruptcy proceedings, zoning changes, adverse possession, abandonment, condemnation proceedings, and the exercise of the power of eminent domain. For any action that might result in this instrument becoming voided or modified, such notice shall be provided at least sixty (60) days before such action would be taken.

Any notice, request for approval, or other communication required by the terms and conditions of this instrument shall be sent by registered mail, pre-paid postage, to the following address:

U.S. Army Corps of Engineers  
Regulatory Branch  
1776 Niagara Street  
Buffalo, New York 14207

5. **Property Transfers.** The Owner shall include the following notice on all deeds, mortgages, plats, or any other legal instrument used to convey any interest in the Protected Property:

NOTICE: This Property is subject to a Declaration of Restrictive Covenants dated June 30, 2020, recorded in the Erie County Clerk's Office on July 9, 2020 in Deed Book 11362, Page 6516 and enforceable by the U.S. Army Corps of Engineers.

The Owner shall provide the USACE with written notice of any voluntary transfer sixty (60) days prior to such transfer. The notice shall include the name, address, and telephone number of the prospective transferee, a copy of the proposed deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the portion of the Protected Property being transferred. Failure to comply with this paragraph does not impair the validity or enforceability of these restrictive covenants.

6. **Successors in Interest.** These Restrictions shall be covenants running with the land and shall constitute a burden on the Protected Property and shall run to the benefit of the parties hereto and their successors in interest. All subsequent owners of the Protected Property shall be bound to all provisions of these Restrictions to the same extent as the current parties. All references to the USACE shall include successor governmental agencies, departments, or divisions, or any other successor entities prescribed by law.

7. **Amendment.** Amendment shall be allowed at the discretion of the USACE, in consultation with resource agencies as appropriate, and then only in exceptional circumstances. Any amendment must be consistent with the requirements of Section 401 and 404 of the Clean Water Act. There shall be no obligation to allow an amendment.

8. **Termination.** These Restrictions are intended to be perpetual in nature and run with the land. The Restrictions may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the conservation purposes of this instrument, or by exercise of eminent domain.



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

On the 30 day of June in the year 2020 before me, the undersigned, a notary public in and for said state, personally appeared Frank Levin, 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.

ARI M. GOLDBERG  
 Notary Public, State of New York  
 Qualified in Erie County  
 My Commission Expires Feb. 06, 20 21

*ari m. goldberg*  
 Notary Public

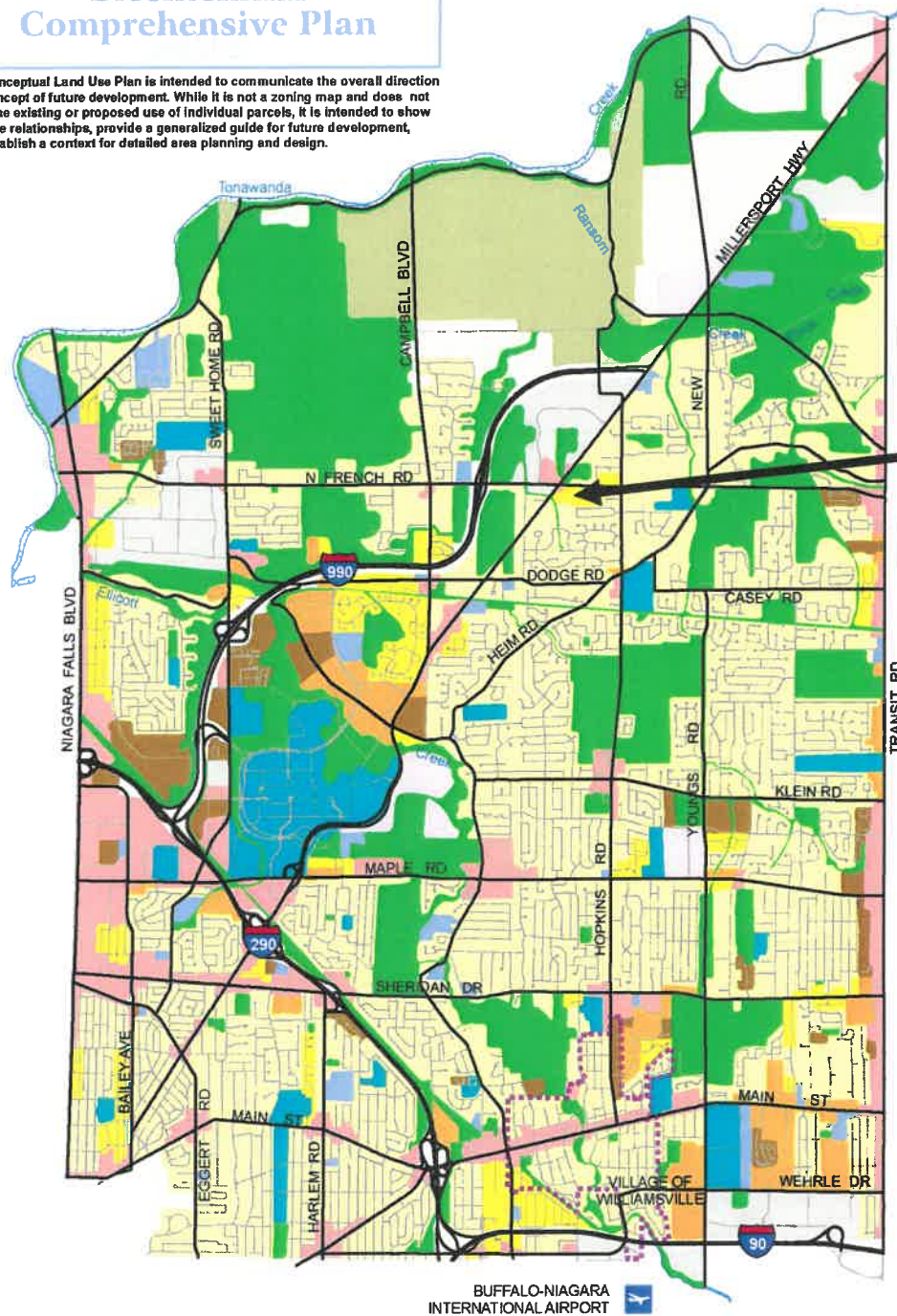
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**Exhibit 8 – Color Copy of Figure 6 of the  
Town of Amherst Comprehensive Plan titled  
“Conceptual Land Use Plan”**

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## 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.



**Project Site  
Designated as  
Appropriate  
for "Mixed  
Residential"  
Use**

### Conceptual Land Use Plan



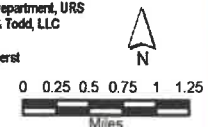
\* See Map Figure 6-A for Additional Designations

#### 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: December 2020



**FIGURE 6**

**LOCAL LAW NO. \_\_\_\_\_-202\_****TOWN OF AMHERST  
COUNTY OF ERIE, STATE OF NEW YORK****A LOCAL LAW AMENDING CHAPTER 203 OF THE TOWN OF AMHERST CODE,  
KNOWN AS THE ZONING ORDINANCE TO REZONE 3325 MILLERSPORT  
HIGHWAY FROM GB TO MFR-5 & R-3 AND A PORTION OF 3275 MILLERSPORT  
HIGHWAY FROM R-3 TO MFR-5 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 3325 Millersport Highway from GB to MFR-5 & R-3 and a portion of 3275 Millersport Highway from R-3 to MFR-5 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 3325 Millersport Highway from GB to MFR-5 & R-3 and a portion of 3275 Millersport Highway from R-3 to MFR-5 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 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 GB to MFR-5 & R-3, the zoning of 3325 Millersport Highway and from R-3 to MFR-5, the zoning of a portion of 3275 Millersport Highway, subject to any conditions imposed by the authorizing resolution; legally described as follows:

**LEGAL DESCRIPTION OF PORTION OF 3325 MILLERSPORT HIGHWAY TO BE  
REZONED FROM GB TO MFR-5:**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 58, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at the intersection of the east line of lands conveyed to Levin Inc. by deed recorded in Liber 10910 of Deeds at page 6663 Parcel V (B) with the south line of North French Road as now laid out:

THENCE: S-01°-43'-53"-W, along the westerly line of aforesaid Deed a distance of 530.54 feet to a point;

THENCE: Through lands conveyed to Levin Inc. by deed recorded in Liber 10910 of Deeds at page 6663 Parcel V (B) the following two (2) courses and distances;

- 1) S-88°-28'-24"-W a distance of 410.34 feet to a point;
- 2) S-01°-36'-59"-W a distance of 77.52 feet to the north line of lands conveyed to Levin Inc. by deed recorded in Liber 11100 of Deeds at page 8342:

THENCE: N-88°-16'-07"-W, along said north line of lands conveyed to Levin Inc. by Liber 11100 of Deeds at page 8342 and the south line of lands conveyed to Levin Inc. by deed recorded in Liber 10910 of Deeds at page 6663 Parcel V (D) a distance of 1031.87 feet to a point on the southeast line of Millersport Highway;

THENCE: N-38°-57'-07"-E, along the southeast line of Millersport Highway a distance of 339.20 feet to a point, said point being distant 401.28 feet southerly from the north line of Lot 58 as measured at right angles thereto;

THENCE: S-88°-16'-07"-E and parallel with the north line of Lot 58 a distance of 86.49 feet to the southwest corner of Parcel V (A) as conveyed to Levin, Inc. by aforesaid Deed;

THENCE: N-02°-21'-56"-E, along the west line of Levin, Inc. a distance of 115.55 feet to a point on the southeast line of Millersport Highway;

THENCE: N-38°-57'-07"-E, along the southeast line of Millersport Highway a distance of 39.35 feet to the southwest corner of lands conveyed to Gerald Gradl Sr. by deed recorded in the Erie County Clerk's Office in Liber 10895 of Deeds at page 2922;

THENCE: S-88°-16'-07"-E and parallel with the north line Lot 58 and along the south line of Gerald Gradl Sr. lands by aforesaid Deed a distance of 333.21 feet to the



southeast corner of Gerald Gradl Sr. lands;

THENCE: N-01°-43'-53"-E, along the east line of Gerald Gradl Sr. lands a distance of 189.39 feet to a point;

THENCE: S-88°-16'-07"-E along a southerly line of Gerald Gradl Sr. lands and parallel with the north line Lot 58 a distance of 60.00 feet to a point;

THENCE: N-01°-43'-53'-E, along an east line of Gerald Gradl Sr. lands a distance of 10.00 feet to a point on the south line of North French Road as acquired by the New

York State Department of Transportation for highway purposes as shown on Map No. 284, Parcel No. 317 and conveyed by deed recorded in the Erie County Clerk's Office Liber 9138 of Deeds at page 299;

THENCE: S-88°-16'-07"-E, along the south line of North French Road by aforesaid Deed and the south line of lands acquired by the New York State Transportation Department for highway purposes as shown on Map No. 285, Parcel No. 318 and conveyed by deed recorded in the Erie County Clerk's Office Liber 9137 of Deeds at page 513 a distance of 516.80 feet to the southeast corner of Map No. 285, Parcel 318;

THENCE: N-01°-43'-53"-E, along the east line of Map No. 285, Parcel 318 as conveyed by aforesaid Deed a distance of 15.00 feet to a point on the south line of North French Road as acquired by the Erie County Department of Public Works Division of Highways for highway widening as shown on Parcel No. 42, Map SK 175-39R3 and conveyed by deed recorded in the Erie County Clerk's Office in Liber 6839 of Deeds at page 79

THENCE: Easterly along the south line of North French Road as acquired by the aforesaid Deed and by Parcel No. 43, Map SK 175-40R3 and conveyed by deed recorded in the Erie County Clerk's Office in Liber 6839 of Deeds at page 75, Parcel 2, the following five (5) courses and distances:

- 1.) S-88°-16'-07"-E, a distance of 66.64 feet;
- 2.) N-01°-43'-53"-E, a distance of 4.00 feet;
- 3.) S-88°-16'-07"-E, a distance of 54.00 feet;
- 4.) S-01°-43'-53"-W, a distance of 4.00 feet;
- 5.) S-88°-16'-07"-E, a distance of 93.98 feet to the POINT OR PLACE OF BEGINNING containing 15.016 acres be the same more or less.

**LEGAL DESCRIPTION OF PORTION OF 3325 MILLERSPORT HIGHWAY TO BE REZONED FROM GB TO R-3:**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie and State of New York being part of Lot 58, Township 12, Range 7 of the Holland Land Survey, bounded and described as follows:

COMMENCING at the intersection of the east line of lands conveyed to Levin Inc. by deed recorded in Liber 10910 of Deeds at page 6663 Parcel V (B) with the south line of North French Road:

THENCE: S-01°-43'-53"-W along the east line of said Levin Inc. lands a distance of 530.54 feet to the POINT OF BEGINNING of the parcel hereinafter described;

THENCE: Continuing S-01°-43'-53"-W along the east line of said Levin Inc. lands a distance of 175.28 feet to the southeast corner thereof;

THENCE: S-88°-28'-24"-W along a southerly line of said Levin Inc. lands a distance of 407.21 feet to an east line of lands conveyed to Levin Inc. by deed recorded in Liber 11100 of Deeds at page 8342:

THENCE: N-00°-00'-33"-W along said east line of Levin Inc. lands a distance of 97.63 feet to a point;

THENCE: N-01°-36'-59"-E through said Levin Inc. lands a distance of 77.52 feet to a point;

THENCE: N-88°-28'-24"-E through said Levin Inc. lands a distance of 410.34 feet to the POINT OF BEGINNING containing 1.644 acres be the same more or less.

**LEGAL DESCRIPTION OF PORTION OF 3275 MILLERSPORT HIGHWAY TO BE REZONED FROM R-3 TO MFR-5:**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 58, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

COMMENCING at the intersection of the southeast line of Millersport Highway with the south line of lands conveyed to Levin Inc. by deed recorded in Liber 10910 of Deeds at page 6663 Parcel V (D)

THENCE: S-88°-16'-07"-E, along the south line of aforesaid Deed a distance of 317.52 feet to the POINT OF BEGINNING;

THENCE: S-88°-16'-07"-E, along the south line of aforesaid Deed and the north line of lands conveyed to Levin Inc. by deed recorded in Liber 11100 of Deeds at page 8342, a distance of 294.77 feet to a point;

THENCE: Through said lands conveyed to Levin Inc. by Liber 11100 of Deeds at page 8342 the following two (2) courses and distances;

- 3) S-01°-43'-53"-W a distance of 146.13 feet to a point;
- 4) S-76°-03'-30"-W a distance of 244.33 feet to the west line of said lands conveyed by Liber 11100 of Deeds at page 8342;

THENCE: N-13°-56'-30"-W, along said west line of lands conveyed to Levin Inc. by Liber 11100 of Deeds at page 8342 a distance of 220.33 feet to the POINT OR PLACE OF BEGINNING containing 1.112 acres be the same more or less.

#### Section 4. Validity.

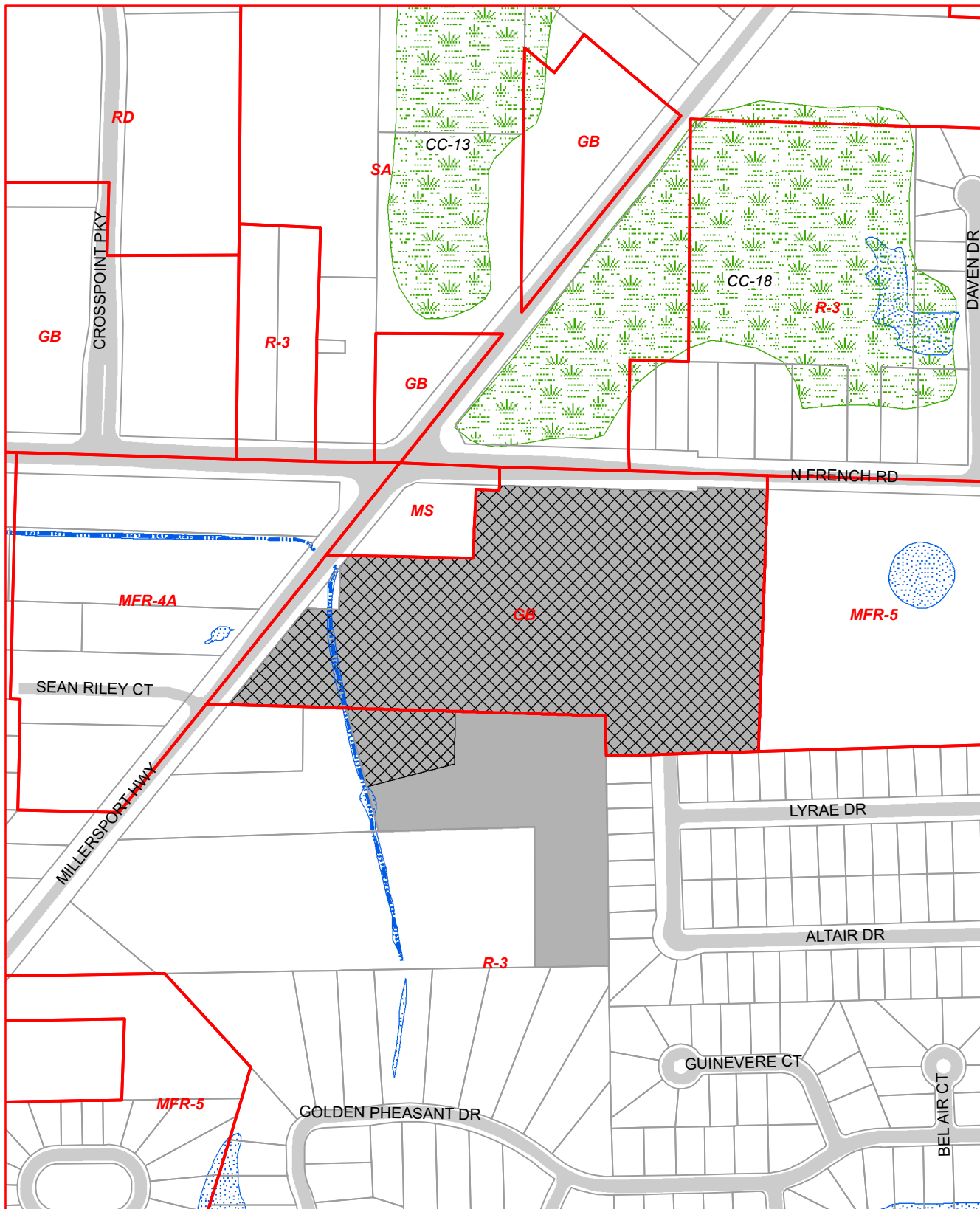
This Local Law is adopted under the authority granted to the Town Board of the Town of Amherst pursuant to §§10(1)(ii)(a)(12), 20 and 27 of the Municipal Home Rule Law and §265 of the Town Law of the State of New York.

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**



Z-2021-08

Request to Rezone 17.78 acres of land from  
GB to MFR-5 & R-3 and R-3 to MFR-5  
Property Located at 3275 (portion) & 3325 Millersport Highway

The Green Organization, Petitioner

November 18, 2021

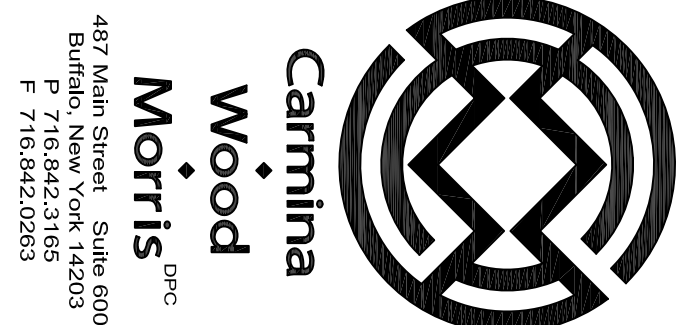
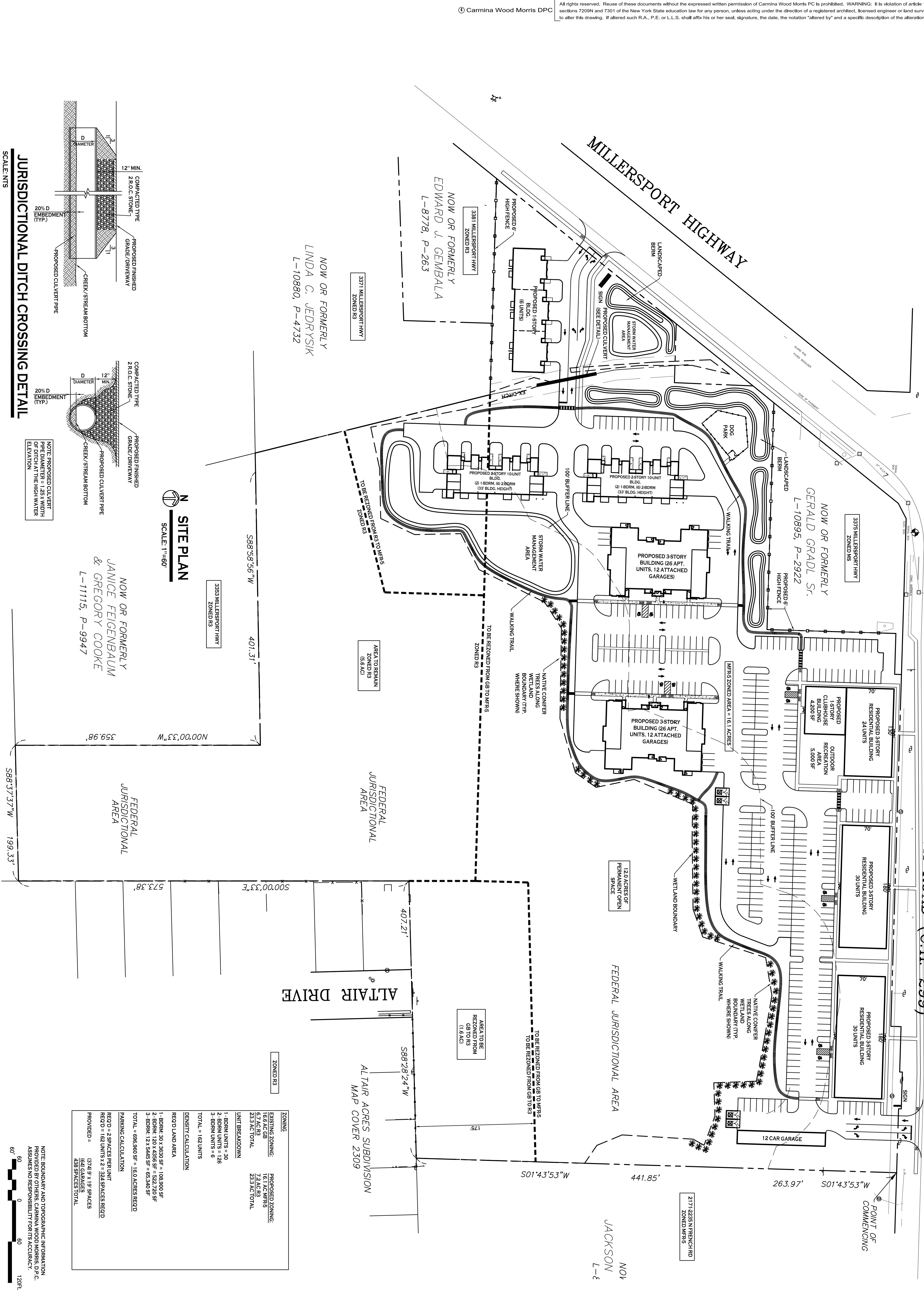
-  3275 & 3325 Millersport Highway
-  Subject Rezoning Area
-  NYSDEC Regulated Wetland



Prepared by the Town of Amherst Planning Department



NORTH FRENCH ROAD (C.H. 299)



| REVISIONS: |             |      |
|------------|-------------|------|
| No.        | Description | Date |
|            |             |      |

PROJECT NAME:  
Site Development Plans for:  
**Multi-family Development**  
3325 & 3275 Millersport Highway  
Amherst, NY

DRAWING NO.:  
**C-100**  
Project no.: 21.xxx

Date: 11/17/21  
Drawn by: As Wood  
Scale: As Noted

DRAWING NAME:  
**Concept Site Plan**





## Parks, Recreation, and Historic Preservation

KATHY HOCHUL  
Governor

ERIK KULLESEID  
Commissioner

December 09, 2021

Scott Livingstone  
Wetland Operations Manager  
Earth Dimensions, Inc.  
1091 Jamison Road  
Elma, NY 14569

Re: USACE  
Multi-Unit Apartment Complex New Construction Projectg  
3325 Millersport Highway , Amherst, Erie4 County, NY  
21PR08232  
LRB-2005-00255

Dear Scott Livingstone:

Thank you for requesting the comments of the State Historic Preservation Office (SHPO). We have reviewed the project in accordance with Section 106 of the National Historic Preservation Act of 1966. These comments are those of the SHPO and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project. Such impacts must be considered as part of the environmental review of the project pursuant to the National Environmental Policy Act and/or the State Environmental Quality Review Act (New York Environmental Conservation Law Article 8).

Based upon this review, it is the opinion of the New York SHPO that no historic properties, including archaeological and/or historic resources, will be affected by this undertaking.

If further correspondence is required regarding this project, please be sure to refer to the OPRHP Project Review (PR) number noted above.

Sincerely,

R. Daniel Mackay  
Deputy State Historic Preservation Officer  
Division for Historic Preservation



Town of Amherst Planning Department

Erie County, New York



7.5.b

Brian J. Kulpa  
Supervisor

Daniel C. Howard, AICP  
Planning Director

Daniel J. Ulatowski, AICP  
Assistant Planning Director

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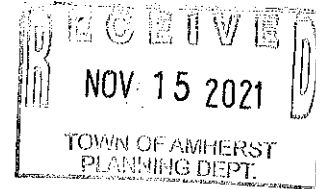
NOV 10 2021

MEMORANDUM

TOWN ATTORNEY

November 10, 2021

TO: Daniel Ulatowski, Principal Planner  
Emily Murphy, 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



FROM: Scott Marshall, Principal Planner TV

SUBJECT: REQUEST TO REZONE 17.78± ACRES OF LAND FROM GB & R3 TO MFR-5 AND R-3 TO  
MFR-5; PROPERTY LOCATED 3275 (PORTION) AND 3325 MILLERSPORT HIGHWAY.  
THE GREEN ORGANIZATION, PETITIONER. Z-2021-08

REVISED CONCEPT PLAN:  
Received November 9, 2021

REVIEW:

Do you agree with all statements made? Yes, agree with all statements made

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: [Signature] Date: 11/15/21

DU/TV/bf

X:\Current\_Planning\Files\Rezoning\2021\Z-2021-08 (3275 & 3325 Millersport Hwy) 2021\Z-2021-08\_Rev\_Plan\_Transmittal\_111021.doc

cc: Christopher Wood, Carmina Wood Morris, 487 Main St., Suite 600, Buffalo, NY 14203  
Sean Hopkins, Hopkins Sorgi & McCarthy, PLLC, 5500 Main St., Ste. 343, Williamsville, NY 14221  
Matt Green, The Green Organization, 6465 Transit Rd., E. Amherst, NY 14051



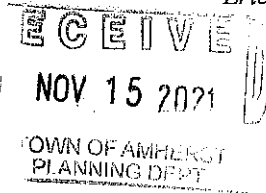
Town of Amherst Planning Department

Erie County, New York



7.5.b

Brian J. Kulpa  
Supervisor  
Daniel C. Howard, AICP  
Planning Director  
Daniel J. Ulatowski, AICP  
Assistant Planning Director



November 10, 2021

# MEMORANDUM

TO:

Daniel Ulatowski, Principal Planner  
Emily Murphy, 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

FROM

RECEIVED

NOV 15 2021

TOWN ATTORNEY

FROM:

Scott Marshall, Principal Planner TV

SUBJECT:

REQUEST TO REZONE 17.78± ACRES OF LAND FROM GB & R3 TO MFR-5 AND R-3 TO MFR-5; PROPERTY LOCATED 3275 (PORTION) AND 3325 MILLERSPORT HIGHWAY. THE GREEN ORGANIZATION, PETITIONER. Z-2021-08

## REVISED CONCEPT PLAN:

Received November 9, 2021

## REVIEW:

Do you agree with all statements made? N/A

If you do not, briefly state why: When a Local Law

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: [Signature] Date: 11/15/21

DU/TV/bf

X:\Current\_Planning\Files\Rezoning\2021\Z-2021-08\_(3275\_&\_3325\_Millersport\_Hwy)\_2021\Z-2021-08\_Rev\_Plan\_Transmittal\_111021.doc

cc: Christopher Wood, Carmina Wood Morris, 487 Main St., Suite 600, Buffalo, NY 14203  
Sean Hopkins, Hopkins Sorgi & McCarthy, PLLC, 5500 Main St., Ste. 343, Williamsville, NY 14221  
Matt Green, The Green Organization, 6465 Transit Rd., E. Amherst, NY 14051



Town of Amherst Planning Department

2006.014  
Erie County, New York



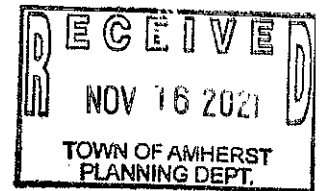
7.5.b

Brian J. Kulpa  
Supervisor  
Daniel C. Howard, AICP  
Planning Director  
Daniel J. Ulatowski, AICP  
Assistant Planning Director

# MEMORANDUM

November 10, 2021

TO: Daniel Ulatowski, Principal Planner  
Emily Murphy, Town Assessor  
Douglas Gesel, Supervising Code Enforcement Officer, Building Department  
Jeffrey Burroughs, Town Engineer  
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief  
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)  
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Bryan Parnell, Fire Chiefs' Association (c/o Bldg)  
Stan Sliwa, Town Attorney (Local Law Only)  
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent



FROM: Scott Marshall, Principal Planner *TV*

SUBJECT: REQUEST TO REZONE 17.78± ACRES OF LAND FROM GB & R3 TO MFR-5 AND R-3 TO MFR-5; PROPERTY LOCATED 3275 (PORTION) AND 3325 MILLERSPORT HIGHWAY. THE GREEN ORGANIZATION, PETITIONER. Z-2021-08

REVISED CONCEPT PLAN:  
Received November 9, 2021

## REVIEW:

Do you agree with all statements made? YES

If you do not, briefly state why: \_\_\_\_\_

General comments relative to your agency interests: T.I.S. Rejected ✓

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: *C. Schregel* Date: 11/15/21

DU/TV/bf

X:\Current\_Planning\Files\Rezoning\2021\Z-2021-08 (3275 & 3325 Millersport Hwy) 2021\Z-2021-08 Rev Plan Transmittal\_111021.doc

cc: Christopher Wood, Carmina Wood Morris, 487 Main St., Suite 600, Buffalo, NY 14203  
Sean Hopkins, Hopkins Sorgi & McCarthy, PLLC, 5500 Main St., Ste. 343, Williamsville, NY 14221  
Matt Green, The Green Organization, 6465 Transit Rd., E. Amherst, NY 14051

Attachment: Z-2021-08\_TB letter packet 011822 (RES-2022-76 : 3325 Millersport Highway & Portion of 3275 Millersport Highway Rezoning)



Town of Amherst Planning Department

2006.014

Erie County, New York



7.5.b

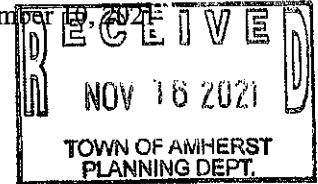
Brian J. Kulpa  
Supervisor

Daniel C. Howard, AICP  
Planning Director

Daniel J. Ulatowski, AICP  
Assistant Planning Director

# MEMORANDUM

November 16, 2021



TO: Chris Schregel, Traffic/Safety Coordinator (c/o Eng)  
Integrated Review Coordinator, ECDEP  
Edward Rutkowski, SEQR Review Coordinator, NYSDOT

FROM: Scott Marshall, Principal Planner *TV*

SUBJECT: REQUEST TO REZONE 17.78± ACRES OF LAND FROM GB & R3 TO MFR-5 AND R-3 TO  
MFR-5; PROPERTY LOCATED 3275 (PORTION) AND 3325 MILLERSPORT HIGHWAY.  
THE GREEN ORGANIZATION, PETITIONER. **Z-2021-08**

## TRAFFIC IMPACT STUDY:

Received November 9, 2021

## REVIEW:

Do you agree with all statements made? YES, FOR THE PURPOSES OF THE REZONING ACTION.

If you do not, briefly state why: \_\_\_\_\_

General comments relative to your agency interests: T.I.S. will be further reviewed during  
Site Plan Review stage

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: *C. Schregel* Date: 11/16/21

DU/TV/bf

X:\Current\_Planning\Files\Rezoning\2021\Z-2021-08\_(3275\_&\_3325\_Millersport\_Hwy)\_2021\Z-2021-08\_Traffic\_Impact\_Study\_111021.doc

cc: Christopher Wood, Carmina Wood Morris, 487 Main St., Suite 600, Buffalo, NY 14203  
Sean Hopkins, Hopkins Sorgi & McCarthy, PLLC, 5500 Main St., Ste. 343, Williamsville, NY 14221  
Matt Green, The Green Organization, 6465 Transit Rd., E. Amherst, NY 14051

Attachment: Z-2021-08\_TB letter packet 011822 (RES-2022-76 : 3325 Millersport Highway & Portion of 3275 Millersport Highway Rezoning)





Town of Amherst Planning Department

2006.014

Erie County, New York



7.5.b

Brian J. Kulpa  
Supervisor

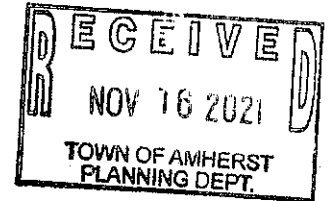
Daniel C. Howard, AICP  
Planning Director

Daniel J. Ulatowski, AICP  
Assistant Planning Director

# MEMORANDUM

November 10, 2021

TO: Daniel Ulatowski, Principal Planner  
Emily Murphy, 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



FROM: Scott Marshall, Principal Planner TV

SUBJECT: REQUEST TO REZONE 17.78± ACRES OF LAND FROM GB & R3 TO MFR-5 AND R-3 TO MFR-5; PROPERTY LOCATED 3275 (PORTION) AND 3325 MILLERSPORT HIGHWAY. THE GREEN ORGANIZATION, PETITIONER. Z-2021-08

REVISED CONCEPT PLAN:  
Received November 9, 2021

## 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: [Signature] Date: 11/15/21

DU/TV/bf

X:\Current\_Planning\Files\Rezoning\2021\Z-2021-08\_(3275 & 3325 Millersport Hwy)\_2021\Z-2021-08\_Rev\_Plan\_Transmittal\_111021.doc

cc: Christopher Wood, Carmina Wood Morris, 487 Main St., Suite 600, Buffalo, NY 14203  
Sean Hopkins, Hopkins Sorgi & McCarthy, PLLC, 5500 Main St., Ste. 343, Williamsville, NY 14221  
Matt Green, The Green Organization, 6465 Transit Rd., E. Amherst, NY 14051

Attachment: Z-2021-08\_TB letter packet 011822 (RES-2022-76 : 3325 Millersport Highway & Portion of 3275 Millersport Highway Rezoning)



Town of Amherst Planning Department

RECEIVED

NOV 10 2021

Erie County, New York



7.5.b

Brian J. Kulpa  
Supervisor

Daniel C. Howard, AIC  
Planning Director

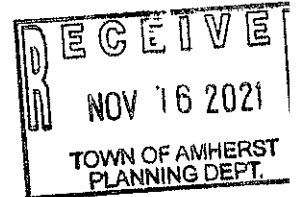
Daniel J. Ulatowski, AIC  
Assistant Planning Director

MEMORANDUM

TOWN OF AMHERST  
BUILDING DEPT

November 10, 2021

TO: Daniel Ulatowski, Principal Planner  
Emily Murphy, 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



FROM: Scott Marshall, Principal Planner *TV*

SUBJECT: REQUEST TO REZONE 17.78± ACRES OF LAND FROM GB & R3 TO MFR-5 AND R-3 TO MFR-5; PROPERTY LOCATED 3275 (PORTION) AND 3325 MILLERSPORT HIGHWAY. THE GREEN ORGANIZATION, PETITIONER. Z-2021-08

REVISED CONCEPT PLAN:

Received November 9, 2021

REVIEW:

Do you agree with all statements made? *Yes*

If you do not, briefly state why: \_\_\_\_\_

General comments relative to your agency interests: *Wetlands delineation Report*

*Received*

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 Green* Date: *11-16-21*

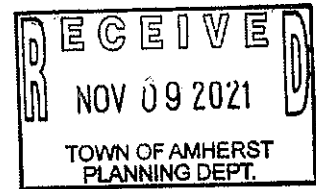
DU/TV/bf

X:\Current\_Planning\Files\Rezoning\2021\Z-2021-08\_(3275\_&\_3325\_Millersport\_Hwy)\_2021\Z-2021-08\_Rev\_Plan\_Transmittal\_111021.doc

cc: Christopher Wood, Carmina Wood Morris, 487 Main St., Suite 600, Buffalo, NY 14203  
Sean Hopkins, Hopkins Sorgi & McCarthy, PLLC, 5500 Main St., Ste. 343, Williamsville, NY 14221  
Matt Green, The Green Organization, 6465 Transit Rd., E. Amherst, NY 14051

# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

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



October 7, 2021

Daniel Ulatowski  
Town of Amherst Planning Department  
5583 Main Street  
Williamsville, New York 14221

Dear Daniel Ulatowski:

**SEQR Lead Agency Coordination  
Proposed Multi-Family Development  
3275 & 3325 Millersport Hwy  
Town of Amherst, Erie County**

This is to acknowledge receipt of your September 28, 2021 notice which requested State Environmental Quality Review Act (SEQR) Lead Agency status for the above-noted project. The Department concurs that the Town of Amherst should act as SEQR Lead Agency, since the environmental impacts of the proposal are primarily of local significance. However please be aware of the following:

1. This site is located within a New York State regulated wetland; specifically, Freshwater Wetland CC-47 or its regulated 100-foot-wide adjacent area. It is expected that any development at this site will require a Freshwater Wetlands Permit pursuant to Article 24 of the New York State Environmental Conservation Law. Please keep NYSDEC informed as this project moves forward.
2. If any project activities will involve land disturbance of 1 acre or more, the project sponsor, owner or operator is required to obtain a State Pollutant Discharge Elimination System General Permit for Stormwater Discharges from Construction Activity (GP-0-20-001). This General Permit requires the project sponsor, owner or operator to control stormwater runoff according to a Stormwater Pollution Prevention Plan (SWPPP), which is to be prepared prior to filing a Notice of Intent (NOI) and prior to commencement of the project. More information on General Permit GP-0-20-001, as well as the NOI form, is available on the Department's website at [www.dec.ny.gov/chemical/43133.html](http://www.dec.ny.gov/chemical/43133.html). Information on permitting requirements and preparation of a necessary Stormwater Pollution Prevention Plan (SWPPP) is available on the Department's website at [www.dec.ny.gov/chemical/8468.html](http://www.dec.ny.gov/chemical/8468.html).



Department of  
Environmental  
Conservation

Daniel Ulatowski  
October 7, 2021  
Page 3

The Downstream Sewer Capacity Analysis must also contain a narrative and a detailed map showing the downstream routing of sewers from the proposed project site to the Wastewater Treatment Plant. Line sizes, theoretical capacity and pump stations must be identified and included in the analysis.

This Downstream Sewer Capacity Analysis, as well as any required infiltration and inflow (I/I) rehabilitation offset work at a 4:1 ratio, should be part of the Project's Engineering Report. These items must be received as part of a complete sanitary sewer extension plan submission from the municipality (sewer owner) that signs the "Application for Approval of Plans" form.

If adequate capacity is not available, the sewer extension will not be approved until an acceptable remediation plan is developed.

The above guidance will help in the preparation of a complete Sewer Extension submission, which will facilitate our review. If you have any questions or require additional information, please contact our office NYSDEC, Region 9 Division of Water, telephone: 716/851-7070) or the Erie County Health Department.

4. Hydric soils were identified within the proposed project site. The project sponsor should consult with the United States Department of the Army, Corps of Engineers Office (COE), telephone: 716/879-4330, concerning COE regulatory jurisdiction. If Federal Wetlands are involved, the COE may require the project sponsor to obtain a Water Quality Certification (WQC) from this Department. Please note that a request for a WQC is now subject to the new 401 WQC rule and you (or the applicant) must submit a pre-filing meeting request 30 days prior to submitting an application for a WQC (see attached form).
5. It was noted on the Federal Emergency Management Agency's (FEMA) FIRM Map No. 36029C0086H that the site is located within the designated 100-year floodplain. The proposed project should be designed in accordance with all applicable local municipal laws for flood damage reduction.

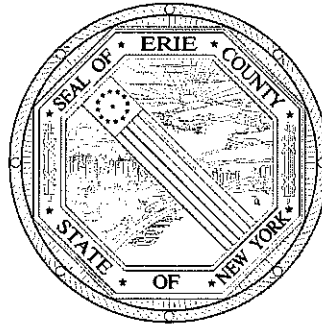
If you have any other questions, please feel free to contact Bruno DiBella of my staff or me at 716/851-7165.

Sincerely,

*David S. Denk*

David S. Denk  
Regional Permit Administrator

BAD:cmn



COUNTY OF ERIE  
MARK C. POLONCARZ  
COUNTY EXECUTIVE

WILLIAM E. GEARY, JR.  
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS  
RATH BUILDING 14<sup>TH</sup> FLOOR

TELEPHONE: 716.858.8300  
FAX: 716.858.8228

October 27, 2021

Ms. Roberta Rappoccio, Associate Planner  
Town of Amherst Planning Dept.  
5583 Main Street  
Williamsville, NY 14221

Re: Lead Agency  
Multifamily Development  
3275-3325 Millersport Highway at North French Road (CR-299)  
(T) of Amherst, Erie County NY

Dear Ms. Rappoccio:

We have reviewed your request for Lead Agency for the above referenced project. Erie County Department of Public Works has no problem with the Town of Amherst being 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.

This Department will commence further review upon receipt of the following:

1. Full set of design plans.
2. A stormwater management report will be required for this proposed development. Stormwater drainage for this site shall be designed in accordance with the New York State stormwater management design manual and local town requirements.
3. A Traffic Impact Study (TIS) will be required for this proposed development. The TIS must include a left turn lane warrant analysis for North French Road, as well as a Level of Service Analysis for the new driveway.



Attn: Ms. Roberta Rappoccio, Associate Planner  
 Town of Amherst Planning Dept.  
 Re: Lead Agency  
 Multifamily Development  
 3275-3325 Millersport Highway at North French Road (CR-299)  
 Date: October 27, 2021  
 Page: 2 of 2

4. The New York State Department of Transportation (NYSDOT) must be contacted for their review of any potential impacts to Millersport Hwy or the signal at Millersport Hwy and North French Rd.

#### Permit Requirements

1. The project sponsor will be required to apply for and obtain an Erie County Highway Work Permit for Utility Work Perm-2 prior to construction within the North French Road (CR-299) highway right-of-way.
2. The project sponsor will be required to apply for and obtain an Erie County Highway Work Permit for Non-Utility Work, Perm 3 prior to construction of a new driveway within the North French Road (CR-299) highway right-of-way.

Please keep us informed as this project progresses.

#### ERIE COUNTY DEPARTMENT OF PUBLIC WORKS

*Garrett M. Hacker*

---

Garrett M. Hacker, P.E.  
 Senior Civil Engineer

cc: Karen Hoak, Deputy Commissioner – Highways  
 Darlene Svilokos, P.E., Director of Engineering  
 Brian Rose, P.E., Supervisor of Engineering  
 Gina Wilkolaski, P.E., Traffic Safety Engineer  
 Mike Pasnik, Senior Highway Maintenance Engineer  
 File: CR-299

**Fadel, Bryan**

**From:** Ulatowski, Daniel  
**Sent:** Sunday, November 7, 2021 12:49 PM  
**To:** Hayes, Ron (DOT); Marshall, Scott; Rappoccio, Roberta; Voigt, Thomas J.; Fadel, Bryan; Carrato, Amy  
**Subject:** Re: 2021-SP254 T. Amherst 3275-3325 Millersport Highway Rezoning

Sent from my Verizon ASUS Tablet

----- Original Message -----

From:"Hayes, Ron (DOT)"

Sent:Fri, 05 Nov 2021 16:40:54 -0400

To:"Ulatowski, Daniel"

Subject:2021-SP254 T. Amherst 3275-3325 Millersport Highway Rezoning

**CAUTION:** This email originated from outside of the organization.

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

Dan

New York State Department of Transportation (NYSDOT) reviewed the information submitted for the subject project and has the following comments:

- The following items should be shown on the site plan:
  - Existing roadway features including guiderails, drainage and utilities.
  - Lane/shoulder widths, lane configurations and pavement markings.
  - All driveway/access points on the opposite of the roadway from the proposed development and adjacent to the site, with appropriate measurements.
  - Signs, signal infrastructure, pavement markings, and highway boundaries.
  - Adjoining parcels to the East and South of the proposed development.
- The proposed driveway locations are shown at each end of the parcel and a significant distance from the Route 263/N. French Road intersection. While desirable, a comprehensive review is not possible until complete roadway information is provided.
- A traffic Impact Study (TIP) is required based upon the size and scope of the proposed development.
  - Prior to any traffic engineering analysis, the traffic consultant should gain concurrence with NYSDOT regarding the scope and study area of the TIS.

Please do not hesitate to contact me if you have any questions or concerns.

Thank you,

Ron Hayes

Attachment: Z-2021-08\_TB letter packet 011822 (RES-2022-76 : 3325 Millersport Highway & Portion of 3275 Millersport Highway Rezoning)

**Ronald J. Hayes**

Planning and Program Management  
SEQR/Site Plan Coordinator

**New York Department of Transportation**

100 Seneca Street, Buffalo, NY 14203

(716) 847-3381 | (518) 810-9951 cell

[Ron.Hayes@dot.ny.gov](mailto:Ron.Hayes@dot.ny.gov) [www.dot.ny.gov](http://www.dot.ny.gov)





COUNTY OF ERIE  
MARK C. POLONCARZ  
COUNTY EXECUTIVE

WILLIAM E. GEARY, JR.  
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS  
RATH BUILDING 14<sup>TH</sup> FLOOR

TELEPHONE: 716.858.8300  
FAX: 716.858.8228

October 27, 2021

Ms. Roberta Rappoccio, Associate Planner  
Town of Amherst Planning Dept.  
5583 Main Street  
Williamsville, NY 14221

Re: Lead Agency  
Multifamily Development  
3275-3325 Millersport Highway at North French Road (CR-299)  
(T) of Amherst, Erie County NY

Dear Ms. Rappoccio:

We have reviewed your request for Lead Agency for the above referenced project. Erie County Department of Public Works has no problem with the Town of Amherst being 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.

This Department will commence further review upon receipt of the following:

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Attn: Ms. Roberta Rappoccio, Associate Planner  
 Town of Amherst Planning Dept.  
 Re: Lead Agency  
 Multifamily Development  
 3275-3325 Millersport Highway at North French Road (CR-299)  
 Date: October 27, 2021  
 Page: 2 of 2

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Please keep us informed as this project progresses.

#### ERIE COUNTY DEPARTMENT OF PUBLIC WORKS

*Garrett M. Hacker*

---

Garrett M. Hacker, P.E.  
 Senior Civil Engineer

cc: Karen Hoak, Deputy Commissioner – Highways  
 Darlene Svilokos, P.E., Director of Engineering  
 Brian Rose, P.E., Supervisor of Engineering  
 Gina Wilkolaski, P.E., Traffic Safety Engineer  
 Mike Pasnik, Senior Highway Maintenance Engineer  
 File: CR-299



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

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

DO NOT WRITE IN THIS SPACE

Case No.: SP-21-607  
Received: 9/27/2021

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

## Description of Proposed Action

1. Name of Municipality: Town of Amherst
2. Hearing Schedule: Date November 18, 2021 Time 6:30 pm Location 5583 Main Street, Williamsville
3. Action is before: ☐ Legislative Body ☐ Board of Appeals ☒ Planning Board
4. Action consists of: ☐ New Ordinance ☒ Rezone/Map Change ☐ Ordinance Amendment  
☐ Site Plan ☐ Variance ☐ Special Use Permit ☐ Other
5. Location of Property: ☐ Entire Municipality ☒ Specific as follows 3275 & 3325 Millersport Highway  
(portion)
6. Referral required as Site is within 500' of: ☐ State or County Property/Institution ☐ Municipal Boundary ☐ Farm Operation located in an Agricultural District  
☐ Expressway ☒ County Road ☒ State Highway ☐ Proposed State or County Road, Property, Building/Institution, Drainageway
7. Proposed change or use: (be specific) Rezone 19.78± acres of land from
8. Other remarks: (ID#, SBL#, etc.) Z-2021-08
9. Submitted by: Scott A Marshall, Principal Planner September 23, 2021  
Town of Amherst, 5583 Main St., Williamsville, NY 14221

## Reply to Municipality by Erie County Division of Planning

Receipt of the above-described proposed action is acknowledged on 9/29/21. The Division herewith submits its review and reply under the provisions of applicable state and local law, based on the information submitted with this referral.

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

By the Division of Planning:

Date: 10/26/21



# COUNTY OF ERIE

**MARK C. POLONCARZ**

COUNTY EXECUTIVE

October 28, 2021

Mr. Scott A Marshall  
Principal Planner  
Town of Amherst  
5583 Main Street  
Williamsville, NY 14221

Re: **Proposed Rezoning of 17.78 Acres at 3275 and 3325 Millersport Highway from GB to MFR-5 and R-3**  
Location: **3275 and 3325 Millersport Highway**  
Review No.: **SP-21-607**

Dear Mr. Marshall,

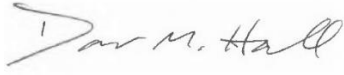
Pursuant to New York General Municipal Law Section 239-m, and Article 8 of the New York Environmental Conservation Law, the County of Erie (the "County") has reviewed the above-referenced project and Lead Agency request referred to us on September 29, 2021. The Department of Environment and Planning (DEP) consents to the Town of Amherst acting as Lead Agency in the SEQR process, and offers the following comments based upon its review of the project:

- The applicant's Major Site Plan Application should include details on the proposed North French Rd. curb cut, including its distance from the existing curb cut servicing the residential complex immediately to the east of the project site.
- The project is located within a FEMA-designated Moderate Flood Hazard Area, also known as the 500-year floodplain, and the parcel contains federal jurisdictional wetlands. The Town should consider the cumulative impacts of continued development within or adjacent to FEMA floodplains and state- or federally-designated wetlands, and the potential effects on existing and future residents during flood events, which are expected to occur more frequently as the effects of climate change continue to be felt.
- The Town and/or applicant should consider the addition of sidewalks on Millersport Hwy. and North French Rd., and should work with the owner of the corner parcel, 3375 Millersport Hwy., to ensure that the sidewalks connect. The Town and applicant should also explore the possibility of connecting the proposed walking trail to Altair Drive, which terminates at the southern border of the parcel. Adding to the Town's network of off-road pedestrian and bicycle trails would be consistent with the goals of the Town's Comprehensive Plan.
- The Comprehensive Plan also identifies the need for an affordable and diverse housing stock. Chapter 8 identifies an objective to "ensure the availability of housing affordable to all socioeconomic groups in Amherst." The Town should work with the applicant to ensure that the project contains an affordable

housing component. Offering a mix of housing types, styles, and sizes will allow the Town to attract both younger people entering the housing market and seniors who want to age in place.

This review pertains to the above-referenced project submitted to Erie County DEP. This should not be considered sufficient for any County approvals. The applicant must still obtain any other permits and regulatory approvals applicable to this project.

Sincerely,



David M. Hall  
Planner

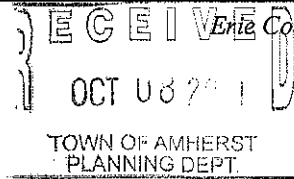




Town of Amherst Planning Department



7.5.b



Essex County, New York

Brian J. Kulpa  
Supervisor

Daniel C. Howard, AICP  
Planning Director

Daniel J. Ulatowski, AIC  
Assistant Planning Director

# MEMORANDUM

September 27, 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 Agent  
Integrated Review Coordinator, ECDEP  
Edward Rutkowski, SEQR Review Coordinator, NYSDOT  
Williamsville School District  
NYSDOT  
ECDEP  
NYSDEC

RECEIVED  
Williamsville Central School District

SEP 28 2021

Asst Superintendent for  
Finance & Management Services

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 17.78± ACRES OF LAND FROM GB TO MFR-5 & R-3 AND R-3 TO MFR-5, Z-2021-08; PROPERTY LOCATED AT 3275 (PORTION) & 3325 MILLERSPORT HIGHWAY. THE GREEN ORGANIZATION, PETITIONER.

## REVIEW:

Do you agree with all statements made? Not applicable at this point in time

If you do not, briefly state why: \_\_\_\_\_

General comments relative to your agency interests: The Williamsville (SD) is reviewing the potential impact the development will have on school enrollment.

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

It appears that there is not going to be a town of Amherst road, rather private road for resident use. Williams does not provide school bus transportation on private roads.

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

Signature: [Signature] Date: 10/4/2021

DU/SM/ac

X:\Current\_Planning\Files\Rezoning\2021\Z-2021-08\_3275\_&\_3325\_Millersport\_Hwy\_2021\Z-2021-08\_Transmittal\_092721.doc

cc: Scott Marshall, Principal Planner

# AMHERST HIGHWAY DEPARTMENT

1042 North Forest Road Williamsville, New York 14221

## Patrick Lucey

Superintendent of Highways  
plucey@amherst.ny.us



PHONE (716) 631-7117

FAX (716) 631-7265

www.amherst.ny.us

## Paul Anderson

Deputy Highway Superintendent  
panderson@amherst.ny.us

October 5, 2021

To: Scott Marshall, Principal Planner

From: Patrick Lucey, Superintendent of Highways *PL*

Re: **REQUEST TO REZONE 17.78 +ACRES OF LAND FROM GB TO MFR-5 & R-3 AND R-3 TO MFR-5, Z-2021-08. PROPERTY LOCATED AT 3275 (PORTION) & 3325 MILLERSPORT HIGHWAY. THE GREEN ORGANIZATION, PETITIONER.**

After review relative to Highway Department concerns, the plan is approved as submitted.

/ke  
C: Kathy Cooper, Deputy Town Clerk  
Daniel Ulatowski, AICP, Zoning Enforcement Officer  
Douglas Gesel, Supervising Code Enforcement Officer  
Jeffrey Burroughs, Town Engineer  
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)  
Dave Marrano, Town Assessor  
Bryan Parnell, Fire Chiefs Association (c/o Building)  
Stan Sliwa, Town Attorney (Local Law Only)  
Ann Demopoulos, Deputy Town Attorney, ROW Agent  
Scott A Marshall, Principal Planner  
Brian Barnes, Senior GIS Analyst (Eng)  
Integrated Review Coordinator, ECDEP  
Edward Rutkowski, SEQR Review Coordinator, NYSDOT  
Williamsville School District  
NYSDOT  
ECDEP  
NYSDEC

Attachment: Z-2021-08\_TB letter packet 011822 (RES-2022-76 : 3325 Millersport Highway & Portion of 3275 Millersport Highway Rezoning)



**Carrato, Amy**

---

**From:** Janice Gozdzik <jagozdzik@icloud.com>  
**Sent:** Wednesday, November 17, 2021 1:41 PM  
**To:** Carrato, Amy  
**Cc:** Janice Gozdzik  
**Subject:** Planning board rezone 3275 & 3325 Millersport

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.

Do Not rezone for development of apartment complex no need for additional housing in the area Respect green space and Clean air, beautification of area infringement of land will cause displacement of wild life and their habitats Will Increase traffic Millersport North French access to I-990 more traffic area roads Dodge Hopkins

Please save the beautiful wooded area and wild life Gozdzik family  
142 Altair Drive

Sent from my iPhone

Attachment: Z-2021-08\_TB letter packet 011822 (RES-2022-76 : 3325 Millersport Highway & Portion of 3275 Millersport Highway Rezoning)



## Amherst Town Board

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Town Clerk  
 Initiated by: **Timothy Koller**  
 Co-Sponsored by:

DOC ID: 25079

### RESOLUTION 2021-1075

**WITHDRAWN**

## Local Law Amending Chapter 5 of the Code of the Town of Amherst - Establishment of Design Advisory Board

Public Hearing with respect to a Local Law Amending Chapter 5 of the Code of the Town of Amherst - Establishment of Design Advisory Board.

### **12/20/2021**

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 8:05 PM.

Stan Sliwa, Town Attorney, presented.

The following speakers addressed the Town Board:

Mary Shapiro, 16 Royal Woods Ct - report to the Planning Board first and be part of the public record

Don Smith, 201 N Long St - Planning Board should receive report first

As there were no further speakers from the public, Supervisor Kulpa motioned to adjourn the public hearing, seconded by Councilmember Szukala and unanimously approved 5-0. The public hearing was adjourned at 8:21 PM.

### **1/18/2022**

A motion to withdraw was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

**RESULT:        WITHDRAWN**

**LOCAL LAW NO. \_\_\_\_-2021****TOWN OF AMHERST****COUNTY OF ERIE, STATE OF NEW YORK****A Local Law Amending Chapter 5 of the Code of the Town of Amherst,  
Design Advisory Board**

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 5 of the Code of the Town of Amherst, Design Advisory Board."

**Section 2. Purpose.**

The purpose of this Local Law shall be to amend Chapter 5 of the Code of the Town of Amherst that established the Design Advisory Board by adding a requirement for submission of its annual report to the Town Board.

**Section 3.**

Chapter 5 of the Code of the Town of Amherst is hereby amended to add a new section, specifically VIII, as follows:

**I. DESIGN ADVISORY BOARD**

1. The members of the Design Advisory Board shall be appointed by the Town Board.
2. The Design Advisory Board shall consist of five (5) members who shall serve without compensation and as now constituted shall continue in office until the expiration of their present term. Thereafter, their successors shall be appointed for terms of five (5) years.
3. At least one member must be a Planning Board member who will also act as the Board Chair. At least one member of such Board shall be a professional architect licensed to practice in the State of New York.
4. All members of the Design Advisory Board shall be residents of the Town of Amherst and qualified by reason of training or experience in art, architecture, community planning, land development, real estate, or landscape architecture.

~~Strikethrough~~ = Deleted language; Underline = Added language

5. If a vacancy shall occur otherwise than by expiration of term, it shall be filled by the Town Board for the unexpired term. The Town Board shall have the power to remove any member of the Design Advisory Board for cause and after public hearing.
6. The Planning Director shall designate a member of the Planning Department staff to act as the Clerk to the Design Advisory Board.
7. The Planning Director shall designate a Planning Department staff person to act as liaison to the Design Advisory Board.
8. Membership on the Design Advisory Board is limited to two consecutive full terms.

## II. POWERS AND DUTIES

**Review Authority:** The Design Advisory Board shall be responsible for reviewing and making recommendations to the Planning Board regarding the following:

- Major Site Plan Applications
- Minor site plan applications as referred by the Planning Director

## III. MEETINGS/NOTICE

1. Meetings of the Design Advisory Board shall be held monthly, or at the call of the Chair.
2. All meetings of the Design Advisory Board shall be held at Town Offices and shall be open to the public
3. Notice of the meetings shall be posted on the Town website.
4. The Design Advisory Board shall keep minutes of its proceedings, and shall keep records of its findings and other official actions.
5. Three (3) members of the Design Advisory Board shall constitute a quorum for the transaction of business.
6. Member training(s) shall be held from time to time.

## IV. REFERENCE TO GUIDELINES AND STANDARDS IN THE REVIEW

See Town of Amherst Design Guidelines –Mixed Use

## V. ADMINISTRATION AND ENFORCEMENT

### 1. DESIGN ADVISORY BOARD APPLICATION PROCESS

#### A. **Pre-Application Conference:**

Before submitting an application for design review approval, **each petitioner shall schedule a pre-application conference with the Planning Department to**

~~Strikethrough~~ = Deleted language; Underline = Added language

discuss the procedures, standards and regulations for design review approval in **accordance with the standards and design guidelines of the Zoning Ordinance.**

- B. **Application Requirements.** The following requirements shall apply to all applications for Design review.

1) **Who May Submit Applications**

Applications shall be accepted only from persons having the legal authority to submit such applications (owners or lessees of property, persons who have contracted to purchase property contingent upon their ability to acquire the necessary approval under the Zoning Ordinance, or persons with written authorization from the owner).

2) **Forms.**

Application forms shall be available from the Planning Department. The content of such application forms shall be determined by the Planning Director and may be amended from time to time.

3) **Acceptance of Applications for Review.**

An application will be accepted for review when it contains all information necessary to determine whether or not the design as proposed will comply with all the requirements of the standards and guidelines, as determined by the Planning Director.

4) **Meeting Notice.**

At least 5 days prior to the meeting date, the Town shall post notice, via the Town's website, of the meeting agenda. These notice provisions are non-jurisdictional. Failure to provide notice or failure of the notice to provide the information called for shall not affect the validity of any action taken by the Design Advisory Board, Planning Board and Town Board.

C. **Application Requirements.**

The following information shall be submitted as part of the formal application for Design Advisory Board review.

1. Application form with checklist, including all necessary documentation
2. Project description, including a narrative addressing the following factors:
  - a. Potential effects on neighborhood character
  - b. How the project shall enhance the public space
 Aerial views; photographs

~~Strikethrough~~ = Deleted language; Underline = Added language



4. Site Plan
5. Elevations and cross sections
6. Renderings and floor plans
7. Manufacturer samples of exterior colors, materials, roofing, window and door design
8. Sign concepts and locations

D. Action by the Design Advisory Board

1. The Design Advisory Board shall review the petition and evaluate the application. The Design Advisory Board shall schedule a meeting and give notice via the Town's website.
2. Within 10 days following the close of the meeting, the Design Advisory Board shall furnish to the Planning Board and petitioner its findings that:
  - a. The application is generally consistent with the design standards, guidelines and purpose of the Zoning Ordinance, and approval is recommended;
  - b. The application is recommended for approval with modification(s); or,
  - c. The application is inconsistent with the design standards, guidelines and purpose of the Zoning Ordinance and the Board recommends disapproval.
3. The Design Advisory Board may include in a favorable report a recommendation that conditions be included as a part of any resolution approving the application.
4. An unfavorable report shall state clearly the reasons therefore and, if appropriate, point out to the petitioner what changes might be necessary in order to receive a favorable report.

**VI. NOTICE OF DECISION**

1. The decision of the Design Advisory Board shall immediately be filed in the Building and Planning Departments and the Town Clerk's Office. All decisions shall be public record.
2. The Design Advisory Board shall recommend to approve, approve with modification(s) or disapprove an application to the Planning Board; provided that,

~~Strikethrough~~ = Deleted language; Underline = Added language

prior to disapproval, the applicant has been afforded an opportunity to confer upon suggestions for any change(s) to the proposed action.

3. Approval of any application hereunder shall be by a majority of the Design Advisory Board members.

## **VII. APPLICABILITY OF DESIGN REVIEW**

Application of the standards is required for any development as follows:

- 1 All major site plan applications in the following Specific Zoning Districts: Traditional Infill 2.5 (TI-2.5); Traditional Infill 4 (TI-4); Center 2.5 (CTR-2.5); Center 5 (CTR-5); Center 8 (CTR-8); Deep Corridor 5 (DC-5) and Shallow Corridor 3 (SC-3) and any other minor site plans as determined by the Planning Director.
2. Minor changes as defined below are exempt from this Section:
  - Ordinary maintenance and repair, including in-kind replacement of windows and doors; and siding if less than 25% of the existing exterior surface.  
(Replacement of or use of materials with types allowed in the District is encouraged.)
3. The Planning Department may send referrals to the Design Review Board.

## **VIII. ANNUAL REPORTS**

The Design Advisory Board shall prepare a report of its activities and progress for each year with the same to be submitted to the Town Board for its Annual Reorganization Meeting which is held at the first meeting in January each year.

### **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**

~~Strikethrough~~ = Deleted language; Underline = Added language



## Amherst Town Board

5583 Main Street  
 Williamsville, NY 14221  
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Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Supervisor  
 Initiated by: **Brian J. Kulpa**

Co-Sponsored by: **Deputy Supervisor Jacqueline Berger**

DOC ID: 25302

### RESOLUTION 2022-77

**ADOPTED**

## Reappointment of Planning Board Chair

**BE IT RESOLVED** that Robert J. Gilmour be appointed by the Amherst Town Board as Chair of the Planning Board for a term ending December 31, 2023.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Jacqueline Berger    |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |



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Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Councilmembers  
 Initiated by: **Jacqueline Berger**  
 Co-Sponsored by:

DOC ID: 25260

### RESOLUTION 2022-78

**ADOPTED**

## Design Advisory Board Re-Appointment

**WHEREAS**, the Design Advisory Board, also known as DAB, is to support the goals and objectives of the Comprehensive Plan and the implementation of the Zoning Code by promoting design excellence in Amherst; and

**WHEREAS**, DAB reviews proposed site plans for their application of the Town's Design Guidelines within Mixed Use Districts and provides recommendations to the Planning Board/Director and other boards upon request; and

**WHEREAS**, the Design Advisory Board appointed members maximum is five (5); and

**WHEREAS**, Duncan M. Black has served on the Design Advisory Board and has expressed interest in serving another term.

**NOW, THEREFORE, BE IT RESOLVED** that the Amherst Town Board re-appoints Duncan M. Black to the Design Advisory Board for a term to conclude December 31, 2026.

**1/18/2022**

Consent

#### FINANCIAL IMPACT:

None.

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |



## Amherst Town Board

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Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Councilmembers  
 Initiated by: **Jacqueline Berger**  
 Co-Sponsored by:

DOC ID: 25253

### RESOLUTION 2022-79

**ADOPTED**

## Arts & Culture in Public Places in Amherst Appointment/Reappointment

**WHEREAS**, Town of Amherst created the Arts & Culture in Public Places Board to promote public art and culture within the town and to collaborate and cooperate with various and appropriate individuals, groups, associations, organizations and institutions concerned with art and culture; and

**WHEREAS**, to promote, ensure and enhance the function, object and mission of the visual and performing arts; and

**WHEREAS**, the Arts & Culture in Public Places Board, also known as Arts & Culture, consists of nine (9) members, each serving a term of two (2) years; and

**WHEREAS**, Deborah Doucette and Sharon Rich have expressed interest in continuing service on the Arts & Culture board; and

**WHEREAS**, Mary Jo Kahley-Wolf has approached the Board with interest in serving.

**NOW, THEREFORE, BE IT RESOLVED** that the Amherst Town Board re-appoints Deborah Doucette and Sharon Rich to terms to conclude December 31, 2023; and

**BE IT FURTHER RESOLVED** that the Amherst Town Board appoints Mary Jo Kahley-Wolf to a term to end December 31, 2023.

**1/18/2022**

Consent

#### FINANCIAL IMPACT:

None.

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |




**Amherst Town Board**

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Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Councilmembers  
 Initiated by: **Jacqueline Berger**  
 Co-Sponsored by:

DOC ID: 25284

**RESOLUTION 2022-80**
**ADOPTED**

## Authorization Fees to be Charged for the 2022 Golf Season

**BE IT RESOLVED** that the Amherst Town Board authorize the golf fees, listed on the attached document, to be charged for the 2022 Golf Season.

**1/18/2022**

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

**FINANCIAL IMPACT:**

TBD

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Jacqueline Berger, Deputy Supervisor |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

## 2022 Golf Season Fees

**TO: Amherst Town Board**  
**FROM: Recreation Commission**  
**DATE: January 11, 2022**  
**RE: Authorization Fees to be charged for the 2022 Golf Season**

Please authorize the following fees to be charged for the 2022 Golf Season:

**Green Fees:**

**18 Holes:**

Resident not to exceed \$25.00

Non-Resident not to exceed \$29.00

**9 Holes:**

Resident not to exceed \$17.00

Non-Resident not to exceed \$19.00

**Par 3:**

Not to exceed \$14.00 (no difference between resident and non-resident)

**Carts: (inclusive of tax)**

18 holes \$15.00

9 holes \$10.00

|                                |          |                                                   |
|--------------------------------|----------|---------------------------------------------------|
| Resident Season Pass:          | \$599.00 | \$549 for Renewal                                 |
| Senior Season Pass:            | \$399.00 | \$349 for Renewal (unlimited, Monday-Friday only) |
| Junior Passholder (17 & under) |          | Weekday \$399                                     |

|                                |                             |
|--------------------------------|-----------------------------|
| Resident Advantage Card - \$29 | \$5 off 18 and \$2.50 off 9 |
|--------------------------------|-----------------------------|

**9 Hole League Fee:**

\$15.00 greens fee + \$7.00 cart fee = \$22.00

Financial Impact: TBD

**FINANCIAL IMPACT:**

TBD



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Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Councilmembers  
 Initiated by: **Jacqueline Berger**  
 Co-Sponsored by:

DOC ID: 25288

### RESOLUTION 2022-81

**ADOPTED**

## Fire Inspector Vehicle Customization

**WHEREAS**, in addition to the standard fire safety duties, the Amherst Fire Safety Division also responds to various types of emergency related incidents on roadways and at night; and

**WHEREAS**, to increase protection for the Amherst Fire Inspectors and to provide a high level of safety, the proper equipment is necessary for the Fire Inspectors; and

**WHEREAS**, a stock vehicle that is customized to the Town's specifications is fiscally responsible, and provides flexibility for usage for the Fire Inspectors.

**NOW, THEREFORE, BE IT RESOLVED** that the Amherst Town Board approves the purchase of the essential equipment from Avoidable Alarm Fund T-2999.4002.

**1/18/2022**

Consent

#### FINANCIAL IMPACT:

A cost not to exceed \$3100.00 through various Town Bid Specifications.

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |



## Amherst Town Board

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Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Councilmembers  
 Initiated by: **Deborah Bruch Bucki**  
 Co-Sponsored by:

DOC ID: 25186

### RESOLUTION 2022-82

**ADOPTED**

## Employee Extended Sick Leave with Pay Committee Appointment/Reappointment

**WHEREAS**, Resolution 2017-56, dated January 3, 2017 created the Employee Extended Sick Leave with Pay Committee to process and review applications from all employees for extended sick leave with pay and to make recommendations therefore to the Town Board, which shall retain discretion to grant or deny said requests; and

**WHEREAS**, the Town Board hereby formally re-establishes this Committee; and

**WHEREAS**, this Committee established a program to create a sick leave bank to make available extra leave time for exempt employees who have encountered an accident and/or suffered a serious illness that has exhausted their sick time, personal leave and vacation credits; and

**WHEREAS**, this Committee shall consist of seven (7) members as follows: the Town Attorney, the Human Resource Director, two (2) department heads appointed by the Town Board, to serve two (2) year terms; two (2) residents to be appointed by the Town Board who shall serve two (2) year terms; and, one (1) full time employee to be appointed by the Town Board who shall serve a two (2) year term; and

**WHEREAS**, Gladys Diji has served on this committee and has expressed interest to continue to serving, as her term finished December 31, 2021; and

**WHEREAS**, the Committee has asked Melissa Abel, Executive Director of the Amherst Senior Center, to represent the Amherst Senior Center and she accepted.

**NOW, THEREFORE, BE IT RESOLVED** that the Amherst Town Board does hereby appoint the following individuals to said committee, as follows: Stanley Sliwa as Town Attorney; Robert McCarthy as the Human Resource Director; Melissa Abel as the Amherst Senior Center Director; Daryl Bramer in his role as Town Comptroller; Stephen Matisz in his role as Department Head for Central Alarm; Gladys Diji, R.N.; and Councilmember Deborah Bruch Bucki, RN, PhD. as Town Board appointee, all for terms to end on December 31, 2023.

**1/18/2022**

Consent

#### FINANCIAL IMPACT:

None.

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |





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Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Councilmembers  
 Initiated by: **Deborah Bruch Bucki**  
 Co-Sponsored by:

DOC ID: 25292

### RESOLUTION 2022-83

**ADOPTED**

## Historic Preservation Commission Appointments

**WHEREAS**, at its meeting on January 11, 2022, the Town of Amherst Historic Preservation Commission unanimously recommended that Norman J. Hirschey be reappointed to serve as a member of the Town of Amherst Historic Preservation Commission; and

**WHEREAS**, they also unanimously recommended that Joseph Buscaglia, who has also served as a Commission member, continue as a Resource Person for the group.

**NOW, THEREFORE, BE IT RESOLVED** that the Amherst Town Board reappoints Norman J. Hirschey, who is a Licensed Professional Engineer, as a member of the Town of Amherst Historic Preservation Commission for a term ending on December 31, 2025; and

**BE IT FURTHER RESOLVED** that the Amherst Town Board appoints Joseph Buscaglia as a Resource Person for the Town of Amherst Historic Preservation Commission, for a term ending on December 31, 2025.

**1/18/2022**

Consent

#### FINANCIAL IMPACT:

None.

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |



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Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Councilmembers  
 Initiated by: **Shawn Lavin**  
 Co-Sponsored by:

DOC ID: 25246

### RESOLUTION 2022-84

**ADOPTED**

## Information Technology Advisory Board Re-Appointment

**WHEREAS**, the purpose of the Information Technology Advisory Committee is to assist the Town Board in the development and implementation of information Technology policy; and

**WHEREAS**, the Information Technology Advisory Committee meets quarterly or when the Amherst Town Board requests; and

**WHEREAS**, the Information Technology Advisory Committee maximum membership is eight (8); and

**WHEREAS**, Michael Kistner has expressed interest in continuing to serve on the Information Technology Advisory Committee.

**NOW, THEREFORE, BE IT RESOLVED** that Michael Kistner be re-appointed to the Information Technology Advisory Committee for a term to conclude on December 31, 2025.

**1/18/2022**

Consent

#### FINANCIAL IMPACT:

None.

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |



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Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Councilmembers  
 Initiated by: **Michael Szukala**  
 Co-Sponsored by:

DOC ID: 25277

### RESOLUTION 2022-85

**ADOPTED**

## Lowering the Speed Limit on N. Forest Road Between Dodge Road and Millersport Highway

**WHEREAS** North Forest Road (CR 294) between Dodge Road and Millersport Highway is a two-lane County Highway with a current posted speed limit of 45 mph; and

**WHEREAS** the Town of Amherst received a resident request to review the safety and speeds of North Forest Road north of Millersport Highway; and

**WHEREAS** the Town of Amherst Traffic Safety Committee conducted a review of safety and speeds of N. Forest Road which included a speed study between Dodge Road to Millersport Highway; and

**WHEREAS** the traffic count indicated an average daily traffic volume of 1,589 vehicles with an 85<sup>th</sup> percentile speed of 43 mph and 41 mph in the northbound and southbound directions, respectively; and

**WHEREAS** the Traffic Safety Committee is recommending that the posted speed limit on North Forest Road between Dodge Road and Millersport Highway be lowered from 45 mph to 35 mph, which is consistent with the other sections of N. Forest Road; and

**WHEREAS** at the Town's request, Erie County completed a traffic engineering investigation that was in agreement with the speed limit reduction as described in a December 7, 2021 response letter; and

**WHEREAS** the Town Board has the authority to change the speed limit pursuant to NY Vehicle and Traffic Law Section 1662 (a); and

**THEREFORE BE IT RESOLVED** that it is hereby ordered that the posted speed limit on that portion of North Forest Road between Dodge Road to Millersport Highway be lowered from 45 mph to 35 mph and that the Highway Superintendent's Inventory of Traffic Control Devices be amended to reflect such change; and

**THEREFORE BE IT FURTHER RESOLVED** that the Highway Superintendent submit an Erie County Sign permit for the installation and maintenance of the new signage; and

**THEREFORE BE IT FURTHER RESOLVED** that the Town's Highway Department install the speed limit signage in accordance to the Manual of Uniform Traffic Control Devices following the issuance of an Erie County sign permit; and

**THEREFORE BE IT FURTHER RESOLVED** that a certified copy of this resolution be provided to Erie County Department of Public Works upon approval.

**1/18/2022**

Consent

**FINANCIAL IMPACT:**

Fiscal Impact: \$1000.00 (Signs)

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |



# Amherst Town Board

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Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Councilmembers  
 Initiated by: **Michael Szukala**  
 Co-Sponsored by:

DOC ID: 25278

## RESOLUTION 2022-86

**ADOPTED**

# Establishing a School Speed Zone at Dodge Road Elementary School

**WHEREAS,** the Town has a written correspondence from the Williamsville School District supporting a school speed zone along the roadways adjacent to Dodge Elementary School; and

**WHEREAS,** Dodge Elementary School has frontage along the County highways of Dodge Road and North French Road; and

**WHEREAS,** the Town of Amherst obtained assistance from Erie County Department of Public Works to determine that the criteria for establishing a school speed zone is met; and

**WHEREAS,** the Town of Amherst Traffic Safety Board is recommending a school speed zone be established that:

- is along North French Road and Dodge Road in front of Dodge Road Elementary School
- establishes a school zone at its maximum allowable length
- reduces the speed from 35 mph to 25 mph
- is effective only on school days and between the hours of 7:00 AM and 6:00 PM; and

**WHEREAS,** the Town of Amherst may establish school speed zones by Town Board resolution and execution of a County permit; and

**THEREFORE BE IT RESOLVED,** the Amherst Town Board establishes a 25 mph school speed zone on Dodge Road and North French Road in front of Dodge Elementary School starting at a distance of 300 feet from its property lines, but not exceeding a length of 1,320 feet on each highway; and

**THEREFORE BE IT FURTHER RESOLVED,** the school speed zone shall be effective only on school days between the hours of 7:00 AM and 6:00 PM; and

**THEREFORE, BE IT FURTHER RESOLVED,** that the Town's Highway Department obtain the necessary permits from Erie County and install the school speed zone signage in accordance to the Manual of Uniform Traffic Control Devices.

## **1/18/2022**

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

## **FINANCIAL IMPACT:**

Fiscal Impact: \$500.00 (Signs)



|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Michael Szukala, Councilmember       |
| <b>SECONDER:</b> | Jacqueline Berger, Deputy Supervisor |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |



**Thomas R. Matuski**  
 Assistant Superintendent for Finance & Management Services  
 tmatuski@willamsvillek12.org

December 6, 2021

Mr. Christopher Schregel  
 Traffic Safety Coordinator  
 Town of Amherst Engineering Department/  
 Town of Amherst Traffic Safety Board  
 1100 North Forest Road  
 Williamsville NY 14221

Dear Mr. Schregel:

The purpose of this letter is to respond to our recent correspondence regarding the potential placement of school safety zones on North French Road and Dodge Road for Dodge elementary school.

The information you shared with the District is that there are two safety zone locations proposed for Dodge elementary school. One zone will be on North French Road and the other will be on Dodge Road. The District supports this safety zone proposal. We believe that the reduction in the speed limits on these roads from 35 mph to 25 mph during school hours will positively impact student safety at Dodge elementary school. I would like you to know that both our District administration and our Dodge elementary school administrators fully endorse this safety zone proposal.

Lastly, if the District is required to assist with the programming of future speed zone flashing notification signs, we are willing to assist with this work.

Sincerely,

Thomas R. Matuski

C: Dr. Darren Brown-Hall  
 Mr. Charlie Smilinich



Phone: (716) 626-8012  
 Fax: (716) 626-8017



105 Casey Road,  
 P.O. Box 5000, East Amherst, NY  
 14051-5000



www.willamsvillek12.org  
 @WCSD\_K12  
 @WCSDK12



# Amherst Town Board

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Town Attorney  
 Initiated by: **Stanley J. Sliwa**  
 Co-Sponsored by:

DOC ID: 25281

## RESOLUTION 2022-87

## ROLL CALL VOTE (ADOPTED)

# Police Maintenance Garage and Town Court Building Roof Restoration (Bond - \$232,000)

## AGENDA ITEM : JANUARY 18<sup>TH</sup>, 2022

**TO:** Town Board

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

**DATE:** January 12, 2022

**RE:** 2022-2027 C.I.P. - Project PO-2  
 Police Maintenance Garage and Town Court Building Roof  
 Restoration - TOA Job No. 2018.026A  
 Bond Resolution - \$232,000.00

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

- (1) Adopt the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department; and
- (2) Adopt the attached bond resolution authorizing the issuance of \$232,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb

Attachment

c: Tim Koller, Deputy Town Clerk  
 (w/attachment, **Agenda Item - January 18, 2022**)  
 Daryl C. Bramer, Comptroller (w/attachment)  
 Lynda Juul, Director of Finance (w/attachment)  
 Dale Ulatowski, AICP, Assistant Planning Director/ZEO (w/attachment)  
 Dan Howard, Director of Planning (w/attachment)  
 Jeffrey S. Burroughs, PE, Town Engineer (w/attachment)  
 Brian J. Armstrong, EIT, Assistant Municipal Engineer (w/attachment)

**1/18/2022**

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

**FINANCIAL IMPACT:**

Bond Resolution - \$232,000

|                  |                                             |
|------------------|---------------------------------------------|
| <b>RESULT:</b>   | <b>ROLL CALL VOTE (ADOPTED) [UNANIMOUS]</b> |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor                  |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember          |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala        |



Town of Amherst Planning Department

Erie County, New York



Brian J. Kulpa  
Supervisor

Daniel C. Howard, AI  
Planning Director

Daniel J. Ulatowski, AI  
Assistant Planning Dire

*Transmitted electronically*

MEMORANDUM

January 6, 2022

TO: Brian J. Armstrong, EIT, Assistant Municipal Engineer  
Engineering Department

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Determination  
Police Maintenance Garage & Town Court Building Roof Restoration  
2021-2027 C.I.P. Project PO-2 – TOA Job No. 2018.026A

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5. Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special\_Projects\SEQR\_Engineering & Other TOA\Type\_II\_Actions\_(PJ-2015-001)\Police Maint Building and Town Court Roof Restoration\_2021\_2027\_CIP\_PO\_2.docx

CC:

Stanley J. Sliwa, Esq., Town Attorney  
Daryl Bramer, Comptroller  
Daniel Howard, Planning Director





## **Town of Amherst Police Department**

---

### **Police Maintenance Garage and Town Court Building Roof Restoration**

*2022 - 2027 C.I.P. Project PO-2*

*Town of Amherst Job No. 2018.0264*

**Map, Plan & Report**  
January 2022

#### **CONTENTS:**

- Approved 2022 - 2027 CIP Project PO-2
- Introductions / Existing Conditions
- Proposed Scope of Improvements
- Financial / Taxation Summary
- SEQR Determination – Type II Action

Prepared by  
Town of Amherst Engineering Department  
1100 North Forest Rd.  
Williamsville, NY 14221  
(716) 631-7154

# TOWN OF AMHERST POLICE DEPARTMENT

## Police Maintenance Garage and Town Court Building Roof Restoration

### Summary of Approved 2022 – 2027 Capital Improvement Program (10-25-21)

#### Planning Department

#### Recommended Schedule (X \$1,000)

| Project ID                               | Project Title/Description                                                                                                                                                                          | 2022              | 2023   | 2024     | 2025     | 2026 | 2027 | Total Cost  |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------|----------|----------|------|------|-------------|
| P-1                                      | <b>Comprehensive Planning:</b> Management and formulation of a new comprehensive plan and other planning initiatives that will guide revitalization and development over the next 25 years. (2019) | 400 LA            | 300 LA |          |          |      |      | \$700,000   |
| P-2                                      | <b>Youngs Road Extension – Casey to North French Road:</b> Design/planning, appraisal & wetland delineations to complete the final segment of north-south arterial. (2017)                         |                   | 500 LD | 3,400 LD | 3,000 LD |      |      | \$6,900,000 |
| P-3                                      | <b>Maple Road Corridor Planning:</b> Planning for "Complete Street" changes to the Maple Road corridor between Niagara Falls Blvd and North Forest Road. (2022)                                    | 200 LA<br>800 F/S |        |          |          |      |      | \$1,000,000 |
| <b>TOTAL PLANNING BONDING: \$600,000</b> |                                                                                                                                                                                                    |                   |        |          |          |      |      |             |

#### Police Department

#### Recommended Schedule (X \$1,000)

| Project ID | Project Title/Description                                                                                                                                                                              | 2022   | 2023   | 2024   | 2025   | 2026   | 2027   | Total Cost  |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|--------|--------|--------|--------|-------------|
| PO-1       | <b>Police Vehicles:</b> Funding for six police vehicles to replace older ones with excessive mileage & maintenance issues. (2019)                                                                      | 255 LA | 255 LA | 255 LA | 255 LA | 255 LA | 255 LA | \$1,530,000 |
| PO-2       | <b>Police Garage and Court Building Roof Improvements:</b> Replace and improve the existing roof systems at the Police Maintenance Garage/Court Building. (2019)                                       | 232 LA |        |        |        |        |        | \$232,000   |
| PO-3       | <b>APD/Court Building Improvements:</b> Installation of awnings, a gradual replacement of the crawl space piping, building windows and window sills, and an efficiency study of interior space. (2019) | 50 LA  | 50 LA  |        |        |        |        | \$100,000   |
| PO-4       | <b>Police HVAC System Improvements – Phase 5:</b> Last phase to replace the police firing range HVAC controls. (2019)                                                                                  | 350 LA |        |        |        |        |        | \$350,000   |

#### Key: Funding Source

T – Tax  
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A – General Account  
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G – Sanitary Sewer District  
H – Storm Drainage District  
I – Water District

W – Water Pollution Control Facility  
# – Special District Number  
NS – None Submitted

## TOWN OF AMHERST POLICE DEPARTMENT

### Police Maintenance Garage and Town Court Building Roof Restoration



Town Court Building (left) and Police Maintenance Garage (right) with highlighted roof areas

#### **INTRODUCTION / EXISTING CONDITIONS:**

The Town of Amherst owns and operates the Town Court Building and Police Headquarters building located at 400 and 500 John James Audubon Parkway, Amherst, NY 14221. This complex is known as the Town of Amherst Justice Facility and it consists of multiple buildings; Police Headquarters, the Court Building and two (2) Police Maintenance/Storage Garages. The Police Headquarters building was built in 1977 and consists of 57,424 sq. ft. on two (2) floors. While many portions of the Headquarters building are open 24 hours per day - 7 days per week, other areas are occupied only during normal work hours.

The Court building and Police Maintenance Garage building envelopes include brick and glass façades and both include EPDM roof systems that were originally installed in 1997 that are in failure mode and no longer under warranty. In an effort to fully assess the current condition of the existing roof system, the entire flat roof portions have been analyzed by conducting an infrared moisture survey. As per the survey, both roof systems have been shown to be structurally sound but exhibit some leaks. The moisture survey identified several leaks as shown on example Figures #1 and #2 below. Figure #3 and #4 within this report also identify other areas that also indicate leakage, moisture intrusion and insulation damage.

TOWN OF AMHERST POLICE DEPARTMENT  
Police Maintenance Garage and Town Court Building Roof Restoration



Figure #1

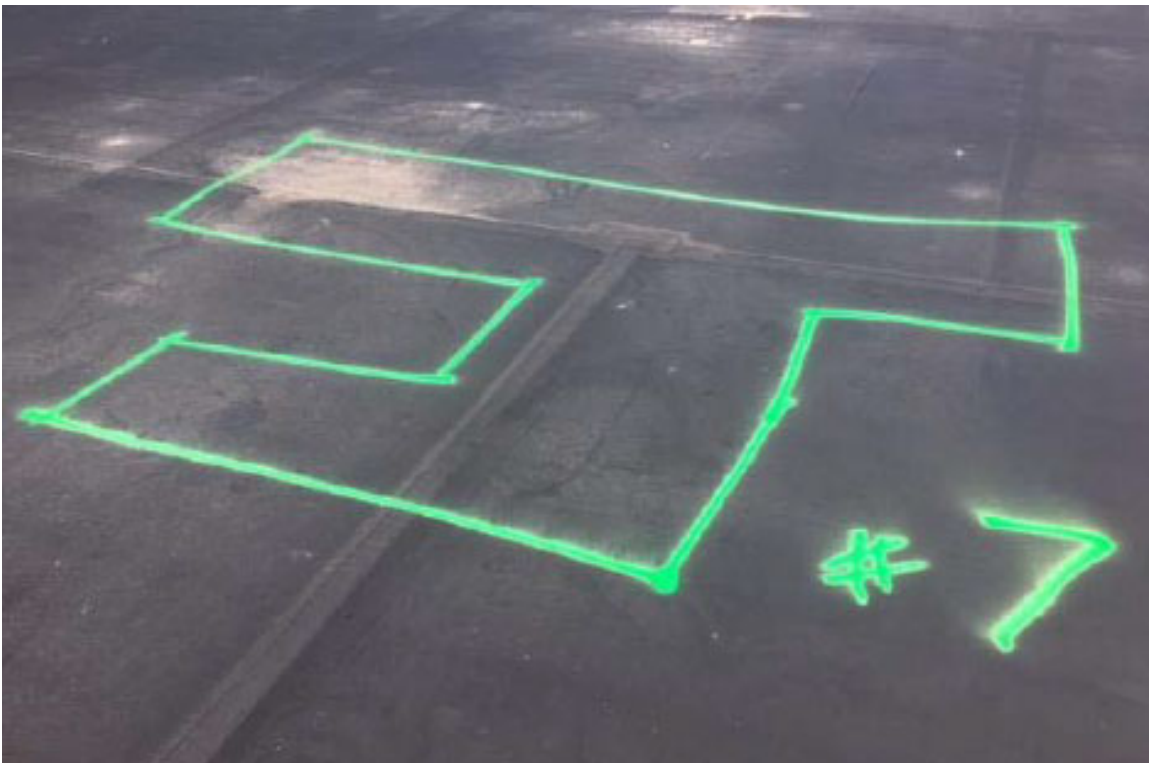


Figure #2



TOWN OF AMHERST POLICE DEPARTMENT  
Police Maintenance Garage and Town Court Building Roof Restoration



FIGURE 3



FIGURE 4



## TOWN OF AMHERST POLICE DEPARTMENT

### Police Maintenance Garage and Town Court Building Roof Restoration

#### **PROPOSED SCOPE OF IMPROVEMENTS:**

In order to completely address the repetitive leaking of the existing roof system for the Town Court and Police Maintenance Garage buildings, the existing roof systems were infrared moisture surveyed and determined that the vast majority of the roof systems are structurally sound but exhibits a number of localized leaks. In order to address the moisture survey findings associated with both buildings, the localized leak locations with associated wet insulation will be removed and infilled with new materials before the entire roof of both buildings are restored utilizing a reinforced fluid-applied roofing system. During the course of the project, all of the existing walkway pads will be removed and replaced around all rooftop HVAC equipment. The resultant roof system will then be protected by a 2-year contractor's warranty and a 20-year manufacturer's warranty.

The roof system restoration project described above will be designed, bid and constructed during 2022. The above project will be bonded against the Town of Amherst General Fund at a *total project cost* of \$232,000.00, financed entirely with serial bonds. The above project is characterized as a replacement-in-kind project associated with a "Class B" building, where the underlying structure will remain unchanged while only the roof system materials will be modified from existing conditions. The roof system restoration provided within the scope of this project will have a minimum life cycle that will exceed 10 years.

#### **FINANCIAL SUMMARY:**

|                                  |                   |
|----------------------------------|-------------------|
| Estimated Construction Costs     | 225,800           |
| Professional Services            | 5,000             |
| <u>Legal / Administrative</u>    | <u>1,200</u>      |
| <b>Total Amount to be Bonded</b> | <b>\$ 232,000</b> |

#### **TAXATION SUMMARY:**

|                                   |                                        |
|-----------------------------------|----------------------------------------|
| Total Bond Amount:                | \$232,000.00                           |
| Bond Term:                        | 15 Years                               |
| Annual Tax Impacts:               | \$0.0019 per \$1,000 AV (General Fund) |
| Typical Property Taxation Impact: | \$0.39 per \$200,000 property          |

EXTRACT OF MINUTES  
Meeting of the Town Board of the  
Town of Amherst, in the  
County of Erie, New York  
January 18, 2022

\* \* \*

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on January 18, 2022.

There were present: Hon. Brian J. Kulpa, Supervisor; and

Board members: Jacqualine Berger, Councilwoman  
Deborah Bruch Bucki Councilwoman  
Shawn Lavin, Councilman  
Michael R. Szukala, Councilman

There were absent:

Also present: Francina J. Spoth, Town Clerk

\* \* \*

\_\_\_\_\_ offered the following resolution and moved its  
adoption:

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED JANUARY 18, 2022, AUTHORIZING POLICE MAINTENANCE GARAGE AND COURT BUILDING ROOF IMPROVEMENTS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$232,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF \$232,000 TO FINANCE SAID APPROPRIATION

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the “Town”), is hereby authorized to construct Police Maintenance Garage and Court Building Roof Improvements, as described in the map, plan and report dated January 2022 and prepared by the Town of Amherst Engineering Department (2022-2027 Capital Improvement Program, Project PO-2). The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$232,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the principal amount of \$232,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of \$232,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the “Law”), to finance said appropriation.

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

(a) The period of probable usefulness applicable to the specific object or purpose for which said bonds are authorized to be issued, within the limitations of Section Sections 11.00 a. 12 (a)(2) of the Law, is fifteen (15) years.

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

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Town, payable as to both principal and interest by general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds, and any notes in anticipation thereof to mature in such year, and (b) the payment of interest to be due and payable in such year.

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

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

- (a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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



Section 7. This bond resolution is subject to a permissive referendum and the Town Clerk is hereby authorized and directed, within ten (10) days after the adoption of this resolution, to cause to be published, in full, in “The Amherst Bee,” a newspaper having a general circulation within said Town and hereby designated the official newspaper of the Town for such publication and posted on the sign board of the Town maintained pursuant to the Town Law, a Notice in substantially the following form:

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on January 18, 2022, the Town Board of the Town of Amherst, in the County of Erie, New York, adopted a bond resolution entitled:

“Bond Resolution of the Town of Amherst, New York, adopted January 18, 2022, authorizing Police Maintenance Garage and Court Building roof improvements, stating the estimated maximum cost thereof is \$232,000, appropriating said amount for such purpose, and authorizing the issuance of bonds in the principal amount of \$232,000 to finance said appropriation,”

an abstract of which bond resolution concisely stating the purpose and effect thereof, being as follows:

FIRST: AUTHORIZING said Town to construct Police Maintenance Garage and Court Building roof improvements, as described in the map, plan and report dated January 2022 and prepared by the Town of Amherst Engineering Department (2022-2027 Capital Improvement Program, Project PO-2); STATING the estimated maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is \$232,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of \$232,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of \$232,000 pursuant to the Local Finance Law of the State of New York (the “Law”) to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is fifteen (15) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes shall be general obligations of the Town; and PLEDGING to their payment the faith and credit of the Town;

FIFTH: DELEGATING to the Supervisor the powers and duties as to the issuance of said bonds, and any bond anticipation notes issued in anticipation of said bonds, or the renewals thereof; and

SIXTH: DETERMINING that the bond resolution is subject to a permissive referendum.

DATED: January 18, 2022

---

FRANCINA J. SPOTH  
Town Clerk

Section 8. The Town Clerk is hereby authorized and directed to cause said bond resolution to be published, in summary, after said bond resolution shall take effect, in the newspaper referred to in Section 7 hereof, and hereby designated the official newspaper for said publication, together with a Notice in substantially the form as provided by Section 81.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York.

\* \* \*

The adoption of the foregoing resolution was seconded by \_\_\_\_\_ and  
duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

\*\*\*\*\*

**CERTIFICATE**

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on January 18, 2022, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this \_\_\_\_\_ day of January, 2022.

