# Amherst Town Board

## Regular Meeting of the Town Board

## Minutes

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

Francina J. Spoth
Town Clerk

**Monday, June 27, 2022** | **7:00 PM** | **Amherst Municipal Building**

## I. IN MEMORY

Sara Rogers

## II. INVOCATION

Councilmember Bucki

## III. PLEDGE OF ALLEGIANCE

## IV. ROLL CALL:

7:00 PM Meeting called to order on June 27, 2022 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

| Attendee Name | Organization | Title | Status | Arrived |
|---|---|---|---|---|
| Brian J. Kulpa | Town of Amherst | Supervisor | Present | |
| Jacqualine Berger | Town of Amherst | Deputy Supervisor | Present | |
| Deborah Bruch Bucki | Town of Amherst | Councilmember | Present | |
| Shawn Lavin | Town of Amherst | Councilmember | Present | |
| Michael Szukala | Town of Amherst | Councilmember | Present | |
| Francina J. Spoth | Town of Amherst | Town Clerk | Present | |
| Timothy Koller | Town of Amherst | Deputy Town Clerk | Present | |
| Stanley J. Sliwa | Town of Amherst | Town Attorney | Present | |
| Daniel J. Ulatowski | Town of Amherst | Assistant Planning Director/ZEO | Present | |
| Daryl Bramer | Town of Amherst | Comptroller | Present | |
| Lynda Juul | Town of Amherst | Director of Finance | Present | |
| Jeffrey S. Burroughs | Town of Amherst | Town Engineer | Present | |
| Patrick G. Lucey | Town of Amherst | Highway Superintendent | Present | |

# V. MINUTES APPROVAL

**1.** Monday, June 06, 2022

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

# VI. PROCLAMATIONS AND ANNOUNCEMENTS

Councilmember Bucki presented a commendation to Dr. Khalid Qazi.

Councilmember Lavin presented a commendation to David Wantuck.

# VII. PUBLIC HEARINGS

**Speakers will be limited to 3 minutes.**

**1. Resolution 2022-606**

## 2691 North Forest Road Reclassification

Request to reclassify 2691 North Forest Road from NCD-SA to NCD-GC.

**6/27/2022**
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 9:09 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 July 25th Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 9:18 PM.

| | | |
|---|---|---|
| **RESULT:** | **DECISION DATE [UNANIMOUS]** | **Next: 7/25/2022 7:00 PM** |
| **MOVER:** | Brian J. Kulpa, Supervisor | |
| **SECONDER:** | Jacqualine Berger, Deputy Supervisor | |
| **AYES:** | Kulpa, Berger, Bucki, Lavin, Szukala | |

**2. Resolution 2022-607**

## 1720, 1740 & 1760 Maple Road - Amendment to Bicentennial Comprehensive Plan

Request to Amend the Bicentennial Comprehensive Plan from "Commercial Office" to "Commercial Mixed-Use".

**6/27/2022**
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 8:03 PM.

Attorney Sean Hopkins presented.

The following speakers addressed the Town Board and spoke in opposition:
Bob Divita, 1725 Maple Rd
Karen Sterman, 1689 Maple Rd
Beverlee Hill (letter), 46 Brush Creek Rd
Randy Clark, 126 Brush Creek Rd
Robert Divita, 1735 Maple Rd

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the hearing until the July 25th Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was adjourned at 9:08 PM.

| | | |
|---|---|---|
| **RESULT:** | **ADJOURNED [UNANIMOUS]** | **Next: 7/25/2022 7:00 PM** |
| **MOVER:** | Brian J. Kulpa, Supervisor | |
| **SECONDER:** | Jacqualine Berger, Deputy Supervisor | |
| **AYES:** | Kulpa, Berger, Bucki, Lavin, Szukala | |

**3. Resolution 2022-608**

## 1811 & 1817 North Forest Road - Amendment to Bicentennial Comprehensive Plan

Request to Amend the Bicentennial Comprehensive Plan from Single Family Residential to Mixed Residential.

**6/27/2022**
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 7:09 PM.

Attorney Jeff Palumbo from Barclay Damon presented.