(SEAL)

\_\_\_\_\_  
Town Clerk



## AFFIDAVIT OF POSTING

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

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

That he is and at all times hereinafter mentioned he was the duly elected, qualified and acting Town Clerk of the Town of Amherst, State of New York;

That on \_\_\_\_\_, 2022, he has caused to be conspicuously posted and fastened up a Notice setting forth an abstract of the bond resolution duly adopted by the Town Board on January 18, 2022, a copy of which is annexed hereto and made a part hereof, on the sign board of the Town maintained pursuant to the Town Law.

\_\_\_\_\_  
 Town Clerk

Subscribed and sworn to before me  
 this \_\_\_\_\_ day of January, 2022.

\_\_\_\_\_  
 Notary Public, State of New York



## **Town of Amherst Police Department**

---

### **Police Maintenance Garage and Town Court Building Roof Restoration**

*2022 - 2027 C.I.P. Project PO-2*

*Town of Amherst Job No. 2018.0264*

**Map, Plan & Report**  
January 2022

#### **CONTENTS:**

- Approved 2022 - 2027 CIP Project PO-2
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Prepared by  
Town of Amherst Engineering Department  
1100 North Forest Rd.  
Williamsville, NY 14221  
(716) 631-7154

# TOWN OF AMHERST POLICE DEPARTMENT

## Police Maintenance Garage and Town Court Building Roof Restoration

### Summary of Approved 2022 – 2027 Capital Improvement Program (10-25-21)

#### Planning Department

#### Recommended Schedule (X \$1,000)

| Project ID | Project Title/Description                                                                                                                                                                          | 2022              | 2023   | 2024     | 2025     | 2026 | 2027 | Total Cost  |
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| P-1        | <b>Comprehensive Planning:</b> Management and formulation of a new comprehensive plan and other planning initiatives that will guide revitalization and development over the next 25 years. (2019) | 400 LA            | 300 LA |          |          |      |      | \$700,000   |
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**TOTAL PLANNING BONDING: \$600,000**

#### Police Department

#### Recommended Schedule (X \$1,000)

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#### Key: Funding Source

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## TOWN OF AMHERST POLICE DEPARTMENT

### Police Maintenance Garage and Town Court Building Roof Restoration



Town Court Building (left) and Police Maintenance Garage (right) with highlighted roof areas

#### **INTRODUCTION / EXISTING CONDITIONS:**

The Town of Amherst owns and operates the Town Court Building and Police Headquarters building located at 400 and 500 John James Audubon Parkway, Amherst, NY 14221. This complex is known as the Town of Amherst Justice Facility and it consists of multiple buildings; Police Headquarters, the Court Building and two (2) Police Maintenance/Storage Garages. The Police Headquarters building was built in 1977 and consists of 57,424 sq. ft. on two (2) floors. While many portions of the Headquarters building are open 24 hours per day - 7 days per week, other areas are occupied only during normal work hours.

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TOWN OF AMHERST POLICE DEPARTMENT  
Police Maintenance Garage and Town Court Building Roof Restoration



Figure #1

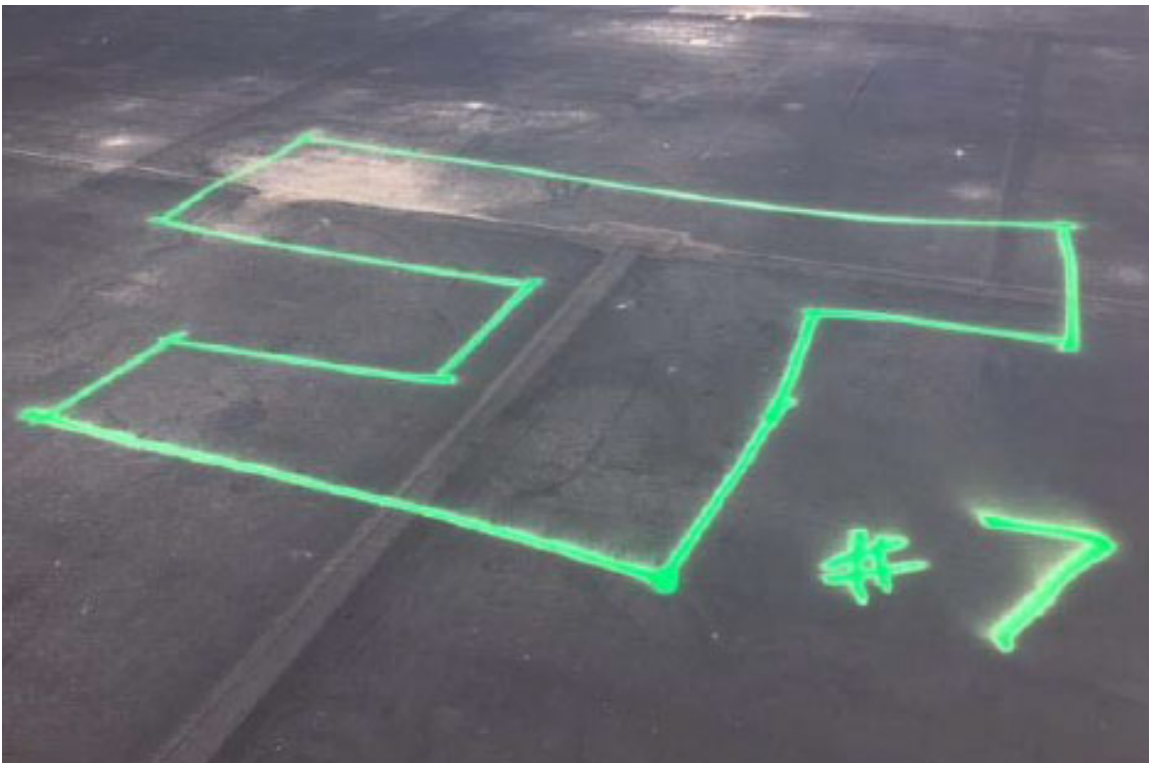


Figure #2



TOWN OF AMHERST POLICE DEPARTMENT  
Police Maintenance Garage and Town Court Building Roof Restoration



FIGURE 3



FIGURE 4

# TOWN OF AMHERST POLICE DEPARTMENT

## Police Maintenance Garage and Town Court Building Roof Restoration

### **PROPOSED SCOPE OF IMPROVEMENTS:**

In order to completely address the repetitive leaking of the existing roof system for the Town Court and Police Maintenance Garage buildings, the existing roof systems were infrared moisture surveyed and determined that the vast majority of the roof systems are structurally sound but exhibits a number of localized leaks. In order to address the moisture survey findings associated with both buildings, the localized leak locations with associated wet insulation will be removed and infilled with new materials before the entire roof of both buildings are restored utilizing a reinforced fluid-applied roofing system. During the course of the project, all of the existing walkway pads will be removed and replaced around all rooftop HVAC equipment. The resultant roof system will then be protected by a 2-year contractor's warranty and a 20-year manufacturer's warranty.

The roof system restoration project described above will be designed, bid and constructed during 2022. The above project will be bonded against the Town of Amherst General Fund at a *total project cost* of \$232,000.00, financed entirely with serial bonds. The above project is characterized as a replacement-in-kind project associated with a "Class B" building, where the underlying structure will remain unchanged while only the roof system materials will be modified from existing conditions. The roof system restoration provided within the scope of this project will have a minimum life cycle that will exceed 10 years.

### **FINANCIAL SUMMARY:**

|                                  |                   |
|----------------------------------|-------------------|
| Estimated Construction Costs     | 225,800           |
| Professional Services            | 5,000             |
| <u>Legal / Administrative</u>    | <u>1,200</u>      |
| <b>Total Amount to be Bonded</b> | <b>\$ 232,000</b> |

### **TAXATION SUMMARY:**

|                                   |                                        |
|-----------------------------------|----------------------------------------|
| Total Bond Amount:                | \$232,000.00                           |
| Bond Term:                        | 15 Years                               |
| Annual Tax Impacts:               | \$0.0019 per \$1,000 AV (General Fund) |
| Typical Property Taxation Impact: | \$0.39 per \$200,000 property          |



Town of Amherst Planning Department

Erie County, New York



Brian J. Kulpa  
Supervisor

Daniel C. Howard, AI  
Planning Director

Daniel J. Ulatowski, AI  
Assistant Planning Dire

*Transmitted electronically*

MEMORANDUM

January 6, 2022

TO: Brian J. Armstrong, EIT, Assistant Municipal Engineer  
Engineering Department

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Determination  
Police Maintenance Garage & Town Court Building Roof Restoration  
2021-2027 C.I.P. Project PO-2 – TOA Job No. 2018.026A

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5. Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special\_Projects\SEQR\_Engineering & Other TOA\Type\_II\_Actions\_(PJ-2015-001)\Police Maint Building and Town Court Roof Restoration\_2021\_2027\_CIP\_PO\_2.docx

CC:

Stanley J. Sliwa, Esq., Town Attorney  
Daryl Bramer, Comptroller  
Daniel Howard, Planning Director

Attachment: MPR - Final (RES-2022-87 : Police Maintenance Garage and Town Court Building Roof Restoration (Bond Resolution - \$232,000))



# Amherst Town Board

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Town Attorney  
 Initiated by: **Stanley J. Sliwa**  
 Co-Sponsored by:

DOC ID: 25282

## RESOLUTION 2022-88

**ADOPTED**

# Town of Amherst Streetlight Acquisition and Upgrades (Bond Resolution - \$26.5M)

## AGENDA ITEM : JANUARY 18<sup>TH</sup>, 2022

**TO:** Town Board

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

**DATE:** January 12, 2022

**RE:** Town of Amherst Streetlight Acquisition and Upgrades  
 2022-2027 C.I.P. - Project No. H-15  
 TOA Job No. 2016.054  
 Bond Resolution - \$26,500,000

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on February 7th, 2022 at 7:00 p.m.

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

Thank you.

SJS:nmb

Attachment

c: Tim Koller, Deputy Town Clerk  
 (w/attachment, **Agenda Item - January 18, 2022**)  
 Daryl C. Bramer, Comptroller (w/attachment)  
 Lynda Juul, Director of Finance (w/attachment)  
 Dale Ulatowski, AICP, Assistant Planning Director/ZEO (w/attachment)  
 Dan Howard, Director of Planning (w/attachment)  
 Jeffrey S. Burroughs, PE, Town Engineer (w/attachment)  
 Christopher P. Schregel, Project Manager (w/attachment)

**1/18/2022**

Consent

### FINANCIAL IMPACT:

Bond Resolution - \$26.5M

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |





Town of Amherst Planning Department

Erie County, New York



Brian J. Kulpa  
Supervisor

Daniel C. Howard, AI  
Planning Director

Daniel J. Ulatowski, AI  
Assistant Planning Dire

*Transmitted electronically*

MEMORANDUM

January 10, 2022

TO: Christopher Schregel, Project Manager  
Engineering Department

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Determination  
Street Lighting Acquisition & Upgrades  
2021-2027 C.I.P. Project H-15 – TOA Job No. 2016.054

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5. Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special\_Projects\SEQR\_Engineering & Other TOA\Type\_II\_Actions\_(PJ-2015-001)\Street Light Acquisitions & Upgrades\_2021\_2027\_CIP\_H\_15.docx

CC: Stanley J. Sliwa, Esq., Town Attorney  
Daryl Bramer, Comptroller  
Daniel Howard, Planning Director

Attachment: Street Light Acquisitions Upgrades\_2021\_2027\_CIP\_H\_15\_memo (RES-2022-88 : Town of Amherst Streetlight Acquisition and

At a virtual meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, held via Zoom on the 18th day of January, 2022.

PRESENT:

Hon. Brian J. Kulpa, Supervisor  
 Jacqueline Berger, Councilwoman  
 Deborah Bruch Bucki, Councilwoman  
 Shawn Lavin, Councilman  
 Michael R. Szukala, Councilman

---

In the Matter

of the

Increase and Improvement of the  
 Consolidated Lighting District in the Town of Amherst  
 in the County of Erie, New York, pursuant to Article 12-A  
 of the Town Law

---

Offered by: Brian J. Kulpa, Supervisor

Seconded by: \_\_\_\_\_

ORDER CALLING FOR A PUBLIC  
 HEARING TO BE HELD ON  
 FEBRUARY 7TH, 2022

WHEREAS, the Town Board of the Town of Amherst, in the County of Erie, New York (the “Town”) has caused the Town Engineering Department to prepare a map, plan and report for the proposed increase and improvement of facilities of the Consolidated Lighting District in the Town, pursuant to Article 12-A of the Town Law, consisting of (i) the purchase of street lighting systems in the Consolidated Lighting District from National Grid and New York State Electric and Gas; and (ii) upgrading of said systems, including replacement of fixtures with LED

Attachment: CertOCPH.NOPH (RES-2022-88 : Town of Amherst Streetlight Acquisition and Upgrades (Bond Resolution - \$26.5M))

luminaires and asset management controls to provide smart city capabilities, and all necessary work, equipment, apparatus and other improvements and costs incidental thereto, all as more particularly described in said map, plan and report (collectively, the “Lighting District Project”); and

WHEREAS, the total cost thereof has been estimated to be a maximum amount of \$26,500,000; such cost to be assessed against the properties in the Consolidated Lighting District at the same time and in the same manner as other Town charges; and

WHEREAS, the Town Board, as lead agency, has given due consideration to the impact that the Lighting District Project may have on the environment, and the Town Board and the Town have complied in every respect with all applicable federal, state and local laws and regulations regarding environmental matters, including compliance with the New York State Environmental Quality Review Act (SEQRA), comprising Article 8 of the Environmental Conservation Law and, in connection therewith, the Town Board has determined that the proposed action is a Type II action for SEQRA purposes and no further environmental review is required; and

WHEREAS, said map, plan and report has been filed in the office of Town Clerk;  
NOW, THEREFORE BE IT

ORDERED, that a meeting of the Town Board of the Town be held virtually via Zoom on the 7th day of February, 2022 at 7:00 o’clock P.M. (Prevailing Time) to consider said Lighting District Project and to hear all persons interested in the subject thereof concerning the same and for such other action on the part of the Town Board with relation thereto as may be required by law; and be it,

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

DATED: January 18, 2022

TOWN BOARD OF THE TOWN OF  
AMHERST

(SEAL)

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

|                                   |        |
|-----------------------------------|--------|
| Hon. Brian J. Kulpa, Supervisor   | Voting |
| Jacqueline Berger, Councilwoman   | Voting |
| Deborah Bruch Bucki, Councilwoman | Voting |
| Shawn Lavin, Councilman           | Voting |
| Michael R. Szukala, Councilman    | Voting |

The Order was declared adopted.

\* \* \* \* \*

## CERTIFICATE

I, Francina J. Spoth, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, DO HEREBY CERTIFY that I have compared the preceding Order Calling for a Public Hearing with the original thereof filed in the office of the Town Clerk on the 18th day of January, 2022, and that the same is a true and correct copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town on this 18th day of January, 2022.

(SEAL)

---

Francina J. Spoth, Town Clerk  
Town of Amherst



## Exhibit A

NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that the Town Board of the Town of Amherst, in the County of Erie, State of New York, will meet at the Town Hall, 5583 Main Street, Williamsville, New York, on the 7th day of February, 2022 at 7:00 o'clock P.M. (Prevailing Time), for the proposed increase and improvement of facilities of the Consolidated Lighting District in the Town, pursuant to Article 12-A of the Town Law, consisting of (i) the purchase of street lighting systems in the Consolidated Lighting District from National Grid and New York State Electric and Gas; and (ii) upgrading of said systems, including replacement of fixtures with LED luminaires and asset management controls to provide smart city capabilities, and all necessary work, equipment, apparatus and other improvements and costs incidental thereto, all as more particularly described in the map, plan and report prepared by the Town Engineering Department (collectively, the "Lighting District Project"). The current approved estimated maximum cost of the project is \$26,500,000, which is proposed to be financed through issuance of bonds by the Town of Amherst on behalf of the Consolidated Lighting District, payable by levy and collections of assessments on real property in the Consolidated Lighting District. Therefore, the project cost burden is expected to be borne by Consolidated Lighting District property owners throughout the expected term of the bonds. However, the bonds to be issued shall be general obligation bonds of the Town of Amherst and in the event the amount of assessments collected within the Consolidated Lighting District is insufficient to pay the cost of the project and/or the debt service related to the project, such costs and/or debt service shall be paid from the general Town taxes.

IN RESPONSE TO THE CONTINUING EMERGENCY CIRCUMSTANCES CAUSED BY THE COVID-19 PANDEMIC AND CONSISTENT WITH APPLICABLE NEW YORK STATE LAW, MEMBERS OF THE PUBLIC WISHING TO OFFER PUBLIC COMMENTS ON THE PROPOSED INCREASE AND IMPROVEMENT OF FACILITIES THAT ARE THE SUBJECT MATTER OF THIS NOTICE SHALL BE ALLOWED TO DO SO BY PARTICIPATION VIA [Video and Teleconference Access Details]. FURTHER, THE PUBLIC IS ENCOURAGED TO OFFER ITS COMMENTS IN WRITING TO THE TOWN BY EMAIL COMMUNICATIONS TO THE TOWN CLERK [fspoth@amherst.ny.us](mailto:fspoth@amherst.ny.us) NO LATER THAN FEBRUARY 6, 2022. ALL COMMENTS WILL BE ENTERED INTO THE RECORD

AND DISTRIBUTED TO ALL BOARD MEMBERS. MAILED COMMENTS SHOULD BE SENT TO: ATTN: FRANCINA J. SPOTH, TOWN CLERK, TOWN OF AMHERST, 5583 MAIN STREET, WILLIAMSVILLE, NY 14221. ALL MEETINGS OF THE TOWN WILL BE RECORDED AND LATER TRANSCRIBED.

At said public hearing, the Town Board will hear all persons interested in the proposed increase and improvement of facilities that are the subject matter of this Notice.

Further details concerning such proposed increase and improvement of facilities and the estimated costs thereof are set forth in the above-mentioned map, plan and report which is available for online review at [\[insert web address and link instructions\]](#) and review at the office of the Town Clerk, 5583 Main Street, Williamsville, New York.

BY ORDER OF THE TOWN BOARD OF THE  
TOWN OF AMHERST

Dated: January 18, 2022  
Williamsville, New York

Francina J. Spoth.  
Town Clerk

## CERTIFICATE

I, Francina J. Spoth, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, DO HEREBY CERTIFY that I have compared the preceding Order Calling for a Public Hearing with the original thereof filed in the office of the Town Clerk on the 18th day of January, 2022, and that the same is a true and correct copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town on this 18th day of January, 2022.

(SEAL)

---

Francina J. Spoth, Town Clerk  
Town of Amherst

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

### AFFIDAVIT OF POSTING

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

That she is and at all the times hereinafter mentioned she was the duly elected, qualified and acting Town Clerk of the Town of Amherst, in the County of Erie, State of New York, and that on the \_\_\_\_ day of January, 2022, she caused to be conspicuously posted and fastened up a certified copy of the Notice of Public Hearing, a true copy of which is annexed hereto and made a part hereof, on the sign board of said Town maintained pursuant to Section 30, subdivision 6, of the Town Law.

\_\_\_\_\_  
 Town Clerk

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
 Notary Public, State of New York



## Town of Amherst Engineering Department

### TOWN OF AMHERST STREET LIGHT ACQUISITION & UPGRADES

2022 – 2027 Capital Improvement Project H-15  
TOA Project # 2016.054

### MAP, PLAN & REPORT JANUARY 2022

#### Contents:

- Executive / Financial Summary
- Location
- Existing System
- Purchase
- Street Lighting Improvements
- Asset Management & Smart Cities
- Estimated Annual Savings
- Anticipated Project Schedule
- Financial Summary
- Project Cost Estimate
- Taxation Summary
- SEQR Negative Declaration
- Certificate as to Useful Life of Project
- Appendix A: Existing Street Light Map
- Appendix B: Proposed Street Light Plan

Prepared by:  
Town of Amherst Engineering Department  
1100 North Forest Rd., Williamsville, NY 14221  
(716) 631 – 7154 / (716) 631 – 7222



# Town of Amherst

## Engineering Department

### Town of Amherst Street Light Acquisition and Upgrades

#### EXECUTIVE / FINANCIAL SUMMARY

The Town of Amherst's street lighting system is currently served by un-metered power and primarily owned and operated by National Grid (NG) and New York State Electric and Gas (NYSEG). In 2015, Governor Coumo signed legislation that was passed by the NYS Legislature which provides for communities like the Town of Amherst (Town) to negotiate with utility companies on the potential transfer of ownership for street lighting assets. In response, the Town retained a consultant to conduct a Comprehensive Energy Audit of the Town's existing street lighting systems. This Energy Audit identified the potential improvements the Town could implement to reduce annual energy and operational costs while maintaining current lighting levels.

As recommended within the audit, the Town is moving forward with a project to purchase the lighting systems from NG and NYSEG. The project includes upgrading that same system to improve the total functionality of the Town's street lighting while reducing energy and operational costs. Upgrades include replace fixtures with LED luminaires and asset management controls to provide smart city capabilities.

This Map, Plan and Report is broken down into two (2) separate sub-projects as they require separate bond authorizations. They are described as follows:

**General Street Lighting** – This includes all main thoroughfares in various areas of the Town such as Sheridan Drive, Niagara Falls Boulevard, N. Forest Road, N. French Road, Maple Road, Transit Road, and the like. Street light costs are borne by all Town residents.

The typical fixture in the General Street Lighting is a cobra head fixture. Lights are located on major roads and as a result, have not been set up for payment through lighting district taxation. Expenses for General Street Lighting are paid via a utility account properly coded in the Town's General Fund.

**Street Lighting District** – This includes all neighborhoods in the Town outside of the before-mentioned General Street Lighting Fund. These street lights are generally post top type fixtures in the Town. Expenses for this district are paid via the Consolidated Lighting District account.

**Town of Amherst**  
**Engineering Department**  
**Town of Amherst Street Light Acquisition and Upgrades**

**FINANCIAL SUMMARY**

Estimated Project/Bonding Costs:

| Project                         | CIP No. | Purchase      | Construction +<br>Project<br>Management | Contingency | Legal/Admin | Total         |
|---------------------------------|---------|---------------|-----------------------------------------|-------------|-------------|---------------|
| General Fund<br>Street Lighting | H-15    | \$ 1,758,060  | \$ 2,642,041                            | \$ 77,399   | \$ 22,500   | \$ 4,500,000  |
| Street Light<br>District        | H-15    | \$ 13,336,194 | \$ 12,219,523                           | \$ 811,783  | \$ 132,500  | \$ 26,500,000 |

*Note: Costs are estimates only and can be shifted within each bond as necessary*

**TAXATION SUMMARY**

| Project                         | Total Bond Amount    | Ann. Tax Impacts<br>(per year, per \$1,000 AV) | Typ. Property Tax Impacts<br>(per year, per \$200,000 AV) |
|---------------------------------|----------------------|------------------------------------------------|-----------------------------------------------------------|
| General Fund Street<br>Lighting | \$ 4,500,000         | \$0.031                                        | \$6.19                                                    |
| Street Lighting District        | \$ 26,500,000        | \$0.363                                        | \$72.66                                                   |
| <b>TOTALS</b>                   | <b>\$ 31,000,000</b> | <b>\$0.394</b>                                 | <b>\$78.82</b>                                            |

Note: The project is designed to decrease the tax burden to both the General Street Lighting and the Street Lighting District by offsetting netting reduced utility payments (resulting from billing conversion to NG-SC-3 & NYSEG-SC-4) against annual debt service and maintenance payments for the facilities. Once the bond is paid, the Annual Debt Service can be removed from the budget, further decreasing the tax burden.

# Town of Amherst

## Engineering Department

### Town of Amherst Street Light Acquisition and Upgrades

#### LOCATION:

The Town of Amherst is located in Erie County within the New York State. This project is town-wide. Existing Street light locations are shown in Appendix A – Existing Street Lighting System.

#### EXISTING SYSTEM:

The Town of Amherst's street light system is made up of 9,649 street lights and is a combination of National Grid SC-2 "Company Owned – Company Maintained", National Grid SC-3 "Customer Owned – Customer Maintained", and NYSEG SC-3 "Standard Street Lighting" systems. The majority of the street lights are billed under National Grid SC-2 and are maintained by the Utility. These street lights are comprised predominantly of High Intensity Discharge (HID) fixtures, and are un-metered. The current HID street lighting system is one of the largest electric usage and costs for the Town. Since the energy consumption of the street lighting is not metered, the Town is billed for electricity supply and delivery based on the quantity and wattage of the lamps in service. This accounts for 20% of the Town's annual street lighting cost.

Aside from the energy charges, the Town is charged by NG and NYSEG a monthly maintenance fee, or a "Facility" charge. This includes charges for the maintenance of the metal poles, arms, underground circuits, and foundations owned by the Utility, and makes up over 80% of the Town's annual street lighting cost.

The Town and its Energy Consultant conducted a GIS audit of the entire street light system. The following table is a count by luminaire style:

| Ref. #             | Luminaire Type             | Luminaire Quantity |
|--------------------|----------------------------|--------------------|
| 1                  | Cobrahead                  | 2,910              |
| 2                  | Central Park Acorn         | 6                  |
| 3                  | Traditional/Coach Post Top | 1,168              |
| 4                  | Aspen Grove Post Top       | 5,307              |
| 5                  | Edison Acorn               | 66                 |
| 6                  | Underpass                  | 27                 |
| 7                  | Delaware Park Teardrop     | 23                 |
| 8                  | Shoebox                    | 112                |
| 9                  | Edgewater Post Top         | 24                 |
| 10                 | Bell Pendant Teardrop      | 6                  |
| <b>Grand Total</b> |                            | <b>9,649</b>       |



**Town of Amherst**  
**Engineering Department**  
**Town of Amherst Street Light Acquisition and Upgrades**

**PURCHASE**

The purchase of the street light facilities will convert the NG-SC-2 and NYSEG-SC-3 street light assets to NG-SC-3 & NYSEG-SC-4, respectively. Under NG-SC-3 & NYSEG-SC-4, the Town will own and assume the responsibility of maintaining the 9,649 street lights and associated assets at a reduced overall cost. The delivery rates under NG-SC-3 are less than those under NG-SC-2, providing the Town with additional cost savings.

**STREET LIGHTING IMPROVEMENTS:**

After bond authorization, the Town will enter into an agreement with New York Power Authority (NYPA) to upgrade the existing street light fixtures with high-efficient LED technology. The light-emitting diode, or LED, is one of the most efficient lighting technologies on the market today, and is rapidly replacing other lighting technologies in many applications across residential, commercial, and public sectors. The conversion will achieve the following goals:

- Reducing energy consumption
- Lower utility costs
- Provide operational and maintenance savings
- Improving light quality and uniformity
- Enhance pedestrian, traffic, and community safety
- Reduce greenhouse gas emissions
- Allow for smart city implementation

The following provides a comparison of the existing HID luminaires and selected LED luminaires that are in the current Basis of Design (BOD):

| Existing HID Luminaires                                                             | Proposed LED Basis of Design (BOD)                                                   |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| Cobrahead                                                                           | Philips: RoadFocus (RFS, RFM, RFL)                                                   |
|  |  |

**Town of Amherst**  
**Engineering Department**  
**Town of Amherst Street Light Acquisition and Upgrades**

| Existing HID Luminaires                                                             | Proposed LED Basis of Design (BOD)                                                    |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Traditional /Coach Style Post Top                                                   | Philips: TownView (TVPR)                                                              |
|    |     |
| Aspen Grove Style Post Top                                                          | Philips: TownView (TVPR)                                                              |
|   |    |
| Central Park (Acorn) Style Post Top                                                 | Philips: Refractive globe (RL54/34)                                                   |
|  |  |
| Underpass                                                                           | Philips: TunnelView (TULS)                                                            |
|  |   |



**Town of Amherst**  
**Engineering Department**  
**Town of Amherst Street Light Acquisition and Upgrades**

| Existing HID Luminaires                                                             | Proposed LED Basis of Design (BOD)                                                   |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| Shoebox                                                                             | Philips: EcoForm (ECF)                                                               |
|    |    |
| Deleware Park Style Teardrop                                                        | Philips: Renaissance (RN20)                                                          |
|   |   |
| Edison                                                                              | Philips: Refractive globe (RL54/RL34)                                                |
|  |  |
| Edgewater Post Top                                                                  | Philips: TownView (TVPR)                                                             |
|  |  |

**Town of Amherst**  
**Engineering Department**  
**Town of Amherst Street Light Acquisition and Upgrades**

| Existing HID Luminaires                                                           | Proposed LED Basis of Design (BOD)                                                 |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Bell Pendant Teardrop                                                             | Philips: Domus (DMS50)                                                             |
|  |  |

Once the acquisition project and conversion to LED is complete, any remaining funds may be used to install additional lighting in the General Fund and/or Lighting District, as applicable. The proposed plan for upgraded Street Lighting is found in Appendix B – Proposed Street Lighting Plan.

**ASSET MANAGEMENT & SMART CITIES:**

With advances in communications technology and new opportunities to network street light systems, LED street light systems can provide much greater control over lighting than older technologies. Asset management controls will be installed that will provide smart city capabilities. The Town will then be able to leverage the street light system for tasks that are mutually beneficial to Town Departments and enable the Town to centrally command and manage all the lighting locations throughout the Town.

Each luminaire will be fitted with an Asset Management Control (AMC) node. An AMC node is designed to convert LED fixtures into intelligent focal centers, providing actionable insights that go far beyond illumination and mere granular lighting control. AMC nodes will allow the Town to increase worker efficiency through the use of a status and outage reporting system. It will also help significantly reduce the outage time for street lights, which can help eliminate unsafe conditions.

Aside from being an asset management tool, AMC node will allow for greater street light functionality and control. Once added to the cloud management system, the street lights can be set to dim in the late night/early morning hours when the streets are quiet, saving energy and reducing unwanted nighttime lighting. They can also be set to provide brighter lighting levels at certain hours, during emergencies, or other events. Lighting levels can be adjusted in real time or they can be set to change at specified times.

**Town of Amherst**  
**Engineering Department**  
**Town of Amherst Street Light Acquisition and Upgrades**

**ESTIMATED ANNUAL SAVINGS:**

Converting all street lighting fixtures to LED will result in significant energy savings, as well as substantial maintenance savings associated with this measure over the expected life of the equipment. The estimated annual savings ranges from \$400,000 to \$500,000 after capital reserve, project financing, operation and maintenance, and other costs and incentives.

**ANTICIPATED PROJECT SCHEDULE:**

Bond Action: January – February 2022

Authorization to Proceed (NYPA): February 2022

Purchase Materials: March 2022

Anticipated Construction: Summer 2022 – Fall 2022

Closing Date of Asset Purchase: September 2022

**FINANCIAL SUMMARY:**

The Town of Amherst appropriated funds in the approved 2022-2027 Capital Improvement Program under Project H-15, Purchase of street light assets and conversion to LED. This CIP project will be amended by Town Board Resolution to include additional funding towards CIP project H-15 at the January 18, 2022 Town Board Meeting.

The project funding includes a General Fund bond and Street Lighting District bond as described within the Executive Summary section.

**Town of Amherst**  
**Engineering Department**  
**Town of Amherst Street Light Acquisition and Upgrades**

**PROJECT COST ESTIMATE:**

|                                     | <u>STREET LIGHTING DISTRICT</u> | <u>GENERAL FUND</u> |
|-------------------------------------|---------------------------------|---------------------|
| ○ Purchase of Lighting Assets       | \$ 13,336,194                   | \$ 1,758,060        |
| ○ Construction                      | \$ 10,335,090                   | \$ 2,235,114        |
| ○ Project Management                | \$ 1,884,433                    | \$ 406,927          |
| ○ Contingency                       | \$ 811,783                      | \$ 77,399           |
| ○ Legal / Administrative / Interest | \$ 132,500                      | \$ 22,500           |
| <b>Total Amount to be bonded</b>    | <b>\$ 26,500,000</b>            | <b>\$ 4,500,000</b> |

**TAXATION SUMMARY:**

|                                                               | <u>STREET LIGHTING DISTRICT</u>         | <u>GENERAL FUND</u> |
|---------------------------------------------------------------|-----------------------------------------|---------------------|
| ○ Current Bond Request:                                       | \$ 26,500,000                           | \$4,500,000         |
| ○ Bond Term:                                                  | 20 years                                | 20 years            |
| ○ Annual Tax Impacts per \$1,000 AV:                          | \$0.363 per year<br>(Lighting District) | \$0.031 per year    |
| ○ Typical Property Taxation Impacts<br>per \$200,000 property | \$72.66 per year<br>(Lighting District) | \$6.19 per year     |



Town of Amherst Planning Department

Erie County, New York



Brian J. Kulpa  
Supervisor

Daniel C. Howard, AI  
Planning Director

Daniel J. Ulatowski, AI  
Assistant Planning Dire

*Transmitted electronically*

MEMORANDUM

January 10, 2022

TO: Christopher Schregel, Project Manager  
Engineering Department

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Determination  
Street Lighting Acquisition & Upgrades  
2021-2027 C.I.P. Project H-15 – TOA Job No. 2016.054

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5. Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special\_Projects\SEQR\_Engineering & Other TOA\Type\_II\_Actions\_(PJ-2015-001)\Street Light Acquisitions & Upgrades\_2021\_2027\_CIP\_H\_15.docx

CC: Stanley J. Sliwa, Esq., Town Attorney  
Daryl Bramer, Comptroller  
Daniel Howard, Planning Director



# CERTIFICATE AS TO USEFUL LIFE OF PROJECT

I, the undersigned, HEREBY CERTIFY as follows:

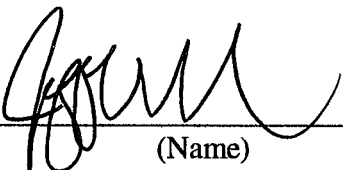
That I am the Town Engineer [Engineer] and I am familiar with the Town of Amherst Street Light Acquisition & Upgrades project, as described in the map, plan and report dated January 2022, prepared by the Town Engineering Department (2022-2027 CIP Project H-15)(Project #2016.054).

That said project is classified as a capital asset under generally accepted accounting principles for municipalities and that the useful life thereof is at least thirty (30) years.

That this certification is being delivered pursuant to the Local Finance Law Section 11.00 a. 35, constituting Chapter 33-a of the Consolidated Laws of the State of New York, in connection with the issuance of bonds or notes of the Town to finance such project, for the purpose of determining the maximum maturity of such bonds or notes.

IN WITNESS WHEREOF, I have hereunto set my hand this 10<sup>th</sup> day of

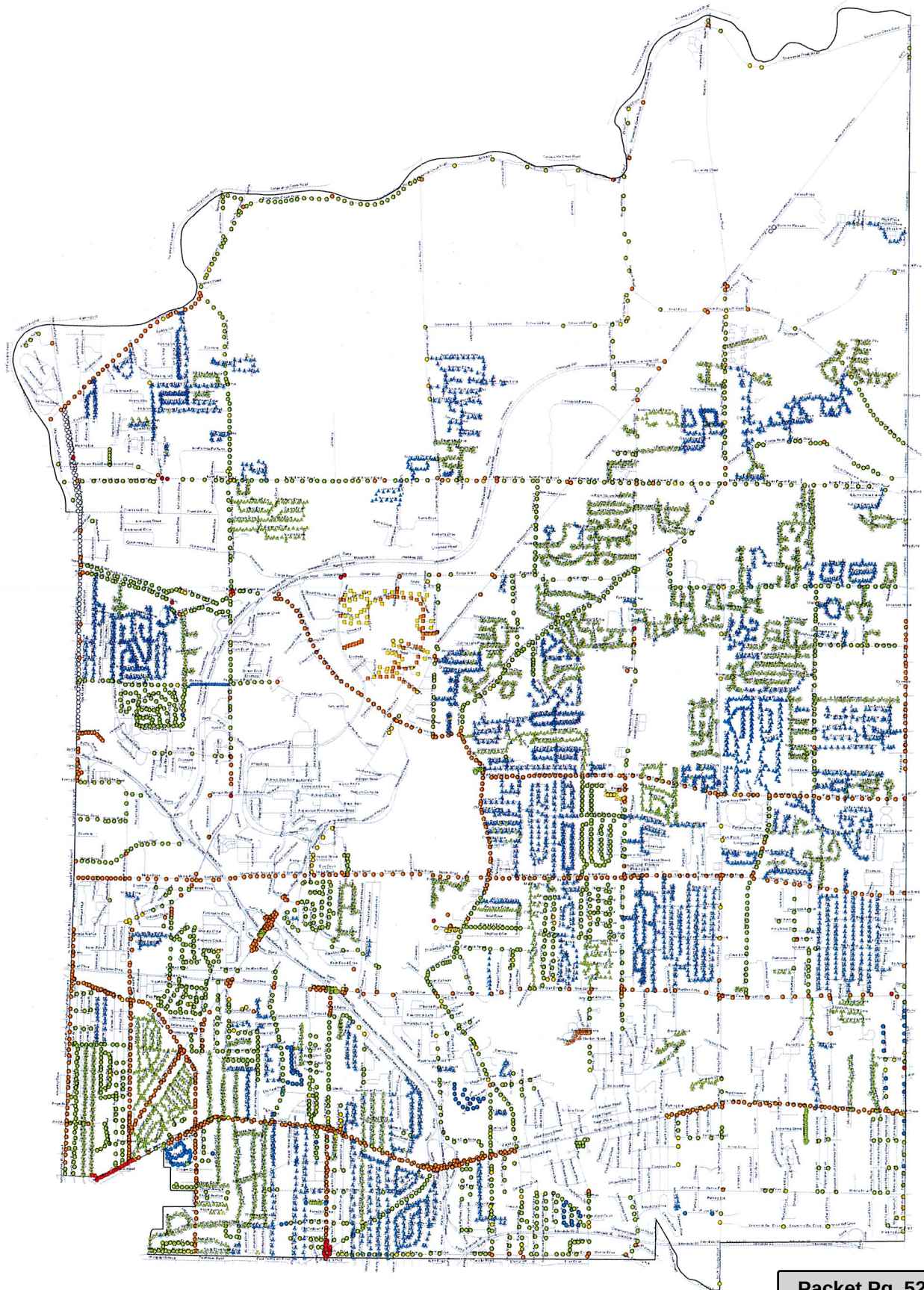
January, 2022.

  
\_\_\_\_\_  
(Name)

\_\_\_\_\_  
Town Engineer  
(Title/Position)

# Appendix A

## Existing Street Lighting Map



# Appendix B

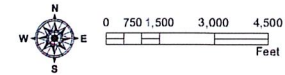
## Proposed Street Lighting Plan





# Town of Amherst

Proposed  
Final Design



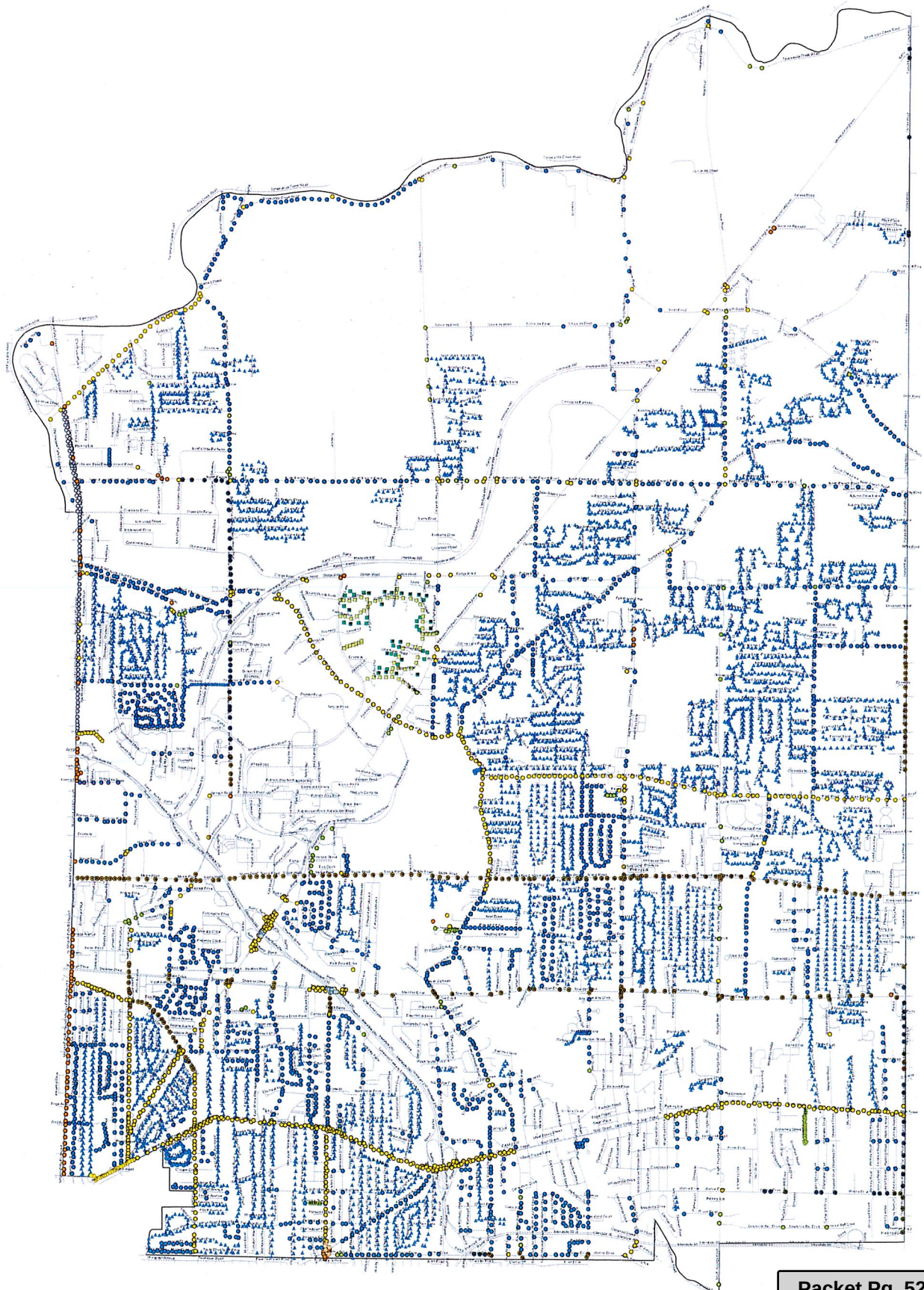
12.A.2.c

wendel

WD Project # 261117  
Map Created: Octob

## Legend

- Halfpence 34W TUL-S-32L-350-740
- Shoebur 106W ECF-S-32L-1A-WW
- Shoebur 53W ECF-S-32L-530-WW
- Calloway Teardrop 135W RN20-135WB-ED4K
- Bell Teardrop 60W CM 550-180WB-ED4K
- Coburnhead 215W RFL-215WB-LED
- Coburnhead 130W RFL-130WB-LED3K
- Coburnhead 80W RFL-80WB-LED3K
- Coburnhead 25W RFL-25WB-LED3K
- Traditional 30W TYPH-S-15-G-1-7-3W
- Arcom 40W BL (Visual Comfort Globe)
- Arcom 30W BL34 (Visual Comfort Globe)
- Existing LED - LAI



Attachment: Lighting Purchase MPR 2022\_Final (RES-2022-88 : Town of Amherst Streetlight Acquisition and Upgrades (Bond Resolution -





# Amherst Town Board

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Town Attorney  
 Initiated by: **Stanley J. Sliwa**  
 Co-Sponsored by:

DOC ID: 25283

## RESOLUTION 2022-89

## ROLL CALL VOTE (ADOPTED)

# Town of Amherst Streetlight Acquisition and Upgrades (Bond Resolution - \$4.5M)

### AGENDA ITEM : JANUARY 18<sup>TH</sup>, 2022

**TO:** Town Board

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

**DATE:** January 12, 2022

**RE:** Town of Amherst Streetlight Acquisition and Upgrades  
 2022-2027 C.I.P. - Project No. H-15  
 TOA Job No. 2016.054  
 Bond Resolution - \$4,500,000

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

- (1) Adopt the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department; and
- (2) Adopt the attached bond resolution authorizing the issuance of \$4,500,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb

Attachment

c: Tim Koller, Deputy Town Clerk  
 (w/attachment, **Agenda Item - January 18, 2022**)  
 Daryl C. Bramer, Comptroller (w/attachment)  
 Lynda Juul, Director of Finance (w/attachment)  
 Dale Ulatowski, AICP, Assistant Planning Director/ZEO (w/attachment)  
 Dan Howard, Director of Planning (w/attachment)  
 Jeffrey S. Burroughs, PE, Town Engineer (w/attachment)  
 Christopher P. Schregel, Project Manager (w/attachment)

**1/18/2022**

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

**FINANCIAL IMPACT:**

Bond Resolution - \$4.5M

|                  |                                             |
|------------------|---------------------------------------------|
| <b>RESULT:</b>   | <b>ROLL CALL VOTE (ADOPTED) [UNANIMOUS]</b> |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor                  |
| <b>SECONDER:</b> | Jacqueline Berger, Deputy Supervisor        |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala        |



Town of Amherst Planning Department

Erie County, New York



Brian J. Kulpa  
Supervisor

Daniel C. Howard, AI  
Planning Director

Daniel J. Ulatowski, AI  
Assistant Planning Dire

*Transmitted electronically*

MEMORANDUM

January 10, 2022

TO: Christopher Schregel, Project Manager  
Engineering Department

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Determination  
Street Lighting Acquisition & Upgrades  
2021-2027 C.I.P. Project H-15 – TOA Job No. 2016.054

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5. Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special\_Projects\SEQR\_Engineering & Other TOA\Type\_II\_Actions\_(PJ-2015-001)\Street Light Acquisitions & Upgrades\_2021\_2027\_CIP\_H\_15.docx

CC: Stanley J. Sliwa, Esq., Town Attorney  
Daryl Bramer, Comptroller  
Daniel Howard, Planning Director

Attachment: Street Light Acquisitions Upgrades\_2021\_2027\_CIP\_H\_15\_memo (RES-2022-89 : Town of Amherst Streetlight Acquisition and

EXTRACT OF MINUTES  
Meeting of the Town Board of the  
Town of Amherst, in the  
County of Erie, New York  
January 18, 2022

\* \* \*

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on January 18, 2022.

There were present: Hon. Brian J. Kulpa, Supervisor; and

Board members: Jacqualine Berger, Councilwoman  
Deborah Bruch Bucki Councilwoman  
Shawn Lavin, Councilman  
Michael R. Szukala, Councilman

There were absent:

Also present: Francina J. Spoth, Town Clerk

\* \* \*

\_\_\_\_\_ offered the following resolution and moved its  
adoption:

Attachment: CertBondReso (RES-2022-89 : Town of Amherst Streetlight Acquisition and Upgrades (Bond Resolution - \$4.5M))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED JANUARY 18, 2022, AUTHORIZING GENERAL STREET LIGHTING ACQUISITION AND UPGRADES, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$4,500,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF \$4,500,000 TO FINANCE SAID APPROPRIATION

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the “Town”), is hereby authorized to undertake General Street Lighting acquisition and upgrades, as described in the map, plan and report dated January 2022 and prepared by the Town of Amherst Engineering Department (2022-2027 Capital Improvement Program, Project H-15). The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$4,500,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the principal amount of \$4,500,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of \$4,500,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the “Law”), to finance said appropriation.



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

(a) The period of probable usefulness applicable to the specific object or purpose for which said bonds are authorized to be issued, within the limitations of Section Sections 11.00 a. 5 of the Law, is thirty (30) years.

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

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Town, payable as to both principal and interest by general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds, and any notes in anticipation thereof to mature in such year, and (b) the payment of interest to be due and payable in such year.

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

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

- (a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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

Section 7. This bond resolution is subject to a permissive referendum and the Town Clerk is hereby authorized and directed, within ten (10) days after the adoption of this resolution, to cause to be published, in full, in “The Amherst Bee,” a newspaper having a general circulation within said Town and hereby designated the official newspaper of the Town for such publication and posted on the sign board of the Town maintained pursuant to the Town Law, a Notice in substantially the following form:

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on January 18, 2022, the Town Board of the Town of Amherst, in the County of Erie, New York, adopted a bond resolution entitled:

“Bond Resolution of the Town of Amherst, New York, adopted January 18, 2022, authorizing General Street Lighting acquisition and upgrades, stating the estimated maximum cost thereof is \$4,500,000, appropriating said amount for such purpose, and authorizing the issuance of bonds in the principal amount of \$4,500,000 to finance said appropriation,”

an abstract of which bond resolution concisely stating the purpose and effect thereof, being as follows:

FIRST: AUTHORIZING said Town to construct General Street Lighting acquisition and upgrades, as described in the map, plan and report dated January 2022 and prepared by the Town of Amherst Engineering Department (2022-2027 Capital Improvement Program, Project H-15); STATING the estimated maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is \$4,500,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of \$4,500,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of \$4,500,000 pursuant to the Local Finance Law of the State of New York (the “Law”) to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is thirty (30) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes shall be general obligations of the Town; and PLEDGING to their payment the faith and credit of the Town;

FIFTH: DELEGATING to the Supervisor the powers and duties as to the issuance of said bonds, and any bond anticipation notes issued in anticipation of said bonds, or the renewals thereof; and

SIXTH: DETERMINING that the bond resolution is subject to a permissive referendum.

DATED: January 18, 2022

---

FRANCINA J. SPOTH  
Town Clerk

Section 8. The Town Clerk is hereby authorized and directed to cause said bond resolution to be published, in summary, after said bond resolution shall take effect, in the newspaper referred to in Section 7 hereof, and hereby designated the official newspaper for said publication, together with a Notice in substantially the form as provided by Section 81.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York.

\* \* \*



The adoption of the foregoing resolution was seconded by \_\_\_\_\_ and  
duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

\*\*\*\*\*

**CERTIFICATE**

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on January 18, 2022, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this \_\_\_\_\_ day of January, 2022.

(SEAL)

\_\_\_\_\_  
Town Clerk

## AFFIDAVIT OF POSTING

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

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

That she is and at all times hereinafter mentioned she was the duly elected, qualified and acting Town Clerk of the Town of Amherst, State of New York;

That on \_\_\_\_\_, 2022, she has caused to be conspicuously posted and fastened up a Notice setting forth an abstract of the bond resolution duly adopted by the Town Board on January 18, 2022, a copy of which is annexed hereto and made a part hereof, on the sign board of the Town maintained pursuant to the Town Law.

\_\_\_\_\_  
 Town Clerk

Subscribed and sworn to before me  
 this \_\_\_\_\_ day of January, 2022.

\_\_\_\_\_  
 Notary Public, State of New York

Attachment: CertBondReso (RES-2022-89 : Town of Amherst Streetlight Acquisition and Upgrades (Bond Resolution - \$4.5M))



## Town of Amherst Engineering Department

### TOWN OF AMHERST STREET LIGHT ACQUISITION & UPGRADES

2022 – 2027 Capital Improvement Project H-15  
TOA Project # 2016.054

### MAP, PLAN & REPORT JANUARY 2022

#### Contents:

- Executive / Financial Summary
- Location
- Existing System
- Purchase
- Street Lighting Improvements
- Asset Management & Smart Cities
- Estimated Annual Savings
- Anticipated Project Schedule
- Financial Summary
- Project Cost Estimate
- Taxation Summary
- SEQR Negative Declaration
- Certificate as to Useful Life of Project
- Appendix A: Existing Street Light Map
- Appendix B: Proposed Street Light Plan

Prepared by:  
Town of Amherst Engineering Department  
1100 North Forest Rd., Williamsville, NY 14221  
(716) 631 – 7154 / (716) 631 – 7222

# Town of Amherst

## Engineering Department

### Town of Amherst Street Light Acquisition and Upgrades

#### EXECUTIVE / FINANCIAL SUMMARY

The Town of Amherst's street lighting system is currently served by un-metered power and primarily owned and operated by National Grid (NG) and New York State Electric and Gas (NYSEG). In 2015, Governor Coumo signed legislation that was passed by the NYS Legislature which provides for communities like the Town of Amherst (Town) to negotiate with utility companies on the potential transfer of ownership for street lighting assets. In response, the Town retained a consultant to conduct a Comprehensive Energy Audit of the Town's existing street lighting systems. This Energy Audit identified the potential improvements the Town could implement to reduce annual energy and operational costs while maintaining current lighting levels.

As recommended within the audit, the Town is moving forward with a project to purchase the lighting systems from NG and NYSEG. The project includes upgrading that same system to improve the total functionality of the Town's street lighting while reducing energy and operational costs. Upgrades include replace fixtures with LED luminaires and asset management controls to provide smart city capabilities.

This Map, Plan and Report is broken down into two (2) separate sub-projects as they require separate bond authorizations. They are described as follows:

**General Street Lighting** – This includes all main thoroughfares in various areas of the Town such as Sheridan Drive, Niagara Falls Boulevard, N. Forest Road, N. French Road, Maple Road, Transit Road, and the like. Street light costs are borne by all Town residents.

The typical fixture in the General Street Lighting is a cobra head fixture. Lights are located on major roads and as a result, have not been set up for payment through lighting district taxation. Expenses for General Street Lighting are paid via a utility account properly coded in the Town's General Fund.

**Street Lighting District** – This includes all neighborhoods in the Town outside of the before-mentioned General Street Lighting Fund. These street lights are generally post top type fixtures in the Town. Expenses for this district are paid via the Consolidated Lighting District account.



**Town of Amherst**  
**Engineering Department**  
**Town of Amherst Street Light Acquisition and Upgrades**

**FINANCIAL SUMMARY**

Estimated Project/Bonding Costs:

| <b>Project</b>               | <b>CIP No.</b> | <b>Purchase</b> | <b>Construction +<br/>Project<br/>Management</b> | <b>Contingency</b> | <b>Legal/Admin</b> | <b>Total</b>  |
|------------------------------|----------------|-----------------|--------------------------------------------------|--------------------|--------------------|---------------|
| General Fund Street Lighting | H-15           | \$ 1,758,060    | \$ 2,642,041                                     | \$ 77,399          | \$ 22,500          | \$ 4,500,000  |
| Street Light District        | H-15           | \$ 13,336,194   | \$ 12,219,523                                    | \$ 811,783         | \$ 132,500         | \$ 26,500,000 |

*Note: Costs are estimates only and can be shifted within each bond as necessary*

**TAXATION SUMMARY**

| <b>Project</b>               | <b>Total Bond Amount</b> | <b>Ann. Tax Impacts<br/>(per year, per \$1,000 AV)</b> | <b>Typ. Property Tax Impacts<br/>(per year, per \$200,000 AV)</b> |
|------------------------------|--------------------------|--------------------------------------------------------|-------------------------------------------------------------------|
| General Fund Street Lighting | \$ 4,500,000             | \$0.031                                                | \$6.19                                                            |
| Street Lighting District     | \$ 26,500,000            | \$0.363                                                | \$72.66                                                           |
| <b>TOTALS</b>                | <b>\$ 31,000,000</b>     | <b>\$0.394</b>                                         | <b>\$78.82</b>                                                    |

Note: The project is designed to decrease the tax burden to both the General Street Lighting and the Street Lighting District by offsetting netting reduced utility payments (resulting from billing conversion to NG-SC-3 & NYSEG-SC-4) against annual debt service and maintenance payments for the facilities. Once the bond is paid, the Annual Debt Service can be removed from the budget, further decreasing the tax burden.

# Town of Amherst

## Engineering Department

### Town of Amherst Street Light Acquisition and Upgrades

#### LOCATION:

The Town of Amherst is located in Erie County within the New York State. This project is town-wide. Existing Street light locations are shown in Appendix A – Existing Street Lighting System.

#### EXISTING SYSTEM:

The Town of Amherst's street light system is made up of 9,649 street lights and is a combination of National Grid SC-2 "Company Owned – Company Maintained", National Grid SC-3 "Customer Owned – Customer Maintained", and NYSEG SC-3 "Standard Street Lighting" systems. The majority of the street lights are billed under National Grid SC-2 and are maintained by the Utility. These street lights are comprised predominantly of High Intensity Discharge (HID) fixtures, and are un-metered. The current HID street lighting system is one of the largest electric usage and costs for the Town. Since the energy consumption of the street lighting is not metered, the Town is billed for electricity supply and delivery based on the quantity and wattage of the lamps in service. This accounts for 20% of the Town's annual street lighting cost.

Aside from the energy charges, the Town is charged by NG and NYSEG a monthly maintenance fee, or a "Facility" charge. This includes charges for the maintenance of the metal poles, arms, underground circuits, and foundations owned by the Utility, and makes up over 80% of the Town's annual street lighting cost.

The Town and its Energy Consultant conducted a GIS audit of the entire street light system. The following table is a count by luminaire style:

| Ref. #             | Luminaire Type             | Luminaire Quantity |
|--------------------|----------------------------|--------------------|
| 1                  | Cobrahead                  | 2,910              |
| 2                  | Central Park Acorn         | 6                  |
| 3                  | Traditional/Coach Post Top | 1,168              |
| 4                  | Aspen Grove Post Top       | 5,307              |
| 5                  | Edison Acorn               | 66                 |
| 6                  | Underpass                  | 27                 |
| 7                  | Delaware Park Teardrop     | 23                 |
| 8                  | Shoebox                    | 112                |
| 9                  | Edgewater Post Top         | 24                 |
| 10                 | Bell Pendant Teardrop      | 6                  |
| <b>Grand Total</b> |                            | <b>9,649</b>       |



**Town of Amherst**  
**Engineering Department**  
**Town of Amherst Street Light Acquisition and Upgrades**

**PURCHASE**

The purchase of the street light facilities will convert the NG-SC-2 and NYSEG-SC-3 street light assets to NG-SC-3 & NYSEG-SC-4, respectively. Under NG-SC-3 & NYSEG-SC-4, the Town will own and assume the responsibility of maintaining the 9,649 street lights and associated assets at a reduced overall cost. The delivery rates under NG-SC-3 are less than those under NG-SC-2, providing the Town with additional cost savings.

**STREET LIGHTING IMPROVEMENTS:**

After bond authorization, the Town will enter into an agreement with New York Power Authority (NYPA) to upgrade the existing street light fixtures with high-efficient LED technology. The light-emitting diode, or LED, is one of the most efficient lighting technologies on the market today, and is rapidly replacing other lighting technologies in many applications across residential, commercial, and public sectors. The conversion will achieve the following goals:

- Reducing energy consumption
- Lower utility costs
- Provide operational and maintenance savings
- Improving light quality and uniformity
- Enhance pedestrian, traffic, and community safety
- Reduce greenhouse gas emissions
- Allow for smart city implementation

The following provides a comparison of the existing HID luminaires and selected LED luminaires that are in the current Basis of Design (BOD):

| Existing HID Luminaires                                                             | Proposed LED Basis of Design (BOD)                                                   |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| Cobrahead                                                                           | Philips: RoadFocus (RFS, RFM, RFL)                                                   |
|  |  |

**Town of Amherst**  
**Engineering Department**  
**Town of Amherst Street Light Acquisition and Upgrades**

| Existing HID Luminaires                                                             | Proposed LED Basis of Design (BOD)                                                    |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Traditional /Coach Style Post Top                                                   | Philips: TownView (TVPR)                                                              |
|    |     |
| Aspen Grove Style Post Top                                                          | Philips: TownView (TVPR)                                                              |
|   |    |
| Central Park (Acorn) Style Post Top                                                 | Philips: Refractive globe (RL54/34)                                                   |
|  |  |
| Underpass                                                                           | Philips: TunnelView (TULS)                                                            |
|  |   |

**Town of Amherst**  
**Engineering Department**  
**Town of Amherst Street Light Acquisition and Upgrades**

| Existing HID Luminaires                                                             | Proposed LED Basis of Design (BOD)                                                   |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| Shoebox                                                                             | Philips: EcoForm (ECF)                                                               |
|    |    |
| Deleware Park Style Teardrop                                                        | Philips: Renaissance (RN20)                                                          |
|   |   |
| Edison                                                                              | Philips: Refractive globe (RL54/RL34)                                                |
|  |  |
| Edgewater Post Top                                                                  | Philips: TownView (TVPR)                                                             |
|  |  |



**Town of Amherst**  
**Engineering Department**  
**Town of Amherst Street Light Acquisition and Upgrades**

| Existing HID Luminaires                                                           | Proposed LED Basis of Design (BOD)                                                 |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Bell Pendant Teardrop                                                             | Philips: Domus (DMS50)                                                             |
|  |  |

Once the acquisition project and conversion to LED is complete, any remaining funds may be used to install additional lighting in the General Fund and/or Lighting District, as applicable. The proposed plan for upgraded Street Lighting is found in Appendix B – Proposed Street Lighting Plan.

**ASSET MANAGEMENT & SMART CITIES:**

With advances in communications technology and new opportunities to network street light systems, LED street light systems can provide much greater control over lighting than older technologies. Asset management controls will be installed that will provide smart city capabilities. The Town will then be able to leverage the street light system for tasks that are mutually beneficial to Town Departments and enable the Town to centrally command and manage all the lighting locations throughout the Town.

Each luminaire will be fitted with an Asset Management Control (AMC) node. An AMC node is designed to convert LED fixtures into intelligent focal centers, providing actionable insights that go far beyond illumination and mere granular lighting control. AMC nodes will allow the Town to increase worker efficiency through the use of a status and outage reporting system. It will also help significantly reduce the outage time for street lights, which can help eliminate unsafe conditions.

Aside from being an asset management tool, AMC node will allow for greater street light functionality and control. Once added to the cloud management system, the street lights can be set to dim in the late night/early morning hours when the streets are quiet, saving energy and reducing unwanted nighttime lighting. They can also be set to provide brighter lighting levels at certain hours, during emergencies, or other events. Lighting levels can be adjusted in real time or they can be set to change at specified times.

**Town of Amherst**  
**Engineering Department**  
**Town of Amherst Street Light Acquisition and Upgrades**

**ESTIMATED ANNUAL SAVINGS:**

Converting all street lighting fixtures to LED will result in significant energy savings, as well as substantial maintenance savings associated with this measure over the expected life of the equipment. The estimated annual savings ranges from \$400,000 to \$500,000 after capital reserve, project financing, operation and maintenance, and other costs and incentives.

**ANTICIPATED PROJECT SCHEDULE:**

Bond Action: January – February 2022

Authorization to Proceed (NYPA): February 2022

Purchase Materials: March 2022

Anticipated Construction: Summer 2022 – Fall 2022

Closing Date of Asset Purchase: September 2022

**FINANCIAL SUMMARY:**

The Town of Amherst appropriated funds in the approved 2022-2027 Capital Improvement Program under Project H-15, Purchase of street light assets and conversion to LED. This CIP project will be amended by Town Board Resolution to include additional funding towards CIP project H-15 at the January 18, 2022 Town Board Meeting.

The project funding includes a General Fund bond and Street Lighting District bond as described within the Executive Summary section.

**Town of Amherst**  
**Engineering Department**  
**Town of Amherst Street Light Acquisition and Upgrades**

**PROJECT COST ESTIMATE:**

|                                     | <u>STREET LIGHTING DISTRICT</u> | <u>GENERAL FUND</u> |
|-------------------------------------|---------------------------------|---------------------|
| ○ Purchase of Lighting Assets       | \$ 13,336,194                   | \$ 1,758,060        |
| ○ Construction                      | \$ 10,335,090                   | \$ 2,235,114        |
| ○ Project Management                | \$ 1,884,433                    | \$ 406,927          |
| ○ Contingency                       | \$ 811,783                      | \$ 77,399           |
| ○ Legal / Administrative / Interest | \$ 132,500                      | \$ 22,500           |
| <b>Total Amount to be bonded</b>    | <b>\$ 26,500,000</b>            | <b>\$ 4,500,000</b> |

**TAXATION SUMMARY:**

|                                                               | <u>STREET LIGHTING DISTRICT</u>         | <u>GENERAL FUND</u> |
|---------------------------------------------------------------|-----------------------------------------|---------------------|
| ○ Current Bond Request:                                       | \$ 26,500,000                           | \$4,500,000         |
| ○ Bond Term:                                                  | 20 years                                | 20 years            |
| ○ Annual Tax Impacts per \$1,000 AV:                          | \$0.363 per year<br>(Lighting District) | \$0.031 per year    |
| ○ Typical Property Taxation Impacts<br>per \$200,000 property | \$72.66 per year<br>(Lighting District) | \$6.19 per year     |



Town of Amherst Planning Department

Erie County, New York



Brian J. Kulpa  
Supervisor

Daniel C. Howard, AI  
Planning Director

Daniel J. Ulatowski, AI  
Assistant Planning Dire

*Transmitted electronically*

MEMORANDUM

January 10, 2022

TO: Christopher Schregel, Project Manager  
Engineering Department

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Determination  
Street Lighting Acquisition & Upgrades  
2021-2027 C.I.P. Project H-15 – TOA Job No. 2016.054

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5. Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special\_Projects\SEQR\_Engineering & Other TOA\Type\_II\_Actions\_(PJ-2015-001)\Street Light Acquisitions & Upgrades\_2021\_2027\_CIP\_H\_15.docx

CC: Stanley J. Sliwa, Esq., Town Attorney  
Daryl Bramer, Comptroller  
Daniel Howard, Planning Director

Attachment: Lighting Purchase MPR 2022\_Final (RES-2022-89 : Town of Amherst Streetlight Acquisition and Upgrades (Bond Resolution -

# CERTIFICATE AS TO USEFUL LIFE OF PROJECT

I, the undersigned, HEREBY CERTIFY as follows:

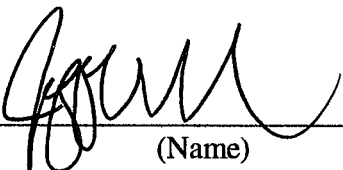
That I am the Town Engineer [Engineer] and I am familiar with the Town of Amherst Street Light Acquisition & Upgrades project, as described in the map, plan and report dated January 2022, prepared by the Town Engineering Department (2022-2027 CIP Project H-15)(Project #2016.054).

That said project is classified as a capital asset under generally accepted accounting principles for municipalities and that the useful life thereof is at least thirty (30) years.

That this certification is being delivered pursuant to the Local Finance Law Section 11.00 a. 35, constituting Chapter 33-a of the Consolidated Laws of the State of New York, in connection with the issuance of bonds or notes of the Town to finance such project, for the purpose of determining the maximum maturity of such bonds or notes.

IN WITNESS WHEREOF, I have hereunto set my hand this 10<sup>th</sup> day of

January, 2022.

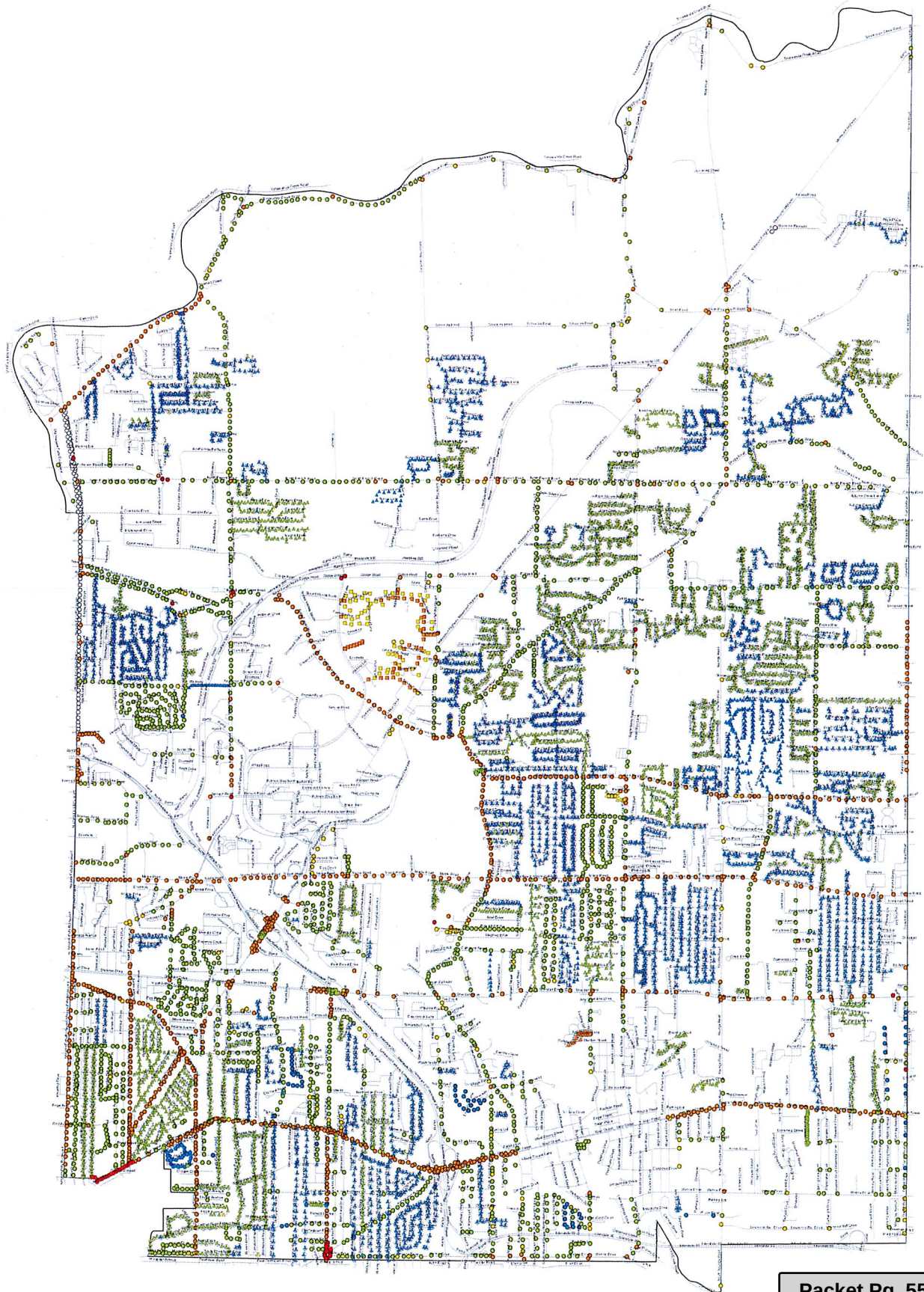
  
\_\_\_\_\_  
(Name)

\_\_\_\_\_  
Town Engineer  
(Title/Position)



# Appendix A

## Existing Street Lighting Map



# Appendix B

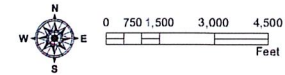
## Proposed Street Lighting Plan





# Town of Amherst

Proposed  
Final Design



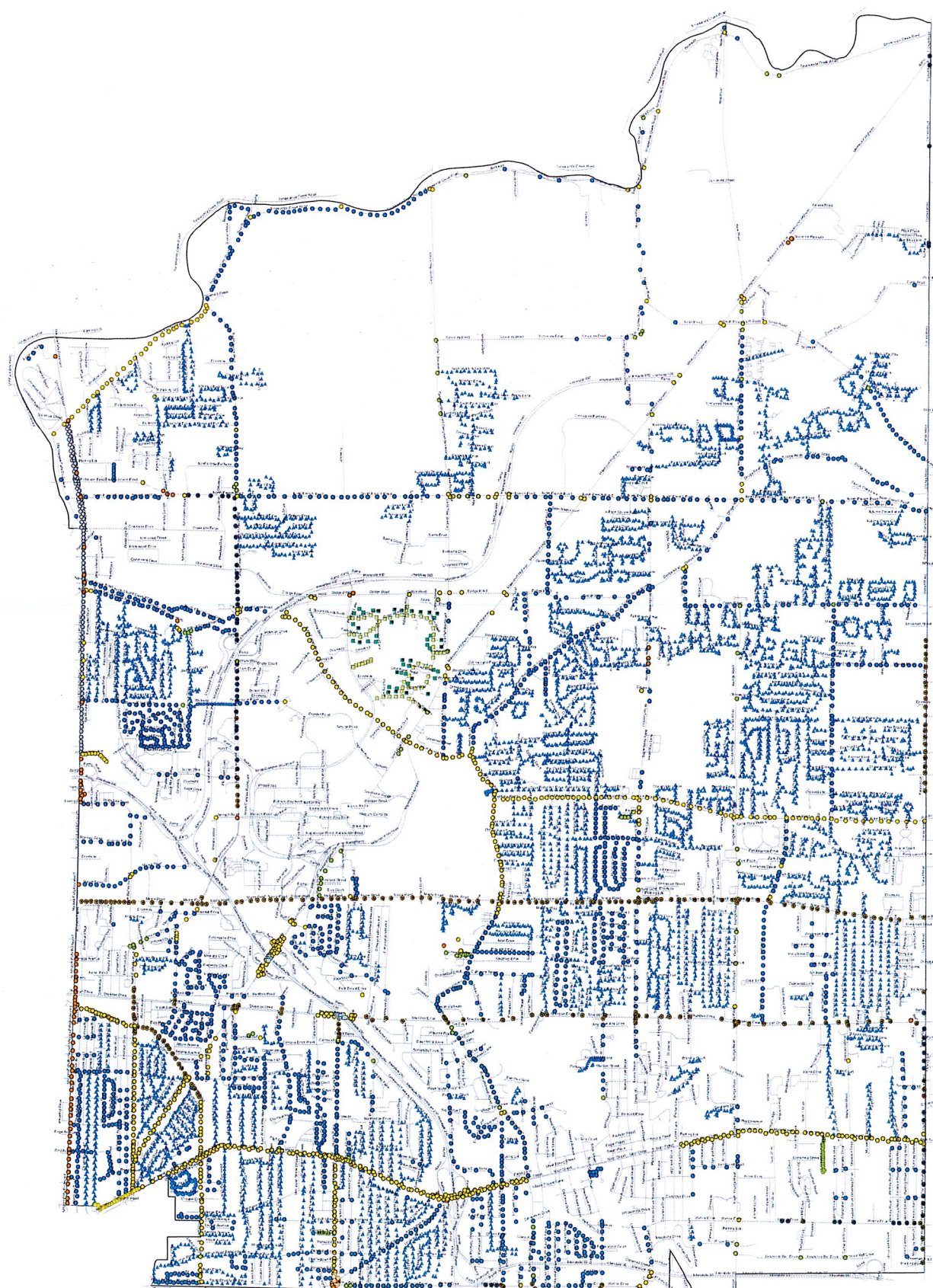
12.A.3.c

wendel

WD Project # 261117  
Map Created: Octob

## Legend

- Halfpence 34W TUL-S-32L-350-740
- Shoebur 106W ECF-S-32L-1A-WW
- Shoebur 53W ECF-S-32L-530-WW
- Calloway Teardrop 135W RN20-135WB-ED4K
- Bull Teardrop 60W CM 550-180WB-ED4K
- Coburnhead 215W RPL-215WB-LED
- Coburnhead 130W RPL-130WB-LED3K
- Coburnhead 80W RPL-80WB-LED3K
- Coburnhead 25W RPL-25WB-LED3K
- Traditional 30W TYPH-S-15-G-1-7-3W
- Arcom 40W BL (Visual Comfort Globe)
- Arcom 30W BL34 (Visual Comfort Globe)
- Existing LED - LAI



Attachment: Lighting Purchase MPR 2022\_Final (RES-2022-89 : Town of Amherst Streetlight Acquisition and Upgrades (Bond Resolution -


**Amherst Town Board**

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Town Attorney  
 Initiated by: **Stanley J. Sliwa**  
 Co-Sponsored by:

DOC ID: 25287

**RESOLUTION 2022-90**
**ADOPTED**

## Appointment of Town Prosecutors

### AGENDA ITEM : JANUARY 18<sup>TH</sup>, 2022

**TO:** Town Board

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

**DATE:** January 12, 2022

**RE:** Appointment of Town Prosecutors

At its meeting held on January 3, 2022, the Town Board considered and approved a resolution that, among other things, appointed Samuel A. Alba, Esq. as Sr. Deputy Town Attorney and Ann Demopoulos, Esq. as Deputy Town Attorney. Both individuals should also have been appointed as Town Prosecutors as a part of the same resolution.

Therefore, kindly adopt a resolution (1) appointing Samuel A. Alba, Esq. as Sr. Deputy Town Attorney/Town Prosecutor; and (2) appointing Ann Demopoulos, Esq. as Deputy Town Attorney/Town Prosecutor.

Thank you.

SJS:nmb

c: Tim Koller, Deputy Town Clerk (**Agenda Item : January 18, 2022**)

**1/18/2022**

Consent

**FINANCIAL IMPACT:**

None for the purposes of this resolution.

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |




**Amherst Town Board**

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Town Attorney  
 Initiated by: **Stanley J. Sliwa**  
 Co-Sponsored by:

DOC ID: 25286

**RESOLUTION 2022-91**
**ADOPTED**

## Webster Szanyi LLP - Retainer Agreement (CVA Litigation - Coverage Issues) CRS# 3064

### AGENDA ITEM - JANUARY 18<sup>TH</sup>, 2022

**TO: Town Board**

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

**DATE: January 12, 2022**

**SUBJECT: Retainer Agreement Relative Specific To Coverage Issues (CVA Litigation)  
 Webster Szanyi, LLP (CRS #3064)**

On October 18<sup>th</sup>, 2021, by Town Board Resolution 2021-916, the Town Board approved the selection of Webster Szanyi, LLP to defend the Town in the matter of LG 70 DOE v. Town of Amherst, Mathewson McCarthy Baseball and Babe Ruth League Baseball (Erie County Index Number 810847/2021). Due to the complexity of the lawsuit being defended and the legal issues involved with the defense of this matter, the Town Attorney also requested that the selected firm provide a second Retainer Agreement specific to coverage issues (insurance).

Therefore, kindly adopt the following resolution with respect to this matter:

**RESOLVED**, the Town Board hereby authorizes the Town Supervisor to execute a second Retainer Agreement with Webster Szanyi LLP specific to coverage issues involved in the LG 70 DOE litigation matter at the following rates:

\$265.00 per hour for partners;  
 \$225.00 per hour for senior associates;  
 \$205.00 per hour for associates; and  
 \$115.00 per hour for paralegals

**BE IT FURTHER RESOLVED**, that this Retainer Agreement shall remain in effect until the ultimate conclusion of the LG 70 DOE matter.

SJS:nmb

c: Tim Koller, Deputy Town Clerk (**Agenda Item : January 18, 2022**)

**1/18/2022**

Consent

**FINANCIAL IMPACT:**

\$265.00 per hour for partners; \$225.00 per hour for senior associates;\$205.00 per hour for associates; and  
\$115.00 per hour for paralegals - P1915.4090

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |


**Amherst Town Board**

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

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Town Attorney  
 Initiated by: **Stanley J. Sliwa**  
 Co-Sponsored by:

DOC ID: 25289

**RESOLUTION 2022-92**
**ADOPTED**

## Jury Verdict of 12.30.2021 - Opioid Settlement

### AGENDA ITEM : JANUARY 18<sup>TH</sup>, 2022

**TO:** Town Board

**FROM:** Stanley J. Sliwa, Esq., Town Attorney  
 (For Jeffrey E. Marion, Esq., Special Counsel)

**DATE:** January 12, 2022

**RE:** Favorable Jury Verdict Announced On December 30, 2021 In  
 New York Trial Against Pharmaceutical Companies Holding  
 Them Responsible For Creating A Public Nuisance In New York State

Kindly adopt a resolution authorizing the Supervisor to execute any and all documents associated with the jury verdict and settlement announced on December 30, 2021 regarding the above matter.

Amounts and timing of receipt of amounts are unknown at this time; however, Napoli Shkolnik PLLC, the Town's trial counsel in this matter, has advised that documents related to the settlement will need to be signed by the end of January.

A press release relative to the jury verdict has been attached for the Town Board's review.

Thank you.

SJS:JEM:nmb

Attachment

c: Tim Koller, Deputy Town Clerk (**Agenda Item - January 18, 2022**)

**1/18/2022**

Consent

**FINANCIAL IMPACT:**

Amounts and receipt of any amounts is unknown as this time.

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

## **Jury Concludes Pharmaceutical Companies Fueled Opioid Crisis in NY**

(Long Island, New York / December 30, 2021) Today a jury held Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Actavis, LLC, Actavis Pharma, Inc., Watson Laboratories, Inc., and Andia, Inc. responsible for causing a public nuisance in Nassau County, Long Island. Over the six-month-long New York Opioid Trial, the jury heard evidence of how the companies minimized the addictiveness of opioids with misleading marketing.

“It has been a long road to hold Teva and Andia accountable for their conduct that has resulted in the deaths and grief of hundreds of thousands of Americans. Teva and Andia need to now hear this jury and step up to take care of those who have suffered at their hands,” says Hunter J. Shkolnik, lead trial counsel for Nassau County.

Attempts by the defendants to blame other entities fell short with the jury who disagreed and found these defendants wholly responsible for the opioid epidemic in Nassau County.

“You would be hard pressed to find a person, family or community who has not been touched by the opioid crisis these corporations caused,” shares Paul Napoli. “This is another significant step towards justice and rebuilding lives and neighborhoods.”

Napoli Shkolnik began this journey with Nassau County in 2017, committed to achieving this precedent-setting result. A damages trial will be held in 2022.

### *Media Inquiries*

Paul J. Napoli  
C: (516) 639-6909

[PNapoli@NSPRLaw.com](mailto:PNapoli@NSPRLaw.com)

Hunter J. Shkolnik  
C: (917) 544-0009

[Hunter@NapoliLaw.com](mailto:Hunter@NapoliLaw.com)

[NAPOLILAW.COM](http://NAPOLILAW.COM)

400 BROADHOLLOW ROAD, SUITE 305, MELVILLE, NEWYORK 11747  
360 LEXINGTON AVENUE, 11TH FLOOR, NEW YORK, NEW YORK 10017

Attachment: 12-30-21 NY Opioid Press Release (RES-2022-92 : Jury Verdict of 12.30.2021 - Opioid Settlement)





# Amherst Town Board

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Town Attorney  
 Initiated by: **Stanley J. Sliwa**  
 Co-Sponsored by:

DOC ID: 25295

## RESOLUTION 2022-93

**ADOPTED**

# Aspen Heights Student Housing Project - Required Easements (CRS#S 3121-3123)

## AGENDA ITEM : JANUARY 18<sup>TH</sup>, 2022

**TO:** Town Board

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

**DATE:** January 12, 2022

**RE:** Aspen Heights - Student Housing Project  
 Non-Exclusive Permanent Drainage Easement (CRS #3121)  
 Non-Exclusive Emergency Access Easement (CRS #3122)  
 Non-Exclusive Parking Easement (CRS #3123)

Kindly adopt a resolution authorizing the Supervisor to execute the attached agreements as follows: (1) pending final approval by the Town Attorney's Office; and (2) pending successful completion of the Contract Routing System.

Thank you.

SJS:nmb

Attachments

c: Tim Koller, Deputy Town Clerk  
 (w/attachments, **Agenda Item - January 18, 2022**)  
 Sean W. Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC  
 (Via E-Mail - [shopkins@hsmlegal.com](mailto:shopkins@hsmlegal.com), w/o attachments)

**1/18/2022**

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

**Record and Return To:**  
**Box 460 – Hopkins Sorgi & McCarthy**  
**Attn: Sean Hopkins, Esq.**

**TOWN OF AMHERST NON-EXCLUSIVE PERMANENT DRAINAGE EASEMENT**

**THIS NON-EXCLUSIVE PERMANENT DRAINAGE EASEMENT** made the \_\_\_\_ of December, 2021 is being entered into between **AMHERST NY PROPERTIES KP6, LLC**, a limited liability company organized under the laws of the State of Delaware, having its office at 1301 S. Capital of Texas Highway, Building B – Suite 201, Austin, Texas 78746, and \_\_\_\_\_, a limited liability company organized under the laws of the State of \_\_\_\_\_, having its office at 1301 S. Capital of Texas Highway, Building B – Suite 201, Austin, Texas 78746 (collectively referred to herein as “**GRANTORS**”) and the **TOWN OF AMHERST**, a municipal corporation of the State of New York, having its principal office in the Amherst Municipal building, 5583 Main Street, Williamsville, New York 14221 (hereinafter referred to as the “**TOWN**”).

**WITNESSETH**

WHEREAS, Amherst NY Properties KP6, LLC is the owner of approximately 22.748 acres of land situated in the Town of Amherst, County of Erie and State of New York, being part of Lots 70 & 76, Township 12, Range 7 of the Holland Land Company’s Survey consisting of Parcel 1 as more particularly described in the metes and bounds legal description of Parcel 1 attached hereto as **Schedule “A”**; and

WHEREAS, \_\_\_\_\_ is the owner of approximately 17.689 acres of land situated in the Town of Amherst, County of Erie and State of New York, being part of Lots 70 & 76, Township 12, Range 7 of the Holland Land Company’s Survey consisting of Parcel 2 as more particularly described in the metes and bounds legal description of Parcel 2 attached hereto as **Schedule A**; and

WHEREAS, Parcel 1 and Parcel 2 are hereinafter collectively referred to as the “**Subject Parcel**”; and

WHEREAS, during its meeting held on April 15, 2021, the Town of Amherst Planning Board (“**Planning Board**”) granted Site Plan Approval for the development of Parcel 1 as a student housing project (hereinafter the “**Project**”); and

WHEREAS, in connection with the Site Plan review process for Project, the TOWN requested a non-exclusive easement for access to drainage ditches located on the Subject Parcel for purposes of the Town conducting, inspections, maintenance and repairs to the ditches located on the Subject Parcel.

NOW, THEREFORE, IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) paid by the TOWN, the receipt of which is hereby acknowledged and other good and valuable consideration, the GRANTORS and the TOWN agree as follows:

1. **RECITALS**. The Recitals are incorporated herein by reference thereto.
2. **NON-EXCLUSIVE DRAINAGE EASEMENT**. Subject to the terms and conditions hereof, the GRANTORS hereby grant unto the TOWN the permanent non-exclusive right and easement for ingress and egress across portions of the Subject Parcel for access, inspections, maintenance and repairs to drainage ditches located on the Subject Parcel as described in the legal descriptions attached hereto as **Schedule B** (hereinafter the “**Easement Areas**”) and labelled as “PROPOSED ACCESS & DRAINAGE EASEMENT A” on the exhibit map prepared by GPI Engineering, Landscape Architecture & Surveying, LLP dated October 23, 2021 attached hereto as **Schedule C-1** and “PROPOSED ACCESS & DRAINAGE EASEMENT B” on the exhibit map prepared by GPI Engineering, Landscape Architecture & Surveying, LLP dated October 23, 2021 attached hereto as **Schedule C-2**.
3. **REIMBURSEMENT AND INDEMNITY**. The TOWN shall defend, indemnify and hold harmless the GRANTORS, its members, managers, employees, agents and independent

contractors, from any and all claims or causes of action arising out of the use of the Easement Areas by the TOWN, including its employees, agents or its contractors or any other third parties acting under the direction of the TOWN.

4. **NON-EXCLUSIVITY**: The GRANTORS, and its successors, agents, employees, tenants and invitees shall retain the right to use said Easement Areas for its own purposes so long as such use by the GRANTORS does not substantially interfere with the rights herein granted to the TOWN.

5. **RESTORATION OF THE SUBJECT PARCEL BY THE TOWN**. The TOWN shall restore the Easement Areas in a timely manner in the event the use of the Easement Areas by the TOWN, including its employees, agents or its contractors or any other third parties acting under the direction of the TOWN results in any physical disturbance or damage to the Subject Parcel including but not limited to the Easement Areas.

6. **RUNNING WITH THE LAND**. The rights and easements herein established for the benefit of the TOWN shall run with, and be appurtenant to, title to the Subject Parcel and shall be burdens upon the Subject Parcel, shall run with title to the Subject Parcel, and shall bind the GRANTORS and the GRANTORS' successors-in-title to the Subject Parcel. The non-exclusive easement and obligations created hereunder shall be specifically enforceable in a court of equity, it being agreed by the parties hereto for themselves and their respective successors, successor-in-title and assigns, that an action for damages would not be an adequate remedy for a breach of this Agreement.

7. **EXTENT OF LIABILITY**. The owner(s) of the Subject Parcel shall be liable hereunder only for obligations which arise during the period such person or entity own such Subject Parcel. Upon the transfer, assignment, or conveyance by such owner(s) of all of its right, title, and interest in and to such Subject Parcel, such owner(s) shall have no further liability hereunder for any matter arising subsequent to such transfer, and the transferee of such owner shall thereupon become liable for all such obligations which arise while such transferee(s) own(s) the Subject Parcel.

8. **CONTINUATION NOTWITHSTANDING BREACH**. It is expressly agreed that no breach of this Agreement shall entitle any party hereto to cancel, rescind or otherwise terminate this Agreement, except as otherwise expressly provided herein. Such limitation, however, shall not affect in any manner any other rights or remedies which such party may have hereunder by reason of such breach.

9. **NOTICES**. All notices, requests, demands or other communications hereunder shall be in writing and shall be delivered by personal delivery, overnight mail or delivery service, or United States registered or certified mail, return receipt requested, postage prepaid, addressed to: (i) TOWN at 5583 Main Street, Williamsville, NY 14221, Attn: Town Attorney's Office; (ii) to GRANTORS at 1301 S. Capital of Texas Hwy, Building B, Suite 201, Austin, TX 78746, Attn: Lorin Combs; or, if any property is no longer owned by the named parties herein to (iii) to the owner(s) of the Subject Parcel at the mailing address reflected on the tax records of the Town of Amherst or to such other address as any party may from time to time designate by notice in writing to the other parties. Any such notice, request, demand or communication shall be deemed to have been given, with respect to personal delivery, on the date of delivery; with respect to overnight mail, one (1) business day after deposit with the overnight mail/delivery service; and with respect to United States registered or certified mail, three (3) business days after deposit with the United States Postal Service. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section shall constitute delivery.

10. **ESTOPPEL CERTIFICATE**. Upon the written request of any party hereto, the other party shall issue to any party designated by the requesting party an appropriate certificate certifying whether the party to whom the request is made knows of any default under this Agreement or of any assignment, modification or amendment to this Agreement (and the nature and extent of any such default or other known matter) and whether, to that party's knowledge, this Agreement is in full force and effect. The certificate may be relied upon by a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary and shall constitute a waiver of any claim by the certifying party based upon facts contrary to the certificate



contractors, from any and all claims or causes of action arising out of the use of the Easement Areas by the TOWN, including its employees, agents or its contractors or any other third parties acting under the direction of the TOWN.

4. **NON-EXCLUSIVITY:** The GRANTORS, and its successors, agents, employees, tenants and invitees shall retain the right to use said Easement Areas for its own purposes so long as such use by the GRANTORS does not substantially interfere with the rights herein granted to the TOWN.

5. **RESTORATION OF THE SUBJECT PARCEL BY THE TOWN.** The TOWN shall restore the Easement Areas in a timely manner in the event the use of the Easement Areas by the TOWN, including its employees, agents or its contractors or any other third parties acting under the direction of the TOWN results in any physical disturbance or damage to the Subject Parcel including but not limited to the Easement Areas.

6. **RUNNING WITH THE LAND.** The rights and easements herein established for the benefit of the TOWN shall run with, and be appurtenant to, title to the Subject Parcel and shall be burdens upon the Subject Parcel, shall run with title to the Subject Parcel, and shall bind the GRANTORS and the GRANTORS' successors-in-title to the Subject Parcel. The non-exclusive easement and obligations created hereunder shall be specifically enforceable in a court of equity, it being agreed by the parties hereto for themselves and their respective successors, successor-in-title and assigns, that an action for damages would not be an adequate remedy for a breach of this Agreement.

7. **EXTENT OF LIABILITY.** The owner(s) of the Subject Parcel shall be liable hereunder only for obligations which arise during the period such person or entity own such Subject Parcel. Upon the transfer, assignment, or conveyance by such owner(s) of all of its right, title, and interest in and to such Subject Parcel, such owner(s) shall have no further liability hereunder for any matter arising subsequent to such transfer, and the transferee of such owner shall thereupon become liable for all such obligations which arise while such transferee(s) own(s) the Subject Parcel.

8. **CONTINUATION NOTWITHSTANDING BREACH.** It is expressly agreed that no breach of this Agreement shall entitle any party hereto to cancel, rescind or otherwise terminate this Agreement, except as otherwise expressly provided herein. Such limitation, however, shall not affect in any manner any other rights or remedies which such party may have hereunder by reason of such breach.

9. **NOTICES.** All notices, requests, demands or other communications hereunder shall be in writing and shall be delivered by personal delivery, overnight mail or delivery service, or United States registered or certified mail, return receipt requested, postage prepaid, addressed to: (i) TOWN at 5583 Main Street, Williamsville, NY 14221, Attn: Town Attorney's Office; (ii) to GRANTORS at 1301 S. Capital of Texas Hwy, Building B, Suite 201, Austin, TX 78746, Attn: Lorin Combs; or, if any property is no longer owned by the named parties herein to (iii) to the owner(s) of the Subject Parcel at the mailing address reflected on the tax records of the Town of Amherst or to such other address as any party may from time to time designate by notice in writing to the other parties. Any such notice, request, demand or communication shall be deemed to have been given, with respect to personal delivery, on the date of delivery; with respect to overnight mail, one (1) business day after deposit with the overnight mail/delivery service; and with respect to United States registered or certified mail, three (3) business days after deposit with the United States Postal Service. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section shall constitute delivery.

10. **ESTOPPEL CERTIFICATE.** Upon the written request of any party hereto, the other party shall issue to any party designated by the requesting party an appropriate certificate certifying whether the party to whom the request is made knows of any default under this Agreement or of any assignment, modification or amendment to this Agreement (and the nature and extent of any such default or other known matter) and whether, to that party's knowledge, this Agreement is in full force and effect. The certificate may be relied upon by a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary and shall constitute a waiver of any claim by the certifying party based upon facts contrary to the certificate



of which that party had knowledge at the time of making the certificate. The certificate shall not subject the party furnishing the certificate to any liability for any inaccurate statement which such party in good faith believed was correct when made or any obligation to correct or disclose any change in the information certified.

11. **SEVERABILITY:** All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this Agreement valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remainder of this Agreement or the application of such term, provision, covenant or agreement to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

12. **ENTIRE AGREEMENT** This Agreement and the exhibits attached hereto contain the entire agreement between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and exhibits hereto. This Agreement may not be amended or modified except by a written document approved and executed by the parties hereto.

13. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

14. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK  
SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF, GRANTORS and the TOWN have executed this Agreement**  
as of the date and year first above written.

**AMHERST NY PROPERTIES KP6, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Add Name of Owner of Parcel 2**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## TOWN OF AMHERST

By: Brian Kulpa, Supervisor

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
ss: \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

**Notary Public**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

**Notary Public**

STATE OF NEW YORK     )  
                                  ss:  
COUNTY OF ERIE        )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian J. Kulpa, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/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.

\_\_\_\_\_  
Notary Public

**SCHEDULE A**

**METES AND BOUNDS LEGAL DESCRIPTION OF PARCEL 1:**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie, State of New York, being part of Lots 70 & 76, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows.

BEGINNING at the southeast corner of lands shown on a map of Pleasant Acres Subdivision Part III filed in the Erie County Clerk's Office under Map Cover 2305;

THENCE: S-01°-06'-07"-E, through the lands conveyed to Ciminelli Muir Woods LLC by deed recorded in the Erie County Clerk's Office in Liber 11307 of Deeds at page 4915 on a southerly extension of the east line of said Map Cover 2305, a distance of 867.36 feet to a point on the northerly line of the Lockport Expressway Section II:

THENCE: along said northerly line the following two (2) courses and distances:

- 1) Northeasterly along a curve to the right having a radius of 6848.00 feet an arc distance of 320.18 feet to a point of tangency, said curve having a chord bearing of N-71°-57'-48"-E and chord distance of 320.15 feet;
- 2) N-75°-02'-22" E a distance of 903.15 feet to a point;

THENCE: Through the lands conveyed to Ciminelli Muir Woods LLC by deed recorded in the Erie County Clerk's Office in Liber 11307 of Deeds at page 4915 the following twelve (12) courses and distances:

- 1) N-14°-57'-38"-W, a distance of 43.11 feet to a point;
- 2) N-32°-17'-15"-E, a distance of 40.01 feet to a point;
- 3) N-15°-55'-54"-W, a distance of 241.05 feet to a point of curvature;
- 4) Northwesterly along a curve to the left having a radius of 60.00 feet an arc distance of 93.19 feet to a point;
- 5) N-14°-17'-50"-W, a distance of 60.00 feet to a point on a curve;
- 6) Northeasterly along a curve to the left having a radius of 60.00 feet and arc distance of 93.94 feet to a point, said curve having a chord bearing of N-30°-13'-15"-E and chord distance of 84.64 feet;
- 7) N-75°-59'-10"-E, a distance of 60.00 feet to a point;
- 8) N-12°-40'-54"-W, a distance of 239.78 feet to a point;
- 9) S-77°-19'-06"-W, a distance of 770.03 feet to a point;
- 10) N-21°-45'-11"-W, a distance of 197.76 feet to a point;
- 11) N-32°-07'-52"-W, a distance of 225.77 feet to a point;
- 12) N-89°-49'-30"-W, a distance of 161.00 feet to the east line of said Map Cover 2305;

THENCE: S-01°-06'-07"-E along the east line of said Map Cover 2305, a distance of 399.97 feet to the POINT or PLACE of BEGINNING, having an area of 22.748 acres be the same more or less.

**METES AND BOUNDS LEGAL DESCRIPTION OF PARCEL 2:**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie, State of New York, being part of Lots 70 & 76, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows.

COMMENCING at the southeast corner of lands shown on a map of Pleasant Acres Subdivision Part III filed in the Erie County Clerk's Office under Map Cover 2305;

THENCE: S-01°-06'-07"-E, through the lands conveyed to Ciminelli Muir Woods LLC by deed recorded in the Erie County Clerk's Office in Liber 11307 of Deeds at page 4915 on a southerly extension of the east line of said Map Cover 2305, a distance of 867.36 feet to a point on the northerly line of the Lockport Expressway Section II:

THENCE: along said northerly line the following four (4) courses and distances:

- 3) Northeasterly along a curve to the right having a radius of 6848.00 feet an arc distance of 320.18 feet to a point of tangency, said curve having a chord bearing of N-71°-57'-48"-E and chord distance of 320.15 feet;
- 4) N-75°-02'-22" E a distance of 970.22 feet to a point;
- 5) N-89°-19'-05" E a distance of 65.19 feet to the POINT of BEGINNING
- 6) N-89°-19'-05" E a distance of 283.28 feet to a point;

THENCE: Through the lands conveyed to Ciminelli Muir Woods LLC by deed recorded in the Erie County Clerk's Office in Liber 11307 of Deeds at page 4915 the following twenty-four (24) courses and distances:

- 13) N-00°-48'-16"-E, a distance of 59± feet to the water's edge of an existing lake;
- 14) Northerly along said water's edge a distance of 1260± feet to a point, having a tie bearing of N-27°-16'-47"-E and a tie distance of 955.90 feet to a point;
- 15) S-64°-16'-09"-W, a distance of 431± feet to a point;
- 16) N-74°-27'-37"-W, a distance of 80.87 feet to a point;
- 17) N-03°-30'-13"-E, a distance of 172.77 feet to a point;
- 18) N-63°-26'-06"-W, a distance of 52.67 feet to a point;
- 19) N-23°-46'-20"-W, a distance of 181.16 feet to a point;
- 20) N-78°-51'-41"-W, a distance of 69.61 feet to a point;
- 21) N-89°-49'-30"-W, a distance of 271.66 feet to a point;
- 22) S-00°-10'-14"-E, a distance of 209.30 feet to a point;
- 23) N-89°-49'-30"-W, a distance of 100.76 feet to a point;
- 24) S-08°-37'-11"-W, a distance of 76.97 feet to a point;
- 25) S-15°-39'-45"-E, a distance of 101.72 feet to a point;
- 26) S-20°-49'-49"-W, a distance of 47.62 feet to a point;
- 27) N-77°-19'-06"-E, a distance of 70.23 feet to a point;
- 28) S-12°-40'-54"-E, a distance of 238.78 feet to a point of curvature;
- 29) Southeasterly along a curve to the left having a radius of 60.00 feet an arc distance of 93.59 feet to a point of tangency;
- 30) N-76°-27'-34"-E, a distance of 13.07 feet to a point;
- 31) S-14°-08'-19"-E, a distance of 60.00 feet to a point;
- 32) S-75°-59'-49"-W, a distance of 10.91 feet to a point of curvature;
- 33) Southwesterly along a curve to the left having a radius of 60.00 feet an arc distance of 96.27 feet to a point of tangency;
- 34) S-15°-55'-54"-E, a distance of 226.72 feet to a point;
- 35) S-58°-37'-36"-E, a distance of 52.08 feet to a point;
- 36) S-19°-51'-29"-E, a distance of 59.50 feet to the POINT or PLACE of BEGINNING, having an area of 17.689 acres be the same more or less.



**SCHEDULE B**

**DRAINAGE & ACCESS EASEMENT A:**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie, State of New York, being part of Lot 76, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows.

BEGINNING at the southeast corner of lands shown on a map of Pleasant Acres Subdivision Part III filed in the Erie County Clerk's Office under Map Cover 2305;

THENCE: N-01°-06'-07"-W along the east line of said Map Cover 2305 a distance of 150.08 feet to a point;

THENCE: Through the lands conveyed to Ciminelli Muir Woods LLC by deed recorded in the Erie County Clerk's Office in Liber 11307 of Deeds at page 4915, the following three (3) courses and distances:

- 7) Southeasterly along a curve to the right having a radius of 172.00 feet an arc distance of 257.29 feet, said curve having a chord bearing of S-16°-44'-21"-E and a chord distance of 56.06 feet, to a point of reverse curvature;
- 8) Southerly along a curve to the left having a radius of 118.00 feet an arc distance of 257.29 feet to a point of tangency;
- 9) S-01°-06'-07"-E a distance of 690.36 feet to a point;

THENCE: Southwesterly along a curve to the left having a radius of 6878.00 feet an arc distance of 67.31 feet, said curve having a chord bearing of S-70°-51'-50"-W and a chord distance of 67.31 feet, to a point;

THENCE: Through said Ciminelli Muir Woods LLC lands, the following three (3) courses and distances:

- 37) N-01°-06'-07"-W, a distance of 711.20 feet to a point of curvature;
- 38) Northerly along a curve to the right having a radius of 182.00 feet an arc distance of 71.85 feet to a point;
- 39) N-01°-06'-07"-W, a distance of 59.19 feet to the POINT or PLACE of BEGINNING, having an area of 62,913 square feet or 1.444 acres be the same more or less.

**DRAINAGE & ACCESS EASEMENT B:**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie, State of New York, being part of Lots 70 & 76, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows.

COMMENCING at the southeast corner of lands shown on a map of Pleasant Acres Subdivision Part III filed in the Erie County Clerk's Office under Map Cover 2305;

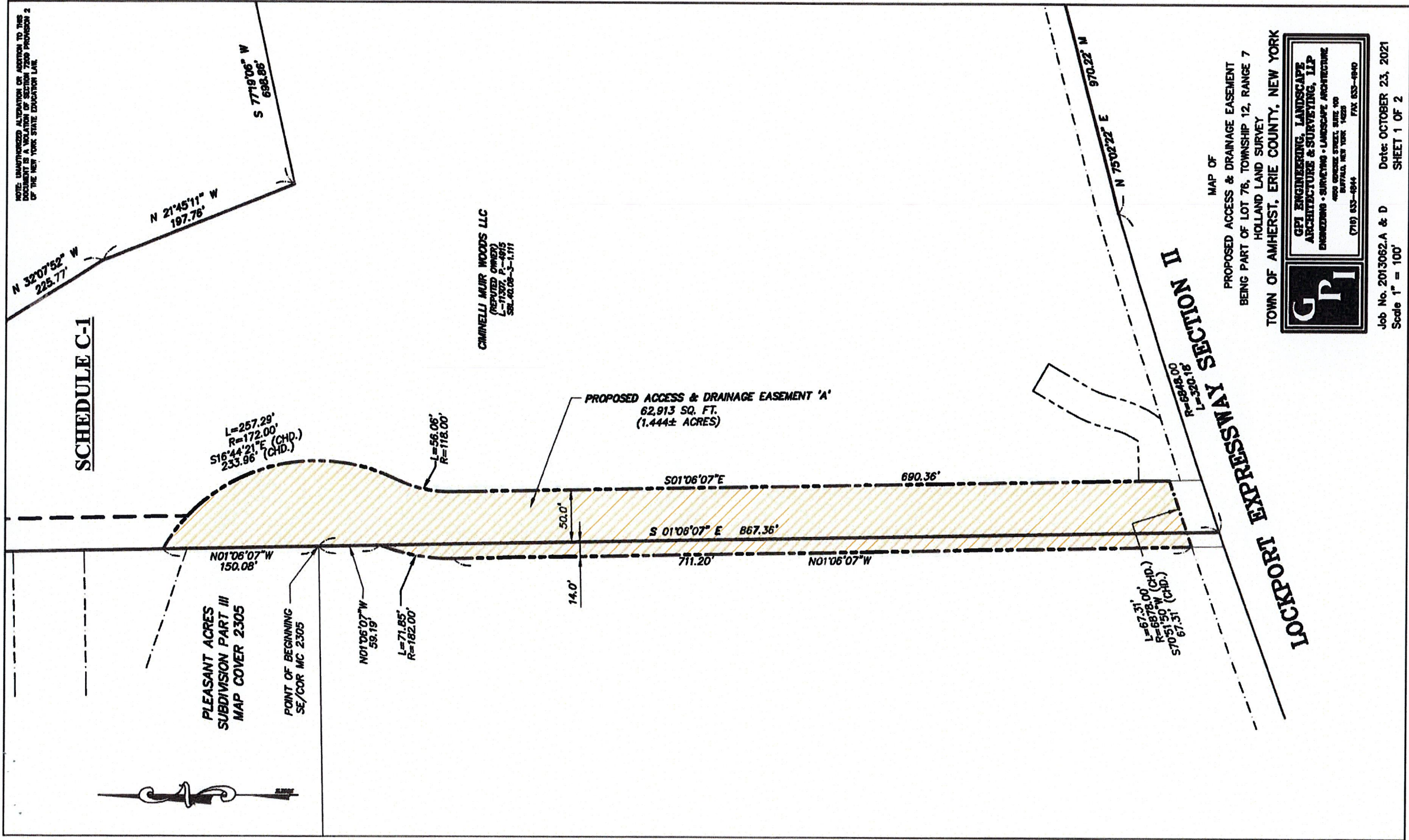
THENCE: S-01°-06'-07"-E, through the lands conveyed to Ciminelli Muir Woods LLC by deed recorded in the Erie County Clerk's Office in Liber 11307 of Deeds at page 4915 on a southerly extension of the east line of said Map Cover 2305, a distance of 867.36 feet to a point on the northerly line of the Lockport Expressway Section II:

THENCE: along said northerly line the following three (3) courses and distances:

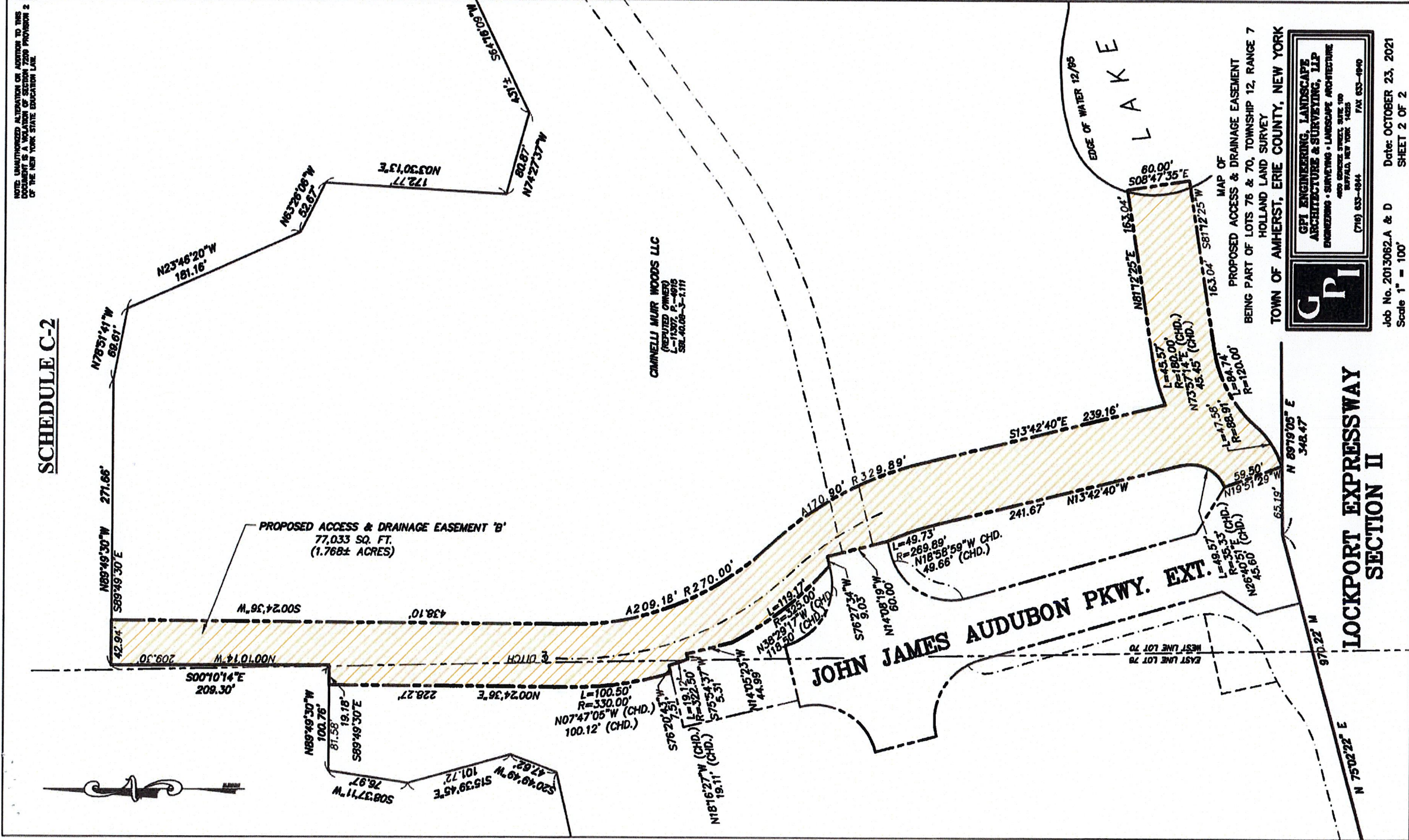
- 1) Northeasterly along a curve to the right having a radius of 6848.00 feet an arc distance of 320.18 feet to a point of tangency;
- 2) N-75°-02'-22" E a distance of 970.22 feet to a point;
- 3) N-89°-19'-05" E a distance of 65.19 feet to the POINT of BEGINNING;

THENCE: Through said Ciminelli Muir Woods LLC lands, the following twenty six (26) courses and distances:

- 1) N-19°-51'-29"-W, a distance of 59.50 feet to a point on a curve;
- 2) Northeasterly along a curve to the left having a radius of 35.33 feet an arc distance of 49.50 feet, said curve having a chord bearing of N-26°-37'-29"-E and a chord distance of 45.55 feet, to a point of tangency;
- 3) N-13°-42'-40"-W, a distance of 241.67 feet to a point of curvature;
- 4) Northerly along a curve to the left having a radius of 269.89 feet an arc distance of 49.59 feet to a point;
- 5) N-14°-08'-19"-W, a distance of 60.00 feet to a point;
- 6) S-76°-27'-34"-W, a distance of 9.03 feet to a point on a curve;
- 7) Northwesterly along a curve to the right having a radius of 325.00 feet an arc distance of 119.17 feet, said curve having a chord bearing of N-38°-29'-17"-W and a chord distance of 118.50 feet, to a point;
- 8) N-14°-05'-23"-W, a distance of 44.99 feet to a point;
- 9) S-75°-54'-37"-W, a distance of 5.31 feet to a point on a curve;
- 10) Northwesterly along a curve to the right having a radius of 322.50 feet an arc distance of 19.12 feet, said curve having a chord bearing of N-18°-16'-27"-W and a chord distance of 19.11 feet, to a point;
- 11) S-76°-20'-43"-W, a distance of 7.51 feet to a point on a curve;
- 12) Northerly along a curve to the right having a radius of 330.00 feet an arc distance of 100.50 feet, said curve having a chord bearing of N-07°-47'-05"-W and a chord distance of 100.12 feet, to a point;
- 13) N-00°-24'-36"-E, a distance of 228.27 feet to a point;
- 14) S-89°-49'-30"-E, a distance of 19.18 feet to a point;
- 15) N-00°-10'-14"-W, a distance of 209.30 feet to a point;
- 16) S-89°-49'-30"-E, a distance of 42.94 feet to a point;
- 17) S-00°-24'-36"-W, a distance of 438.10 feet to a point of curvature;
- 18) Southeasterly along a curve to the left having a radius of 270.00 feet an arc distance of 209.18 feet to a point of reverse curvature;
- 19) Southeasterly along a curve to the right having a radius of 329.89 feet an arc distance of 170.90 feet to a point of tangency;
- 20) S-13°-42'-40"-E, a distance of 239.16 feet to a point on a curve;
- 21) Easterly along a curve to the right having a radius of 180.00 feet an arc distance of 45.57 feet, said curve having a chord bearing of N-73°-57'-14"-E and a chord distance of 45.45 feet, to a point of tangency;
- 22) N-81°-12'-25"-E, a distance of 163.04 feet to a point;
- 23) S-08°-47'-35"-E, a distance of 60.00 feet to a point;
- 24) S-81°-12'-25"-W, a distance of 163.04 feet to a point of curvature;
- 25) Westerly along a curve to the left having a radius of 120.00 feet an arc distance of 84.74 feet to a point of reverse curvature;
- 26) Southwesterly along a curve to the right having a radius of 88.91 feet an arc distance of 47.58 feet to the POINT or PLACE of BEGINNING, having an area of 77,033 square feet or 1.768 acres be the same more or less.







**Record and Return To:**  
**Box 460 – Hopkins Sorgi & McCarthy**  
**Attn: Sean Hopkins, Esq.**

**TOWN OF AMHERST NON-EXCLUSIVE EMERGENCY ACCESS EASEMENT**

**THIS NON-EXCLUSIVE EMERGENCY ACCESS EASEMENT** made the \_\_\_\_ of December, 2021 is being entered into between **AMHERST NY PROPERTIES KP6, LLC**, a limited liability company organized under the laws of the State of Delaware, having its office at 1301 S. Capital of Texas Highway, Building B – Suite 201, Austin, Texas 78746 (hereinafter referred to as “**GRANTOR**”) and the **TOWN OF AMHERST**, a municipal corporation of the State of New York, having its principal office in the Amherst Municipal building, 5583 Main Street, Williamsville, New York 14221 (hereinafter referred to as the “**TOWN**”).

**WITNESSETH**

WHEREAS, Amherst NY Properties KP6, LLC is the owner of approximately 22.748 acres of land situated in the Town of Amherst, County of Erie and State of New York, being part of Lots 70 & 76, Township 12, Range 7 of the Holland Land Company’s Survey as more particularly described in the metes and bounds legal description attached hereto as **Schedule “A”** (hereinafter referred to the “**Subject Parcel**”); and

WHEREAS, during its meeting held on April 15, 2021, the Town of Amherst Planning Board (“**Planning Board**”) granted Site Plan Approval for the development of Parcel 1 as student housing project (hereinafter the “**Project**”); and

WHEREAS, in connection with the Site Plan review process for the Project, the TOWN requested a non-exclusive easement to allow emergency vehicles to access the gated emergency access only driveway to be located on a portion of the Subject Parcel via an off-site emergency access driveway that will connect from the Subject Parcel to Dodge Road.

NOW, THEREFORE, IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) paid by the TOWN, the receipt of which is hereby acknowledged and other good and valuable consideration, the GRANTOR and the TOWN agree as follows:

1. **RECITALS.** The Recitals are incorporated herein by reference thereto.
2. **NON-EXCLUSIVE EMERGENCY ACCESS EASEMENT AND MAINTENANCE OF EASEMENT AREA.** Subject to the terms and conditions hereof, the GRANTOR hereby grants unto the TOWN a permanent non-exclusive right and easement for ingress and egress across portions of the Subject Parcel limited to access by emergency vehicles onto the Subject Parcel via a gated emergency access only driveway to be installed by the Grantor in connection with the Project on as described in the legal description attached hereto as **Schedule B** (hereinafter the “**Easement Area**”) and labelled as “PROPOSED EMERGENCY ACCESS EASEMENT on the exhibit map prepared by GPI Engineering, Landscape Architecture & Surveying, LLP dated October 23, 2021 attached hereto as **Schedule C**. The Grantor shall be responsible for maintenance and repairs with respect to the gated emergency access only driveway to be installed within in the Easement Area. The Grantor shall utilize commercially reasonable efforts to plow the Easement Area at times during which more than three (3) inches of snow has accumulated within the Easement Area and at such times that snowplowing shall occur on the Subject Parcel in connection with the snowplowing of the Project.
3. **REIMBURSEMENT AND INDEMNITY.** The TOWN shall defend, indemnity and hold harmless the GRANTOR, its members, managers, employees, agents and independent contractors, from any and all claims or causes of action arising out of the use of the Easement Area by the TOWN, including its employees, agents or its contractors or any other third parties acting under the direction of the TOWN.
4. **NON-EXCLUSIVITY:** The GRANTOR, and its successors, agents, employees, tenants and invitees shall retain the right to use said Easement Area for its own purposes so long as such use by the GRANTOR does not block or obstruct the gated emergency access only



driveway or substantially interfere with the emergency access rights for access by emergency vehicles herein granted to the TOWN.

5. **RESTORATION OF SUBJECT PARCEL BY THE TOWN.** The TOWN shall restore the Easement Area in a timely manner in the event the use of the Easement Area by the TOWN, including its employees, agents or its contractors or any other third parties acting under the direction of the TOWN results in any physical disturbance or damage to the Subject Parcel including but not limited to the Easement Area.

6. **RUNNING WITH THE LAND.** The rights and easements herein established for the benefit of the TOWN shall run with, and be appurtenant to, title to the Subject Parcel and shall be burdens upon the Subject Parcel, shall run with title to the Subject Parcel, and shall bind the GRANTOR and the GRANTORS's successors-in-title to the Subject Parcel. The non-exclusive easement and obligations created hereunder shall be specifically enforceable in a court of equity, it being agreed by the parties hereto for themselves and their respective successors, successor-in-title and assigns, that an action for damages would not be an adequate remedy for a breach of this Agreement.

7. **EXTENT OF LIABILITY.** The owner(s) of the Subject Parcel shall be liable hereunder only for obligations which arise during the period such person or entity own such Subject Parcel. Upon the transfer, assignment, or conveyance by such owner(s) of all of its right, title, and interest in and to such Subject Parcel, such owner(s) shall have no further liability hereunder for any matter arising subsequent to such transfer, and the transferee of such owner shall thereupon become liable for all such obligations which arise while such transferee(s) own(s) the Subject Parcel.

8. **CONTINUATION NOTWITHSTANDING BREACH.** It is expressly agreed that no breach of this Agreement shall entitle any party hereto to cancel, rescind or otherwise terminate this Agreement, except as otherwise expressly provided herein. Such limitation, however, shall not affect in any manner any other rights or remedies which such party may have hereunder by reason of such breach.

9. **NOTICES.** All notices, requests, demands or other communications hereunder shall be in writing and shall be delivered by personal delivery, overnight mail or delivery service, or United States registered or certified mail, return receipt requested, postage prepaid, addressed to: (i) TOWN at 5583 Main Street, Williamsville, NY 14221, Attn: Town Attorney's Office; (ii) to GRANTOR at 1301 S. Capital of Texas Hwy, Building B, Suite 201, Austin, TX 78746, Attn: Lorin Combs; or, if any property is no longer owned by the named parties herein to (iii) to the owner(s) of the Subject Parcel at the mailing address reflected on the tax records of the Town of Amherst or to such other address as any party may from time to time designate by notice in writing to the other parties. Any such notice, request, demand or communication shall be deemed to have been given, with respect to personal delivery, on the date of delivery; with respect to overnight mail, one (1) business day after deposit with the overnight mail/delivery service; and with respect to United States registered or certified mail, three (3) business days after deposit with the United States Postal Service. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section shall constitute delivery.

10. **ESTOPPEL CERTIFICATE.** Upon the written request of any party hereto, the other party shall issue to any party designated by the requesting party an appropriate certificate certifying whether the party to whom the request is made knows of any default under this Agreement or of any assignment, modification or amendment to this Agreement (and the nature and extent of any such default or other known matter) and whether, to that party's knowledge, this Agreement is in full force and effect. The certificate may be relied upon by a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary and shall constitute a waiver of any claim by the certifying party based upon facts contrary to the certificate of which that party had knowledge at the time of making the certificate. The certificate shall not subject the party furnishing the certificate to any liability for any inaccurate statement which such party in good faith believed was correct when made or any obligation to correct or disclose any change in the information certified.

11. **SEVERABILITY:** All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this Agreement valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remainder of this Agreement or the application of such term, provision, covenant or agreement to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

12. **ENTIRE AGREEMENT** This Agreement and the exhibits attached hereto contain the entire agreement between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and exhibits hereto. This Agreement may not be amended or modified except by a written document approved and executed by the parties hereto.

13. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

14. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK  
SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, GRANTOR and the TOWN have executed this Agreement as of the date and year first above written.

AMHERST NY PROPERTIES KP6, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TOWN OF AMHERST

By: \_\_\_\_\_

Brian Kulpa, Supervisor

STATE OF \_\_\_\_\_ )

ss:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )

ss:

COUNTY OF ERIE )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian J. Kulpa, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/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.

\_\_\_\_\_  
Notary Public

## SCHEDULE A

### **METES AND BOUNDS LEGAL DESCRIPTION OF SUBJECT PARCEL**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie, State of New York, being part of Lots 70 & 76, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows.

BEGINNING at the southeast corner of lands shown on a map of Pleasant Acres Subdivision Part III filed in the Erie County Clerk's Office under Map Cover 2305;

THENCE: S-01°-06'-07"-E, through the lands conveyed to Ciminelli Muir Woods LLC by deed recorded in the Erie County Clerk's Office in Liber 11307 of Deeds at page 4915 on a southerly extension of the east line of said Map Cover 2305, a distance of 867.36 feet to a point on the northerly line of the Lockport Expressway Section II:

THENCE: along said northerly line the following two (2) courses and distances:

- 1) Northeasterly along a curve to the right having a radius of 6848.00 feet an arc distance of 320.18 feet to a point of tangency, said curve having a chord bearing of N-71°-57'-48"-E and chord distance of 320.15 feet;
- 2) N-75°-02'-22" E a distance of 903.15 feet to a point;

THENCE: Through the lands conveyed to Ciminelli Muir Woods LLC by deed recorded in the Erie County Clerk's Office in Liber 11307 of Deeds at page 4915 the following twelve (12) courses and distances:

- 1) N-14°-57'-38"-W, a distance of 43.11 feet to a point;
- 2) N-32°-17'-15"-E, a distance of 40.01 feet to a point;
- 3) N-15°-55'-54"-W, a distance of 241.05 feet to a point of curvature;
- 4) Northwesterly along a curve to the left having a radius of 60.00 feet an arc distance of 93.19 feet to a point;
- 5) N-14°-17'-50"-W, a distance of 60.00 feet to a point on a curve;
- 6) Northeasterly along a curve to the left having a radius of 60.00 feet and arc distance of 93.94 feet to a point, said curve having a chord bearing of N-30°-13'-15"-E and chord distance of 84.64 feet;
- 7) N-75°-59'-10"-E, a distance of 60.00 feet to a point;
- 8) N-12°-40'-54"-W, a distance of 239.78 feet to a point;
- 9) S-77°-19'-06"-W, a distance of 770.03 feet to a point;
- 10) N-21°-45'-11"-W, a distance of 197.76 feet to a point;
- 11) N-32°-07'-52"-W, a distance of 225.77 feet to a point;
- 12) N-89°-49'-30"-W, a distance of 161.00 feet to the east line of said Map Cover 2305;

THENCE: S-01°-06'-07"-E along the east line of said Map Cover 2305, a distance of 399.97 feet to the POINT or PLACE of BEGINNING, having an area of 22.748 acres be the same more or less.

## SCHEDULE B

### METES AND BOUNDS LEGAL DESCRIPTION OF THE EMERGENCY ACCESS EASEMENT AREA

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie, State of New York, being part of Lot 76, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows.

COMMENCING at the southeast corner of lands shown on a map of Pleasant Acres Subdivision Part III filed in the Erie County Clerk's Office under Map Cover 2305;

THENCE: S-01°-06'-07"-E, through the lands conveyed to Ciminelli Muir Woods LLC by deed recorded in the Erie County Clerk's Office in Liber 11307 of Deeds at page 4915 on a southerly extension of the east line of said Map Cover 2305, a distance of 867.36 feet to a point on the northerly line of the Lockport Expressway Section II:

THENCE: Northeasterly along said northerly line on a curve to the right having a radius of 6848.00 feet an arc distance of 52.59 feet, said curve having a chord bearing of N-70°-50'-38"-E and a chord distance of 52.59 feet to a point;

THENCE: Through said Ciminelli Muir Woods LLC lands, the following thirteen (13) courses and distances:

- 1) N-01°-06'-07"-W a distance of 21.01 feet to the POINT of BEGINNING;
- 2) N-01°-06'-07"-W a distance of 39.89 feet to a point;
- 3) N-88°-53'-42"-E a distance of 38.47 feet to a point on a curve;
- 4) Northeasterly along a curve to the left having a radius of 79.27 feet an arc distance of 27.99 feet, said curve having a chord bearing of N-23°-32'-44"-E and a chord distance of 27.85 feet to point of tangency;
- 5) N-14°-23'-34"-E a distance of 9.02 feet to a point of curvature;
- 6) Northeasterly along a curve to the right having a radius of 115.02 feet an arc distance of 31.41 feet to point of tangency;
- 7) N-30°-02'-28"-E a distance of 44.74 feet to a point;
- 8) S-59°-57'-32"-E a distance of 30.00 feet to a point;
- 9) S-30°-02'-28"-W a distance of 44.74 feet to a point of curvature;
- 10) Southwesterly along a curve to the left having a radius of 85.02 feet an arc distance of 23.22 feet to a point of tangency;
- 11) S-14°-23'-34"-W a distance of 9.02 feet to a point of curvature;
- 12) Southwesterly along a curve to the right having a radius of 114.98 feet an arc distance of 42.77 feet to a point;
- 13) Southwesterly along a curve to the left having a radius of 6868.00 feet an arc distance of 63.18 feet, said curve having a chord bearing of S-71°-22'-52"-W and a chord distance of 63.18 feet to the POINT or PLACE of BEGINNING, having an area of 5,090 square feet or 0.117 acre be the same more or less.



NOTE: UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF SECTION 7209 PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

SCHEDULE C

PLEASANT ACRES  
SUBDIVISION PART III  
MAP COVER 2305

POINT OF COMMENCING  
SE/COR MC 2305

CIMINELLI MUJR WOODS LLC  
(REPUTED OWNER)  
L-11307, P-48915  
SBL 40.08-3-1.111

| No. | BEARING     | DISTANCE | LENGTH | RADIUS   | CHD. BRNG.  | CHD. DIST. |
|-----|-------------|----------|--------|----------|-------------|------------|
| 1   | N01°06'07"W | 21.01'   |        |          |             |            |
| 2   | N01°06'07"W | 39.89'   |        |          |             |            |
| 3   | N88°53'42"E | 38.47'   |        |          |             |            |
| 4   |             |          | 27.99' | 79.27'   | N23°32'44"E | 27.85'     |
| 5   | N14°23'34"E | 9.02'    |        |          |             |            |
| 6   |             |          | 31.41' | 115.02'  |             |            |
| 7   | N30°02'28"E | 44.74'   |        |          |             |            |
| 8   | S59°57'32"E | 30.00'   |        |          |             |            |
| 9   | S30°02'28"W | 44.74'   |        |          |             |            |
| 10  |             |          | 23.22' | 85.02'   |             |            |
| 11  | S14°23'34"W | 9.02'    |        |          |             |            |
| 12  |             |          | 42.77' | 114.98'  |             |            |
| 13  |             |          | 63.18' | 6868.00' | S71°22'52"W | 63.18'     |

PROPOSED ACCESS & DRAINAGE EASEMENT 'A'  
S 01°06'07" E 867.36'

PROPOSED EMERGENCY ACCESS EASEMENT

PROPOSED EMERGENCY ACCESS EASEMENT  
5,090 SQ. FT.  
(0.117± ACRE)

L=52.59'  
R=6848.00' (CHD.)  
N70°50'38"E (CHD.)  
52.59'

R=6848.00'  
L=320.18'

970.22' M

N 75°02'22" E

MAP OF

PROPOSED EMERGENCY ACCESS EASEMENT  
BEING PART OF LOT 76, TOWNSHIP 12, RANGE 7  
HOLLAND LAND SURVEY

TOWN OF AMHERST, ERIE COUNTY, NEW YORK



GPI ENGINEERING, LANDSCAPE  
ARCHITECTURE & SURVEYING, LLP  
ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE  
4800 CROMBIE STREET, SUITE 100  
BUFFALO, NEW YORK 14225  
(716) 633-4844 FAX 633-4840

Job No. 2013062.A & D Date: OCTOBER 23, 2021  
Scale 1" = 100'

**Record and Return To:**  
**Box 460 – Hopkins Sorgi & McCarthy**  
**Attn: Sean Hopkins, Esq.**

**TOWN OF AMHERST NON-EXCLUSIVE PARKING EASEMENT**

**THIS NON-EXCLUSIVE PARKING EASEMENT** made the \_\_\_\_ of December, 2021 is being entered into between **AMHERST NY PROPERTIES KP6, LLC**, a limited liability company organized under the laws of the State of Delaware, having its office at 1301 S. Capital of Texas Highway, Building B – Suite 201, Austin, Texas 78746 (hereinafter referred to as “**GRANTOR**”) and the **TOWN OF AMHERST**, a municipal corporation of the State of New York, having its principal office in the Amherst Municipal building, 5583 Main Street, Williamsville, New York 14221 (hereinafter referred to as the “**TOWN**”).

**WITNESSETH**

WHEREAS, Amherst NY Properties KP6, LLC is the owner of approximately 22.748 acres of land situated in the Town of Amherst, County of Erie and State of New York, being part of Lots 70 & 76, Township 12, Range 7 of the Holland Land Company’s Survey as more particularly described in the metes and bounds legal description attached hereto as **Schedule “A”** (hereinafter referred to the “**Subject Parcel**”); and

WHEREAS, during its meeting held on April 15, 2021, the Town of Amherst Planning Board (“**Planning Board**”) granted Site Plan Approval for the development of Parcel 1 as student housing project (hereinafter the “**Project**”); and

WHEREAS, the Site Plan for the Project as approved by the Planning Board on April 15, 2021 depicts a recreational trail bisecting the Subject Parcel and includes parking spaces that will be accessible on a non-exclusive basis to the public for the purpose utilizing the recreational trail; and

WHEREAS, in connection with the Site Plan review process for the Project, the TOWN requested a non-exclusive easement be conveyed to the Town to allow non-exclusive public use of certain specified limited number of parking spaces as depicted on the approved Site Plan to be installed directly to the north and northeast of the northerly extension of John James Audubon Parkway for the purpose of the public being provided with a means of access to the recreational trail be installed on a portion of the Subject Parcel; and

NOW, THEREFORE, IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) paid by the TOWN, the receipt of which is hereby acknowledged and other good and valuable consideration, the GRANTOR and the TOWN agree as follows:

1. **RECITALS**. The Recitals are incorporated herein by reference thereto.
2. **NON-EXCLUSIVE PUBLIC PARKING EASEMENT**. Subject to the terms and conditions hereof, the GRANTOR hereby grants unto the TOWN a permanent non-exclusive right and easement for to allow non-exclusive public use of certain specified limited number of parking spaces as depicted on the approved Site Plan that are to be installed directly to the north and northeast of the northerly extension of John James Audubon Parkway for the purpose of the public being provided with a means of access to the recreational trail be installed on a portion of the Subject Parcel as described in the legal description attached hereto as **Schedule B** (hereinafter the “**Easement Area**”) and labelled as “PROPOSED PUBLIC ACCESS EASEMENT on the exhibit map prepared by GPI Engineering, Landscape Architecture & Surveying, LLP dated October 23, 2021 attached hereto as **Schedule C**. The Grantor shall be responsible at all times for maintenance of the parking spaces that will be accessible on a non-exclusive basis to the public that will be installed in the Easement Area. The Grantor reserves the right to establish reasonable rules and regulations and to install appropriate signage with respect to the non-exclusive use of the parking spaces to be installed in the Easement Area.
3. **REIMBURSEMENT AND INDEMNITY**. The TOWN shall defend, indemnify and hold harmless the GRANTOR, its members, managers, employees, agents and independent contractors, from any and all claims or causes of action arising out of the use of the Easement Area

by the TOWN, including its employees, agents or its contractors or any other third parties acting under the direction of the TOWN.

4. **NON-EXCLUSIVITY.** The GRANTOR, and its successors, agents, employees, tenants and invitees shall retain the right to use the parking spaces to be accessible to the public on a non-exclusive basis in the Easement Area for its own purposes.

5. **NO DEDICATION.** Nothing contained in this Easement shall be deemed to constitute a gift or dedication of any portion of the Easement Area or any portion of the Subject Parcel to the general public or for a public purpose whatsoever, it being the intention of the parties that the non-exclusive easement shall be strictly limited to and for the purpose expressed herein.

6. **RUNNING WITH THE LAND.** The rights and easements herein established for the benefit of the TOWN shall run with, and be appurtenant to, title to the Subject Parcel and shall be burdens upon the Subject Parcel, shall run with title to the Subject Parcel, and shall bind the GRANTOR and the GRANTOR's successors-in-title to the Subject Parcel. The non-exclusive easement and obligations created hereunder shall be specifically enforceable in a court of equity, it being agreed by the parties hereto for themselves and their respective successors, successor-in-title and assigns, that an action for damages would not be an adequate remedy for a breach of this Agreement.

7. **EXTENT OF LIABILITY.** The owner of the Subject Parcel shall be liable hereunder only for obligations which arise during the period such person or entity own such Subject Parcel. Upon the transfer, assignment, or conveyance by such owner(s) of all of its right, title, and interest in and to such Subject Parcel, such owner shall have no further liability hereunder for any matter arising subsequent to such transfer, and the transferee of such owner shall thereupon become liable for all such obligations which arise while such transferee owns the Subject Parcel.

8. **CONTINUATION NOTWITHSTANDING BREACH.** It is expressly agreed that no breach of this Agreement shall entitle any party hereto to cancel, rescind or otherwise terminate this Agreement, except as otherwise expressly provided herein. Such limitation, however, shall not affect in any manner any other rights or remedies which such party may have hereunder by reason of such breach.

9. **NOTICES.** All notices, requests, demands or other communications hereunder shall be in writing and shall be delivered by personal delivery, overnight mail or delivery service, or United States registered or certified mail, return receipt requested, postage prepaid, addressed to: (i) TOWN at 5583 Main Street, Williamsville, NY 14221, Attn: Town Attorney's Office; (ii) to GRANTOR at 1301 S. Capital of Texas Hwy, Building B, Suite 201, Austin, TX 78746, Attn: Lorin Combs; or, if any property is no longer owned by the named parties herein to (iii) to the owner(s) of the Subject Parcel at the mailing address reflected on the tax records of the Town of Amherst or to such other address as any party may from time to time designate by notice in writing to the other parties. Any such notice, request, demand or communication shall be deemed to have been given, with respect to personal delivery, on the date of delivery; with respect to overnight mail, one (1) business day after deposit with the overnight mail/delivery service; and with respect to United States registered or certified mail, three (3) business days after deposit with the United States Postal Service. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section shall constitute delivery.

10. **ESTOPPEL CERTIFICATE.** Upon the written request of any party hereto, the other party shall issue to any party designated by the requesting party an appropriate certificate certifying whether the party to whom the request is made knows of any default under this Agreement or of any assignment, modification or amendment to this Agreement (and the nature and extent of any such default or other known matter) and whether, to that party's knowledge, this Agreement is in full force and effect. The certificate may be relied upon by a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary and shall constitute a waiver of any claim by the certifying party based upon facts contrary to the certificate of which that party had knowledge at the time of making the certificate. The certificate shall not subject the party furnishing the certificate to any liability for any inaccurate statement which such party in good faith believed was correct when made or any obligation to correct or disclose any change in the information certified.

11. **SEVERABILITY:** All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this Agreement valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remainder of this Agreement or the application of such term, provision, covenant or agreement to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

12. **ENTIRE AGREEMENT** This Agreement and the exhibits attached hereto contain the entire agreement between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and exhibits hereto. This Agreement may not be amended or modified except by a written document approved and executed by the parties hereto.

13. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

14. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK  
SIGNATURES ON FOLLOWING PAGE]







SCHEDULE A

METES AND BOUNDS LEGAL DESCRIPTION OF SUBJECT PARCEL:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie, State of New York, being part of Lots 70 & 76, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows.

BEGINNING at the southeast corner of lands shown on a map of Pleasant Acres Subdivision Part III filed in the Erie County Clerk's Office under Map Cover 2305;

THENCE: S-01°-06'-07"-E, through the lands conveyed to Ciminelli Muir Woods LLC by deed recorded in the Erie County Clerk's Office in Liber 11307 of Deeds at page 4915 on a southerly extension of the east line of said Map Cover 2305, a distance of 867.36 feet to a point on the northerly line of the Lockport Expressway Section II:

THENCE: along said northerly line the following two (2) courses and distances:

- 1) Northeasterly along a curve to the right having a radius of 6848.00 feet an arc distance of 320.18 feet to a point of tangency, said curve having a chord bearing of N-71°-57'-48"-E and chord distance of 320.15 feet;
- 2) N-75°-02'-22" E a distance of 903.15 feet to a point;

THENCE: Through the lands conveyed to Ciminelli Muir Woods LLC by deed recorded in the Erie County Clerk's Office in Liber 11307 of Deeds at page 4915 the following twelve (12) courses and distances:

- 1) N-14°-57'-38"-W, a distance of 43.11 feet to a point;
- 2) N-32°-17'-15"-E, a distance of 40.01 feet to a point;
- 3) N-15°-55'-54"-W, a distance of 241.05 feet to a point of curvature;
- 4) Northwesterly along a curve to the left having a radius of 60.00 feet an arc distance of 93.19 feet to a point;
- 5) N-14°-17'-50"-W, a distance of 60.00 feet to a point on a curve;
- 6) Northeasterly along a curve to the left having a radius of 60.00 feet and arc distance of 93.94 feet to a point, said curve having a chord bearing of N-30°-13'-15"-E and chord distance of 84.64 feet;
- 7) N-75°-59'-10"-E, a distance of 60.00 feet to a point;
- 8) N-12°-40'-54"-W, a distance of 239.78 feet to a point;
- 9) S-77°-19'-06"-W, a distance of 770.03 feet to a point;
- 10) N-21°-45'-11"-W, a distance of 197.76 feet to a point;
- 11) N-32°-07'-52"-W, a distance of 225.77 feet to a point;
- 12) N-89°-49'-30"-W, a distance of 161.00 feet to the east line of said Map Cover 2305;

THENCE: S-01°-06'-07"-E along the east line of said Map Cover 2305, a distance of 399.97 feet to the POINT or PLACE of BEGINNING, having an area of 22.748 acres be the same more or less.

SCHEDULE B

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie, State of New York, being part of Lots 70 & 76, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows.

COMMENCING at the southeast corner of lands shown on a map of Pleasant Acres Subdivision Part III filed in the Erie County Clerk's Office under Map Cover 2305;

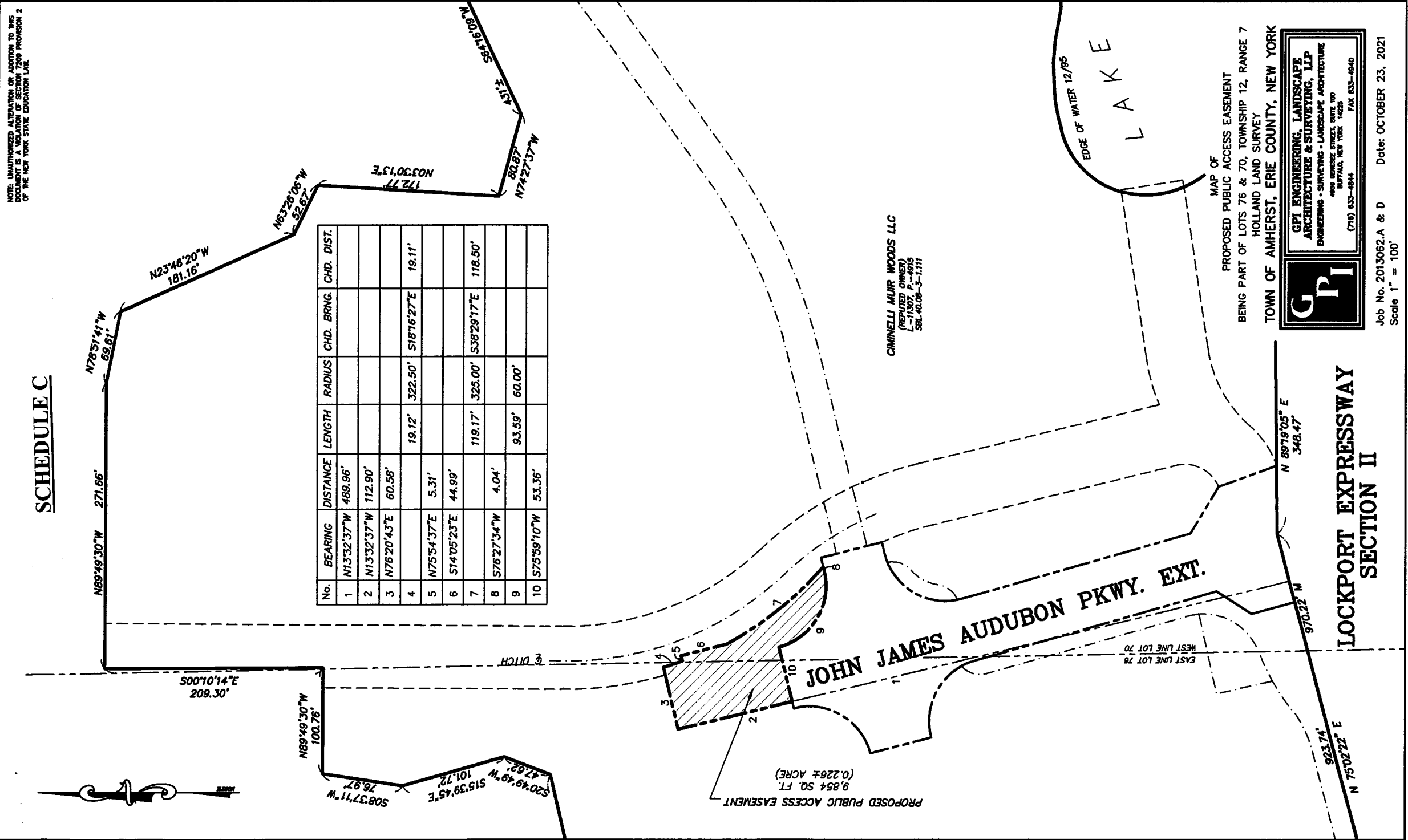
THENCE: S-01°-06'-07"-E, through the lands conveyed to Ciminelli Muir Woods LLC by deed recorded in the Erie County Clerk's Office in Liber 11307 of Deeds at page 4915 on a southerly extension of the east line of said Map Cover 2305, a distance of 867.36 feet to a point on the northerly line of the Lockport Expressway Section II:

THENCE: along said northerly line the following two (2) courses and distances:

- 1) Northeasterly along a curve to the right having a radius of 6848.00 feet an arc distance of 320.18 feet to a point of tangency;
- 2) N-75°-02'-22" E a distance of 923.74 feet to a point;

THENCE: Through said Ciminelli Muir Woods LLC lands, the following ten (10) courses and distances:

- 3) N-13°-32'-37"-W a distance of 489.96 feet to the POINT of BEGINNING;
- 4) N-13°-32'-37"-W a distance of 112.90 feet to a point;
- 5) N-76°-20'-43"-E a distance of 60.58 feet to a point on a curve;
- 6) Southeasterly along a curve to the left having a radius of 322.50 feet an arc distance of 19.12 feet, said curve having a chord bearing of S-18°-16'-27"-E and a chord distance of 19.11 feet to point;
- 7) N-75°-54'-37"-E a distance of 5.31 feet to a point;
- 8) S-14°-05'-23"-E a distance of 44.99 feet to a point on a curve;
- 9) Southeasterly on a curve to the left having a radius of 325.00 feet an arc distance of 119.17, said curve having a chord bearing of S-38°-29'-17"-E and a chord distance of 118.50 feet to point;
- 10) S-76°-27'-34"-W a distance of 4.04 feet to a point of curvature;
- 11) Northwesterly along a curve to the right having a radius of 60.00 feet an arc distance of 93.59 feet to a point;
- 12) S-75°-59'-10"-W a distance of 53.36 feet to the POINT or PLACE of BEGINNING, having an area of 9,854 square feet or 0.226 acre be the same more or less.




**Amherst Town Board**

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Town Attorney  
 Initiated by: **Stanley J. Sliwa**  
 Co-Sponsored by:

DOC ID: 25298

**RESOLUTION 2022-94****ADOPTED AS AMENDED**

## Agreement with Buffalo Homecare Inc. - Test to Stay Testing Site (CRS# 3124)

### AGENDA ITEM : JANUARY 18<sup>TH</sup>, 2022

**TO: Town Board**

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

**DATE: January 12, 2022**

**RE: Agreement With Buffalo Homecare Inc. (CRS# 3124)  
 Test To Stay Testing Site  
 (Williamsville Central School District)**

Kindly adopt a resolution authorizing the Supervisor to execute an agreement with Buffalo Homecare Inc. to utilize a Town-owned facility provide Test To Stay testing services for the Williamsville Central School District: (1) pending review and approval by counsel or other individual so designated by the Williamsville Central School District; (2) pending final review and approval by counsel or other individual so designated by Buffalo Homecare Inc.; (3) pending final review and approval by the Town Attorney; and (4) pending successful completion of the Contract Routing System.

SJS:nmb

c: Tim Koller, Deputy Town Clerk (**Agenda Item - January 18, 2022**)

### 1/18/2022

A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion to amend was made by Deputy Supervisor Berger, seconded by Councilmember Szukala and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

**FINANCIAL IMPACT:**

TBD

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED AS AMENDED [UNANIMOUS]</b> |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor            |
| <b>SECONDER:</b> | Jacqueline Berger, Deputy Supervisor  |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala  |




**Amherst Town Board**

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Building/Building Maintenance  
 Initiated by: **Mark S. Berke**  
 Co-Sponsored by:

DOC ID: 25225

**RESOLUTION 2022-95**
**ADOPTED**

## Treatment for Bee/Wasp/Hornet CRS #3090

Please authorize the Supervisor to sign contract between Town of Amherst and Amherst Exterminators (Formerly Good Riddance Pest Control, LLC) 300 International Drive, Suite 100 Williamsville, NY 14221.

**1/18/2022**

Consent

**FINANCIAL IMPACT:**

A1620 - 4220 under \$5000.00

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |



November 30, 2021

Town of Amherst  
Mr. Rick Lennox  
5583 Main Street  
Williamsville, NY 14221

Mr. Lennox,

Amherst Exterminators purchased Good Riddance Pest Control on 10/8/2021. As a part of this purchase we have acquired all of their existing contracts. Amherst Exterminators will honor and abide by the terms of the original contract awarded to Good Riddance Pest Control.

Attached are three signed (blue ink) copies of the Addendum and three signed (blue ink) and notarized copies of the Iran Act Divestment Certification. Insurance certificates were all previously emailed.

All invoices and service reports will be sent via email, please provide us with the correct email address to submit these documents to insure proper payment. Invoices will come from our office manager Gina Drummond, who can be contacted with any billing questions.

Please let us know if you require any additional information. We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rick Crandall", is written over the printed name.

Rick Crandall  
Amherst Exterminators

Attachment: Amherst Exterminators Contract (RES-2022-95 : Treatment for Bee/Wasp/Hornet CRS #3090)

### Addendum to Contract Minor Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.
2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.
3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.
4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.
  - (a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.
  - (b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than \$1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and \$2,000,000.00 aggregate
  - (c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.
  - (d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis.



5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

- (a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
- (b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
- (c) Affirmative action as required by the Labor Law.
- (d) Prevention of dust hazard required by Labor Law Section 222-a.
- (e) Preference in employment of persons required by Labor Law Section 222.
- (f) Eight-hour workday as required by Labor Law Section 220(2).
- (g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
- (h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

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:

Amherst Exterminators

Print Name of Company

By:

[Signature]

Signature

Rick Crandall

Printed name

Date:

11/29/21

Agreed to and Accepted by:

**Town of Amherst**

By:

Brian J. Kulpa, Supervisor

Date:



### 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: Amherst Exterminators  
 Signature: [Signature]  
 Print Name: Rick Crandall  
 Title: Owner  
 Date: 11/24/21

JASON T. DECHARD  
 Notary Public, State of New York  
 No. 01DE6098374  
 Qualified in Chautauqua County  
 Commission Expires Sept. 8, 2023

Sworn To Before Me This

29<sup>th</sup> Day of November, 2021

[Signature]  
 Notary Public



COMPFES-01

12.D.1.a

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                            |                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PRODUCER License # 1009544<br>Lawley-Tradition<br>3988 Vineyard Drive<br>Dunkirk, NY 14048 | CONTACT NAME: Samantha J Eggert, ACSR, CIC<br>PHONE (A/C, No, Ext): (716) 673-6230 6230 FAX (A/C, No): (716) 672-3497<br>E-MAIL ADDRESS: seggert@lawleyinsurance.com |
| INSURED<br><br>Amherst Exterminators<br>PO Box 9<br>Lake View, NY 14085                    | INSURER(S) AFFORDING COVERAGE<br>INSURER A : Michigan Millers Mutual Ins Co NAIC # 14508<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>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        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | X         | X        | C 0537192     | 5/31/2021               | 5/31/2022               | EACH OCCURRENCE \$ 1,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100<br>MED EXP (Any one person) \$ 5<br>PERSONAL & ADV INJURY \$ 1,000<br>GENERAL AGGREGATE \$ 3,000<br>PRODUCTS - COMP/OP AGG \$ 3,000<br>PESTICIDE HERBI \$ 1,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                      | X         | X        | V0510972      | 5/31/2021               | 5/31/2022               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                        |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                            | X         | X        | C 0537192     | 5/31/2021               | 5/31/2022               | EACH OCCURRENCE \$ 1,000<br>AGGREGATE \$ 1,000                                                                                                                                                                                               |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/><br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                |           | N/A      |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                             |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Amherst is additional insured on a primary and non contributory basis, as required by written contract, to the extent provided by forms MM CA 81-19 & CG 1078N 01-14 - attached.

## CERTIFICATE HOLDER

## CANCELLATION

Town of Amherst  
5583 Main Street  
Williamsville, NY 14221

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

AUTHORIZED REPRESENTATIVE



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## COMMERCIAL AUTO CONNECT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

### SCHEDULE

| Description                                                        | Limit Of Insurance        | Page |
|--------------------------------------------------------------------|---------------------------|------|
| Accidental Discharge of Airbag                                     | Included                  | 4    |
| Audio, Visual and Data Electronic Equipment                        | \$5,000                   | 4    |
| Blanket Additional Insured-Required Under Written Contract         | Included                  | 2    |
| Blanket Waiver of Subrogation When Required Under Written Contract | Included                  | 6    |
| Broad Form Insured                                                 | Included                  | 1    |
| Care, Custody or Control-Property of Passengers                    | Included                  | 2    |
| Drive Other Car-Broadened for Executive Officers                   | Included                  | 5    |
| Duties in the Event of an Accident, Claim, Suit, or Loss           | Included                  | 6    |
| Employee as Lessor                                                 | Included                  | 2    |
| Employees As Insureds                                              | Included                  | 2    |
| Extra Expense-Stolen Vehicle                                       | Included                  | 4    |
| Glass Breakage                                                     | Included                  | 3    |
| Hired Auto Physical Damage                                         | \$75,000                  | 3    |
| Lessor-Additional Insured and Loss Payee                           | Included                  | 5    |
| Limited Fellow Employee                                            | Included                  | 2    |
| Loss Of Use Expense                                                | \$1,500 Per Loss          | 3    |
| Multiple Deductible Protection                                     | Included                  | 4    |
| Non-Owned Auto Waiver of Subrogation                               | Included                  | 6    |
| Personal Effects                                                   | \$1,000                   | 4    |
| Supplementary Payments                                             | \$2,500/\$500 Per Day     | 2    |
| Tapes, Records, and Discs                                          | \$250                     | 4    |
| Towing                                                             | Included/\$250 ded.       | 3    |
| Transportation Expenses/Rental Reimbursement Expenses              | \$50 per day/\$1,500 max. | 3    |
| Unintentional Failure to Disclose Hazards                          | Included                  | 6    |

The terms and conditions of this policy are amended as indicated below:

**I. SECTION II – LIABILITY COVERAGE of the BUSINESS AUTOMOBILE COVERAGE FORM is amended as follows:**

**A. BROAD FORM INSURED**

Paragraph 1. Who Is An Insured of A. Coverage, the following are added as "insureds" to this policy:

- a. Any subsidiary which is a legally incorporated entity in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the "Insured" does not include any subsidiary that is an

"insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

- b. Any organization that is newly acquired or formed by you during the policy period and over which you maintain more than 50% ownership. However, the "Insured" does not include any newly formed or acquired organization:
  1. That is a joint venture or partnership;

2. That is an "insured" under any other valid and collectible automobile policy;
3. That has exhausted its Limit of Insurance under any other valid and collectible automobile policy; or
4. That has been acquired or formed by you for more than 180 days, or after the end of the policy period, unless you have given us notice of the acquisition or formation.

#### B. EMPLOYEES AS INSURED

For Covered "Autos", Paragraph **1. Who Is An Insured** of **A. Coverage**, the following is added as "insureds" to this policy:

Any of your employees while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

#### C. BLANKET ADDITIONAL INSURED – REQUIRED UNDER WRITTEN CONTRACT

Paragraph **1. Who Is An Insured** of **A. Coverage**, the following are added as "insureds" to this policy:

Any person(s), organization(s) or governmental entity with respect to the operation, maintenance, or use of a covered "auto" is also an "insured", if in order to comply with the terms of a written "insured contract" or written agreement you are required that such person(s), organization(s) or governmental entity be included as an "insured" on your policy. This does not apply when such a contract or agreement:

- a. Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or
- b. Is executed after the date of loss;

Provision **C. b.** above does not apply if:

- (1) The terms and conditions of the written "insured contract" had been agreed upon prior to the "accident" or "loss"; and
- (2) You can definitively establish that the terms and conditions of the written "insured contract" ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

#### D. EMPLOYEE AS LESSOR

Under Paragraph **1. Who Is An Insured** of **A. Coverage**, the following are added as "insureds" to this policy:

1. Any "auto" described in the Schedule of Covered Autos You Own will be considered a covered "auto" you own and not a covered "auto" you hire, borrow or lease under the coverage for which it is a covered "auto".
2. While any covered "auto" described in the Schedule of Covered Autos You Own is leased to you by one of your "employees", Who Is An Insured is changed to include that "employee" as an "insured".

#### E. SUPPLEMENTARY PAYMENTS

Under Paragraph **2. Coverage Extensions**, **a. Supplementary Payments** paragraphs **a.(2)** and **a.(4)** of **A. Coverage** are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased to \$2,500; and
2. In **a.(4)**, the limit for the actual loss of earnings is increased to \$500 per day.

#### F. LIMITED FELLOW EMPLOYEE COVERAGE

Paragraph **B.5. Exclusions – Fellow Employee**, does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. The insurance provided under this provision is excess over any other valid and collectible insurance.

#### G. CARE, CUSTODY OR CONTROL – PROPERTY OF PASSENGERS

Under **B.6. Exclusions – Care, Custody Or Control**, the following paragraph is added:

Liability coverage for a covered "auto" is changed as follows:

The Care, Custody or Control exclusion does not apply to "property damage" to or "covered pollution cost or expense" involving property of the "insured's" passengers while such property is carried by the covered "auto".

#### II. SECTION III – PHYSICAL DAMAGE COVERAGE of the BUSINESS AUTOMOBILE COVERAGE FORM is amended as follows:



## A. HIRED AUTO PHYSICAL DAMAGE COVERAGE

Under **A. Coverage**, paragraph 1., the following is added:

### d. Physical Damage – Hired Cars

If hired “autos” are covered “autos” for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision Coverages are provided under this Coverage Form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire, subject to the following limit:

The most we will pay for any one “accident” or “loss” to any hired “auto” is the lesser of the actual cash value of the hired “auto” or the cost to restore the hired “auto” to its “pre-accident physical condition”, minus a deductible, up to a maximum limit of insurance of \$75,000. The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. No deductible applies to “loss” caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other valid and collectible insurance that has been purchased for the specific purpose of applying as primary to a hired auto. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

If symbol 8 is listed on the Covered Autos section of the policy declarations page as applying to any of the physical damage coverages, then the Hired Auto Physical Damage Coverage described on this form does not apply.

## B. TOWING

Under **A. Coverage. 2. Towing**, is deleted and replaced with the following:

We will pay towing and associated labor costs each time a covered “auto” is disabled. Autos which are disabled do not include stolen vehicles. All labor must be performed at the place of disablement. For all types of “autos”, the Limit of Insurance is \$250 per disablement.

If the “auto” is of the private passenger type, there will be no deductible. However, if the “auto” is not a private passenger type, Towing coverage will only apply after application of a \$250 deductible. The deductible will not reduce the Towing coverage Limit of Insurance.

12.D.1.a

## C. GLASS BREAKAGE

The following paragraph is added to **A. Coverage 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**:

Any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced. If the glass must be replaced and there is no other damage associated with the “loss”, the deductible will be waived.

## D. COVERAGE EXTENSIONS

Paragraph **4. Coverage Extensions** of **A. Coverage** is replaced by the following:

### 4. Coverage Extensions

#### a. Transportation Expenses/Rental Reimbursement Expenses

We will pay up to \$50 per day to a maximum of \$1,500 for temporary expenses incurred by you because of “loss” to a covered “auto”. We will pay only for those covered “autos” for which you carry Comprehensive, Specified Cause of Loss or Collision Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, when the covered “auto” is returned to use or we pay for its “loss”.

#### b. Loss Of Use Expense

For Hired Auto Physical Damage, we will pay expenses for which an “insured” becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

1. Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered “auto”;

Attachment: Amherst Exterminators Contract (RES-2022-95 : Treatment for Bee/Wasp/Hornet CRS #3090)



2. Specified Causes of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

3. Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$1,500 per "loss".

**c. Extra Expense – Stolen Vehicle**

We will pay for actual amounts expended to return a stolen covered "auto" to you up to a maximum of the actual cash value of the stolen covered "auto".

**d. Personal Effects Coverage**

We will pay up to \$1,000 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto". No deductible applies to this coverage.

**E. TAPES, RECORDS, AND DISCS COVERAGE**

Under paragraph **B.4.Exclusions**, exclusion **4.a.** is deleted in its entirety.

The following is added to Paragraph **A. Coverage**:

1. Under Comprehensive Coverage, we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- a. Are your property or that of a family member; and
- b. Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$250.

2. No Physical Damage Coverage deductible applies to this coverage.

**F. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE** **12.D.1.a**

The following is added to **Exclusions**, Paragraph **B.3.**:

The accidental discharge of an airbag shall not be considered mechanical breakdown if it occurs in a covered "auto" for which Comprehensive coverage is purchased. This provision does not apply to "autos" you hire with a driver and it is excess over any valid and collectible warranty.

**G. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE**

The following is amended:

The sub-limit in Paragraph **C.2.** of the Limit of Insurance applicable to all electronic equipment that reproduces, receives or transmits audio, visual or data signals is increased to \$5,000.

**H. MULTIPLE DEDUCTIBLE PROTECTION**

The following is added to Paragraph **D. Deductible**:

1. Whenever a covered tractor and trailer are each damaged in the same "loss" while operating as a combined tractor and trailer unit, only one deductible shall apply to the "accident". The larger of the two deductibles shall apply.
2. When any occurrence results in a "loss" under more than one policy or coverage form issued by us, only one deductible shall apply to all damages arising from such an occurrence. Only the largest deductible of the applicable Coverage form(s) will apply to such "loss".
3. In no event will the deductible amount ever be greater than the amount that would have applied without this provision.

**III. SECTION II – LIABILITY COVERAGE and SECTION III – PHYSICAL DAMAGE COVERAGE of the BUSINESS AUTOMOBILE COVERAGE FORM are amended as follows:**

**A. DRIVE OTHER CAR COVERAGE – BROADENED FOR EXECUTIVE OFFICERS**

**1. Changes In Liability Coverage**

- a. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any "executive officer" or by his or her spouse while a resident of the same household except:

(1) Any "auto" owned by that "executive officer or by any member of his or her household.

(2) Any "auto" used by that "executive officer" or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

- b. The following is added to **Who Is An Insured**:

Any "executive officer" and his or her spouse, while a resident of the same household are "insureds" while using any covered "auto" described in above Paragraph **A.1**.

## 2. Changes In Auto Medical Payments And Uninsured And Underinsured Motorists Coverages

The following is added to **Who Is An Insured**:

Any "executive officer" and his or her "family members" are "insureds" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that "executive officer" or by any "family member".

## 3. Changes In Physical Damage Coverage

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of an "executive officer" or his or her spouse while a resident of the same household except:

a. Any "auto" owned by that "executive officer" or by any member of his or her household.

b. Any "auto" used by that "executive officer" or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

## 4. Additional Definition

As used in this section:

a. "Family member" means a person related to the "executive officer" by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

b. "Executive officer" means a person holding any of the officers positions created by your charter, constitution, bylaws or any other similar governing document.

## B. LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

### 1. Coverage

a. Any "leased auto" designated or described in the Schedule of Covered Autos You Own will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

b. For a "leased auto" designated or described in the Schedule of Covered Autos You Own, **Who Is An Insured** is changed to include as an "insured" the lessor as shown in the Policy Interest Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

(1) You;

(2) Any of your "employees" or agents; or

(3) Any person, except the lessor of any other "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

c. The coverages provided under this section apply to any "leased auto" described in the Schedule of Covered Autos You Own until the expiration date shown in the lease agreement, or when the lessor or his or her agent takes possession of the "leased auto", whichever comes first.

### 2. Loss Payable Clause



- a. We will pay, as interest may appear, you and the lessor named for "loss" to a "leased auto".
- b. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- c. If we make any payment to the lessor, we will obtain his or her rights against any other party.

### 3. Cancellation

- a. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation provisions within this policy.
- b. If you cancel the policy, we will mail notice to the lessor.
- c. Cancellation ends this agreement.

- 4. The lessor is not liable for payment of your premiums.

### 5. Additional Definition

As used in this section:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

## IV. SECTION IV – BUSINESS AUTO CONDITIONS of the BUSINESS AUTOMOBILE COVERAGE FORM is amended as follows:

### A. Duties in the Event Of an Accident, Claim, Suit, or Loss

- 1. Your obligation in **Loss Condition A.2.a.** relative to notification requirements applies only when the "accident" or "loss" is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership;
  - c. A member, if you are a joint venture or limited liability company; or
  - d. An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture, or limited liability company.

### B. Unintentional Failure To Disclose Hazards

If you unintentionally fail to disclose a hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium due to us as a result of these undisclosed hazards in accordance with our filed rates and/or rules.

### C. Non-Owned Auto Waiver of Subrogation

We hereby waive any right of subrogation against any of your officers, directors, or employees which might arise by reason of any payment under the insurance afforded by the policy for the operation, maintenance, use, loading, or unloading of non-owned "autos". This waiver extends only to payments in excess of other valid and collectible insurance available to the officer, director, or employee.

### D. Blanket Waiver of Subrogation When Required Under Written Contract

The following is added to **5. Transfer of Rights of Recovery Against Others To Us:**

- 1. However, we waive any right of recovery we may have against a person, organization or government entity when you have waived such right of recovery under a written "insured contract" provided such written "insured contract" is:
  - a. Currently in effect or becoming effective during the term of this policy; and
  - b. Executed prior to the "accident" or "loss"; or executed after the "accident" or "loss" if:
    - (1) the terms and conditions of the written "insured contract" had been agreed upon prior to the "accident" or "loss"; and
    - (2) you can definitively establish that the terms and conditions of the written "insured contract" ultimately executed are the same as those which had been agreed upon to the "accident" or "loss".
- 2. Waiver of any rights of recovery as applies to government entities will apply to the extent permitted by law.

All policy provisions not in conflict with this endorsement shall continue to apply. This endorsement is a valid part of the policy when the form number is shown on the declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SPECIALTY SOLUTIONS - GENERAL LIABILITY PAK

This endorsement modified insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01)

### SUMMARY OF COVERAGES

| Description                                                    | Limit of Insurance                                           | Page |
|----------------------------------------------------------------|--------------------------------------------------------------|------|
| Abduction                                                      | \$50,000 per Abduction/\$50,000 Aggregate/\$1,000 deductible | 2    |
| Additional Insured – Broad Form Vendors                        | Included                                                     | 8    |
| Additional Insured – Lessor of Leased Equipment                | Included                                                     | 8    |
| Additional Insured – Managers or Lessors of Premises           | Included                                                     | 7    |
| Additional Insured – State or Political Subdivisions – Permits | Included                                                     | 7    |
| Additional Insureds by Written Contract                        | Included                                                     | 6    |
| Broad Form Property Damage                                     | \$25,000 Per Occurrence                                      | 2    |
| Broad Knowledge / Notice of Occurrence                         | Included                                                     | 8    |
| Damage To Premises Rented to You                               | \$300,000 Any One Premises                                   | 2    |
| Designated Location(s)-General Aggregate Limit                 | Included                                                     | 5    |
| Liberalization                                                 | Included                                                     | 9    |
| Medical and Dental Payments                                    | \$10,000 Medical Expense Limit                               | 2    |
| Mental Anguish                                                 | Included                                                     | 9    |
| Mobile Equipment                                               | Included                                                     | 9    |
| Non-Owned Watercraft                                           | 51 feet                                                      | 1    |
| Property Damage Liability – Borrowed Equipment                 | \$25,000 Occurrence / \$50,000 Aggregate                     | 6    |
| Property Damage Liability – Elevator and Sidetrack Agreement   | Included                                                     | 5    |
| Supplementary Payments Increased Limits                        |                                                              |      |
| Bail Bonds                                                     | \$2,500                                                      | 2    |
| Loss of Earnings per Day                                       | \$1,000                                                      | 2    |
| Waiver of Transfer of Rights Of Recovery Against Others to Us  | Included                                                     | 8    |

The terms and conditions of this policy are amended as indicated below:

#### I. Non-Owned Watercraft

**SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE,** Exclusion 2.g.(2) is revised as follows:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft.

This provision does not apply if the insured has any other insurance for "bodily injury" or "property damage" liability that would also be covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this provision does not provide any insurance.



## II. Damage To Premises Rented To You

Under **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE**, the last paragraph of **2. Exclusions** is deleted and replaced with the following:

Exclusions **c . through n .** do not apply to "Property Damage" to the premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage which is the greater of:

1. The Damage To Premises Rented To You Limit for Each Occurrence shown in the Declarations; or
2. \$300,000

Under **Section III – LIMITS OF INSURANCE**, paragraph **6 .** does not apply.

## III. Supplementary Payments

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A & B**, are revised as follows:

1. In paragraph **1.b .**, the limit of \$250 for bail bonds is increased to \$2,500.
2. In paragraph **1.d.**, the limit of \$250 for daily loss of earnings is increased to \$1,000.

## IV. Medical And Dental Payments

Under **SECTION I – COVERAGES, COVERAGE C. MEDICAL PAYMENTS**, if **COVERAGE C. MEDICAL PAYMENTS**, is not otherwise excluded from this Coverage Part:

1. The Medical Payments Limit is changed to the greater of:
  - a. \$10,000; or
  - b. The Medical Expenses Limit shown in the Declarations of this Coverage Part.
2. The provision, in **1.a.(3)(b)** that the expenses must be incurred and reported to us within one year of the date of the accident, is increased to three years.

## V. Broad Form Property Damage

Under **SECTION I – COVERAGE A**, Exclusion **2.j.** is amended as follows:

1. Paragraph **(3)** does not apply.
2. Paragraphs **(4)** and **(6)** do not apply to customer's property at your described premises.

We do not cover any property:

1. Subject to motor vehicle registration; or
2. While being used to perform construction operations.

Our limit for any one "occurrence" under this coverage provision is \$25,000.

The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS 4 .** Other Insurance is changed accordingly.

## VI. Abduction

The following is added under **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

### 1. Insuring Agreement

Subject to the limits, aggregate and deductible as stated in this endorsement, we agree to pay the insured for reasonable and necessary Covered Expenses, as listed below, incurred and paid by the insured or "Guardian(s)" as a direct result of an "abduction" occurring during the policy period and in the "coverage Territory", provided that such "abduction" is otherwise the subject of this endorsement hereunder. Payment of such Covered Expenses may continue until the earliest of the following unless otherwise stated:

- a. Up to fourteen (14) days after the recovery of the "Covered Individual(s)"; or
- b. Discovery of the death of the "Covered Individual(s)"; or
- c. Twelve (12) months after the date of the "abduction".

Covered Expenses include the following incurred expenses:

- a. Fees and expenses of any independent investigative services, provided that we have given prior consent to the use of such independent investigative services; and
- b. Reward to an "Informant" for information leading to the recovery of the "Covered Individual(s)" and the arrest and conviction of the party(ies) responsible for the "abduction"; and
- c. Fees and expenses of independent forensic analysts engaged by the insured or "Guardian(s)" with prior authorization from us; and
- d. Fees and expenses of public relations consultants to assist in the location of the "Covered Individual(s)"; and
- e. Publicity costs incurred solely and directly to assist in the resolution of an "abduction"; and
- f. Costs of travel and accommodations incurred by the insured or "Guardian(s)" while attempting to resolve an "abduction"; and
- g. Rest and rehabilitation expenses including travel, lodging and meals of the "Individual(s)" and "Guardian(s)" incurred by the "Guardian(s)" and paid by the insured following resolution of the loss covered hereunder. The total amount under this provision shall not exceed \$10,000 for any single loss; and
- h. Lost salary of "Guardian(s)", which is the amount of compensation paid at an annual rate including the average bonuses and commissions, that the "Guardian(s)" would normally have earned; and
- i. Fees for psychological or psychiatric counseling for the benefit of "Guardian(s)", or siblings of the "Covered Individual(s)" beginning on the date of recovery of the "Covered Individual(s)", until the earliest of the following:
  - (1) Up to three (3) months after the recovery or discovery of the death of the "Covered Individual(s)"; or
  - (2) Twelve (12) months after the date of the "abduction"; and
- j. Fees for psychological or psychiatric counseling for the benefit of "Covered Individual(s)" beginning on the date of recovery of the "Covered Individual(s)" and continuing up to twelve (12) months thereafter; and
- k. Medical services and hospitalization costs incurred for the "Covered Individual(s)" as a result of the "abduction" beginning on the date of recovery of the "Covered Individual(s)" and continuing up to twelve (12) months thereafter; and
- l. Funeral and burial expenses of "Covered Individual(s)" resulting from an "abduction".

## 2. Exclusions

We will not pay any expense(s) directly or indirectly caused or resulting from:

- a. The fraudulent, dishonest, or criminal acts of any Insured, any director or officer of the Insured, parents or "Guardian(s)" or agents thereof, whether acting alone or in collusion with others; or
- b. Any legal liability or costs of defense for administrative, regulatory, judicial or other claims hearings or lawsuits arising out of the "abduction"; or
- c. Payment of any "ransom" or demand for money.

## 3. For the purposes of the coverage provided by this provision, Paragraph **D. Liability And Medical Expenses Limits of Insurance** is amended as follows:

- a. The limits of Insurance shown on this Endorsement and the rules below fix the most that we will pay regardless of the number of:
  - (1) Insureds;
  - (2) Claims made or "suits" brought; or
  - (3) Persons or organizations making claims or bring "suits".
- b. The Aggregate Limit shown on this Endorsement is the most we will pay for all Covered Expenses for each policy period.  
All expenses arising from an act or series of related acts involving one or more persons or an act error or event or a series of related acts, errors or events shall be treated as arising out of one "abduction". However we will not pay for any loss resulting from an "abduction" which is part of a series of related acts that began prior to the effective date of this insurance.
- c. In no event will any expense claimed, incurred or paid under one "abduction" be recoverable under another "abduction".



- d. The "abduction" limit is included as part of the Limits of Insurance under the Liability and Medical Expenses Aggregate Limit.
4. For the purposes of the coverage provided by this provision, the following is added:

**a. Abduction Deductible**

We will not pay for loss in any one "abduction" until the amount of loss exceeds the deductible shown on this Endorsement. We will then pay the amount of loss in excess of the deductible up to the applicable Limit of Insurance as shown in this Endorsement. The deductible will not reduce the Limit of Insurance.

5. The following is added under **SECTION V – DEFINITIONS**

23. "Abduction" means the wrongful and illegal seizure of a "Covered Individual(s)", by someone other than a "Guardian(s)" or an agent thereof, from the "premises" of the insured or on any other premises while such "Covered Individual(s)" are under the control of the insured occurring during the policy period. "Abduction" as used in this endorsement does not include the actions of any official acting within their lawful authority.
24. "Covered Individual(s)" means individual(s) under the care, custody and control of the insured.
25. "Informant" means any person, other than a "Covered Individual", providing information not otherwise obtainable solely in return for a reward offered by the insured.
26. "Guardian(s)" means the natural and legal Parent(s) or legal and appointed Guardian, step-Parent(s) or foster Parent(s) of a "Covered Individual(s)" regardless of who has legal custody.
27. "Premises" means any place the insured conducts business.
28. "Ransom" means a consideration paid or demanded for the release of a "Covered Person" from captivity.

6. Under **SECTION IV-COMMERCIAL GENERAL LIABILITY CONDITIONS** the following is added:

**10. Additional Conditions**

- (1) In the event of an "abduction" during the Policy Period, the "Insured" will make every reasonable effort to:
- (a) Determine that the "abduction" has actually occurred prior to incurring costs; and
  - (b) Give immediate oral and written notice to us with periodic and timely updates concurrent with activity occurring during the incident; and
  - (c) Immediately notify local, national or other appropriate law enforcement agency having jurisdiction over the matter.

**11. Confidentiality**

The "Insured" will use all reasonable efforts not to disclose the existence of this Endorsement.

**12. Other Insurance**

The insurance under this Endorsement will be excess over any other valid insurance.

**13. Cooperation**

You must cooperate with us in all matters pertaining to this insurance as stated in its terms and conditions.

**14. Due Diligence**

You and every insured or "guardian" must exercise due diligence in doing all things reasonably practicable to avoid or diminish any loss covered under this insurance.

**VII. Property Damage Liability – Elevators And Sidetrack Agreements**

The following is added under **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** :

- 1. Exclusions j. (3), (4) and (6) do not apply to the use of elevators.
- 2. Exclusion k . does not apply to:
  - a. The use of elevators; or

- b. Liability assumed under a sidetrack agreement.

The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS 4 . Other Insurance** is changed accordingly.

#### VIII. Designated Location(s)-General Aggregate Limit

The following is added under **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A** (Section I), and for all medical expenses caused by accidents under **COVERAGE C** (Section I), which can be attributed only to operations at a single designated "location" shown in the Declarations:
  - a. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - b. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
    - (1) Insureds;
    - (2) Claims made or "suits" brought; or
    - (3) Persons or organizations making claims or bringing "suits".
  - c. Any payments made under **COVERAGE A**, for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" also shown in the Declarations.
  - d. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.
1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A** (Section I), and for all medical expenses caused by accidents under **COVERAGE C** (Section I), which cannot be attributed only to operations at a single designated "location" shown in the Declarations:
  - a. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  - b. Such payments shall not reduce any Designated Location Aggregate Limit.
2. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
3. The following is added under **SECTION V – DEFINITIONS**
  29. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
4. The provisions of Limits of Insurance (SECTION III) not otherwise modified by this coverage shall continue to apply as stipulated.



**IX. Property Damage Liability – Borrowed Equipment**

The following is added to Exclusion j. under **Coverage A** . (Section I):

Paragraph (4) of this exclusion does not apply to equipment which you borrow unless the “property damage” occurs while such equipment is being used by an insured at a job site.

Subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** , the maximum limit in any one occurrence is \$25,000 and an annual aggregate of \$50,000.

This insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to you, and **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS 4**. Other Insurance is changed accordingly.

**X. Additional Insureds By Written Contract**

**A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you are required to add as an additional insured to this policy by a written contract or written agreement that is:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the “bodily injury”, “property damage”, “personal and advertising injury”.

**B.** The insurance provided to the additional insured applies as follows:

1. That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
  - (a) Premises you own, rent, lease, or occupy or
  - (b) Your ongoing operations performed for the additional insured at the job indicated by written contract or agreement.
2. The limits of insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this policy whichever is less. These limits of insurance are inclusive of and not in addition to the limits shown in the Declarations.

**C. Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** , under 4. other insurance, is amended as follows:

The following is added to this provision:

1. Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance is primary.

**D.** With respect to the insurance afforded these additional insureds, the following additional insured exclusion applies:

1. If the additional insured is an architect, engineer, or surveyor, this insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury” arising out of the rendering of or the failure to render any professional services by or for you, including:
  - (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings, designs or specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.
2. The insurance afforded the additional insured does not apply to:
  - (a) “Bodily injury” or “property damage” occurring after:
    - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on the behalf of the additional insured(s) at the site of the covered operations has been completed; or
    - (2) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than the contractor or subcontractor engaged in performing operations for a principal as part of the same project.



**XI. Additional Insured – State or Political Subdivisions – Permits**

The following is added to **SECTION II – WHO IS AN INSURED** :

1. Any state or political subdivision which has issued a permit to you, subject to the following provisions:
  - a. This insurance applies only with respect to operations performed by you or on your behalf for which the state, governmental agency or political subdivision has issued a permit or authorization.
  - b. This insurance does not apply to:
    - (1) "Bodily injury", "property damage", "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
    - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**XII. Additional Insured – Managers Or Lessors of Premises**

The following is added to **SECTION II - WHO IS AN INSURED** :

1. Any manager or lessor of premises shown in the Declarations is also an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations and subject to the following additional exclusions:

The following exclusions are added:

1. This insurance does not apply to:
  - a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
  - b. Structural alterations, new construction or demolition operations performed by or on behalf of any manager or lessor of premises shown in the Declarations.

**XIII. Additional Insured – Lessor of Leased Equipment**

The following is added to **SECTION II - WHO IS AN INSURED** :

1. The person(s) or organization(s) who leases equipment to you for use in your business is also an insured, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**XIV. Additional Insured – Broad Form Vendors**

The following is added to **SECTION II - WHO IS AN INSURED** :

Any person(s) or organization(s) (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance is also an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of a vendor's business, subject to the following additional exclusions:

The insurance afforded the vendor does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection; demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests, or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (a) The exceptions contained in Sub-Paragraphs (4) or (6) ; or
- (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- a. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. This provision does not apply to any vendor included as an insured by an endorsement issued by us and made part of the Coverage Part.
- c. This provision does not apply if "bodily injury" or "property damage" included within the "products-complete hazards" is excluded either by the provisions of the Coverage Part or by endorsement.

#### **XV. Broad Knowledge/Notice Of Occurrence**

The following is added under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** :

The requirement in condition **2.a** . that you must see to it that we are notified of an "occurrence" or offense applies only when the "occurrence" or offense is known to:

- 1. You, if you are an individual;
- 2. A partner, if you are a partnership;
- 3. A member, if you are a joint venture;
- 4. An "Executive Officer" or insurance manager, if you are a corporation; or
- 5. A member, if you are a limited liability company.

The requirement in condition **2.b** . that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- 1. You, if you are an individual;
- 2. A partner, if you are a partnership;
- 3. A member, if you are a joint venture;
- 4. An "Executive Officer" or insurance manager, if you are a corporation; or
- 5. A member, if you are a limited liability company.

#### **XVI. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** , the paragraph **8. Transfer of Rights of Recovery Against Others To Us** condition is amended by the addition of the following:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and include in the "products – completed operations hazard" when you have waived such right of recovery under a written contract with that person or organization. Such written contract must be:

- 1. Currently in effect or becoming effective during the term of this policy; and
- 2. Executed prior to the "bodily injury", "property damage", "personal and advertising injury"; or
- 3. Executed after "bodily injury", "property damage", "personal and advertising injury" if:
  - a. The terms and conditions of the written contract or written agreement had been agreed upon prior to the "bodily injury", "property damage", "personal and advertising injury"; and
  - b. The insured can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "bodily injury", "property damage", "personal and advertising injury".



**XVII. Mental Anguish**

The definition of "bodily injury" in **SECTION V – DEFINITIONS** is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

**XVIII. Mobile Equipment**

The following is added under **SECTION V – DEFINITIONS**, 12. "Mobile Equipment":

Paragraph **f.(1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

**XIX. Liberalization**

With respect to coverage provided by this endorsement, if we adopt any revisions that would broaden the coverage under this endorsement without additional premium, the broadened coverage will apply to this policy. It will apply when the change becomes effective in your state.

All policy provisions not in conflict with this endorsement shall continue to apply. This endorsement is a valid part of the policy when the form number is shown on the declarations.

Attachment: Amherst Exterminators Contract (RES-2022-95 : Treatment for Bee/Wasp/Hornet CRS #3090)



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

|                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1a. Legal Name &amp; Address of Insured (use street address only)<br/>KENNETH DRUMMOND &amp; RICHARD CRANDALL DBA AMHURST EXTERMINATORS</p> <p>PO BOX 9<br/>LAKE VIEW, NY 14085</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p> | <p>1b. Business Telephone Number of Insured<br/>716-366-2120</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number<br/>161459410</p>                                                   |
| <p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p>                                                                                                                                                                                                                       | <p>3a. Name of Insurance Carrier<br/><b>ShelterPoint Life Insurance Company</b></p> <p>3b. Policy Number of Entity Listed in Box "1a"<br/>DBL168577</p> <p>3c. Policy effective period<br/>08/17/2021 to 08/16/2022</p> |

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 9/27/2021 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.





225 OAK STREET, BUFFALO, NEW YORK 14203-1685

| nysif.com

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 161459410  
 AMHERST EXTERMINATORS  
 PO BOX 9  
 LAKE VIEW NY 14085



SCAN TO VALIDATE  
AND SUBSCRIBE

**POLICYHOLDER**

AMHERST EXTERMINATORS  
 PO BOX 9  
 LAKE VIEW NY 14085

**CERTIFICATE HOLDER**

TOWN OF AMHERST  
 5583 MAIN STREET  
 WILLIAMSVILLE NY 14221

**POLICY NUMBER**  
 B1303 884-9

**CERTIFICATE NUMBER**  
 21433

**POLICY PERIOD**  
 08/19/2021 TO 08/19/2022

**DATE**  
 10/19/2021

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1303 884-9, 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](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 THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

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: 840152018



Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Kenneth J Drummond and Richard A Crandall DBA Amherst Exterminators, Comfort Pest Control, Buffalo Pest Control**

**2** Business name/disregarded entity name, if different from above  
**Amherst Exterminators**

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☒ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**P.O. Box 9**

**6** City, state, and ZIP code  
**Lake View, NY 14085**

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

|  |  |  |   |  |  |   |  |  |  |  |
|--|--|--|---|--|--|---|--|--|--|--|
|  |  |  | - |  |  | - |  |  |  |  |
|--|--|--|---|--|--|---|--|--|--|--|

**OR**

**Employer identification number**

|   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 6 | - | 1 | 4 | 5 | 9 | 4 | 1 | 0 |
|---|---|---|---|---|---|---|---|---|---|

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ► *Kina Drummond*

Date ► *1-14-21*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



## Amherst Town Board

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Building/Building Maintenance  
 Initiated by: **Mark S. Berke**  
 Co-Sponsored by:

DOC ID: 25254 A

### RESOLUTION 2022-96

**ADOPTED AS AMENDED**

## 2Nd Ammendment to Lisc Zombie 2.0 Grant CRS #2661

This Grant is being extended and funded through April of 2022. Please authorize the Supervisor to sign the contract between the Town of Amherst and LISC. Subject to successful completion of the CRS routing process.

### **1/18/2022**

A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Bucki. A motion to amend was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

### **FINANCIAL IMPACT:**

Total Funded for B3622 03826 is \$256,848.00

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED AS AMENDED [UNANIMOUS]</b> |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor            |
| <b>SECONDER:</b> | Jacqueline Berger, Deputy Supervisor  |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala  |





November 8, 2021

Brian Kulpa, Town Supervisor  
 Town of Amherst  
 5583 Main Street  
 Amherst, NY 14221

[bkulpa@amherst.ny.us](mailto:bkulpa@amherst.ny.us)

cc: Mark Berke, [mberke@amherst.ny.us](mailto:mberke@amherst.ny.us)

Re: 2<sup>nd</sup> Amendment to the Local Initiatives Support Corporation Grant to  
 Town of Amherst  
 Program Action Number # 47399-0002

Dear Supervisor Kulpa:

In response to information received from David Hunter, Senior Program Officer for New York LISC, I wish to confirm an amendment (the "Amendment") to the above-referenced Grant in the amount of \$190,000 made by Local Initiatives Support Corporation ("LISC") to the Town of Amherst or the ("Grantee"), as originally set forth in the letter agreement dated July 1, 2019 and subsequent Amendment July 30, 2021 (the "Letter Agreement"). The terms of this Amendment are as follows:

**Amount of the Grant:** LISC agrees to increase the amount of the Grant by \$66,848 to a new total of \$256,848.

**Use of Funds and Budget:** LISC hereby agrees to modify the Grant budget to support approved capacity building activities through April 30, 2022. Specifically, the funds will cover continued salary expenses for two code enforcement officer positions listed in the previously approved work plan and budget. The disbursement of the grant increase amount will not be made until the grantee submits a revised work plan and budget, acceptable to LISC, for the full increase in funds.

This Grant was provided to the Grantee through the Zombie and Vacant Properties Remediation and Prevention Initiative, also known as "Zombies 2.0 Grants".

The revised budget below shall replace the budget attached to our letter of July 1, 2019.

MB

Attachment: LISC ZOMBIE 2.0 GRANT RENEWAL FOR 2022 (RES-2022-96 : Lisc Zombie 2.0 Grant)

| USE OF FUNDS      | Original Budget     | Change               | Amended Budget      |
|-------------------|---------------------|----------------------|---------------------|
| Capacity Building | \$190,000.00        | + \$66,848.00        | \$256,848.00        |
| <b>Total:</b>     | <b>\$190,000.00</b> | <b>+ \$66,848.00</b> | <b>\$256,848.00</b> |

\*Any change in line item of 10% or \$1,000 or more (whichever is greater) shall be subject to LISC's written approval. LISC reserves the right to approve any professionals or consultants hired with funds under this grant.

#### **Disbursement Conditions**

LISC will issue grantee one (1) additional disbursement in the amount of \$66,848. The disbursement of the grant increase amount will not be made until the grantee submits a revised work plan and budget, acceptable to LISC, for the full increase in funds.

#### **Reporting Conditions**

Prior to the disbursement of the grant increase amount, the grantee will submit a revised work plan and budget, acceptable to LISC, for the full increase in funds. Grantee will also continue to provide quarterly reports to LISC. All other reporting conditions remain in place.

#### **Grant Terms**

LISC hereby agrees to extend the term of the Grant to end on **April 30, 2022** (the “expiration date”) in order for Grantee to continue approved activities/ goals.

**All other terms and conditions of this Grant shall remain as set forth in the Letter Agreement.**

**Signature Required:** An authorized officer of the Grantee must sign the Grant Agreement and email it to [grants\\_contracts@lisc.org](mailto:grants_contracts@lisc.org) copying David Hunter, Senior Program Officer at [dhunter@lisc.org](mailto:dhunter@lisc.org). LISC will then sign/fully execute the Grant and email it to the authorized contact person at your organization. Please consult your Program Officer with questions about this Project Investment, to request disbursement of funds, and to report on progress.

**By signing below, the Grantee certifies that it will comply with the terms and conditions of this Grant:**

**TERMS OF GRANT ACCEPTED AND AGREED TO:**

**Town of Amherst**

Authorized Contract Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LISC OFFICER COUNTER-SIGNATURE:**

Signature: \_\_\_\_\_




**Amherst Town Board**

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Comptroller  
 Initiated by: **Daryl Bramer**  
 Co-Sponsored by:

DOC ID: 25263

**RESOLUTION 2022-97**
**ADOPTED**

## Travel Request to the 2022 Annual NYGFOA Conference

Please approve a travel request to the 2022 New York Government Finance Officers Association (NYGFOA) Annual Conference from April 6, 2022 thru April 8, 2022 for Daryl Bramer, CPA (Comptroller) and Jennifer Brock, CPA (Chief Accountant) for a total estimated cost not to exceed \$1,923.87.

Conference training provides core functional areas of governmental financial management and Continuing Professional Education (CPE) credits.

**1/18/2022**

Consent

**FINANCIAL IMPACT:**

Not to exceed \$1,923.87

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

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## Proud Platinum Sponsor for the 2021 Virtual Annual Conference



### 2022 ANNUAL CONFERENCE OVERVIEW



#### Registration & Fees

- Registration for the Pre-Conference sessions and the Annual Conference is open to all persons interested in government finance.
- The Annual Conference and Pre-Conference are separate registrations and are accessible via the different links provided below.
- Click here if you need to download a hard copy of the **registration form**

| Annual Conference Rates           | Member Rate | Non-Member Rate (gov) | Non-Member Rate (priv) |
|-----------------------------------|-------------|-----------------------|------------------------|
| <b>Early Bird</b> (Ends 2/18)     | \$225       | \$300                 | \$400                  |
| <b>Regular Rate</b> (Begins 2/19) | \$250       | \$330                 | \$440                  |

#### ANNUAL CONFERENCE REGISTRATION

| Early Bird Pre Conference Rates<br>(Early Bird Ends 2/18/22) | Member Rate | Non-Member Rate |
|--------------------------------------------------------------|-------------|-----------------|
| Foundations Internal Control Member                          | \$170       | \$340           |
| Advanced Internal Control Member                             | \$170       | \$340           |
| Ethics and Professional Conduct to NYS CPAs                  | \$110       | \$220           |
| 2022 GAAP Update                                             | \$170       | \$340           |
| Leadership Skills & Self Care for Finance Officers           | \$90        | \$180           |

| Regular Pre Conference Rates<br>(Regular Rate Begins 2/19/22) | Member Rate | Non-Member Rate |
|---------------------------------------------------------------|-------------|-----------------|
| Foundations Internal Control Member                           | \$190       | \$375           |
| Advanced Internal Control Member                              | \$190       | \$375           |
| Ethics and Professional Conduct to NYS CPAs                   | \$130       | \$245           |

|                                                    |       |       |
|----------------------------------------------------|-------|-------|
| 2022 GAAP Update                                   | \$190 | \$375 |
| Leadership Skills & Self Care for Finance Officers | \$110 | \$200 |

## PRE CONFERENCE SESSIONS REGISTRATION

### CPE & GFI Credits

- Pre-Conference: Earn up to 14 CPE & GFI credits.
- Annual Conference: Earn up to 10 CPE & GFI credits.
- Choose between 22 different sessions on topics related to government finance with one conference registration.
- You must have your name badge scanned when you enter and exit the sessions to receive credit.