The following speakers addressed the Town Board and spoke in opposition:
Ronald Daniels, 1825 Maple Rd
Mary Stock, 80 Westport Ct
Donna Weston, 1806 N Forest Rd
Bill Goetzmann, 1850 N Forest Rd
Rodney & Cindy Krysztof, 1841 N Forest Rd
Jim Sahlem, 1840 N Forest Rd
Judy Moskal, 1854 N Forest Rd
Teresa Mistretta, 1835 N Forest Rd

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the July 25th Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 8:02 PM.

| | | |
|---|---|---|
| **RESULT:** | **DECISION DATE [UNANIMOUS]** | **Next: 7/25/2022 7:00 PM** |
| **MOVER:** | Brian J. Kulpa, Supervisor | |
| **SECONDER:** | Jacqualine Berger, Deputy Supervisor | |
| **AYES:** | Kulpa, Berger, Bucki, Lavin, Szukala | |

**4. Resolution 2022-609**

### 725 LeBrun Road

Public hearing with regard to an appeal from Notice of Proposed Historic Designation.

| | |
|---|---|
| **RESULT:** | **WITHDRAWN** |

## VIII. DEVELOPMENT REVIEW ACTIONS

**1. Resolution 2022-548**

### Adoption of Local Law to Amend the Zoning Map (4252-4258 Ridge Lea Road (Portion, BCD), Z-2021-07)

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

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of April 21, 2022 that the proposed RD & GI zoning at 4252-4258 Ridge Lea Road (portion, BCD) is consistent with the adopted Bicentennial Comprehensive Plan, as amended, 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 any conditions as recommended by the Planning Board as follows;

1. That the vehicle use area be no closer than 82 feet from the north property line of the properties addressed 350 through 390 Meyer Road and the east property line of the property addressed 390 Meyer Road.

2. That the petitioner install a berm a minimum of 4 feet in height and having a minimum 6 foot high solid wood fence on top of the berm that is a minimum of 50 feet from the bottom of the berm to the north property line of the properties addressed 350 through 390 Meyer Road.

3. That the petitioner preserve the existing vegetation south of the berm indicated in condition number 2.

4. That any proposed building be a minimum of 150 feet from the north property line of the properties addressed 350 through 390 Meyer Road.

5. That no parking lot lights be more than 18 feet in height above finished grade south of the building wall as extended to the east and west property boundaries, and that all site lighting shall use dark sky compliant fixtures.

6. That there be no exterior public address system.

7. That emergency exits be alarm activated.

8. That any future access from 4252-4258 Ridge Lea to Meyer Road be restricted to and for emergency vehicles and personnel only.

**6/6/2022**

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 7:40 PM.

Attorney James Boglioli, Benderson Development, presented.

The following speakers addressed the Town Board and spoke in opposition:
Gerri DiCosmo, 378 Meyer, Joe Voytovich, 35 Bucyrus, Jane Cox, 4584 Harlem, Sheila Goldberg, 306 Meyer and Don Smith, N. Long.

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing and set a decision date for the June 27th Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 8:16 PM.

**6/27/2022**

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

approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via Roll Call vote 4-1 (nay, Bucki).

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

## IX. 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 (9)**

**3. Amherst Community Diversity Commission (4)**

Councilmember Szukala appoints Cynthia Bass to the Amherst Community Diversity Commission for her first term to conclude December 31, 2025.

**4. Amherst Conservation Advisory Council (5)**

**5. Amherst Government Financial Advisory Board**

Membership is full.

**6. Amherst Industrial Development Agency**

Membership is full.

**7. Amherst Veterans Committee (3)**

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

**9. Board of Assessment Review**

Membership is full.

**10. Board of Electrician Examiners**

Membership is full.

**11. Board of Ethics**

Membership is full.

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

Membership is full.

**13. Design Advisory Board**

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

Membership is full.

**15. Employee Suggestion Review Committee**

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

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

**18. Glen Park Joint Board (1)**

Village vacancy

**19. Historic Preservation Commission**

Membership is full.

**20. Information Technology Advisory Committee (1)**

**21. Library Board of Trustees**

Membership is full.

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

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

**24. Planning Board**

Membership is full.

**25. Recreation Commission (1)**

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

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

**28. Traffic Safety Board**

Membership is full.

**29. Youth Board (5)**

Adult vacancies (6), Youth vacancies (0)

**30. Zoning Board of Appeals**

# X. PUBLIC EXPRESSION

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Public Expression was opened at 9:20 PM.

The following speakers addressed the Town Board:
Erica Rodman, 464 Allenhurst - bike path phones
Dave Wantuck, 748 Edgewater Dr. - bike path phones
Jim May, 106 Ivyhurst Rd. - flooding in backyard
Helaine Sanders, 171 Autumn Creek Ct. - Disability Committee resignation
Jane Cox, 4584 Harlem Rd. - fireworks permits

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 9:48 PM.

# XI. CONSENT AGENDA

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

# XII. COUNCILMEMBER RESOLUTIONS

***A. SUPERVISOR KULPA:***

**1. Resolution 2022-610**

## Amherst Urban Renewal Agency

**RESOLUTION DESIGNATING A PORTION OF THE BOULEVARD CENTRAL DISTRICT AS AN URBAN RENEWAL AREA AND THE TOWN BOARD TO ACT AS THE AMHERST URBAN RENEWAL AGENCY**

WHEREAS, for some time the Town Board of the Town of Amherst has been concerned with the declining condition of the Boulevard Mall and surrounding neighborhood. The Mall was opened in the 1960s and was the first indoor shopping center in the Buffalo area. Its success led to the growth of the surrounding commercial areas in this part of Town seen today. Over time and especially in recent years, changing retail formats and consumer shopping habits have made large indoor malls like the Boulevard Mall obsolete. Several anchor stores at the site are closed and stores within the mall have begun to move out. The approximately 65-acre site contains an extremely large structure at just over 900,000

square feet and large, underutilized surface parking lots which pose a great challenge to redevelop and utilize this massive site in the heart of the commercial area of Town; and

WHEREAS, the Boulevard Mall and its surroundings, with its location in the busiest commercial area of Town, known as the Boulevard Central District, and major thoroughfares such as Niagara Falls Boulevard and Maple Road serving it, with its declining state and loss of its businesses, and changing national and regional trends, is ripe to become something entirely new. Its overall redevelopment will not only increase the Town's tax base but will also provide amenities, businesses, and transportation options to existing residents while creating a place to attract new residents and visitors. As a large site, the Town and its partners can plan its redevelopment holistically, considering all aspects such as planning, zoning, and infrastructure at one time to enable future plans that stay true to the overall vision for the site; and

WHEREAS, the Town Board has already begun consideration of how to revitalize the Boulevard Central District by creating the Boulevard Central District Action Plan, and amending the Town Comprehensive Plan accordingly, which builds upon previous studies and established a vision for the area that seeks to:

- Implement the Town's Comprehensive Plan vision for land use and development which includes:
  - Diverse neighborhoods, ranging in character from traditional to suburban to rural
  - Pedestrian-friendly, interconnected, mixed-use development patterns
  - Revitalized older neighborhoods and commercial corridors
  - Open space integrated into the overall pattern of development
  - Development standards that promote objectives such as improved visual character, revitalization
- Capture future business development and economic growth potential projected to occur within the region along the I-290 corridor. (2016 Town of Amherst Economic Study)
- Build around the concept of transit-oriented development and expand mobility options through the NFTA's Metro Rail Expansion project, an enhanced transit extension to the north of University Station. (Proposed Action by the Niagara Frontier Transportation Authority Metro Rail Expansion Project, nftametrorailexpansion.com)
- Support the regional vision for strengthening and reinvesting in communities and improving mobility; this includes using new technologies and upgraded street features on multi-modal arterials such as Niagara Falls Boulevard. (Moving Forward 2050: A Regional Transportation Plan for Buffalo Niagara)
- Evaluate existing sites along commercial corridors with underutilized property, and outdated or otherwise obsolete commercial buildings to propose new, mixed-use, infill development. (2019 Mixed-Use Zoning Districts adopted by Town of Amherst for infill and retrofit areas)
- Leverage funding tools available through the Federal Opportunity Zone program, in addition to other available sources of funding. (Amherst Industrial Development Agency, OpportunityZones.hud.gov); and