### Conference App

The Conference App will be back again this year and will be accessible on smartphones as well as a desktop feature on computers, laptops, and tablets. With it you will be able to access your session details including PowerPoints, surveys, important information about exhibitors, sponsors, speakers, and more! You can also connect with other conference attendees, schedule meetings and post on the internal social wall. Instructions on downloading the Conference App will be sent out in March 2022.

### Meals

- In-person Pre-Conference sessions include lunch and refreshment breaks.
- Annual Conference registration includes two breakfasts, several refreshment breaks, one lunch, two receptions, one dinner and Thursday evening entertainment.
- Only registered attendees with name badges are permitted to participate in any of the conference activities, including sessions and meals.
- Please include your dietary restrictions in the field provided when registering for the Conference.

### Annual Conference Schedule

|                  |                                                                       |
|------------------|-----------------------------------------------------------------------|
|                  | Wednesday, April 6, 2022                                              |
| 5:00 - 6:00 pm   | Welcome (Back) Reception                                              |
|                  |                                                                       |
|                  | Thursday, April 7, 2022                                               |
| 8:00 - 9:00 am   | Breakfast                                                             |
| 9:05 - 10:20 am  | Keynote: P.O.W.E.R. Tactics that Get Leaders Results                  |
| 10:20 - 10:45 am | Coffee Break: Meet the Exhibitors                                     |
| 10:45 - 11:30 am | State Comptroller Thomas P. DiNapoli                                  |
| 11:45 - 12:50 pm | Lunch                                                                 |
| 1:00 - 1:50 pm   | Concurrent Bank #1                                                    |
|                  | - Using Technology to Meet GFOA's Distinguished Budget Award Criteria |
|                  | - ES&G: The Bond Rating Criterion You Need to Know                    |
|                  | - Public Sector Investment Options                                    |
| 2:10 - 3:00 pm   | Concurrent Bank #2                                                    |
|                  | - Disaster Recovery (Planning and Execution)                          |
|                  | - GASB 87: Accounting and Reporting for Leases                        |
|                  | - State Retirement System Update                                      |
| 3:00 - 3:30 pm   | Afternoon Ice Cream & Coffee Break: Meet the Exhibitors               |
| 3:30 - 4:20 pm   | Concurrent Bank #3                                                    |
|                  | - Conducting a Bank Reconciliation                                    |
|                  | - Lease or Bond?                                                      |
|                  | - Reading an Actuarial Report: The Numbers that Count                 |
| 4:40 - 5:30 pm   | Concurrent Bank #4                                                    |
|                  | - Trends and Strategies in the Municipal Bond Market                  |
|                  | - A Primer on GASB 84 (Fiduciary Activities)                          |
|                  | - Employee Handbook Essentials                                        |
| 6:00 - 6:45 pm   | Albany Marriott Sponsored Cocktail Reception                          |
| 6:45 pm          | Dinner                                                                |
| 8:30 - 10:00 pm  | Casino Night Scholarship Fundraiser                                   |
|                  |                                                                       |

|                  |                                                                     |          |
|------------------|---------------------------------------------------------------------|----------|
|                  | Friday, April 8, 2022                                               | 12.F.1.a |
| 7:30 - 8:20 am   | Breakfast                                                           |          |
| 8:20 - 9:10 am   | Concurrent Bank #5                                                  |          |
|                  | - Cybersecurity: State Resources to Meet the Challenge              |          |
|                  | - Diversity, Equity and Inclusion in the Finance Office             |          |
|                  | - Paying the Bills? Electronic Payment Options for Your Entity      |          |
| 9:10 - 9:30 am   | Coffee Break: Meet the Exhibitors                                   |          |
| 9:30 - 10:20 am  | Concurrent Bank #6                                                  |          |
|                  | - Succession Planning: Never too Soon to Start                      |          |
|                  | - Capital Asset Management: The Importance of a Plan                |          |
|                  | - The New Annual Financial Report: Modernizing the AUD              |          |
| 10:40 - 11:30 am | Federal Update: ARPA Funding / Reporting and Infrastructure Funding |          |
| 11:40 - 12:30 pm | 2022 Economic Update                                                |          |
| 12:30 pm         | Conference Concludes                                                |          |

Program subject to change

[Registration for Virtual Annual Conference](#)

## Pre-Conference Schedule

|                 |                                                      |
|-----------------|------------------------------------------------------|
|                 | March 2022 (VIRTUAL)                                 |
|                 | Foundations Internal Control                         |
| Date & Time TBA |                                                      |
|                 | March 2022 (VIRTUAL)                                 |
| Date & Time TBA | Advanced Internal Control                            |
|                 |                                                      |
|                 | Wednesday, April 6, 2022 (In-person)                 |
| 8:00 - 12:00 pm | Ethics and Professional Conduct for NYS CPAs         |
| 1:00 - 4:50 pm  | 2022 GAAP Update                                     |
| 1:00 - 3:00 pm  | Leadership Skills and Self Care for Finance Officers |

Program subject to change

[Registration for Pre-Conference Sessions](#)

ANNUAL CONFERENCE OVERVIEW

ANNUAL CONFERENCE SESSION DESCRIPTIONS

PRE-CONFERENCE SESSION DESCRIPTIONS

HOTEL INFORMATION

SCHOLARSHIP INFORMATION

KEYNOTE

POLICIES: CANCELLATION, EARLY BIRD, & MORE

SPONSORSHIP INFORMATION

EXHIBITOR INFORMATION



New York State Government Finance Officers' Association

**CONTACT US**

3 Pine West Plaza, Suite 308, Albany, NY 12205  
[info@nygfoa.org](mailto:info@nygfoa.org) | 518.465.1512 | 518.434.4640

[Home](#) | [Calendar](#)

Website design & development by **ADG Creative**, creative division of **ADG**

Attachment: NYFOA 2022 Annual Conference Travel Request 1.18.2022 (RES-2022-97 : Travel Request to the 2022 Annual NYGFOA





NEW YORK GOVERNMENT FINANCE OFFICERS' ASSOCIATION



Responsible | Knowledgeable | Accountable

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## ROOM BLOCK INFORMATION

### Albany Marriott

- Conference site
- \$144 per night
- [Book Here](#)
- 518-458-8444

Reserve by **March 14, 2022. DO NOT DELAY.** Group blocks fill quickly-- well before the cutoff date. Reservations made after March 14th will be subject to availability.

**Hotel Group Rates for Registered Conference Attendees Only.** Reservations that do not have a corresponding conference registration will be removed from the group block before the start of the conference.

## ANNUAL CONFERENCE OVERVIEW



# ANNUAL CONFERENCE SESSION DESCRIPTIONS

## PRE-CONFERENCE SESSION DESCRIPTIONS

## HOTEL INFORMATION

## SCHOLARSHIP INFORMATION

## KEYNOTE

## POLICIES: CANCELLATION, EARLY BIRD, & MORE

## SPONSORSHIP INFORMATION

## EXHIBITOR INFORMATION

New York State Government Finance Officers' Association

### CONTACT US

3 Pine West Plaza, Suite 308, Albany, NY 12205  
[info@nygfoa.org](mailto:info@nygfoa.org) | 518.465.1512 | 518.434.4640

[Home](#) | [Calendar](#)

Website design & development by **ADG Creative**, creative division of **ADG**

# TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ \$250 or LESS and under 75 miles

Department Head Approval ONLY Required

Revised 12/22/2021

☒ \$250 + or greater than 75 miles

Department Head AND Town Board Approval Required

| NAME         | Employee # | Department  | Phone Number |
|--------------|------------|-------------|--------------|
| Daryl Bramer | 6606       | Comptroller | 716-631-7005 |

## Destination and Purpose of Trip

| Date of Departure | Date of Return | Destination | Purpose/Justification               |
|-------------------|----------------|-------------|-------------------------------------|
| 4/6/2022          | 4/8/2022       | Albany, NY  | NYGFOA Annual Conference (Training) |

## Expenses

|                                        | Estimated | Budget A/C # | Actual |
|----------------------------------------|-----------|--------------|--------|
| Transportation:                        |           |              |        |
| Mileage 574 @ \$0.585                  | 335.79    | A1310.4050   |        |
| Tolls                                  | 24.08     | A1310.4040   |        |
| Parking                                |           |              |        |
| Local Transportation (bus/taxi)        |           |              |        |
| Plane/Rail/Bus                         |           |              |        |
| Lodging:                               |           |              |        |
| # nights @ \$144.00                    | 288.00    | A1310.4040   |        |
| Meals:                                 |           |              |        |
| IRS Per Diem Per Day: \$69.00          |           |              |        |
| 1st & Last Day of Travel @ 75%         | 69.00     | A1310.4040   |        |
|                                        |           |              |        |
| # Breakfasts @ \$16.00                 |           |              |        |
| # Lunches @ \$17.00                    |           |              |        |
| # Dinners @ \$31.00                    |           |              |        |
| # Incidentals @ \$5.00                 |           |              |        |
|                                        |           |              |        |
| Registration/Conference Fee            | 225.00    | A1310.4120   |        |
|                                        |           |              |        |
| Other                                  |           |              |        |
| Subtotal                               | 941.87    |              | N/A    |
| Contingency - 10% of subtotal or \$200 | 200.00    |              | N/A    |
| TOTAL                                  | 1,141.87  |              |        |

## Request Approved By:

Daryl Bramer

Department Head Signature

1/10/2022

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: NYFOA 2022 Annual Conference Travel Request 1.18.2022 (RES-2022-97 : Travel Request to the 2022 Annual NYGFOA

# TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ \$250 or LESS and under 75 miles Department Head Approval ONLY Required

Revised 12/22/2021

☒ \$250 + or greater than 75 miles Department Head AND Town Board Approval Required

| NAME           | Employee # | Department  | Phone Number |
|----------------|------------|-------------|--------------|
| Jennifer Brock | 9385       | Comptroller | 716-631-7005 |

## Destination and Purpose of Trip

| Date of Departure | Date of Return | Destination | Purpose/Justification               |
|-------------------|----------------|-------------|-------------------------------------|
| 4/6/2022          | 4/8/2022       | Albany, NY  | NYGFOA Annual Conference (Training) |

## Expenses

|                                        | Estimated | Budget A/C # | Actual |
|----------------------------------------|-----------|--------------|--------|
| Transportation:                        |           |              |        |
| Mileage @ \$0.585                      |           |              |        |
| Tolls                                  |           |              |        |
| Parking                                |           |              |        |
| Local Transportation (bus/taxi)        |           |              |        |
| Plane/Rail/Bus                         |           |              |        |
| Lodging:                               |           |              |        |
| # nights @ \$144.00                    | 288.00    | A1310.4040   |        |
| Meals:                                 |           |              |        |
| IRS Per Diem Per Day: \$69.00          |           |              |        |
| 1st & Last Day of Travel @ 75%         | 69.00     | A1310.4040   |        |
|                                        |           |              |        |
| # Breakfasts @ \$16.00                 |           |              |        |
| # Lunches @ \$17.00                    |           |              |        |
| # Dinners @ \$31.00                    |           |              |        |
| # Incidentals @ \$5.00                 |           |              |        |
|                                        |           |              |        |
| Registration/Conference Fee            | 225.00    | A1310.4120   |        |
|                                        |           |              |        |
| Other                                  |           |              |        |
| Subtotal                               | 582.00    |              | N/A    |
| Contingency - 10% of subtotal or \$200 | 200.00    |              | N/A    |
| TOTAL                                  | 782.00    |              |        |

## Request Approved By:

Daryl Bramer

Department Head Signature

1/10/2022

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: NYFOA 2022 Annual Conference Travel Request 1.18.2022 (RES-2022-97 : Travel Request to the 2022 Annual NYGFOA



## Amherst Town Board

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Comptroller  
 Initiated by: **Daryl Bramer**  
 Co-Sponsored by:

DOC ID: 25285

### RESOLUTION 2022-98

**ADOPTED**

## Budget Transfers and Amendments

### For January 18, 2022 Town Board Agenda

To: Town Board  
 From: Office of Town Comptroller  
 Date: 1/12/2022  
 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:**

A5132.1000 HWY Garage - Personal Services \$16,355.00      A5132.4110 Contractual \$17,606.16  
 A5132.8030 HWY Garage - FICA \$1,251.16  
*To transfer funds from payroll to cover payment to the estate for deceased employee.*

#### **BUDGET AMENDMENTS - 2022**

##### **INCREASE:**

##### **INCREASE:**

B8559.03089 NYS DEC Tree Inventory Grant \$75,000      B8559.4110 Contractual \$75,000  
*To set up budget for NYS DEC Tree inventory grant pending Town Board approval of CRS#3113.*  
 N2123.02785 CDBG & VG- PI \$170.00      N2123.4000 Contractual \$170.00  
*To recognize Community Development program income from 169 Hillcrest Dr., Cheektowaga.*

### **1/18/2022**

Consent

#### **FINANCIAL IMPACT:**

See descriptions.

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |




**Amherst Town Board**

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Economic Development  
 Initiated by: **Angela Rossi**  
 Co-Sponsored by:

DOC ID: 25270

**RESOLUTION 2022-99**
**ADOPTED**

## Grant Disbursement Agreement, Gateway Park - CRS #3117

Authorize the Supervisor to sign the Grant Disbursement Agreement between the Town of Amherst and the Dormitory Authority of the State of New York (DASNY) for the construction Amherst Gateway Park, CRS #3117.

**1/18/2022**

Consent

**FINANCIAL IMPACT:**

-\$365,000.00

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

This **GRANT DISBURSEMENT AGREEMENT** includes all exhibits and attachments hereto and are made on the terms and by the parties listed below and relates to the project described below:

---

**DORMITORY AUTHORITY OF THE STATE OF NEW YORK ("DASNY"):**

515 Broadway  
Albany, New York 12207  
Contact: Karen Hunter  
Phone: (518) 257-3177  
E-mail: grants@dasny.org

---

**THE GRANTEE:**

Town of Amherst  
5583 Main Street  
Williamsville, New York 14221  
Contact: Brian Kulpa  
Phone: (716) 632-4120  
Email: bkulpa@village.williamsville.ny.us

---

**THE PROJECT:**

Construction of Amherst Gateway Park

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**PROJECT LOCATION(S):**

Amherst Gateway Park

**ADDRESS:**

143 Kenmore Avenue & 159 Niagara Falls Blvd., Amherst, 14221

**GRANT AMOUNT:**

\$365,000.00

**FUNDING SOURCE:**

State and Municipal Facilities Program("SAM")

For Office Use Only:

**PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET DATE:**

4/27/2020

**EXPIRATION DATE OF THIS AGREEMENT:**

3 YEARS FROM DASNY EXECUTION DATE

**Project ID: 24024**

**Grantee ID: 918**

**FMS#: 135201**

Attachment: DASNY\_Grant\_Disbursement\_Agreement\_-\_Signatur (RES-2022-99 : Grant Disbursement Agreement, Gateway Park - CRS #3117)

## TERMS AND CONDITIONS

### 1. The Project

The Grantee will perform tasks within the scope of the project description, budget, and timeline as set forth in the Project Budget attached hereto as Exhibit A (collectively, the "Project") which was described by the Grantee in the Preliminary Application or Project Information Sheet submitted by the Grantee, then reviewed by DASNY and approved by the State.

### 2. Project Budget and Use of Funds

- a) The Grantee will undertake and complete the Project in accordance with the overall budget, which includes the Grant funds, as set forth in the attached Exhibit A. The Grant will be applied to eligible expenses which are as described in the Preliminary Application or Project Information Sheet, and fall within the scope of the project description set forth in the attached Exhibit A.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
  - i. the acquisition, construction, demolition, or replacement of a fixed asset or assets;
  - ii. the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
  - iii. the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

### 3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

#### 4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- a) DASNY has received the project description, budget, and timeline as set forth in the attached Exhibit A, and an opinion of Grantee's counsel, in substantially the form attached hereto as Exhibit B; and
- b) The requirements of the SAM Program have been met; and
- c) The monies required to fund the Grant have been received by DASNY; and
- d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- e) The Grantee certifies that it is in compliance with the provisions of the SAM Program as well as this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- f) Not-for-profit organizations are required to register and prequalify on the New York State Grants Gateway (<https://grantsmanagement.ny.gov/>) in order to receive Grant funds. The Grantee's Document Vault must be in prequalification status prior to any disbursements of the grant funds.

#### 5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of:
  - i. the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
  - ii. copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and
  - iii. such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or

## b) Payment on Invoice:

- i. DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of:
  - 1) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
  - 2) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and
  - 3) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.
- ii. The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph 5(b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.
- iii. The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.
- iv. Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.
- v. DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

## c) Real Property Acquisition:

- i. Prior to closing on the sale of the subject real property, DASNY shall be provided with an executed Escrow Instruction Letter, signed by DASNY and an escrow agent approved by DASNY, a title report, the draft deed and any other documents requested by DASNY to justify and support the costs to be paid at the closing from Grant funds.
- ii. DASNY shall transfer the Grant funds to the escrow agent to hold in escrow pending closing. The Grant funds will be wired to the escrow agent not more than one (1) business day prior to the scheduled closing unless otherwise approved by DASNY.
- iii. On the day of the closing, the escrow agent shall provide DASNY with copies of the executed deed, a copy of the title insurance policy, the final closing



statement setting forth costs to be paid at closing, and copies of any checks to be drawn against Grant funds.

- iv. Upon DASNY approval, the escrow agent shall disburse the Grant funds as set forth in the documentation described in (iii), above.
  - d) Electronic Payments Program: DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.
  - e) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.
  - f) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.
6. Non-Discrimination and Affirmative Action
- The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.
7. No Liability of DASNY or the State
- DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify, defend, and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.
8. Warranties and Covenants

The Grantee warrants and covenants that:

- a) The Grant shall be used solely for Eligible Expenses in accordance with the Terms and Conditions of this Agreement.
- b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the SAM Program.
- d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.
- f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.
- h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.
- i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes vehicle purchase(s), removable equipment, or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, the Grantee has or will develop, implement, and maintain an inventory system for tracking such items, as well as has or will develop, implement, and maintain a usage policy.
- j) In the event the Grantee will utilize the Grant funds to acquire real property, the Grantee must retain title ownership to the real property. If at any time during the term of this Agreement the real property is repurchased by the Seller or otherwise conveyed to any entity other than the Grantee, the Grantee will notify DASNY within 10 business days from the date the contract of sale is executed OR within 10 business days from the date the Grantee initiates or is notified of the intent to transfer ownership of the real property, whichever is earlier. In that event, Grantee hereby agrees to repay to DASNY all Grant funds disbursed pursuant to this Agreement.
- k) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.

- l) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's document vault on the New York State Grants Reform Gateway (<https://grantsmanagement.ny.gov/>).
- m) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- n) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- o) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- p) The Grant shall not be used in any manner for any of the following purposes:
  - i. political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
  - ii. religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
  - iii. payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest-bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- iv. payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- q) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- r) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- s) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's document vault in the New York State's Grants Reform Gateway completed by the Grantee in connection with the Project and the Grant, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.
- t) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;
- u) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to

determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

- v) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

- a) Each of the following shall constitute a default by the Grantee under this Agreement:

- i. Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
- ii. Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.
- iii. The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.
- iv. The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.
- v. An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismitted or unstayed for an aggregate of thirty (30) days.
- vi. The Grantee abandons the Project prior to its completion.
- vii. The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.



viii. Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.

- b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.
- c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

#### 10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

#### 11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

#### 12. Survival of Provisions

The provisions of Sections 3, 7, 8(o), 8(p) and 11 shall survive the expiration or earlier termination of this Agreement.

#### 13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

#### 14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

#### 15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

## 16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

## 17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

## 18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the SAM Program to DASNY.

Town of Amherst  
Construction of Amherst Gateway Park  
Project ID: 24024

This agreement is entered into as of the latest date written below:

**GRANTEE:** Town of Amherst

DocuSigned by:  
  
6A3E3EC8D52348E...

(Signature of Grantee Authorized Officer)

Brian Kulpa

Town Supervisor

(Printed Name and Title)

Date: 1/5/2022

**DORMITORY AUTHORITY OF THE STATE OF NEW YORK**

(Signature of DASNY Authorized Officer)

(Printed Name)

Date:

**DASNY OFFICE USE ONLY**

| DASNY OFFICE USE ONLY      |                         |
|----------------------------|-------------------------|
| GRANTS ADMIN REVIEW        | FINAL LEGAL REVIEW      |
| APPROVED FOR LEGAL REVIEW: | APPROVED FOR SIGNATURE: |
| DATE:                      | DATE:                   |

**GRANT DISBURSEMENT AGREEMENT****EXHIBITS**

|             |                                                  |
|-------------|--------------------------------------------------|
| EXHIBIT A   | Project Budget                                   |
| EXHIBIT B   | Opinion of Counsel                               |
| EXHIBIT C   | Grantee Questionnaire                            |
| EXHIBIT D   | Disbursement Terms                               |
| EXHIBIT E   | Payment Requisition Form and Dual Certification  |
| EXHIBIT E-1 | Payment Requisition Cover Letter                 |
| EXHIBIT E-2 | Payment Requisition Back-up Summary              |
| EXHIBIT F   | Non-Discrimination and Affirmative Action Policy |

**EXHIBIT A: Project Budget**

Town of Amherst  
Construction of Amherst Gateway Park  
Project ID: 24024

| USE OF FUNDS                         | TIMELINE            |            | SOURCES     |                            |               | Total     |
|--------------------------------------|---------------------|------------|-------------|----------------------------|---------------|-----------|
|                                      | Anticipated Dates** |            | DASNY Share | In-Kind / Equity / Sponsor | Other Sources |           |
| Project Description*                 | Start               | End        | Amount      | Amount                     | Amount        |           |
| Construction of Amherst Gateway Park | 03/01/2022          | 12/31/2022 | \$365,000   | \$49,392                   |               | \$414,392 |

\* Please note that the project description as set forth in this column must summarize the scope of the Eligible Expenses set forth in the Preliminary Application or Project Information Sheet as per Section 2(a) of this Agreement for which reimbursement or payment on invoice will be sought. Please ensure that the project description is an appropriate summary of the Eligible Expenses for which grantee will be submitting for requisition. The failure to ensure **all** Eligible Expenses are consistent with the project description may delay payment.

\*\* Please be sure to complete the anticipated start and end dates in the Project timeline.



**EXHIBIT B: Opinion of Counsel**

DASNY  
General Counsel  
515 Broadway  
Albany, New York 12207

*Re: State and Municipal Facilities Program ("SAM") Grant  
Construction of Amherst Gateway Park  
Project ID: 24024*

Ladies and Gentlemen:

I have acted as counsel to Town of Amherst (the "Grantee") in connection with the Project referenced above. In so acting, I have reviewed a certain Grant Disbursement Agreement between you and the Grantee (the "Agreement") and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. the Grantee is duly organized, validly existing and in good standing under the laws of the State of New York or, is duly organized and validly existing under the laws of another jurisdiction. The Grantee is authorized to do business and is in good standing in the State of New York and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; and
2. the Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

x By selecting this option and providing my electronic signature, I hereby execute and deliver a validly binding legal opinion in the form of this Exhibit B, just the same as a pen-and-paper signature on a separate document.

DocuSigned by:  
  
31DFD7F1839344F...

Stanley J. Sliwa

Town Attorney

Approved – Legal Opinion attached

**\*\*Instructions – Grantee's Attorney will choose appropriate response. If "Approved as to form" is checked, the Attorney will DocuSign form. If "Approved – Legal Opinion attached" is checked, the Attorney must attach a legal opinion using the language provided in this exhibit.**

**EXHIBIT C: Grantee Questionnaire****PLEASE READ THE FOLLOWING:**

- 1) You are acknowledging the following regarding the included Grantee Questionnaire:
  - This inserted Grantee Questionnaire is an accurate and true copy of such previously submitted DASNY Grantee Questionnaire.
  - The Grantee certifies that there has been no material change in the information provided in the Grantee Questionnaire.

**EXHIBIT D: Disbursement Terms**

Town of Amherst  
Construction of Amherst Gateway Park  
Project ID: 24024

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee as follows:

**Standard Reimbursement**

DASNY shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the schedule in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 4 and 5(a) of this Agreement; by payment on invoice subject to the terms and conditions of Sections 4 and 5(b) of this Agreement; or, for real property acquisition, subject to the terms and conditions of Sections 4 and 5(c) of this Agreement.

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation **do NOT** qualify as invoices.*

The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved Project location(s) and/or items received at the approved Project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

EXHIBIT E: Payment Requisition Form and Dual Certification

Town of Amherst  
Construction of Amherst Gateway Park  
Project ID: 24024

For Office Use Only:

FMS#: 135201

Payment Request #

For work completed between     /     /     and     /     /    

THIS REQUEST:

| A: DASNY SHARE* |              | B: THIS REQUEST | C: TOTAL REQUESTED PRIOR TO THIS REQUEST | D: A-B-C BALANCE |
|-----------------|--------------|-----------------|------------------------------------------|------------------|
| \$              | \$365,000.00 |                 |                                          |                  |

\* Please note that when submitting a requisition for payment, DASNY can only reimburse for capital expenditures for the Project as set forth in Exhibit A of this Agreement. In addition, all capital expenditures are to be both incurred (billed to) and paid for by the named Grantee. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of the approved Project location.

**EXHIBIT E: Payment Requisition Form and Dual Certification****DUAL CERTIFICATION**

This certification must be signed by two Authorized Officers of the Town of Amherst, for Project #24024.

We hereby warrant and represent to DASNY that:

1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request # \_\_\_\_\_ attached hereto in the amount of \$ \_\_\_\_\_ for which Town of Amherst, is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and Town of Amherst (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed and/or received on site at the applicable project location prior to the date hereof.
5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
6. We have the authority to submit this requisition on behalf of Town of Amherst. All eligible expenses have been incurred within the scope of the project description set forth in the schedule in Exhibit A to this Agreement.
7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents **(Please check off all that apply):**
  - ☐ Readable copies of both front and back of canceled checks.
  - ☐ Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
  - ☐ Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
  - ☐ Invoices/receipts for eligible goods/services that have been received/performed at the approved Project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
  - ☐ Other:

**Authorized Officer Signature:** \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Authorized Officer Signature:** \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT E-I: Payment Requisition Cover Letter**  
ON GRANTEE'S LETTERHEAD

Date

Attention: Accounts Payable - Grants  
DASNY  
515 Broadway  
Albany, New York 12207

*Re: State and Municipal Facilities Program ("SAM") Grant  
Construction of Amherst Gateway Park  
Project No. 24024*

To Whom It May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

|           |                          |                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1)        | <input type="checkbox"/> | We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.                                                                                                                                                                                                                          |
| <b>OR</b> |                          |                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 2)        | <input type="checkbox"/> | We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows:<br>BANK NAME: _____ ACCOUNT #:<br>ACCOUNT NAME: _____ ABA #:                                                                                                        |
| <b>OR</b> |                          |                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 3)        | <input type="checkbox"/> | We would like to be paid on invoice pursuant to Section 5(b) of the grant disbursement agreement. We have not paid the invoice(s) included in this request. We have established a <b>segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose.</b> The wire instructions for this account are as follows:<br>BANK NAME: _____ ACCOUNT #:<br>ACCOUNT NAME: _____ ABA #: |

If any further information is needed, please contact me at ( ) \_\_\_\_\_.

Please sign and return these documents to DASNY at [apgrants@dasny.org](mailto:apgrants@dasny.org). Please return them from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attachment: DASNY\_Grant\_Disbursement\_Agreement\_-\_Signatur (RES-2022-99 : Grant Disbursement Agreement, Gateway Park - CRS #3117)

EXHIBIT E-2: Payment Requisition Back-up Summary

Town of Amherst  
Construction of Amherst Gateway Park  
Project ID: 24024

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized, and total amount requested for reimbursement from grant subtotaled. Please use additional sheets if necessary.

| VENDOR/<br>CONTRACTOR<br>NAME | INVOICE/<br>APPLICATION # | AMOUNT REQUESTED<br>FROM GRANT FUNDS | COMMENT                                                        |
|-------------------------------|---------------------------|--------------------------------------|----------------------------------------------------------------|
|                               |                           |                                      |                                                                |
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|                               |                           |                                      |                                                                |
|                               |                           |                                      |                                                                |
|                               |                           |                                      |                                                                |
| TOTAL Requested:              |                           |                                      | (Transfer total amount requested to Exhibit E pg. 18 column B) |

Attachment: DASNY\_Grant\_Disbursement\_Agreement\_-\_Signatur (RES-2022-99 : Grant Disbursement Agreement, Gateway Park - CRS #3117)

**EXHIBIT F****NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT**

It is the policy of the State of New York and DASNY, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by DASNY's participation in projects or initiatives, and/or the use of DASNY funds.

- 1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:
  - a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
  - b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.
- 2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.
- 3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by DASNY, or its designee, for the purpose of ascertaining compliance with provisions hereof.
- 4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

## NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

### **Affirmative Action**

Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by DASNY.

### **Affirmative Action Officer (“AAO”)**

Shall mean DASNY’s Affirmative Action Officer or his/her designee, managing the affirmative action program for DASNY.

### **Contracting Party**

Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of \$1,500, in connection with any projects or initiatives funded in whole or in part by DASNY and (ii) **any borrower or Grantee** receiving funds from DASNY pursuant to a loan or Grant document.

### **Minority Business Enterprise (“MBE”)**

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) a lease fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

### **Minority Group Member**

Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

### **Minority and Women-Owned Business Enterprise Participation**

Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

- (a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;
- (b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women’s trade associations;
- (c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;



- (d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on DASNY contract;
- (e) Utilizing the resources of DASNY Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;
- (f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and
- (g) The Contracting Party shall remit payment in a timely fashion.

**Women-owned Business Enterprise ("WBE")**

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.

**Certificate Of Completion**

Envelope Id: EBED6E49A2FC47E18917E1A10C6A9323

Status: Sent

Subject: DASNY Grant Disbursement Agreement - Signature Required

Grantee ID:

Project ID: 24024

Source Envelope:

Document Pages: 25

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Sean Rosney

AutoNav: Enabled

515 Broadway

Envelopeld Stamping: Enabled

Albany, NY 12207

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

srosney@dasny.org

IP Address: 144.121.77.34

**Record Tracking**

Status: Original

Holder: Sean Rosney

Location: DocuSign

1/4/2022 4:52:47 PM

srosney@dasny.org

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: Dormitory Authority - State of New York

Location: DocuSign

**Signer Events**

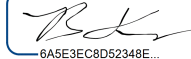
Brian Kulpa

bkulpa@amherst.ny.us

Town Supervisor

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



6A5E3EC8D52348E...

**Timestamp**

Sent: 1/4/2022 4:55:13 PM

Viewed: 1/5/2022 12:17:34 PM

Signed: 1/5/2022 5:15:53 PM

Signature Adoption: Drawn on Device

Using IP Address: 172.101.71.238

Signed using mobile

**Electronic Record and Signature Disclosure:**

Accepted: 1/5/2022 12:17:34 PM

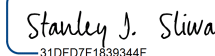
ID: c482f35c-3f17-4899-985f-686e3a2d85f0

Stanley J. Sliwa

ssliwa@amherst.ny.us

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



31DFD7F1839344F...

Sent: 1/5/2022 5:15:55 PM

Viewed: 1/6/2022 11:03:14 AM

Signed: 1/6/2022 11:05:53 AM

Signature Adoption: Pre-selected Style

Using IP Address: 173.64.31.103

**Electronic Record and Signature Disclosure:**

Accepted: 1/6/2022 11:03:14 AM

ID: be5ba723-fa6c-4847-bbae-b11c63f14162

Sean Rosney

srosney@dasny.org

Grant Program Assistant II

DASNY

Security Level: Email, Account Authentication  
(None)

Sent: 1/6/2022 11:05:57 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

DASNY Legal Reviewers

Signing Group: DASNY Legal Reviewers

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**Signer Events****Signature****Timestamp**

DASNY Authorized Officers

Signing Group: DASNY Authorized Officers

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Accounts Payable

apgrants@dasny.org

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Grants Staff

grants@dasny.org

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

1/4/2022 4:55:13 PM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Dormitory Authority - State of New York (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Dormitory Authority - State of New York:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [dasnyinfo@dasny.org](mailto:dasnyinfo@dasny.org)

#### **To advise Dormitory Authority - State of New York of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [dasnyinfo@dasny.org](mailto:dasnyinfo@dasny.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Dormitory Authority - State of New York**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [dasnyinfo@dasny.org](mailto:dasnyinfo@dasny.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Dormitory Authority - State of New York**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [dasnyinfo@dasny.org](mailto:dasnyinfo@dasny.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Dormitory Authority - State of New York as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Dormitory Authority - State of New York during the course of your relationship with Dormitory Authority - State of New York.


**Amherst Town Board**

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Economic Development  
 Initiated by: **Angela Rossi**  
 Co-Sponsored by:

DOC ID: 25271

**RESOLUTION 2022-100**
**ADOPTED**

## Grant Contract with NYS DEC, Tree Inventory Phase II - CRS 3113

Authorize the Supervisor to sign the Grant Contract between the Town of Amherst and the NYS Department of Environmental Conservation (NYS DEC) for the Town of Amherst Phase II Tree Inventory & Community Forestry Management Plan, CRS 3113.

**1/18/2022**

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

**FINANCIAL IMPACT:**

-\$75,000

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Jacqueline Berger, Deputy Supervisor |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

| Organization        | Grant Opportunity                                                                                       | Document #                | Document Role                   | Current Status                               |
|---------------------|---------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------|----------------------------------------------|
| Amherst,<br>Town of | 2019 Urban and Community Forestry Grants Program Round 15<br>(Tree Inventory and Community Forest Manag | DEC01-UCF1-<br>2019-00102 | Grantee System<br>Administrator | Scoring and Funding<br>Evaluation in Process |

### PROJECT/SITE ADDRESSES

#### Instructions:

1. Please complete all required fields.
2. If Project Statewide is "Yes", do not enter Address information. If Project Statewide is "No", Address information is required.
3. Select the **Save** button above to save your work frequently.
4. Click Forms Menu to return to the navigation links.

#### Name/Description:

Town of Amherst Tree Inventory  
Phase II & Community Forestry  
Management Plan  
Project Statewide No  
5583 Main Street

#### Address 1

Address 2

#### City

#### County

#### State

#### Zip

#### Regional Council:

#### Agency Specific Region:

Williamsville  
Erie County  
NY  
14221  
Western New York  
NYSDEC Region 9

### PROGRAM SPECIFIC QUESTIONS

#### Instructions:

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.

**Project Title** Town of Amherst Phase II Tree Inventory & Community Forestry Management Plan

Applicants must complete all of the following program questions and provide ALL required uploads for the application to be considered complete. Please note that all questions in the Grants Gateway will only allow one document to be uploaded per question. The Reports/Multiple documents should be combined into ONE SINGLE FILE no larger than 10MB in size. DO NOT UPLOAD PASSWORD PROTECTED OR SECURED DOCUMENTS. ENSURE ALL PASSWORDS ARE REMOVED PRIOR TO UPLOADING IN THE GRANTS GATEWAY.

- 1 **Project Type (Eligibility):** Please identify the 2019 Urban and Community Forestry Grants project type this application will implement: (A) Tree Inventory or (B) Community Forest Management Plan.  
The application for Tree Planting Projects and Tree Maintenance Projects or Education Programming is available under a separate grant opportunity in Grants Gateway. Search the Grants Gateway for 2018 Urban and Community Forestry Grants Tree Planting, Tree Maintenance or Education Programming for DEC application number DEC01-UCF2-2019 or DEC01-UCF3-2019 to develop an application for a Tree Planting, Tree Maintenance or Education Programming project.

The Town of Amherst 2019 Urban & Community Forestry Grant Application will implement:

- A. Tree Inventory; and,
- B. Community Forestry Management Plan.

- 2 **Project Summary (Eligibility):** Concisely summarize the work proposed and the project goals. Include only the main tasks and objectives of the project and a general description of the location. Tasks and objectives must be appropriate for the project type specified in response to question 1. Additional detail about the tasks and objectives will be entered elsewhere in the application, in the work plan section and in response to other application questions.

Amherst seeks \$75,000 in funding from the UCF Grant Program to complete an inventory of street trees throughout the entire town with the exception of streets in 14226 zip code, which was part of the Phase I Tree Inventory. The project objective is to inventory approximately 80,000 ROW street trees, and to complete a Community Forestry Management Plan (CFMP). This project will help Amherst understand its urban forest composition, structure, and tree maintenance needs; plan for short-term and long-term resource allocation; develop risk management strategies; while promoting the economic, environmental, and social benefits trees provide to the community. Amherst will hire a firm with ISA-certified arborists to undertake the inventory and produce data in Excel database and ESRI shapefiles using i-tree and NYS DEC data collection protocols. Field data collection will include at a minimum diameter, street address, risk assessment, parking, utility lines, and growth space.

- 3 **Multiple Projects (Eligibility):** If the applicant is submitting applications for more than one opportunity (UCF1, UCF2, UCF3) or project type (i.e., tree planting, tree maintenance), each opportunity or project type must be its own separate application, and the applicant must describe how the projects are different from one another. However, Tree Inventory and Community Forest Management Plan should be combined into one application. ""N/A"" or description of how multiple projects are different = Pass  
If the description does not support the uniqueness of each project = Failpass/failpass/fail

N/A: The Town is only submitting one application.

- 4 **Applicant Type (Eligibility):** Is your organization a governmental entity or not-for-profit (NFP) corporation as defined in the RFA? Note: All NFP organizations must be prequalified in the NYS Grants Gateway by the due date of this application to be considered eligible to apply.

Yes

- 5 Non-State-Owned Property (Eligibility): projects are not permitted on state owned land. To be eligible, project locations must not be located on state-owned property, unless they are alongside a state-owned roadway in a city, town, or village. Is the proposed project located on non-state-owned property, or alongside a state-owned roadway in a city, town or village?

Yes

- 6 Other Funding (Eligibility): Projects already receiving funds from another New York State or Federal assistance program for the same activities as those being proposed in this application are not eligible to apply for funding under this RFA. Is your organization already receiving funds from another New York State or Federal assistance program for the same activities as those being proposed?

No

- 7 Site Accessibility/Municipal Endorsement (Eligibility): The applicant must provide proof of landownership such as the County tax map parcel ID# (this is the number referenced on property tax bills and publicly available in online County tax maps), or a formal written agreement from the landowner, or a municipal endorsement or resolution, allowing the applicant to conduct the project on the landowner's property. No deeds please. When uploading more than one document, please include in a single .pdf file. pass/fail

The Phase II Tree Inventory will consist of street trees in the ROW of town-owned streets. If funding permits, it may extend into parks and green spaces also owned by the Town. Due to the extensive area proposed for inclusion in the project area, tax maps could not adequately demonstrate ownership. As such, the Amherst Town Attorney has provided documentation of ownership, and the ability to document that ownership, in the attached letter.

Upload \*[FileNetDocRetrieval.aspx?docID={09A61820-0D85-4C35-B6F5-872B30CB1D4E}](#)

- 8 Project Location Description and Map: What is the location of the project and overall condition of the site? If the project will take place over a large area, describe the boundaries of the extent of the area where all work will take place and the site conditions of each distinct location. Neighborhood or hamlet references will be accepted. Applicants must also upload a map and photos identifying the project site or sites in PDF format. This is in addition to the eligibility question upload. The map should be clearly labeled and/or referenced in a way to make it easy for application reviewers to identify the project site(s) described in your response to this question. No hand-drawn maps will be accepted. Include details about the photos and how they relate to the project. When uploading more than one document, please include in a single.pdf file. (SCORING VALUE = 5 points. See Section V Scoring Criteria for a detailed assignment of points)

The Town of Amherst Tree Inventory Phase II will be focused on the areas outside of the 14226 zip code, which was the subject of the Phase I Inventory. The CFMP will be a town-wide document developed at the conclusion of the Tree Inventory Phase II. The zip codes which will be the subject of the Phase II Inventory are: 14221, 14051, 14228, 14068, 14260 and 14261. In order to keep the total project cost to \$275,000, the Town will focus the Phase II inventory on street trees along town-owned ROW's. If funds permit, Amherst will also extend the inventory to include trees in public spaces and in town-owned parks and recreation areas. Please refer to attached map, which delineates Round 14 and Round 15 project areas. Many of the trees to be inventoried line the streets, between the road and the sidewalks.

Upload \*[FileNetDocRetrieval.aspx?docID={A99B186D-10B3-424E-BD58-07BC77BFD028}](#)

- 9 Community Forest Management Plan - Community Forestry Management Plans only (Eligibility): Does the applicant's project community already have a community forest management plan or tree management plan that was created or updated within the last 8 years? If yes, upload a complete copy of the community's management plan. When uploading more than one document, please include in a single .pdf file. pass/fail

No

Upload

- 10 Project Estimates (Eligibility): Informal estimates are required; RFP's, or going to bid are not required. Applicants must upload an estimate from 2 qualified ISA Certified contractors. Estimates may include both tree inventory and management plan combined. When uploading more than one document, please include in a single .pdf file.

Yes

Upload \*[FileNetDocRetrieval.aspx?docID={7D0723E7-C8AD-4DD9-885D-27E2E906BD47}](#)

- 11 Time Frame :Will the project be completed within a two-year time frame. Yes=pass, No=fail

Yes

- 12 Sexual Harrassment Prevention Certificate: Applicants are required to sign and upload the Sexual Harassment Prevention Certification form or upload a signed statement with their application detailing the reasons why the certification cannot be made into the pre-submission uploads folder. Please select Yes after ensuring that you uploaded the Sexual Harassment Prevention Certification/statement under Pre-Submission Uploads and that the PDF contains a legible signed document. When uploading more than one document, please include in a single .pdf file. pass/fail

Yes

- 13 Work Plan: Applicants must complete a Work Plan (WP) illustrating concept, scope of work, goals and outcomes. Include location, target population, local needs, project objectives, tasks for each objective, and performance measures (PM) for each task. PMs must include results or deliverables such as Partnerships, Long Term Support and Outreach & Education and should not exceed 12 PMs for the project. Applicants must request a general review (worth 5 points) of the completed Work Plan from a DEC regional urban forester (Appendix 3) and upload the email reply verifying the review. This should be completed well before the application deadline. Note: A WP 'worksheet' is available for applicants in Grants Gateway under Pre-Submission Uploads. The 'worksheet' helps applicants organize their WP and should NOT be uploaded back into the Grants Gateway. (SCORING VALUE = 10 points. See

## Section V Scoring Criteria for a detailed assignment of points)

Yes

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- 14 Past Performance: Describe the organizational commitment to develop and enhance an urban forestry capacity in partnership with DEC, and any past experience working with DEC's Urban Forestry Program, if applicable. Include any current Urban Forestry Grant projects. (SCORING VALUE = 5 points. See Section V Scoring Criteria for a detailed assignment of points)

Amherst has involved all of its internal stakeholders to develop this project. The primary personnel to implement this project are Strategic Planning Director Margaret Hamilton-Winship, Project Manager Dan Rizzo, Planning Director Daniel Howard, Landscape Architect Jeff Szatkowski, Highway Superintendent Patrick Lucey and Town Forester Kurt Stanley, along with Senior GIS Analyst Brian Barnes from the Town's Engineering Dept. A brief bio on each of these town staff is found in the attachments, Sec. 22 Professional Services/Qualifications Post-Award. Amherst was awarded UCF Grant in 2004, Contract # T302593, in the amount of \$4,975 for tree plantings in an Environmental Justice area. Another UCF Grant to plant trees was awarded in 2006. A third UCF Grant was awarded in 2012 for \$23,962. A UCF Grant for the Phase I Inventory of trees in Amherst's EJ areas was awarded in Round 14 for \$61,025, contract number DEC01-C00719GG-3350000. This project is underway and will be completed on time.

- 15 First Time Awardee: Potential first time DEC Urban and Community Forestry awardees will receive extra points. Applicants who have not been awarded funds since Round 10 (2009/2010) are also eligible to receive extra points. (SCORING VALUE = 2 points. See Section V Scoring Criteria for a detailed assignment of points)

The Town of Amherst was awarded an Urban and Community Forestry Grant for a Phase I Inventory of its ROW trees in the 14226 zip code, which includes its Environmental Justice Areas. This project is currently underway. RFP's were solicited from vendors for the Phase I Tree Inventory in late November 2019. Bids will be awarded by January 2020 so that work will commence as soon as the weather permits.

- 16 Partnerships: Strong Urban and Community Forestry programs require collaboration and partnerships, the cornerstone of this grant opportunity. Projects should include building and/or sustaining partnerships and/or volunteerism, including contribution or participation by appropriate stakeholders and municipal government. Applications should include a letter of support from each unpaid partnering organization which clearly states their role in the proposed project. As a general rule, Tree Inventories and Community Forest Management Plans should be undertaken by a consultant and not by volunteers. The partners often organize the outreach & education, assist with Arbor Day events, coordinate workshops, tree identification hikes, urban forestry park days and town board presentations. When uploading more than one document, please include in a single .pdf file. (SCORING VALUE = 8 points. See Section V Scoring Criteria for a detailed assignment of points)

The partners in this tree inventory project include the Sierra Club and Daemen College working collaboratively with the Amherst Planning and Engineering Departments, all working under the Director of Strategic Planning, Margaret Hamilton-Winship, who is the Project Manager.

The Sierra Club, with its 3,600 members in the Niagara Group, has agreed to host Arbor Day events during the two-year grant period at the Amherst State Park, which is large enough to accommodate large groups and crowds. Age-appropriate educational programs, including how to care for and maintain trees, as well as the value of a tree inventory, will be presented. The Regional DEC Forester, as well as the Town of Amherst Forester, will be invited to participate and provide hands-on demonstrations. Proper tree planting and watering techniques, as well as how to properly mulch street trees, will aid in the health and long-term viability of trees in Amherst and across the region.

Daemen College offers a popular major in environmental studies. In partnership with the Town, the college campus will host several events open to the public and the press over the two years, educating people and students on the importance of trees on our campus and in the Town.

The Town Planning Department will develop a project page for the tree inventory which will be posted on the Town's website – <http://www.amherst.ny.us/>. The project page will include information on the scope of the project, credit the NYSDEC and identify project partners for their support and involvement, educate the public regarding the importance of the project for the future ecology of our community, the numerous benefits trees provide to our community, as well as, have a public feedback component allowing residents to make hazardous tree conditions known to the Town's Forestry Division for follow up inspection, notification of insect infestation and notification of desire to have a street tree planted via waiting list. Accurate tree data is key to ensuring the long-term sustainability of trees and natural resources in the town. With the Planning Department playing an active role, the Town will be able to prepare future long-range re-forestation/vegetation plans, reduce stormwater run-off, improve water and air quality, increase species diversity, and prepare guidelines for street trees and park plantings. These objectives are also captured in the Amherst Comprehensive Plan and in the 2018 Park and Recreation Master Plan. Completion of the tree inventory is the first step to accomplish these objectives.

The Town Engineering Department will have daily and weekly Quality Assurance and Quality Control procedures in place to coordinate the inventory collection with the selected arborist and highway department staff. Senior GIS Analyst Brian Barnes from the Engineering Department will use the Town's NYS-award winning GIS with an i-Tree based custom GIS mobile collection application to collect all Amherst-owned tree inventory geospatial coordinates (Latitude and Longitude) in the town's right-of-way for the entire town with the exception of the 14226 zip code. The data collection will include all NYSDEC-i-Tree inventory requirements, as well as additional notes for the internal Town of Amherst staff. He will work with the Arborist firm conducting the inventory, the Planning and Highway Departments, as well as the Sierra Club and Daemen College to implement the inventory data collection plan. He will also create training videos to guide any future inventories and updates to this inventory so that the project is maintained with accurate and complete data for day-forward applications. This will ensure consistency is followed on all future inventories. Brian Barnes will also provide the GiD tree inventory files to the NYS DEC and post the end produce online for public review on the Amherst Map Machine website – <http://map.amherst.ny.us>. Please refer to partner letters committed to this project.

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- 17 Local Needs: 21. Local Needs

Proposed projects that address local environmental, social, and/or economic needs, including the quality of the forest in parks and/or open spaces, energy savings, habitat creation, air and water quality, increased property values, revitalization, public health, and/or improved quality of life for residents, will receive points in the evaluation of their application. (SCORING VALUE = 5 points. See Section V Scoring Criteria for a detailed assignment of points)

The environmental, social, and economic needs that the Phase II Tree Inventory and CFMP will address are:

Environmental Needs: Amherst's tree population has suffered significantly since the October 2006 Storm, where thousands of trees were damaged and were forced to be removed. Following the storm, Erie County DPW asked Davey Resource Group to determine whether or not a tree met FEMA guidelines for removal, and therefore, was eligible for FEMA assistance as a direct result of the damage incurred during the October 2006 snowstorm. In Amherst's case, this represents a large number of trees and the desire to save as many trees as possible. Unfortunately, these trees currently pose a risk that will likely continue to increase as time goes on. A copy of the letter from DRG and the maps identifying trees that need to be removed and/or replaced are in Site Map section. The maps show that the preponderance of trees requiring removal and/or replacement is in the project area that is the subject of this Phase II Inventory.



Furthermore, the Town was hit hard by the EAB and needs to assess the health of the current tree canopy and identify areas to replant. Large quantities of ash have been removed in the past 3-5 years. The town's forestry division actively inoculates trees infected with EAB, but they cannot keep pace with the demand to remove and replant trees.

As large suburban community host to vast commercial development, extensive intermodal transportation complexes and two Environmental Justice areas, the Town of Amherst will greatly benefit from future tree plantings that will be delineated in a completed tree inventory. In recognition of the severe tree deficit facing the town, in November 2019, Supervisor Brian Kulpa launched the "Million Tree Planting Program" with project partner, Daemen College within the next five years. See letters of support for news articles.

This inventory and management plan will provide a blueprint to guide maintenance and future plantings in the Town. The concentration of impervious surfaces and buildings in the Amherst creates health and safety problems for both infrastructure and residents that include the urban heat island effect and stormwater runoff surges. The increase of severe wind storms and ice storms in Amherst causes significant damage to trees, which drives up the cost of municipal operations during clean-up and repair.

**Health/Social Benefits:** Amherst has experienced high adverse environmental impacts from air pollution and adverse health related to environmental impacts. Erie County's emergency room visits due to asthma are among the highest in the State. Based on the total number of asthma-related emergency room visits, Erie County statistics have worsened in every age group, except for adults ages 18-24. (Refer to Environmental Justice attachment.) Trees provide privacy, accentuate views, reduce noise and glare, and even enhance architecture. The public education and awareness events, including the Town's designation as a Tree City USA for 24 years and annual Arbor Day events will further highlight the Amherst's commitment to the value of trees as essential to the natural environment and a healthy community.

**Economic Benefits:** Long-term benefits resulting from the inventory and CFMP include improvements in environmental health, habitat, and water quality. The Town is currently spending \$100,000 annually to plant trees, plus another \$90,000 annually to treat EAB infestation. This is a significant contribution of annual spending which illustrates the town's commitment to its re-greening. Tree inventories are intended to provide the basic information on the tree population of a community in order to make informed management decisions. Inventories will supply information on tree quantities, location, condition, and size and maintenance requirements. Based on this information, a sustainable management plan and a rational budget will be developed for tree care.

- 18 Local Support: Applicants may upload letters of support from local external stakeholders who will not serve as partners, such as community leaders, business owners, elected officials, residents and members of the public. Applicants will receive points in the evaluation of their application. When uploading more than one document, please include in a single .pdf file. (SCORING VALUE = 5 points. See Section V Application Review & Scoring for a detailed assignment of points)

Yes

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- 19 "Environmental Justice (EJ): DEC is committed to EJ and remedies for communities burdened by negative environmental consequences. EJ is defined by DEC as fair treatment and meaningful involvement of all people, regardless of race, color or income, regarding the development, implementation and enforcement of environmental laws, regulations and policies.
- A. Show benefit to or in an EJ area, upload a map at [www.dec.ny.gov/public/911.html](http://www.dec.ny.gov/public/911.html), from resources on that page, or other documentation e.g. a map, report or document issued by a local, state or fed. govt. agency, or
- B. To show project in an under-served area, describe how it will benefit minority or low-income people who experience high adverse environmental impacts such as pollution, sub-standard water quality, adverse health related to environmental impacts (asthma), lack of access to open space, green education, parks, etc. Upload documents in a single pdf file. (SCORING VALUE = 8 pts. See Section V Scoring Criteria for details)

The Town of Amherst, located in Erie County, does not have any Environmental Justice (EJ) Areas in the area that is the subject of the Phase II Tree Inventory. The Phase I Inventory included the Town's two EJ areas. However, lack of a designated-EJ area does not imply that the rest of the town has not experienced high adverse environmental impacts from air pollution and adverse health related to environmental impacts. Based on the total number of asthma-related emergency room visits, Erie County statistics have worsened in every age group, except for adults ages 18-24. In each case, Erie County fared worse than other counties in Western New York. The total asthma death rate per million also worsened in Erie County from 10.8% in 2013-2015 to 12.3% in 2014-2016. Refer to attached maps and data to document these figures. The October 2006 "Surprise Ice Storm" decimated the town's tree population. Coupled with EAB infestation, the town's tree population has never regained its past stature.

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- 20 Outreach and Education: Proposed projects should include outreach and education that will raise community awareness of the project and community forestry in general and encourage volunteerism. Outreach and education should occur throughout the contract period. Applicants could consider grant award press release, website and social media presence, Arbor Day events, outreach to local neighborhoods affected, presentation at a town board meeting, description of the project results and benefits included in a newsletter or on social media. Applicants should have a public event or a public information session to which the media is invited, to receive top points (8) in the evaluation of their application. Outreach and education can be conducted by the volunteer partner group. Be creative! (SCORING VALUE = 8 points. See Section V Scoring Criteria for a detailed assignment of points)

The Town of Amherst is committed to educating its residents on the benefits of trees, as well as keeping them informed of issues that affect their Town. Updates to planning documents and status reports are regularly posted to the Town's website for easy access by residents. The Town will continue to publicize its tree conservation efforts, including the results of this tree inventory, through its website and other publications, such as the weekly Amherst Bee, the Town's official newspaper of record, which is available free throughout the Town at various locations and at corner newsstands.

Computerized tree inventories are also useful tools for public education. The inventory data, maps and/or summary reports will be distributed in print during updates given at Town Board meetings. They will also be on the Town's website, with its dedicated "Tree Inventory" Project page so the public can access this information as it becomes available. In this way, the public can gain a better understanding of the work of the Town's forestry division, and become more willing to support its program and follow the Town's rules and guidelines for maintaining street trees.

The Town will also utilize its partners, the Sierra Club and Daemen College to aid in delivering the public education component to this Phase II Tree Inventory. Two public education events, plus two Arbor Day events in 2020 and in 2021 will be the mechanisms used to increase public awareness, education and support for the Town's efforts. These events will build public awareness for the residents prior to, during and after the inventory. This will help alleviate anxiety as residents may see unfamiliar people may be walking around their neighborhoods, looking at trees and entering data into handheld computers. These events will serve as an opportunity to distribute native tree saplings. This forum will enable partners to educate the public on tree care, as well as their importance to our local fauna.

At the conclusion of the inventory, another community event will show the results of the project and the Town's planned use of the information gathered through the inventory. The consulting arborist conducting the inventory and developing the CFMP will be asked to provide a presentation at these event, demonstrating how the data collected will be used to make budget and management decisions within the town. Staff from the Planning, Engineering and Highway, including the Division of Forestry, will be available to show the tools used to collect the data, how the data is used to gather information and make

decisions about the future of these street trees. Press releases to area media will also help draw attention to and participation in these events. The DEC Regional Forester, Patrick Marren, will also be invited to attend the four events.

The Town of Amherst has also been a NY Re-Leaf partner for several years, and has benefitted from tree planting programs spearheaded by Re-Leaf after the October 2006 "Surprise Storm." NY ReLeaf is a statewide effort that brings people together to share information about trees and ways to improve the future of trees in New York. ReLeaf creates partnerships between forestry professionals and dedicated citizens. It harnesses the financial resources of government and the private sector; provides an opportunity for talented volunteers to use their special skills to enhance the effort; and creates positive and permanent changes. The Town will share its tree inventory with ReLeaf to determine if areas, particularly those in its Environmental Justice areas, in need of trees can acquire them from ReLeaf for a community planting program.

- 21 Professional Guidance - Pre-Application: Proposed projects that include an uploaded email or letter describing guidance on the proposed project from a certified arborist, DEC urban forester, or an experienced urban forestry natural resource professional (including ISA number, certifications or degrees), will receive points in the evaluation of their application. Use of an ISA Certified Arborist receives maximum points. Professional Guidance must be dated by the Question and Answer deadline Thursday, October 31, 2019. See Appendix 3 for list of DEC Urban Foresters. When uploading more than one document, please include in a single .pdf file. (SCORING VALUE = 3 points. See Section V Scoring Criteria for a detailed assignment of points)

The Town of Amherst consulted with Andrew Ullman from Davey Resource Group on the proposed methodology for completing the Phase II Inventory in one grant cycle instead of continuing to chip away at a townwide inventory, which was the desired outcome. A letter dated from Mr. Ullman, including his ISA Certification October 31, 2019, is attached to document this consultation.

Upload FilenetDocRetrieval.aspx?docID={852CE326-77C0-43FD-9213-93C313768156}

- 22 Professional Service/Qualifications Post Award: Consultants hired to perform tree maintenance, tree inventories and management plans must be supervised by an ISA Certified Arborist. Tree planting and education programming projects should use appropriate urban forestry professional services. Describe qualifications of those performing the work. (SCORING VALUE = 3 points. See Section V Scoring Criteria for a detailed assignment of points)

Amherst will issue an RFP to hire a certified arborist or firm employing certified arborists to conduct the tree inventory. DRG was one of the four firms that provided a quote to perform the Phase II Tree Inventory and CFMP. The selected firm will have a minimum of 20 years' experience in conducting tree inventories, with a preference given to firms that can provide professional arboricultural, urban forestry consulting, and mapping services. The employees of the firm must be urban foresters who are Certified Arborists. Those who have earned the ISA Tree Risk Assessment Qualification (TRAQ) and who have Municipal Specialist credentials are preferred. ISA Certified Arborists will apply their advanced skills to perform the inventory, as well as risk assessment and identification of future planting areas. The attachment details the required and preferred vendor qualifications, as well as the criteria used to acquire cost estimates.

Upload FilenetDocRetrieval.aspx?docID={F96995B9-E8E3-428C-9FC6-742C1EF30EEA}

- 23 Long-Term Support and Benefits: Applications should include details about how the project will be supported by the applicant in the long-term (5 years), and what future benefits will be gained in the project area. Full points will be given when applicant shows long-term commitment and stewardship to the project. (SCORING VALUE = 8 points. See Section V Scoring Criteria for a detailed assignment of points)

Amherst commits to maintaining the inventory and CFMP for a minimum of five years following grant close-out. This will be accomplished using in-house expertise. The Engineering Dept. will work with the Forestry Division to update the GIS data points bi-monthly to keep the inventory accurate. Amherst has demonstrated its long-term commitment to its trees by the amount of funding it dedicates in its annual budget to the care and maintenance of its ROW street trees and those found in the Town's public spaces, including parks and greenspaces. The Forestry Division employs 10 full-time staff devoted to tree maintenance. From June through August, six employees are inoculating EAB trees. During the winter, up to 15 forestry laborers are performing tree pruning. Training is also highly regarded by the Town. About six employees of the Forestry Division were sent to ISA training. All of the forestry employees receive annual safety training, such as on the proper use of chain saws.

- 24 Tree City USA: Proposed projects that take place within a Tree City USA community will receive points in the evaluation of their application. To find out if your community is a Tree City USA community, go to the Tree City USA Community Lookup web page (<https://www.arborday.org/programs/treecityusa/directory.cfm>). Applicants who have applied for Tree City USA and are waiting for certification should explain status. (SCORING VALUE = 2 points. See Section V Scoring Criteria for a detailed assignment of points)

Yes

- 25 Community Forest Management Plan: DEC supports community forest management plans developed by Certified Arborists as a cornerstone of a good community forestry program. If applicants are applying for a management plan or are applying for tree planting or maintenance and have a management plan completed within the last 8 years, they will receive points. (SCORING VALUE = 5 points. See Section V Scoring Criteria for a detailed assignment of points)

Yes

Upload

- 26 DEC Work Plan Review - The applicant should connect with their DEC regional urban forester and request a review of the work plan (Work Plan Work Sheet or similar word document is acceptable). This occurs at the completion of the application development and is not to be confused with Professional Guidance. Applicant should upload the email requesting work plan review, and the review received from the DEC urban forester. See Appendix 3 for regional list of foresters. When uploading more than one document, please include in a single .pdf file. (SCORING VALUE = 5 points. See Section V Scoring Criteria for a detailed assignment of points)

The Town of Amherst frequently consults with Region 9 DEC Forester Patrick Marren for its past and current UCF Grants. For this project, he and Forester Trainee 1, Nate Morey, commented on the project work plan, which was sent on November 30, 2019. Based on these comments received on December 3, the work plan was updated. Copies of the email correspondence are attached.

Upload FilenetDocRetrieval.aspx?docID={0CA52845-664C-45AF-9403-ED2A69C5FBA1}

- 27 Cost Effectiveness 1 - Itemized Budget Details. Proposed projects should list in detail in the Attachment B-1 Expenditure Based Budget all itemized costs to the best of their ability. The Contractual Narrative section requires expenditures to be explained. The Personal Services Detail requires salaried persons'

roles to be explained. Equipment and outreach materials should be itemized in the Summary section. Items more than \$2,500 require estimates/quotes to be included. Objectives, Tasks and Performance Measures should include items mentioned in the budget and how, when and why they will be used. (SCORING VALUE = 8 points. See Section V Scoring Criteria for a detailed assignment of points)

- 28 Cost Effectiveness 2 - Reasonableness of Expenses: Proposed projects should have realistic goals and expenses. Substantiation of expenses allows reviewers to correctly evaluate the applicant's story. For instance, the majority of the project should revolve around trees, with secondary interests in construction (sidewalks, tree pits, etc.), equipment over \$2,500, legal assistance for ordinances, and costs that may not be considered good use of state funds. (SCORING VALUE = 8 points. See Section V Scoring Criteria for a detailed assignment of points)
- 29 Cost Effectiveness 3 - Eligible Costs: Proposed projects will lose points for including ineligible costs, as detailed in section VI Eligible Project Types. (SCORING VALUE = 8 points. See Section V Scoring Criteria for a detailed assignment of points)
- 30 Cost Effectiveness 4 - Deliverable Costs: The individual budgeted costs must be clearly detailed in Attachment C – Work Plan to correspond with objectives, tasks and performance measures covering all project deliverables and initiatives. Deliverables should be detailed in the Work Plan (e.g. Tree Planting process, Outreach, Partnerships) and explained as a timetable or procedure in the Objectives/Tasks/Performance Measures. See Appendix 4 – Budget and Work Plan Guidance. (SCORING VALUE = 5 points. See Section V Scoring Criteria for a detailed assignment of points)

## PERSONAL SERVICES - SALARY

### Instructions:

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.
3. Once a Salary position has been saved successfully, select the **Add** button above to add additional Salary position.
4. Click Forms Menu to return to the navigation links.

### Salary Detail

In the Salary section only include staff positions related to the implementation and administration of the program. If Salary is not applicable leave this section blank.

#### Details

#### Position/Title

#### Role/Responsibility

#### # in Title

#### Financial

#### Annualized Salary Per Position

#### STD Work Week (hrs)

% Funded %

#### # Months Funded

#### Total Grant Funds

#### Total Match Funds

Match % %

#### Total Other Funds

|                |        |
|----------------|--------|
| Line Total     | \$0    |
| Category Total | \$0.00 |

Click here to see a summary of the detail entered for this category.

[CATEGORY TOTAL SUMMARY](#)

## PERSONAL SERVICES - SALARY NARRATIVE

### Instructions:

1. Please complete narrative field.
2. Select the **Save** button above to save your work frequently.
3. Click Forms Menu to return to the navigation links.

### Salary Narrative

Provide an explanation of any exceptions in staffing patterns and/or annual salary costs.

## PERSONAL SERVICES - FRINGE

### Instructions:

1. Please complete all the required fields.

2. Select the **Save** button above to save your work frequently.
3. Once a Fringe item has been saved successfully, select the **Add** button above to add additional Fringe items.
4. Click Forms Menu to return to the navigation links.

**Fringe Detail**

Fringe Benefits should be budgeted in line with your organization's Standard Fringe Benefit Policy and/or Negotiated Bargaining Agreements and should not exceed the current NYS rate. Provide a brief explanation of the percentage and composition of the fringe benefit structure. If fringe is not applicable, leave this section blank.

Details

**Fringe - Type/Description**

Justification

Financial

**Total Grant Funds**

**Total Match funds**

**Match %** %

**Total Other funds**

|                       |               |
|-----------------------|---------------|
| <b>Line Total</b>     | <b>\$0</b>    |
| <b>Category Total</b> | <b>\$0.00</b> |

Click here to see a summary of the detail entered for this category.

[CATEGORY TOTAL SUMMARY](#)

**PERSONAL SERVICES - FRINGE NARRATIVE****Instructions:**

1. Please complete narrative field.
2. Select the **Save** button above to save your work frequently.
3. Click Forms Menu to return to the navigation links.

**Fringe Narrative**

Fringe Benefits should be budgeted in line with your organization's Standard Fringe Benefit Policy and/or Negotiated Bargaining Agreements and should not exceed the current NYS rate. Provide a brief explanation of the percentage and composition of the fringe benefit structure. If the budgeted fringe benefits represent an exception of the current NYS rate, please explain the difference.

**CONTRACTUAL****Instructions:**

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.
3. Once a Contractual item has been saved successfully, select the **Add** button above to add additional Contractual items.
4. Click Forms Menu to return to the navigation links.

**Contractual Detail**

In the Contractual Services section should include costs for services rendered to the project under a format or written agreement such as direct provision of services by contractual arrangement. If Contractual is not applicable leave this section blank.

Details

**Contractual - Type/Description**

Phase II Street Tree Inventory

Justification

Consultant is needed to document detailed tree inventory, including DBH, canopy, height and condition for approximately 80,000 trees

Financial

**Total Grant Funds**

\$70,000.00

**Total Match Funds**

**Match %**

0%

**Total Other Funds**

|                       |                    |
|-----------------------|--------------------|
| <b>Line Total</b>     | <b>\$70,000.00</b> |
| <b>Category Total</b> | <b>\$75,000.00</b> |

Click here to see a summary of the detail entered for this category.

[CATEGORY TOTAL SUMMARY](#)

**CONTRACTUAL****Instructions:**

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.
3. Once a Contractual item has been saved successfully, select the **Add** button above to add additional Contractual items.
4. Click Forms Menu to return to the navigation links.

**Contractual Detail**

In the Contractual Services section should include costs for services rendered to the project under a format or written agreement such as direct provision of services by contractual arrangement. If Contractual is not applicable leave this section blank.

**Details**

**Contractual - Type/Description** Community Forestry Management Plan (CFMP)  
**Justification** Consultant is needed to develop a standard Tree Management Plan  
**Financial**  
**Total Grant Funds** \$5,000.00  
**Total Match Funds**  
**Match %** 0%  
**Total Other Funds**

|                       |                    |
|-----------------------|--------------------|
| <b>Line Total</b>     | <b>\$5,000.00</b>  |
| <b>Category Total</b> | <b>\$75,000.00</b> |

Click here to see a summary of the detail entered for this category.

[CATEGORY TOTAL SUMMARY](#)

**TRAVEL****Instructions:**

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.
3. Once a Travel item has been saved successfully, select the **Add** button above to add additional Travel items.
4. Click Forms Menu to return to the navigation links.

**Travel Detail**

This section is used to itemize travel costs. If Travel is not applicable leave this section blank.

**Details**

**Travel - Type/Description**  
**Justification**  
**Financial**  
**Total Grant Funds**  
**Total Match Funds**  
**Match %** %  
**Total Other Funds**

|                       |               |
|-----------------------|---------------|
| <b>Line Total</b>     | <b>\$0</b>    |
| <b>Category Total</b> | <b>\$0.00</b> |

Click here to see a summary of the detail entered for this category.

[CATEGORY TOTAL SUMMARY](#)

**EQUIPMENT****Instructions:**

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.
3. Once an Equipment item has been saved successfully, select the **Add** button above to add additional Equipment items.
4. Click Forms Menu to return to the navigation links.



**Equipment Detail**

This section is used to itemize both purchased and rental equipment costs. If Equipment is not applicable leave this section blank.

**Details****Equipment - Type/Description****Justification**

**Purchase/Rent?** \*

**Financial****Total Grant Funds****Total Match Funds**

**Match %** %

**Total Other Funds**

|                       |               |
|-----------------------|---------------|
| <b>Line Total</b>     | <b>\$0</b>    |
| <b>Category Total</b> | <b>\$0.00</b> |

Click here to see a summary of the detail entered for this category.

[CATEGORY TOTAL SUMMARY](#)

**EQUIPMENT NARRATIVE****Instructions:**

1. Please complete narrative field.
2. Select the **Save** button above to save your work frequently.
3. Click Forms Menu to return to the navigation links.

**Equipment Narrative**

Provide documentation regarding bids received for equipment purchases. This field can be used to reference additional documents that are submitted with the application/contract.

Provide a justification for any exceptional equipment purchase/rental costs as related to the program needs. For example, a program may have a dollar threshold whereby equipment purchases of a certain amount must be justified. For ongoing or multiyear contract, justification is required for new items of equipment only.

**OTHER EXPENSES DETAIL****Instructions:**

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.
3. Once an other expense item has been saved successfully, select the **Add** button above to add additional other expense items.
4. Click Forms Menu to return to the navigation links.

**Other Expenses Detail**

If Other Expenses is not applicable, leave this section blank.

**Details****Other Expenses - Type/Description****Justification****Financial****Total Grant Funds****Total Match funds**

**Match %** %

**Total Other funds**

|                       |            |
|-----------------------|------------|
| <b>Line Total</b>     | <b>\$0</b> |
| <b>Category Total</b> | <b>\$0</b> |

Click here to see a summary of the detail entered for this category.

[CATEGORY TOTAL SUMMARY](#)

**OTHER NARRATIVE****Instructions:**

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.

3. Click Forms Menu to return to the navigation links.

#### Other Expenses Narrative

If applicable, please provide an explanation of any extraordinary costs or significant changes to the original contract. For example, a program may have a dollar threshold whereby the other cost category expenses of a certain amount must be justified.

### EXPENDITURE SUMMARY

#### Instructions:

1. Save this form to display a roll-up of the category budget details.
2. Click Forms Menu to return to the navigation links.

| Category of Expense           | Grant Funds        | Match Funds | Match % Calculated | Match % Required | Other Funds | Total              |
|-------------------------------|--------------------|-------------|--------------------|------------------|-------------|--------------------|
| 1. Personal Services          |                    |             |                    |                  |             |                    |
| a) Salary                     | \$0                | \$0         | 0%                 | 0%               | \$0         | \$0                |
| b) Fringe                     | \$0                | \$0         | 0%                 | 0%               | \$0         | \$0                |
| <b>Subtotal</b>               | <b>\$0</b>         | <b>\$0</b>  | <b>0%</b>          |                  | <b>\$0</b>  | <b>\$0</b>         |
| 2. Non Personal Services      |                    |             |                    |                  |             |                    |
| a) Contractual                | \$75,000.00        | \$0         | 0%                 | 0%               | \$0         | \$75,000.00        |
| b) Travel                     | \$0                | \$0         | 0%                 | 0%               | \$0         | \$0                |
| c) Equipment                  | \$0                | \$0         | 0%                 | 0%               | \$0         | \$0                |
| d) Space/Property & Utilities | \$0                | \$0         | 0%                 | 0%               | \$0         | \$0                |
| e) Operating Expenses         | \$0                | \$0         | 0%                 | 0%               | \$0         | \$0                |
| f) Other                      | \$0                | \$0         | 0%                 | 0%               | \$0         | \$0                |
| <b>Subtotal</b>               | <b>\$75,000.00</b> | <b>\$0</b>  | <b>0%</b>          |                  | <b>\$0</b>  | <b>\$75,000.00</b> |
| <b>Total</b>                  | <b>\$75,000.00</b> | <b>\$0</b>  | <b>0%</b>          | <b>0%</b>        | <b>\$0</b>  | <b>\$75,000.00</b> |
| <b>PERIOD TOTAL</b>           | <b>\$0</b>         |             |                    |                  |             |                    |

### WORK PLAN OVERVIEW FORM

#### Instructions:

The purpose of this form is to capture organizational information necessary for application processing, as well as a detailed accounting of the proposed or funded project. It is made up of three sections:

1. Project Summary
2. Organizational Capacity
3. Project Details - Objectives, Tasks and Performance Measures

If applicable, specific instructions/requirements for completing these sections may be found in the Grant Opportunity under which you are applying. Click Forms Menu to return to the navigation links.

**Work Plan Period** From 3/2/2020 To 3/1/2022

#### Project Summary

Provide a high-level overview of the project, including the overall goal and desired outcomes. Include information such as location, target population, overall number of persons to be served, service delivery method and hours of operation.

Project Summary: Provide a high-level overview of the project, including the overall goal and desired outcomes. Include information such as location, target population, overall number of persons to be served, service delivery method and hours of operation.

The Town of Amherst seeks \$75,000 to conduct an inventory of its ROW street trees in the entire town, excluding the trees within the 14226 zip code. The area within the 14226 zip code was the subject of the Phase I Inventory (Round 14 UCF), which is currently underway. Funds in this current proposal will also be used to develop a town-wide CFMP.

It is critical that this project is funded in Round 15 so that Amherst can continue its tree inventory seamlessly, and without interruption so as not to have a stoppage in activities between Phases I and II. The Town believes that a second grant will provide cost efficiencies and more competitive bidding among eligible consulting firms.

The project goal of the Urban and Community Forestry Grant Town-wide Inventory Phase II and Community Forestry Management Plan is to create a healthy urban and community forest to enhance the quality of life for all Town of Amherst residents. To achieve this goal, the Town will conduct an inventory of all of the remaining street trees located in right-of-ways throughout the entire town, minus the 14226 zip code, perform a risk assessment for these trees, identify future planting locations, and develop a town-wide Community Forestry Management Plan.

The Town of Amherst Highway Department will engage a consulting arborist firm to perform the inventory and will partner with the Daemen College, The Sierra Club, and the Amherst Planning and the Engineering Departments to implement the public education and outreach components, as well data analysis, tree planting and re-forestation plans. Public comments will be collected and suggestions utilized to assess the success of the inventory and management plan, and make improvements to the project as it is rolled out.

Desired outcomes include an improved urban forest, improved air and water quality, energy savings, increased property values, community revitalization in the Town's most "tree-starved" areas. This project will increase the quality of life in the some of the town's most densely populated areas, where tree felling came as a result of the age of existing trees, disease, and frequent severe storms, including the October "Surprise" Storm of 2006. There are segments of the town that lack green open space and natural tree shade from forest canopy. Other project outcomes include improved public health, and improved quality of life for residents. The inventory will serve as a basis for creating a Community Forest Management Plan, which was not part of the Phase I Inventory Project, which is slated to being in the spring/summer of 2020. Performance measures will include contracting with a consulting arborist firm, completion of inventory, uploading data to i-Tree and integration with the Town's GIS program.

Amherst is situated on the northern boundary of Erie County, with the Town of Clarence on the east, the Town of Tonawanda on the west, the Town of Cheektowaga on the south, and Niagara County on the north. The completion of the University at Buffalo campus in Amherst, along with the construction of

major access roads such as the 1-290 (Youngman Expressway) and 1-990 (Lockport Expressway) made it easier for people to live in Amherst and commute to jobs in Buffalo or other nearby communities, now a first ring suburb of the City of Buffalo. Rapid growth in population created the need for more houses, highways, shopping centers, schools and recreational facilities. Today, the Town of Amherst has a population of 122,366 according to the 2010 Census and is home to the North Campus of the State University of New York at Buffalo. The Town spans 54 square miles and includes a diversity of land use and population density.

**Location:** The Phase II Tree Inventory will focus exclusively on the area outside of the 14226 zip code. This Phase II area is roughly two-thirds of the town's 54 square miles, approximately 36 square miles. The zip codes which will be the subject of the Phase II Inventory are: 14221, 14051, 14228, 14068, 14260 and 14261. The area in Phase II is bordered by the Town of Tonawanda to the west and the Towns of Wheatfield, Pendleton, and Lockport (Niagara County) to the north, and the Town Clarence to the east. There are no Environmental Justice areas in Amherst within the Phase II project area.

Home to the State University at Buffalo (North Campus), major corporations, and dozens of hotels, the Town of Amherst hosts many first-time visitors to the Western New York region. Maintaining a healthy, diverse, and well-cared for tree population will help to create a positive first impression on those who are new to this area or who are seeing it for the first time. These vast and unique open spaces promote a positive image of Western New York, and will enhance the public perception of this region by showcasing some of the region's most valuable assets: changing seasons, recreational opportunities, and diverse landscapes.

**Target Population:** This project will focus exclusively on the street trees with the town-owned ROW in the 14221, 14051, 14228, 14068, 14260 and 14261 zip codes. The following figures are all according to 2010 Census statistics. A total of 19.4% of the residents are non-white and 13.1% are foreign-born residents. Nearly 71% of the homes are owner-occupied and almost 16% speak a language other than English in the home. Median household income is \$72,459.

**Goal:** The project goal is to create a healthy urban and community forest to enhance the quality of life for the Town of Amherst residents. To achieve this goal, the Town will conduct an inventory of approximately 75,000 – 80,000 street trees located in right-of-ways throughout the town, excluding trees in the 14226 zip code, perform a risk assessment for these trees, identify future planting locations, and develop a town-wide CFMP. The Town of Amherst Highway Department will engage a consulting arborist firm to perform the inventory and will partner the Sierra Club and Daemen College, along with the Amherst Planning Department and the Engineering Department to implement the public education and outreach components, as well data analysis and re-forestation plans. These re-forestation plans are particularly important as they apply to the significant tree deficit in the town resulting from increasing frequency of wind and ice storms and the EAB infestation.

**Outcomes:** Desired outcomes include an improved urban forest, improved air and water quality, energy savings, increased property values, community revitalization in the Town's most tree-depressed areas. This project will increase the quality of life in the oldest neighborhoods, which lack green open space from overdevelopment and natural tree shade from forest canopy that was felled when trees were damaged following major storms. Other project outcomes include improved public health, and improved quality of life for residents. The inventory will serve as a basis for creating a CFMP, which is another objective of this proposal. Performance measures will include contracting with a consulting arborist firm, completion of inventory, uploading data to i-Tree, integration with the Town's GIS program, development of the CFMP, and an extensive commitment to public education, engagement and awareness. One of these ways to engage the public is through the creation of "tree stewards," who are charged with communicating to the Highway Department trees of concern or reporting suspected vandalism or threats to the town's tree population.

The purpose of a tree inventory is to render a complete description of the overall age and condition of a tree population. A tree inventory will help with long-range tree pruning and root-pruning schedules or tree removal and replacement programs. Tree inventories will also help identify problematic trees that pose a risk through a risk assessment analysis completed during the inventory. A complete breakdown of the tree inventory will show the diversity of the trees owned by the Town of Amherst. Tree inventories that are made up of a few dominant species run the risk of becoming negatively affected by a species-specific insect or disease epidemic. Therefore, it is particularly important that there are never too many trees of one species in a single area or throughout the Town. This information will help the Highway Department make informed decisions about future tree replacements.

Urban foresters recommend a diverse forest where no species constitutes any more than 10% of the total tree inventory. In addition to providing optimum levels of species diversity, it is also important to vary the ages of trees within each species that is represented in an area of the town, which can be achieved through an annual planting program. This measure will help to prevent wide spread loss of trees would that reach the end of their useful lifespan at the same time. The inventory analysis will also show how many trees are in good condition, as well as which of the trees are unsuitable for their locations and will eventually outgrow their sites. Data from a tree inventory will show the current trunk diameters as they exist at the time of the inventory. Further analysis performed by the Town's Engineering Department will show the total quantity of trees that have the potential to outgrow the sites in which they are growing. The inventory will also show the height ranges as they exist at the time of the inventory, and how many will require regular pruning to control their size.

**People Served:** Although the residents of the 14221, 14051, 14228, 14068, 14260 and 14261 zip codes are the primary beneficiaries of this project, there are benefits of this project will ultimately impact all of Amherst's 122,366 residents. This Phase II Inventory will complete the Town's four-year process. This Phase II Project will also include a town-wide CFMP.

Using the recommended tree benefit calculator and assuming an average deciduous medium leaf tree, 10 inches in diameter, citizens reap \$106/year per tree in benefits. With an estimated 75,000 trees in the public right-of-ways within the Phase II project area, that equates to \$7,950,000 in benefits with a potential for additional once new planting sites are identified in the tree inventory. The Town will retain an ISA-Certified consulting arborist firm to conduct the computerized inventory project since it does not have the necessary depth of staff in-house. The consultant will conduct planning meetings, finalize data fields to be collected with Town staff, define management zones, prepare a, inventory plan by streets and dates, and modify the data collection schedule with Town personnel to maximize the quality and quantity of data collected in the two growing seasons when the inventory will take place.

**Service Delivery:** For the tree inventory, the primary method of service delivery is the consulting arborist firm to be hired using grant funds to collect the tree data and input into i-Tree software. The Town will take the data collected by the arborists and migrate it into the Town's GIS system, to be performed by Brian Barnes. This tree inventory project is an integral part of a comprehensive tree care program to be undertaken by the Town of Amherst. The Town will be responsible for the data migration, storage, management, and back-up of the data collected by the consultant firm, as well as the maintenance of the inventory for a minimum of five years following the grant closeout. Amherst has never conducted a full scale inventory of all its trees, so this Phase II project will not only help mark trees for treatment or removal, but also provides information on the forestry program for future plantings and risk assessment. The existing tree information, housed in a three-ring binder, was collected in the 1970's. The paper is in such poor condition that it is difficult to use for anything other than historical data.

**Hours of Operation:** Arborists will only perform their tree inventory work during the hours of 8:00 AM – 5:00 PM. The entire project is slated to begin on or around March 2, 2020 and will be completed by March 1, 2022. The proposed project schedule is:

**March 2020:** Upon execution of a contract with the DEC for an UCF Grant, the Town of Amherst will issue an RFP for professional services related to the collection of data for a tree inventory of approximately 75,000-80,000 street trees in the Phase II Project Area. A press release, coordinated with the DEC, will be published to announce the grant award.

**April 2020:** Consultant arborist firm is selected. Town of Amherst enters into contract with consultant arborist for work to be completed by March 1, 2022. Consultant arborist meets with cadre of Town staff from Planning, Engineering and Highway/Forestry Division, as well as the Sierra Club and Daemen College to review project implementation, including schedule, methodology and public awareness/education campaign. DEC Regional Forester Patrick Marren will be invited to attend.

Observation of Arbor Day on Saturday, April 25, 2020: The Town will host an Arbor Day Celebration on Saturday to maximize participation, with activities scheduled at Amherst State Park. Hands-on activities and demonstrations by Town personnel will help engage children and their families to make this a fun, informational community event. Printed information from this event will be placed on the Town's website, specifically on the webpage dedicated to this tree inventory project. This page will also contain the bi-weekly project updates, as well as a schedule of streets the inventory will follow so residents will know when to expect the arborists in their neighborhood. Ultimately, as it is collected and verified by the Town, the tree data will also be available on this webpage. The DEC will be credited for funding the inventories on all printed/online materials.

May 2020 – September 2020: Consulting arborist commences street tree inventory. Data is collected, risk assessments are performed and future planting sites are noted. All of this data is migrated into Town's GIS program and analyzed. Bi-weekly reports are submitted to the Town Highway Superintendent/Project Director Patrick Lucey, who presents the information at Town Board meetings. Since the inventory is ideally performed when trees are fully-leaved, the inventory will be suspended at the end of September and will resume in the spring of 2021.

October 2020: With part of the tree inventory data completed, a public education session will be held to bring the public up to speed on the first year of project activities. Using the results of the Phase I Inventory as an example, the project team, together with the consulting arborist, will provide a formal presentation to the public. Partners from Daemen College and the Sierra Club will be on-hand to give updates on related activities within their organizations. Invitations to this event will be made on the project site page on the town's website, as well as to neighborhood groups where the inventory was recently completed and to those earmarked for the spring of 2021. A press release about the event will also be issued to local media and social media outlets. DEC Forester Patrick Marren will also be invited to attend.

November 2020: Consultant arborist meets with cadre of Town staff from Planning, Engineering and Highway/Forestry Division, as well as Amherst Conservation Advisory Council to review project implementation, including completion schedule for 2021/2022, methodology and public awareness/education campaign events as part of the culmination of this project. Dates are selected and locations are "booked" for these events.

March 2021 – April 2021: Project partners and the Town's project team meet to finalize Arbor Day 2021 events and publicity. The event will have multiple locations, including at Daemen College and at the Amherst State Park. Tree planting demonstrations, as well as maintenance techniques, such as pruning and mulching, will be performed by professionals. Formal ceremonies to mark advances made to the "Million Tree Planting" Campaign will also be highlighted with local, State and federal officials to draw awareness and funding needed to achieve this campaign. Age-appropriate children's activities, including coloring and seedling giveaways, music, community gardening opportunities are just some examples of the family-centered events planned for Arbor Day. As a designated Tree City USA community for the past 24 years, the Town of Amherst has always demonstrated its commitment to public participation and engagement in all initiatives, particularly those focused on the environment.

May 2021 - September 2021: Consulting arborist completes remaining street tree inventory. Data is collected, risk assessments are performed and future planting sites are noted. All of this data is migrated into Town's GIS program and analyzed. Bi-weekly reports are submitted to the Town Highway Superintendent/Project Director Patrick Lucey, who presents the information at Town Board meetings.

October 2021: A second Amherst Conservation Advisory Council-sponsored public awareness and education event is held at Daemen College because it can provide expansive indoor space to accommodate large groups. The consulting arborist will also be on hand to share the results of the inventory from Phase I and II. Town staff will have GIS demonstrations, along with hand-held units to demonstrate the data collection, migration and integration. The media will be invited to attend so the Town can create awareness about the value of trees in Amherst. Each partner will also use their own website and social media avenues to publicize the event. DEC Forester Patrick Marren will also be invited to attend.

December 2021 – January 2022: Phase II Tree Inventory is complete. The consulting arborist will complete the CFMP based on the completed Phase I and Phase II tree inventory. A draft plan will be made available to the public, the DEC (including the Regional Forester) and the Town's Project Team.

February 2022: Comments will be addressed and the CFMP will be finalized. Both electronic and hard copies will be made available to the DEC, as well as posted to the Town's website. Project is completed. Inventory is sent electronically to NYS DEC. Final grant close-out/administration is completed.

PROJECT NAME: Town of Amherst Street Tree Inventory Phase II & Community Forestry Management Plan for Trees Outside of 14226 Zip Code  
CONTRACTOR SFS PAYEE NAME: Town of Amherst

WORK PLAN PERIOD: From: 03/02/2020  
To: 03/01/2022

Objective #1: Phase II Inventory: Identify all of the ROW trees on town-owned streets in the Town of Amherst, outside of the 14226 zip code.

Task: a. Hire Professional Consulting Arborist firm with expertise to create an inventory using GPS locations and i-Tree software that will be integrated into the Town's GIS Program.

Performance Measures:

- i. Contract With Arborist within two months of executed contract with DEC. Project is to be completed by 03/02/2022. Phase II Inventory completed by 12/31/21 and CFMP by 1/31/22.
- ii. Enlist cadre of Town staff from Highway, Planning and Engineering Depts. to aid Arborist in the data collection, data integration and analysis of tree inventory. Each staff member will have defined roles and schedule to work with arborist.
- iii. Brian Barnes (Engineering Dept.) provides and verifies data collection and information gathered by Consulting Arborist firm. Town Arborist Kurt Stanley oversees work of consulting arborist to keep inventory moving forward according to project schedule.
- iv. Final inventory will contain the following information in i-Tree software to be integrated into Town's GIS platform and provided to DEC on thumb drive:
  - a. Column headings and description of column content/codes
  - b. Diameter at breast height (inches)
  - c. Tree species (genus and common names)
  - d. GIS/GPS location + street address
  - e. Crown width
  - f. Tree health and hazard tree identification/emergency storm response
  - g. Potential tree planting sites
  - h. Level II Risk Assessments

Objective #2: Create a Community Forestry Management Plan (CFMP)

Task: a. Hire Professional Consulting Arborist firm with expertise to prepare a CFMP.

Performance Measures:

- i. Contract With Consulting Arborist within two months of executed contract with DEC. CFMP to be completed by 03/02/2022.
- ii. Consulting Arborist will prepare a forest management plan that will contain the following items:

- a. The development of budgets and work plans including timelines and tasks for the purpose of improving and maintaining the community forest within the Town of Amherst.
- b. The use of the tree inventory which identifies management needs i.e. pruning rotations, removal implementation, prioritization of work load
- c. Storm preparedness and response planning
- d. Invasive species preparedness and response
- e. Planting plan to address the unique characteristics of the project location, such as species diversity; understory plantings; erosion control and brownfields that could be impacted with planting and would address local needs.
- f. Cost-benefit analysis of environmental issues, such as water quality, air quality, reduce urban heat island effect, energy efficiencies, storm water management, health of the Amherst community forest.
- g. Recommend creation and/or use of a community tree board and designate their activities. The timeline for this task is 3 months.

iii. Electronic and hard copies of the Town of Amherst CFMP will be submitted to the DEC and on the Town's project website. Town's Forester will be responsible to maintain this plan annually.

Objective #3: Partnerships for Outreach , Education & Future Planting Sites:

Task: a. Utilize Sierra Club and Daemen College to roll-out public education and awareness meetings

Performance Measures:

- i. Completion of inventory will result in public education and outreach meetings with public about tree inventory, including care and maintenance of public ROW street trees.
- ii. Consulting Arborist and Town Arborist consult with DEC Regional Arborist, Patrick Marren frequently for updates, guidance and to provide status updates, option to participate in public education and awareness meetings at Daemen College and Amherst State Park.
- iii. Capture photos, videos of public events to be shared via social media, as well as traditional media outlets. DEC credited for UCF Grant.
- iv. Sierra Club and Daemen College, with Town staff, will seek publicity through media outlets for the Town's project to further build awareness for the project, as well as to educate on street tree care and maintenance, town rules regarding trees.
- v. The Town's partnership with the Sierra Club and Daemen College will be used to continue to work with the Town Arborist and Consulting Arborist to identify future planting sites while modeling proper tree planting techniques to continue the five-year "Million Tree Planting Program" begun in November 2019.

Task: b. Town of Amherst Planning, Highway & Engineering Depart. to provide updates at Town Board Meetings, and on the Town's Tree Inventory Project Webpage.

Performance Measures:

- i. Project Webpage on the Town's website is updated to provide most current available information on tree inventory, including data collected to date, and inventory schedule by street; credit given to DEC on project webpage for funding the inventory.
- ii. Town Board is provided with periodic verbal reports at Town Board meetings.

Objective #4. Long-Term Maintenance & Support:

Task: a. Amherst Highway Dept. has completed inventory and CFMP with future planting sites identified and prioritized

Performance Measure:

- i. Highway Dept. budget reflects line items for tree plantings, removals and maintenance based on inventory and CFMP.

Task: b. Inventory is maintained on a continuous basis for a minimum of five years.

Performance Measure:

- i. Town Forester, Kurt Stanley (employee of Highway Dept.) is charged with maintaining tree inventory on monthly basis.

Task: c. Partners (The Sierra Club and Daemen College) will continue their direct work with the town's residents.

Performance Measure:

- i. Public participation is planned and outlined each year for information sessions that will continue regarding tree plantings, maintenance, threat of invasive species, Arbor Day Events, and creating neighborhood "tree stewards," and steps taken to achieve of "Million Tree Planting Program."

#### **Organizational Capacity**

Describe the staffing, qualifications and ongoing staff development/training activities, and relevant experience of the provider organization to support the project.

Amherst has involved all of its internal stakeholders to plan this inventory. At the conclusion of the two-year project, the Town's cash and in-kind contribution of \$272,000 exceeds the DEC's UCF Grant is equivalent to a 78% match in a program, which does not require matching funds. Amherst receives hundreds of thousands of grants annually and possesses the internal controls to administer this project programmatically and financially. The primary personnel to implement this project are Director of Strategic Planning Margaret Hamilton-Winship acting as the Project Manager, Finance Department Project Manager Dan Rizzo, Planning Director Daniel Howard, Landscape Architect Jeff Szatkowski, Highway Superintendent Patrick Lucey, Town Forester Kurt Stanley, and the Town's Engineering Dept. Senior GIS Analyst, Brian Barnes.

Day-to-day management and oversight of the consulting arborist firm will provided by the Highway Superintendent Patrick Lucey and Forester Kurt Stanley. Ms. Winship will oversee grant administration with the DEC and the timely submission of periodic reports and the grant close-out. Mr. Barnes will import the arborists' data into the Town's GIS program and will oversee the data collection and migration over the course of the project, as well as updates to the inventory as new trees are planted or existing trees are felled. The Planning Department will utilize the tree inventory in their recommendations for re-forestation plans throughout the town, excluding the 14226 zip code, which is part of the Phase I Inventory.

In compliance with New York State General Municipal Law, the Town of Amherst has the authority to hire professional firms and contractors and otherwise advance the Phase II Tree Inventory and CFMP. The Town meets eligibility criteria as a local government that is willing and able to assume responsibility for all aspects of an approved UCF project, and will see that the project is successfully implemented, completed within the two-year period, and maintained for a minimum of five years following closeout.

If awarded, the Town agrees to pay upfront project costs with subsequent reimbursement, and accepts responsibility for project development and maintenance. Procurement will follow the requirements established by the DEC. With only one budgetary line item to manage, the Town will be able to stay on its planned timeline.

By administering the grant internally, Amherst will be able to closely monitor expenses to ensure the project stays on schedule and within budget. Amherst



has the experience and administrative capabilities to manage this grant and fulfill all required reporting requirements on a timely basis. A list of the staff and their respective qualifications, who will be participating in the management of this project, is attached in Sec. 22 Professional Services/Qualifications Post-Award.

Home to the State University at Buffalo (North Campus), major corporations, and dozens of hotels, the Town of Amherst hosts many first-time visitors to the Western New York region. Maintaining a healthy, diverse, and well-cared for tree population will help to create a positive first impression on those who are new to this area or who are seeing it for the first time. These vast and unique open spaces promote a positive image of Western New York, and will enhance the public perception of this region by showcasing some of the region's most valuable assets: changing seasons, recreational opportunities, and diverse landscapes.

## OBJECTIVES

### Instructions:

1. Enter an *Objective* in the field provided below.
2. Select the **Save** button.
3. To add another *Objective*, when applicable, select the **Add** button above.
4. Follow the directions below for adding *Tasks* to the *Objective*.
5. Click Forms Menu to return to the navigation links.

### Objective Name

### Objective Description

### Instructions for Adding Tasks for this Objective:

Click the **Task** link in the Forms Menu navigation panel above to add a Task to this Objective.