WHEREAS, pursuant to Article 15 of the New York General Municipal Law, the Town is authorized to undertake urban renewal programs for the redevelopment of substandard, underutilized, or insanitary areas that are having a blighting influence on the surrounding property; and

WHEREAS, the Town Board desires to employ such powers to improve portions of the Town within the Boulevard Central District; and

WHEREAS, the Town Board further desires to designate itself as the party responsible for carrying out the functions and powers of the Town under Article 15 of the General Municipal Law, acting as the Amherst Urban Renewal Agency;

NOW THEREFORE BE IT RESOLVED, by the Town Board of the Town of Amherst, as follows:

1. Pursuant to § 504 of the General Municipal Law, the Town Board hereby finds and designates the "Boulevard Central District Urban Renewal Area" as described in the attached **Schedule A**, as an area appropriate for urban renewal as defined in § 502(3) of the General Municipal Law.

2. Said designation is made because the area is underutilized and having a long-term deteriorating impact on the community, particularly the neighboring commercial properties.

3. The Town Board, acting as the Amherst Urban Renewal Agency ("AURA"), is hereby designated as the Agency, as that term is defined in §502(4) of the General Municipal Law, for the purposes of carrying out the functions vested in that office by Article 15 of the General Municipal Law.

4. AURA will prepare an Urban Renewal Plan, as that term is defined in §502(7) of the General Municipal Law, for the redevelopment of the Boulevard Central Urban Renewal Area consisting of the Boulevard Mall property and nearby properties as determined by AURA, which shall conform to the comprehensive plan of the Town and the Boulevard Central District Action Plan.

5. Upon completion, the Urban Renewal Plan shall be submitted to the Town Planning Board, which, within ten weeks after receipt of the Plan, shall, after a duly noticed public hearing, certify whether the Plan complies with §502(7) of the General Municipal Law, and conforms to the findings of this Resolution made pursuant to §504 of the General Municipal Law.

6. The Town Board intends to act as the Lead Agency for the redevelopment of the Boulevard Central District Urban Renewal Area under the State Environmental Quality Act. Notice shall be given of the Town's intent to all involved agencies.

7. This Resolution shall be effective immediately.

**6/27/2022**
Consent

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

### *B. DEPUTY SUPERVISOR BERGER:*

**1. Resolution 2022-611**

## Fire Prevention Bee Ad

**WHEREAS,** Fire Prevention week is the week including October 9th as proclaimed in 1925 by President Calvin Coolidge to commemorate the Great Chicago Fire; and

**WHEREAS,** the October 9-15, 2022 Fire Prevention campaign "Learn the Sounds of Fire Safety!" works to educate about the essentials of the sounds of fires, how to aid, assist, and avoid when a fire ensues; and

**WHEREAS,** the Town of Amherst strives to keep its residents safe and has historically paid for an ad in the Amherst Bee to promote this important campaign with fire prevention activities at all ten of the fire departments in the Town.

**NOW, THEREFORE, BE IT RESOLVED** that the Amherst Town Board approves a Fire Prevention Week full page ad in the Amherst Bee for all fire departments in the Town of Amherst to be paid from Avoidable Alarm Fund T-2999.4002.

**6/27/2022**
Consent

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

### *C. COUNCILMEMBER BUCKI:*

### *D. COUNCILMEMBER LAVIN:*

### *E. COUNCILMEMBER SZUKALA:*

# XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

### *A. TOWN ATTORNEY:*

**1. Resolution 2022-547**

## Local Law Amending Chapter 4 - Administration of Government

**6/6/2022**
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 7:29 PM.

Stanley Sliwa, Town Attorney, presented.

The following speaker addressed the Town Board:
Don Smith, N. Long St. - restructuring and changing the way the department functions

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing and set a decision date for the June 27th Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:40 PM.

**6/27/2022**
Consent

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

**2. Resolution 2022-612**

## First Amendment to Purchase and Sale Agreement - TOA to 111 North Maplemere (CRS #3459)

**AGENDA ITEM - JUNE 27TH, 2022**

**TO:** **Town Board**

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

**DATE:** **June 22, 2022**

**SUBJECT:** **First Amendment Of Purchase and Sale Agreement Town of Amherst To 111 North Maplemere LLC (CRS #3459)**

Kindly adopt a resolution authorizing the Supervisor's signature on the above-referenced agreement *nunc pro tunc* pending successful completion of the CRS.

Thank you.

SJS:nmb

c: Tim Koller, Deputy Town Clerk (**Agenda Item : June 27, 2022**)

**6/27/2022**
Consent

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

**3. Resolution 2022-613**

## Authorization to Commence Surplus Monies Action - 346 Beach Road, Cheektowaga

**AGENDA ITEM : JUNE 27TH, 2022**

**TO:** **Town Board**

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

**DATE:** **June 22, 2022**

**RE:** **Authority To Commence Surplus Money Proceeding**
***346 Beach Road (Cheektowaga, New York)**

Kindly adopt a resolution authorizing the Town Attorney's Office to commence a surplus money proceeding to recover surplus funds held by the Erie County Comptroller's Office in connection with the foreclosed property at 346 Beach Road, Cheektowaga, New York 14225. The Amherst, Cheektowaga, Tonawanda HOME Consortium has a lien against the foreclosed property and hopes to recoup a part of the unpaid loan through the surplus funds being held by the Erie County Comptroller's Office.

Thank you.

AD:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item - June 27, 2022**)

**6/27/2022**
Consent

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

**4. Resolution 2022-614**

## Authorization to Commence Surplus Monies Action - 38 Burns Street A.K.A. 38 Burns Court, Tonawanda

**AGENDA ITEM : JUNE 27TH, 2022**

**TO:** **Town Board**

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

**DATE:** **June 22, 2022**

**RE:** **Authority To Commence Surplus Money Proceeding**
***38 Burns Street a/k/a 38 Burns Court (Tonawanda, New York)**

Kindly adopt a resolution authorizing the Town Attorney's Office to commence a surplus money proceeding to recover surplus funds held by the Erie County Comptroller's Office in connection with the foreclosed property at 38 Burns Street a/k/a 38 Burns Court Tonawanda, New York 14150. The Amherst, Cheektowaga, Tonawanda HOME Consortium has a lien against the foreclosed property and hopes to recoup a part of the unpaid loan through the surplus funds being held by the Erie County Comptroller's Office.

Thank you.

AD:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item - June 27, 2022**)

**6/27/2022**
Consent

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

**5. Resolution 2022-615**

## Authorization to Commence Surplus Monies Action - 433 Campus Drive, Amherst

**AGENDA ITEM : JUNE 27TH, 2022**

**TO:** **Town Board**

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

**DATE:** **June 22, 2022**

**RE:** **Authority To Commence Surplus Money Proceeding**
***433 Campus Drive (Amherst, New York)**

Kindly adopt a resolution authorizing the Town Attorney's Office to commence a surplus money proceeding to recover surplus funds held by the Erie County Comptroller's Office in connection with the foreclosed property at 433 Campus Drive, Amherst, New York 14226. The Amherst, Cheektowaga, Tonawanda HOME Consortium has a lien against the foreclosed property and hopes to recoup a part of the unpaid loan through the surplus funds being held by the Erie County Comptroller's Office.

Thank you.

AD:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item - June 27, 2022**)

**6/27/2022**
Consent

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

**6. Resolution 2022-616**

## Authorization to Commence Surplus Monies Action - 61 Stanton Street, Williamsville

**AGENDA ITEM : JUNE 27TH, 2022**

**TO: Town Board**

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

**DATE: June 15, 2022**

**RE: Authority To Commence Surplus Money Proceeding**
***61 Stanton Street (Williamsville, New York)**

Kindly adopt a resolution authorizing the Town Attorney's Office to commence a surplus money proceeding to recover surplus funds held by the Erie County Comptroller's Office in connection with the foreclosed property at 61 Stanton Street, Williamsville, New York 14221. The Amherst, Cheektowaga, Tonawanda HOME Consortium has a lien against the foreclosed property and hopes to recoup a part of the unpaid loan through the surplus funds being held by the Erie County Comptroller's Office.

Thank you.