## OBJECTIVES AND TASKS

### Instructions:

1. Select the **View/Add** link next to a Task to add or edit the Performance Measures for that Task.
2. Click Forms Menu to return to the navigation links.

| Objective             |
|-----------------------|
| Objective Name        |
| Objective Description |

## TASKS

### Instructions:

1. Enter an *Task* in the field provided below.
2. Select the **Save** button.
3. To add another *Task*, when applicable, select the **Add** button above.
4. Follow the directions below for adding *Performance Measures* to the *Task*.
5. Click Forms Menu to return to the navigation links.

### Objective:

### Task Name

### Task Description

### Instructions for Adding Performance Measures for this Task:

Click the **Performance Measures** link in the Forms Menu navigation panel above to add a Performance Measure to this Task.

## DEFINE TASKS

### Objective:

### Task

## PERFORMANCE MEASURE

### Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

**Objective:**  
**Task:**  
**Performance Measure Name**  
 Integer

### PERFORMANCE MEASURE

#### Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

**Objective:**  
**Task:**  
**Performance Measure Name**  
 Integer

### PRE-SUBMISSION UPLOADS

#### Instructions:

1. Select the **Browse** button to locate an upload.
2. Select the **Save** button above to load it into the system.
3. If the Grant Opportunity you are applying for requires that a specific document be uploaded, a link to the Document Template will appear under the upload row. Click the link to download and save the Document Template to your computer. Once you have filled out the Document Template you can use the associated **Upload** row to upload the document as part of your application.

General Instructions: Below is a list of documents an applicant may or may not be required to complete and upload. Please review the Request For Application (RFA) to be sure you provide all necessary and required documents to complete your application. DO NOT UPLOAD PASSWORD PROTECTED OR SECURED DOCUMENTS. ENSURE ALL PASSWORDS ARE REMOVED PRIOR TO UPLOADING IN THE GRANTS GATEWAY.

#### Attachment S\*

State Finance Law §139-I requires all applicants of grant funding to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the Department of Labor's model policy and training standards) to all its employees. [FileNetDocRetrieval.aspx?docID={75AADC2A-CAC1-4C00-AF30-F8EAC26B68F2}](#)

**Document Template:** [Click here](#)

#### Workplan Worksheet

Work Plan Worksheet: The Work Plan Worksheet may be used as a tool to help the applicant organize their proposed project objectives, tasks, and performance measures. The Worksheet should NOT be uploaded back into the Grants Gateway. Only objectives, tasks and performance measures entered into the "Work Plan: Grantee Opportunity Defined" section of the Grants Gateway application will be evaluated and scored.

**Document Template:** [Click here](#)

#### Municipal Endorsement

Sample Municipal Endorsement: A not-for-profit organization proposing a project on municipal property must upload a signed municipal endorsement. A municipal endorsement provides authorization for the not-for-profit to conduct the proposed project on municipal property. A sample municipal endorsement can be downloaded here for an applicant's use.

**Document Template:** [Click here](#)

#### Place Holder

This section is reserved as a place holder for additional uploads which may or may not be needed or required, at DEC's discretion [FileNetDocRetrieval.aspx?docID={05A88EBC-5869-4531-BC3D-D5A0F886367D}](#)

#### DEC Regions

For applicants to reference when selecting their project region.

**Document Template:** [Click here](#)

#### Attestation

By clicking the **I Agree** button below, you certify and agree that you are authorized on behalf of the applicant and its governing body to commit the applicant to comply with the requirements of Article 15-A of the New York State Executive Law: Participation By Minority Group Members and Women With Respect To State Contracts by providing opportunities for Minority-owned Business Enterprise (MBE)/Woman-owned Business Enterprise (WBE) participation. You further certify that the applicant will maintain such records and take such actions necessary to demonstrate such compliance throughout the completion of the project.

By clicking the **I Agree** button below, you certify that you are authorized on behalf of the applicant and its governing body to submit this application. You further certify that all of the information contained in this Application and in all statements, data and supporting documents which have been made or furnished for the purpose of receiving Assistance for the project described in this application, are true, correct and complete to the best of your knowledge and belief. You acknowledge that offering a written instrument knowing that the written instrument contains a false statement or false information, with the intent to defraud the State or any political subdivision, public authority or public benefit corporation of the State, with the knowledge or belief that it will be filed with or recorded by the State or any political subdivision, public authority or public benefit corporation of the State, constitutes a crime under New York State Law.

**Submitted By:** [Connie Miner](#) **Submitted On:** 12/4/2019 11:56:06 AM





# Amherst Town Board

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Economic Development  
 Initiated by: **Angela Rossi**  
 Co-Sponsored by:

DOC ID: 25272

## RESOLUTION 2022-101

**ADOPTED**

# Local Government Records Management Funding - CRS 3100

Authorize the Supervisor to accepting funding from the NYS Education Department, Local Government Records Management, CRS 3100.

**1/18/2022**

Consent

### FINANCIAL IMPACT:

-\$52,650

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

**The University of the State of New York  
THE STATE EDUCATION DEPARTMENT  
(see instructions for mailing address)**

**PROPOSED BUDGET FOR A  
FEDERAL OR STATE PROJECT  
FS-10 (3/15)**

**Project Number: 0580 -<sup>24</sup>~~21~~ -8790**

|                          |                                                      |
|--------------------------|------------------------------------------------------|
| Funding Source:          | Local Government Records Management Improvement Fund |
| Report Prepared By:      | Emily Melski                                         |
| Agency Name:             | Town Of Amherst                                      |
| Mailing Address:         | 5583 Main St                                         |
| City, State:             | Williamsville NY 14221                               |
| Telephone#:              | County: Erie                                         |
| E-Mail Address:          | emelski@amherst.ny.us                                |
| Project Operation Dates: | Start 07/01/2020 End 06/30/2021                      |

**INSTRUCTIONS**

Submit the original budget and the required number of copies along with the completed application directly to the appropriate State Education Department office as indicated in the application instructions for the grant program for which you are applying. DO NOT submit this form to the Grants Finance.

Enter whole dollar amounts only.

Prior approval by means of an approved budget (FS-10) or budget amendment (FS-10-A) is required for:

Personnel positions, number and type

Beginning with the 2005-06 budgets, equipment items having a unit value of \$5,000 or more, number and type

Any increase in a budget subtotal (professional salaries, purchased services, travel, etc.) by more than 10 percent or \$1,000, whichever is greater

Any increase in the total budget amount.

Certification on page 8 must be signed in blue ink by Chief Administrative Officer or designee. High quality computer generated reproductions of this form may be used.

For changes in agency or payee address contact the State Education Department office indicated on the application instructions for the grant program for which you are applying.

For further information on budgeting, please refer to the Fiscal Guidelines for Federal and State Aided Grants which may be accessed at [www.oms.nysed.gov/cafe/](http://www.oms.nysed.gov/cafe/) or call Grants Finance at (518) 474-4815.

Attachment: Proposed Budget LGRMIF 0580-22-8790 (RES-2022-101 : Local Government Records Management Funding - CRS 3100)



**SALARIES FOR PROFESSIONAL STAFF: Code 15****12.1.3.a**

Include only staff that are employees of the agency. Do not include consultants or per diem staff. Do not include central administrative staff that are considered to be indirect costs, e.g., business office staff. One full-time equivalent (FTE) equals one person working an entire week each week of the project. Express partial FTE's in decimals, e.g., a teacher working one day per week equals .2 FTE.

| <b>Specific Position Title</b>     | <b>Full-Time Equivalent</b> | <b>Annualized Rate of Pay</b> | <b>Project Salary</b> |
|------------------------------------|-----------------------------|-------------------------------|-----------------------|
| Director of Information Technology | 32.0                        | \$60.67                       | \$1,941               |
| Computer Support Technician        | 59.0                        | \$24.73                       | \$1,459               |
| Subtotal - Code 15                 |                             |                               | \$3,400.00            |

**SALARIES FOR SUPPORT STAFF: Code 16**

Include salaries for teacher aides, secretarial and clerical assistance, and for personnel in pupil transportation and building operation and maintenance. Do not include central administrative staff that are considered to be indirect costs, e.g., account clerks.

| <b>Specific Position Title</b> | <b>Full-Time Equivalent</b> | <b>Annualized Rate of Pay</b> | <b>Project Salary</b> |
|--------------------------------|-----------------------------|-------------------------------|-----------------------|
| Subtotal - Code 16             |                             |                               | \$0.00                |

Include consultants (indicate per diem rate), rentals, tuition, and other contractual services. Copies of contracts may be requested by the State Education Department. Purchased Services from a BOCES, if other than applicant agency, should be budgeted under Purchased Services with BOCES, Code 49.

| Description of Item             | Provider of Services | Calculation of Cost | Proposed Expenditure |
|---------------------------------|----------------------|---------------------|----------------------|
| Microform Document Conversation | Beils/InStream       | 49250               | \$49,250             |
| Subtotal - Code 40              |                      |                     | \$49,250.00          |

## SUPPLIES AND MATERIALS: Code 45

Include computer software, library books and equipment items under \$5,000 per unit.

| Description of Item | Quantity | Unit Cost | Proposed Expenditure |
|---------------------|----------|-----------|----------------------|
| Subtotal - Code 45  |          |           | \$0.00               |

CF121  
 ENTRY DATE 10/22/21  
 PROJECT 0580228790  
 SED CODE 140203640550  
 NYC DOC #

GRANTS FINANCE  
 PROJECT STATUS REPORT  
 LOCAL GOV'T RECORDS MANAGEMENT  
 TOWN OF AMHERST

RUN DATE 10/22/21

| BUDGET DETAIL INFORMATION |    |           |                     |
|---------------------------|----|-----------|---------------------|
| PROF SALARY               | 15 | 3,400.00  | BEGIN DATE 07/01/21 |
| NON PROF SALARY           | 16 | 0.00      | END DATE 06/30/22   |
| PURCH SERVICES            | 40 | 49,250.00 | AMENDMENT #         |
| SUPP & MATERIAL           | 45 | 0.00      | CONTRACT #          |
| TRAVEL EXPENSE            | 46 | 0.00      | STOP DATE           |
| EMP BENEFITS              | 80 | 0.00      | REFUND CHECK #      |
| INDIRECT COST             | 90 | 0.00      | IND COST RATE 0.0   |
| BOCES SERVICES            | 49 | 0.00      | INT ELIG N          |
| REMODELING                | 30 | 0.00      |                     |
| EQUIPMENT                 | 20 | 0.00      |                     |

| BUDGET SUMMARY INFORMATION |               |              |                 |
|----------------------------|---------------|--------------|-----------------|
| FUNDYEAR                   | BUDGET SPLITS | PAID TO DATE | OUTSTANDING ENC |
| 058022                     | 52,650.00     | 26,325.00    | 26,325.00       |
| 058021                     | 0.00          | 0.00         | 0.00            |
| 058023                     | 0.00          | 0.00         | 0.00            |
|                            | 0.00          | 0.00         | 0.00            |
|                            | 0.00          | 0.00         | 0.00            |
| TOTAL                      | 52,650.00     | 26,325.00    | 26,325.00       |

| LOG AND CONTRACT DATES |          |          |          |
|------------------------|----------|----------|----------|
| BUDGET                 | RECEIVED | ENTERED  | APPROVED |
| INTERIM                | 10/12/21 | 10/15/21 | CONTRACT |
| FINAL                  |          |          |          |

| CASH DETAIL |         |       |     |       |      |           |        |        |       |     |
|-------------|---------|-------|-----|-------|------|-----------|--------|--------|-------|-----|
| ENTRY       | DOC #   | TRANS | ENC | RPT   | LINE | AMOUNT    | FUNDYR | MIR    | PD DT | S'  |
| 102221      | 552054F | INIT  | 000 | 10/21 | 01   | 26,325.00 | 058022 | 101221 |       | EN' |

THIS BUDGET HAS BEEN PROCESSED BY THE NEW YORK STATE  
 EDUCATION DEPARTMENT. THIS SUMMARY REPLACES THE SIGNED COPY.

Attachment: Proposed Budget LGRMIF 0580-22-8790 (RES-2022-101 : Local Government Records Management Funding - CRS 3100)


**Amherst Town Board**

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Engineering  
 Initiated by: **Jeffrey S. Burroughs**  
 Co-Sponsored by:

DOC ID: 25296

**RESOLUTION 2022-102**
**ADOPTED**

## 2022 - 2027 Capital Improvement Program Amendment CIP Project No. H-15: Purchase of Streetlight Assets and Conversion to LED

The Engineering Department is recommending amendment of the 2022-2027 CIP for the above referenced project in the amounts shown in the table below. This amendment will allocate adequate funding to the Town's Street Lighting acquisition and upgrade project.

| <b>CIP No.</b> | <b>Project Description</b>                           | <b>2022 Bond Allocations</b>        | <b>Amend To</b>                     |
|----------------|------------------------------------------------------|-------------------------------------|-------------------------------------|
| H-15           | Purchase of streetlight assets and conversion to LED | \$ 8,100,000 LA \$<br>18,900,000 LF | \$ 4,500,000 LA \$<br>26,500,000 LF |
|                | <b>Total</b>                                         | <b>\$ 27,000,000</b>                | <b>\$ 31,000,000</b>                |

*LA: General Fund Bond; LF: Lighting District Bond*

Please approve this amendment to the 2022-2027 CIP and reassign the funding as identified above. Please note that these costs are not included in the 2022 CIP total. The project is designed to decrease the tax burden to both the General Street Lighting and the Street Lighting District by offsetting netting reduced utility payments (resulting from billing conversion to NG-SC-3 & NYSEG-SC-4) against annual debt service and maintenance payments for the facilities. Funding for future bond payments will come from expenditure savings in the "A" and "E" funds.

**1/18/2022**

Consent

**FINANCIAL IMPACT:**

See Table

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |


**Amherst Town Board**

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Engineering  
 Initiated by: **Jeffrey S. Burroughs**  
 Co-Sponsored by:

DOC ID: 25297

**RESOLUTION 2022-103**
**ADOPTED**

## Omnia Partners Contract 16154-RFP Extension – Industrial Supplies Applied Industrial CRS No. 3128

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Applied Industrial Technologies, Inc. The terms and conditions within the Omnia Partners Contract 16154-RFP will remain the same. This extension will run from January 01, 2022 through December 31, 2026.

Funds for this request are listed Town-wide and various.

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

Thank you for considering this request.

**1/18/2022**

Consent

**FINANCIAL IMPACT:**

Town-wide; Various

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |



## AGREEMENT

Let this document stand as an Agreement between Applied Industrial Technologies and the Town of Amherst permitting the Town of Amherst to extend their existing contract with Applied Industrial Technologies to purchase Industrial Supplies under Omnia Partners Contract 16154-RFP. Both parties agree that the terms and conditions specified in the original contract will remain the same. The term of this 5-year contract extension will be from date of Town Board approval through December 31, 2026.

During the term of this Agreement, Applied Industrial Technologies agrees to invoice the Town of Amherst for all parts, material and labor at the rates specified in the Omnia Partners Contract 16154-RFP or at further discounted rates when such rates are part of a special being offered on certain parts or special service package offered to Applied Industrial Technologies customers, it further being agreed that the prices set forth in Applied Industrial Technologies invoices shall be the price charged and that no further attempts will be made to change or seek payment of as different price.

Agreed to and Accepted by:

**APPLIED INDUSTRIAL TECHNOLOGIES, INC.**

By: \_\_\_\_\_

Signature

Jason Vasquez

Printed name

Vice President

Title

Date: December 17, 2021

Agreed to and Accepted by:

**TOWN OF AMHERST**

By: \_\_\_\_\_

Brian J. Kulpa  
Supervisor

Date: \_\_\_\_\_

**SERIAL 16154-RFP      MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL  
SUPPLIES, AND RELATED PRODUCTS AND SERVICES  
(U.S. Communities) Contract - Applied Industrial Technologies Inc.**

**DATE OF LAST REVISION: September 16, 2021    CONTRACT END DATE: December 31, 2026**

**CONTRACT PERIOD THROUGH DECEMBER 31, 2024 2026**

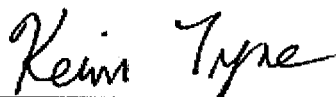
**TO:                    All Departments**

**FROM:                Office of Procurement Services**

**SUBJECT:            Contract for MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL  
SUPPLIES, AND RELATED PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 11, 2017 (Eff. 02/01/17)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



**Kevin Tyne, Chief Procurement Officer  
Office of Procurement Services**

**IG/mm**  
Attach

**Copy to:            Office of Procurement Services  
Beth, Cressman, FMD  
Sammi Birchard, FMD**

**Attachment: TOA - Applied Industrial Extension (RES-2022-103 : Omnia Partners Contract 16154-RFP Extension - Industrial Supplies)**



## CONTRACT PURSUANT TO RFP

**SERIAL 16154-RFP**

This Contract is entered into this 11<sup>th</sup> day of January, 2017 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Applied Industrial Technologies Inc., an Ohio corporation ("Contractor") for the purchase of Maintenance Repair and Operating Supplies and Services.

### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Five (5) years, beginning on the 1<sup>st</sup> day of February, 2017 and ending the 31<sup>st</sup> day of December, ~~2024~~ 2026.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

### 2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

### 3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the prices based on the discounts stated in Exhibit "A." or Task Order.
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.
- 3.3 INVOICES:
  - 3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number or
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)

## SERIAL 16154-RFP

- Contract Item number(s)
  - Description of Purchase (product or services)
  - Pricing per unit of purchase
  - Freight (if applicable)
  - Extended price
  - Mileage w/rate (if applicable)
  - Arrival and completion time (if applicable)
  - Total Amount Due
- 3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.
- 3.4 PAYMENT RETENTION: (By Task Order/Project if required)
- 3.4.1 Ten percent (10%) of monies paid for Project Management and Project Labor earned by CONTRACTOR related to work under this agreement shall be retained by COUNTY until Final Completion of the services. COUNTY may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this contract by County through no fault of CONTRACTOR, CONTRACTOR shall be entitled to the refund of any funds in the retention account.
- 3.4.2 The CONTRACTOR shall have the right, pursuant to Arizona Revised Statutes, to submit securities in lieu of retention for all work completed. The CONTRACTOR is required to request this option at least ten (10) business days prior to submission of first Application for Payment to allow time for preparation of forms. The CONTRACTOR shall request and obtain securities forms through COUNTY. The COUNTY must identify either securities option or retention option prior to first Application for Payment.
- 3.5 APPLICABLE TAXES:
- 3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor.

**SERIAL 16154-RFP**

Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.7 TAX (COMMODITIES):

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

3.8.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.9.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

3.10 VOLUNTARY EMPLOYEE DISCOUNTS

3.10.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.10.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee are a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.



## SERIAL 16154-RFP

- 4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

## 5.0 DUTIES:

The Contractor shall perform all duties stated in Exhibit "B", Task Order or as otherwise directed in writing by the Procurement Officer or USC member.

## 6.0 TERMS and CONDITIONS:

## 6.1 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. In no event shall Contractor be liable for indirect, incidental, special or consequential damages.

The scope of this indemnification does not extend to the sole negligence of County.

## 6.2 INSURANCE.

- 6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

## SERIAL 16154-RFP

- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.2.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service to the extent of Contractor's negligence or omissions.
- 6.2.8 **Commercial General Liability.**
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 6.2.9 **Automobile Liability.**
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.
- 6.2.10 **Workers' Compensation.**
- Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.
- Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.
- 6.2.11 **Errors and Omissions (Professional Liability) Insurance.**
- Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or

## SERIAL 16154-RFP

professional liability of the **CONTRACTOR**, with limits of no less than \$2,000,000 for each claim.

**6.2.12 Builder's Risk (Property) Insurance.**

CONTRACTOR shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than COUNTY has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of COUNTY, CONTRACTOR, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by COUNTY. For new construction projects, CONTRACTOR agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, CONTRACTOR agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract. Builders' Risk insurance must provide coverage from the time any covered property comes under CONTRACTOR'S control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and any insurance or self-insurance maintained by the County is not contributory. If the Contract requires testing of equipment or other similar operations, at the option of COUNTY, CONTRACTOR will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

**6.2.13 Certificates of Insurance.**

6.2.13.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

**6.2.14 Cancellation and Expiration Notice.**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2

## SERIAL 16154-RFP

business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to **160 South 4<sup>th</sup> Avenue 320 West Lincoln Street**, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

6.3 BOND REQUIREMENT: (If required by Project/Task Order)

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor.

- 6.3.1 A Performance Bond equal to the full Contract amount (\$\_\_\_\_\_ or as specified) conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.
- 6.3.2 A Payment Bond equal to the full contract amount (\$\_\_\_\_\_ or as specified) solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Contract.
- 6.3.3 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.
- 6.3.4 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

6.4 FORCE MAJEURE

- 6.4.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.
- 6.4.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 6.4.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

## SERIAL 16154-RFP

- 6.4.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

## 6.5 WARRANTY OF SERVICES:

- 6.5.1 If services are provided through a third party, the Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract to the extent of third party's warranty. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- 6.5.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.
- 6.5.3 CONTRACTOR MAKES NO WARRANTY AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS ARE HEREBY EXCLUDED.

## 6.6 INSPECTION OF SERVICES:

- 6.6.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.
- 6.6.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 6.6.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:
- 6.6.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
- 6.6.3.2 Reduce the Contract price to reflect the reduced value of the services performed.
- 6.6.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:
- 6.6.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or
- 6.6.4.2 Terminate the Contract for default.

~~6.7 REQUIREMENTS CONTRACT:~~

~~Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.~~



## SERIAL 16154-RFP

~~County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.~~

~~Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.~~

#### 6.8 BACKGROUND CHECK:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

#### 6.9 SUSPENSION OF WORK

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

#### 6.10 STOP WORK ORDER

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

- 6.10.1 Cancel the stop-work order; or
- 6.10.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.
- 6.10.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

## SERIAL 16154-RFP

## 6.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

## 6.12 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 6.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 6.12.2 Make progress, so as to endanger performance of this contract; or
- 6.12.3 Perform any of the other provisions of this contract.
- 6.12.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

## 6.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

## 6.14 CONTRACTOR LICENSE REQUIREMENT:

- 6.14.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.
- 6.14.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

**SERIAL 16154-RFP****6.15 SUBCONTRACTING:**

6.15.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

6.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

**6.16 AMENDMENTS:**

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

**6.17 ADDITIONS/DELETIONS OF SERVICE:**

6.17.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.17.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

**6.18 VALIDITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

**6.19 SEVERABILITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

**6.20 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

**6.21 NON-DISCRIMINATION:**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract,

## SERIAL 16154-RFP

CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

~~6.22~~ — ISRAEL BOYCOTT:

~~Per House Bill 2617 Contractor certifies that they are not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel.~~

6.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

~~is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;~~

~~have not within 3 year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;~~

~~are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and~~

~~have not within a 3 year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.~~

~~The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.~~

6.23.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers and directors;

6.23.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;

6.23.1.2 have not within three (3) year period preceding this Contract;

6.23.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and

6.23.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract; and

6.23.1.2.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to

## SERIAL 16154-RFP

obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.

6.23.1.3 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

6.23.2 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 INFLUENCE

As prescribed in MCI-1203 1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.



## SERIAL 16154-RFP

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code; any remedy in equity or in the law, or any remedy provided by this contract.

6.26 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.

6.26.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;

6.26.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

6.26.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

6.27 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

6.28 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.28.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.28.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.28.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.29 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to

**SERIAL 16154-RFP**

adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

**6.30 OFFSET FOR DAMAGES;**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

**6.31 PUBLIC RECORDS:**

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information. By the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

**6.32 PRICES:**

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

**6.33 INTEGRATION:**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

**6.34 RELATIONSHIPS:**

**6.34.1 In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.**

**6.34.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.**

**6.35 GOVERNING LAW:**

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

**6.36 ORDER OF PRECEDENCE:**

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

## SERIAL 16154-RFP

## 6.37 CONTRACT COMPLETION

The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

## 6.38 ORDERING AUTHORITY

Any request for purchase shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

## 6.39 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

6.37.1 This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.

6.37.2 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

## 6.40 PURCHASE ORDERS

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

## 6.41 WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

## 6.42 CONFIDENTIAL INFORMATION

Any information obtained in the course of performing this Contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new

## SERIAL 16154-RFP

and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information s shall be referred to the County for review and approval, prior to any dissemination.

6.43 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.43.1 Exhibit A, Pricing;

6.43.2 Exhibit B, Scope of Work;

6.43.3 Exhibit C Facilities Management Requirements

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Office of Procurement Services  
ATTN: Contract Administration  
**160 South 4th Avenue**  
~~320 West Lincoln Street~~  
Phoenix, Arizona 85003-2494

For Contractor:

APPLIED INDUSTRIAL TECHNOLOGIES INC.

~~1 APPLIED PLAZA~~

CLEVELAND, OHIO 44115-2193

Attn: Dan King

**2251 Network Pl**

**Chicago, IL 60673**

SERIAL 16154-RFP

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

Kurt Loring  
 AUTHORIZED SIGNATURE

Kurt Loring, Vice President  
 PRINTED NAME AND TITLE

1 Applied Plaza, Cleveland, OH 44115  
 ADDRESS

December 21, 2016  
 DATE

**MARICOPA COUNTY**

Don Brum  
 CHAIRMAN, BOARD OF SUPERVISORS

JAN 17 2017  
 DATE

**ATTESTED:**

Frank McCann  
 CLERK OF THE BOARD

JAN 17 2017  
 DATE

**APPROVED AS TO FORM:**

Ronald B. Pennington  
 DEPUTY COUNTY ATTORNEY

JAN 12, 2017  
 DATE



SERIAL 16154-RFP

**EXHIBIT A**  
**PRICING**

|                                  |                                            |
|----------------------------------|--------------------------------------------|
| SERIAL 16154-RFP                 |                                            |
| NIGP CODE: 45041                 |                                            |
| RESPONDENT'S NAME:               | Applied Industrial Technologies, Inc.      |
| COUNTY VENDOR NUMBER :           | W000006778                                 |
| ADDRESS:                         | 22510 Network Pl<br>+ Applied Plaza        |
|                                  | Chicago, IL 60673<br>Cleveland, Ohio 44115 |
| P.O. ADDRESS:                    | PO Box 6925, Cleveland, Ohio 44115-2193    |
| TELEPHONE NUMBER:                | 216-426-4400                               |
| FACSIMILE NUMBER:                | 216-373-5567                               |
| WEB SITE:                        | Applied.com                                |
| CONTACT (REPRESENTATIVE):        | Daniel King                                |
| REPRESENTATIVE'S E-MAIL ADDRESS: | dking@applied.com                          |

|                                                                       |            |
|-----------------------------------------------------------------------|------------|
|                                                                       | <b>YES</b> |
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT | [X]        |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                             | [X]        |
| PAYMENT TERMS. [X] NET 30 DAYS                                        |            |

**1.0 PRICING:**

|                                                                                                                                                                                                                                                             |             |                     |                                                   |        |                                        |                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------------|---------------------------------------------------|--------|----------------------------------------|----------------------------------------|
| Wholesale Catalog Discount By Category Industrial                                                                                                                                                                                                           |             |                     |                                                   | Feb-17 |                                        |                                        |
| 1.19                                                                                                                                                                                                                                                        | Category 19 | Industrial Products | Product Category pricing structure is as follows: |        |                                        |                                        |
| <b>EFFECTIVE 06/30/2017</b><br><b>*When the manufacturer list price is unavailable and or the manufacturer list price is inconsistent, Contractor's pricing methodology will default to a minimum of 10% discount from www.applied.com open site price.</b> |             |                     | Product Category                                  |        | Minimum Discount Off Manufactures List | Average Discount Off Manufactures List |
|                                                                                                                                                                                                                                                             |             |                     | Bearings                                          |        | 21.50%                                 | 46.70%                                 |
|                                                                                                                                                                                                                                                             |             |                     | Power Transmission                                |        | 22.00%                                 | 51.70%                                 |
|                                                                                                                                                                                                                                                             |             |                     | Safety Products                                   |        | 15.93%                                 | 29.90%                                 |
|                                                                                                                                                                                                                                                             |             |                     | Industrial Hose, Valves                           |        | 17.12%                                 | 32.30%                                 |
|                                                                                                                                                                                                                                                             |             |                     | Hand & Power Tool                                 |        | 12.48%                                 | 27%                                    |
|                                                                                                                                                                                                                                                             |             |                     | General Industrial Products                       |        | 15.15%                                 | 42.90%                                 |
|                                                                                                                                                                                                                                                             |             |                     | Industrial Chemical                               |        | 17.94%                                 | 28.70%                                 |
|                                                                                                                                                                                                                                                             |             |                     | Lubrication Products                              |        | 16.07%                                 | 31.70%                                 |
|                                                                                                                                                                                                                                                             |             |                     | Pneumatic Products                                |        | 17.11%                                 | 25.40%                                 |
|                                                                                                                                                                                                                                                             |             |                     | Hydraulic Products                                |        | 17.04%                                 | 36.70%                                 |

|     |                                                                                         |   |                            |  |
|-----|-----------------------------------------------------------------------------------------|---|----------------------------|--|
| 1.2 | Do you offer a Rebate in lieu of a discount                                             | Y |                            |  |
|     | Annual volume from \$500,000 to \$749,999                                               |   | 1.0% of eligible purchases |  |
|     | Annual volume \$750,000 or greater                                                      |   | 1.5% of eligible purchases |  |
|     | Note: "Eligible Purchases" are those made at standard contract price without additional |   |                            |  |

## SERIAL 16154-RFP

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                           |  |                                |                         |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | discounting. All exceptions must be noted |  |                                |                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | on the quote.                             |  |                                |                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                           |  |                                |                         |
| 1.3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <u>Industrial Services</u>                |  | <b>Service Type</b>            | <b>Minimum Discount</b> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                           |  | Fluid Power Repair             | 10.00%                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                           |  | Fluid Power Engineering        | 10.00%                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                           |  | Industrial Hose Assembly       | 10.00%                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                           |  | Rubber Fabrication and Service | 10.00%                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                           |  | Repair and Rebuild Centers     | 10.00%                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                           |  | MaintenancePRO Training        | 0.00%                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                           |  |                                |                         |
| <p>WARRANTIES: Materials are sold only with such warranties as may be extended by the manufacturer of the product. Services performed by third parties are subject only to those warranties extended by such third parties. APPLIED MAKES NO WARRANTY AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS ARE HEREBY EXCLUDED.</p> <p>Buyer is responsible for installation and use in accordance with manufacturer's instructions. Products are sold for commercial use only and are not intended for use by consumers. APPLIED specifically disclaims all warranties to those defined as consumers under the Magnuson-Moss Act. APPLIED personnel are not authorized to alter this policy</p> <p>Services performed by third parties are subject only to those warranties extended by such third parties. APPLIED MAKES NO WARRANTY AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS ARE HEREBY EXCLUDED.</p> <p>Buyer is responsible for installation and use in accordance with manufacturer's instructions. Products are sold for commercial use only and are not intended for use by consumers. APPLIED specifically disclaims all warranties to those defined as consumers under the Magnuson-Moss Act. APPLIED personnel are not authorized to alter this policy</p> <p>Materials are sold only with such warranties as may be extended by the manufacturer of the product.</p> <p>Services performed by third parties are subject only to those warranties extended by such third parties. APPLIED MAKES NO WARRANTY AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS ARE HEREBY EXCLUDED.</p> <p>Buyer is responsible for installation and use in accordance with manufacturer's instructions. Products are sold for commercial use only and are not intended for use by consumers. APPLIED specifically disclaims all warranties to those defined as consumers under the Magnuson-Moss Act. APPLIED personnel are not authorized to alter this policy.</p> |                                           |  |                                |                         |

SERIAL 16154-RFP

## **EXHIBIT B**

### **SCOPE OF WORK**

#### **CONTRACT FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities)**

##### **1.0 INTENT:**

The Contractor shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in an industrial environments for use by various public entities nationwide.

Other governmental entities under agreement with the County may have access to services provided hereunder.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

##### **1.1 INTRODUCTION, BACKGROUND AND INTENT: MASTER AGREEMENT**

Maricopa County, AZ (herein "Lead Public Agency" on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (herein "Products and Services").

##### **1.2 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES**

Contractors are to have the broadest possible selection of INDUSTRIAL SUPPLIES AND RELATED PRODUCTS AND SERVICES they offer. The intent of this contract is to provide Participating Public Agencies with a comprehensive offering of products and services to meet their various needs.

**1.2.1 Industrial Supplies and Related Services (Installation, Repair, and Renovation) – A complete and comprehensive offering of Industrial supplies such as bearings, linear technologies, power transmissions, motors, hydraulics, pneumatics, gearing, material handling, conveyor systems, industrial rubber, general maintenance supplies, fluid power and any additional related products and services.**

In addition, a complete range of services available through Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services such as rubber fabrication, vulcanizing, hose fabrication, hydraulic system (design and build) that may be offered by Supplier. Such services may be required for public pools, solid waste transfer sites, water treatment plants, waste water treatment sites, boiler plants, mass transit systems, road maintenance equipment, prisons, hospitals and public agencies.

**1.2.2 Related Products and Services (Including Installation, Repair and Renovation Services) – A complete range of related products, excluding janitorial supplies, and services offered by Supplier including, but not limited to, installation, repair and renovation services for replacements, upgrades, and remodeling in the residential, commercial and industrial environments relating to any of the following (non-inclusive): roofing, gutters, downspouts, HVAC, plumbing, electrical, exterior decks, patios and**

## SERIAL 16154-RFP

porches, exterior siding, windows and doors, interior and exterior painting, weatherization, ADA improvements, hose fabrication, hydraulic repairs, gearbox repairs, conveyor system repairs, vulcanizing, rubber fabrication, and any other types of residential, commercial and industrial environments.

## 2.0 SCOPE OF WORK:

## 2.1 INDUSTRIAL SUPPLIES AND RELATED SERVICES (INSTALLATION, REPAIR, AND RENOVATION):

A complete and comprehensive offering of Industrial supplies such as bearings, linear technologies, power transmissions, motors, hydraulics, pneumatics, gearing, material handling, conveyor systems, industrial rubber, general maintenance supplies, fluid power and any additional related products and services.

In addition, a complete range of services available through Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services such as rubber fabrication, vulcanizing, hose fabrication, hydraulic system (design and build) that may offered by Supplier. Such services may be required for public pools, solid waste transfer sites, water treatment plants, waste water treatment sites, boiler plants, mass transit systems, road maintenance equipment, prisons and hospitals and public agencies.

## 2.2 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES):

2.2.1 Any related products offered by Supplier, excluding janitorial supplies.

2.2.2 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.

2.2.3 Services performed shall be non-structural in nature.

2.2.4 Products used in performing these services shall be procured under the awarded contract, at contract prices.

2.2.5 These services may be required in the industrial environment and may be any of the following (non-inclusive):

2.2.5.1 Hose Fabrication

2.2.5.2 Hydraulic Repairs

2.2.5.3 Gearbox Repairs

2.2.5.4 Conveyor System Repairs

2.2.5.5 Vulcanizing

2.2.5.6 Rubber Fabrication

2.2.6 Services:

2.2.6.1 Providing and managing qualified contractors

2.2.6.2 Budget management in keeping projects on budget

2.2.6.3 Project management services in design, planning, organizing, scheduling and managing all stages of a project.

2.2.7 Service Providers (Labor):

2.2.7.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.

## SERIAL 16154-RFP

- 2.2.7.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).
- 2.2.7.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under in draft contract.
- 2.2.7.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):
  - 2.2.7.4.1 National Employee Database
  - 2.2.7.4.2 SSN Verification
  - 2.2.7.4.3 National Criminal Database Check
  - 2.2.7.4.4 Two County Search
  - 2.2.7.4.5 Sex Offender Search
  - 2.2.7.4.6 Annual Review (National Criminal Database)
  - 2.2.7.4.7 Two (2) Year Complete Re-Screen and Renewal
  - 2.2.7.4.8 Financial Background
- 2.2.7.5 All Service Provider employees shall wear a Service Provider's issued picture identification badge at all times.

## 2.3 PRODUCT CATEGORIES:

This Solicitation is to establish a nationwide purchasing agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments. Your firm may not have the ability to provide all categories.

All products offered shall be new, unused and of the latest design and technology.

The intent is for each Proposer to submit their complete product line so that Participating Public Agencies may order a wide array of product as appropriate for their needs. You may subcontract items your firm does not supply.

## 2.3.1 CATEGORY 19: INDUSTRIAL PRODUCTS/SERVICES

Bearings, motors, fluid sealing, gearing, power transmissions, pumps, hose fabrication, hydraulic repair, gearbox repair, ball bearings, rubber services, conveyor systems, and other industrial products and services.

## 2.4 PRODUCT ORDERING:

- 2.4.1 Contractors complete product line (Wholesale or Retail) shall be available for internet ordering 24/7.
- 2.4.2 Products may be ordered by any of the following methods:
  - Internet
  - Will Call (Phone or FAX order)
  - POS (Point-of-sale)

## 2.5 PRODUCT PRICING:

- 2.5.1 Industrial:
 

Pricing on Tier I items shall be a fixed percentage (%) off manufacturer list price by Product Category (see Exhibit A). Pricing on all other items shall be a fixed percentage (%) off Applied Catalog List Price (see Exhibit A). A rebate on gross sales shall be paid annually (see Exhibit A). Manufacturer and Applied Catalog price updates will be



**SERIAL 16154-RFP**

allowed once per year. If any purchase is not eligible for the annual rebate it shall be noted on the quote provided to the customer.

2.6 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access an on-line catalog reflecting contract pricing of all products.

2.7 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING:

2.7.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed and product(s) to be provided. If any purchase is not eligible for the annual rebate it shall be noted on the quote provided to the customer.

2.7.2 All quotations shall be for a "not to exceed" amount.

2.7.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.

2.8 SUPPLIER MANAGED INVENTORY (CONSIGNMENT):

Applied Maintenance Supplies and Solutions shall be available in three forms: Vendor Managed Inventory, Customer Managed Inventory, and Vending Solutions. There will be no price associated with MSS services with the exception of Vending Solutions, which will incur a 5% markup over the contracted price. For agencies maintaining a minimum spend of \$5,000 per month on vended items, Applied will provide a Helix-type vending machine for the agencies' use free of cost. For agencies implementing MSS Vending Solutions under this threshold, the monthly rental for the vending machine will be determined with the agency at the time of implementation. Title to and ownership of all vending machine and bins shall be and remain in MSS. Title to and ownership of all products under consignment program shall be and remain in MSS until removed.

2.9 SALES REPORTING:

Describe your firm's ability to provide detailed management reporting by Participating Public Agency. Identify the level(s) (Agency, Division, Department, Individual) of reporting detail available in the following categories:

2.9.1 Sales Dollars

2.9.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes

2.9.3 Procurement card (MasterCard or Visa brand)

2.10 BRAND NAMES:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.11 DELIVERY, FREIGHT REQUIREMENTS:

2.11.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.

2.11.2 Should a Participating Public Agency determine that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any

**SERIAL 16154-RFP**

additional costs associated with such delivery terms and communicate that cost to the Participating Public Agency.

- 2.11.3 The Proposer shall retain control for carrier selection and payment of freight charges of all goods until received by the requesting Participating Public Agency and the contract coverage completed. The Proposer shall also file all claims for visible or concealed damage. The Participating Public Agency will notify the Proposer of any damaged goods and shall assist the Proposer in arranging for inspection of the goods.
- 2.11.4 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.
- 2.11.5 Shipping and handling fees are allowable to destinations outside the continental U.S.
- 2.11.6 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:
  - 2.11.6.1 Contract Serial number
  - 2.11.6.2 Contractor's name and address
  - 2.11.6.3 Participating Public Agency's name and address
  - 2.11.6.4 Participating Public Agency's purchase order number
  - 2.11.6.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable

### 3.0 **PROCUREMENT REQUIREMENTS:**

#### 3.1 **SHIPPING TERMS:**

Bid price(s) and terms shall be F.O.B. Destination at ordering Agencies locations.

#### 3.2 **OPERATING MANUALS (If required):**

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

#### 3.3 **INSTALLATION: (If required):**

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

#### 3.4 **ACCEPTANCE: (If required):**

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

#### 3.5 **CONTRACTOR EMPLOYEE MANAGEMENT:**

- 3.5.1 Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Solution. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of proposed candidates with equivalent experience with the Solution. County reserves the right to assist in the selection of the replacement candidate. Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.
- 3.5.2 Contractor shall not reassign any provided personnel without the express consent of the County.

**SERIAL 16154-RFP**

- 3.5.3 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.
- 3.5.4 County reserves the right to request the replacement of Contractor personnel at any time, for any reason.

3.6 **TRAINING:**

The Contractor shall provide a minimum of TBD (hours or days) to completely train County personnel in the use and care of the equipment. All training is to take place on-site at Maricopa County.

3.7 **WARRANTY:**

- 3.7.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.
- 3.7.2 The warranty period for workmanship and materials shall be for an initial period of twelve (12) months and commence upon acceptance by County.
  - 3.7.2.1 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.
  - 3.7.2.2 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.8 **MAINTENANCE: (If required):**

The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Using Agency.

3.9 **FACTORY AUTHORIZED SERVICE AVAILABILITY (if required):**

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.10 **USAGE REPORT:**

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.11 **BACKGROUND CHECK:**

Bidders/proposers need to aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

SERIAL 16154-RFP

**EXHIBIT C**  
**FACILITIES MANAGEMENT REQUIREMENTS**

Maricopa County Facilities Management operation requirements:

**1.0 — HOURS OF SERVICE:**

- 1.1 — ~~REGULAR HOURS~~ are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.
- 1.2 — ~~AFTER HOURS~~ is after 6:00 PM and prior to 6:00 AM, Monday through Friday.
- 1.3 — ~~WEEKENDS~~ are anytime Saturday or, Sunday.
- 1.4 — ~~HOLIDAYS~~ are County Holidays (See County holiday schedule attachment).
- 1.5 — Services shall be available 24 hours per day, 7 days per week, 365 days per year.
- 1.6 — Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt.

**2.0 — RESPONSE TIMES:**

- 2.1 — During ~~REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYS~~, Contractor shall respond on-site within four (4) hours of receipt of a service request.
- 2.2 — If the request is designated by the County as an ~~EMERGENCY~~, the contractor shall respond on-site within two (2) hours of receipt of a service request regardless of the time of day, ~~WEEKEND or HOLIDAY~~.

**3.0 — TRIP CHARGE:**

Trip charges are permitted when time and material work is requested at the following sites only:

- 3.1 — MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)
- 3.2 — County offices located in Gila Bend, AZ
- 3.3 — County offices located in Buckeye, AZ
- 3.4 — County offices located in Aguila, AZ
- 3.5 — Only one trip charge may be charged per service call.
- 3.6 — If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge (maximum one time daily trip charge not to exceed \$50.00). The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.

**4.0 — CONTRACTOR REQUIREMENTS:**

- 4.1 — Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.
- 4.2 — The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.

## SERIAL 16154-RFP

- 4.3 ~~The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.~~
- 4.4 ~~All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:~~
- 4.4.1 ~~Shirt/blouse~~
  - 4.4.2 ~~Vest~~
  - 4.4.3 ~~Cap~~
- 4.5 ~~No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.~~
- 4.6 ~~The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.~~
- 4.7 ~~Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.~~
- 5.0 ~~BUILDING SECURITY (KEYS):~~
- 5.1 ~~The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:~~
- 5.2 ~~The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re-key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.~~
- 5.3 ~~In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.~~
- 5.4 ~~The Contractor shall notify FMD within twenty-four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.~~
- 5.5 ~~Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.~~
- 6.0 ~~SALVAGE:~~
- ~~Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.~~
- 7.0 ~~INVOICES AND PAYMENTS:~~
- ~~Invoices are required to contain the following information and should be e-mailed to FMD- [ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV](mailto:ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV). If invoices cannot be e-mailed, U.S. Mail is acceptable to Maricopa County Facilities Management, Accounts Payable, 401W. Jefferson, Phoenix, Arizona 85003.~~
- 7.1 ~~Company name, address and contact information~~



## SERIAL 16154-RFP

- 7.2 — County bill-to name and contact/requestor information
- 7.3 — Building Name and Building Number
- 7.4 — County purchase order number
- 7.5 — County contract number
- 7.6 — Maximo (FMD) service call number
- 7.7 — Invoice number and date
- 7.8 — Date of service or delivery
- 7.9 — Description of Purchase (services performed)
- 7.10 — Labor breakdown: rate per hour x no. of hours by personnel type (time & materials)
- 7.11 — Material breakdown: itemized parts list to contain unit price x quantity, indicating mark-ups as contracted (time & materials)
- 7.12 — Arrival and completion time
- 7.13 — Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied
- 7.14 — Payment Terms

For Time & Material work, Contractor(s) must provide, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. Contractor(s) are allowed a one-time Misc. Shop fee charge of up to \$25.00 per work order to cover these type of expenses. Anything beyond the \$25 limit, will be provided at the contractor's own expense.

8.0 — CONTRACTOR EMPLOYEE BACKGROUND CHECK:

A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.

SERIAL 16154-RFP

**EXHIBIT C****FACILITIES MANAGEMENT REQUIREMENTS**

- 1.0 HOURS OF SERVICE** (any fluctuations to these hours will be handled in the Solicitation):
- 1.1 REGULAR HOURS** are between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding County holidays.
  - 1.2 AFTER HOURS** are between the hours of 6:00 p.m. and prior to 6:00 a.m., Monday through Friday.
  - 1.3 WEEKENDS** are anytime on a Saturday or a Sunday.
  - 1.4 HOLIDAYS** are County holidays.
  - 1.5** Services shall be available 24 hours per day, 7 days per week, 365 days per year.
  - 1.6** The Facilities Management Parts Warehouse is open for deliveries between the hours of 7:00 a.m. to 3:00 p.m. weekdays except for County holidays.
- 2.0 BEGINNING OF WORK:**
- 2.1** Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and use best efforts to respond to a call for services within thirty (30) minutes of receipt via phone or email.
  - 2.2** During **REGULAR HOURS**, **AFTER HOURS**, **WEEKEND** or **HOLIDAYS**, Contractor shall strive to respond on-site to begin work within four (4) hours of receipt of a service request unless arranged for a later date/time with the County per the work order or notice to proceed.
  - 2.3** The four (4) hour response time shall carryover to the next working day if called into Contractor's office as a non-emergency call after 2:00 p.m. The Contractor will be required to begin work by 8:00 a.m. the following day, as mutually agreed to by the Parties.
  - 2.4** Contractors shall strive to respond to **EMERGENCY** requests immediately and report on-site to begin work within two (2) hours service call request regardless of the time of day, **WEEKEND** or **HOLIDAY**.
- 3.0 TRIP CHARGE:**
- One-time trip charges of \$50.00, or other amount only if previously identified to the Maricopa County contact and agreed to by them (one per work order), are permitted when Time and Materials work is requested at the following sites **ONLY**:
- 3.1** MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)
  - 3.2** County offices located in Gila Bend, AZ
  - 3.3** County offices located in Buckeye, AZ
  - 3.4** County offices located in Aguila, AZ

SERIAL 16154-RFP

**4.0 DEAD END CHARGE:**

If the Contractor is unable to locate a County representative familiar with the work or is unable to gain access to the work site, the Contractor shall call the County Boiler Room (602-506-3310). The Boiler Room technician will give Contractors further instruction at this time. If the Contractor is delayed or turned away, a \$50.00 trip charge shall be authorized by the County.

**5.0 CONTRACTOR REQUIREMENTS:**

- 5.1 Contractor shall provide and maintain during the entire period of this contract, all labor, supervision, materials, effort, tools, and equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required by this contract. Contractor shall provide evidence of his ability to furnish equipment and personnel. The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.
- 5.2 The Contractor shall perform the work in such a way as to minimize disruption to the normal operation of the County site and building occupants. Upon completion of work, the Contractor is responsible for cleaning and removing from the job site; all debris, materials, and equipment associated with the work performed and County property is restored to the same condition prior to start of the job. Such disturbances may include, but are not limited to: loose dirt, dislocated gravel; removed vegetation; footprints; old asphalt/concrete; etc. Documentation will be performed through an audit and feedback system of contract administration. If an inspection reveals that the Contractor failed to clean up after work has been performed, the County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the needed correction. Should the Contractor fail to correct noted issues, the County reserves the right to make other arrangements to have the area cleaned and the cost of such work shall be offset from any monies due the Contractor.
- 5.3 The Contractor shall perform all services in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property due to any services performed under this contract, the Contractor shall notify the County representative immediately of damages and replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, and the cost of such work shall be deducted from the monies due the Contractor.
- 5.4 Contractor's bidding on this solicitation may visit the sites to determine conditions that would affect prices and work performance. As some sites do have internal restrictions, a site visit may be scheduled if necessary. See GIS link for site directions: <https://gisportal.maricopa.gov/FMD/Facility/Index.html>.
- 5.5 Contractors must have a facility sufficient to support the work contemplated by this contract within fifty (50) miles of 401 W. Jefferson St., Phoenix AZ 85003.
- 5.6 The Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work.
- 5.7 All vehicles used by Contractor shall be clearly identified with the name of the company on each side of the equipment, including personnel transportation vehicles, or consistent with the Contractor's business practices. The letters shall be of such size that they are distinguishable from a reasonable distance or consistent with the Contractor's business practices.
- 5.8 All employees of the Contractor shall wear a company uniform identified with the company name that may include one of the following:

SERIAL 16154-RFP

- Shirt/blouse
- Vest
- Cap

5.9 Only authorized employees of the Contractor are allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

5.10 All work must comply with EPA, OSHA, and any State, County, or local regulations in effect at each service location. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the jobsite. If the Contractor is found not to be in compliance with Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the County may, in accordance with the "Suspension of Work" clause of the contract, suspend the work without cost to the County until such non-compliant issues are rectified to the satisfaction of the Using Agency. Continued non-compliance may result in termination.

#### 6.0 BUILDING ACCESS:

6.1 The Contractor may be provided access to County Facilities at the discretion of Facilities Management. keys, badges, or access cards will be provided per the following guidelines:

6.2 Contractor employees may sign out a set of keys (all looped on a single key ring) upon arrival at site, and must turn-in key set after completion of duties unless they are issued a permanent key.

6.3 Permanent keys may be provided to Contractor employees on a case-by-case basis. Should an employee leave the Contractor's work force, Contractor must immediately notify the County and keys, badges, and access cards must be returned to the County.

6.4 The Contractor shall notify the County within twenty-four (24) hours if any keys, badges, or access cards are lost, misplaced, stolen or otherwise not within the Contractor's control.

6.5 Once this agreement is complete, expired, or terminated, the Contractor shall immediately return all keys, badges, or access cards to the County.

6.6 Failure to comply with these requirements may result in the Contractor being assessed the cost of replacing keys or access cards and any associated cost to ensure the security of County facilities including but not limited to, re-keying the ENTIRE building at the expense of the Contractor.

#### 7.0 CANCELLATION COST:

Any scheduled work cancelled without a minimum of 48 hours prior notice to the County will be rescheduled with the Contractor and is subject up-to a 25% reduction of the cost.

#### 8.0 SALVAGE:

Salvage and trade-in rights shall be evaluated on a project-by-project basis by the County and shall be determined prior to incorporation in the Contractor's bid price. Salvageable materials without pre-approved Contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If Contractor is given salvage rights,

SERIAL 16154-RFP

salvageable materials shall be removed daily. On-site storage of Contractor's salvaged materials is not permitted.

**9.0 DELIVERY:**

- 9.1 Delivery shall be made to the County no later than 3:00 p.m. on the seventh (7<sup>th</sup>) calendar day after order is received.
- 9.2 Exceptions to delivery schedule will be special order items that must be identified to the County.
- 9.3 Maricopa County reserves the right to obtain material on the open market in the event vendors fail to make delivery and charge any price differential to the vendor.
- 9.4 Delivery will be made to the following address:

**FACILITIES MANAGEMENT DIVISION (FMD) WAREHOUSE**  
2401 S. 28th Dr.  
Phoenix, AZ 85009

Warehouse Manager: 602-506-1935

Warehouse Specialist: 602-506-1943

Receiving hours: 7:00 a.m. – 3:00 p.m.

**10.0 FACILITIES MANAGEMENT INVOICES AND PAYMENTS:**

- 10.1 Payment terms shall be calculated based on the date a properly completed invoice is received by the County.
- 10.2 For transactions using a Home Depot Net 30 Account, Contractors shall provide the County with invoices no later than fourteen (14) days after all services and delivery of goods are complete and accepted by the County rendered final.
- 10.3 Home Depot Account invoices should contain access to the following information:
- Company name, address and contact information
  - County bill-to name and contact/requestor information
  - Building name and building number
  - County purchase order number
  - Contract or BidSync agreement number
  - Maximo (Facilities Management) work order number
  - Invoice number and date



## SERIAL 16154-RFP

- Date of service or delivery (for Project work: use "Completion date")
- Description of services performed
- Line item description of parts and materials (Time and Materials work)
- Line item labor breakdown: arrival and completion time, rate per hour x no. of hours by personnel type (Time & Materials work)
- Total amount due with tax amounts separated (Time and Materials work).

\*On a separate line, clearly indicate the tax rate being applied

- Payment Terms as stated in the agreement

10.4 Questions regarding billing or invoicing shall be directed to the email address below.

10.5 Invoices shall be e-mailed to: FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV

10.6 If invoices cannot be e-mailed, send by mail to:

Maricopa County Facilities Management – Accounts Payable  
401 W. Jefferson St.  
Phoenix, Arizona 85003

10.7 Payment shall be made to the Contractor by the Accounts Payable/Finance department through an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Contractor Registration Form located on the County Department of Finance Contractor Registration Web Site (<http://www.maricopa.gov/922/Vendors>).

10.8 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

SERIAL 16154-RFP

## AMENDMENT No. 1

To  
**16154-RFP, MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND  
 RELATED PRODUCTS AND SERVICES**

Between

APPLIED INDUSTRIAL TECHNOLOGIES, INC.  
 &  
 MARICOPA COUNTY, ARIZONA

WHEREAS, Maricopa County, Arizona ("County") and Applied Industrial Technologies, Inc. ("Contractor") have entered into a Contract for the purchase of Maintenance Repair and Operating Supplies and Services, dated February 1, 2017 ("Agreement") County Contract No: 16154-RFP.

WHEREAS, County and Applied Industrial Technologies, Inc. have agreed to further modify the Agreement by including certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Under this Amendment, additional language will be added to Exhibit A Pricing, under Section 1.19, regarding Contractor's pricing methodology.

Please see below for the revisions:

| 1.19                                                                                                                                                                                                                  | Category 19 | Industrial Products | Product Category pricing structure is as follows: |                                        |                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------------|---------------------------------------------------|----------------------------------------|----------------------------------------|
| *When the manufacturer list price is unavailable and or the manufacturer list price is inconsistent, Contractor's pricing methodology will default to a minimum of 10% discount from www.applied.com open site price. |             |                     | Product Category                                  | Minimum Discount Off Manufactures List | Average Discount Off Manufactures List |
|                                                                                                                                                                                                                       |             |                     | Bearings                                          | 21.50%                                 | 46.70%                                 |
|                                                                                                                                                                                                                       |             |                     | Power Transmission                                | 22.00%                                 | 51.70%                                 |
|                                                                                                                                                                                                                       |             |                     | Safety Products                                   | 15.93%                                 | 29.90%                                 |
|                                                                                                                                                                                                                       |             |                     | Industrial Hose, Valves                           | 17.12%                                 | 32.30%                                 |
|                                                                                                                                                                                                                       |             |                     | Hand & Power Tool                                 | 12.48%                                 | 27%                                    |
|                                                                                                                                                                                                                       |             |                     | General Industrial Products                       | 15.15%                                 | 42.90%                                 |
|                                                                                                                                                                                                                       |             |                     | Industrial Chemical                               | 17.94%                                 | 28.70%                                 |
|                                                                                                                                                                                                                       |             |                     | Lubrication Products                              | 16.07%                                 | 31.70%                                 |
|                                                                                                                                                                                                                       |             |                     | Pneumatic Products                                | 17.11%                                 | 25.40%                                 |
|                                                                                                                                                                                                                       |             |                     | Hydraulic Products                                | 17.04%                                 | 36.70%                                 |

ALL OTHER TERMS AND CONDITION REMAIN UNCHANGED.

SERIAL 16154-RFP

IN WITNESS WHEREOF, this Contract Amendment is executed on the date set forth below when executed by the Maricopa County Office of Procurement Services Department.

APPLIED INDUSTRIAL TECHNOLOGIES, INC.

[Signature]  
Authorized Signature

Kurt Loring, Vice President  
Printed Name and Title

June 19, 2017  
Date

MARICOPA COUNTY:

[Signature]  
Chief Procurement Officer

June 27, 2017  
Date

Attachment: TOA - Applied Industrial Extension (RES-2022-103 : Omnia Partners Contract 16154-RFP Extension - Industrial Supplies)

SERIAL 16154-RFP

APPLIED INDUSTRIAL TECHNOLOGIES INC., 22510 NETWORK PL, CHICAGO, IL 60673  
~~1 APPLIED PLAZA, CLEVELAND, OH 44115 2193~~

PRICING SHEET: NIGP CODE 45041

|                           |                                                           |
|---------------------------|-----------------------------------------------------------|
| Terms:                    | NET 30                                                    |
| Vendor Number:            | VC0000003401                                              |
| Certificates of Insurance | Required                                                  |
| Contract Period:          | To cover the period ending <b>December 31, 2021 2026.</b> |

Attachment: TOA - Applied Industrial Extension (RES-2022-103 : Omnia Partners Contract 16154-RFP Extension – Industrial Supplies)


**Amherst Town Board**

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Engineering  
 Initiated by: **Jeffrey S. Burroughs**  
 Co-Sponsored by:

DOC ID: 25299

**RESOLUTION 2022-104**
**ADOPTED**

## Award of Bid – Hunting Valley Construction, Inc. Utility Repair and Construction Work Town of Amherst Job No. 2022.005

On December 16, 2021, three (3) bids were received for the above referenced project. Upon review of the bids and as per the attached bid tabulation and bid evaluation section projected cost estimate, we recommend and request that Hunting Valley Construction Inc. be awarded the attached unit cost bid items; Items 1-30. The above contract shall be effective from February 1, 2022 through January 31, 2024.

This is a Town-wide contract, so funding is available for this contract from "various" accounts in amounts to be determined.

May we have your approval to award the above contract and also authorization of the Town Supervisor to execute the contract associated with the bid award?

**1/18/2022**

Consent

**FINANCIAL IMPACT:**

Town-wide; Various

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |





## UTILITY REPAIR &amp; CONSTRUCTION WORK

TOWN OF AMHERST JOB NO. 2022-005

## BID TABULATION

BID DATE: DECEMBER 16, 2021

| ITEM NO.      | ITEM DESCRIPTION               | QUANTITY | UNITS | Hunting Valley Construction, Inc. |            |                |            | Nichols, Long & Moore Construction Corp. |            |                |            | Catco          |              |                |              |                |           |                |           |
|---------------|--------------------------------|----------|-------|-----------------------------------|------------|----------------|------------|------------------------------------------|------------|----------------|------------|----------------|--------------|----------------|--------------|----------------|-----------|----------------|-----------|
|               |                                |          |       | YEAR 1 (2022)                     |            | YEAR 2 (2023)  |            | YEAR 1 (2022)                            |            | YEAR 2 (2023)  |            | YEAR 1 (2022)  |              | YEAR 2 (2023)  |              | YEAR 1 (2022)  |           | YEAR 2 (2023)  |           |
|               |                                |          |       | PRICE PER UNIT                    | SUB TOTAL  | PRICE PER UNIT | SUB TOTAL  | PRICE PER UNIT                           | SUB TOTAL  | PRICE PER UNIT | SUB TOTAL  | PRICE PER UNIT | SUB TOTAL    | PRICE PER UNIT | SUB TOTAL    | PRICE PER UNIT | SUB TOTAL | PRICE PER UNIT | SUB TOTAL |
| 1             | EQUIPMENT ACCESSORY TRUCK      | 24       | HOURS | 1.00                              | 24.00      | 1.00           | 24.00      | 1.00                                     | 24.00      | 1.00           | 24.00      | 120.00         | 2,880.00     | 126.00         | 3,024.00     | 0.00           | 0.00      | 0.00           | 0.00      |
| 2             | AIR COMPRESSOR & JACKHAMMERS   | 80       | HOURS | 5.00                              | 400.00     | 5.00           | 400.00     | 5.00                                     | 400.00     | 5.00           | 400.00     | 104.00         | 8,320.00     | 109.00         | 8,720.00     | 0.00           | 0.00      | 0.00           | 0.00      |
| 3             | CONTRACTOR PUMPS 3 TO 4 INCH   | 8        | HOURS | 1.00                              | 8.00       | 1.00           | 8.00       | 1.00                                     | 8.00       | 1.00           | 8.00       | 42.00          | 336.00       | 44.00          | 352.00       | 0.00           | 0.00      | 0.00           | 0.00      |
| 4             | CONTRACTOR PUMPS 6 INCH        | 8        | HOURS | 1.00                              | 8.00       | 1.00           | 8.00       | 1.00                                     | 8.00       | 1.00           | 8.00       | 60.00          | 480.00       | 63.00          | 504.00       | 0.00           | 0.00      | 0.00           | 0.00      |
| 5             | PAVEMENT & CONCRETE BREAKER    | 8        | HOURS | 1.00                              | 8.00       | 1.00           | 8.00       | 1.00                                     | 8.00       | 1.00           | 8.00       | 72.00          | 576.00       | 76.00          | 608.00       | 0.00           | 0.00      | 0.00           | 0.00      |
| 6             | COMPACTING EQUIPMENT           | 185      | HOURS | 8.00                              | 1,480.00   | 8.00           | 1,480.00   | 9.00                                     | 1,665.00   | 9.00           | 1,665.00   | 36.00          | 6,660.00     | 38.00          | 7,030.00     | 0.00           | 0.00      | 0.00           | 0.00      |
| 7             | TAG TRAILER                    | 24       | HOURS | 1.00                              | 24.00      | 1.00           | 24.00      | 1.00                                     | 24.00      | 1.00           | 24.00      | 240.00         | 5,760.00     | 252.00         | 6,048.00     | 0.00           | 0.00      | 0.00           | 0.00      |
| 8             | 1-TON DUMP TRUCK               | 24       | HOURS | 10.00                             | 240.00     | 10.00          | 240.00     | 10.00                                    | 240.00     | 10.00          | 240.00     | 54.00          | 1,296.00     | 58.00          | 1,392.00     | 0.00           | 0.00      | 0.00           | 0.00      |
| 9             | 6-WHEEL DUMP TRUCK             | 24       | HOURS | 27.00                             | 648.00     | 27.00          | 648.00     | 30.00                                    | 720.00     | 30.00          | 720.00     | 96.00          | 2,304.00     | 101.00         | 2,424.00     | 0.00           | 0.00      | 0.00           | 0.00      |
| 10            | 10-WHEEL DUMP TRUCK            | 24       | HOURS | 30.00                             | 720.00     | 30.00          | 720.00     | 28.00                                    | 672.00     | 30.00          | 720.00     | 144.00         | 3,456.00     | 151.00         | 3,624.00     | 0.00           | 0.00      | 0.00           | 0.00      |
| 11            | RUBBER TIRE LOADER/BACKHOE     | 920      | HOURS | 25.00                             | 23,000.00  | 32.00          | 29,440.00  | 24.00                                    | 22,080.00  | 26.00          | 23,920.00  | 80.00          | 73,600.00    | 84.00          | 77,280.00    | 0.00           | 0.00      | 0.00           | 0.00      |
| 12            | TRACK-MOUNTED BACKHOE          | 50       | HOURS | 40.00                             | 2,000.00   | 40.00          | 2,000.00   | 50.00                                    | 2,500.00   | 50.00          | 2,500.00   | 386.00         | 19,300.00    | 406.00         | 20,300.00    | 0.00           | 0.00      | 0.00           | 0.00      |
| 13            | BULLDOZER                      | 8        | HOURS | 1.00                              | 8.00       | 1.00           | 8.00       | 1.00                                     | 8.00       | 1.00           | 8.00       | 151.00         | 1,208.00     | 159.00         | 1,272.00     | 0.00           | 0.00      | 0.00           | 0.00      |
| 14            | PAVEMENT CUTTER                | 24       | HOURS | 50.00                             | 1,200.00   | 50.00          | 1,200.00   | 1.00                                     | 24.00      | 1.00           | 24.00      | 300.00         | 7,200.00     | 315.00         | 7,560.00     | 0.00           | 0.00      | 0.00           | 0.00      |
| 15            | PICK-UP TRUCK                  | 24       | HOURS | 1.00                              | 24.00      | 1.00           | 24.00      | 1.00                                     | 24.00      | 1.00           | 24.00      | 30.00          | 720.00       | 32.00          | 768.00       | 0.00           | 0.00      | 0.00           | 0.00      |
| 16            | LABOR FOREMAN                  | 24       | HOURS | 80.00                             | 1,920.00   | 80.00          | 1,920.00   | 99.00                                    | 2,376.00   | 125.00         | 3,000.00   | 95.00          | 2,280.00     | 100.00         | 2,400.00     | 0.00           | 0.00      | 0.00           | 0.00      |
| 17            | OPERATOR/DRIVER-CDL            | 24       | HOURS | 85.00                             | 2,040.00   | 85.00          | 2,040.00   | 119.00                                   | 2,856.00   | 125.00         | 3,000.00   | 101.00         | 2,424.00     | 107.00         | 2,568.00     | 0.00           | 0.00      | 0.00           | 0.00      |
| 18            | SKILLED LABORER - DRIVER CDL   | 40       | HOURS | 70.00                             | 2,800.00   | 70.00          | 2,800.00   | 94.00                                    | 3,760.00   | 100.00         | 4,000.00   | 90.00          | 3,600.00     | 95.00          | 3,800.00     | 0.00           | 0.00      | 0.00           | 0.00      |
| 19            | DRIVER - CDL                   | 40       | HOURS | 38.00                             | 1,520.00   | 39.00          | 1,560.00   | 43.00                                    | 1,720.00   | 46.00          | 1,840.00   | 60.00          | 2,400.00     | 63.00          | 2,520.00     | 0.00           | 0.00      | 0.00           | 0.00      |
| 20            | UTILITY REPAIR CREW            | 1,240    | HOURS | 520.00                            | 644,800.00 | 534.00         | 662,160.00 | 535.00                                   | 663,400.00 | 575.00         | 713,000.00 | 900.00         | 1,116,000.00 | 945.00         | 1,171,800.00 | 0.00           | 0.00      | 0.00           | 0.00      |
| 21            | MANHOLE REPAIR CREW            | 40       | HOURS | 175.00                            | 7,000.00   | 200.00         | 8,000.00   | 160.00                                   | 6,400.00   | 160.00         | 6,400.00   | 500.00         | 20,000.00    | 525.00         | 21,000.00    | 0.00           | 0.00      | 0.00           | 0.00      |
| 22            | DISPOSAL COST                  | 100      | C.Y.  | 0.01                              | 1.00       | 0.01           | 1.00       | 0.01                                     | 1.00       | 0.01           | 1.00       | 24.00          | 2,400.00     | 25.00          | 2,500.00     | 0.00           | 0.00      | 0.00           | 0.00      |
| 23            | TOPSOIL, FERTILIZER, AND SEED  | 500      | S.Y.  | 11.00                             | 5,500.00   | 11.00          | 5,500.00   | 13.50                                    | 6,750.00   | 13.50          | 6,750.00   | 18.50          | 9,250.00     | 20.00          | 10,000.00    | 0.00           | 0.00      | 0.00           | 0.00      |
| 24            | TOPSOIL, FERTILIZER, AND SOD   | 25       | S.Y.  | 14.00                             | 350.00     | 14.00          | 350.00     | 14.40                                    | 360.00     | 14.40          | 360.00     | 36.00          | 900.00       | 38.00          | 950.00       | 0.00           | 0.00      | 0.00           | 0.00      |
| 25            | NEW OR REPLACEMENT SIDEWALK    | 1,200    | S.F.  | 6.50                              | 7,800.00   | 6.50           | 7,800.00   | 7.00                                     | 8,400.00   | 7.00           | 8,400.00   | 60.00          | 72,000.00    | 63.00          | 75,600.00    | 0.00           | 0.00      | 0.00           | 0.00      |
| 26            | BITUMINUS DRIVEWAY REPLACEMENT | 200      | S.F.  | 8.00                              | 1,600.00   | 8.00           | 1,600.00   | 6.15                                     | 1,230.00   | 6.15           | 1,230.00   | 24.00          | 4,800.00     | 25.50          | 5,100.00     | 0.00           | 0.00      | 0.00           | 0.00      |
| 27            | CONCRETE DRIVEWAY REPLACEMENT  | 600      | S.F.  | 8.00                              | 4,800.00   | 8.00           | 4,800.00   | 8.00                                     | 4,800.00   | 8.00           | 4,800.00   | 78.00          | 46,800.00    | 82.00          | 49,200.00    | 0.00           | 0.00      | 0.00           | 0.00      |
| 28            | BITUMINUS PAVEMENT REPLACEMENT | 300      | S.F.  | 10.00                             | 3,000.00   | 10.00          | 3,000.00   | 6.50                                     | 1,950.00   | 6.50           | 1,950.00   | 12.00          | 3,600.00     | 13.00          | 3,900.00     | 0.00           | 0.00      | 0.00           | 0.00      |
| 29            | NEW OR REPLACEMENT CURB        | 25       | L.F.  | 39.00                             | 975.00     | 39.00          | 975.00     | 30.00                                    | 750.00     | 30.00          | 750.00     | 300.00         | 7,500.00     | 315.00         | 7,875.00     | 0.00           | 0.00      | 0.00           | 0.00      |
| 30            | CONCRETE WORK - FORMED         | 10       | C.Y.  | 100.00                            | 1,000.00   | 100.00         | 1,000.00   | 90.00                                    | 900.00     | 90.00          | 900.00     | 4200.00        | 42,000.00    | 4410.00        | 44,100.00    | 0.00           | 0.00      | 0.00           | 0.00      |
| YEARLY TOTALS |                                |          |       | \$714,898.00                      |            | \$739,738.00   |            | \$734,058.00                             |            | \$786,674.00   |            | \$1,470,050.00 |              | \$1,544,219.00 |              | \$0.00         |           | \$0.00         |           |


**Amherst Town Board**

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Finance

Initiated by: **Lynda Juul**  
 Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 25300

**RESOLUTION 2022-105**

**ADOPTED**

## Authorize Travel to NY Government Finance Officers Association Annual Conference

Please approve travel for Lynda L. Juul, Director of Finance, to attend the 2022 NYS Government Finance Officers Association (GFOA) annual conference in Albany, New York, April 6, 2022 thru April 8, 2022, at a total estimated cost not to exceed \$1,150.00. This training is not available locally. Funds are available in the Director of Finance's 2022 budget.

**1/18/2022**

Consent

**FINANCIAL IMPACT:**

A1345; Various Accounts; Not To Exceed \$1,150.00

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

## TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ \$250 or LESS and under 75 miles

Department Head Approval ONLY Required

Revised 12/22/2021

☐ \$250 + or greater than 75 miles

**Department Head AND Town Board Approval Required**

| NAME       | Employee # | Department | Phone Number |
|------------|------------|------------|--------------|
| Lynda Juhl | 9193       | Finance    | 631-7007     |

### Destination and Purpose of Trip

| Date of Departure | Date of Return | Destination  | Purpose/Justification                          |
|-------------------|----------------|--------------|------------------------------------------------|
| 4/6/2022          | 4/8/2022       | Albany<br>NY | NYS Gov. Finance Officers<br>Annual Conference |

## Expenses

|                                        |               |
|----------------------------------------|---------------|
| Transportation:                        |               |
| Mileage                                | 560 @ \$0.585 |
| Tolls                                  |               |
| Parking                                |               |
| Local Transportation (bus/taxi)        |               |
| Plane/Rail/Bus                         |               |
| Lodging:                               |               |
| # nights                               | 2 @ \$ 144.00 |
| Meals:                                 |               |
| IRS Per Diem Per Day:                  | \$ 69.00      |
| 1st & Last Day of Travel @ 75%         |               |
| # Breakfasts @ \$                      |               |
| # Lunches @ \$                         |               |
| # Dinners @ \$                         |               |
| # Incidentals @ \$                     |               |
| Registration/Conference Fee            |               |
| Other                                  |               |
| Subtotal                               |               |
| Contingency - 10% of subtotal or \$200 |               |
| TOTAL                                  |               |

| Estimated |
|-----------|
| 327.60    |
| 30.00     |
|           |
|           |
|           |
| 288.00    |
| 69.00     |
| 103.50    |
|           |
|           |
|           |
|           |
| *225.00   |
|           |
| +1043.10  |
| 104.31    |
| **1147.41 |

[illegible][illegible]

N/A

N/A

Request Approved By:

**Department Head Signature**

Date

Thereby 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**

# NYGFOA

## Annual Conference

April 6-8, 2022

## REGISTRATION FORM

PLEASE COMPLETE ALL SECTIONS.

- Online registration available at [nygfoa.org](http://nygfoa.org).
- Credit Cards accepted (MasterCard, Visa, and Discover).
- Mail, fax, or email registrations (check/cash). See instructions below.
- Please email [connell@nygfoa.org](mailto:connell@nygfoa.org) with any dietary restrictions.
- Hotel reservations: [nygfoa.org/hotel-information](http://nygfoa.org/hotel-information)
- Email [connell@nygfoa.org](mailto:connell@nygfoa.org) if you require special accessibility or accommodations
- By registering you agree to all policies. [nygfoa.org/cancellation-early-bird-policies](http://nygfoa.org/cancellation-early-bird-policies)

### 1. ATTENDEE

|                      |                                |
|----------------------|--------------------------------|
| Name _____           | Professional Designation _____ |
| Title _____          |                                |
| Entity/Company _____ |                                |
| Address _____        |                                |
| City _____           | State _____ Zip _____          |
| Telephone _____      | Email _____                    |

### 2. PRE-CONFERENCE SESSIONS (fees are separate from Conference Program)

CK indicates check payments. CC indicates credit card payments.

**EARLY BIRD ENDS**  
2/18/22

**REGULAR RATE BEGINS**  
2/19/22

#### March TBA, 2022 (VIRTUAL)

- ☐ Foundations Internal Control • TBA
- |                                                        |                                              |
|--------------------------------------------------------|----------------------------------------------|
| Member <input type="checkbox"/> CK \$170   CC \$176    | <input type="checkbox"/> CK \$190   CC \$196 |
| NonMember <input type="checkbox"/> CK \$340   CC \$351 | <input type="checkbox"/> CK \$375   CC \$387 |

#### March TBA, 2022 (VIRTUAL)

- ☐ Advanced Internal Control • TBA
- |                                                        |                                              |
|--------------------------------------------------------|----------------------------------------------|
| Member <input type="checkbox"/> CK \$170   CC \$176    | <input type="checkbox"/> CK \$190   CC \$196 |
| NonMember <input type="checkbox"/> CK \$340   CC \$351 | <input type="checkbox"/> CK \$375   CC \$387 |

#### Wednesday, April 6, 2022

- ☐ Ethics and Professional Conduct for NYS CPAs • 8a-12p
- |                                                        |                                              |
|--------------------------------------------------------|----------------------------------------------|
| Member <input type="checkbox"/> CK \$110   CC \$114    | <input type="checkbox"/> CK \$130   CC \$134 |
| NonMember <input type="checkbox"/> CK \$220   CC \$227 | <input type="checkbox"/> CK \$245   CC \$253 |
- ☐ 2022 GAAP Update • 1p-4:50p
- |                                                        |                                              |
|--------------------------------------------------------|----------------------------------------------|
| Member <input type="checkbox"/> CK \$170   CC \$176    | <input type="checkbox"/> CK \$190   CC \$196 |
| NonMember <input type="checkbox"/> CK \$340   CC \$351 | <input type="checkbox"/> CK \$375   CC \$387 |
- ☐ Leadership Skills & Self Care for Finance Officers • 1p-3p
- |                                                        |                                              |
|--------------------------------------------------------|----------------------------------------------|
| Member <input type="checkbox"/> CK \$90   CC \$93      | <input type="checkbox"/> CK \$110   CC \$114 |
| NonMember <input type="checkbox"/> CK \$180   CC \$186 | <input type="checkbox"/> CK \$200   CC \$206 |

### 3. CONFERENCE (Thursday & Friday) (fees do not include pre-conference sessions)

|                   | EARLY BIRD ENDS<br>2/18/22                   | REGULAR RATE BEGINS<br>2/19/22               |
|-------------------|----------------------------------------------|----------------------------------------------|
| Member            | <input type="checkbox"/> CK \$225   CC \$232 | <input type="checkbox"/> CK \$250   CC \$258 |
| Nonmembers (govt) | <input type="checkbox"/> CK \$300   CC \$309 | <input type="checkbox"/> CK \$330   CC \$340 |
| Nonmembers (priv) | <input type="checkbox"/> CK \$400   CC \$412 | <input type="checkbox"/> CK \$440   CC \$454 |

### 4. 2022 MEMBERSHIP: RENEW OR JOIN NOW!

| DUES ARE PER INDIVIDUAL          | GOVERNMENT                                   | PRIVATE                                      |
|----------------------------------|----------------------------------------------|----------------------------------------------|
| • 1-3 Members per entity         | <input type="checkbox"/> CK \$180   CC \$185 | <input type="checkbox"/> CK \$395   CC \$407 |
| • 4-8 Members per entity         | <input type="checkbox"/> CK \$165   CC \$170 | <input type="checkbox"/> CK \$350   CC \$361 |
| • 9+ Members per entity          | <input type="checkbox"/> CK \$150   CC \$155 | <input type="checkbox"/> CK \$315   CC \$324 |
| • Introductory Offer: 1st Time   | <input type="checkbox"/> CK \$95   CC \$98   | <input type="checkbox"/> CK \$190   CC \$196 |
| • RETIREE (govt or priv)         | <input type="checkbox"/> CK \$25   CC \$26   |                                              |
| • STUDENT (FT or PT; proof reqd) | <input type="checkbox"/> CK \$25   CC \$26   |                                              |

To obtain the volume discount, all membership applications/renewals must be submitted together. To determine your individual dues, please check within your organization for the total number of members or call NYGFOA at 518.465.1512 for assistance.

### 5. TOTAL FEES

|                           |             |
|---------------------------|-------------|
| Pre-Conference Program(s) | 2. \$ _____ |
| Annual Conference         | 3. \$ _____ |
| Membership                | 4. \$ _____ |
| Total Payment             | \$ _____    |

### 6. PAYMENT

Payments must be received or postmarked by February 18, 2022 to receive discounted rate. Discounted rates are not guaranteed for any registration received without payment or PO by February 18, 2022.

- ☐ Check/PO/Voucher enclosed
- Please make checks/vouchers payable to NYGFOA and mail to: NYGFOA, 3 Pine West Plaza, Ste 308, Albany NY, 12205
- ☐ Credit Card: MasterCard, Visa, Discover (AMEX not accepted.)
- Please go to [nygfoa.org](http://nygfoa.org) and click *Conference* on the navigation bar.

### QUESTIONS? Contact Us

NEW YORK GOVERNMENT FINANCE OFFICERS' ASSOCIATION

Phone: 518.465.1512

Email: [info@nygfoa.org](mailto:info@nygfoa.org)

Website: [nygfoa.org](http://nygfoa.org)



# Amherst Town Board

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Highway  
 Initiated by: **Stephen Bryan**  
 Co-Sponsored by:

DOC ID: 25250

## RESOLUTION 2022-106

**ADOPTED**

### CONTRACT EXTENSION BID #2019038 - Dump Box, Sander, Plow Parts and Custom Metal Fab - CRS - Below

WHEREAS, BID # 2019038, Highway Department, Dump Box, Plow Parts and Custom Metal Fabrication allows the contract to be extended for a period of twenty-four (24) months at the same terms and conditions; and

WHEREAS, the Highway Department is requesting approval for the extension of the contract under Resolution 2019-1302 from 12/13/2021 to 12/12/2023; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Highway Department to extend as follows the contracts with Valley Fab & Equipment, Inc. (CRS#1753/3114) and Viking Cives, Inc. (CRS#1755/3115), and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the extension for the two (2) vendors subject to the Contract Routing System and the approval of the Town Attorney.

**1/18/2022**

Consent

#### FINANCIAL IMPACT:

Town Wide

Various

TBD

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |



**CONTRACT EXTENSION**

Let this document stand as a Contract Extension between VALLEY FAB & EQUIPMENT and the Town of Amherst. VALLEY FAB & EQUIPMENT agrees to hold discounts and extend the current contract with the Town of Amherst for:

BID # 2019038 Dump Box, Sanders, Plow Parts and Fabrication

RESOLUTION # 2019-1302

This contract will be extended for one (2) year period from the date of Town of Amherst Town Board approval commencing on December 13, 2021 through December 12, 2023.

Agreed to and Accepted by:

VALLEY FAB & EQUIPMENT INC.

By: Karen J. Schweickert

Signature

Karen J. Schweickert

Print Name

Brian Kulpa

Title

Date: 01/3/2022

Agreed to and Accepted By:

TOWN OF AMHERST

BY:

BRIAN KULPA  
SUPERVISOR

Date: \_\_\_\_\_

# AMHERST HIGHWAY DEPARTMENT

1042 North Forest Road Williamsville, New York 14221

**Patrick Lucey**

Superintendent of Highways  
plucey@amherst.ny.us



PHONE (716) 631-7117

FAX (716) 631-7265

www.amherst.ny.us

**Paul Anderson**

Deputy Highway Superintendent  
panderson@amherst.ny.us

December 22, 2021

Valley Fab & Equipment Inc.

Attn: Linda Keen  
9776 Trevett Road  
Boston, NY 14025

Re: Bid #2019038 Dump Box, Sanders, Plow Parts and Fabrication

Dear Linda:

The Town of Amherst wishes to extend this agreement for an additional contract period of two Years Commencing on December 13, 2021 and ending December 12, 2023 under the same discounts, terms and Conditions as the original agreement Resolution #2019-1302 per attached!

Extension is provided for per "Contract Terms", Page 4 of 13 of the bid specifications. This offer is for your immediate consideration and acceptance. Please indicate below whether you Agree to extend or do not wish to extend. Please respond within seven days upon receipt of This request. After approval, additional Town paperwork will be sent for completion.

☒ Yes, I agree to extend

☐ No, I do not wish to extend

Print Name

Signature

Date:

12/29/2021

Thank you for your time and consideration!

Regards, Steve Bryan, Department Highway Contracts

*Working Today For The Amherst Of Tomorrow*

| Bid #2019038 Dump Box, Sander, Plow Parts |                                                                                                                                                                                     |                                           |                                           |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------------|
| Low Bidder                                |                                                                                                                                                                                     |                                           |                                           |
| Item No.                                  | Vendor Name:                                                                                                                                                                        | CASE #1755<br>Viking Cives                | CASE #1753<br>Valley Fab                  |
|                                           |                                                                                                                                                                                     | <u>% off</u><br><u>Manufacturers List</u> | <u>% off</u><br><u>Manufacturers List</u> |
| 1                                         | All M/G Dump Box Parts                                                                                                                                                              | 10%                                       |                                           |
| 2                                         | All Viking Cives Plow Systems Parts                                                                                                                                                 | 10%                                       |                                           |
| 3                                         | All Galion Body Parts                                                                                                                                                               | 10%                                       | 5%                                        |
| 4                                         | All Force America Products Parts                                                                                                                                                    | 10%                                       | 5%                                        |
| 5                                         | All Smith Spreader Parts                                                                                                                                                            | 10%                                       |                                           |
| 6                                         | All Brandon Body Parts                                                                                                                                                              | NB                                        | 5%                                        |
| 7                                         | All Goodwin Body Parts                                                                                                                                                              | 10%                                       | 5%                                        |
| 8                                         | All Everst Equipment Parts                                                                                                                                                          | NB                                        | 5%                                        |
| 9                                         | All Evolution Edges Plow Blade/Shoe Parts                                                                                                                                           |                                           |                                           |
| 10                                        | All Western Plow & Equipment Parts                                                                                                                                                  | 10%                                       |                                           |
| 11                                        | All Donovan Tarp System Parts                                                                                                                                                       | 10%                                       | 5%                                        |
| 12                                        | All Roll-Rite Tarp System Parts                                                                                                                                                     | 10%                                       |                                           |
| 13                                        | All Minimizer Fenders                                                                                                                                                               | 10%                                       |                                           |
|                                           | <b>SYSTEM PARTS</b>                                                                                                                                                                 |                                           |                                           |
| 14                                        | All Walco Liftgate Parts                                                                                                                                                            | NB                                        |                                           |
| 15                                        | All Tommy Gate System Parts                                                                                                                                                         | NB                                        |                                           |
| 16                                        | All Rexroth Ground Speed Control Parts                                                                                                                                              | 10%                                       |                                           |
| 17                                        | All Harder Dump Box                                                                                                                                                                 | 10%                                       |                                           |
|                                           | <b>SPREADER PARTS</b>                                                                                                                                                               |                                           |                                           |
|                                           | <b>CUSTOM MATERIAL FABRICATION SPECS</b>                                                                                                                                            |                                           |                                           |
| 18                                        | Labor cost per hour for custom metal fabrication                                                                                                                                    | \$81.00                                   | \$125.00                                  |
| 19                                        | Materials cost per pound for hot rolled steel products used in fabrication process                                                                                                  | \$1.80                                    | \$1.75                                    |
| 20                                        | Materials cost per pound for aluminum products used in the fabrication process                                                                                                      | \$2.47                                    | \$4.25                                    |
|                                           | <b>NOTES:</b>                                                                                                                                                                       |                                           |                                           |
|                                           | <b>Viking Cive:</b><br>#18: Quoted 10% off Hourly rate, which is \$90<br>#19: Quoted 10% off per pound rate, which is \$2.00<br>#20: Quoted 10% off per pound rate, which is \$2.75 |                                           |                                           |



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

12.M.1.a

Jeffery C. Zepowitz  
Town Clerk

Meeting: 12/02/19 07:00 PM  
Department: Contract Compliance  
Initiated by: **Lynda Juul**  
Co-Sponsored by:

DOC ID: 21231

**RESOLUTION 2019-1302**

12-12-2021 **ADOPTED**

**Award Bid #2019038 Dump Box, Sander, Plow Parts &  
Custom Metal Fabrication - CRS #1753 & #1755**

VF

VC

**WHEREAS**, the Contract Compliance and Administration Department received bids on September 26, 2019 for Bid #2019038 for Dump Box, Sander, Plow Parts and Custom Metal Fabrication; 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 as follows: Items 1-5, 7, 10-13, 16-20 to Viking Cives, 2917 Judge Road, Oakfield, NY 14125; Items #6 & 8 to Valley Fab & Equipment, Inc., 9776 Trevett Road, Boston, NY 14025; and

**BE IT FURTHER RESOLVED**, the Town Board authorizes the Supervisor to sign the contracts with Viking Cives and Valley Fab & Equipment, Inc.

**12/02/2019**

Consent

**FINANCIAL IMPACT:**

Town Wide; Various Accounts; Amount TBD

|                  |                                    |
|------------------|------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>         |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor         |
| <b>SECONDER:</b> | Francina Spoth, Deputy Supervisor  |
| <b>AYES:</b>     | Kulpa, Spoth, Bucki, Berger, Lavin |

Attachment: valley fab (2) (RES-2022-106 : CONTRACT EXTENSION BID #2019038 - Dump Box, Sander, Plow Parts and Custom Metal Fab -



VALLE-8

12.M.1.a

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/03/2022

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).

| <b>PRODUCER</b><br>United Insurance Agency, Inc.<br>90 Bryant Woods South<br>Amherst, NY 14228<br>Dawn M. Martin       | <b>716-632-6118</b> | <b>CONTACT NAME:</b> Sheila Mack<br><b>PHONE (A/C, No, Ext):</b> 716-632-6118<br><b>E-MAIL ADDRESS:</b> smack@uiai.com<br><b>FAX (A/C, No):</b> 716-631-5045                                                                                                                                                                                                                                                                                                                                      |         |        |                                   |       |                                      |       |                                           |       |                                   |       |            |  |            |  |
|------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------|-----------------------------------|-------|--------------------------------------|-------|-------------------------------------------|-------|-----------------------------------|-------|------------|--|------------|--|
| <b>INSURED</b><br>Valley Fab & Equipment Inc<br>9776 Trevelt Rd LLC<br>9776 Trevelt Rd, PO Box 380<br>Boston, NY 14025 |                     | <b>INSURER(S) AFFORDING COVERAGE</b><br><table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Hartford Casualty Ins.</td><td>29424</td></tr><tr><td>INSURER B: Merchants Mutual Ins. Co.</td><td>23329</td></tr><tr><td>INSURER C: Property and Casualty Ins. Co.</td><td>34690</td></tr><tr><td>INSURER D: Hartford Fire Ins. Co.</td><td>19682</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table> | INSURER | NAIC # | INSURER A: Hartford Casualty Ins. | 29424 | INSURER B: Merchants Mutual Ins. Co. | 23329 | INSURER C: Property and Casualty Ins. Co. | 34690 | INSURER D: Hartford Fire Ins. Co. | 19682 | INSURER E: |  | INSURER F: |  |
| INSURER                                                                                                                | NAIC #              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |         |        |                                   |       |                                      |       |                                           |       |                                   |       |            |  |            |  |
| INSURER A: Hartford Casualty Ins.                                                                                      | 29424               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |         |        |                                   |       |                                      |       |                                           |       |                                   |       |            |  |            |  |
| INSURER B: Merchants Mutual Ins. Co.                                                                                   | 23329               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |         |        |                                   |       |                                      |       |                                           |       |                                   |       |            |  |            |  |
| INSURER C: Property and Casualty Ins. Co.                                                                              | 34690               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |         |        |                                   |       |                                      |       |                                           |       |                                   |       |            |  |            |  |
| INSURER D: Hartford Fire Ins. Co.                                                                                      | 19682               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |         |        |                                   |       |                                      |       |                                           |       |                                   |       |            |  |            |  |
| 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                                                                               | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Garage Liab Incl<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | X         |          | 01UUNQO8782   | 03/24/2021              | 03/24/2022              | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,00</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,00</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,00</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,00</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,00</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,00</td></tr><tr><td></td><td>\$</td></tr></table> | EACH OCCURRENCE                                                                 | \$ 1,000,00 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,00   | MED EXP (Any one person)     | \$ 5,00     | PERSONAL & ADV INJURY          | \$ 1,000,00 | GENERAL AGGREGATE | \$ 2,000,00 | PRODUCTS - COMP/OP AGG | \$ 2,000,00 |  | \$ |
| EACH OCCURRENCE                                                                 | \$ 1,000,00                                                                                                                                                                                                                                                                                                                                                                |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                 |             |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| DAMAGE TO RENTED PREMISES (Ea occurrence)                                       | \$ 300,00                                                                                                                                                                                                                                                                                                                                                                  |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                 |             |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| MED EXP (Any one person)                                                        | \$ 5,00                                                                                                                                                                                                                                                                                                                                                                    |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                 |             |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| PERSONAL & ADV INJURY                                                           | \$ 1,000,00                                                                                                                                                                                                                                                                                                                                                                |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                 |             |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| GENERAL AGGREGATE                                                               | \$ 2,000,00                                                                                                                                                                                                                                                                                                                                                                |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                 |             |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| PRODUCTS - COMP/OP AGG                                                          | \$ 2,000,00                                                                                                                                                                                                                                                                                                                                                                |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                 |             |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
|                                                                                 | \$                                                                                                                                                                                                                                                                                                                                                                         |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                 |             |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| B                                                                               | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                  |           |          | CAPI078455    | 03/24/2021              | 03/24/2022              | <table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,00</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>                                                                                                                           | COMBINED SINGLE LIMIT (Ea accident)                                             | \$ 1,000,00 | BODILY INJURY (Per person)                | \$          | BODILY INJURY (Per accident) | \$          | PROPERTY DAMAGE (Per accident) | \$          |                   | \$          |                        |             |  |    |
| COMBINED SINGLE LIMIT (Ea accident)                                             | \$ 1,000,00                                                                                                                                                                                                                                                                                                                                                                |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                 |             |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| BODILY INJURY (Per person)                                                      | \$                                                                                                                                                                                                                                                                                                                                                                         |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                 |             |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| BODILY INJURY (Per accident)                                                    | \$                                                                                                                                                                                                                                                                                                                                                                         |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                 |             |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| PROPERTY DAMAGE (Per accident)                                                  | \$                                                                                                                                                                                                                                                                                                                                                                         |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                 |             |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
|                                                                                 | \$                                                                                                                                                                                                                                                                                                                                                                         |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                 |             |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| B                                                                               | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000                                                                                                            |           |          | CUP0000168    | 03/24/2021              | 03/24/2022              | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,00</td></tr><tr><td>AGGREGATE</td><td>\$ 2,000,00</td></tr><tr><td></td><td>\$</td></tr></table>                                                                                                                                                                                                                                                                           | EACH OCCURRENCE                                                                 | \$ 2,000,00 | AGGREGATE                                 | \$ 2,000,00 |                              | \$          |                                |             |                   |             |                        |             |  |    |
| EACH OCCURRENCE                                                                 | \$ 2,000,00                                                                                                                                                                                                                                                                                                                                                                |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                 |             |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| AGGREGATE                                                                       | \$ 2,000,00                                                                                                                                                                                                                                                                                                                                                                |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                 |             |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
|                                                                                 | \$                                                                                                                                                                                                                                                                                                                                                                         |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                 |             |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| C                                                                               | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                     |           | N/A      | 01WEQO0082    | 01/01/2022              | 01/01/2023              | <table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,00</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,00</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,00</td></tr></table>                                                                                                         | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |             | E.L. EACH ACCIDENT                        | \$ 1,000,00 | E.L. DISEASE - EA EMPLOYEE   | \$ 1,000,00 | E.L. DISEASE - POLICY LIMIT    | \$ 1,000,00 |                   |             |                        |             |  |    |
| <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |                                                                                                                                                                                                                                                                                                                                                                            |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                 |             |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| E.L. EACH ACCIDENT                                                              | \$ 1,000,00                                                                                                                                                                                                                                                                                                                                                                |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                 |             |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| E.L. DISEASE - EA EMPLOYEE                                                      | \$ 1,000,00                                                                                                                                                                                                                                                                                                                                                                |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                 |             |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| E.L. DISEASE - POLICY LIMIT                                                     | \$ 1,000,00                                                                                                                                                                                                                                                                                                                                                                |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                 |             |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| D                                                                               | <input checked="" type="checkbox"/> BPP Including<br>Stock In & Out                                                                                                                                                                                                                                                                                                        |           |          | 01UUNQO8782   | 03/24/2021              | 03/24/2022              | <table border="1"><tr><td>Limit</td><td>\$ 1,515,00</td></tr><tr><td>Ded</td><td>\$ 2,50</td></tr></table>                                                                                                                                                                                                                                                                                                                            | Limit                                                                           | \$ 1,515,00 | Ded                                       | \$ 2,50     |                              |             |                                |             |                   |             |                        |             |  |    |
| Limit                                                                           | \$ 1,515,00                                                                                                                                                                                                                                                                                                                                                                |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                 |             |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| Ded                                                                             | \$ 2,50                                                                                                                                                                                                                                                                                                                                                                    |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                 |             |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Amherst is named as as Additional Insured on a primary and non contributory basis, to the extent of the written contract, not to exceed limits shown above.

## CERTIFICATE HOLDER

## CANCELLATION

TOWNAMH

Town of Amherst  
5583 Main Street  
Williamsville, NY 14221

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

AUTHORIZED REPRESENTATIVE

*Edward C. Halling*




**Workers'  
Compensation  
Board**
**CERTIFICATE OF  
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

|                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1a. Legal Name &amp; Address of Insured (use street address only)</b><br>Valley Fab & Equipment Inc<br>9776 Trevett Rd<br>Boston NY 14025<br><br><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i> | <b>1b. Business Telephone Number of Insured</b><br>716-941-6644<br><br><b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b><br>52-34811<br><br><b>1d. Federal Employer Identification Number of Insured or Social Security Number</b><br>16-1541913                                                                                                                                                                                                               |
| <b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b><br>Town of Amherst<br>5583 Main St<br>Williamsville NY 14221                                                                                                                     | <b>3a. Name of Insurance Carrier</b><br>Property and Casualty Ins Co of Hartford<br><br><b>3b. Policy Number of entity listed in box "1a"</b><br>01WEQ00082<br><br><b>3c. Policy effective period</b><br>01/01/2022 to 01/01/2023<br><br><b>3d. The Proprietor, Partners or Executive Officers are</b><br><input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)<br><input type="checkbox"/> 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: Edward C Gelia Jr., CPCU  
 (Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Edward C. Gelia Jr. 1-3-2022  
 (Signature) (Date)

Title: Executive Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-632-6118

**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.**



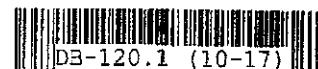
Workers'  
Compensation  
Board

## CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier</b>                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                |
| <p>1a. Legal Name &amp; Address of Insured (use street address only)<br/> <b>VALLEY FAB &amp; EQUIPMENT, INC.</b><br/> <b>9776 TREVETT ROAD</b><br/> <b>BOSTON, NY 14025</b></p> <p><small>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</small></p>                                                                                                                                                                                                                            | <p>1b. Business Telephone Number of Insured<br/> <b>7169416644</b></p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number<br/> <b>16-1541913</b></p>                                                                           |
| <p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)<br/> <b>Town of Amherst</b><br/> <b>5583 Main St</b><br/> <b>Williamsville, NY 14221</b></p>                                                                                                                                                                                                                                                                                                                                                                  | <p>3a. Name of Insurance Carrier<br/> <b>Standard Security Life Insurance Company of New York</b></p> <p>3b. Policy Number of Entity Listed in Box "1a"<br/> <b>R14963-000</b></p> <p>3c. Policy effective period<br/> <b>1/1/2016</b> to <b>3/22/2022</b></p> |
| <p>4. Policy provides the following benefits:<br/> <input checked="" type="checkbox"/> A. Both disability and paid family leave benefits.<br/> <input type="checkbox"/> B. Disability benefits only.<br/> <input type="checkbox"/> C. Paid family leave benefits only.</p> <p>5. Policy covers:<br/> <input checked="" type="checkbox"/> A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.<br/> <input type="checkbox"/> B. Only the following class or classes of employer's employees:<br/> <br/> </p>             |                                                                                                                                                                                                                                                                |
| <p>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.</p>                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                |
| <p>Date Signed <u>3/23/2021</u> By <u><i>Beth J. Spampal</i></u><br/> <small>(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that Insurance carrier)</small></p>                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                |
| <p>Telephone Number <u>(212) 355-4141</u> Name and Title <u>SUPERVISOR-DBL/POLICY SERVICES</u></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                |
| <p><b>IMPORTANT:</b> 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.</p> <p>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.</p> |                                                                                                                                                                                                                                                                |
| <p><b>PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                |
| <p><b>State of New York</b><br/> <b>Workers' Compensation Board</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                |
| <p>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.</p>                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                |
| <p>Date Signed _____ By _____<br/> <small>(Signature of Authorized NYS Workers' Compensation Board Employee)</small></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                |
| <p>Telephone Number _____ Name and Title _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                |

**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)



**CONTRACT EXTENSION**

Let this document stand as a Contract Extension between VIKING CIVES INC. and the Town of Amherst. VIKING CIVES INC. agrees to hold discounts and extend the current contract with the Town of Amherst for:

BID # 2019038 Dump Box, Sanders, Plow Parts and Fabrication

RESOLUTION # 2019-1302

This contract will be extended for one (2) year period from the date of Town of Amherst Town Board approval commencing on December 13, 2021 through December 12, 2023.

Agreed to and Accepted by:

**VIKING CIVES INC.**

By: 

Signature

Richard Wainwright

Print Name

Regional Sales Manager

Title

Date: 1-3-22

Agreed to and Accepted By:

**TOWN OF AMHERST**

BY: 

BRIAN KULPA  
SUPERVISOR

Date:

# AMHERST HIGHWAY DEPARTMENT

1042 North Forest Road Williamsville, New York 14221

**Patrick Lucey**

Superintendent of Highways  
plucey@amherst.ny.us

**Paul Anderson**

Deputy Highway Superintendent  
panderson@amherst.ny.us



PHONE (716) 631-7117

FAX (716) 631-7265

www.amherst.ny.us

December 22, 2021

Viking Cives Inc.  
Attn: Rich Wainwright  
14331 Mill Street  
Harrisville, NY 13648

Re: Bid #2019038 Dump Box, Sanders, Plow Parts and Fabrication

Dear Rich:

The Town of Amherst wishes to extend this agreement for an additional contract period of two Years Commencing on December 13, 2021 and ending December 12, 2023 under the same discounts, terms and Conditions as the original agreement Resolution #2019-1302 per attached!

Extension is provided for per "Contract Terms", Page 4 of 13 of the bid specifications. This offer is for your immediate consideration and acceptance. Please indicate below whether you Agree to extend or do not wish to extend. Please respond within seven days upon receipt of This request. After approval, additional Town paperwork will be sent for completion.

☒ Yes, I agree to extend

☐ No, I do not wish to extend

Richard Wainwright  
Print Name

[Signature]  
Signature

Date: 12-29-21

Thank you for your time and consideration!

Regards, Steve Bryan, Department Highway Contracts

| Bid #2019038 Dump Box, Sander, Plow Parts |                                                                                                                                                                                     |                                           |                                           |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------------|
| Low Bidder                                |                                                                                                                                                                                     |                                           |                                           |
| Item No.                                  | Vendor Name:                                                                                                                                                                        | CRS # 1755<br>Viking Cives                | CRS # 1753<br>Valley Fab                  |
|                                           |                                                                                                                                                                                     | <u>% off</u><br><u>Manufacturers List</u> | <u>% off</u><br><u>Manufacturers List</u> |
| 1                                         | All M/G Dump Box Parts                                                                                                                                                              | 10%                                       |                                           |
| 2                                         | All Viking Cives Plow Systems Parts                                                                                                                                                 | 10%                                       |                                           |
| 3                                         | All Galion Body Parts                                                                                                                                                               | 10%                                       | 5%                                        |
| 4                                         | All Force America Products Parts                                                                                                                                                    | 10%                                       | 5%                                        |
| 5                                         | All Smith Spreader Parts                                                                                                                                                            | 10%                                       |                                           |
| 6                                         | All Brandon Body Parts                                                                                                                                                              | NB                                        | 5%                                        |
| 7                                         | All Goodwin Body Parts                                                                                                                                                              | 10%                                       | 5%                                        |
| 8                                         | All Everst Equipment Parts                                                                                                                                                          | NB                                        | 5%                                        |
| 9                                         | All Evolution Edges Plow Blade/Shoe Parts                                                                                                                                           |                                           |                                           |
| 10                                        | All Western Plow & Equipment Parts                                                                                                                                                  | 10%                                       |                                           |
| 11                                        | All Donovan Tarp System Parts                                                                                                                                                       | 10%                                       | 5%                                        |
| 12                                        | All Roll-Rite Tarp System Parts                                                                                                                                                     | 10%                                       |                                           |
| 13                                        | All Minimizer Fenders                                                                                                                                                               | 10%                                       |                                           |
|                                           | <b>SYSTEM PARTS</b>                                                                                                                                                                 |                                           |                                           |
| 14                                        | All Walco Liftgate Parts                                                                                                                                                            | NB                                        |                                           |
| 15                                        | All Tommy Gate System Parts                                                                                                                                                         | NB                                        |                                           |
| 16                                        | All Rexroth Ground Speed Control Parts                                                                                                                                              | 10%                                       |                                           |
| 17                                        | All Harder Dump Box                                                                                                                                                                 | 10%                                       |                                           |
|                                           | <b>SPREADER PARTS</b>                                                                                                                                                               |                                           |                                           |
|                                           | <b>CUSTOM MATERIAL FABRICATION SPECS</b>                                                                                                                                            |                                           |                                           |
| 18                                        | Labor cost per hour for custom metal fabrication                                                                                                                                    | \$81.00                                   | \$125.00                                  |
| 19                                        | Materials cost per pound for hot rolled steel products used in fabrication process                                                                                                  | \$1.80                                    | \$1.75                                    |
| 20                                        | Materials cost per pound for aluminum products used in the fabrication process                                                                                                      | \$2.47                                    | \$4.25                                    |
|                                           | <b>NOTES:</b>                                                                                                                                                                       |                                           |                                           |
|                                           | <b>Viking Cive:</b><br>#18: Quoted 10% off Hourly rate, which is \$90<br>#19: Quoted 10% off per pound rate, which is \$2.00<br>#20: Quoted 10% off per pound rate, which is \$2.75 |                                           |                                           |





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

Jeffery C. Zeplovitz  
Town Clerk

Meeting: 12/02/19 07:00 PM  
Department: Contract Compliance  
Initiated by: **Lynda Juul**  
Co-Sponsored by:

12.M.1.b

DOC ID: 21231

**RESOLUTION 2019-1302**

12-12-2021 **ADOPTED**

**Award Bid #2019038 Dump Box, Sander, Plow Parts &  
Custom Metal Fabrication - CRS #1753 & #1755**

VF

VC

**WHEREAS**, the Contract Compliance and Administration Department received bids on September 26, 2019 for Bid #2019038 for Dump Box, Sander, Plow Parts and Custom Metal Fabrication; 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 as follows: Items 1-5, 7, 10-13, 16-20 to Viking Cives, 2917 Judge Road, Oakfield, NY 14125; Items #6 & 8 to Valley Fab & Equipment, Inc., 9776 Trevett Road, Boston, NY 14025; and

**BE IT FURTHER RESOLVED**, the Town Board authorizes the Supervisor to sign the contracts with Viking Cives and Valley Fab & Equipment, Inc.

**12/02/2019**

Consent

**FINANCIAL IMPACT:**

Town Wide; Various Accounts; Amount TBD

|                  |                                    |
|------------------|------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>         |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor         |
| <b>SECONDER:</b> | Francina Spoth, Deputy Supervisor  |
| <b>AYES:</b>     | Kulpa, Spoth, Bucki, Berger, Lavin |

Attachment: viking cives (2) (RES-2022-106 : CONTRACT EXTENSION BID #2019038 - Dump Box, Sander, Plow Parts and Custom Metal Fab -



**Amherst Town Board**  
5583 Main Street  
Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Jeffery C. Zeplowitz  
Town Clerk

Meeting: 12/02/19 07:00 PM  
Department: Contract Compliance  
Initiated by: **Lynda Juul**  
Co-Sponsored by:

DOC ID: 21231

**RESOLUTION 2019-1302**

**ADOPTED**

**Award Bid #2019038 Dump Box, Sander, Plow Parts &  
Custom Metal Fabrication - CRS #1753 & #1755**

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**12/02/2019**

Consent

**FINANCIAL IMPACT:**

Town Wide; Various Accounts; Amount TBD

|                  |                                    |
|------------------|------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>         |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor         |
| <b>SECONDER:</b> | Francina Spoth, Deputy Supervisor  |
| <b>AYES:</b>     | Kulpa, Spoth, Bucki, Berger, Lavin |

Attachment: viking cives (2) (RES-2022-106 : CONTRACT EXTENSION BID #2019038 - Dump Box, Sander, Plow Parts and Custom Metal Fab -



# CERTIFICATE OF LIABILITY INSURANCE

VIKIUSA-01

12.M.1.b

MISCARD

DATE (MM/DD/YYYY)

12/7/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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<br>CH Insurance Brokerage Services Co., Inc.<br>100 S. Salina St. Suite 370<br>Syracuse, NY 13202 | CONTACT<br>NAME:<br>PHONE<br>(A/C, No, Ext): (315) 234-7500 FAX<br>(A/C, No): (315) 234-7508<br>E-MAIL<br>ADDRESS:                                                                            |
| INSURED<br><br>Viking-Cives USA<br>14331 Mill Street<br>Harrisville, NY 13648                              | INSURER(S) AFFORDING COVERAGE<br>INSURER A: Liberty Mutual Fire Ins Co NAIC # 23035<br>INSURER B: Liberty Mutual Insurance Corp 42404<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>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<br>LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                       | ADDL<br>INSR | SUBR<br>WVD | POLICY NUMBER      | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP<br>(MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                 |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|--------------------|----------------------------|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A           | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-<br>JECT <input type="checkbox"/> LOC<br>OTHER: | X            |             | TB2-621-094553-022 | 1/1/2022                   | 1/1/2023                   | EACH OCCURRENCE \$ 5,000.00<br>DAMAGE TO RENTED<br>PREMISES (Ea occurrence) \$ 500.00<br>MED EXP (Any one person) \$ 10.00<br>PERSONAL & ADV INJURY \$ 5,000.00<br>GENERAL AGGREGATE \$ 5,000.00<br>PRODUCTS - COMP/OP AGG \$ 5,000.00 |
| A           | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED<br>AUTOS ONLY <input type="checkbox"/> SCHEDULED<br>AUTOS<br><input type="checkbox"/> HIRED<br>AUTOS ONLY <input type="checkbox"/> NON-OWNED<br>AUTOS ONLY                                                       |              |             | AS2-621-094553-032 | 1/1/2022                   | 1/1/2023                   | COMBINED SINGLE LIMIT<br>(Ea accident) \$ 2,000.00<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE<br>(Per accident) \$                                                                         |
| B           | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                            |              |             | TH7-621094553-042  | 1/1/2022                   | 1/1/2023                   | EACH OCCURRENCE \$ 1,000.00<br>AGGREGATE \$ 1,000.00                                                                                                                                                                                   |
| B           | WORKERS COMPENSATION<br>AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE<br>OFFICER/MEMBER EXCLUDED?<br>(Mandatory in NH)<br>If yes, describe under<br>DESCRIPTION OF OPERATIONS below                                                                                                                      | Y/N<br>N     | N/A         | WA5-62D-094553-012 | 1/1/2022                   | 1/1/2023                   | <input checked="" type="checkbox"/> PER<br>STATUTE <input type="checkbox"/> OTH-<br>ER<br>E.L. EACH ACCIDENT \$ 1,000.00<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000.00<br>E.L. DISEASE - POLICY LIMIT \$ 1,000.00                          |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The Town of Amherst is named as an Additional Insured on a primary & non-contributory basis.

## CERTIFICATE HOLDER

## CANCELLATION

The Town of Amherst  
5583 Main Street  
Amherst, NY 14221

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Packet Pg. 741

Attachment: viking cives (2) (RES-2022-106 : CONTRACT EXTENSION BID #2019038 - Dump Box, Sander, Plow Parts and Custom Metal Fab -

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

|                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>1a. Legal Name &amp; Address of Insured (Use street address only)</b></p> <p>Viking-Cives USA<br/>14331 Mill Street<br/>Harrisville, NY 13648<br/>Alpharetta, GA 30022</p> <p><b>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</b></p> | <p><b>1b. Business Telephone Number of Insured</b></p> <p>315-543-2321</p> <p><b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b></p> <p><b>1d. Federal Employer Identification Number of Insured or Social Security Number</b></p> <p>16-0955800</p>                                                                                                                                                                                                                              |
| <p><b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b></p> <p>Town of Amherst<br/>5583 Main Street<br/>Williamsville, NY 14221</p>                                                                                                                                       | <p><b>3a. Name of Insurance Carrier</b></p> <p>Liberty Insurance Corp.</p> <p><b>3b. Policy Number of entity listed in box "1a"</b></p> <p>WA5-62D-094553-012</p> <p><b>3c. Policy effective period</b></p> <p>01/01/2022 to 01/01/2023</p> <p><b>3d. The Proprietor, Partners or Executive Officers are</b></p> <p><input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded.</p> |

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

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

**Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.**

**Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.**

Approved by: C.H. Insurance Brokerage Services Co., Inc.  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Joseph Conventino 1/4/2022  
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 315-234-7500

**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.**



# Amherst Town Board

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

Jeffery C. Zepowitz  
Town Clerk

Meeting: 12/02/19 07:00 PM  
Department: Contract Compliance  
Initiated by: **Lynda Juul**  
Co-Sponsored by:

DOC ID: 21231

**RESOLUTION 2019-1302**12-12-2021 **ADOPTED**

## Award Bid #2019038 Dump Box, Sander, Plow Parts & Custom Metal Fabrication - CRS #1753 & #1755

VF

VC

**WHEREAS**, the Contract Compliance and Administration Department received bids on September 26, 2019 for Bid #2019038 for Dump Box, Sander, Plow Parts and Custom Metal Fabrication; 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 as follows: Items 1-5, 7, 10-13, 16-20 to Viking Cives, 2917 Judge Road, Oakfield, NY 14125; Items #6 & 8 to Valley Fab & Equipment, Inc., 9776 Trevett Road, Boston, NY 14025; and

**BE IT FURTHER RESOLVED**, the Town Board authorizes the Supervisor to sign the contracts with Viking Cives and Valley Fab & Equipment, Inc.

**12/02/2019**

Consent

### FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

|                  |                                    |
|------------------|------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>         |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor         |
| <b>SECONDER:</b> | Francina Spoth, Deputy Supervisor  |
| <b>AYES:</b>     | Kulpa, Spoth, Bucki, Berger, Lavin |

Attachment: viking cives (2) (RES-2022-106 : CONTRACT EXTENSION BID #2019038 - Dump Box, Sander, Plow Parts and Custom Metal Fab -




**Amherst Town Board**

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Human Resources  
 Initiated by: **Robert McCarthy**  
 Co-Sponsored by:

DOC ID: 25256

**RESOLUTION 2022-107**
**ADOPTED**

## Extended Sick Leave of Absence Without Pay/Highway Department

Please authorize an Extended Sick Leave of Absence Without Pay to Joseph Simonick, Laborer at the Highway Department. Effective December 28, 2021 through March 31, 2022.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |



## Amherst Town Board

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Human Resources  
 Initiated by: **Robert McCarthy**  
 Co-Sponsored by:

DOC ID: 25274

### RESOLUTION 2022-108

**ADOPTED**

## ClerkTypist/Human Resources

Please appoint a Clerk Typist to the Human Resources Department, Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective January 19, 2022, at an annual salary of \$51,480, Grade 7, Step I of the exempt salary schedule for Kathleen Talty.

This is for an employee currently serving as a messenger.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |



## Amherst Town Board

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Human Resources  
 Initiated by: **Robert McCarthy**  
 Co-Sponsored by:

DOC ID: 25291

### RESOLUTION 2022-109

**ADOPTED**

## Clerk Typist/Youth & Recreation

Please appoint a Clerk Typist to the Youth & Recreation Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective January 19, 2022 at an annual salary of \$28,488, Grade 2, Step A for Donna Cicero.

Contingent upon completing all pre-employment requirements.

**1/18/2022**

Consent

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |



## Amherst Town Board

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Planning  
 Initiated by: **Daniel J. Ulatowski**  
 Co-Sponsored by:

DOC ID: 25273

### RESOLUTION 2022-110

### ROLL CALL VOTE (ADOPTED)

## Adoption of Local Law to Amend the Zoning Map (10060-10090 Transit Road, Z-2019-06)

RESOLVED, that on December 20, 2021 pursuant to 6NYCRR Part 617 State Environmental Quality Review (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR have been completed and this Board issued 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 June 24, 2021 that the proposed Center 2.5 District (CTR-2.5), Multifamily Residential District Five (MFR-5) and Residential District Three (R-3) zoning at 10060 & 10090 Transit Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

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

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

1. An agricultural data statement be provided with any application for development as required by Erie County Department of Environment and Planning (ECDEP).
2. That the subject area be removed from Agricultural District 17 - Amherst prior to submittal of any application for site development as required by ECDEP.
3. As required by New York State Department of Transportation (NYSDOT) a revised Traffic Impact Study (TIS) be provided with any application for development.
4. That the Petitioner address concerns of the New York State Department of Transportation (NYSDOT) during future development review.

### **1/18/2022**

A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved 4-1 (nay, Bucki). A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via Roll Call 4-1 (nay, Bucki).

|                  |                                          |
|------------------|------------------------------------------|
| <b>RESULT:</b>   | <b>ROLL CALL VOTE (ADOPTED) [4 TO 1]</b> |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor               |
| <b>SECONDER:</b> | Jacqueline Berger, Deputy Supervisor     |
| <b>AYES:</b>     | Kulpa, Berger, Lavin, Szukala            |
| <b>NAYS:</b>     | Bucki                                    |



# LOCAL LAW NO. \_\_\_\_\_-2022

## 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 10060 TRANSIT ROAD and 10090 TRANSIT ROAD FROM SA/MS TO R3/MFR5/CTR-2.5 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 10060 Transit Road and 10090 Transit Road from SA and MS to R-3, MFR-5 and Center 2.5 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 10060 Transit Road and 10090 Transit Road from SA-Suburban Agricultural and MS-Motor Services to R-3 Residential District Three and MFR-5-Multifamily Residential District Five and CTR-2.5 – Center Two and One Half and to Amend the Zoning Map 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 SA – Suburban Agricultural and MS – Motor Services to R-3 Residential District Three, MFR-5 – Multifamily Residential District Five and CTR-2.5 – Center Two and One Half, the zoning of 10060 Transit Road and 10090 Transit Road, **subject to any conditions imposed by the authorizing resolution**; legally described as follows:

#### **LANDS TO BE REZONED TO R-3**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 57 in Township 13 and Lot

No. 102 in Township 12, Range 7 of the Holland Land Company's Survey and bounded and described as follows:

BEGINNING at a point in the northeasterly line of Smith Road being (66.0 feet wide) said point being the southwest corner of Sublot 2 as shown on a map filed in the Erie County Clerk's office under Map cover 2044;

THENCE southeasterly along said northeasterly line of Smith Road a distance of 224.73 feet to an angle point;

THENCE southeasterly continuing along said northeasterly line of Smith Road a distance of 159.64 feet to the southwest corner of Sublot 5 as shown on said Map Cover 2044;

THENCE easterly on a line parallel with the north line of said Lot No. 102 a distance of 239.60 to a point in the centerline of a ditch;

THENCE southeasterly along the centerline of said ditch a distance of 468 feet more or less to a point;

THENCE through the property of lands conveyed to Herbert A. Lotter and Theresa P. Lotter by deed recorded in liber 11153 of deeds at page 5058 the following three (3) courses and distances:

- 1) Northeasterly along the centerline of a ditch more or less a distance of 284 feet more or less to a point;
- 2) Northeasterly a distance of 197 feet more or less to a point;
- 3) Northerly 244 feet more or less to a point on a northerly line of said Lotter's land;

THENCE northerly on a line parallel with said west line of Transit Road a distance of 180.00 feet to a point;

THENCE westerly on a line parallel with the south line said Lot No. 57 a distance of 976.52 feet to the point;

THENCE southerly on a line forming an interior angle of 90- 00' a distance of 208.92 feet to the point;

THENCE westerly on a line parallel with the south line said Lot No. 57 a distance of 250 feet to the point of BEGINNING.

#### **LANDS TO BE REZONED TO MFR-5**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 57 in Township 13

and Lot No. 102 in Township 12, Range 7 of the Holland Land Company's Survey and bounded and described as follows:

COMMENCING at a point in the westerly line of Transit Road being (66.0 feet wide) said point being the southeast corner of Sublot 21 as shown on a Subdivision Map filed in the Erie County Clerk's office under Map cover 2044;

THENCE westerly on a line parallel with the south line said Lot No. 57 a distance of 205.12 feet to the point of BEGINNING.

THENCE southerly on a line parallel with said west line of Transit Road being 205.00 feet westerly at right angles from said west line a distance of 626.40 feet to a point;

THENCE westerly parallel with the north line of said Lot No. 102 a distance of 917 feet more or less the centerline of a ditch;

THENCE northerly along the centerline of said ditch a distance of 192 feet more or less to a point;

THENCE through the property of lands conveyed to Herbert A. Lotter and Theresa P. Lotter by deed recorded in liber 11153 of deeds at page 5058 the following three (3) courses and distances:

- 1) Northeasterly along the centerline of a ditch more or less a distance of 284 feet more or less to a point;
- 2) Northeasterly a distance of 197 feet more or less to a point;
- 3) Northerly 244 feet more or less to a northerly corner of said Lotter's land;

THENCE easterly on a line parallel with the south line said Lot No. 57 a distance of 460.00 feet to the point;

THENCE southerly on a line parallel with said west line of Transit Road a distance of 120.00 feet to a point;

THENCE easterly on a line parallel with the south line said Lot No. 57 a distance of 44.88 feet to the point of BEGINNING.

#### **LANDS TO BE REZONED TO CTR-2.5**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 57 in Township 13 and Lot No. 102 in Township 12, Range 7 of the Holland Land Company's Survey and bounded and described as follows:

BEGINNING at a point in the westerly line of Transit Road being (66.0 feet wide) said point being the southeast corner of Sublot 21 as shown on a Subdivision Map filed in the Erie County Clerk's office under Map cover 2044;

THENCE southerly along said easterly line of Transit Road a distance of 626.40 feet to the southeast corner of Sublot 16 as shown on said Map cover 2044;

THENCE westerly parallel with the north line of said Lot No. 102 a distance of 205.12 feet to a point;

THENCE northerly on a line parallel with said west line of Transit Road being 205.00 feet westerly at right angles from said west line a distance of 626.40 feet to a point;

THENCE easterly on a line parallel with the south line of said Lot No. 57 a distance of 205.12 feet to the point of BEGINNING.

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**



Town of Amherst Planning Department

Erie County, New York



12.P.1.b

Brian J. Kulpa  
Supervisor

Daniel C. Howard, A  
Planning Director

Daniel J. Ulatowski, A  
Assistant Planning Director

## SEQR

### NEGATIVE DECLARATION

#### NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

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

**Project:** Z-2019-06

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

**Date:** December 20, 2021

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

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

**Title of Action:** Rezoning Request.

**SEQR Status:** Type I action.

**Description of Action:** Rezoning of 29.21± acres of land from Suburban Agriculture District (SA) and Motor Service District (MS) to 2.95± acres of Center 2.5 District (CTR-2.5), 12.73 ± acres of Multifamily Residential District Five (MFR-5) and 13.57 ± acres of Residential District Three (R-3) to allow for the future use and development of the site for, four mixed-use buildings fronting on Transit Road which would include 23,400± sq. ft. of commercial space in the proposed CTR-2.5 zoning district; 28 single family lots and 7 townhouse buildings in the proposed MFR-5 zoning district; and 26 single family lots in the proposed R-3 zoning district area.

**Location:** 10060 & 10090 Transit Road, Town of Amherst, Erie County, New York

**Petitioner:** Forbes Capretto Homes



### **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 29.21± acres of land from Suburban Agriculture District (SA) and Motor Service District (MS) to 2.95± acres of Center 2.5 District (CTR-2.5), 12.73 ± acres of Multifamily Residential District Five (MFR-5) and 13.57 ± acres of Residential District Three (R-3) to allow for the future use and development of the site for, four mixed-use buildings fronting on Transit Road which would include 23,400± sq. ft. of commercial space in the proposed CTR-2.5 zoning district; 28 single family lots and 7 townhouse buildings in the proposed MFR-5 zoning district; and 26 single family lots in the proposed R-3 zoning district area 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; or a substantial increase in solid waste production. The Town Engineering Department on April 20, 2021 reviewed the application and EAF submitted on March 31, 2021 and a Stormwater Management System Summary Report received on March 9, 2021, and had no objection or comments. The potential for erosion, flooding, leaching and drainage problems will be further evaluated at subdivision /site plan review and approval, at which time the applicant will be required to provide further civil engineering design and a hydraulic analysis of Town ditch 26D1 for any potential upstream and downstream capacity concerns. Additionally, any proposed modification of the flood plain within the project site will require a flood plain development permit which will be evaluated for compliance with the Town's local law for flood plain management, consistent with the Federal Emergency Management Agency's (FEMA) requirements
2. The project may result in the removal or destruction of large quantities of vegetation or fauna. The 29.21 +/- acre site is comprised of forested areas, wetlands and meadow grasslands which are periodically harvested for hay crops; 27.21 acres of the site are proposed for disturbance. The preservation of significant wetlands, forested areas and existing riparian vegetation will be evaluated during subdivision/site plan review and approval. Significant adverse impacts to fish or wildlife species, habitats or other natural resources are not anticipated
3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The project however, at this point in time cannot be adequately served with sanitary sewers due to capacity constraints in the Town's "peanut line interceptor sewer". The Town anticipates that within 2-3 years the peanut line interceptor sewer will be expanded to provide adequate capacity for this project, consistent with the goals established in 7.2B, 7-3 of Town's Comprehensive Plan for infrastructure. Any development plans and approvals for construction will not be approved by the Town of Amherst until adequate sanitary sewer service is available for the project.
4. The project is not within an area identified by the State as potentially containing significant cultural or archeological resources, nor will it impair the character or quality of important historical resources.

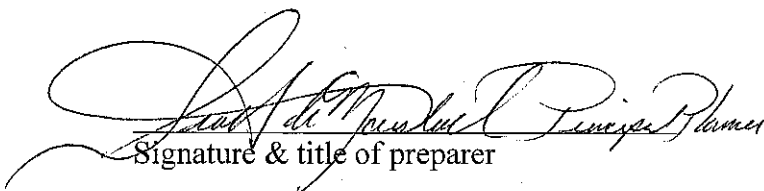
5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The subject request is for rezoning from SA and MS to CTR-2.5, MFR-5 and R-3. Neighboring uses are residential and commercial and zoned SA, R-3 and General Business District (GB); therefore, the project is consistent with surrounding land use.
6. The proposed rezoning to CTR-2.5, MFR-5 and R-3 for the proposed four mixed-use buildings which would include 23,400± sq. ft. of commercial space, 54 single family lots and 7 townhouse buildings will not cause a major change in the use of either the quantity or type of energy.
7. The rezoning to CTR-2.5, MFR-5 and R-3 for the proposed four mixed-use buildings fronting on Transit Road which would include 23,400± sq. ft. of commercial space, 54 single family lots and 7 townhouse buildings will not create any hazard to human health.
8. The rezoning to CTR-2.5, MFR-5 and R-3 may cause a substantial change in the use, or intensity of use, of land particularly agricultural, land which is being actively used. However, the proposed four mixed-use buildings which would include 23,400± sq. ft. of commercial space, 54 single family lots and 7 townhouse buildings will be consistent with the scale of surrounding land uses.
9. The rezoning to CTR-2.5, MFR-5 and R-3 for the proposed four mixed-use buildings which would include 23,400± sq. ft. of commercial space, 54 single family lots and 7 townhouse buildings will increase the number of people using the site over its previous level of use. A designated public resource in the form of a designated agricultural district is on the project site in accordance with NYS Agriculture and Markets Law, Article 25-AA, Sections 303 and 304. The subject site will continue to be in a designated agricultural district until April of 2023, at which time the land owners may petition Erie County for its removal. Current agricultural use of the site is limited to hay crops. Any plans for development of the site will not be approved by the Town of Amherst until such time that the site is removed from the agriculture protection district.
10. At their meeting of March 3, 2021 and subject review dated March 5, 2021 the Town Traffic/Safety Board reviewed the application and EAF and Traffic Impact Study received on February 10, 2021 and had no objection to and recommends that the internal street network be designed to calm and discourage cut-through traffic between Transit Road and Smith Road. The New York State Department of Transportation on May 24, 2019 commented that the proposed uses shown on the Concept Plan, with additional traffic generated by the proposed development may have a significant impact on traffic on the State Highway System, requiring a Traffic Impact Study to be prepared. Additionally, NYSDOT will allow only one curb cut/roadway to service this site along Transit Road and it should be located opposite Lapp Road. All indications are that through any mitigation required by the traffic study or implementation of NYSDOT requirements that significant negative traffic impacts are not expected to result from the proposed project. The subject project offers an opportunity to improve pedestrian/vehicular connectivity in the local road system, while discouraging cut through traffic by non-local users.

Negative Declaration, Z-2019-06

December 20, 2021

Page 4

11. Coordinated reviews of the project have been undertaken by Town Departments including Building on May 18, 2021, Engineering on April 20, 2021, Traffic/Safety Board on May 12, 2021, Assessor on April 5, 2021, Fire Chiefs' Council on April 7-2021, and Right-of-Way Agent on April 2, 2021 along with outside agencies including Erie County Department of Environment & Planning on May 24, 2019, and New York State Department of Transportation on May 24, 2021. These reviews have not identified any significant environmental issues and indicate that the rezoning request 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      1/3/2022  
date

  
Brian J. Kulpa, Supervisor      1/5/2022  
date

BK/SM/ac

X:\Current\_Planning\Files\Rezoning\2019\Z-2019-06\_(10060\_&\_10090\_Transit\_Rd)\_2019\Z-2019-06\_Draft Neg Dec amended\_112221.docx

cc: Amherst Town Clerk  
Amherst Building Department  
ECDEP  
NYSDEC  
NYSDOT  
Forbes Capretto Homes, 470 Cayuga Rd., Cheektowaga, NY 14225  
Jeffrey Palumbo, Esq, Barclay Damon, LLP, 9276 Main St., Ste. 3, Clarence, NY 14031

Attachment: Z-2019-06\_SEQR\_Neg\_Declaration\_signed\_122021 (RES-2022-110 : Local Law to Amend the Zoning Map - 10060 & 10090 Transi



## Amherst Town Board

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Planning Board  
 Initiated by: **Gary Palumbo**  
 Co-Sponsored by:

DOC ID: 25276

### RESOLUTION 2022-111

**WITHDRAWN**

## Adoption of Local Law to Amend the Zoning Map (1789 Dodge Road, Z-2020-15)

### DRAFT RESOLUTION

January 18, 2022

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 does not concur with the findings of the Planning Board as stated in their resolution of September 23, 2021 that the proposed Single Family Residential District Three (R-3) zoning at 1789 Dodge Road is generally inconsistent with the policies of the adopted Bicentennial Comprehensive Plan, and is not compatible with the present zoning and conforming use of nearby property and with the character of the neighborhood, and be it further

RESOLVED, that the Town Board does find that the proposed Residential District Three (R-3) zoning at 1789 Dodge Road is consistent with the adopted Bicentennial Comprehensive Plan because the proposal provides single-family residential density within the target range (2-4 units/acre) as established by Section 3.3.1 of the Bicentennial Comprehensive Plan for single family residential uses and further depicted by Figure 6 of the Plan and is consistent in character with the other single-family subdivisions in the vicinity, which is predominantly single family homes, and be it further

RESOLVED, that the Town Board does find that the proposal is consistent with the adopted Bicentennial Comprehensive Plan because the proposal will incorporate design changes that reflect a mutually beneficial transition between the R-3 zoning to the surrounding S-A zoning by utilizing perimeter open spaces, a 75-foot natural buffer / no build area along the Dodge Road frontage, and be it further

RESOLVED, that in accordance with Chapter 203, Section 8-3-6 of the Town Code (Zoning), the Town Board adopts Local Law (# ) to amend the Town Zoning map from Suburban Agriculture (SA) to Residential District Three (R-3) subject to the following conditions:

1. That future development of the site shall be limited to single family detached residential uses with a maximum yield of fifteen (15) homes.
2. That any future development of a principal or accessory structure or uses in the 2.7 acres of Permanent Open Space shall be prohibited. The only proposed development of the portion of the Permanent Open Space is limited to required stormwater management system improvements and utility infrastructure.
3. That a protective covenant/conservation easement shall be placed on all

- proposed open space and confirm total acreage to be under the control of a home owners association.
4. That the final plat design shall include a right-of-way access to a potential future Youngs Road extension.
  5. That the landscaping and screening to be provided in the Permanent Open Space along the Dodge Road frontage of the project site shall require the approval of the Planning Board at the Preliminary Plat Application stage of the subdivision review process.

**1/18/2022**

A motion to withdraw was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

|                                 |
|---------------------------------|
| <b>RESULT:        WITHDRAWN</b> |
|---------------------------------|



**D R A F T (January 18, 2022)****SEQR****NEGATIVE DECLARATION****NOTICE OF DETERMINATION OF NON-SIGNIFICANCE**

---

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

**Project:** Z-2020-15

**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 6.7± acres of land from SA to R-3 to allow for a proposed 16-lot residential subdivision that will consist of 15 detached single-family home lots and a stormwater management lot located in the eastern most portion of the property. A public roadway ending in a hammer-head turnaround and a single curb cut onto Dodge Road are proposed. Seventy-five feet of frontage along Dodge Road is proposed to remain as greenspace with the exception of the access roadway. Approximately 2.7± acres of the 6.7± acre site will remain as permanent open space along the north, south, eastern and western boundaries of the parcel.

**Location:** 1789 Dodge Road, Town of Amherst, Erie County, New York

**Petitioner:** Joe Rubino

Draft Negative Declaration, Z-2020-15  
date  
Page 2

### **Reasons Supporting This Determination**

Based on information submitted by the applicant, including a Full Environmental Assessment Form (EAF) - Part 1 and Part 2, 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 6.7± acres of land from Suburban Agriculture (SA) to Residential District Three (R-3) for a proposed 16-lot residential subdivision (for 15 detached single-family homes) and related site improvements 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 August 24, 2021 reviewed the application and EAF submitted on August 16, 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. Permanent open space buffers, including 75 feet along Dodge Road will preserve and enhance natural vegetation. A Landscape Plan shall be required of the applicant upon submittal of a subdivision application for development of the site at which stage all landscape requirements of the Zoning Ordinance will be met. This determination is also based on review of the NYSDEC Environmental Resource Mapper, which shows the site does not contain any significant natural communities, or habitat for rare, threatened or endangered plants or animal species<sup>1</sup>.
3. The project is not expected to create any material conflict with the Town of Amherst Bicentennial Comprehensive Plan. The project will comply with all regulations of the Town Zoning Ordinance before the final subdivision plat is approved. The Town Building Department on August 26, 2021 reviewed the application and EAF submitted on August 16, 2021, and has no objection or comments on the proposed rezoning. As described in the Bicentennial Comprehensive Plan, the new development is generally consistent with section 3.3.1 of the Bicentennial Comprehensive Plan for Residential Uses, and in character with the surrounding single-family residential areas.
4. The project is not within an area identified by the State as potentially containing significant cultural or archeological resources, nor will it impair the character or quality of important historical resources.

<sup>1</sup> <https://gisservices.dec.ny.gov/gis/erm/>, last accessed January 10, 2022

Draft Negative Declaration, Z-2020-15  
date  
Page 3

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character because the proximate land uses within an approximately ¼ mile radius are also single-family detached homes located in the S-A District, R-3 District and CR-3A District; therefore, the project is compatible with surrounding land use.
6. The proposed rezoning to Residential District Three (R-3) for a proposed 16-lot residential subdivision will result in an increase in the use and type of energy. However, the required utilities will be in place to adequately handle the anticipated increase. In addition, development of new single-family dwellings, under either the existing or proposed zoning districts are required to meet the NYS Energy Code for new construction. Therefore, the proposed R-3 rezoning will not cause a significant adverse change in the use of either the quantity or type of energy.
7. A search of NYSDEC data bases (Spill Incidents Database, Remedial Site Database, Bulk Storage Database) did not result in evidence of any known contamination concerns, the rezoning to Residential District Three (R-3) for the proposed 16-lot residential subdivision will not create any hazard to human health.
8. The rezoning from S-A to Residential District Three (R-3) will increase the intensity of use from one single-family dwelling to a total of 15 dwellings. The proposed residential subdivision will be consistent with the scale of surrounding land uses and approximately 1.5 acres of the 6.7-acre site will remain as permanent open space. In addition, there will be no change to existing agricultural, public-open space or recreational resources, as the current land use is not agricultural, or publically-owned open space, or publically-owned recreation resources.
9. The rezoning to Residential District Three (R-3) for the proposed 16-lot residential subdivision will increase the number of people using the site over its previous level of use. However, based on inter-departmental reviews, the existing water, sewer, storm water and street infrastructure have or will have sufficient capacity to serve the proposed 15 single-family dwellings to adequately handle the anticipated increase without significant adverse impact to those existing systems.
10. The rezoning of the subject site will allow for the construction of approximately 15 single-family dwellings, contrasted with 4-6 single-family dwellings that could be allowed under the current S-A zoning designation.

Draft Negative Declaration, Z-2020-15  
 date  
 Page 4

Dodge Road is a County collector roadway as stated in the Town's Bicentennial Comprehensive Plan. The Town Traffic Safety Board on September 7, 2021 reviewed the application and EAF submitted on August 16, 2021, and concluded 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 August 26, 2021, Engineering on August 24, 2021, Highway on May 11, 2021, Traffic/Safety Board on September 7, 2021, Assessor on August 19, 2021, Fire Chiefs' Council on September 10, 2021, and Right-of-Way Agent on August 19, 2021 along with outside agencies including Erie County Department of Environment & Planning on September 23, 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

GP/ac

X:\Current\_Planning\Files\Rezoning\2020\Z-2020-15\_(1789\_Dodge\_Rd)\_2020\Z-2020-15\_draft Neg Dec\_011822.docx

cc: Amherst Town Clerk  
 Amherst Building Department  
 ECDEP  
 NYSDEC  
 NYSDOT (if on state hwy.)  
 Sean Hopkins, Esq., Hopkins Sorgi & McCarthy, 5500 Main St., Ste. 343, Williamsville, NY 14221  
 Joe Rubino, Hopkins Sorgi & McCarthy, PLLC, 5500 Main St., Ste. 343, Williamsville, NY 14221  
 Christopher Wood, P.E., Carmina Wood Morris, DPC, 487 Main St., Suite 600, Buffalo, NY 14202  
 Robert C. Walter, 2765 Dodge Rd., E. Amherst, NY 14051

Attachment: Z-2020-15\_draft Neg Dec\_011822 (RES-2022-111 : Local Law to Amend the Zoning Map - 1789 Dodge Road)

## LOCAL LAW NO. \_\_\_\_\_-201\_\_

TOWN OF AMHERST  
COUNTY OF ERIE, STATE OF NEW YORKA LOCAL LAW AMENDING CHAPTER 203 OF THE TOWN OF AMHERST CODE,  
KNOWN AS THE ZONING ORDINANCE TO REZONE 1789 DODGE ROAD FROM  
S-A TO R-3 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 1789 Dodge Road from S-A to R-3 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 1789 Dodge Road from S-A to R-4 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 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 S-A to R-3, the zoning of 1789 Dodge Road, **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, being part of Lot No: 52, Township 12, Range 7 of the Holland Land Company's Survey, described as follows:

Beginning at a point in the northerly line of the lands conveyed to Eli J. and Doris A. Bongiovanni recorded in Erie County Clerk's Office in Liber 7853 of Deeds at page 327 distant two hundred eighty and twenty-three hundredths (280.23) feet westerly from the easterly line of Lot 52; thence S 89° 52' 30" W along the northerly line of the said Bongiovanni a distance of eight hundred seven and thirty-five hundredths (807.35) feet to the centerline of Dodge Road; thence S 33° 53' 27" VV along the centerline of Dodge Road a distance of four hundred six and twenty hundredths (406.20) feet to the southwesterly corner of the said Bongiovanni; thence N 89° 30' 52" E along the southerly line of the said Bongiovanni a distance of eight hundred fifty-seven and forty-eight hundredths (857.48) feet, said point being in the approximately centerline of Town



of Amherst Ditch 26B; thence along the approximate centerline of Ditch 26B.the following courses and distances: 1) N 43° 02' 20" East distance of eighty-three and five tenths (83.5) feet, 2) N 60° 40' 20" East a distance of one hundred twenty-five and seventy-three hundredths (125.73) feet, N 02° 43' 40" East a distance of two hundred five and eighty hundredths (205.80) feet to the point 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**

### **EXHIBIT 3 OF REZONING APPLICATION**

#### **LEGAL DESCRIPTION OF PROPERTY TO BE REZONED FROM SUBURBAN AGRICULTURE DISTRICT ("SA") TO RESIDENTIAL DISTRICT THREE ("R-3")**

All that tract or parcel of land, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No: 52, Township 12, Range 7 of the Holland Land Company's Survey, described as follows:

Beginning at a point in the northerly line of the lands conveyed to Eli J. and Doris A. Bongiovanni recorded in Erie County Clerk's Office in Liber 7853 of Deeds at page 327 distant two hundred eighty and twenty-three hundredths (280.23) feet westerly from the easterly line of Lot 52; thence S 89° 52' 30" W along the northerly line of the said Bongiovanni a distance of eight hundred seven and thirty-five hundredths (807.35) feet to the centerline of Dodge Road; thence S 33° 53' 27" VV along the centerline of Dodge Road a distance of four hundred six and twenty hundredths (406.20) feet to the southwesterly corner of the said Bongiovanni; thence N 89° 30' 52" E along the southerly line of the said Bongiovanni a distance of eight hundred fifty-seven and forty-eight hundredths (857.48) feet, said point being in the approximately centerline of Town of Amherst Ditch 26B; thence along the approximate centerline of Ditch 26B the following courses and distances: 1) N 43° 02' 20" East distance of eighty-three and five tenths (83.5) feet, 2) N 60° 40' 20" East a distance of one hundred twenty-five and seventy-three hundredths (125.73) feet, N 02° 43' 40" East a distance of two hundred five and eighty hundredths (205.80) feet to the point of beginning.

Attachment: Z-2020-15 - legal description (RES-2022-111 : Local Law to Amend the Zoning Map - 1789 Dodge Road)


**Amherst Town Board**

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Planning  
 Initiated by: **Dan Howard**  
 Co-Sponsored by:

DOC ID: 25275

**RESOLUTION 2022-112**
**ADOPTED**

## To Authorize the Town Supervisor to Extend the Contract with Marissa Colucci & Sara Svisco for Graphic Design Work on the Recovery Plan Contract #3120

**WHEREAS,** Marissa Colucci & Sara Svisco and the Town had a contract dated July 26, 2021 to use Planning Department funds to complete graphic design work on the Recovery Plan, and

**WHEREAS,** the current contract agreed to on July 26, 2021 authorized use of funds totaling \$7,200 to be expended by December 31, 2021, and

**WHEREAS,** work under this contract remains to be completed,

**NOW THEREFORE, BE IT RESOLVED,** that the Town Board of the Town of Amherst hereby authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to extend the Graphic Design agreement with Colucci and Svisco until February 28, 2022.

**1/18/2022**

Consent

**FINANCIAL IMPACT:**

Adoption of the proposed resolution involves services that are funded under the Town's Planning Department's 2021 budget. \$7,200 from account #A-8020-4090.

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |



Town of Amherst Planning Department

Erie County, New York



Brian J. Kulpa, Sup  
Daniel C. Howard, ,  
Planning Directo  
Daniel J. Ulatowski,  
Assistant Planning D

January 7, 2022

### Agenda of January 18, 2022

Honorable Town Board  
Town of Amherst  
5583 Main Street  
Williamsville, New York 14221

Subject: Contract Extension for Graphic Design Services for the Recovery Plan

Honorable Board Members:

As part of the Recovery Plan development, the Planning Department needed to bring on professional graphic designers to convert the content of the Recovery Plan into a report that is concise and communicated well to Amherst citizens.

On July 26 2021, a contract was approved between the Town of Amherst, Sara Svisco and Marissa Colucci, which included the development of a readable brochure for the public, posters and presentation materials that will not exceed \$7,200.

The contract expired on December 31, 2021 with the work partially completed. The Planning Department would like to extend the contract until February 28, 2022.

Attached for your consideration is a resolution authorizing the Town Supervisor to extend the contract for graphic design services until February 28, 2022.

Very truly yours,

Daniel C. Howard, AICP  
Planning Director

Att.

X:\Community Development\New Structure\CONTRACTS and SUBRECIPIENTS\Graphics - Recovery Plan\Recovery Plan  
Extension\_TB\_letter\_1.18.22.docx

Attachment: Recovery Plan Extension\_TB\_letter\_1.18.22\_Signed (RES-2022-112 : Contract Extension with Marissa Colucci & Sara Svisco for

## AGREEMENT

THIS AGREEMENT, entered into and made effective the 26<sup>TH</sup> day of JULY, 2021 by and between the **TOWN OF AMHERST**, a municipal corporation of the State of New York and, having its principal offices located at 5583 Main Street, Amherst, New York 14221 (hereinafter the "Town") and **Sara Svisco** and **Marissa Colucci**, (hereinafter "Contractor")

WITNESSETH:

WHEREAS, the Town of Amherst is developing a Recovery Plan in order to guide recovery efforts in the aftermath of the COVID-19 pandemic; and

WHEREAS, the Town requires graphic design services for the final report of the Recovery Plan into a format that can effectively convey the plan to citizens and stakeholders; and

WHEREAS, the Town requested a quote for graphic design services associated with such planning reports (the "Project"); and

WHEREAS, the parties hereto are desirous of entering into an agreement for the provision of such services;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

### EXHIBITS INCORPORATED

The following exhibits are attached to this Agreement and made a part hereof.

- c. Exhibit "A" - Addendum to Contract
- d. Exhibit "B" - Iran Divestment

### SCOPE OF SERVICES

Contractor shall provide the following services as requested by the Town:

- Design, organization and illustration of the Advance Amherst Recovery Plan. The plan is composed of 6 components, which are to be translated to a readable brochure for the public, presentation for use by the Town Supervisor, and a series of posters to be displayed for public use.
- The scope primarily consists of the graphic design of individual pages as well as the overall layout of the Plan as a whole and the translation of verbal instruction into graphical representations.

|                                                                       |                  |
|-----------------------------------------------------------------------|------------------|
| Component 1:                                                          | 40 hours         |
| Component 2-6:                                                        | 180 hours        |
| Executive Summary & Appendices:                                       | 10 hours         |
| Overhead (communications, revisions, translation of graphic formats): | 10 hours         |
| <b>Total:</b>                                                         | <b>240 hours</b> |



- The Project shall be delivered to the Town electronically in PDF and original file formats, printer-ready.
- Scope of services does not include printing costs, which will be handled separately by the Town.

## REMUNERATION

1. Contractor labor shall be charged at rate of \$30/hour; not to exceed 240 hours (\$7,200) for entirety of the Project.
2. All Project work will conducted be remotely, off-site from Town offices.
3. Printing costs are not included as part of this Project.
4. Requisitions for payment shall be presented to the Town by Contractor in a standard invoice format and shall include a reasonable description of labor charges. Payment shall be made by the Town within thirty (30) days of receipt of such requisition.

Payment for the period covering the effective date of this agreement through December 31, 2021 shall be submitted no later than January 10, 2022 to be consistent with the Town's fiscal year.

5. The total remuneration due Contractor under this Agreement shall not exceed the sum of seven thousand two hundred dollars (\$7,200.00).

## MISCELLANEOUS

1. Contractor agrees that none of its officers or employees will hold themselves out as, or claim to be, an officer or employee of the Town or its agents, and that neither Contractor, nor any of its officers or employees will by reason therefore, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Town.
2. Contractor acknowledges and agrees that neither Contractor nor its agents, officers, or employees shall be covered by any Worker's Compensation Insurance policy or Disability Insurance policy maintained by the Town, and that Contractor shall be solely responsible for maintaining such coverage to the extent required by law.
3. This Agreement may be amended or otherwise modified only upon the written agreement of the parties.

## TERM OF AGREEMENT

1. This Agreement shall become effective as of the date first above written.
2. This Agreement may be terminated by the Town at any time without cause to be effected by written notification. Upon such termination, the Contractor shall be entitled to receive compensation consistent with the terms of this Agreement for services provided through the date of termination and shall immediately provide to the Town all notes, reviews,

analyses, spreadsheets, and other materials, whether complete or incomplete, resulting from its services provided under this Agreement.

3. This Agreement shall terminate no later than December 31, 2021.

AGREED TO:

**TOWN OF AMHERST**

By: Brian J. Kulpa

Brian J. Kulpa, Supervisor

**Sara Svisco**

By: \_\_\_\_\_

**Marissa Colucci COLUCCI**

By: Marissa

**ACKNOWLEDGMENT**

STATE OF NEW YORK)  
COUNTY OF ERIE ) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she resides in Buffalo, New York that he/she executed the within instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK)  
COUNTY OF ERIE ) ss:

On this 21 day of July, 2021, before me personally Marissa Colucci, to me known, who, being by me duly sworn, did depose and say that he/she resides in Buffalo, New York that he/she executed the within instrument.

Patricia Miller  
Notary Public

PATRICIA MILLER  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01MI4850389  
Qualified in Erie County  
Commission Expires Jan. 13, 2022

**MUNICIPAL ACKNOWLEDGMENT**

STATE OF NEW YORK)  
COUNTY OF ERIE ) ss:

On this 5<sup>th</sup> day of August, 2021, before me personally came Brian J. Kulpa, to me known, who, being by me duly sworn, did depose and say that he resides in Amherst, New York that he/she is the Town Supervisor for the Town of Amherst, the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board; that he/she signed his/her name thereto by like order.

Mary Karen Halton  
Notary Public

**MARY KAREN HALTON**  
Notary Public, State of New York  
Registration No. 01HA4743572  
Qualified in Erie County  
My Commission Expires: April 30, 2023

AGREED TO:

TOWN OF AMHERST

By: [Signature] 8/5/21  
 Brian J. Kulpa, Supervisor

Sara Svisco

By: [Signature]

Marissa Collucci

By: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF ~~NEW YORK~~ <sup>PA</sup> Philadelphia  
 COUNTY OF ~~ERIE~~ ) ss:

On this 20 day of JULY, 2021, before me personally came Sara Svisco, to me known, who, being by me duly sworn, did depose ~~and say that he/she resides in Buffalo, New York~~ that he/she executed the within instrument.

[Signature]  
 Notary Public

Commonwealth of Pennsylvania - Notary Seal  
 Daniel J. Streckewald, Notary Public  
 Philadelphia County  
 My commission expires June 4, 2025  
 Commission number 1249946  
 Member, Pennsylvania Association of Notaries

STATE OF NEW YORK)  
 COUNTY OF ERIE ) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she resides in Buffalo, New York that he/she executed the within instrument.

\_\_\_\_\_  
 Notary Public

MUNICIPAL ACKNOWLEDGMENT

STATE OF NEW YORK)  
 COUNTY OF ERIE ) ss:

On this 5<sup>th</sup> day of August, 2021, before me personally came Brian J. Kulpa, to me known, who, being by me duly sworn, did depose and say that he resides in Amherst, New York that he/she is the Town Supervisor for the Town of Amherst, the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board; that he/she signed his/her name thereto by like order.

[Signature]  
 Notary Public

MARY KAREN HALTON  
 Notary Public, State of New York  
 Registration No. 01HA4743572  
 Qualified in Erie County  
 My Commission Expires: April 30, 2023

**EXHIBIT A**  
**Addendum to Contract**

Attachment: Executed\_contract\_8.12.21 (RES-2022-112 : Contract Extension with Marissa Colucci & Sara Svisco for Graphic Design Work)



### **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.

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:**

N/A  
Print Name of Company

By:

Signature

SARA SVISLO

Printed name

Date: JULY 20, 2021

**Agreed to and Accepted by:**

**Town of Amherst**

By:

Brian J. Kulpa, Supervisor

Date:

8/5/21

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.

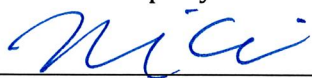
8. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

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:**

N/A

Print Name of Company

By:   
Signature

MARISSA COLUCCI  
Printed name

Date: 7/21/2021

**Agreed to and Accepted by:**

**Town of Amherst**

By:   
Brian J. Kulpa, Supervisor

Date: 8/5/21

**EXHIBIT B**  
**Iran Divestment**

Attachment: Executed\_contract\_8.12.21 (RES-2022-112 : Contract Extension with Marissa Colucci & Sara Svisco for Graphic Design Work)



**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: N/A  
 Signature: *Marissa Colucci*  
 Print Name: MARISSA COLUCCI  
 Title: CONTRACTOR  
 Date: 7/21/2021

Sworn To Before Me This

21 Day of July, 2021  
*Patricia Miller*  
 Notary Public

PATRICIA MILLER  
 NOTARY PUBLIC, STATE OF NEW YORK  
 Registration No. 01MI4850389  
 Qualified in Erie County  
 Commission Expires Jan. 13, 2022

Revised 4.2017



**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.

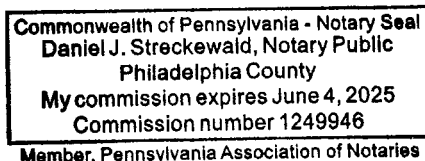
Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited 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 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: N/A  
 Signature: [Signature]  
 Print Name: SARA SVISCO  
 Title: CONTRACTOR  
 Date: JULY 20, 2021

Commonwealth of PA  
 County of Philadelphia



Sworn To Before Me This

20 Day of JULY, 2021

[Signature]  
 Notary Public

## CONTRACT EXTENSION FOR GRAPHIC DESIGN SERVICES

THIS AGREEMENT, entered into and made effective the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the **TOWN OF AMHERST**, a municipal corporation of the State of New York and, having its principal offices located at 5583 Main Street, Amherst, New York 14221 (hereinafter the "Town") and **Sara Svisco** and **Marissa Colucci**, (hereinafter "Contractor")

### WITNESSETH:

WHEREAS, the Town of Amherst is developing a Recovery Plan in order to guide recovery efforts in the aftermath of the COVID-19 pandemic; and

WHEREAS, the Town requires graphic design services for the final report of the Recovery Plan into a format that can effectively convey the plan to citizens and stakeholders; and

WHEREAS, the Town awarded a contract for graphic design of the Recovery Plan to Sara Svisco & Marissa Colucci on July 26, 2021 to terminate on December 31, 2021; and

WHEREAS, the work has not been completed as of December 31, 2021; and

WHEREAS, the Town Supervisor, by requested action of the Town Board of the Town of Amherst, on January 18, 2022 will be authorized to execute an extension of the agreement until February 28, 2022, and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

### SCOPE OF SERVICES

The Consultants shall provide the same service as proposed and agreed upon in the original contract, not to exceed a total of \$7,200.00:

### TERMS OF AGREEMENT

1. This Agreement shall become effective as of the date first above written.
2. This Agreement may be terminated by the Town at any time without cause to be effected by written notification. Upon such termination, the Contractor shall be entitled to receive compensation consistent with the terms of this Agreement for services provided through the date of termination and shall immediately provide to the Town all notes, reviews, analyses, spreadsheets, and other materials, whether complete or incomplete, resulting from its services provided under this Agreement.
3. This Agreement shall terminate no later than February 28, 2022.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first written above.

TOWN OF AMHERST

By: \_\_\_\_\_  
Brian J. Kulpa, Supervisor

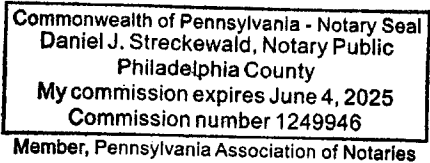
Sara Svisco  
By: \_\_\_\_\_

Marissa Colucci  
By: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF PENNSLYVANIA)  
COUNTY OF PHILADELPHIA ) ss:

On this 3 day of JANUARY, in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared Sara Svisco, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT

STATE OF NEW YORK)  
COUNTY OF ERIE ) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared Marissa Colucci, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

## CONTRACT EXTENSION FOR GRAPHIC DESIGN SERVICES

### MUNICIPAL ACKNOWLEDGMENT

STATE OF NEW YORK)  
COUNTY OF ERIE ) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me personally came **Brian J. Kulpa**, to me known, who, being by me duly sworn, did depose and say that he resides in Amherst, New York that he/she is the Town Supervisor for the Town of Amherst, the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board; that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

### **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.



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.

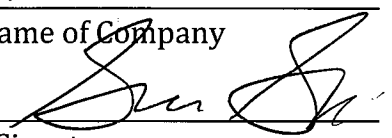
Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other 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:**

N/A  
 Print Name of Company  
 By:   
 Signature

SARA SVISCO  
 Printed name

Date: JANUARY 3, 2022

**Agreed to and Accepted by:**

**Town of Amherst**

By: \_\_\_\_\_  
 Brian J. Kulpa, Supervisor

Date: \_\_\_\_\_

Commonwealth of PA  
County of Philadelphia

## IRAN DIVESTMENT ACT CERTIFICATION

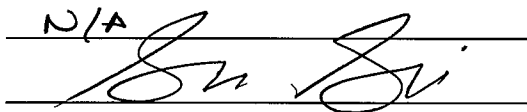
As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities 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.

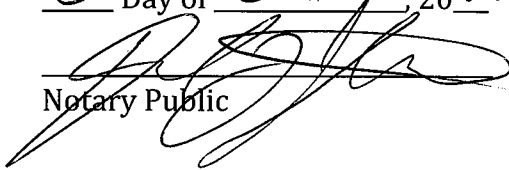
During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment 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: N/A  
Signature:   
Print Name: SARA SVISCO  
Title: CONTRACTOR  
Date: JANUARY 3, 2022

Sworn To Before Me This

3 Day of JAN, 2022

  
Notary Public

Commonwealth of Pennsylvania - Notary Seal  
Daniel J. Streckewald, Notary Public  
Philadelphia County  
My commission expires June 4, 2025  
Commission number 1249946

Member, Pennsylvania Association of Notaries

Revised 4.2017

Packet Pg. 785

Attachment: Revised\_extension1 (RES-2022-112 : Contract Extension with Marissa Colucci & Sara Svisco for Graphic Design Work)

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.

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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:

N/A

Print Name of Company

By:

AC

Signature

Marissa Colucci

Printed name

Date:

01/09/2022

Agreed to and Accepted by:

Town of Amherst

By:

Brian J. Kulpa, Supervisor

Date:

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first written above.

TOWN OF AMHERST

By: \_\_\_\_\_  
Brian J. Kulpa, Supervisor

Sara Svisco

By: \_\_\_\_\_

Marissa Colucci .

By: Marissa Colucci

ACKNOWLEDGMENT

STATE OF PENNSLYVANIA)  
COUNTY OF PHILADELPHIA ) ss:

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared Sara Svisco, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

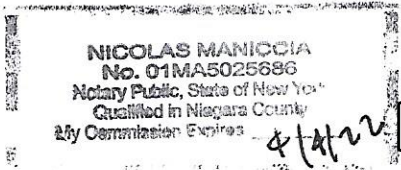
\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT

STATE OF NEW YORK)  
COUNTY OF ERIE ) ss:

On this 8 day of January, in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared Marissa Colucci, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Nicolas Maniccia  
\_\_\_\_\_  
Notary Public





### IRAN DIVESTMENT ACT CERTIFICATION

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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.

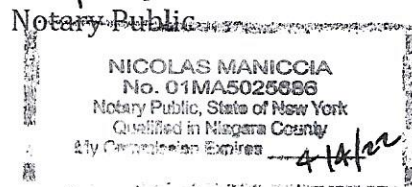
The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: W/A  
 Signature: *MC*  
 Print Name: Marissa Colucci  
 Title: Contractor  
 Date: 01/08/2022

Sworn To Before Me This

8 Day of January, 2022

*Nicolas Maniccia*



Revised 4.2017





# Amherst Town Board

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Police  
 Initiated by: **Scott Chamberlin**  
 Co-Sponsored by:

DOC ID: 25261

## RESOLUTION 2022-113

**ADOPTED**

# Travel Request Distributech International 2022

## TOWN BOARD AGENDA ITEM: JANUARY 18, 2022

**TO:** Town Board

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

**RE:** Travel Request  
 Distributech International 2022

Kindly adopt a resolution authorizing One (1) Police Officer to attend the 2022 Distributech International Conference in Dallas, Texas. Tentative travel dates are January 25, 2022 thru January 27, 2022. All travel costs will be provided by Viridi Parente.

Thank you.

SPC:msl

C: Tim Koller, Deputy Town Clerk (**Agenda Item: January 18, 2022**)

### 1/18/2022

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](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Senior Services  
 Initiated by: **Melissa Abel**  
 Co-Sponsored by:

DOC ID: 25268

**RESOLUTION 2022-114**
**ADOPTED**

## Request to Spend \$5,000 in Trust & Agency Funds - Account #T2100

We respectfully request approval to spend up to a total of \$5,000 in Trust and Agency Funds, Account #T2100. These funds were donated to the Senior Center to be used for volunteer and program supplies, flowers, cards for members who are ill, decorations, caregiver support materials, special events, etc., to benefit the Senior Center.

**1/18/2022**

Consent

**FINANCIAL IMPACT:**

\$5,000 in Trust & Agency Funds, Account # T2100.

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |



## Amherst Center for Senior Services

370 John James Audubon Pkwy • Amherst, New York • 14228  
Phone (716) 636-3050 Fax (716) 636-3060

### MEMORANDUM

#### Town Board Agenda Item for Tuesday, January 18, 2022

TO : The Honorable Amherst Town Board  
Brian Kulpa, Town Supervisor  
Councilmembers:  
Jacqualine Berger, Deputy Supervisor  
Deborah Bruch Bucki, R.N., Ph.D  
Shawn Lavin  
Michael Szukala

FROM : Melissa Abel, Director, Amherst Senior Services

SUBJECT : Request to Use Trust and Agency Funds- Account : T2100

DATE : January 5, 2022

I am requesting approval to spend up to a total of \$5,000 in Trust and Agency Funds, Account T2100. These funds were donated to the Senior Center to be used for volunteer and program supplies, flowers, cards for members who are ill, decorations, caregiver support materials, special events, etc., to benefit the Senior Center/

Please contact me directly should you have any questions or concerns.

Thank you.

Melissa Abel

Cc: Daryl Bramer, Comptroller, Town of Amherst  
Chris Papst, Finance Area, Amherst Senior Services

**BRIAN J. KULPA**  
Supervisor, Town of Amherst

**MELISSA ABEL**  
Director, Senior Services




**Amherst Town Board**

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Youth & Recreation  
 Initiated by: **Mary Diana Pouli**  
 Co-Sponsored by:

DOC ID: 25248

**RESOLUTION 2022-115**
**ADOPTED**

## Youth Leadership Development Program CRS #3092

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and the Amherst Youth Foundation, Inc. for the operation of a Youth Development Service Project for 2022.

**1/18/2022**

Consent

**FINANCIAL IMPACT:**

A 7145.4110; \$60,690.00

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

*TOWN OF AMHERST YOUTH & RECREATION DEPARTMENT*

**AGREEMENT** dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Town of Amherst, New York, a municipal corporation with offices in Amherst, New York, and the *Amherst Youth Foundation, Inc.* with offices at 5005 Sheridan Drive, Williamsville, NY 14221.

*WITNESSETH*

**WHEREAS**, the *Amherst Youth Foundation, Inc.* presently conducts Youth Services and

**WHEREAS**, the *Amherst Youth Foundation, Inc.* in cooperation with the Town of Amherst Youth & Recreation Department is desirous of operating a Youth Developmental Youth Service Project, and

**WHEREAS**, the town is a municipality eligible to receive reimbursement from the State of New York for sponsoring a Youth Service Project.

**NOW, THEREFORE**, it is mutually understood and agreed as follows:

1. The Town will sponsor a Youth Service Project and pay to the *Amherst Youth Foundation, Inc.* a sum not to exceed \$60,690.00 annually for the operation of a Youth Developmental Youth Service Project and its facilities.
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 State Aid and reimbursement as sponsor of the project.



3. The *Amherst Youth Foundation, Inc.* agrees to operate a Youth Developmental Youth Service Project from *1 January 2022* to *31 December 2022* at the *Amherst Youth Foundation, Inc.* facilities, Amherst, New York.
4. The *Amherst Youth Foundation, Inc.* agrees to carry out the terms of this agreement in accordance with rules and regulations of the New York State Office of Children and Family Services and the Division for Youth Act, and that the project will be operated in compliance with all the laws of and the constitution of the State of New York.
5. The *Amherst Youth Foundation, Inc.* agrees to hire as its own employees any personnel required in conjunction with the operation of the Youth Developmental Youth Service 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 *Amherst Youth Foundation, Inc.*, this agreement shall constitute the full and complete obligation of the parties thereto.
8. This agreement is contingent upon review and approval by the New York State Office of Children and Families of the Annual Project Application as amended thereto.
9. The Office of Children and Families and the Town of Amherst may specifically request return of any equipment purchased pursuant to this Agreement. At the

direction of the Office of Children and Family Services and the Town of Amherst, Contractor may retain custody of such equipment, provided it is continued to be used to benefit youth service programs.

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

by

\_\_\_\_\_  
Supervisor

AMHERST YOUTH FOUNDATION, INC.

by

\_\_\_\_\_  
*John E. Clulley*

\_\_\_\_\_  
*President*  
Title

**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: AMHERST YOUTH FOUNDATION  
 Signature: John E. Churny III  
 Print Name: JOHN E CHURNY III  
 Title: President  
 Date: 12/16 /2021

Sworn To Before Me This

16<sup>th</sup> Day of December, 2021  
Patrice K Fischer  
 Notary Public



PATRICE K. FISCHER  
 No. 01SM6164366  
 Notary Public, State of New York  
 Qualified in Erie County  
 My Commission Expires 04/16/ 2023

Revised 4.2017


**Amherst Town Board**

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Youth & Recreation  
 Initiated by: **Mary Diana Pouli**  
 Co-Sponsored by:

DOC ID: 25249

**RESOLUTION 2022-116**
**ADOPTED**
**2022 Youth Agreement - CRS #3085**

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the Erie County Department of Social Services for funding of a Youth Leadership Development Program in 2022.

**1/18/2022**

Consent

**FINANCIAL IMPACT:**

A 7145.03089; -\$54,863.00 (revenue)

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |



## 2022 YOUTH AGREEMENT

**THIS AGREEMENT** made as of the date of the last signature affixed hereto, by and between the County of Erie, a municipal corporation of the State of New York through the Erie County Department of Social Services, having its office at 95 Franklin Street, in the City of Buffalo, New York, hereinafter called the Department and **Town of Amherst Youth & Recreation Department**, a municipality maintaining offices at **1615 Amherst Manor Drive, Williamsville, New York 14221**, hereinafter called the Contractor.

### WITNESSETH:

**WHEREAS**, Article 12 of the Erie County Charter has established a division of youth within the Erie County Department of Social Services; and

**WHEREAS**, the Contractor administers a youth program to advance the moral, physical, mental and social well-being of the youth of the County of Erie; and

**WHEREAS**, the Department desires to assist the Contractor on its Youth Program, and to secure reimbursable funds therefore from the State of New York; and

**WHEREAS**, the Erie County Legislature has approved the Youth Program and authorized the County Executive to execute all necessary documents and agreements to implement such program.

**NOW THEREFORE**, it is mutually agreed between the parties as follows:

1. The New York State Office of Children & Family Services detail the program service to be rendered by the Contractor and the costs to be incurred by the Contractor in providing such service, and both become a part of this Agreement.
2. The Contractor agrees that it will comply with all provisions of the United States Constitution and of all laws of the State of New York and the County of Erie, and particularly with Section 103a and 103b of the General Municipal Law, the laws against discrimination and those regarding workers' compensation and employment disability and the New York State Office of Children & Family Services Law, and will comply with all the rules and regulations of the New York State Office of Children and Family Services and of the Comptroller of the County of Erie.
3. The Contractor agrees that the Department will not be liable for payment for any item not set forth in the Contractors line item budget or for monies expended by the Contractor beyond the sum allocated in the program budget. Any



modifications in the line item budget must be approved in advance, in writing by the Department and the New York State Office of Children and Family Services.

4. The Contractor agrees to submit to the Department on or before the fifteenth day of each succeeding quarter a report of its expenditures during the preceding quarter with verified or certified vouchers and other supporting data attached, which Quarterly Report of Expenditures must satisfy the Department that such quarterly expenditures were made in accordance with the New York State Office of Children & Families Fiscal Policies and Procedures Manual.
5. The Department reserves the right to hold or adjust the Contractor's current Reimbursement payment pending approval of the Agency's Quarterly Report of Expenditures. The Department further reserves the right to hold or adjust the Contractor's current Reimbursement payment if the agency owes to the Department any monies from a previous year.
6. The Contractor agrees to refund the Department, within six months of expiration of this agreement, any unused amounts of Reimbursements paid to it under this agreement or determined to be inadequately or improperly accounted for in accordance with the Department, the Erie County Comptroller Audit or the New York State Office of Children & Family Services Audit
7. The Contractor agrees to submit a final year end Expenditure Report to the Department on or before 45 (forty-five) days after the end of the program year. Any exception to this requirement requires the written approval by the Department.
8. The Contractor agrees to adhere to all requirements set forth by the Erie County Youth Bureau Policy & Procedures Manual.
9. The Contractor shall provide the contract services in accordance with the attached program narrative and budget labeled Appendix A, attached hereto and made a part hereof.

10. **ACCOUNTABILITY**

The Contractor shall be fully accountable for its performance under this Contract and its officers agree to answer, under oath, all questions relative to the performance thereof, and to any transaction, act or mission, had, done or omitted in connection herewith called before any judicial county, state or federal agency empowered to investigate this Contract or its performance.

11. **AMENDMENT**

This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly

authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

**12. ASSIGNMENT**

The Contractor shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Contractor shall not subcontract any part of the Services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Contractor that for the purposes of this Agreement, all Services performed by a County-approved subcontractor shall be deemed Work performed by the Contractor and the Contractor shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

**13. BACKGROUND CHECKS**

The contractor shall conduct a criminal history check for all prospective employees/volunteers as a condition of employment for the performance of work under this contract or any subcontract hereunder prior to any employment. Any applicant, volunteer or employee found to be a registered sex offender will be immediately removed from all work on this contract or any subcontract hereunder. In addition, contractor agrees to conduct the aforesaid criminal history check for all current and prospective employees/volunteers periodically throughout the course of their employment with the contractor. The contractor shall conduct said periodic checks no less than every 18 months for each employee/volunteer performing work under this contract or any subcontract hereunder.

**14. CONFIDENTIALITY**

The Contractor represents and agrees to safeguard the confidentiality of all information utilized by or in the possession of the Contractor under this Contract where such information is subject to Federal and State confidentiality statutes and regulations. Any breach of confidentiality by the Contractor, its agents or representatives pursuant to said statutes or regulations shall be cause for immediate termination of this Contract.



**15. EQUIPMENT**

The Contractor agrees that all equipment purchased under this Agreement with a unit cost over \$200 (two hundred dollars) and/or with a useful life of more than 2 (two) years is the property of the Department and upon the termination of this contract, the Department may request that the equipment be returned.

**16. EXECUTIVE ORDER**

Pursuant to New York State Executive Order 38, issued January 18, 2012, and as prescribed by State regulations promulgated thereunder, should the Consultant/Contractor/Agency be considered a covered provider thereunder, the Consultant/Contractor/Agency shall comply with all reporting obligations contained in such regulations. Reporting obligations include, but shall not be limited to, the submission of a completed EO 38 Disclosure form for each reporting period. Such forms shall be submitted in the manner and form specified by the State agency(ies) providing funds through this Agreement. All such reporting shall be made directly to such funding State agency(ies). The County shall not be responsible for receiving or forwarding such reports to State agencies. In addition to compliance with State regulations applicable thereto Consultant / Contractor/Agency shall comply with all substantive requirements of Executive Order 38, including the cap on certain executive compensation and required minimum percentage payments for direct care services. Evidence of such compliance shall be submitted to the County on an annual basis. If agency is a Covered Provider, evidence of such compliance shall be submitted with the fourth (4<sup>th</sup>) quarter report.

**17. EXECUTORY**

The contract is executory only to the extent of monies available to the Department for the performance hereof and appropriated therefore and no liability on account thereof shall be incurred by the Department beyond the monies available and appropriated for the purpose thereof.

In addition, the parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Erie County Legislature. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax

revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by the County Legislature during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

## 18. **FINANCIAL RECORDS**

The Contractor agrees to keep and, upon reasonable prior request, make available to the United States, the New York State Department of Temporary Assistance, the Department and the Erie County Comptroller or their designees, its financial and other records of the funds paid to it and performed by it hereunder.

The United States, the New York State Department of Temporary Assistance, the Department and the Erie County Comptroller or their designees' may, at their option, on reasonable notice, and its expenses, audit the pertinent books and records of the Contractor concerning this Contract.

Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Contractor as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

The failure of the Contractor to submit required reports as specified by the Department or as incorporated into this contract shall result in the suspension of all payments for services rendered by the Contractor pursuant to this Contract and may at the discretion of the Department result in the Department's cessation of



service referrals to the Contractor until such time as the Contractor remedies said failure to the satisfaction of the Department. Reports required by the Department may be added, deleted or revised over time and these reports are deemed to be incorporated into this contractual agreement if and as they occur.

**19. GOVERNING LAW**

This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Erie.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

**20. HEADINGS**

The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provisions of this Agreement.

**21. INDEMNIFICATION**

The Contractor agrees:

- a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Contractor shall indemnify and hold harmless the County and New York State, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor; and (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

**22. INDEPENDENT CONTRACTOR**

The Contractor and the County agree that the Contractor and its officers,



employees, agents, contractors, subcontractors, and/or consultants are independent contractors and not employees of the County or any department, agency, or unit thereof. In accordance with their status as independent contractors, the Contractor covenants and agrees that neither the Contractor nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof, and that it will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State of New York or the Department, including but not limited to Worker's Compensation coverage or retirement membership or credits. Independent Contractors are subject to the same criminal background checks as detailed in paragraph 14 of the agreement.

**23. INSURANCE**

The Contractor agrees to procure and to maintain in force, for the duration of this Contract, such insurance naming the County of Erie as an additional insured, as is determined appropriate by the Department for the purpose of this Contract. Such coverage must be identified and entered upon the County Standard Insurance Certificate or its acceptable substitute and signed by the Contractor's insurance company, agent or broker, which shall be subject to approval by the County Department of Law and upon approval, shall be attached to and become part of the Contract.

**24. INTERPRETATION**

The Contractor shall be responsible for providing interpretation services to clients, when necessary, at no additional cost to the Department.

**25. LAWS APPLICABLE**

The Contractor agrees to comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations. The Contractor shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and other employed to render the Services hereunder.

**26. NON-DISCRIMINATION**

The Contractor expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status or any other status protected by New York State or Federal laws

during the term of or in connection with this Agreement.

## 27. NON-REIMBURSABLE SERVICES

The Contractor certifies that the services being contracted are not otherwise available from the Contractor on a non-reimbursable basis.

## 28. NOTICES

All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

### **Notices shall be sent to the following:**

To the County Program Area:

Deputy Commissioner Youth Services  
810 East Ferry Street, Buffalo, NY 14211

With a copy to: Erie County Department of Social Services,  
Office of Counsel, 95 Franklin St, Room 746  
Buffalo, New York 14202

To the Contractor:

Town of Amherst Youth & Recreation Dept.  
1615 Amherst Manor Drive  
Williamsville, New York 14221

## 29. PAYMENT

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Contractor for out-of-pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Any and all requests for payment to be made, including any request for partial payment if such is permitted hereunder, shall be submitted by the Contractor on properly executed payment vouchers of the County and paid only after approval by the Commissioner. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall final payment be made to the Contractor prior to completion of all Work and the approval of same by the Commissioner. The Contractor shall, at no additional charge, furnish all labor, services, materials,



tools, equipment and other appliances necessary to complete the Services, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Contractor exceed the not-to exceed amount set forth above.

**The Department agrees to pay the Contractor for said services to be rendered for the period set forth a sum not to exceed Fifty-four Thousand Eight Hundred Sixty-three Dollars and no cents (\$54,863.00). Partial reimbursement payments will be made to the Agency upon voucher successive quarter, based on 50% of the total amount of approved expenditures claimed for that period. Sum shall be paid to the Contractor upon invoice to be submitted to: Secure Youth Detention Center, 810 East Ferry Street, Buffalo, New York 14211.**

**30. PROCUREMENT**

This is a procurement contract with Erie County through the Erie County Department of Social Services, paid for in whole or in part with Federal funds. The vendor is not considered to be a sub-recipient of Federal assistance funds for the purpose of OMB Circular A-128 and A-133.

**31. TERM**

**The term of this Agreement shall commence on January 1, 2022 and shall terminate on December 31, 2022** unless terminated earlier pursuant to the provisions of this Agreement. The Contractor shall report to the County on its progress toward completing the Work, as the Commissioner of the Department, or his/her duly authorized designee (the "Commissioner") may request, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

**32. TERMINATION**

(a) The County, upon thirty (30) days notice to the Contractor, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Contractor shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Contractor shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Contractor shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the Services rendered by the Contractor prior to the date of termination, it is understood and agreed that the Commissioner

shall determine the value of such Services rendered by the Contractor. The Contractor shall accept such reasonable and good faith determination as final.

(b) The contract may be terminated immediately by ECDSS, without notice, for cause or discovery of the contractor's non-performance or breach of this contract.

**33. WAIVER**

Failure of the County to insist, in any one or more instances, upon strict performances of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

Revised 11/17

LYB 2023

TOWN OF AMHERST

22-3198-SW

IN WITNESS WHEREOF, the parties hereto have signed their name to this Agreement on the day and year last written below.

APPROVED AS TO CONTENT

APPROVED AS TO FORM

\_\_\_\_\_  
ECDSS Program Area

BY: \_\_\_\_\_  
ECDSS Office of Counsel

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

FOR THE CONTRACTOR:

X \_\_\_\_\_  
SIGNATURE

X \_\_\_\_\_  
TITLE

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

X On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known, who, being duly sworn, did depose and say that (s)he resided in \_\_\_\_\_, that (s)he is the \_\_\_\_\_ of the Contractor and that (s)he signed his/her name thereto for the purposes and used therein described.

X \_\_\_\_\_  
NOTARY PUBLIC

My Commission expires \_\_\_\_\_

FOR THE ERIE COUNTY DEPARTMENT  
OF SOCIAL SERVICES:

\_\_\_\_\_  
DEPUTY COMMISSIONER-YOUTH SVCS.

DATE: \_\_\_\_\_

FOR THE COUNTY OF ERIE:

\_\_\_\_\_  
MARK POLONCARZ/MARIA WHYTE  
County Executive/Deputy County Executive

DATE: \_\_\_\_\_

Attachment: Erie County DSS 2022 Youth Agreement (RES-2022-116 : 2022 Youth Agreement - CRS #3085)



**Erie County Equal Pay Certification**

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Equal Pay Law. We certify that we have not been the subject of an adverse finding under the Equal Pay Law within the previous five years and, in the alternative, if we were the subject of an adverse finding under the Equal Pay Law within the previous five years, we have annexed a detailed description of the finding(s). In addition, we have annexed a detailed description of any currently pending claims under the Equal Pay Law in which we are involved.

X

\_\_\_\_\_  
Signature**Verification**

STATE OF NEW YORK)  
COUNTY OF ERIE ) SS:  
A)

\_\_\_\_\_, being duly sworn, states he or she is the owner of (or a partner in) \_\_\_\_\_, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

**OR**

B)  
\_\_\_\_\_, being duly sworn, states that he or she is the Name of Corporate Officer \_\_\_\_\_, of \_\_\_\_\_, Title of Corporate Officer Name of \_\_\_\_\_ Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 20\_\_

X

\_\_\_\_\_  
Notary Public

# APPENDIX A

## BUDGET & NARRATIVE

(PLEASE ATTACH)

Attachment: Erie County DSS 2022 Youth Agreement (RES-2022-116 : 2022 Youth Agreement - CRS #3085)

## 2022 YOUTH DEVELOPMENT PROGRAM BUDGET

FISCAL YEAR: 2 | 0 | 2 | 2

AGENCY/MUNICIPALITY: Town of Amherst

PROGRAM TITLE: Youth Leadership Development Program

FUND TYPE:

## FISCAL CONTACT INFORMATION:

Include Name, Phone Number, E-mail address:

Brian J. Kulpa, Supervisor

(716) 631-7161 bkulpa@amherst.ny.us

## PERSONAL SERVICES:

| POSITION TITLE               | RATE OF PAY | BASIS<br>(H, W, BW, SM) | TOTAL OCFS PROGRAM AMOUNT (1) | TOTAL OCFS FUNDS REQUESTED<br>FOR THIS PROGRAM |
|------------------------------|-------------|-------------------------|-------------------------------|------------------------------------------------|
| Asset Development Specialist | \$ 54,210   | Annual                  | \$ 25,000.00                  |                                                |
| Director of Volunteers       | \$ 53,832   | Annual                  | \$ 24,000.00                  |                                                |
| Employment Clerk             | \$ 19,765   | H                       | \$ 5,863.00                   |                                                |
|                              |             |                         |                               |                                                |
|                              | \$          |                         | \$                            |                                                |
|                              | \$          |                         | \$                            |                                                |
|                              | \$          |                         | \$                            |                                                |
| TOTAL SALARIES AND WAGES     |             |                         | \$ 54,863.00                  | \$                                             |
| TOTAL FRINGE BENEFITS        |             |                         | \$                            | \$                                             |
| TOTAL PERSONAL SERVICES (1)  |             |                         | \$ 0.00                       | \$                                             |

## CONTRACTED SERVICES AND STIPENDS

| TYPE OF SERVICE OR CONSULTANT TITLE | RATE OF PAY | BASE<br>(S,M,HR) | TOTAL OCFS PROGRAM AMOUNT (1) |    |
|-------------------------------------|-------------|------------------|-------------------------------|----|
|                                     | \$          |                  | \$                            |    |
|                                     | \$          |                  | \$                            |    |
|                                     | \$          |                  | \$                            |    |
| TOTAL CONTRACTED SERVICES (2)       |             |                  | \$ 0.00                       | \$ |
| TOTAL MAINTENANCE & OPERATION (3)   |             |                  | \$ 0.00                       | \$ |

LIST EQUIPMENT TO BE PURCHASED OR RENTED:

(UNIT COST OVER \$500 AND LIFE EXPECTANCY OF OVER TWO YEARS)

## FACILITY REPAIRS

|                            |         |
|----------------------------|---------|
| PROGRAM SITE ADDRESS       |         |
|                            | \$      |
|                            | \$      |
| TOTAL FACILITY REPAIRS (4) | \$ 0.00 |

TOTAL OCFS PROGRAM AMOUNT 54,863.00 \$



TOTAL OCFS FUNDS REQUESTED \$ 54,863.00

|                               |              |                    |
|-------------------------------|--------------|--------------------|
| LIST OF OTHER FUNDING SOURCES | \$           | REIMBURSABLE TOTAL |
| Town of Amherst               | \$ 75,575.00 | MUNICIPAL FUNDING  |
|                               | \$           | OTHER SOURCES      |



## 1. Organizational Mission

### Vision Statement

The Amherst Youth & Recreation Department envisions Amherst as an active community where all children, adults, and families are valued, engaged, and celebrated.

### Mission Statement

The mission of the Amherst Youth & Recreation Department is to serve and engage the community through partnerships and advocacy; providing quality programs, resources, and facilities in order to develop character, foster sportsmanship, and involve youth, adults and families in creating a safe and healthy town.

### Core Belief Statements

The Amherst Youth & Recreation Department believes that:

- Diversity should be respected and celebrated.
- Children, adults, and families deserve a proactive community that provides opportunities to support their growth.
- Volunteerism, communication, cooperation, connectivity, and collaboration are essential to strengthening the community.
- A qualified, competent, and professional staff, combined with creativity and innovation, is essential to quality programs.
- Recognition and appreciation of volunteers and staff builds morale and improves outcomes.
- Children, adults, and families should be valued, engaged, and celebrated as vital to the success of entire community.
- Youth development is essential to a healthy community.
- All people have strengths.
- All programs, services, and facilities must be safe,
- Everyone should model good sportsmanship and citizenship.

## 2. Target Population

- Number of young people to be served by proposed program: Male 250  
Female 250
- Race/Ethnicity:
 

|                                         |                                                 |
|-----------------------------------------|-------------------------------------------------|
| Black/African American <u>20</u>        | White/Caucasian <u>355</u>                      |
| Asian <u>120</u>                        | Bi-Racial/Multi-Racial <u>5</u>                 |
| American-Indian/Alaskan-Native <u>0</u> | Native Hawaiian/Other Pacific Islander <u>0</u> |
- Hispanic 10                      Non-Hispanic 490
- Age range: 12-20
- Geographic location (community, neighborhood, etc.): Town of Amherst, NY

- Zip codes served include: 14221, 14226, 14051, 14068 and 14228. Young people who reside outside of the town but attend a Town of Amherst public school are also eligible to participate. This includes Tonawanda residents of the Sweet Home Central School District (14150), Cheektowaga residents of the Amherst Central School District (14225), and Clarence residents of the Williamsville Central School District (14031).
- Legislative District(s) served: 26
- Based on the previous year's program, please give the retention rate of your youth participants: approximately 80%. Most youth leave the program upon graduation from high school, although they may remain until age 20. Youth who participate in the youth employment component of the program most often leave as a result of obtaining a steady job. For youth who participate in the program solely by choice (as opposed to a school or court requirement), the retention rate is above 90%.
- Please describe what experience your organization has is serving this population, what strategies will be used to attract and retain the expected number of participants, and how attendance will be tracked.

The Amherst Youth & Recreation Department has been serving teens through leadership development programs for almost 50 years. The program is rooted in the Search Institute's 40 Developmental Asset framework and targets the following assets: #3 Other adult relationships, #8 Youth as resources, #9 Service to others, #16 High expectations, #18 Youth programs, #26 Caring, #28 Integrity, #30 Responsibility, #31 Restraint, #32 Planning and decision making, #35 Resistance skills, and #40 Positive view of personal future, among others.

In 2011 and 2012 (the last years of the competition), the Town of Amherst was named one of "America's 100 Best Communities for Youth", based in part on the outcome data presented by this program.

Participants are recruited in a number of ways. The Amherst Youth & Recreation Department publishes a program and services guide three times per year. The fall/winter and winter/spring distribution is 3,000 copies and the summer distribution is 10,000 copies. Information is posted on both the Town of Amherst website and the Youth & Recreation Department website. The Department maintains two Facebook pages on which information is posted, a general page and a page specific to the volunteer component of the program. Information is posted on the parent/student web portals in the public schools and sent home via flyers or a "virtual backpack" depending on the district. Private and parochial schools within the town receive a mailing at least twice per school year. Several times per year, the staff attend wellness fairs in all the town's public schools, which provides an opportunity for them to interact with students. Current program participants partner with the staff in these events so as to attract their peers.



There are also annual recognition events for program participants as well as social/recreational opportunities for interaction and team building.

Attendance is tracked/recorded both by day and number of hours spent participating.

### **3. Service Categories**

The Youth Leadership Development Program encompasses the following service categories:

- Youth Leadership/Empowerment Opportunities
- Work Readiness Supports
- Career Development Supports
- Mentoring Supports

### **4. NYS OCFS Touchstone Life Area**

The Youth Leadership Development Program will target the following Touchstone Life Area:

#### **Life Area 4CVC: Citizenship/Civic Engagement**

Goal 41: Children and youth will demonstrate good citizenship as law-abiding, contributing members of their families, schools, and communities.

Objectives:

414: Children and youth will participate in family and community activities.

Services, Opportunities, and Supports:

0420: Youth Leadership/Empowerment Opportunities: programs that provide character education, leadership skills development and/or community/civic activities.

Performance Measures:

How Much:

0420A.1 # of youth participating (unduplicated)

How Well:

0420B.1 % of participants returning to the program the following year

Better Off:

0420C.2 #/% of youth with increased leadership skills (as measured on a pre/post-test of leadership skills) or skills empowering them in community engagement

### **5. Program Description and Details**

- Program location/address: The program offices are located at 1615 Amherst Manor Drive, Williamsville, NY, 14221; however, the program operates primarily in the community, including schools, libraries, not for profits, parks, food pantries, and other locations where volunteers may be needed.

- Exact days and hours of operation of the program (in addition to including days and hours of operation in the space provided below, all applicants must attach a calendar or daily plan with times, locations, and specific activities): The program operates seven days per week, any time from 7:30am until 10:00pm. The hours of the program are responsive to both the availability of youth to participate and the needs of the community. From September to June, the program operates primarily after school and weekends, during the summer, activities may take place during the day, in the evening, on weekends, or any combination thereof.

- Exact length of time (months) youth will participate: The program operates twelve (12) months per year. Youth must participate on at least 5 occasions, but after that may participate as little or as much as they like. More than half of participants attend all year long.

- Will the program include enriching and/or educational field trips? The program does not offer traditional field trips; however, volunteers often travel into the City of Buffalo to perform community service, exploring areas which they may not traditionally visit with their families. Members also accompany children from the Amherst Youth & Recreation Department Summer Camp program on their field trips once per week.

- Is this a pilot program? No

If not, how long has the program been operating? 49 years

- What is the direct staff to participant ratio? As this is a program for teenagers, the staff to participant ratio is not mandated and varies by activity, but in all instances the program employs a two-deep leadership model. It is governed by a Child Protection Policy and all staff and volunteers are background checked. Program participants are never left unsupervised.

Direct staff include Kathy Mobarak-Miller, Asset Development Specialist, who oversees the AYC component of the program. Mrs. Mobarak-Miller is a social worker with 46 years of experience in the agency. Antonella Abbott serves as Director of Volunteers and oversees the YES component of the program. She is a licensed school counselor with 30 years of experience in the agency. Robin Erwin serves as the Employment Clerk and oversees the YouthWork\$ component of the program. She is completing her eighth year with the agency and came to us with 10 years experience in private and not-for-profit settings working as an educator.

## **6. Program Narrative**

The Youth Leadership Development Program is a program for youth ages 12 to 20 which encompasses three components: youth volunteer work through YES (Youth Engaged in Service), peer mentoring and leadership development through AYC (Amherst Youth Consortium), and youth employment through YouthWork\$. Youth may participate in as many program components as they so desire.



YES provides the opportunity for young people to contribute to and participate in the community. Program participants provide service through direct interaction with children, senior citizens, low-income families, persons with a disability, and charitable organizations. AYC members are youth who have pledged to be nicotine, alcohol, and other drug-free and to be visible role models who live healthy lifestyles. Their work includes presenting information, facilitating discussions, and engaging children, youth, and adults in activities which promote wellness, asset building, and good decision making. YouthWork\$ is an employment program which links Amherst residents in need of assistance in, or around their homes, with youth program participants. Jobs include light housekeeping, gardening, child care, leaf raking, shoveling snow, and pet sitting. Youth are paid minimum wage for their participation.

While program participants come from the Town of Amherst, they often assist others in high need and underserved neighborhoods, including those in the City of Buffalo. Program participants volunteer regularly with Habitat for Humanity on both the east and west sides, the Food Bank of WNY, building beds with Sleep in Heavenly Peace, and at numerous community events in Delaware Park. Within the town, the program assists two to three food pantries on a regular basis. The program includes participants from all socio-economic levels and transportation is provided to those who request it. In addition, scholarships are provided for educational and social/recreational events whenever possible.

The program collaborates with over 35 community agencies to offer volunteer experiences for young people. It collaborates with 23 public schools and a half dozen private and parochial schools to offer peer learning and leadership development experiences. It partners with the Town of Amherst Center for Senior Services to link seniors in need of assistance with both youth in need of employment and volunteers. It works in conjunction with numerous other Amherst Youth & Recreation Department programs that serve elementary school children by utilizing program participants as mentors. It works with the four Amherst libraries to offer programs for children and assistance with community events.

All three components of the program offer after-hours services.

The program is able to provide services to individuals with disabilities and special needs. The Department has a relationship with the International Institute of Buffalo to provide translation services if necessary, as well as access to a tele-translation service. Additionally, the membership of the program is diverse, with many bilingual students participating. These young people often provide translation services, especially at food pantry events. They also share their cultures at educational and social events.

The program has a relationship with Deaf Access Services to provide sign language interpreters. The program has a variety of adult volunteers on which to call in order to accommodate participants with developmental or physical disabilities. These volunteers provide additional support to the program staff so that participants may fully enjoy all aspects of the program. The only time that individuals with certain physical disabilities

cannot be accommodated is if a resident requests a specific job (for example, mowing the lawn) which requires adaptation beyond the scope of the program. In instances such as this, every effort is made to find the participant an alternative job in which they can excel.

### **7. Performance Measures**

The program is evaluated annually by the Program Planning and Evaluation Committee of the Amherst Youth Board, which includes both outcome and financial reviews.

Outcomes for 2020\*:

- 344 distinct youth participated in the program
- roughly 5,000 volunteer hours were completed.
- 100% of program participants advanced to the next grade level.
- 100% of program participants did not become teen parents.

\*numbers reduced due to Covid

In 2016, the program began using the Youth Leadership Assessment Survey, developed by Bart Allen Berry ©1999, 2000, 2001, 2010 of San Diego Corporate Training. In addition to assessing growth in a pre/post format, the survey can be administered in a workshop setting to include the development of a personal leadership improvement plan.

### **8. Budget**

- Please list other confirmed funding sources for this program: Additional funding comes from the Town of Amherst, NY in the form of a fixed annual allocation. The program participates in the United Way of Buffalo and Erie County designated donation program and has a handful of annual contributors through this vehicle. In addition, the program often receives small donations from the various public school PTA organizations in the town, in appreciation for providing volunteers for various school events.
- Please list any other pending funding sources to which you are applying for this program: None at this time.
- Please include the program's cost per student: The cost per student for this program is **\$261.00**.
- Are there ANY fees charged to program participants? This program does not charge fees to its participants. On the rare occasion that a fee is assessed for a special event (for example, the Association of NYS Youth Bureaus Youth Leadership Forum), scholarship assistance is provided to all those who request it.
- Please list the percentage of your grant request that will go toward direct programming: 100% of this funding request is considered direct costs associated with the program.

- Please list your fiscal officer, including contact information:

Lynda Juul  
Finance Director, Town of Amherst  
5583 Main Street  
Williamsville, NY 14221  
(716) 631-7007  
[ljuul@amherst.ny.us](mailto:ljuul@amherst.ny.us)




**Amherst Town Board**

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Youth & Recreation  
 Initiated by: **Mary Diana Pouli**  
 Co-Sponsored by:

DOC ID: 25255

**RESOLUTION 2022-117**
**ADOPTED**

## Service Agreement CRS #2501

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Enersys for a ice resurfacer battery service agreement for 2022.

**1/18/2022**

Consent

**FINANCIAL IMPACT:**

A 7253.4110: \$2,292.00

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |



# POWERMAXX<sup>SM</sup> SERVICE AGREEMENT

INDUSTRIAL BATTERY **POWERMAXX**™ Service Agreement ("Agreement") between Enersys Delaware Inc. (Enersys"), a Delaware corporation located at 22 Corporate Circle East Syracuse NY 13057 and undersigned Customer.

1. **SERVICES:** Enersys will perform the services ("Services") checked below

**BATTERY PM (CHECK ALL THAT APPLY)**

- ☒ Visually inspect overall condition
- ☒ Visually inspect battery for cracked jars and covers
- ☒ Check and record Electrolyte level in each cell
- ☒ Inspect cells for cracked, damaged or missing vent caps
- ☒ Inspect battery straps, cables and connectors
- ☒ Record voltage readings of all cells
- ☒ Record Specific gravity of representative cells
- ☒ Provide written recommendations where further repairs or maintenance are required

- |                          |                                |
|--------------------------|--------------------------------|
| <input type="checkbox"/> | Express/Opportunity Battery PM |
| <input type="checkbox"/> | Battery Wash                   |
| <input type="checkbox"/> | Battery Watering               |

- ☐ Weekly  
☐ Bi-Weekly  
☐ Monthly  
☐ Bi-Monthly  
☐ Quarterly

## CHARGER PM (CHECK ALL THAT APPLY)

- ☒ Verify and record proper DC charger rates
- ☒ Inspect Charging cables, connectors and contacts
- ☒ Inspect and validate charger amp meter
- ☒ Provide written recommendations where further repairs or maintenance are required
- ☐ Express charger PM to include filter cleaning

**OPERATIONS REVIEW (check all that apply)**

- ☒ Review charging area for good practices.
- ☒ Review use and maintenance practices to guide in equipment optimization.
- ☐ Download battery data management and provide report where applicable

**Prices:**

(All Quoted prices are for each battery and charger per service)

|                      |    |               |
|----------------------|----|---------------|
| Battery PM Price Ea. | \$ | 38            |
| Quantity             |    | 8 (2 per Mach |

| Quarterly | Semi-Annual | Annual | Other |
|-----------|-------------|--------|-------|
| XXX       |             |        |       |

|                       |         |
|-----------------------|---------|
| Charger PM Price: Ea. | \$20.00 |
| Quantity              |         |

Quarterly XXX Semi-Annual Annual Other

**MP Service (Labor, Travel, Van, and Enviro/Covid Fee**

**\$189.00**

|                               |                 |
|-------------------------------|-----------------|
| <b>Battery and Charger PM</b> | <b>\$384.00</b> |
|-------------------------------|-----------------|

**\$573.00**

**REPAIR SERVICES:** Additional repair or maintenance services are performed only upon issuance of a Purchase Order (PO) or written authorization. For evaluation and testing performed at our service center, there is a standard charge for pick-up and delivery.

**SITE CONDITIONS:** Batteries should be available within 15 minutes of EnerSys arrival or standard labor rates apply for wait time. A suitable area lift truck and driver must be provided to permit the EnerSys technician to work unrestricted by space limitations. EnerSys employees will not operate customer powered equipment (fork lifts, etc.) without properly documented training including both the specific equipment to be used and site safety. Training must be conducted by a Customer employee authorized to provide such training (i.e. Safety Manager, etc.) In the case of a battery wash, an approved third party company will dispose of hazardous materials generated from battery washing. Customer will be required to provide an EPA number at the time of the Hazardous materials disposal. EnerSys and the third party will provide properly completed manifests and approved barrels approved barrels for the proper packaging and disposal of the hazardous materials generated from the clean up at an estimated cost of \$ \_\_\_\_\_ per 55 gallon barrel

**TERM:** This Agreement is a \_\_\_\_ continuous or \_\_\_\_ year Agreement, beginning on the date signed by EnerSys below. Either party may terminate this agreement any time by providing 30 days advance written notice to the other party. Pricing shall be reviewed by EnerSys on an annual basis. Price changes will go into effect on the first day of the anniversary month of the Agreement. Prices shall not be changed without 30 days advance written notice from EnerSys to Customer

**SERVICE TERMS AND CONDITIONS:** EnerSys standard terms and conditions, in the form attached hereto as Exhibit "A" and as set forth on the EnerSys website at <http://terms.enersys.com> (as may be revised from time to time by EnerSys, the "Standard Terms and Conditions") shall govern all services provided to Customer by EnerSys regardless of any different or additional provisions contained in any document or communication form the Customer, except to the extent that any such additional or different terms are embodied in a written document signed by an authorized officer of EnerSys that specifically reflects this Agreement and the applicable provisions of the Standard Terms and Conditions that are to be suspended or modified. This Agreement supersedes any other service or maintenance agreement between EnerSys and Customer whether written or implied.

**Bill To:**  
Customer: Northtown Center @ Amherst

Address: 1615 Amherst Manor Dr

City, State , Zip Williamsville NY 14221

**Contact:** Erik Guzdek

---

Email                      Eguzdek@amherst.ny.us

Phone: 716-631-7132 Ext 7512

Agreed to by: \_\_\_\_\_

**Ship To:**

**Customer:**

**Address:**

City, State, Zip

**Contact:**

Email

Phone:

Agreed to by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Accepted by: \_\_\_\_\_ ON BEHALF OF ENERGYSYS DELAWARE INC. Date: 11.10.2023

Shawn M. O'Connell - President



**Addendum to EnerSys Delaware Inc. PowerMAXX Service Agreement**

1. Notwithstanding any other provision in this EnerSys Delaware Inc. PowerMAXX Service Agreement ("the Agreement"), the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.
2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement and addendum in any way whatsoever or be binding upon the Town.
3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, to the extent that the same arises out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.
4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.
  - (a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.
  - (b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than \$1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and \$2,000,000.00 aggregate
  - (c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured.
  - (d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis.



5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

- (a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
- (b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
- (c) Affirmative action as required by the Labor Law.
- (d) Prevention of dust hazard required by Labor Law Section 222-a.
- (e) Preference in employment of persons required by Labor Law Section 222.
- (f) Eight-hour workday as required by Labor Law Section 220(2).
- (g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
- (h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

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:

EnerSys Delaware Inc.

Print Name of Company

By:



Signature

Shawn M. O'Connell - President

Printed name

Date: 11-10-2021



Agreed to and Accepted by:

**Town of Amherst**

By:

Brian J. Kulpa, Supervisor

Date: \_\_\_\_\_

Attachment: EnerSys extension with all insurances (RES-2022-117 : Service Agreement CRS #2501)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/08/2021

12.S.3.a

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).

|                                                                                      |                                                                           |                          |
|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------|--------------------------|
| <b>PRODUCER</b><br>Marsh USA Inc.<br>1717 Arch Street<br>Philadelphia, PA 19103-2797 | <b>CONTACT</b><br>NAME:<br>PHONE<br>(A/C, No, Ext):<br>E-MAIL<br>ADDRESS: | <b>FAX</b><br>(A/C, No): |
| CN102741033--GAWU-21-22                                                              | <b>INSURER(S) AFFORDING COVERAGE</b>                                      |                          |
| <b>INSURED</b><br>EnerSys Delaware Inc.<br>2366 Bernville Road<br>Reading, PA 19605  | <b>INSURER A :</b> Travelers Property Casualty Company of America         | <b>NAIC #</b><br>25674   |
|                                                                                      | <b>INSURER B :</b> Allied World National Assurance Company (U.S.) Inc.    | 19489                    |
|                                                                                      | <b>INSURER C :</b> The Travelers Indemnity Company                        | 25658                    |
|                                                                                      | <b>INSURER D :</b>                                                        |                          |
|                                                                                      | <b>INSURER E :</b>                                                        |                          |
|                                                                                      | <b>INSURER F :</b>                                                        |                          |

**COVERAGES**      **CERTIFICATE NUMBER:** CLE-006736563-04      **REVISION NUMBER:** 2

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        | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                              |          | TC2JGLSA2J706351TIL21                               | 06/10/2021               | 06/10/2022               | EACH OCCURRENCE \$ 2,000,00<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,00<br>MED EXP (Any one person) \$ 10,00<br>PERSONAL & ADV INJURY \$ 2,000,00<br>GENERAL AGGREGATE \$ 4,000,00<br>PRODUCTS - COMP/OP AGG \$ 4,000,00 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                              |                                              |          | TC2JCAP2J70634ATIL21                                | 06/10/2021               | 06/10/2022               | COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,00<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                              |
| B        | <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED \$ RETENTION \$                                                                                                                                                                                                |                                              |          | 03067304                                            | 06/10/2021               | 06/10/2022               | EACH OCCURRENCE \$ 10,000,00<br>AGGREGATE \$ 10,000,00                                                                                                                                                                                |
| A<br>C   | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                   | Y/N<br><input checked="" type="checkbox"/> N | N/A      | UB1S82118A2151R (AZ MA WI)<br>UB9R7251862151K (AOS) | 06/10/2021<br>06/10/2021 | 06/10/2022<br>06/10/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,00<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,00<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,00                                |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Amherst is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

## CERTIFICATE HOLDER

Town of Amherst  
5583 Main Street  
Williamsville, NY 14221

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Manashi Mukherjee

*Manashi Mukherjee*

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**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.

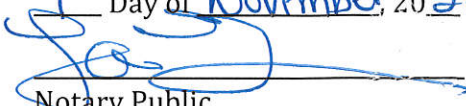
During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment 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: EnerSys Delaware Inc.  
 Signature:   
 Print Name: Shawn M. O'Connell  
 Title: President  
 Date: 11.4.2021



Sworn To Before Me This

4th Day of November, 2021  
  
 Notary Public

Commonwealth of Pennsylvania - Notary Seal  
 TARA FRY, Notary Public  
 Berks County  
 My Commission Expires January 24, 2023  
 Commission Number 1260238

Revised 4.2017





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/08/2021

12.S.3.a

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**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).

|                                                                                      |                                                                                |                        |
|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|------------------------|
| <b>PRODUCER</b><br>Marsh USA Inc.<br>1717 Arch Street<br>Philadelphia, PA 19103-2797 | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No. Ext):</b><br><b>E-MAIL ADDRESS:</b> | <b>FAX (A/C, No):</b>  |
| CN102741033--GAWU-21-22                                                              | <b>INSURER(S) AFFORDING COVERAGE</b>                                           |                        |
| <b>INSURED</b><br>EnerSys Delaware Inc.<br>2366 Bernville Road<br>Reading, PA 19605  | <b>INSURER A :</b> Travelers Property Casualty Company of America              | <b>NAIC #</b><br>25674 |
|                                                                                      | <b>INSURER B :</b> Allied World National Assurance Company (U.S.) Inc.         | 19489                  |
|                                                                                      | <b>INSURER C :</b> The Travelers Indemnity Company                             | 25658                  |
|                                                                                      | <b>INSURER D :</b>                                                             |                        |
|                                                                                      | <b>INSURER E :</b>                                                             |                        |
|                                                                                      | <b>INSURER F :</b>                                                             |                        |

## COVERAGES

CERTIFICATE NUMBER:

CLE-006736563-04

REVISION NUMBER: 2

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        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |            |          | TC2JGLSA2J706351TIL21                               | 06/10/2021               | 06/10/2022               | EACH OCCURRENCE \$ 2,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000<br>MED EXP (Any one person) \$ 10<br>PERSONAL & ADV INJURY \$ 2,000<br>GENERAL AGGREGATE \$ 4,000<br>PRODUCTS - COMP/OP AGG \$ 4,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                           |            |          | TC2JCAP2J70634ATIL21                                | 06/10/2021               | 06/10/2022               | COMBINED SINGLE LIMIT (Ea accident) \$ 3,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                               |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                                                                 |            |          | 03067304                                            | 06/10/2021               | 06/10/2022               | EACH OCCURRENCE \$ 10,000<br>AGGREGATE \$ 10,000                                                                                                                                                                    |
| A<br>C   | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                | Y / N<br>N | N / A    | UB1S82118A2151R (AZ MA WI)<br>UB9R7251862151K (AOS) | 06/10/2021<br>06/10/2021 | 06/10/2022<br>06/10/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000                       |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Amherst is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

## CERTIFICATE HOLDER

Town of Amherst  
5583 Main Street  
Williamsville, NY 14221

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AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Manashi Mukherjee

*Manashi Mukherjee*

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# 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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1a. Legal Name &amp; Address of Insured (use street address only)</p> <p>ENERSYS INCORPORATED<br/>2366 Bernville Road<br/>Reading, PA 19605</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>                                                                                                                                                                                                                                                                                     | <p>1b. Business Telephone Number of Insured</p> <p>(610)-208-1861</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number</p> <p>95 2388156</p>                                                                                                                          |
| <p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>TOWN OF AMHERST<br/>1615 AMHERST DRIVE<br/>WILLIAMSVILLE, NY 14221</p>                                                                                                                                                                                                                                                                                                                                                                                             | <p>3a. Name of Insurance Carrier</p> <p style="text-align: center;"><b>The Guardian Life Insurance Company of America</b></p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>00988882-0000</p> <p>3c. Policy effective period</p> <p style="text-align: center;">07/01/2021 to 06/30/2022</p> |
| <p>4. Policy provides the following benefits:</p> <p><input checked="" type="checkbox"/> A. Both disability and paid family leave benefits.</p> <p><input type="checkbox"/> B. Disability benefits only.</p> <p><input type="checkbox"/> C. Paid family leave benefits only.</p> <p>5. Policy covers:</p> <p><input checked="" type="checkbox"/> A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.</p> <p><input type="checkbox"/> B. Only the following class or classes of employer's employees:</p> <p>_____</p> <p>_____</p> |                                                                                                                                                                                                                                                                                                         |

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 10/26/2021 By Stuart J. Shaw  
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 1-888-278-4542 Name and Title Stuart J. Shaw, FSA, MAAA - Vice President, Group Insurance

**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.**



## 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 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 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 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.



**NOTICE OF COMPLIANCE**

**TO EMPLOYEES**

**IMPORTANT INFORMATION FOR EMPLOYEES WHO ARE INJURED OR SUFFER AN OCCUPATIONAL DISEASE WHILE WORKING.**

1. By posting this notice and information concerning your rights as an injured worker, your employer is in compliance with the Workers' Compensation Law.
2. If you do not notify your employer within 30 days of the date of your injury your claim may be disallowed, so do so immediately.
3. You are entitled to obtain any necessary medical treatment and should do so immediately.
4. You may choose any doctor, podiatrist, chiropractor or psychologist referred by a medical doctor that accepts NY State Workers' Compensation patients and is Board authorized. However, if your employer is involved in a certified preferred provider organization (PPO) you must first be treated by a provider chosen by your employer and your employer must give you a written statement of your rights concerning further medical care.
5. You should tell your doctor to file copies of medical reports concerning your claim with the Workers' Compensation Board and with your employer's insurance company, which is indicated at the bottom of this form.
6. You may be entitled to lost time benefits if your work-related injury keeps you from work for more than seven days, compels you to work at lower wages or results in permanent disability to any part of your body. You may be entitled to rehabilitation services if you need help returning to work.
7. You should not pay any medical providers directly. They should send their bills to your employer's insurance carrier. If there is a dispute, the provider must wait until the Board makes a decision before it attempts to collect payment from you. If you do not pursue your claim or the Board rules that your injury is not work-related, you may be responsible for the payment of the bills.
8. You are entitled to be represented by an attorney or licensed representative, but it is not required. If you do hire a representative do not pay him/her directly. Any fee will be set by the Board and will be deducted from your award.
9. If you have difficulty in obtaining a claim form or need help in filling it out, or if you have any other questions or problems about a job-related injury, contact any office of the Workers' Compensation Board.

**NYS Workers' Compensation Board  
Centralized Mailing  
PO Box 5205  
Binghamton, NY 13902-5205**

**Customer Service Line: 877-632-4996**

**AVISO DE CUMPLIMIENTO**

**A EMPLEADOS**

**INFORMACION IMPORTANTE PARA EMPLEADOS QUI SEAN LESIONADOS O SUFRAN UNA ENFERMEDAD OCUPACIONAL MIENTRAS TRABAJAN.**

1. Su patrono está cumpliendo la Ley de Compensación Obrera cuando despliega este comunicado concerniente a sus derechos como trabajador lesionado.
2. Si usted no notifica a su patrono dentro del término de 30 días de haber sufrido su lesión su reclamación podría ser desestimada, por eso notifique inmediatamente.
3. Usted tiene derecho a recibir cualquier tratamiento médico necesario relacionado con su lesión y debe gestionarlo inmediatamente.
4. Para el tratamiento de cualquier lesión o enfermedad relacionada con el trabajo, usted puede escoger cualquier médico, podiatra, quiropráctico o psicólogo (si es referido por médico autorizado) que esté autorizado y acepte pacientes de la Junta de Compensación Obrera. Sin embargo, si su patrono está autorizado a participar en una organización certificada de proveedores preferidos (PPO), usted deberá obtener tratamiento inicial para cualquier lesión o enfermedad relacionada con trabajo de la correspondiente entidad. Patronos que participan en cualquiera de estos programas establecidos por ley están obligados a proveer a sus empleados notificación escrita explicando sus derechos y obligaciones bajo el programa a que esté acogido.
5. Usted deberá requerir de su Médico que radique copias de informes médicos de su caso en la Junta de Compensación Obrera y en la compañía de seguros de su patrono, que indica al final de esta forma.
6. Usted tiene derecho a compensación si su lesión relacionada con el trabajo le impide trabajar por más de siete días, le obliga a trabajar a sueldo más bajo o resulta en incapacidad permanente de cualquier parte de su cuerpo. Usted puede tener derecho a servicios de rehabilitación si necesita ayuda para regresar al trabajo.
7. No pague a ningún proveedor médico directamente el tratamiento de su lesión o enfermedad relacionada con trabajo. Ellos deben enviar sus facturas al asegurador de su patrono. Si el caso es cuestionado, el proveedor deberá esperar hasta que la Junta decida el caso, antes de iniciar gestión de cobro alguna contra usted. Si usted no tramita su caso o la Junta falla que su lesión o enfermedad no está relacionada con el trabajo, usted podría ser responsable del pago de las facturas.
8. No es obligatorio el estar representado en ninguno de los procedimientos de la Junta, pero es un derecho que usted tiene el estar representado por abogado o por representante licenciado si usted así lo desea. Si es representado, no pague abogado o al representante licenciado. Cuando la Junta decida su caso, los honorarios serán determinados por la Junta descontados de sus beneficios.
9. Si tiene dificultad en conseguir un formulario de reclamación necesita ayuda para llenarlo o tiene dudas sobre cualquier situación relacionada con una lesión o enfermedad comuníquese con la oficina mas cercana de la Junta.

**CHAIR/PRESIDENTE  
Workers' Compensation Board**

Workers' Compensation benefits, when due, will be paid by (Los beneficios de Compensación Obrera, cuando debidos, serán pagados por):

Name, address and telephone number of licensed insurance carrier, authorized group self-insurer or main office of authorized self-insurer

**The Travelers Indemnity Company of America %  
TRAVELERS 1500 Market Street, West Tower, 29th Floor  
Philadelphia, PA 19102  
800-832-7839**

For Insurance Carriers ONLY: Policy No **UB9R7251862151K**

Policy in Force from **6/10/21** to **6/10/22**

Name of employer (Nombre del patrono)

**Energys**

**THIS NOTICE MUST BE POSTED  
CONSPICUOUSLY IN AND ABOUT THE  
EMPLOYER'S PLACE OR PLACES OF  
BUSINESS.**

Failure by an employer to post this notice in and about the employer's place or places of business may result in a \$250 penalty for each violation.


**Amherst Town Board**

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Youth & Recreation  
 Initiated by: **Mary Diana Pouli**  
 Co-Sponsored by:

DOC ID: 25264

**RESOLUTION 2022-118**
**ADOPTED**

## Asbestos Abatement and Remediation - Clearfield CRS# 3111

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Regional Environmental Demolition, Inc. for asbestos abatement and remediation of the lifeguard room at the Clearfield Community Center.

**1/18/2022**

Consent

**FINANCIAL IMPACT:**

KP2101.4972; \$4,320.00

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |



6281 Wendt Drive Niagara Falls New York 14304 · Office (716) 284-3366 Fax (716) 284-7331

11/10/21

**Town of Amherst**  
**5583 Main Street**  
**Williamsville, New York 14221**

**RE: Asbestos Abatement and Remediation of 130sqft of Floor Tile and Mastic located in Life Guard Room at 730 Hopkins Rd. Williamsville New York.**

*Regional Environmental Demolition Inc. is pleased to supply the following quote for the above noted project. Price includes legal disposal of all waste generated by scope of work below excluding Hazardous Waste. All work will be performed in accordance with all Local, State, Federal Rules and Regulations. ( OSHA, NYS DOL, DEC and EPA ).*

**Scope of Work:** 1. Asbestos Abatement and Remediation of 130sqft of Floor Tile and Mastic.

- NYS Asbestos Notification (NO FEE)
- Mobilization of Equipment and Crew
- NYS Prevailing Wage Applies
- Set up Decon and Critical Barriers for Floor Abatement
- Removal of 130sqft of Flooring and Mastic Removal
- Disposal of ACM
- Breakdown Containment Area after Final Air Results
- Demobilization

**Exclusions:**

Penalties, Liabilities, & Liquidated Damages  
 Overtime

**Conditions and Clarifications:**

RED Inc. will be reimbursed for delays caused by third party.

RED Inc. will commence work upon notice to Proceed

RED Inc. General Liability Insurance are as Follows: General Aggregate \$2mil, Each Occurrence \$2mil, Product and Completed Operations 2mil, Personal and Advertising Injury 2mil, Medical Expense 5k, Pollution Coverage 2mil, Microbial Substance Occurrence 1mil, Aggregate 2mil, Excess Umbrella Liability 5mil.

**Owners to Provide:**

Electric  
 Water

**Bonds/Insurance/Taxes:**

If Bond is required, the cost will be 3% of bid price

Sales Tax Exempt



6281 Wendt Drive Niagara Falls New York 14304 Office (716) 284-3366 Fax (716)284-7331

**Payment Terms:**

Net 30 days.

The release of retainage, if applicable, is due no later than thirty (30) days after the fulfillment of this agreement.

**Asbestos Abatement Total: \$4320.00**

Acceptance of this quote binds the authorized company to Regional Environmental Demolition, Inc. Terms & Conditions as per this page and the attached General Terms and Conditions and applicable sales tax. Should you have any questions or if we may be of further service to you, please do not hesitate to contact us directly at 716-284-3366.

Respectfully Submitted,

REGIONAL ENVIRONMENTAL DEMOLITION, INC.

A handwritten signature in black ink, appearing to read 'Enrico D. Liberale', is written over a horizontal line.

Enrico D. Liberale,  
Vice President

Should this proposal be acceptable, please sign below and return to Regional Environmental Demolition, Inc. along with the signed and initialed Terms and Conditions.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_



**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: Regional Environmental Demolition, Inc.  
 Signature: *[Signature]*  
 Print Name: BRICO D. LIBONCE  
 Title: V-P  
 Date: 12-17-21



Sworn To Before Me This

17<sup>th</sup> Day of December, 2021

*[Signature]*  
 Notary Public



### Addendum to Contract Major Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.
2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.
3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.
4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.
  - (a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.
  - (b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than \$1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and \$2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least \$5,000,000.00.
  - (c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.
  - (d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis.

Revised 12.30..19

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

- (a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
- (b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
- (c) Affirmative action as required by the Labor Law.
- (d) Prevention of dust hazard required by Labor Law Section 222-a.
- (e) Preference in employment of persons required by Labor Law Section 222.
- (f) Eight-hour workday as required by Labor Law Section 220(2).
- (g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
- (h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

Revised 12.30..19



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:

**Regional Environmental Demolition, Inc.**

Print Name of Company

By:

Signature

CARICO LIBENACE

Printed name

Date:

12-17-21

Agreed to and Accepted by:

**Town of Amherst**

By:

Brian J. Kulpa, Supervisor

Date:



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 12/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                      |                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Evans Insurance Agency<br>6460 Main Street<br>Suite 200<br>Williamsville NY 14221 | <b>CONTACT NAME:</b> Jeanne Kubicki, Senior Account Manager<br><b>PHONE (A/C, No, Ext):</b> (716) 562-3458 <b>FAX (A/C, No):</b> (716) 926-8690<br><b>E-MAIL ADDRESS:</b> jkubicki@evansagencyins.com |
| <b>INSURER(S) AFFORDING COVERAGE</b>                                                                 |                                                                                                                                                                                                       |
| <b>INSURER A:</b> Great Divide Insurance Co.                                                         | <b>NAIC #</b> 25224                                                                                                                                                                                   |
| <b>INSURER B:</b> Cincinnati Insurance Co                                                            | 10677                                                                                                                                                                                                 |
| <b>INSURER C:</b>                                                                                    |                                                                                                                                                                                                       |
| <b>INSURER D:</b>                                                                                    |                                                                                                                                                                                                       |
| <b>INSURER E:</b>                                                                                    |                                                                                                                                                                                                       |
| <b>INSURER F:</b>                                                                                    |                                                                                                                                                                                                       |

**COVERAGES** **CERTIFICATE NUMBER:** 21-22 Master all **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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>                                   |           |          | ECP2003873-20 | 09/30/2021              | 09/30/2022              | EACH OCCURRENCE \$ 2,000,000                                                    |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000                            |
|          | <input checked="" type="checkbox"/> Includes Contractual                                                  |           |          |               |                         |                         | MED EXP (Any one person) \$ 5,000                                               |
|          | <input checked="" type="checkbox"/> Contractors Pollution Liability                                       |           |          |               |                         |                         | PERSONAL & ADV INJURY \$ 2,000,000                                              |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                        |           |          |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000                                                  |
|          | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |               |                         |                         | PRODUCTS - COM/PROP AGG \$ 2,000,000                                            |
|          | OTHER:                                                                                                    |           |          |               |                         |                         | Contr Pollution Liability \$ 2,000,000                                          |
| B        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>                                           |           |          | EBA 0590526   | 09/30/2021              | 09/30/2022              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                                |
|          | <input checked="" type="checkbox"/> ANY AUTO                                                              |           |          |               |                         |                         | BODILY INJURY (Per person) \$                                                   |
|          | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY   |           |          |               |                         |                         | BODILY INJURY (Per accident) \$                                                 |
|          | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                   |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                                               |
|          |                                                                                                           |           |          |               |                         |                         | \$                                                                              |
| A        | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR                   |           |          | FFX2006563-19 | 09/30/2021              | 09/30/2022              | EACH OCCURRENCE \$ 5,000,000                                                    |
|          | <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE               |           |          |               |                         |                         | AGGREGATE \$ 5,000,000                                                          |
|          | DED <input checked="" type="checkbox"/> RETENTION \$ 0                                                    |           |          |               |                         |                         | \$                                                                              |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                      |           |          | WCA153500420  | 09/30/2021              | 09/30/2022              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               | Y/N       |          |               |                         |                         | E.L. EACH ACCIDENT \$ 1,000,000                                                 |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                    | Y         | N/A      |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000                                         |
|          |                                                                                                           |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                        |
| B        | Leased/Rented Contractors Equipment                                                                       |           |          | ENP 0590516   | 09/30/2021              | 09/30/2022              | Limit: \$100,000<br>Deductible: \$1,000                                         |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

Town of Amherst  
 1615 Amherst Manor Dr  
 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





Workers'  
Compensation  
Board

## CERTIFICATE OF INSURANCE COVERAGE

### NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

#### PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

|                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1a. Legal Name &amp; Address of Insured (use street address only)</p> <p>REGIONAL ENVIRONMENTAL DEMOLITION INC</p> <p>6281 WENDT DR<br/>NIAGARA FALLS, NY 14304</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p> | <p>1b. Business Telephone Number of Insured</p> <p>716-284-3366</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number</p> <p>270472838</p>                                                                                  |
| <p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Town of Amherst<br/>1615 Amherst Manor Dr<br/>Williamsville, NY 14221</p>                                                                                                                          | <p>3a. Name of Insurance Carrier</p> <p><b>ShelterPoint Life Insurance Company</b></p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>DBL648625</p> <p>3c. Policy effective period</p> <p style="text-align: center;">10/01/2021 to 09/30/2022</p> |

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 12/17/2021 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 emailed to PAU@wcb.ny.gov or it can 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 4B, 4C or 5B have 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 (Article 9 of the Workers' Compensation Law) with respect to all of their 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 (12-21)





## 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 NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) 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 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 NYS 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 Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.**

### NYS 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 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 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.

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

|                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1a. Legal Name &amp; Address of Insured (Use street address only)</b><br><br>Regional Environmental Demolition Inc and CR Development Inc<br>6281 Wendt Dr<br>Niagara Falls, NY 14304<br><br><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i> | <b>1b. Business Telephone Number of Insured</b><br>(716)284-3366 Ext.7162843366<br><br><b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b><br><br><b>1d. Federal Employer Identification Number of Insured or Social Security Number</b><br>270472838                                                                                                                                                           |
| <b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b><br><br>Town of Amherst<br>1615 Amherst Manor Drive<br>Williamsville, NY 14221                                                                                                                                                | <b>3a. Name of Insurance Carrier</b><br>Great Divide Insurance Co.<br><br><b>3b. Policy Number of entity listed in box "1a"</b><br>WCA153500420<br><br><b>3c. Policy effective period</b><br><br>9/30/2021 to 9/30/2022<br><br><b>3d. The Proprietor, Partners or Executive Officers are included. (Only check box if all partners/officers included)</b><br><input type="checkbox"/> 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.**

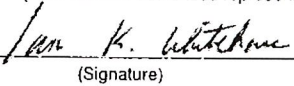
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

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: Ian K. Whitehouse  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  December 22, 2021  
(Signature) (Date)

Title: Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: (716) 549-2000

**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT**

Attachment: Regional Environmental Demolition Inc (RES-2022-118 : Asbestos Abatement and Remediation - Clearfield CRS# 3111)

authorized to issue it.

C-105.2 (9-17)

[www.wcb.ny.gov](http://www.wcb.ny.gov)

Attachment: Regional Environmental Demolition Inc (RES-2022-118 : Asbestos Abatement and Remediation - Clearfield CRS# 3111)



## 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.


**Amherst Town Board**

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Youth & Recreation  
 Initiated by: **Mary Diana Pouli**  
 Co-Sponsored by:

DOC ID: 25267

**RESOLUTION 2022-119**
**ADOPTED**

## CIP Amendment - YR 11A

Amend the 2022-2027 approved CIP to move the Northtown Center Floor & Mechanical System Replacement (YR-11A) from 2024 to 2022, due to deteriorating conditions.

**1/18/2022**

Consent

**FINANCIAL IMPACT:**

2022 CIP allocation increases to \$3,900,000.00. 2024 CIP allocation decreases to \$0.00.

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>           |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | 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

MARY-DIANA POULI, Executive Director

MARK FORDEN  
Chairperson, Youth Board

TIMOTHY GARDNER  
Chairperson, Rec Commission

January 10, 2022  
**AGENDA – January 18, 2022**

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

RE: **Capital Improvement Program Amendments  
CIP Project No. YR-11A 2022 - 2027: Northtown Center Floor &  
Mechanical System Replacement**

Councilmembers:

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

| <b>CIP No.</b> | <b>Project Description</b>                             | <b>Current CIP Allocation</b> | <b>Amended Allocation</b> |
|----------------|--------------------------------------------------------|-------------------------------|---------------------------|
| YR-11A (2024)  | Northtown Center Floor & Mechanical System Replacement | \$0                           | \$3,900,000 (2024)        |
| YR-11A (2022)  | Northtown Center Floor & Mechanical System Replacement | \$3,900,000                   | \$0 (2024)                |
|                | <b>Total (2022 CIP)</b>                                | <b>\$3,900,000</b>            | <b>\$0</b>                |

Attachment: CIP Amendment YR 11A (RES-2022-119 : CIP Amendment - YR 11A)

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

Very truly yours,

Mary Diana Pouli  
Executive Director

cc: Brian J. Kulpa, AIA, Supervisor  
Councilmembers  
Stanley J. Sliwa, Esq., Town Attorney  
Lynda L. Juul – Director of Finance  
Daryl Bramer – Comptroller  
Dan Howard – Planning Director  
Kim Amplement - Planner

Attachment: CIP Amendment YR 11A (RES-2022-119 : CIP Amendment - YR 11A)

Sent via email, 11 January 2022

Good Morning Supervisor Kulpa and Honorable Councilmembers;

I would like to request your support on a CIP amendment to repair the Feature Rink and Rink #1 ice making system at the Northtown Center. Presently, the underfloor heating system has failed on the Feature Rink and through our investigative work in 2021 we have found that the system is beyond repair. Consequently, we are running the system at risk, meaning permafrost can build up and cause heaving on the floor resulting in critical failure, then we would have to shut down the ice rink because it will be unusable. The underfloor heating system is underneath approximately 5" of concrete, 3" of insulation and 6" of sand making it impossible to not only get to the system of piping but also locate where the leak may be (I have attached a drawing below for your review). I would also like to point out the system is just over 25 years old.

Therefore, the entire infrastructure of the Feature Rink will need to go through a demolition and rebuild. As such, the current system utilizes R-22 gas and contains roughly 24,000 lbs. R-22 is an ozone depleting gas and EPA regulations required a ban on the production and import of R-22 refrigerant as on January 1, 2020. Phase 1 of the project will be to construct a new ice plant that serves the Feature Rink and Rink #1 and then rebuild Feature Rink as previously mentioned. We are currently investigation using a CO2 system that is entirely non-toxic and is an environmentally friendly refrigerant with net zero greenhouse gas effect.

We are requesting a CIP amendment for the January 18, 2022 board meeting to move the \$3.9m allocated in 2024 to the current year 2022. In future meetings we will be requesting support of the map, plan and report and then bonding of the \$3.9m

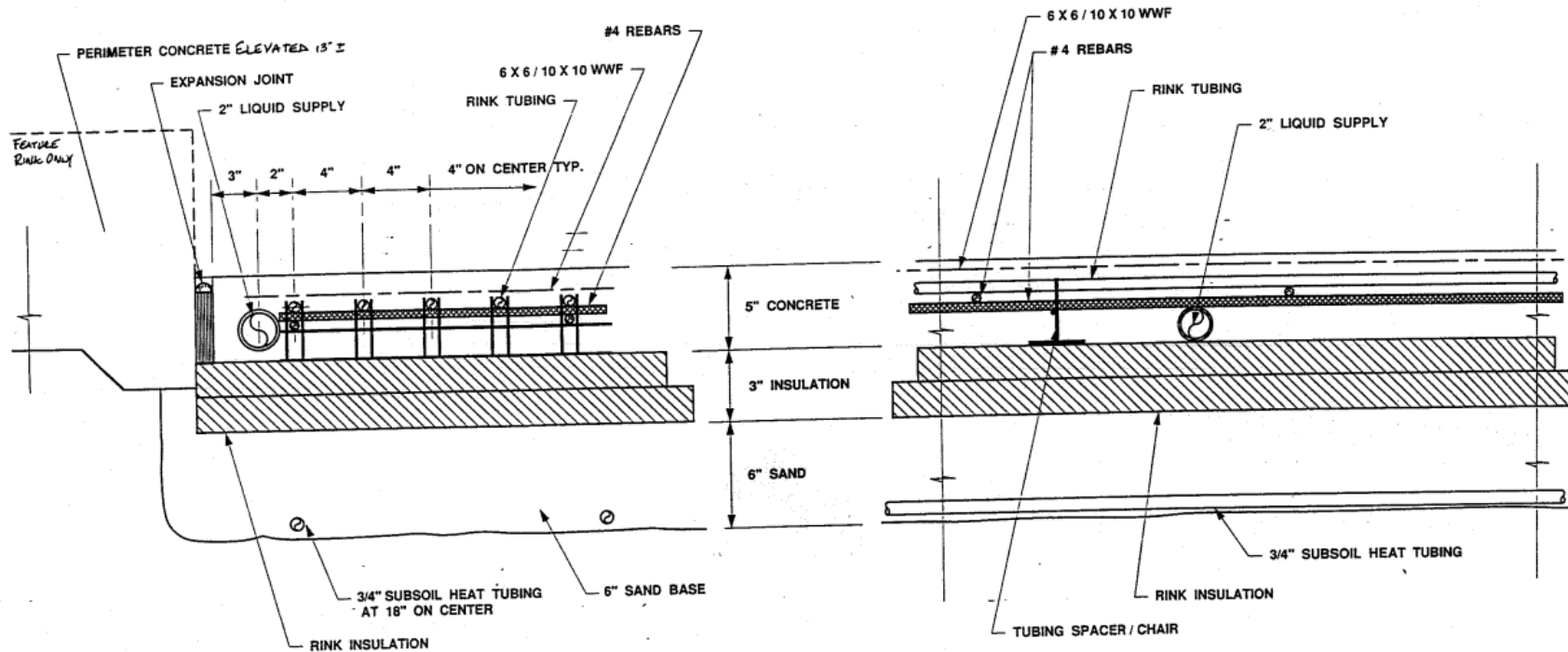
I have discussed the project with Supervisor Kulpa and at his request he ask that I contact you and describe the severity of the current situation. If you have any questions please do not hesitate to contact me at (716) 207-2227. Thank you for your support.

Eric

*Eric W. Guzdek*

Eric W. Guzdek, CIRM  
Recreation Specialist  
Town of Amherst Youth & Recreation Department  
Northtown Center at Amherst – General Manager  
1615 Amherst Manor Drive  
Williamsville, NY 14221  
Office: 716.631.7132 ext. 7512  
Fax: 716.631.7562  
Email: [eguzdek@amherst.ny.us](mailto:eguzdek@amherst.ny.us)  
Web: [www.northtowncenteratamherst.com](http://www.northtowncenteratamherst.com)

Attachment: YR-11A Background (RES-2022-119 : CIP Amendment - YR 11A)





## Amherst Town Board

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Town Clerk  
 Initiated by: **Kathleen Cooper**  
 Co-Sponsored by:

DOC ID: 22856

### RESOLUTION 2021-153

### PUBLIC HEARING

## 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 28<sup>th</sup> Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

|                  |                                      |                                |
|------------------|--------------------------------------|--------------------------------|
| <b>RESULT:</b>   | <b>PUBLIC HEARING [UNANIMOUS]</b>    | <b>Next: 2/28/2022 7:00 PM</b> |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |                                |
| <b>SECONDER:</b> | Jacqueline Berger, Deputy Supervisor |                                |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |                                |



# TOWN OF AMHERST

## TOWN CLERK'S OFFICE

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

13.1.a

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

Date: March 2, 2021

MAR03/21 PM 1:05 RCVD

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:

Joseph J. Harshech

2180 North Forest Rd

Rosemary Blando

2180 North Forest Rd

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

13.1.a

5583 Main Street  
Williamsville, New York 14221  
Phone: (716) 631-7038  
[www.amherst.ny.us](http://www.amherst.ny.us)  
[dmarrano@amherst.ny.us](mailto: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**

---

|                     |                                                               |                           |
|---------------------|---------------------------------------------------------------|---------------------------|
| <b>Lead Agency:</b> | Town of Amherst<br>Town Board                                 | <b>Project:</b> Z-2020-06 |
| <b>Address:</b>     | 5583 Main Street<br>Williamsville, NY 14221<br>(716) 631-7051 | <b>Date:</b>              |

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.

|                               |                                                                                                               |
|-------------------------------|---------------------------------------------------------------------------------------------------------------|
| <b>Title of Action:</b>       | Rezoning Request.                                                                                             |
| <b>SEQR Status:</b>           | Type I                                                                                                        |
| <b>Description of Action:</b> | Rezoning of 2.35± acres of land from NCD-SA to NCD-ND to allow a proposed 2-story, 8-unit apartment building. |
| <b>Location:</b>              | 2160 & 2170 North Forest Road (NCD), Town of Amherst, Erie County, New York                                   |
| <b>Petitioner:</b>            | Coromandel Estates Amherst, LLC                                                                               |

DRAFT Negative Declaration - Z-2020-06

date

Page 2

### **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.

## DRAFT Negative Declaration - Z-2020-06

date

Page 3

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\Rezoning\2020\Z-2020-06\_(2160 &amp; 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 &amp; 2170\_2.22.21 (RES-2021-153 : 2160 &amp; 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

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**



## 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 . .

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.

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.

Honorable Town Board

Reclassify land from NCD-SA to NCD-ND;  
property located at 2160 & 2170 North  
Forest Road. Agenda of February 22, 2021

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.

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.



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.

Honorable Town Board

Reclassify land from NCD-SA to NCD-ND;  
property located at 2160 & 2170 North  
Forest Road. Agenda of February 22, 2021

- 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.**

Honorable Town Board

Reclassify land from NCD-SA to NCD-ND;  
property located at 2160 & 2170 North  
Forest Road. Agenda of February 22, 2021

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.

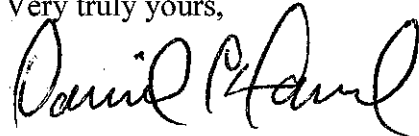
**SEQR**

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\Rezoning\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

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)

JAN 28 '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 SEQRA 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:

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

PETITIONER

Coromandel Estates Amherst LLC

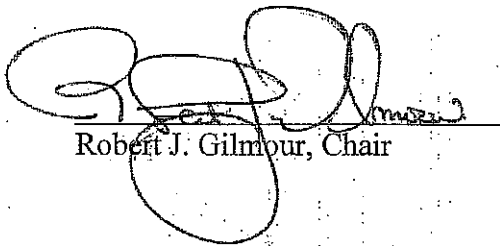
PROPERTY LOCATION

2160 &amp; 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

1/28/21  
Date

EK/ac

X:\Current\_Planning\Files\Rezoning\2020\Z-2020-06\_(2160 &amp; 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



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



Applicant: ( ) mandel 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/acre or fraction  
thereof over 2 acres**

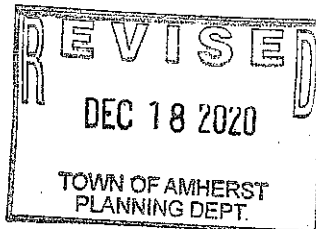
\$250.00

**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**

[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.]

**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

**REZONING, and if required COMPREHENSIVE PLAN AMENDMENT APPLICATION (con't) Page 3****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 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.

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.

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

Greenspace and landscaping will be privately owned and maintained.

\_\_\_\_\_

**16. Basis for Findings (Sec. 8-3-5 of the Town Zoning Code) (Attach sheets and supplemental materials as necessary.)****A. The proposed zoning and development plan must be generally consistent with the policies of the Comprehensive Plan and the Town Zoning Ordinance.**

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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.

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:

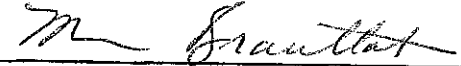
The undersigned swears or affirms that all statements made herein are true, that all drawings submitted correctly show the situation involved in this petition.

[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.

2. For the purpose of this section an officer or employee shall be deemed to have an interest in the applicant when he, his spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them
  - (a) is the applicant, or
  - (b) is an officer, director, partner or employee of the applicant, or
  - (c) legally or beneficially owns or controls stock of a corporate applicant or is a member of a partnership or association applicant, or
  - (d) is a party to an agreement with such an applicant, express or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable approval of such applicant, petition or request.
3. In the county of Nassau the provisions of subdivisions one and two of this section shall also apply to a party officer. "Party Officer" shall mean any person holding any position or office, whether by election, appointment or otherwise, in any party as defined by subdivision four or section two of the election law.
4. Ownership of less than five per cent of the stock of a corporation whose stock is listed on the New York or American Stock Exchanges shall not constitute an interest for the purposes of this section.
5. A person who knowingly and intentionally violates this section shall be guilty of a misdemeanor.

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

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

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**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: August18, 2020Signature: Allen Guerin 08/19/2020  
Print Name: Allen GuerinDate: August18, 2020Signature: Kristen Guerin 08/19/2020  
Print Name: Kristen Guerin



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**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”**

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Amended Part 1 of Full  
Environmental Assessment Form  
with Attachments

**Full Environmental Assessment Form**  
**Part 1 - Project and Setting**

Date: December 17, 2020

**Instructions for Completing Part 1**

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

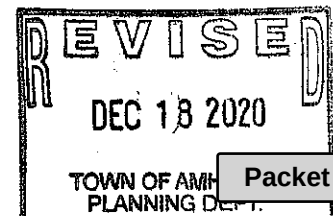
**Part 1 is to be completed by the applicant or project sponsor.** Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

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 1 is accurate and complete.

**A. Project and Applicant/Sponsor Information.**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                           |                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|-----------------|
| Name of Action or Project:<br>Proposed Multifamily Project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                           |                 |
| Project Location (describe, and attach a general location map):<br>2160 and 2170 North Forest Road - Town of Amherst - Erie County                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                           |                 |
| Brief Description of Proposed Action (include purpose or need):<br>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:<br>Coromandel Estates Amherst LLC c/o Sean Hopkins, Esq.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Telephone: 716.510-4338<br>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):<br>Same as Above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Telephone:<br>E-Mail:                                     |                 |
| Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                           |                 |
| City/PO:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | State:                                                    | Zip Code:       |
| Property Owner (if not same as sponsor):<br>Allen and Kristen Guerin                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Telephone:<br>E-Mail:                                     |                 |
| Address:<br>270 Rosedale Boulevard                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                           |                 |
| City/PO: Amherst                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | State: NY                                                 | Zip Code: 14226 |



**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, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>or Village Board of Trustees | Town of Amherst Town Board - Reclassification<br>NCD Property and Amend. of Audubon Dev. Plan | August 24, 2020                                                     |
| b. City, Town or Village <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Planning Board or Commission     | Planning Board - Site Plan Approval                                                           | To be Determined                                                    |
| c. City, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Village Zoning Board of Appeals          |                                                                                               |                                                                     |
| d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                      | Building Dept. - Building and Floodplain Permits;<br>Stormwater Permit - Eng. Dept.           | To be Determined                                                    |
| e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                           | ECDPW - Curb cut onto North Forest Road;<br>ECWA - Water                                      | To be Determined                                                    |
| f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                         |                                                                                               |                                                                     |
| g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                            | NYSDEC - DSCA and SPDES Permit and<br>NYSOPRHP - Cultural resource review                     | To be Determined                                                    |
| h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                          |                                                                                               |                                                                     |
| i. Coastal Resources.                                                                                                            |                                                                                               |                                                                     |
| i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?                            |                                                                                               | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?                         |                                                                                               | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| iii. Is the project site within a Coastal Erosion Hazard Area?                                                                   |                                                                                               | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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):

**C.3. Zoning**

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance.  
If Yes, what is the zoning classification(s) including any applicable overlay district?  
The zoning classification of the Project Site is NCD-SA.

☒ Yes ☐ No

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?

iii. Number of lots proposed?

☐ Yes ☐ No

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:

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

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

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☒ No  
 If Yes,

- Total number of structures \_\_\_\_\_
- Dimensions (in feet) of largest proposed structure: \_\_\_\_\_ height; \_\_\_\_\_ width; and \_\_\_\_\_ length
- 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,

- Purpose of the impoundment: Stormwater management.
- 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.
- If other than water, identify the type of impounded/contained liquids and their source. \_\_\_\_\_
- Approximate size of the proposed impoundment. Volume: TBD million gallons; surface area: 0.3 acres
- Dimensions of the proposed dam or impounding structure: n/a height; \_\_\_\_\_ length
- 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:

- What is the purpose of the excavation or dredging? \_\_\_\_\_
- 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? \_\_\_\_\_
- Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. \_\_\_\_\_
- Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No  
 If yes, describe. \_\_\_\_\_
- What is the total area to be dredged or excavated? \_\_\_\_\_ acres
- What is the maximum area to be worked at any one time? \_\_\_\_\_ acres
- What would be the maximum depth of excavation or dredging? \_\_\_\_\_ feet
- Will the excavation require blasting? ☐ Yes ☐ No
- 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:

- 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 or the United States Army Corps of Engineers located on the Project Site.



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 Plant 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

- 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<sub>2</sub>)
- \_\_\_\_\_ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)
- \_\_\_\_\_ Tons/year (short tons) of Perfluorocarbons (PFCs)
- \_\_\_\_\_ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)
- \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
- \_\_\_\_\_ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

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

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

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: \_\_\_\_\_

☐ Yes ☒ No

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<br>Covertype                                                                 | Current<br>Acreage | Acreage After<br>Project Completion | Change<br>(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<br>(includes active orchards, field, greenhouse etc.)                     | 0                  | 0                                   | 0                     |
| • Surface water features<br>(lakes, ponds, streams, rivers, etc.)                        |                    |                                     |                       |
| • Wetlands (freshwater or tidal)                                                         | 0                  | 0                                   | 0                     |
| • Non-vegetated (bare rock, earth or fill)                                               | 0                  | 0                                   | 0                     |
| • Other<br>Describe: <u>lawn/landscaping</u>                                             |                    | 0.3                                 | +1.4                  |



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
- ☐ Yes – Environmental Site Remediation database
- ☐ Neither database

Provide DEC ID number(s): \_\_\_\_\_

Provide DEC ID number(s): \_\_\_\_\_

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? If yes, provide DEC ID number(s): \_\_\_\_\_

☐ Yes ☒ No

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): \_\_\_\_\_

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: \_\_\_\_\_

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? If yes, give a brief description of how the proposed action may affect that use:

☐ Yes ☒ No

### 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:

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 five 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 6 NYCRR 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

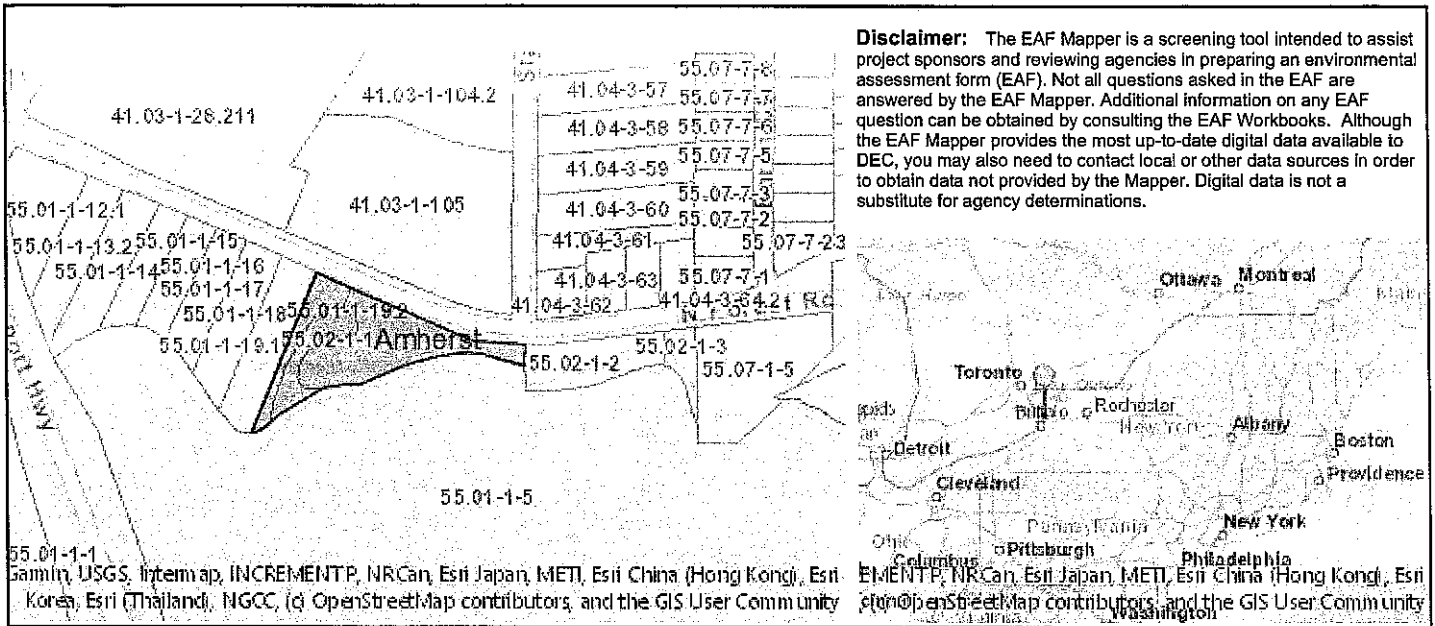
Signature \_\_\_\_\_

Title Counsel for Project Sponsor

PRINT FORM

## EAF Mapper Summary Report

Monday, August 17, 2020 7:45 AM



|                                                                                    |                                                                                                                                   |
|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| 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                              |

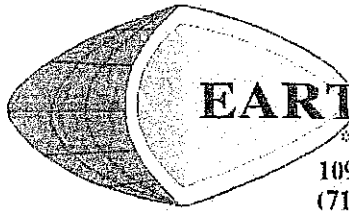


|                                                                                |                                                                                  |
|--------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| 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                                                                               |

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**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**

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# EARTH DIMENSIONS, INC.

\* Soil & Hydrogeologic Investigations \* Wetland Delineations  
1091 Jamison Road, Elma NY 14059  
(716) 655-1717 \* Fax (716) 655-2915 [www.earthdimensions.com](http://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](mailto:slivingstone@earthdimensions.com).

Very truly yours,  
Earth Dimensions, Inc.

  
Scott J. Livingstone  
Wetlands Operations Manager

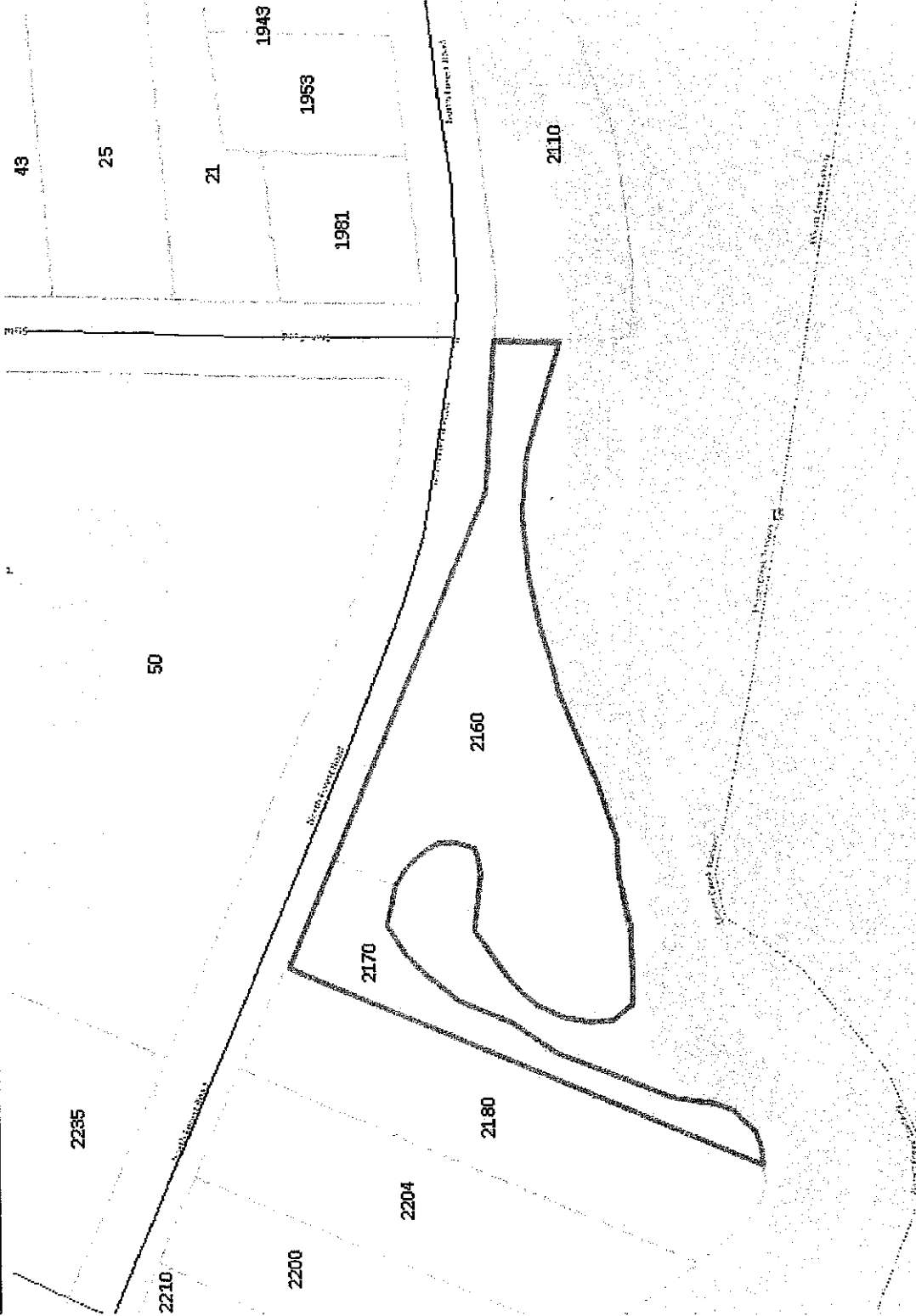
Encl.

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



Toronto  
Hamilton  
London  
Burlington  
Rochester



## Legend

- Parcels
- Streets and Highways
  - Interstate
  - Primary State Road
  - Secondary State Road
  - County Road
  - Local Road

0.04 0.1 Miles

IGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
THIS MAP IS NOT TO BE USED FOR NAVIGATION

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.

1: 2,257

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**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**

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## 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](mailto:Josalyn.Ferguson@parks.ny.gov).

Sincerely,

Josalyn Ferguson, Ph.D.  
Scientist Archaeology

*via email only*

---

**Exhibit 3 – Legal Description of  
Property to be Reclassified from  
NCD-SA to NCD-ND**

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**EXHIBIT 3 OF AMENDED APPLICATION**

**LEGAL DESCRIPTION OF PROPERTY TO BE RECLASSIFIED 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.

---

**Exhibit 4 – Reduced Size Copy of Survey of  
2160 and 2170 North Forest Road as Prepared  
by GPI Surveying dated July 13, 2020**

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SURVEY OF  
PART OF LOT 68, TOWNSHIP 12, RANGE 7  
HOLLAND LAND COMPANY  
TOWN OF AMHERST, ERIE COUNTY, NEW YORK

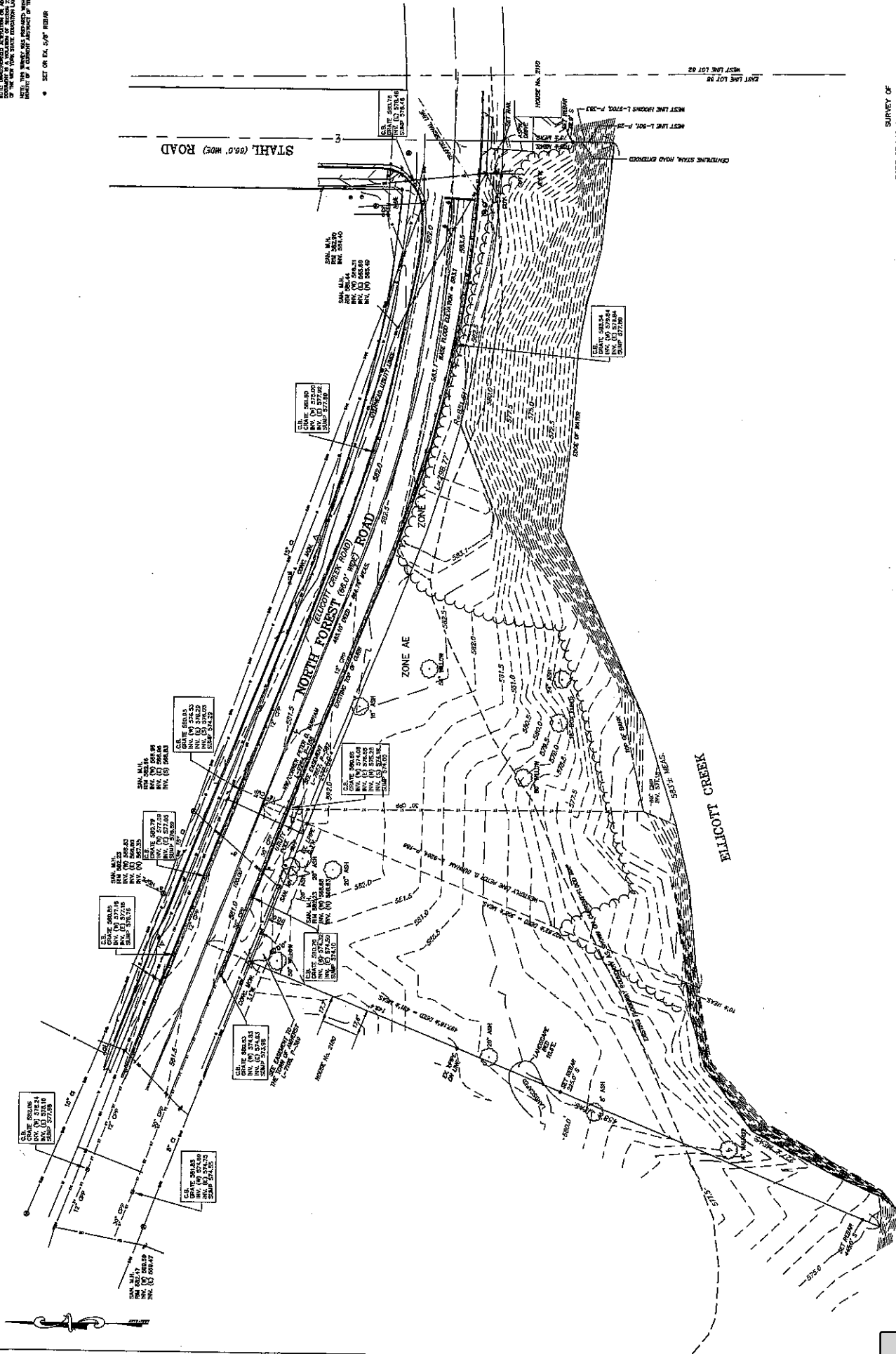
EQUITY TITLE REPORT No. E10-107501 EXCEPTIONS  
EASMENT TO THE TOWN OF AMHERST L-7105, P-303 -- AS SHOWN  
EASMENT TO NEW YORK TELEPHONE COMPANY L-7152, P-307 -- AS SHOWN

REFERENCES:  
SEE SURVEY PREPARED BY GORDON & BROOKHURST ASSOCIATES JOB NO. 2-10-219  
SEE SURVEY PREPARED BY GORDON & BROOKHURST ASSOCIATES JOB NO. 2-24-219  
LETTER OF MAP REVISION (LOWE) CASE NO. 85-03-0139 DATED 1/1/76  
FLOOD INSURANCE RATE MAP NUMBER 30029C00004M DATED JUNE 7, 2018\*  
\*MAP NUMBER 30029C00004M DATED 6/7/19 SUPERSEDES LOWE CASE NO. 85-02-02

UPDATE SURVEY AND TOPOGRAPHY  
RE-SURVEY  
REVISED FLOODWAY BOUNDARY

**Packet Pg. 903**

Attachment: Z-2020-06\_TB letter\_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)





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**Exhibit 5 – Responses to Questions  
11A & 11B of the Rezoning Application**

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**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

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.

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**Exhibit 6 – Responses to Questions 16A, 16B,  
16D & 16E of the Rezoning Application**

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**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.<sup>1</sup> 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

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<sup>1</sup> 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.



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:

- 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

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.

- 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.

**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.



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**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]**

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**Exhibit 8 – Reduced Size Copy  
of the Previous Concept Site Plan as Prepared  
by Carmina Wood Morris DPC  
[Drawing C-100 – Date: August 2020]**

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**Exhibit 9 - Color Copy of Figure 6 of the  
Adopted Bicentennial Comprehensive Plan  
(titled “Conceptual Land Use Plan”)**

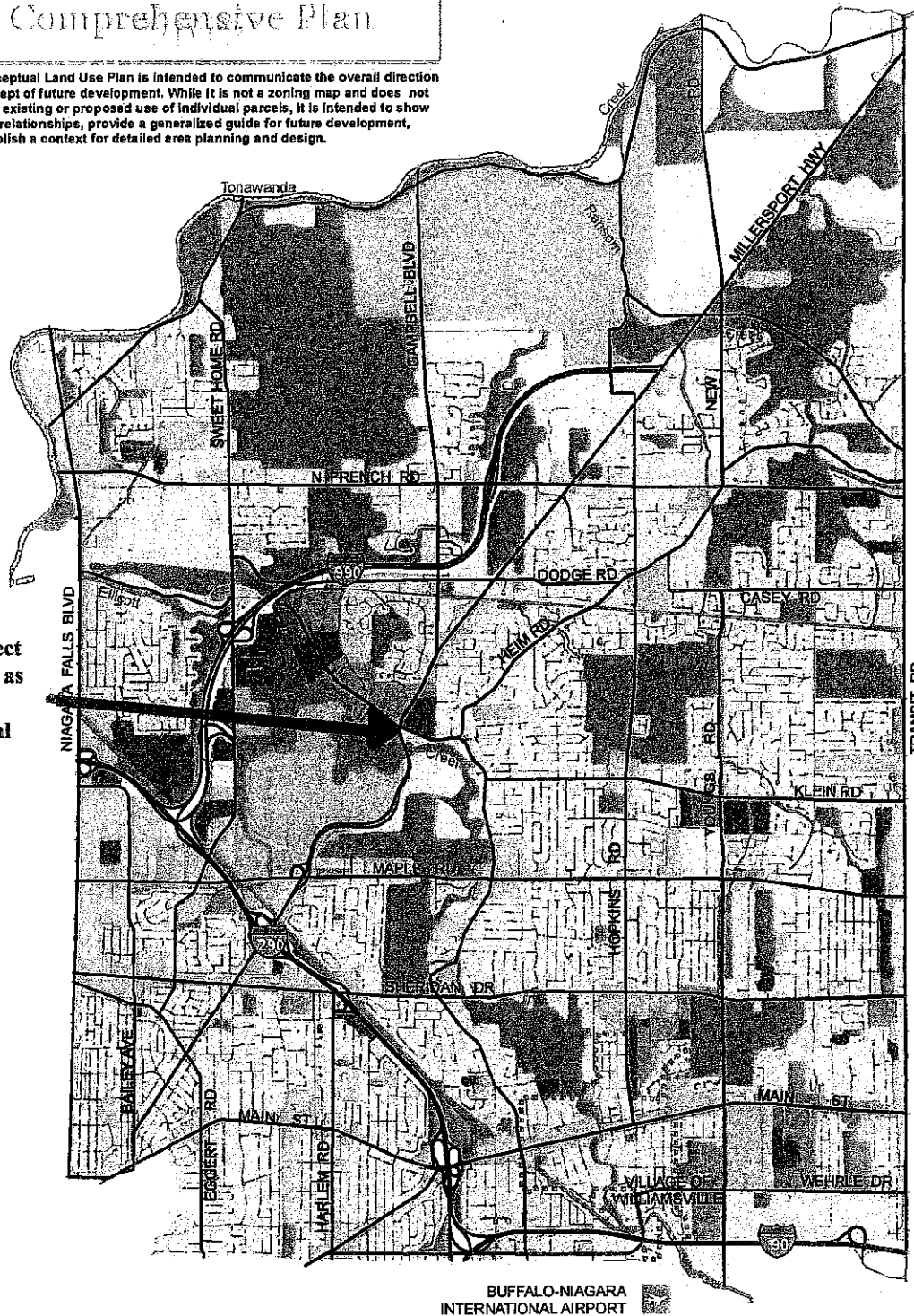
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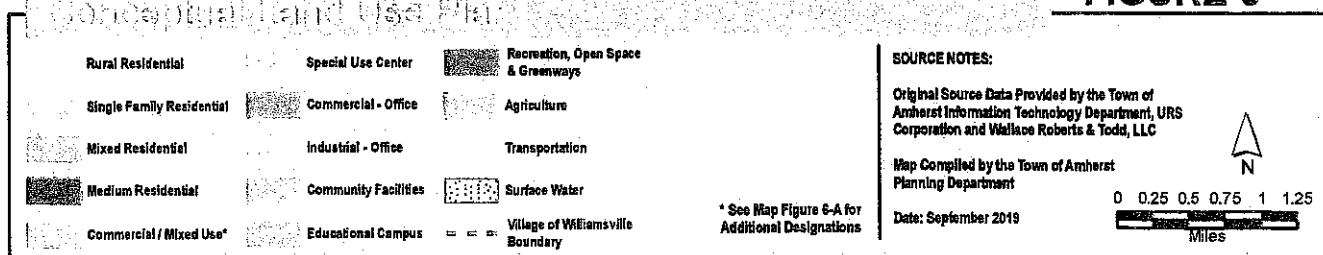
# Town of Amherst Bicentennial Comprehensive Plan

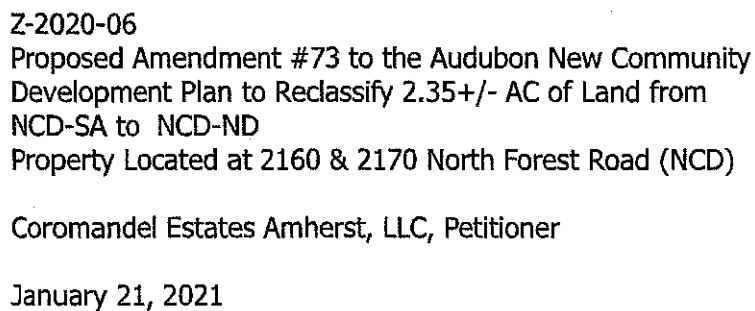
The Conceptual Land Use Plan is intended to communicate the overall direction and concept of future development. While it is not a zoning map and does not show the existing or proposed use of individual parcels, it is intended to show land use relationships, provide a generalized guide for future development, and establish a context for detailed area planning and design.

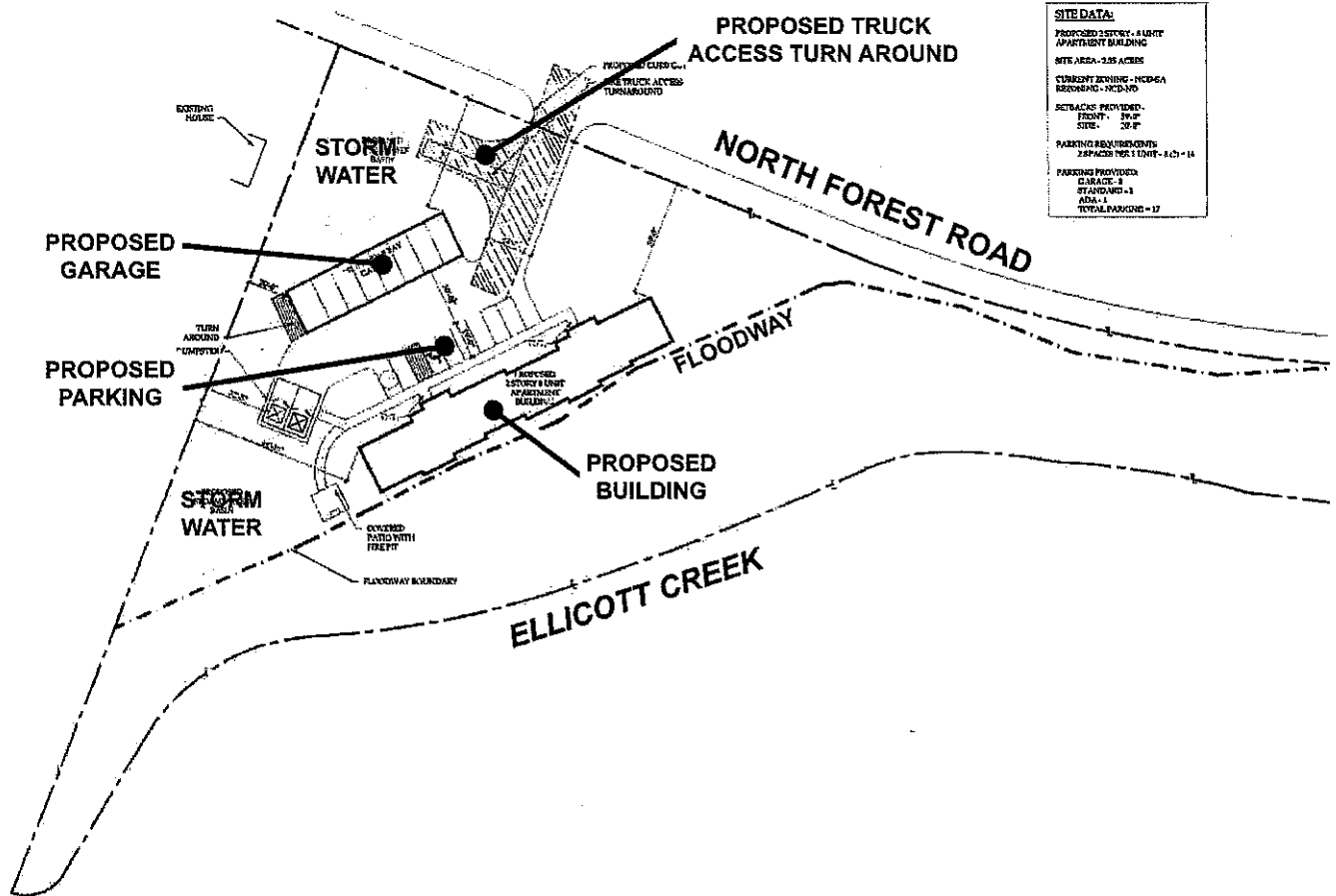
Location of Project Site - Designated as Appropriate for Mixed Residential Use



**FIGURE 6**





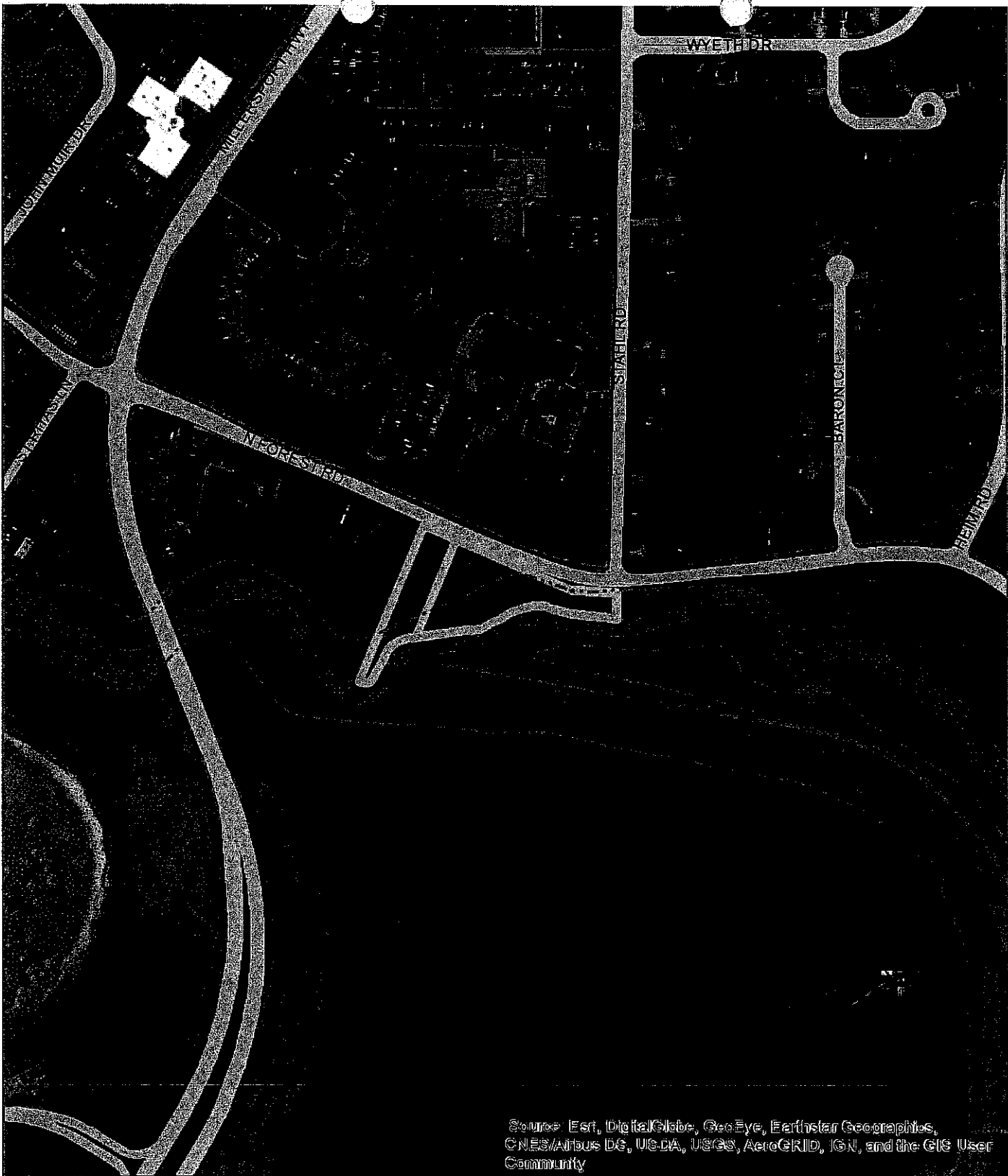


CONCEPT PLAN

Z-2020-06  
 2160 & 2170 North Forest Road  
 Received: 12/21/20



Packet Pg. 921



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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

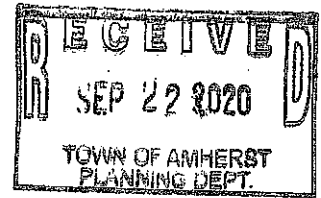
Floodway Boundary



Prepared by the Town of Amherst Planning Department

Packet Pg. 922





September 15, 2020

Ms. Ellen Kost  
Associate Planner  
Town of Amherst Planning Department  
5583 Main Street  
Williamsville, NY 14221

**RE: PROPOSED AMENDMENT #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.

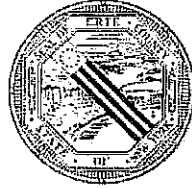
Sincerely,

Thomas R. Matuski  
Assistant Superintendent for Finance & Management Services

TRM/lld

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





# COUNTY OF ERIE

**MARK C. POLONCARZ**

COUNTY EXECUTIVE

William E. Geary, Jr.,  
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS  
RATH BUILDING 14<sup>TH</sup> 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.

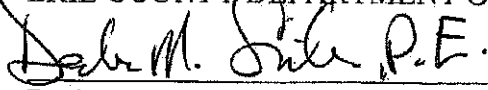
## Traffic Concerns

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.

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 Denneë, 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 | 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](mailto:shopkins@hsr-legal.com)



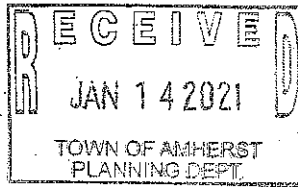
Department of  
 Environmental  
 Conservation



Z-2020-06



Town of Amherst Planning Department



Erie County, New York



13.1.d

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

**MEMORANDUM**

December 18, 2020

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

**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\Rezoning\2006Z-2006-06 (9290\_Transit\_Rd)\_2006Z-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

Packet Pg. 927



Town of Amherst Planning Department



13.1.d

Erie County, New York

RECEIVED

DEC 21 2020

TOWN ATTORNEY December 18, 2020

Brian J. Kulpa  
Supervisor

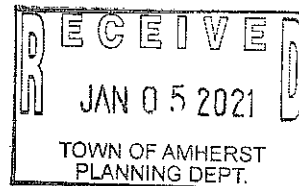
Daniel C. Howard, AICP  
Planning Director

Ellen M. Kost, AICP  
Assistant Planning Director

# MEMORANDUM

TO:

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



FROM:

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

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\Rezoning\2006Z-2006-06\_(9250\_Transit\_Rd)\_2006Z-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





# Amherst

Town of Amherst Planning Department

Erie County, New York

RECEIVED

DEC 21 2020

Brian J. Kulpa  
Supervisor

Daniel C. Howard, AICP  
Planning Director

Ellen M. Kost, AICP  
Assistant Planning Director

TOWN ATTORNEY December 18, 2020

MEMORANDUM

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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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? *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).

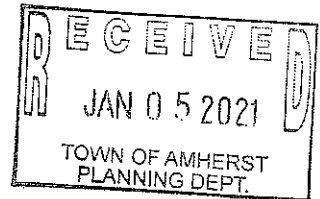
Signature: *[Signature]* Date: *12/29/20*

EK/jfa

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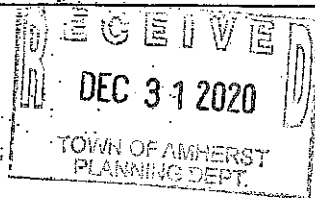
cc:

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





Town of Amherst Planning Department



Erie County, New York



13.1.d

Brian J. Kulpa  
Supervisor

Daniel C. Howard, AICP  
Planning Director

Ellen M. Kost, AICP  
Assistant Planning Director

# MEMORANDUM

December 18, 2020

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

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

TO: Ellen Kost  
 From: Dave Marrano  
 12/23/20  
 Sep  
 Be/20

## 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: [Signature] Date: 12/23/20

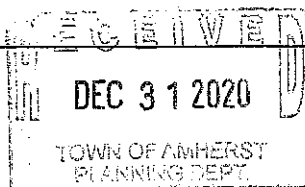
EK/jfa

X:\Current\_Planning\Files\Rezoning\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  
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Town of Amherst Planning Department



Erie County, New York



13.1.d

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  
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Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent  
Integrated Review Coordinator, ECDEP  
ECHWY  
NYSDEC  
Williamsville Central School District

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

SUBJECT: PROPOSED AMENDMENT #73 TO THE AUDUBON NEW COMMUNITY DEVELOPMENT  
PLAN TO RECLASSIFY 2.35± ACRES OF LAND FROM NCD-SA TO NCD-ND; PROPERTY  
LOCATED AT 2160 and 2170 NORTH FOREST ROAD (NCD); COROMANDEL ESTATES  
AMHERST, LLC, PETITIONER. Z-2020-06

## REVISED APPLICATION AND CONCEPT PLAN:

Received December 18, 2020

### REVIEW:

Do you agree with all statements made? 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: [Signature] Date: 12/30/20

EK/jfa

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cc: Scott Marshall, Principal Planner  
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David Pawlik, Creative Structures Services, 550 Seneca St., Suite 100, Buffalo NY 14204



Town of Amherst Planning Department

RECEIVED  
Williamsville Central School District

Erie County, New York



13.1.d

Brian J. Kulpa  
Supervisor

Daniel C. Howard, AICP  
Planning Director

Ellen M. Kost, AICP  
Assistant Planning Director

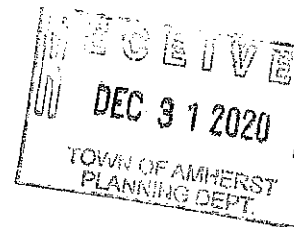
DEC 23 2020

Asst Superintendent for  
Finance & Management Services

December 18, 2020

# MEMORANDUM

TO: Daniel Ulatowski, Principal Planner  
Dave Marrano, Town Assessor  
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Jeffrey Burroughs, Town Engineer  
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—Williamsville Central School District



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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

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cc: Scott Marshall, Principal Planner  
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David Pawlik, Creative Structures Services, 550 Seneca St., Suite 100, Buffalo NY 14204



Town of Amherst Planning Department

TOWN OF AMHERST  
ENGINEERING  
DEPARTMENT

2020 DEC 22 P 12:37

Erie County, New York



13.1.d

Brian J. Kulpa  
Supervisor

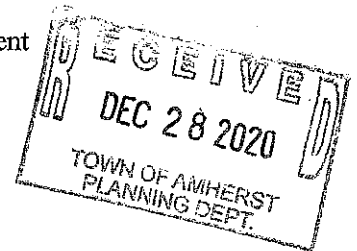
Daniel C. Howard, AICP  
Planning Director

Ellen M. Kost, AICP  
Assistant Planning Director

# MEMORANDUM

December 18, 2020

TO: Daniel Ulatowski, Principal Planner  
Dave Marrano, Town Assessor  
Douglas Gesel, Supervising Code Enforcement Officer, Building Department  
- Jeffrey Burroughs, Town Engineer  
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief  
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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? 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: *[Signature]* Date: 12/24/20

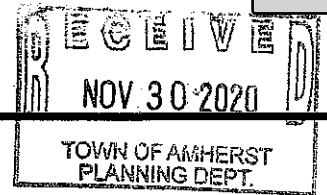
EK/jfa

X:\Current\_Planning\Files\Rezoning\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 Barnosz, Silvestri Architects, 1321 Millersport Hwy., Amherst, NY 14221  
David Pawlik, Creative Structures Services, 550 Seneca St., Suite 100, Buffalo NY 14204



**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



**Department of  
 Transportation**

Attachment: Z-2020-06\_TB letter\_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)



**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](mailto:Josalyn.Ferguson@parks.ny.gov).

Sincerely,

Josalyn Ferguson, Ph.D.  
Scientist Archaeology

*via email only*

**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 15<sup>th</sup> agenda**. Kindly acknowledge receipt via email as well as [jjh2180@verizon.net](mailto:jjh2180@verizon.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](http://www.durhamstaffing.com)



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[www.avast.com](http://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](mailto: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 15<sup>th</sup>.

**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.

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 simply 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:

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



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.

**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.

# 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 J. Agnew 2180 North Forest Rd.  
KORIMAN POLANO 2180 NORTH FOREST RD  
Ann Beale 2204 N. Forest Rd.  
Donna D. Beale 2204 N. Forest Rd.  
Jay & Dennis Humming 2200 N. Forest Rd.  
Stirling Lawson 1991 N. Forest Rd  
Joan Amico, 1936 North Forest, Wm NY 14221  
SIEVE AMICO, 1936 NORTH FOREST, NY 14221

October 2020

# Town of Amherst Planning Board

5583 Main Street

Williamsville, NY 14221

We, the undersigned, being residents of North Forest Rd. between Stahl Rd and Millersport Highway, hereby **OPPOSE** the request filed by the petitioner **Coromandel Estates Amherst, LLC**, to approve amendment # 73 of the Audubon New Community Development Plan to reclassify 2.35 acres, more or less, of land located at 2160 and 2170 North Forest Rd.

George De Rosa  
2210 North Forest Road, Williamsville, N.Y. 14221  
 Allg. M. 118  
25 Stahl Rd, Getzville 14068 Allg. Miles  
Donna M. Ray 45 Stahl Rd 14068  
W.R. De Rosa 2220 N. Forest Rd. 14221  
Thaven Macus 2230 N FOREST RD 14221

October 2020

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)



**ENGINEERING DPC/DBA**  
**EMPIRE GEOTECHNICAL**  
**ENGINEERING SERVICES**

2-2020-06,

2160 and 2170 N. Forest

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.

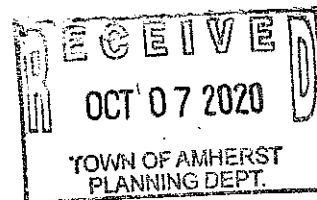
Sincerely,

WMA Engineering DPC, dba  
 Empire Geotechnical Engineering Services



Thomas R. Seider, P.E.  
 Geotechnical Engineer

Enc.: Geotechnical Engineering Report



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 Henrietta, NY 14467  
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 Fax: (585) 359-9668

Attachment: GeoTech report\_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)



## TABLE OF CONTENTS

|        |                                                                |    |
|--------|----------------------------------------------------------------|----|
| 1.00   | INTRODUCTION .....                                             | 1  |
| 1.10   | GENERAL .....                                                  | 1  |
| 1.20   | SITE AND PROJECT DESCRIPTION.....                              | 1  |
| 2.00   | SUBSURFACE EXPLORATIONS .....                                  | 2  |
| 2.10   | JULY 2020 INVESTIGATION.....                                   | 2  |
| 2.20   | PREVIOUS INVESTIGATIONS.....                                   | 3  |
| 3.00   | SUBSURFACE CONDITIONS.....                                     | 3  |
| 3.10   | GENERAL .....                                                  | 3  |
| 3.20   | FILL SOILS .....                                               | 4  |
| 3.30   | INDIGENOUS SOILS.....                                          | 4  |
| 3.40   | BEDROCK.....                                                   | 5  |
| 3.50   | GROUNDWATER.....                                               | 5  |
| 4.00   | GEOTECHNICAL RECOMMENDATIONS .....                             | 6  |
| 4.10   | GENERAL CONSIDERATIONS AND RECOMMENDATIONS .....               | 6  |
| 4.20   | DRIVEN PIPE PILES.....                                         | 8  |
| 4.30   | HELICAL PILES.....                                             | 9  |
| 4.40   | DRILLED PIERS .....                                            | 10 |
| 4.50   | ELEVATOR PIT.....                                              | 10 |
| 4.60   | SLAB-ON-GRADE FLOOR.....                                       | 11 |
| 4.60.1 | Floor Slab with Thickened Subbase .....                        | 11 |
| 4.60.2 | Structural Floor Slab .....                                    | 12 |
| 4.70   | SEISMIC DESIGN CONSIDERATIONS .....                            | 12 |
| 4.80   | PAVEMENT DESIGN AND CONSTRUCTION.....                          | 13 |
| 4.80.1 | Pavement Design .....                                          | 13 |
| 4.80.2 | Pavement Drainage .....                                        | 14 |
| 4.80.3 | Pavement Construction .....                                    | 14 |
| 4.90   | SITE PREPARATION AND CONSTRUCTION .....                        | 15 |
| 4.90.1 | Construction Dewatering.....                                   | 15 |
| 4.90.2 | Driven Pile Construction and Testing .....                     | 15 |
| 4.90.3 | Helical Pile Construction.....                                 | 16 |
| 4.90.4 | Drilled Pier Foundation Construction .....                     | 16 |
| 4.90.5 | Excavation for Grade Beams and Pile Caps .....                 | 17 |
| 4.90.6 | Subgrade Preparation for Slab-on-Grade and Pavement Areas..... | 17 |
| 5.00   | CONCLUDING REMARKS .....                                       | 19 |

**FIGURES**

**FIGURE 1 – SITE LOCATION PLAN**

**FIGURE 2 – SUBSURFACE EXPLORATION PLAN**

**APPENDICES**

**APPENDIX A – SUBSURFACE EXPLORATION LOGS**

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

**APPENDIX B – SUBSURFACE EXPLORATION LOGS**

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

**APPENDIX C – FILL MATERIAL AND EARTHWORK RECOMMENDATIONS**

**APPENDIX C – GEOTECHNICAL REPORT LIMITATIONS**

## 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 29<sup>th</sup>, 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](http://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.



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 23<sup>rd</sup> and July 27<sup>th</sup>, 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.

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.

### 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.

### 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.

| <b>Approximate Depth and Elevation of Top of Bedrock</b> |                                             |                                            |
|----------------------------------------------------------|---------------------------------------------|--------------------------------------------|
| 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 6<sup>th</sup>, 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 15<sup>th</sup>, 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.



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 down 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 larger 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<sup>2</sup>, 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.

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.

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.



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.

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.

Materials for the above pavement structure components should consist of the following:

- A. Asphalt Concrete Top Course - NYSDOT Standard Specifications, Hot Mix Asphalt, 9.5 F3 Top Course.
- B. Asphalt Concrete Binder Course - NYSDOT Standard Specifications, Hot Mix Asphalt, 19 F9 Binder Course.
- C. Subbase Course – Should comply with NYSDOT Standard Specifications, Item No. 304.12 - Type 2 Subbase, as described in Appendix C.
- D. Geotextile - Woven polypropylene stabilization/separation geotextile (i.e., Mirafi 600X or approved suitable equivalent).

#### 4.80.2 Pavement Drainage

The installation of underdrains or edge drains are recommended to drain the pavement subbase course within any low points, in order to limit the potential for frost action and improve pavement structure performance and design life. Alternatively, the pavement subbase course can also be allowed to daylight/drain to an adjacent perimeter drainage swale. This could be accomplished by raising the pavement grade. Drainage of the pavement subgrades can be achieved by grading the subgrade to a slope of at least 2 percent to allow drainage to the underdrains or drainage swale.

Underdrains, if used, should include a geotextile (i.e. Mirafi 160N or suitable equivalent), selected considering drainage and filtration, installed around drainage stone surrounding a slotted or perforated drain pipe. The drainage stone should be sized in accordance with the pipe slotting or perforations. A crushed aggregate (½-inch washed gravel or stone) is generally acceptable for slotted underdrain pipe. The underdrain pipes should be set in the bottom of the subbase layer, or preferably below the top of the soil subgrade elevation. The drainage stone and surrounding geotextile should extend above the underdrain pipe and into the subbase layer. Underdrain pipes should be connected to the site storm water drainage system.

#### 4.80.3 Pavement Construction

Placement of the pavement Subbase course can proceed, following proper subgrade preparation and subgrade filling. Installation of adjacent geotextile panels should have minimum overlap of 12 to 18 inches. The Subbase Stone should be placed and compacted in accordance with the recommendations in Appendix C. Construction of the Asphalt Concrete Pavement should be performed in accordance with NYSDOT Standard Specification Section 400. The Binder and Top Course compaction / evaluation should comply with NYSDOT Standard Specifications – 80 Series Compaction procedures, as a minimum, or as otherwise required by the jurisdictional agency. In addition, placement of asphalt concrete courses should not be permitted on wet or snow covered surfaces or when the subgrade surface is less than 40° F.

## 4.90 SITE PREPARATION AND CONSTRUCTION

### 4.90.1 Construction Dewatering

Construction dewatering will be required for surface water control and for excavations which encounter groundwater conditions. A general groundwater condition is expected near the water level within Ellicott Creek, which will not likely be encountered within the relatively shallow pile cap excavations, but will be encountered within any drilled pier excavations. As noted, there appears to be some shallower zones of perched or trapped groundwater within some of the fill soils and shallower zones of sandier indigenous soils, which could be encountered within the pile cap excavations, or excavations to construct the elevator pit.

Water should be diverted away from the work areas and should be prevented from accumulating on exposed subgrades. Exposed soil subgrades will be susceptible to strength degradation in the presence of excess moisture. It is anticipated that diversion berms and proper site grading will be sufficient to control surface water.

Groundwater conditions, when encountered, should be depressed at least 1 to 2 feet below the excavation bottom. It is anticipated that sump and pump methods of dewatering will be sufficient to control perched groundwater conditions, should it be encountered within the fill soils or sandier indigenous soils. Surface water and groundwater dewatering plans should include implementation of measures to control erosion, sedimentation and the migration of soil fines.

### 4.90.2 Driven Pile Construction and Testing

The pipe piles should be driven using a hammer producing a suitable energy to obtain the desired ultimate capacity, yet not overstress the pile. Pile stresses should not exceed 85% of the pile yield stress. The appropriate hammer and driving criteria should be determined by the pile installation contractor through the use of the wave equation, based on the actual pile hammer and cushions that will be used for the project. If the wave equation analysis indicates that the pile may be overstressed during driving then the contractor should select an alternate hammer/cushion arrangement, which will not overstress the pile.

At least three random piles, across the limits of the site, should be dynamically tested in accordance with *ASTM D 4945 – Standard Test Method for High Strain Dynamic Testing of Piles* to confirm the driving criteria and to evaluate that the allowable pile capacity has been obtained with an adequate factor of safety (i.e. Factor of Safety of 2.0 or greater). The dynamic testing should be performed prior to installation of the production piles. The test piles may be used as production piles provided the test data is acceptable. The results of the dynamic testing should include an evaluation to simulate static load testing.

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 resealed 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.



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

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.

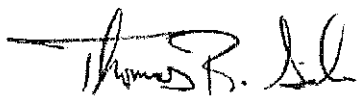
The site information and recommendations were prepared based on Empire's understanding of the proposed project, as described herein, and through the application of generally accepted soils and foundation engineering practices. Empire should be consulted with any questions regarding the interpretation 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:

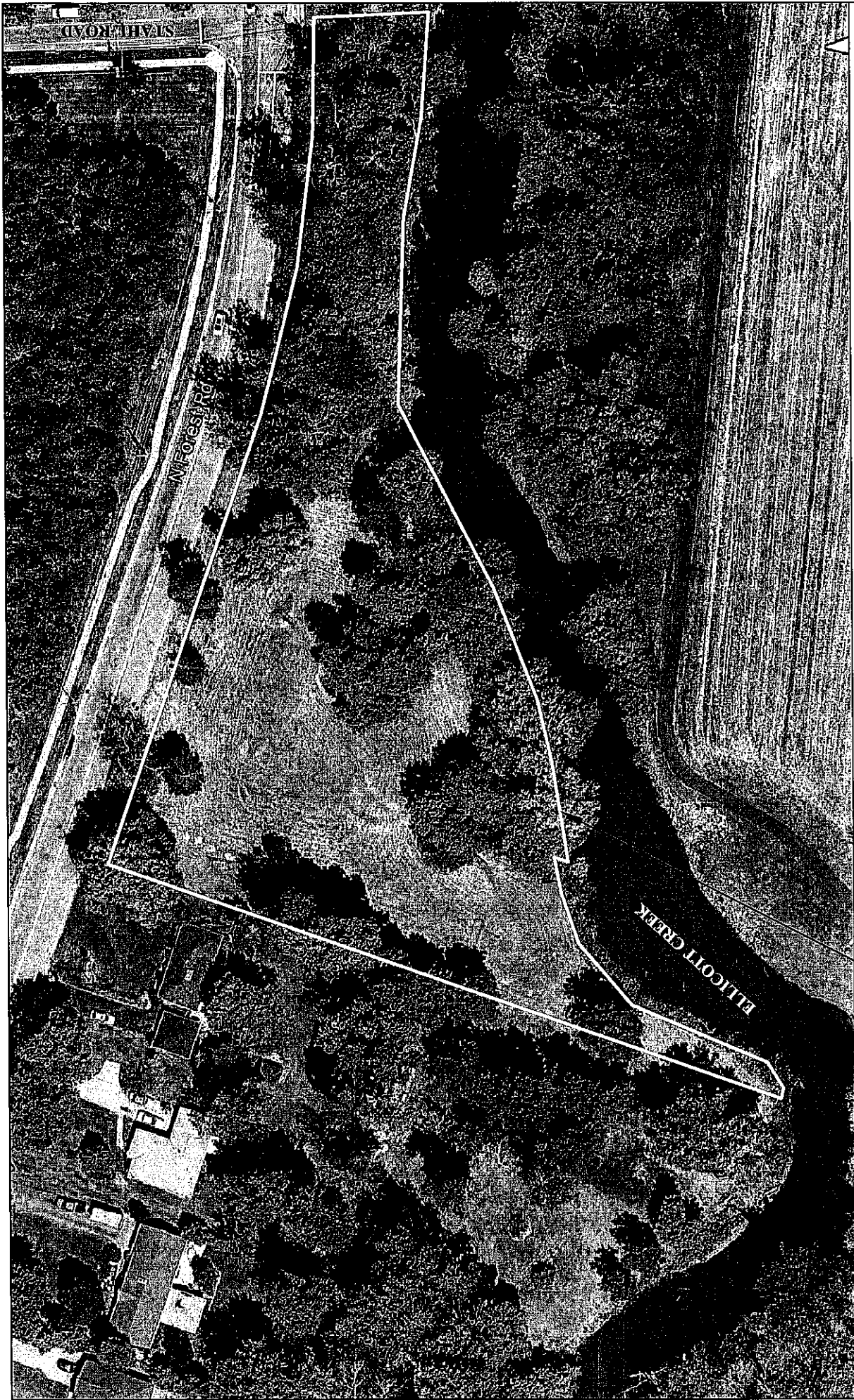
WMA Engineering DPC  
dba Empire Geotechnical Engineering Services



Thomas R. Seider, P.E.  
Senior Geotechnical Engineer

## FIGURES

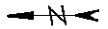




WMA ENGINEERING DPCIDBA  
EMPIRE **GEOTECHNICAL**  
ENGINEERING SERVICES

PROPOSED ELYSIUM APARTMENT COMPLEX  
2160 NORTH FOREST ROAD  
TOWN OF AMHERST, NEW YORK

APPROXIMATE SITE LOCATION



DR BY: WMA      SCALE: NTS      PROJECT NO.: WB-20-105

NOTE:

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





**APPENDIX A**

**SUBSURFACE EXPLORATION LOGS**

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

## GENERAL INFORMATION & KEY TO SUBSURFACE LOGS

The Subsurface Logs attached to this report present the observations and mechanical data collected by the driller at the site, supplemented by classification of the material removed from the borings as determined through visual identification by technicians in the laboratory. It is cautioned that the materials removed from the borings represent only a fraction of the total volume of the deposits at the site and may not necessarily be representative of the subsurface condition between adjacent borings or between the sampled intervals. The data presented of the Subsurface Logs together with the recovered samples provide a basis 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 on 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, the method of advancement will be indicated in the Notes column or under the Method of Investigation at the bottom of the Subsurface 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 observations 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 of 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 the 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 are 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 the 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 by the core run. The size core barrel used is also noted in the Method of Investigation at the bottom of the Subsurface Log.

DATE \_\_\_\_\_

STARTED \_\_\_\_\_

FINISHED \_\_\_\_\_

SHEET \_\_\_\_\_ OF \_\_\_\_\_



# SJB SERVICES, INC. SUBSURFACE LOG

PROJ. No. \_\_\_\_\_

13.1.e

HOLE No. \_\_\_\_\_

SURF. ELEV. \_\_\_\_\_

G.W. DEPTH \_\_\_\_\_

PROJECT \_\_\_\_\_

LOCATION \_\_\_\_\_

| DEPTH (ft) | SAMPLES | SAMPLE No. | BLOWS ON SAMPLER |         |          |          |   |       | BLOWS ON CASING C                                               | SOIL OR ROCK CLASSIFICATION                                         | NOTES |
|------------|---------|------------|------------------|---------|----------|----------|---|-------|-----------------------------------------------------------------|---------------------------------------------------------------------|-------|
|            |         |            | 0<br>6           | 6<br>12 | 12<br>18 | 18<br>24 | N |       |                                                                 |                                                                     |       |
| 0          |         | 1          | 3                | 3       | 4        | 8        | 7 | 10    | 3" TOPSOIL                                                      | Groundwater at 10' upon completion, and 5' 24 hrs. after completion |       |
|            |         |            |                  |         |          |          |   | 15    | Brown SILT, some Sand, trace clay, ML (Moist-Loose)             |                                                                     |       |
|            |         |            |                  |         |          |          |   | 50/.5 |                                                                 |                                                                     |       |
| 5          |         |            |                  |         |          |          |   |       | Gray SHALE, medium hard, weathered, thin bedded, some fractures | Run#1, 2.5'-5.0' 95% Recovery 50% RQD                               |       |
|            |         |            |                  |         |          |          |   |       |                                                                 |                                                                     |       |

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⑦ (numbered features explained on reverse)

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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"               |                           |
| Cobble                                                                                                                                            | 3" - 12"           |                           |
| Gravel - Coarse                                                                                                                                   | 3" - 3/4"          | Coarse Grained (Granular) |
| - Fine                                                                                                                                            | 3/4" - #4          |                           |
| Sand - Coarse                                                                                                                                     | #4 - #10           |                           |
| - Medium                                                                                                                                          | #10 - #40          |                           |
| - Fine                                                                                                                                            | #40 - #200         |                           |
| Silt - Non Plastic (Granular)                                                                                                                     | <#200              | Fine Grained              |
| Clay - Plastic (Cohesive)                                                                                                                         |                    |                           |

TABLE III

The following terms are used in classifying soils consisting of mixtures of two or more soil types. The estimate is based on weight of total sample.

| Term     | Percent of Total Sample |
|----------|-------------------------|
| "and"    | 35 - 50                 |
| "some"   | 20 - 35                 |
| "little" | 10 - 20                 |
| "trace"  | less than 10            |

(When sampling gravelly soils with a standard split spoon, the true percentage of gravel is often not recovered due to the relatively small sampler diameter.)

TABLE IV

| The relative compactness or consistency is described in accordance with the following terms: |                   |                |                   |
|----------------------------------------------------------------------------------------------|-------------------|----------------|-------------------|
| Granular Soils                                                                               |                   | Cohesive Soils |                   |
| Term                                                                                         | Blows per Foot, N | Term           | Blows per Foot, N |
| Very Loose                                                                                   | 0 - 4             | Very Soft      | 0 - 2             |
| Loose                                                                                        | 4 - 10            | Soft           | 2 - 4             |
| Firm                                                                                         | 10 - 30           | Medium         | 4 - 8             |
| Compact                                                                                      | 30 - 50           | Stiff          | 8 - 15            |
| Very Compact                                                                                 | >50               | Very Stiff     | 15 - 30           |
|                                                                                              |                   | Hard           | >30               |

(Large particles in the soils will often significantly influence the blows per foot recorded during the penetration test)

TABLE V

|                  |                                                                |
|------------------|----------------------------------------------------------------|
| <b>Varved</b>    | Horizontal uniform layers or seams of soil(s).                 |
| <b>Layer</b>     | Soil deposit more than 6" thick.                               |
| <b>Seam</b>      | Soil deposit less than 6" thick.                               |
| <b>Parting</b>   | Soil deposit less than 1/8" thick.                             |
| <b>Laminated</b> | Irregular, horizontal and angled seam and partings of soil(s). |

TABLE VI

| Rock Classification Term    | Meaning                                                                                            | Rock Classification Term | Meaning     |
|-----------------------------|----------------------------------------------------------------------------------------------------|--------------------------|-------------|
| Hardness - Soft             | Scratched by fingernail                                                                            | Bedding - Laminated      | (<1")       |
| - Medium Hard               | Scratched easily by penknife                                                                       | - Thin Bedded            | (1" - 4")   |
| - Hard                      | Scratched with difficulty by penknife                                                              | - Bedded                 | (4" - 12")  |
| - Very Hard                 | Cannot be scratched by penknife                                                                    | - Thick Bedded           | (12" - 36") |
| Weathering - Very Weathered | Judged from the relative amounts of disintegration, iron staining, core recovery, clay seams, etc. | - Massive                | (>36")      |
| - Weathered                 |                                                                                                    |                          |             |
| - Sound                     |                                                                                                    |                          |             |

(Fracturing refers to natural breaks in the rock oriented at some angle to the rock layers)

DATE: 7/23/2020  
 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 LOCATION: 2160 NORTH FOREST ROAD  
 PROJ. NO.: BE-20-105 AMHERST, NY

| DEPTH<br>FT. | SMPL<br>NO. | BLOWS ON SAMPLER |        |       |     | SOIL OR ROCK<br>CLASSIFICATION                                                              | NOTES                                              |
|--------------|-------------|------------------|--------|-------|-----|---------------------------------------------------------------------------------------------|----------------------------------------------------|
|              |             | 0/6              | 8/12   | 12/18 | N   |                                                                                             |                                                    |
| 5            | 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  | Brown Silty CLAY, some f-c Sand, little fine Gravel, tr.slag, tr.organics (moist-wet, FILL) |                                                    |
|              | 3           | 3                | 3      |       |     | Contains tr.gravel, tr.glass, no slag                                                       | Sample #4: Contains wood                           |
| 10           |             | 3                | 2      |       | 6   |                                                                                             |                                                    |
|              | 4           | 3                | 3      |       |     |                                                                                             |                                                    |
|              |             | 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                |
|              |             | 2                | 3      |       | 4   |                                                                                             |                                                    |
| 15           | 6           | 1                | 1      |       |     | Contains tr.sand (moist-wet, soft)                                                          | Sample #6: Contains wood                           |
|              |             | 1                | 1      |       | 2   |                                                                                             |                                                    |
|              |             |                  |        |       |     |                                                                                             |                                                    |
|              | 7           | WOH              | 1      |       |     | Contains little f-m Sand, little Organics                                                   | Sample #7: Exhibits an organic odor, contains wood |
|              |             | 2                | 1      |       | 3   |                                                                                             |                                                    |
| 20           |             |                  |        |       |     |                                                                                             | REF = Sample Spoon Refusal                         |
|              | 8           | 6                | 21     |       |     | Brown fine GRAVEL, some f-c Sand, little Silty Clay (moist, v.compact, GC-GM)               | Driller noted hard augering at 20' to 25'          |
|              |             | 35               | 50/0.2 |       | 56  |                                                                                             |                                                    |
|              |             |                  |        |       |     |                                                                                             |                                                    |
|              |             |                  |        |       |     |                                                                                             |                                                    |
| 25           |             |                  |        |       |     |                                                                                             | NQ '2' Size Rock Core                              |
|              | 9           | 50/0.2           |        |       | REF |                                                                                             |                                                    |
|              |             |                  |        |       |     | Brown SHALE Rock, medium hard, sound, thickly bedded, both natural and mechanical fractures | RUN #1: 25.2' - 30.2'<br>REC = 72%<br>RQD = 47%    |
|              |             |                  |        |       |     | Becomes laminated to thickly bedded                                                         | RUN #2: 30.2' - 33.2'<br>REC = 100%<br>RQD = 81%   |
|              |             |                  |        |       |     |                                                                                             |                                                    |
| 30           |             |                  |        |       |     |                                                                                             |                                                    |
|              |             |                  |        |       |     |                                                                                             |                                                    |
|              |             |                  |        |       |     |                                                                                             |                                                    |
|              |             |                  |        |       |     |                                                                                             |                                                    |
|              |             |                  |        |       |     |                                                                                             |                                                    |
| 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-650X

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: 7/27/2020  
 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 LOCATION: 2160 NORTH FOREST ROAD  
 PROJ. NO.: BE-20-105 AMHERST, NY

| DEPTH<br>FT. | SMPL<br>NO. | BLOWS ON SAMPLER |        |       |     | SOIL OR ROCK<br>CLASSIFICATION                                                 | NOTES                                                                                                               |
|--------------|-------------|------------------|--------|-------|-----|--------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
|              |             | 0/6              | 6/12   | 12/18 | N   |                                                                                |                                                                                                                     |
| 5            | 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      |       |     | Contains little Silty Clay                                                     | Sample #1: Poor Recovery                                                                                            |
|              |             | 5                | 6      |       | 13  | Brown Silty CLAY, some f-c Sand, little fine Gravel, tr.organics (moist, FILL) | Sample #2: Poor Recovery                                                                                            |
|              | 3           | 2                | 2      |       |     |                                                                                |                                                                                                                     |
| 10           |             | 3                | 6      |       | 5   | Contains some fine Gravel, little f-c Sand, tr.concrete (moist-wet)            |                                                                                                                     |
|              | 4           | 4                | 50/0.2 |       | REF |                                                                                | Sample #5: No Recovery                                                                                              |
|              |             | 5                | 50/0   |       | REF |                                                                                |                                                                                                                     |
|              | 6           | 2                | 2      |       |     | Dark Brown Silty CLAY, little Organics, tr.sand (moist-wet, medium, CL)        | REF = Sample Spoon Refusal                                                                                          |
|              |             | 3                | 3      |       | 5   |                                                                                |                                                                                                                     |
| 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 (wet, v.compact, GC-GM)    |                                                                                                                     |
|              |             | 45               | 50/0.4 |       | 85  |                                                                                |                                                                                                                     |
|              |             |                  |        |       |     |                                                                                |                                                                                                                     |
|              |             |                  |        |       |     |                                                                                |                                                                                                                     |
|              |             |                  |        |       |     |                                                                                |                                                                                                                     |
| 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


**WELL NUMBER:** B-2

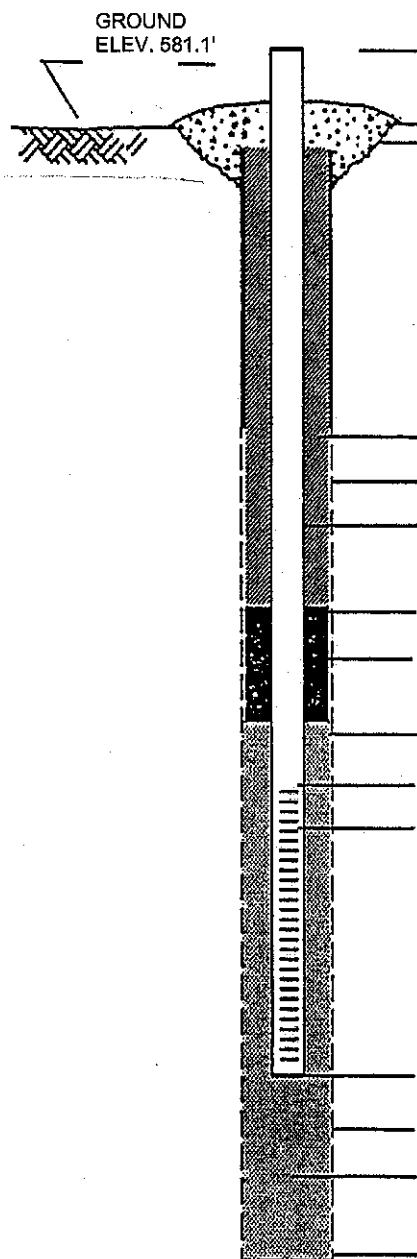
**PROJECT:** Elysium Apartments

**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'

DATE: 7/24/2020  
 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 LOCATION: 2160 NORTH FOREST ROAD  
 PROJ. NO.: BE-20-105 AMHERST, NY

| DEPTH<br>FT. | SMPL<br>NO. | BLOWS ON SAMPLER |      |       |     | SOIL OR ROCK<br>CLASSIFICATION                             | NOTES                                                      |
|--------------|-------------|------------------|------|-------|-----|------------------------------------------------------------|------------------------------------------------------------|
|              |             | 0/8              | 6/12 | 12/18 | N   |                                                            |                                                            |
| 5            | 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                                   |
|              | 3           | 2                | 2    |       |     | Dark Gray f-c SAND, little Silty Clay, tr.organics         |                                                            |
| 10           |             | 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                                   |
|              |             | 1                | 1    |       | 3   |                                                            |                                                            |
| 15           | 6           | WOH/1.0          |      |       |     | Contains little Organics, little Silty Clay                | WOH = Weight of Hammer and Rods                            |
|              |             | WOH/1.0          |      |       | WOH |                                                            |                                                            |
|              |             |                  |      |       |     |                                                            |                                                            |
|              |             |                  |      |       |     |                                                            |                                                            |
|              |             |                  |      |       |     |                                                            |                                                            |
| 20           | 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'                |
|              |             |                  |      |       |     |                                                            |                                                            |
|              |             |                  |      |       |     |                                                            |                                                            |
| 25           | 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                                 |
|              |             |                  |      |       |     |                                                            |                                                            |
|              |             |                  |      |       |     |                                                            |                                                            |
|              |             |                  |      |       |     |                                                            |                                                            |
| 30           | 9           | 50/0.2           |      |       | REF |                                                            | Sample #9: No Recovery                                     |
|              |             |                  |      |       |     |                                                            |                                                            |
|              |             |                  |      |       |     |                                                            |                                                            |
|              |             |                  |      |       |     |                                                            |                                                            |
|              |             |                  |      |       |     |                                                            |                                                            |
| 35           |             |                  |      |       |     | Boring Complete with Auger Refusal at 26.5'                | Free Standing Water recorded at 21.5' at boring completion |
|              |             |                  |      |       |     |                                                            |                                                            |
|              |             |                  |      |       |     |                                                            |                                                            |
|              |             |                  |      |       |     |                                                            |                                                            |
|              |             |                  |      |       |     |                                                            |                                                            |
| 40           |             |                  |      |       |     |                                                            |                                                            |
|              |             |                  |      |       |     |                                                            |                                                            |
|              |             |                  |      |       |     |                                                            |                                                            |
|              |             |                  |      |       |     |                                                            |                                                            |
|              |             |                  |      |       |     |                                                            |                                                            |

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: 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: 7/23/2020  
 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 LOCATION: 2160 NORTH FOREST ROAD  
 PROJ. NO.: BE-20-105 AMHERST, NY

| DEPTH<br>FT. | SMPL<br>NO. | BLOWS ON SAMPLER |      |       |     | SOIL OR ROCK<br>CLASSIFICATION                                                                           | NOTES                                              |
|--------------|-------------|------------------|------|-------|-----|----------------------------------------------------------------------------------------------------------|----------------------------------------------------|
|              |             | 0/8              | 6/12 | 12/18 | N   |                                                                                                          |                                                    |
| 5            | 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    |       |     | Brown fine GRAVEL, some f-c Sand, little Concrete, little Silty Clay (moist, FILL)                       | Sample #3: Contains wood                           |
|              | 3           | 21               | 5    |       |     | Dark Brown Silty CLAY, tr.sand, tr.organics (moist, medium, CL)                                          | Sample #4: Contains wood                           |
|              | 4           | 4                | 2    |       | 8   | Contains little Organics, little f-c Sand (moist-wet) (soft)                                             | Sample #5: Contains wood, Exhibits an organic odor |
| 10           |             | 3                | 2    |       | 5   |                                                                                                          |                                                    |
|              | 5           | 1                | 1    |       |     |                                                                                                          |                                                    |
|              |             | 1                | 1    |       | 2   |                                                                                                          |                                                    |
| 15           | 6           | 2                | 1    |       |     | Brown Silty CLAY, little f-c Sand, tr.gravel (moist-wet, soft, CL)                                       |                                                    |
|              |             | 1                | 2    |       | 2   |                                                                                                          |                                                    |
|              |             |                  |      |       |     |                                                                                                          |                                                    |
| 20           | 7           | 2                | 2    |       |     | Contains some fine Gravel (moist, medium)                                                                | Driller noted hard augering at 18' to 22'          |
|              |             | 4                | 7    |       | 6   |                                                                                                          |                                                    |
|              |             |                  |      |       |     |                                                                                                          | REF = Sample Spoon Refusal                         |
| 25           | 8           | 20               | 19   |       |     | Brown fine GRAVEL, some f-c Sand, little Silty Clay (moist, compact, GC-GM)                              | NQ '2' Size Rock Core                              |
|              |             | 21               | 25   |       | 40  |                                                                                                          |                                                    |
|              | 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'<br>REC = 66%<br>RQD = 21%    |
| 30           |             |                  |      |       |     | Brown SHALE Rock, medium hard, sound, laminated to thickly bedded, both natural and mechanical fractures |                                                    |
|              |             |                  |      |       |     |                                                                                                          | RUN #2: 27.0' - 31.0'<br>REC = 90%<br>RQD = 85%    |
|              |             |                  |      |       |     |                                                                                                          |                                                    |
| 35           |             |                  |      |       |     | Boring Complete at 31.0'                                                                                 | 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)





**APPENDIX B**

**SUBSURFACE EXPLORATION LOGS**

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

DATE:

START 2/20/2020FINISH 2/20/2020SHEET 1 OF 1**SJB SERVICES, INC.  
SUBSURFACE LOG**HOLE NO. B-1SURF. ELEV 580.0'G.W. DEPTH See NotesPROJECT: PROPOSED NEW HOMELOCATION: 2160-2170 NORTH FORESTPROJ. NO.: BE-20-010AMHERST, NY

| DEPTH<br>FT. | SMPL<br>NO. | BLOWS ON SAMPLER |        |       |     | SOIL OR ROCK<br>CLASSIFICATION                                                            | NOTES                                                   |
|--------------|-------------|------------------|--------|-------|-----|-------------------------------------------------------------------------------------------|---------------------------------------------------------|
|              |             | 0/6              | 6/12   | 12/18 | N   |                                                                                           |                                                         |
| 5            | 1           | WOH              | 2      |       |     | TOPSOIL                                                                                   | Driller noted Topsoil at the surface                    |
|              |             | 3                | 5      |       | 5   | Brown Silty CLAY, tr.sand, tr.organics (moist, FILL)                                      |                                                         |
|              | 2           | 6                | 3      |       |     | Becomes Dark Brown to Brown, Contains tr.asphalt, tr.brick                                |                                                         |
|              |             | 2                | 3      |       | 5   |                                                                                           |                                                         |
|              | 3           | 2                | 2      |       |     | Brown Silty CLAY, tr.gravel, tr.sand (moist-wet, FILL)                                    |                                                         |
| 10           |             | 3                | 3      |       | 5   |                                                                                           | WOH = Weight of Hammer and Rods                         |
|              | 4           | 4                | 4      |       |     | Brown Silty CLAY, tr.gravel, tr.sand, tr.organics (moist-wet, medium, CL / Possible FILL) |                                                         |
|              |             | 3                | 3      |       | 7   |                                                                                           |                                                         |
|              | 5           | 1                | 1      |       |     | Dark Brown Silty CLAY, tr.sand, tr.organics (moist, v.soft, CL)                           |                                                         |
|              |             | 1                | 1      |       | 2   |                                                                                           |                                                         |
| 15           | 6           | WOH              | WOH    |       |     | Becomes Dark Brown to Dark Gray, occasional moist-wet partings                            |                                                         |
|              |             | WOH              | WOH    |       | WOH |                                                                                           |                                                         |
|              | 7           | WOH              | WOH    |       |     | Red Brown Silty CLAY, some f-c Sand (moist-wet, v.soft, CL)                               |                                                         |
|              |             | WOH              | WOH    |       | WOH |                                                                                           |                                                         |
|              | 8           | WOH              | WOH    |       |     | Contains some f-c Gravel                                                                  |                                                         |
| 20           |             | 2                | 3      |       | 2   |                                                                                           | REF = Sample Spoon Refusal                              |
|              | 9           | 7                | 8      |       |     | Contains little f-c Gravel (v.stiff)                                                      |                                                         |
|              |             | 8                | 8      |       | 16  |                                                                                           |                                                         |
|              | 10          | 8                | 12     |       |     | Contains some f-c Gravel (moist)                                                          |                                                         |
|              |             | 12               | 13     |       | 24  |                                                                                           |                                                         |
| 25           | 11          | 15               | 24     |       |     | Contains little f-c Sand (hard)                                                           | Sample #13: Poor Recovery, possible weathered bedrock   |
|              |             | 17               | 19     |       | 41  |                                                                                           |                                                         |
|              |             |                  |        |       |     |                                                                                           |                                                         |
|              | 12          | 27               | 50/0.4 |       | REF | Brown f-c SAND, some Silt, little f-c Gravel (moist, v.compact, SM)                       |                                                         |
|              | 13          | 50/0.2           |        |       | REF | Brown fine GRAVEL, tr.sand (moist, v.compact, GP)                                         |                                                         |
| 30           |             |                  |        |       |     |                                                                                           | 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:

GeologistDRILLER: S. WOLKIEWICZ JR.DRILL RIG TYPE: CME-550XMETHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: GeoTech report\_2160 &amp; 2170 N For (RES-2021-153 : 2160 &amp; 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 LOCATION: 2160 NORTH FOREST ROAD  
PROJ. NO.: BE-14-109 AMHERST, NY

| DEPTH<br>FT. | SAMPL<br>NO. | BLOWS ON SAMPLER |        |       |     | SOIL OR ROCK<br>CLASSIFICATION                                       | NOTES                                                                            |
|--------------|--------------|------------------|--------|-------|-----|----------------------------------------------------------------------|----------------------------------------------------------------------------------|
|              |              | 0/6              | 6/12   | 12/18 | N   |                                                                      |                                                                                  |
| 5            | 1            | 3                | 4      |       |     | TOPSOIL                                                              | Driller notes approx. 6"<br>Topsoil                                              |
|              |              | 5                | 7      |       | 9   | Red-Brown and Black Silty CLAY, tr.sand, tr.gravel<br>(moist, FILL)  |                                                                                  |
|              | 2            | 5                | 8      |       |     | Brown-Gray and Black f-m SAND, some Silt, tr.gravel<br>(moist, FILL) |                                                                                  |
|              | 3            | 3                | 3      |       |     | Black Organic Clayey SILT, little f-c Sand (moist, FILL)             |                                                                                  |
|              | 4            | 2                | 2      |       | 7   | Gray and Black Organic Silty CLAY, tr.peat<br>(moist, medium, OL-CL) |                                                                                  |
| 10           |              | 3                | 4      |       | 5   |                                                                      | WOH = Weight of<br>Hammer and Rods                                               |
|              | 5            | 2                | 3      |       |     |                                                                      |                                                                                  |
|              |              | 3                | 3      |       | 6   |                                                                      |                                                                                  |
|              | 6            | 2                | 2      |       |     |                                                                      |                                                                                  |
|              |              | 2                | 2      |       | 4   |                                                                      |                                                                                  |
| 15           | 7            | 3                | 2      |       |     |                                                                      | REF = Sample Spoon<br>Refusal                                                    |
|              |              | 3                | 4      |       | 5   |                                                                      |                                                                                  |
|              | 8            | WOH/1.5          |        |       |     | Becomes Red-Brown (wet, v.soft)                                      |                                                                                  |
|              |              |                  | 1      |       | WOH |                                                                      |                                                                                  |
|              | 9            | 1                | 1      |       |     |                                                                      |                                                                                  |
| 20           |              | 1                | 1      |       | 2   | Contains little f-c Sand, tr.gravel                                  | No Free Standing<br>Water encountered at<br>Boring Completion                    |
|              | 10           | 31               | 50/0.3 |       | REF | Red-Brown f-m SAND and Silt, tr.gravel<br>(moist, SM)                |                                                                                  |
|              |              | 19               | 23     |       |     |                                                                      |                                                                                  |
|              |              | 21               | 22     |       | 44  | (compact)                                                            |                                                                                  |
|              |              |                  |        |       |     |                                                                      |                                                                                  |
| 25           | 12           | 19               | 50/0.4 |       | REF |                                                                      | Boring Complete with Sample Spoon<br>Refusal at 25.9' and Auger Refusal at 26.0' |
|              |              |                  |        |       |     |                                                                      |                                                                                  |
|              |              |                  |        |       |     |                                                                      |                                                                                  |
|              |              |                  |        |       |     |                                                                      |                                                                                  |
|              |              |                  |        |       |     |                                                                      |                                                                                  |
| 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)

**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.

| <u>Sieve Size<br/>Distribution</u> | <u>Percent Finer<br/>by Weight</u> |
|------------------------------------|------------------------------------|
| 2 inch                             | 100                                |
| ¾ 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.



## 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).

- 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.

**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.



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 22<sup>nd</sup> 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 be 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 21<sup>st</sup> in connection with its issuance of a favorable

**HOPKINS SORGI & MCCARTHY PLLC**

Attorneys at Law

5500 Main Street, Suite 343 • Williamsville, New York 14221

Direct: 716-510-4338 • E-mail: shopkins@hsr-legal.com • www.hsr-legal.com



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."<sup>1</sup>

Attached as Exhibit "2" are copies of the project update letters to interested property owners dated March 2<sup>nd</sup> 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 22<sup>nd</sup>.

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 8<sup>th</sup> 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

---

<sup>1</sup> During its meeting on January 21<sup>st</sup>, 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.

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**Exhibit 1 – Updated Concept Site Plan**  
**[Drawing AS-101 – Date: 03/01/21]**  
**Prepared by Christina Barmosz of**  
**Silvestri Architects PC**

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## **Exhibit 2 – Project Update Letters to Residents dated March 2, 2021**

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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 22<sup>nd</sup>, 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 be 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 8<sup>th</sup> 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



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](mailto:shopkins@hsr-legal.com) if you have any questions regarding this letter or the enclosed updated Concept Site Plan.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC



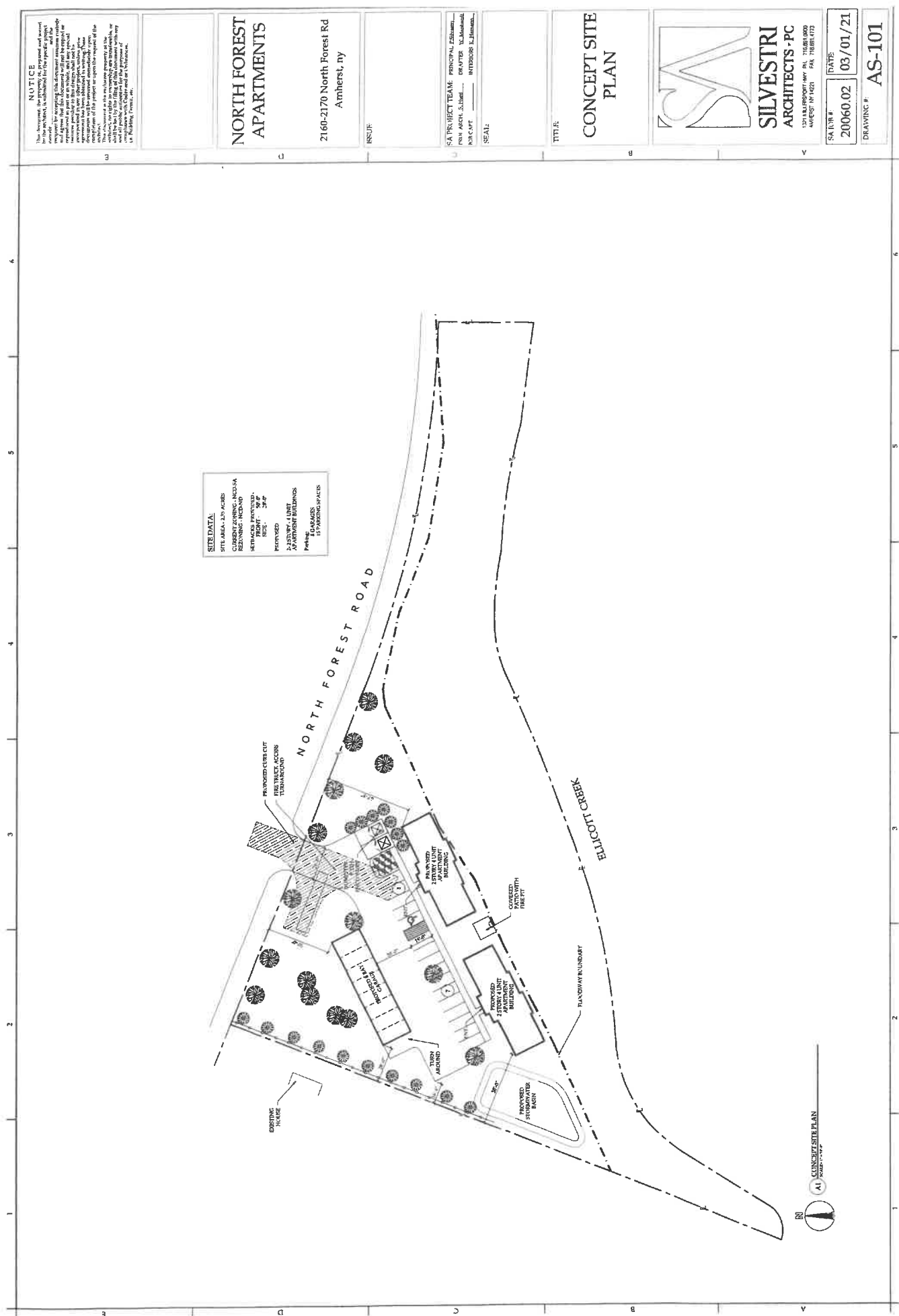
Sean W. Hopkins, Esq.

Enc. 11" x 17" copy updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21]

13.1.f

**Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon**

Packet Pg. 1000





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 22<sup>nd</sup>, 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 8<sup>th</sup> 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](mailto:shopkins@hsr-legal.com) if you have any questions regarding this letter or the enclosed updated Concept Site Plan.

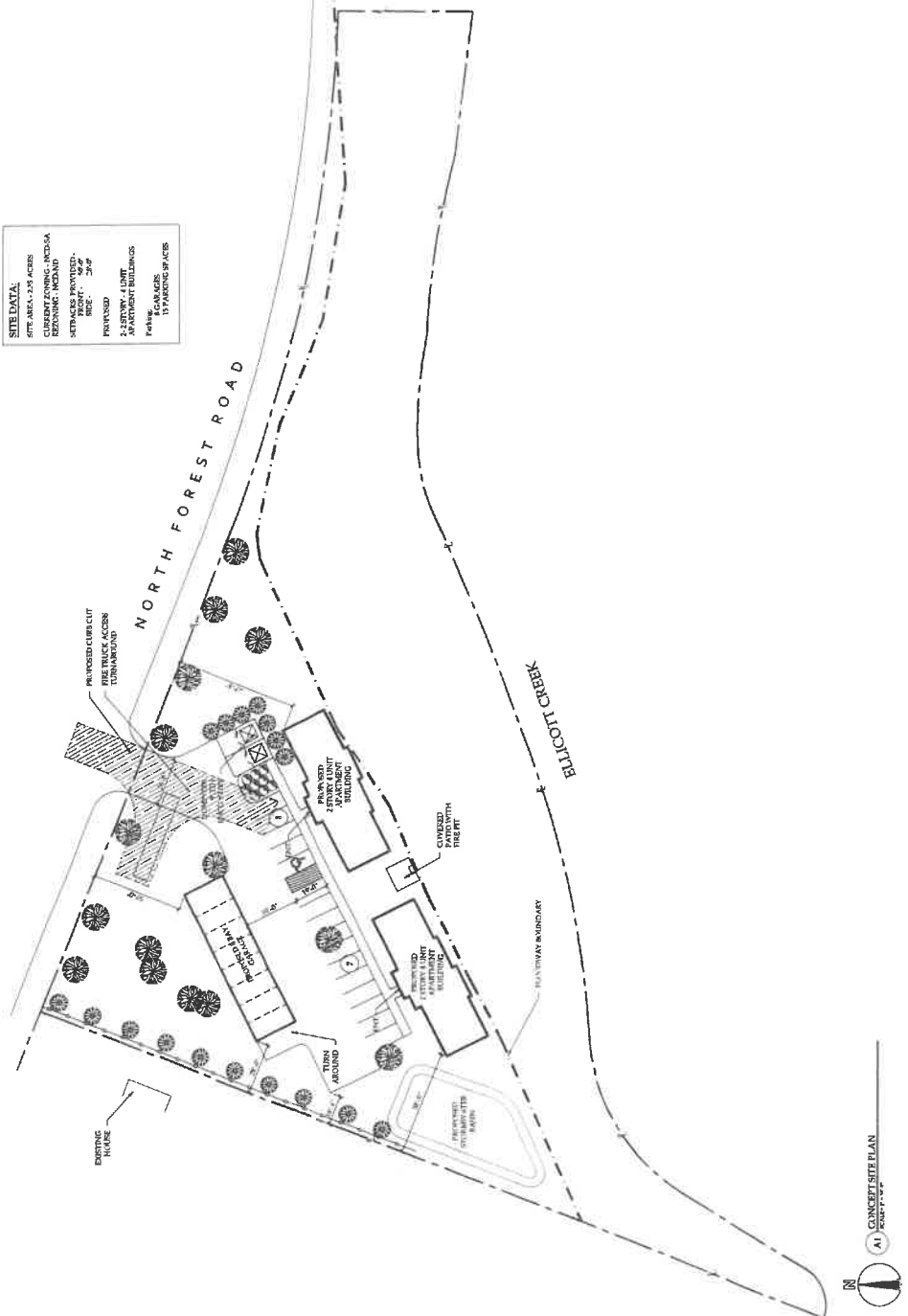
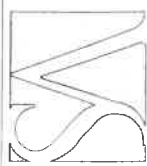
Sincerely,

HOPKINS SORGI & MCCARTHY PLLC



Sean W. Hopkins, Esq.

Enc. 11" x 17" copy updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21]







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 22<sup>nd</sup>, 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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4. The proposed covered patio with a fire pit has been relocated so that it will be between the 2 two-story four-unit buildings;
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If the Town Board approves the pending application, then the next step in the project review process will be to seek Site Plan approval from the Planning Board once the fully engineered plans

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](mailto:shopkins@hsr-legal.com) • [www.hsr-legal.com](http://www.hsr-legal.com)

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](mailto: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]





March 2, 2021

Karen Macris  
2230 North Forest Road  
Williamsville, NY 14221

Re: Application to Reclassify 2160 and 2170 North Forest Road from  
NCD-SA to NCD-ND and to Amend the Audubon Development Plan [Z-2020-06]  
Applicant/Project Sponsor: Coromandel Estates Amherst LLC  
File 10181.1

Dear Karen:

This letter is being sent to you to provide you with a project update. Based on the input received during the virtual public hearing held by the Town Board on February 22<sup>nd</sup>, 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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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 be 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 8<sup>th</sup> 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](mailto:shopkins@hsr-legal.com) • [www.hsr-legal.com](http://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]



[illegible]

**NORTH FOREST  
APARTMENTS**

2160-2170 North Forest Rd  
Amherst, ny

3054

**PROJECT TEAM:**  
PRINCIPAL ARCH. S. Huel  
PRINCIPAL P. Schmitt  
DRAWER W. Mielhaupt  
INTERIORS K. Harnisch  
ON-SITE

11

## CONCEPT SITE PLAN

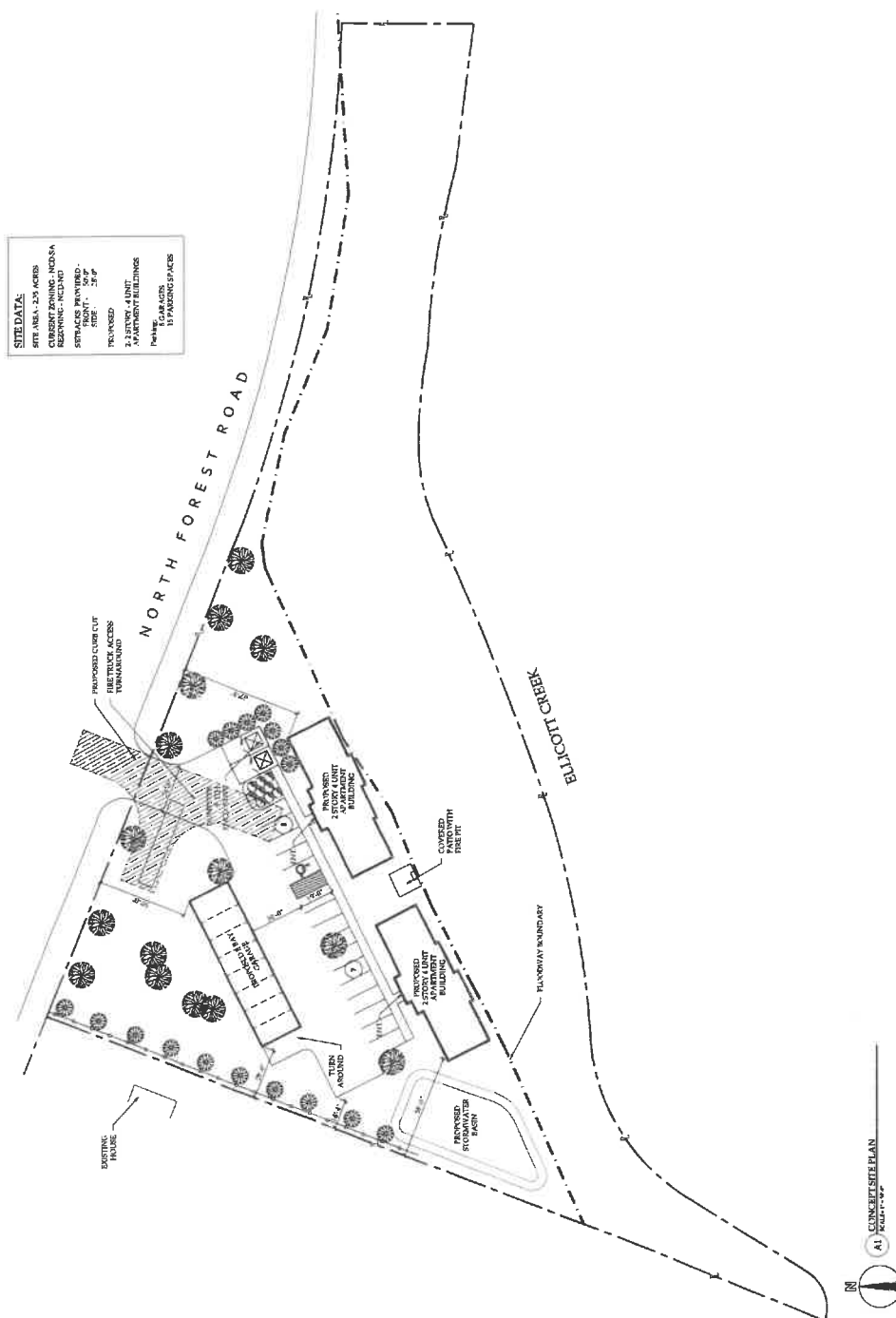


**SILVESTRI**  
**ARCHITECTS • PC**  
1321 AIR (FRSPORT HWY PH. 715.691.0300  
LAURENS, MD 21093 FAX 410.694.4333

|            |          |
|------------|----------|
| SA / OR #: | DATE:    |
| 20060.02   | 03/01/21 |

DRAWING #: AS-101

### 13.1.f



# 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)

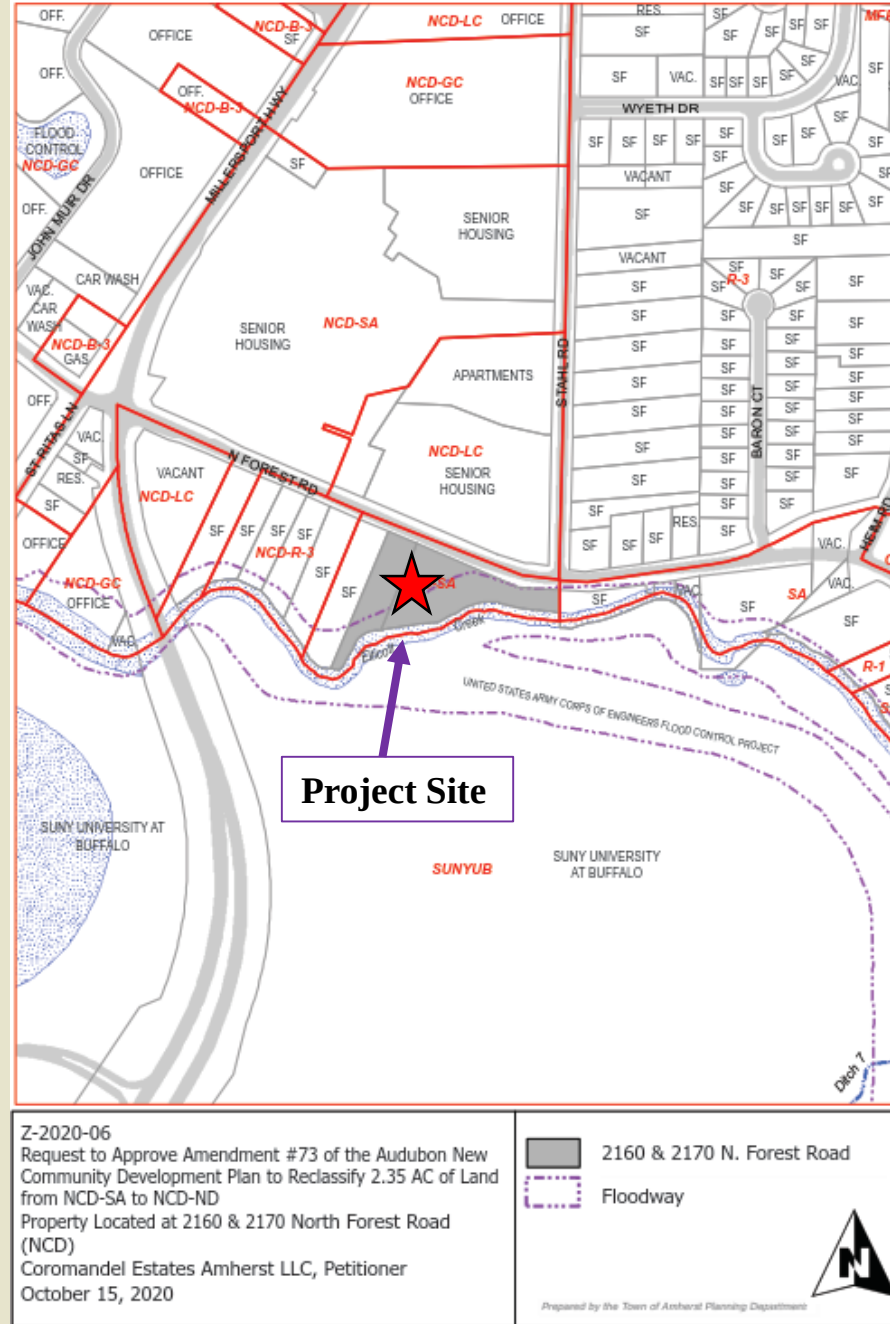


## Location:

- 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

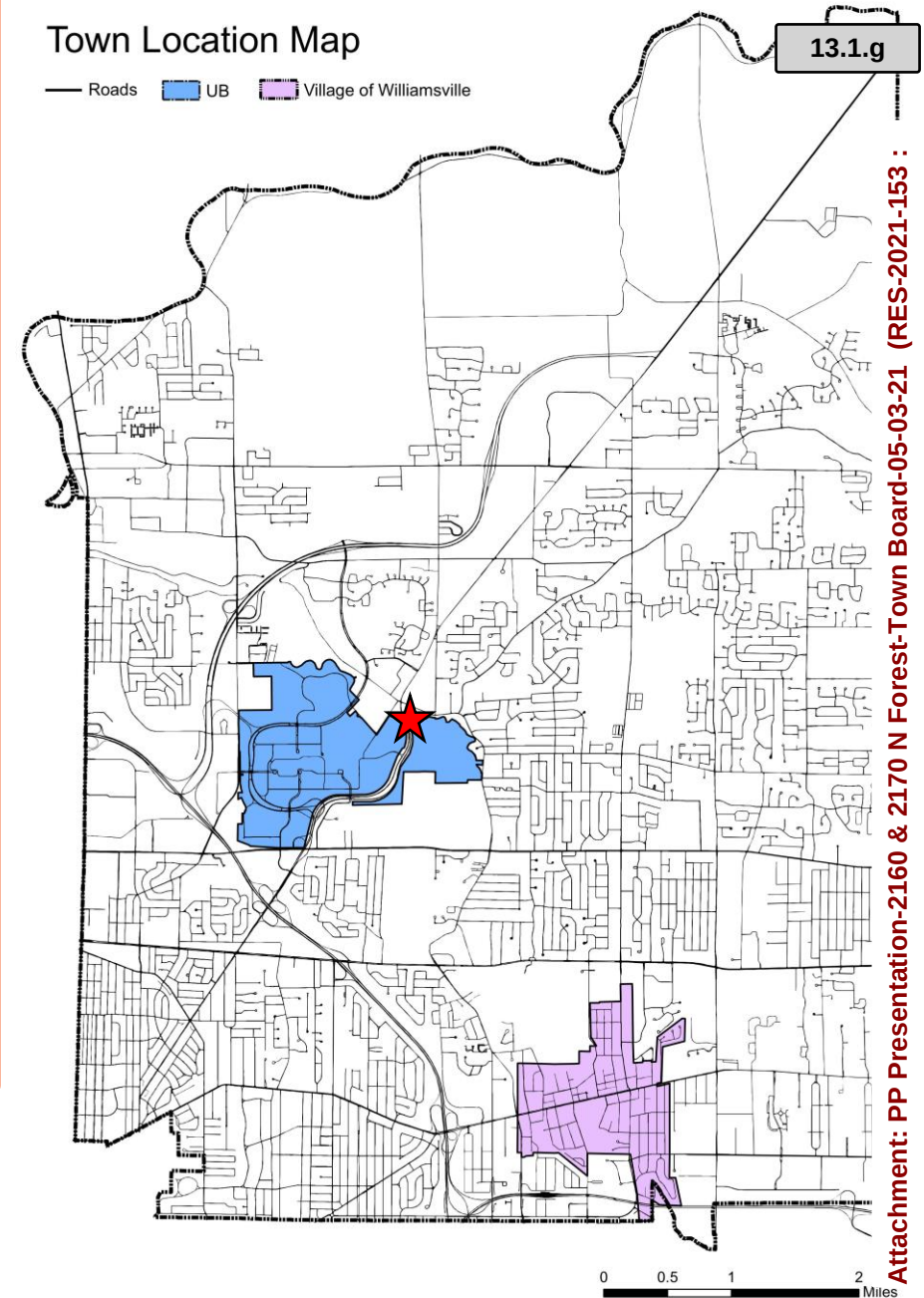
**Zoning:** New Community District – Suburban Agriculture (“NCD-SA”)

**Proposed Reclassification:** New Community District – Neighborhood District (“NCD-ND”)



## Town Location Map

— Roads UB Village of Williamsville



Attachment: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :



**Continuation of the Public Hearings held on February 22<sup>nd</sup> and April 5<sup>th</sup> [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



13.1.g

Attachment: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :

SUNY Property



## **Project Description:**

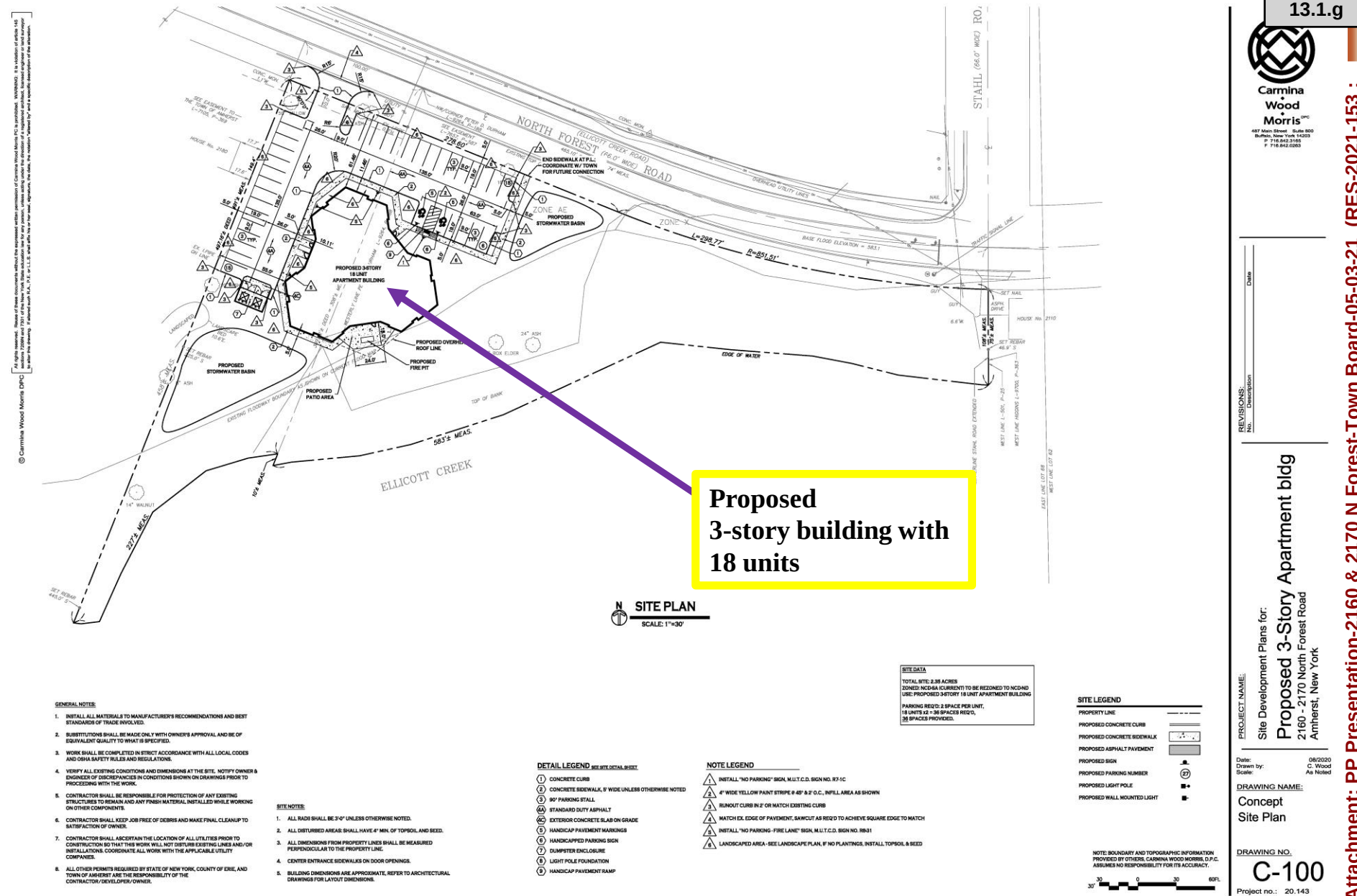
- Request to reclassify 2.35 acres of land from NCD-SA to NCD-ND, and a request to approve Amendment #73 of the Audubon New Community Development Plan
- Two 2-story multi-family building consisting of 8 attached residential units for lease and related site improvements.
- One driveway onto North Forest 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 22<sup>nd</sup>.





## 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



13.1.g



487 Main Street, Suite 500  
Amherst, New York 14203  
P 716.842.2185  
F 716.842.0083

Attachment: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :

**Concept Plan  
Presented on  
February 22<sup>nd</sup>:**

- 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



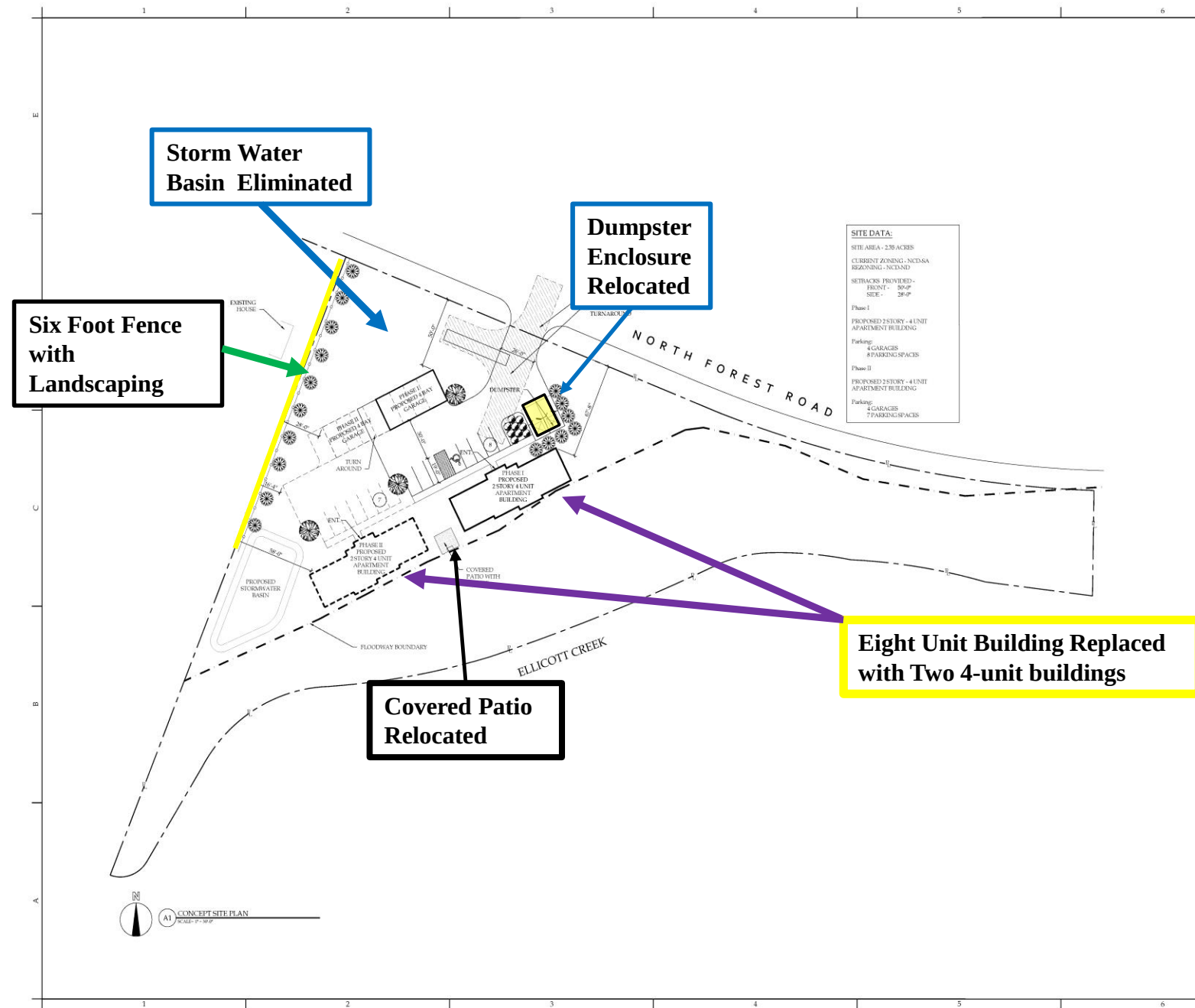
13.1.g

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 5<sup>th</sup>:

- 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



13.1.g

**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 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.  
 The document is the exclusive property of the architect, no rights in ownership are transferable, or shall be lost by the filing of this document with any and all public authorities for the purpose of compliance with Code and/or Ordinances, i.e. Building Permit, etc.

**NORTH FOREST APARTMENTS**

2160-2170 North Forest Rd  
Amherst, ny

**ISSUE:**

**SA PROJECT TEAM:** PRINCIPAL: *E. Schuster*  
 PROJ. ARCH: *S. Hunt* DRAFTER: *W. Muehler*  
 JOB CAPT.: INTERIORS: *K. Hansen*

**SEAL:**

**TITLE:**  
**CONCEPT SITE PLAN**



**SILVESTRI ARCHITECTS · PC**

1321 MILLERSPORT HWY. PH. 716.691.0900  
AMHERST, NY 14201 FAX 716.691.4773

**SA JOB #:** 20060.02 **DATE:** 03/01/21

**DRAWING #:** AS-101

**Packet Pg. 1016**

Attachment: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :

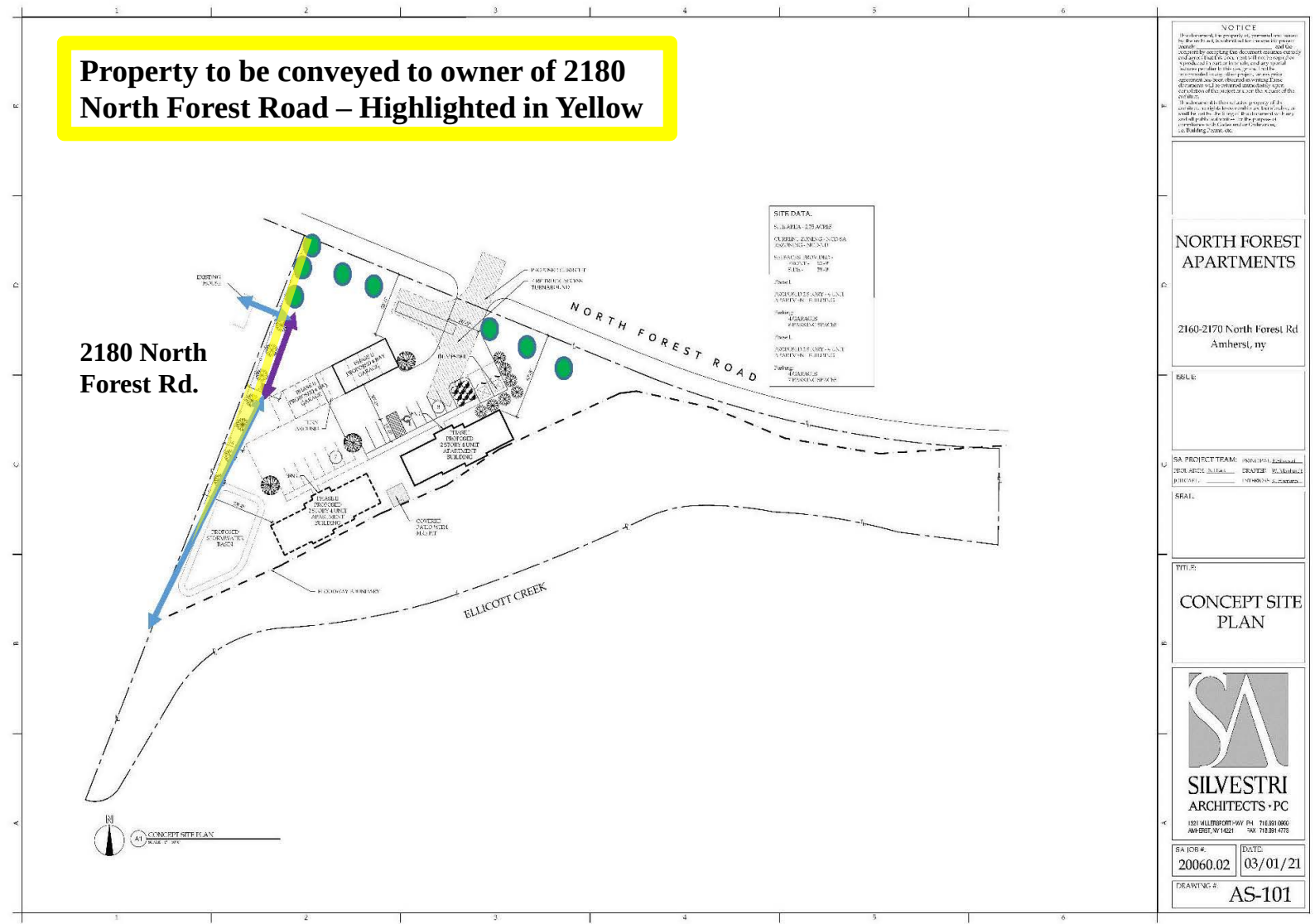
**Updated Concept Plan:**

**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]

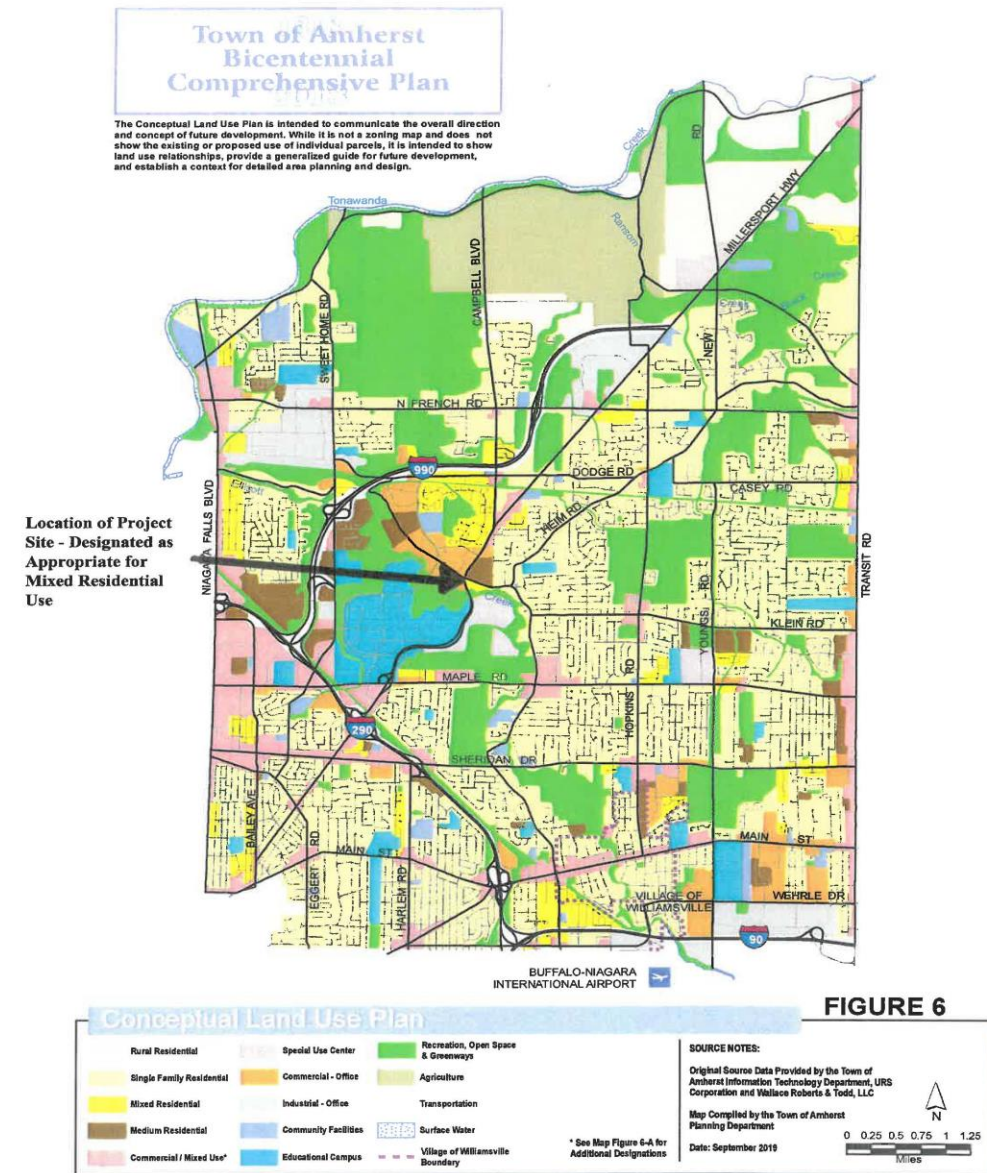
**Yellow:** 15 ft. of property to be conveyed to owner of 2180 North Forest Road upon the Applicant obtaining site plan approval and closing on the purchase of the Project Site.





## 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.





## 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



## 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 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)                          |

**WMA ENGINEERING DPC/DBA**  
**EMPIRE GEO TECHNICAL**  
**ENGINEERING SERVICES**

13.1.g

☒ **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 21<sup>st</sup>
- 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.**



## 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...



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](mailto: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.



- 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



## Amherst Town Board

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Councilmembers  
 DOC ID: 25293

### COMMUNICATION 2022-3

**REFERRED**

## Resident Concerns Regarding Rezoning of 1789 Dodge Road

The Communication below was sent to the Amherst Town Board:

To our esteemed elected representatives:

Our neighborhood is opposed to the rezoning of 1789 Dodge Road for many reasons, but especially because of the volume of traffic we have and because of our country like rural setting we have so enjoyed for many years. 90% of the residents between Casey Road and North French Road have signed a petition stating their opposition to this project which would create 15 homes on 4.1 acres of land.

This section of Dodge Road is an older neighborhood in the area and has many multi-generational families who have lived here and supported the town for decades. Many of the houses were built in the 1950's. My parents had the house at [REDACTED] Dodge Road built almost 65 years ago. They chose this area because of the quiet, peaceful like rural setting with plenty of room to grow their family. There was a lot of land, wildlife, not many people and not a lot of traffic. They raised 7 kids in this house and my dad even worked for the Amherst Highway Dept. When I was growing up there was a neighbor down the road who raised chickens and my parents would have us walk down and buy eggs from him. My brothers and sisters and I would also walk down to Dodge Elementary School to play on the playground. We knew all of our neighbors and helped each other out. It was a family-like community.

In those 65 years I have seen a lot of growth. There is now a plaza at Dodge & Hopkins and a Professional building where there used to be a historical one room school house and woods. We also now have a middle school and a high school including athletic fields. Our section of Dodge Road connects them to Dodge Elementary School, which creates a tremendous amount of traffic especially when school is in session. When school is dismissed the traffic is backed up in all directions. We have neighbors who can't get out of their driveways. In the past year alone we have had 2 neighbors whose cars were totaled trying to get out of their driveway. Luckily, nobody was seriously hurt! Not to mention the fact that there are students walking on the road to get to school. With all of this traffic it is a very dangerous situation since there are no sidewalks. We need to consider all of these concerns for the safety of our residents and the children before someone gets killed. With an additional subdivision at 1789 Dodge Road, along with new subdivisions on New Road and Heim Road, it will create much more traffic - not just cars, but people traffic also. It is already a dangerous situation.

The proposal for the rezoning of 1789 Dodge Road states that the density of the project is 2.23 homes per acre. This is NOT consistent with our neighborhood since our densities are less than one because we all own an acre of land or more with only one home on it. The proposal also states the subdivision conforms to the nearby properties and the character of the neighborhood (which it does not!) and will not result in the overcrowding of land (which it will!). It states it will be aesthetically harmonious with nearby areas and structures. How is this true when our properties are an acre or more of land and have only one home on them? It does not fit here! It will definitely detract from our rural character. If we wanted to live on top of our neighbors we would have moved to Buffalo! There is currently a farm in our neighborhood who has a stand by the road and sells their fruits and vegetables. This is the country like setting many of us have grown up here with and we want to keep it that way! With so much more traffic we will be putting our lives in jeopardy to walk down the road and purchase our fresh produce.

We propose 4 houses all with Dodge Road frontage and no public roadway. This would be consistent with our neighborhood. It would conform and be harmonious with the nearby areas and structures and it WILL fit the character of our neighborhood.

We, the residents of Dodge Road, ask for your support in denying this proposal. We ask that you support us just as our families have supported the town for decades! Thank you!  
Sandy Mack

**1/18/2022**

Referred to Planning.

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>REFERRED [UNANIMOUS]</b>          |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |



## Amherst Town Board

5583 Main Street  
 Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
 Town Clerk

Meeting: 01/18/22 07:00 PM  
 Department: Councilmembers  
 DOC ID: 25294

### COMMUNICATION 2022-4

**REFERRED**

## Vote No to the Comprehensive Plan

The Communication below was sent to the Amherst Town Board:

After reading the article in the Sunday paper with regards to the project being considered in the Town of Amherst off of Ridge Lea Road, I feel the need to speak out.

I am very familiar with the area as my parents lived on Meyer Road and I still have ties to the neighborhood.

The developer, Benderson Davelopment Co., who also owns Delta Sonic, has proposed a large 108,000sq ft. Soap blending/warehouse directly behind town residents on Meyer Road. This will literally be in their backyards. It will also affect the surrounding area in many ways especially traffic concerns.

The residents were only informed of this proposed project because it requires the comprehensive plan to be amended to R&D Industrial. This would change the quality of life for the area and residents.

This is a small hamlet in the town. It combines residential and a mixed use of space; the Mel ott baseball fields; Sweet Home Middle School; shopping and office buildings. It is not an industrial area.

As members of the town board I hope you are all well aware of the area that will be affected. Your duties and loyalty are to the residents of the town. If you allow this to pass you will change the quality of life for taxpayer/residents in the affected area forever.

Amherst has always had a reputation for being an upscale great place to live and work. It is not always about the money proposed by the project. If this was being proposed in your back yard I'm sure you would vote NO.

Patty Giza

**1/18/2022**

Referred to Planning.

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>REFERRED [UNANIMOUS]</b>          |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |



**Amherst Town Board**

5583 Main Street  
Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
Town Clerk

Meeting: 01/18/22 07:00 PM  
Department: Supervisor  
DOC ID: 25279

**COMMUNICATION 2022-5**

**RECEIVED & FILED**

## Communication from Resident

The attached communication was received from Joel Finton.

**1/18/2022**

Received & Filed.

|                  |                                         |
|------------------|-----------------------------------------|
| <b>RESULT:</b>   | <b>RECEIVED &amp; FILED [UNANIMOUS]</b> |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor              |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember      |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala    |



-----Original Message-----

From: Joel Finton <cojofin202@gmail.com>

Sent: Tuesday, January 11, 2022 9:36 AM

To: Kulpa, Brian J. <bkulpa@amherst.ny.us>

Subject: Test kit and mask distribution

As a senior and a healthcare provider in the town of Amherst I was extremely disappointed in the handling of the dispensing of these two valuable tools for mitigating the spread of Covid in the town of Amherst. The communication relative to the availability of these services as well as the implementation was disappointing to say the least. At the test kit distribution on Harlem Road I witnessed cars entering the location from out of state as well as cars leaving the site after picking up test kits and getting back in line! No one was validating identification. The poor communication about the availability of the masks and where they were going to be distributed was also very disappointing. I called the Amherst library's and Senior Center, Monday Tuesday and Wednesday of last week, only because I read about it on the Erie County health department website. The messaging was vague and just said that one of those would be the places where the masks would be handed out. My last call to the library and senior Center was Wednesday. With each called the library's into the senior center I was told by the staff that they had no idea when the mass would be handed out! Unfortunately the only way I knew that masks were handed out at the senior center on Friday was when I read about it in the paper after the fact. I understand that these are difficult and challenging times for all... But I am hoping you can do a much better job of communicating to Amherst residents and also a more equitable job of distributing The masks and the kits ! Thank you.

Attachment: 1-22 Communication from Joel Finton (COM-2022-5 : Communication from Resident)



**Amherst Town Board**

5583 Main Street  
Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

Francina J. Spoth  
Town Clerk

Meeting: 01/18/22 07:00 PM  
Department: Supervisor  
DOC ID: 25301

14.4

**COMMUNICATION 2022-6**

**RECEIVED & FILED**

## Communication - Volunteer Resignation

The attached communication was received from Chris Drongosky.  
Term expired: 12/31/21.

**1/18/2022**

Received & Filed.

|                  |                                         |
|------------------|-----------------------------------------|
| <b>RESULT:</b>   | <b>RECEIVED &amp; FILED [UNANIMOUS]</b> |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor              |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember      |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala    |

**Subject:** Resignation from Rec Commission



Attachment: 12-30-21 Communication from Chris Drongosky (COM-2022-6 : Communication - Volunteer Resignation)



**Amherst Town Board**

5583 Main Street  
Williamsville, NY 14221  
[www.amherst.ny.us](http://www.amherst.ny.us)

14.5

Francina J. Spoth  
Town Clerk

Meeting: 01/18/22 07:00 PM  
Department: Town Clerk  
DOC ID: 25247

**COMMUNICATION 2022-7**

**REFERRED**

**Summons and Complaint: Jill Bingenheimer & Daniel  
Bingenheimer Vs. Town of Amherst Et Al.**

**1/18/2022**

Referred to Town Attorney.

|                  |                                      |
|------------------|--------------------------------------|
| <b>RESULT:</b>   | <b>REFERRED [UNANIMOUS]</b>          |
| <b>MOVER:</b>    | Brian J. Kulpa, Supervisor           |
| <b>SECONDER:</b> | Deborah Bruch Bucki, Councilmember   |
| <b>AYES:</b>     | Kulpa, Berger, Bucki, Lavin, Szukala |

STATE OF NEW YORK :  
SUPREME COURT : COUNTY OF ERIE

---

JILL BINGENHEIMER  
[REDACTED]  
[REDACTED]

DANIEL BINGENHEIMER  
[REDACTED]  
[REDACTED]

Plaintiffs

vs.

**SUMMONS**  
**Served with Complaint**  
**Index**

COUNTY OF ERIE  
95 Franklin Street  
Buffalo, New York 14202

CITY OF BUFFALO  
65 Niagara Square  
Buffalo, New York 14202

TOWN OF AMHERST  
5583 Main Street  
Williamsville, New York 14221

TOWN OF CHEEKTOWAGA  
3301 Broadway Street  
Cheektowaga, New York 14227

Defendants

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To the above named Defendants:

**YOU ARE HEREBY SUMMONED AND REQUIRED** to serve upon the Plaintiffs' attorneys, at the address stated below, a written Answer to the attached Complaint.

- BROWN CHIARI LLP -



- Page 2 -

If this Summons is served upon you within the State of New York by personal service you must respond within **TWENTY (20)** days after service, not counting the day of service. If this Summons is not personally delivered to you within the State of New York you must respond within **THIRTY (30)** days after service is completed, as provided by law.

If you do not respond to the attached Complaint within the applicable time limitation stated above, a Judgment will be entered against you, by default, for the relief demanded in the Complaint, without further notice to you.

This action is brought in the County of because of:

- ☒ Plaintiffs' residence or place of business;
- ☒ Defendants' residence or place of business;
- ☐ Designation made by Claimants.

DATED: Buffalo, New York  
December 20, 2021



Eric M. Shelton, Esq.

BROWN CHIARI LLP

Attorneys for Plaintiffs

2470 Walden Avenue

Buffalo, New York 14225-4751

(716) 681-7190

- BROWN CHIARI LLP -

STATE OF NEW YORK :  
SUPREME COURT : COUNTY OF ERIE

JILL BINGENHEIMER and  
DANIEL BINGENHEIMER

Plaintiffs

vs.

**COMPLAINT**

Index # \_\_\_\_\_

COUNTY OF ERIE,  
CITY OF BUFFALO,  
TOWN OF AMHERST and  
TOWN OF CHEEKTOWAGA

Defendants

Plaintiffs, JILL BINGENHEIMER and DANIEL BINGENHEIMER, by their attorneys,  
BROWN CHIARI LLP, for their Complaint in the above-entitled action, as follows:

1. At all times hereinafter mentioned, Plaintiffs, JILL BINGENHEIMER and  
DANIEL BINGENHEIMER, were and still are residents of the [REDACTED] at [REDACTED]  
[REDACTED]

2. At all times mentioned herein, Defendant, COUNTY OF ERIE, was and is a duly  
organized and constituted municipal entity and governmental subdivision of the State of New  
York, with main offices located in the County of Erie, State of New York.

3. At all times mentioned herein, Defendant, CITY OF BUFFALO, was and is a  
municipal corporation duly organized and existing under and by virtue of the laws of the State of  
New York, with main offices located in the County of Erie, State of New York.

- BROWN CHIARI LLP -

- Page 2 -

4. At all times mentioned herein, Defendant, TOWN OF AMHERST, was and still is a municipal corporation duly organized and existing under and by virtue of the laws of the State of New York, with main offices located in the County of Erie and State of New York.

5. At all times mentioned herein, Defendant, TOWN OF CHEEKTOWAGA, was and still is a municipal corporation duly organized and existing under and by virtue of the laws of the State of New York, with main offices located in the County of Erie and State of New York.

6. At all times mentioned herein, the Erie County Sheriff's Office was and is a Department of the Defendant, County of Erie.

7. At all times mentioned herein, the Buffalo Police Department was and is a Department of the Defendant, City of Buffalo.

8. At all times mentioned here, the Town of Amherst Police Department was and is a department of the Defendant Town of Amherst.

9. At all times mentioned herein, the Town of Cheektowaga Police Department was and is a department of the Defendant Town of Cheektowaga.

10. A Notice of Claim was served upon the County of Erie on March 10, 2021.

11. A Notice of Claim was served upon the City of Buffalo on March 10, 2021.

12. A Notice of Claim was served upon the Town of Amherst on March 10, 2021.

13. A Notice of Claim was served upon the Town of Cheektowaga on March 10, 2021.

- BROWN CHIARI LLP -

14. The Notices of Claim referred to above were all served within 90 days after the cause of action in this matter accrued.

15. A hearing was conducted by the County of Erie, City of Buffalo and Town of Cheektowaga, pursuant to General Municipal Law 50-h on June 23, 2021.

16. Although afforded the opportunity, the Town of Amherst did not exercise its option to conduct a hearing pursuant to General Municipal Law 50-h within 90 days of filing of the Notice of Claim.

17. This action was commenced within one year and ninety days after the cause of action herein accrued.

18. On or about December 10, 2020, at approximately 3:10 p.m., the Plaintiff, JILL BINGENHEIMER, was the operator of a 2014 GMC pickup truck while on Youngs Road at or near the intersection of Sheridan Drive.

19. That upon information and belief, prior to the aforesaid time, an unidentified male had stolen a 2011 Kia four door sedan within the Buffalo limits.

20. Upon information and belief, members of the Erie County Sheriff's Office, Buffalo Police Department, Town of Cheektowaga Police Department and Town of Amherst Police Department, pursued the aforesaid 2011 Kia four door sedan at various times and locations to and upon roadways known as Route 198, Route 33, Genesee Street, Transit Road and/or Sheridan Drive within the City of Buffalo, Town of Cheektowaga, and Town of Amherst.

- Page 4 -

21. That on or about December 10, 2020 at approximately 3:10 p.m., the Plaintiff, JILL BINGENHEIMER, was stopped at a red light on Youngs Road at the intersection of Sheridan Drive in the Town of Amherst in the aforesaid 2014 GMC pickup truck.

22. That when the traffic signal turned green, plaintiff, JILL BINGENHEIMER, proceeded into the intersection, at which point her 2014 GMC pickup truck was struck forcefully in the driver's side by the 2011 Kia four door sedan that had been and was being pursued by members of the Erie County Sheriff's Office, City of Buffalo Police Department, Town of Cheektowaga Police Department, and/or Town of Amherst Police Department.

**AS AND FOR A FIRST CAUSE OF ACTION AGAINST  
DEFENDANT, COUNTY OF ERIE, PLAINTIFF, JILL  
BINGENHEIMER, HEREIN ALLEGES:**

23. Plaintiff repeats and realleges each of the allegations set forth in paragraphs "1" through "22" as if fully set forth herein.

24. That the members of the Erie County Sheriff's Office that were engaged in the pursuit of the aforesaid 2011 Kia four door sedan had a duty and obligation to continually assess the risks of pursuing the 2011 Kia and to balance those risks against the need for continuing said pursuit.

25. Upon informatin and belief, during their pursuit of the aforementioned 2011 Kia, members of the Erie County Sheriff's Office failed to assess the risks and benefits of continuing the pursuit.

- BROWN CHIARI LLP -



- Page 5 -

26. While the aforesaid 2011 Kia was being pursued by members of the Erie County Sheriff's Office, it was caused to collide with the 2014 GMC pickup truck operated by Plaintiff, JILL BINGENHEIMER.

27. Upon information and belief, the aforesaid accident was caused or contributed to, due to the negligence, carelessness and recklessness of defendant, County of Erie, through its agents and department, the Erie County Sheriff's Office, without any fault or want of care on the part of the Plaintiff, JILL BINGENHEIMER, contributing thereto.

28. Upon information and belief, as a result of the foregoing, the Plaintiff, JILL BINGENHEIMER, sustained severe and serious personal injuries, including a "serious injury" as defined by Article 51 of the New York Insurance Law, and further incurred medical expenses and other economic damage in excess of "basic economic loss" all to her damage in an amount in excess of the jurisdictional limits of all lower courts that would otherwise have jurisdiction over this action.

**AS AND FOR A SECOND CAUSE OF ACTION AGAINST  
DEFENDANT, CITY OF BUFFALO, PLAINTIFF, JILL  
BINGENHEIMER, HEREIN ALLEGES:**

29. Plaintiff repeats and realleges each of the allegations set forth in paragraphs "1" through "22" as if fully set forth herein.

30. That the members of the City of Buffalo Police Department that were engaged in the pursuit of the aforesaid 2011 Kia four door sedan had a duty and obligation to continually assess the risks of pursuing the 2011 Kia and to balance those risks against the need for continuing said pursuit.

- BROWN CHIARI LLP -

31. Upon information and belief, during their pursuit of the aforementioned 2011 Kia, members of the City of Buffalo Police Department failed to assess the risks and benefits of continuing the pursuit.

32. While the aforesaid 2011 Kia was being pursued by members of the City of Buffalo Police Department, it was caused to collide with the 2014 GMC pickup truck operated by Plaintiff, JILL BINGENHEIMER.

33. Upon information and belief, the aforesaid accident was caused or contributed to due to the negligence, carelessness and recklessness of defendant, City of Buffalo, through its agents and department, the City of Buffalo Police Department, without any fault or want of care on the part of the Plaintiff, JILL BINGENHEIMER, contributing thereto.

34. Upon information and belief, as a result of the foregoing, the Plaintiff, JILL BINGENHEIMER, sustained severe and serious personal injuries, including a "serious injury" as defined by Article 51 of the New York Insurance Law, and further incurred medical expenses and other economic damage in excess of "basic economic loss" all to her damage in an amount in excess of the jurisdictional limits of all lower courts that would otherwise have jurisdiction over this action.

**AS AND FOR A THIRD CAUSE OF ACTION AGAINST  
DEFENDANT, TOWN OF CHEEKTOWAGA, PLAINTIFF, JILL  
BINGENHEIMER, HEREIN ALLEGES:**

35. Plaintiff repeats and realleges each of the allegations set forth in paragraphs "1" through "22" as if fully set forth herein.

- BROWN CHIARI LLP -

36. That the members of the Town of Cheektowaga Police Department that were engaged in the pursuit of the aforesaid 2011 Kia four door sedan had a duty and obligation to continually assess the risks of pursuing the 2011 Kia and to balance those risks against the needs for continuing said pursuit.

37. Upon information and belief, during their pursuit of the aforementioned 2011 Kia, members of the Town of Cheektowaga Police Department, failed to assess the risk and benefits of continuing the pursuit.

38. While the aforesaid 2011 Kia was being pursued by members of the Town of Cheektowaga Police Department, it was caused to collide with the 2014 GMC pickup truck operated by Plaintiff, JILL BINGENHEIMER.

39. Upon information and belief, the aforesaid accident was caused or contributed to due to the negligence, carelessness and recklessness of defendant, Town of Cheektowaga, through its agents and department, the Town of Cheektowaga Police Department, without any fault or want of care on the part of the Plaintiff, JILL BINGENHEIMER, contributing thereto.

40. Upon information and belief, as a result of the foregoing, the Plaintiff, JILL BINGENHEIMER, sustained severe and serious personal injuries, including a "serious injury" as defined by Article 51 of the New York Insurance Law, and further incurred medical expenses and other economic damage in excess of "basic economic loss" all to her damage in an amount in excess of the jurisdictional limits of all lower courts that would otherwise have jurisdiction over this action.

**AS AND FOR A FOURTH CAUSE OF ACTION AGAINST  
DEFENDANT, TOWN OF AMHERST, PLAINTIFF, JILL  
BINGENHEIMER, HEREIN ALLEGES:**

41. Plaintiff repeats and realleges each of the allegations set forth in paragraphs "1" through "22" as if fully set forth herein.

42. That the members of the Town of Amherst Police Department that were engaged in the pursuit of the aforesaid 2011 Kia four door sedan had a duty and obligation to continually assess the risks of pursuing the 2011 Kia and to balance those risks against the need for continuing said pursuit.

43. Upon information and belief, during their pursuit of the aforementioned 2011 Kia, members of the Town of Amherst Police Department, failed to assess the risks and benefits of continuing the pursuit.

44. While the aforesaid 2011 Kia was being pursued by members of the Town of Amherst Police Department, it was caused to collide with the 2014 GMC pickup truck operated by Plaintiff, JILL BINGENHEIMER.

45. Upon information and belief, the aforesaid accident was caused or contributed to due to the negligence, carelessness and recklessness of defendant, Town of Amherst, through its agents and department, the Town of Amherst Police Department, without any fault or want of care on the part of the Plaintiff, JILL BINGENHEIMER, contributing thereto.

46. Upon information and belief, as a result of the foregoing, the Plaintiff, JILL BINGENHEIMER, sustained severe and serious personal injuries, including a "serious injury" as defined by Article 51 of the New York Insurance Law, and further incurred medical expenses

- BROWN CHIARI LLP -

- Page 9 -

and other economic damage in excess of "basic economic loss" all to her damage in an amount in excess of the jurisdictional limits of all lower courts that would otherwise have jurisdiction over this action.

**AS AND FOR A FIFTH CAUSE OF ACTION AGAINST  
ALL DEFENDANTS, PLAINTIFF, DANIEL BINGENHEIMER,  
HEREIN ALLEGES:**

47. Plaintiff, DANIEL BINGENHEIMER, repeats and realleges each and every allegation set forth in paragraphs "1" through "46" above, as if fully set forth herein.
48. At all times herein mentioned, the Plaintiff, DANIEL BINGENHEIMER, was the lawful husband of the Plaintiff, JILL BINGENHEIMER.
49. As a result of the injuries sustained by the Plaintiff, JILL BINGENHEIMER, the Plaintiff, DANIEL BINGENHEIMER, was deprived of the services, society and companionship of the Plaintiff, JILL BINGENHEIMER, all to his damage in an amount which exceeds the jurisdictional limits of all other courts that would otherwise have jurisdiction over this matter.

WHEREFORE, Plaintiffs, JILL BINGENHEIMER and DANIEL BINGENHEIMER, hereby demand judgment against the above-named Defendants as follows:

- a. On the first cause of action against Defendant County of Erie, in an amount to be determined by a jury upon the trial of this action, together with the costs and disbursements of the action;

- BROWN CHIARI LLP -



- Page 10 -

b. On the second cause of action against Defendant City of Buffalo, in an amount to be determined by a jury upon the trial of this action, together with the costs and disbursements of the action;

c. On the third cause of action against Defendant Town of Cheektowaga, in an amount to be determined by a jury upon the trial of this action, together with the costs and disbursements of the action; and

d. On the fourth cause of action against Defendant Town of Amherst, in an amount to be determined by a jury upon the trial of this action, together with the costs and disbursements of the action.

e. On the fifth cause of action against all Defendants, in an amount to be determined by a jury upon the trial of this action, together with the costs and disbursements of the action.

DATED: Buffalo, New York  
December 20, 2021



Eric M. Shelton, Esq. for  
BROWN CHIARI LLP  
Attorneys for Plaintiffs  
2470 Walden Avenue  
Buffalo, New York 14225-4751  
(716) 681-7190

- BROWN CHIARI LLP -