AD:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item - June 27, 2022**)

**6/27/2022**
Consent

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

**7. Resolution 2022-617**

## Authorization to Commence Surplus Monies Action - 242 University Avenue, Tonawanda

**AGENDA ITEM : JUNE 27TH, 2022**

**TO: Town Board**

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

**DATE: June 22, 2022**

**RE: Authority To Commence Surplus Money Proceeding**
***242 University Avenue (Tonawanda, New York)**

Kindly adopt a resolution authorizing the Town Attorney's Office to commence a surplus money proceeding to recover surplus funds held by the Erie County Comptroller's

Office in connection with the foreclosed property at 242 University Avenue, Tonawanda, New York 14223. The Amherst, Cheektowaga, Tonawanda HOME Consortium has a lien against the foreclosed property and hopes to recoup a part of the unpaid loan through the surplus funds being held by the Erie County Comptroller's Office.

Thank you.

AD:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item - June 27, 2022**)

**6/27/2022**
Consent

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

**8. Resolution 2022-618**

## Authorization to Commence Surplus Monies Action - 935 Casey Road, East Amherst

**AGENDA ITEM : JUNE 27TH, 2022**

**TO:** **Town Board**

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

**DATE:** **June 15, 2022**

**RE:** **Authority To Commence Surplus Money Proceeding**
***935 Casey Road (East Amherst, New York)**

Kindly adopt a resolution authorizing the Town Attorney's Office to commence a surplus money proceeding to recover surplus funds held by the Erie County Comptroller's Office in connection with the foreclosed property at 935 Casey Road, East Amherst, New York 14051. The Amherst, Cheektowaga, Tonawanda HOME Consortium has a lien against the foreclosed property and hopes to recoup a part of the unpaid loan through the surplus funds being held by the Erie County Comptroller's Office.

Thank you.

AD:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item - June 27, 2022**)

**6/27/2022**
Consent

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

**9. Resolution 2022-619**

## Settlement of Article 7 Matter - Windsor Park Retail Center

**AGENDA ITEM : JUNE 27TH, 2022**

**TO:** **Town Board**

**FROM:** **Samuel A. Alba, Esq., Senior Deputy Town Attorney**

**DATE:** **June 22, 2022**

**RE:** **Settlement of Article 7 Matter**
**Windsor Park Retail Center A/K/A WP Properties, LLC**
**A/K/A WRSB Development Co., LLC, A/K/A WRSB Dev. Co., LLC v.**
**Town of Amherst**

Kindly adopt a resolution authorizing the following:

(1) Settlement of the above matter as detailed in the attached Consent Order; and

(2) Authorizing Senior Deputy Town Attorney Samuel A. Alba, Esq. to sign the attached Consent Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : June 27, 2022**)
Emily Murphy, Town Assessor

**6/27/2022**
Consent

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

**10. Resolution 2022-620**

## Settlement of Article 7 Matter - Uniland Partnership of Delaware, LP & Univest II Corporation

**AGENDA ITEM : JUNE 27TH, 2022**

**TO:** **Town Board**

**FROM:** **Samuel A. Alba, Esq., Senior Deputy Town Attorney**

**DATE:** **June 22, 2022**

**RE:** **Settlement of Article 7 Matter**
**Uniland Partnership of Delaware, LP & Univest II Corporation v. Town of Amherst, et al.**

Kindly adopt a resolution authorizing the following:

(1) Settlement of the above matter as detailed in the attached Consent Order; and

(2) Authorizing Senior Deputy Town Attorney Samuel A. Alba, Esq. to sign the attached Consent Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : June 27, 2022**)
Emily Murphy, Town Assessor

**6/27/2022**
Consent

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

**11. Resolution 2022-621**

## Settlement of Article 7 Matter - Lisa Friedman & Scott Friedman; Todd Levine; and Raul Vazquez

**AGENDA ITEM : JUNE 27TH, 2022**

**TO:** **Town Board**

**FROM:** **Samuel A. Alba, Esq., Senior Deputy Town Attorney**

**DATE:** **June 22, 2022**

**RE:** **Settlement of Article 7 Matter**
**Lisa Friedman & Scott Friedman; Todd Levine; and Raul Vazquez v. Town of Amherst**

Kindly adopt a resolution authorizing the following:

(1) Settlement of the above matter as detailed in the attached Interim Consent Order; and

(2) Authorizing Senior Deputy Town Attorney Samuel A. Alba, Esq. to sign the attached Interim Consent Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : June 27, 2022**)
Emily Murphy, Town Assessor

**6/27/2022**
Consent

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

**12. Resolution 2022-622**

## Settlement of Article 7 Matter - Golden Triangle Association LLC

**AGENDA ITEM : JUNE 27TH, 2022**

**TO:** **Town Board**

**FROM:** **Samuel A. Alba, Esq., Senior Deputy Town Attorney**

**DATE:** **June 22, 2022**

**RE:** **Settlement of Article 7 Matter**
**Golden Triangle Association LLC v. Town of Amherst, et. al.**

Kindly adopt a resolution authorizing the following:

(1) Settlement of the above matter as detailed in the attached Consent Order and Judgment; and

(2) Authorizing Senior Deputy Town Attorney Samuel A. Alba, Esq. to sign the attached Consent Order and Judgment as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : June 27, 2022**)
Emily Murphy, Town Assessor

**6/27/2022**
Consent

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

**13. Resolution 2022-623**

## Settlement of Article 7 Matter - PNY II, LLC V. Town of Amherst, Et Al.

**AGENDA ITEM : JUNE 27TH, 2022**

**TO:** **Town Board**

**FROM:** **Samuel A. Alba, Esq., Senior Deputy Town Attorney**

**DATE:** **June 22, 2022**

**RE:** **Settlement of Article 7 Matter**

**PNY II, LLC v. Town of Amherst, et al.**

Kindly adopt a resolution authorizing the following:

(1) Settlement of the above matter as detailed in the attached Consent Order and Judgment; and

(2) Authorizing Senior Deputy Town Attorney Samuel A. Alba, Esq. to sign the attached Consent Order and Judgment as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : June 27, 2022**)
Emily Murphy, Town Assessor

**6/27/2022**
Consent

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

***B. TOWN CLERK:***

**1. Resolution 2022-624**

## New Firefighter for East Amherst Fire Department

New firefighter for the East Amherst Fire Department lives in the Town of Clarence and resides within the East Amherst Fire District.

Nicholas Becker
8175 Old Post Road East
E. Amherst, NY 14051

**6/27/2022**
Consent

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

**2. Resolution 2022-625**

## Fireworks Permit - Park Country Club - July 4Th

Request for fireworks permit on July 4, 2022 at approximately 9:30PM at Park Country Club, 4949 Sheridan Drive with the following conditions:

1. Minimum secured diameter of site shall be 520 feet, maximum 8 inch shell size per permit.
2. That the audience be 520 feet from the fireworks discharge location for vertical mortars.
3. That one (1) 5-lb ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
4. That the trajectory of shells shall not come within 25 feet of overhead objects.
5. That the actual shooters listed on the application be present at the site or a substitute shooters list be submitted five (5) or more days prior to the event.
6. Display shall follow NFPA 1123-2018 & IFC 2020.
7. Crowds over 1000 people require a crowd managers as per the International Fire Code.
8. If you would like to start the display earlier than the time proposed you must call 689-1212 before starting to be approved by our office.
9. The Amherst Town Board shall designate a time when the Fireworks display must conclude.

**6/27/2022**
Consent

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

**3. Resolution 2022-626**

## Fireworks Permit - Park Country Club - July 16Th

Request for fireworks permit on July 16, 2022 at approximately 10:30 pm at Park Country

Club, 4949 Sheridan Drive with the following conditions:

1. Minimum secured diameter of site shall be 280 feet, maximum 4 inch shell size per permit.
2. That the audience be 280 feet from the fireworks discharge location for vertical mortars.
3. That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
4. That the trajectory of shells shall not come within 25 feet of overhead objects.
5. That the actual shooters listed on the application be present at the site or a substitute shooters list be submitted five (5) or more days prior to the event.
6. Display shall follow NFPA 1123-2018 & IFC 2018.
7. Crowds over 1000 people require crowd managers.
8. If you would like to start the display earlier then the time proposed you must call 689-1212 before starting to be approved by our office.

**6/27/2022**
Consent

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

**4. Resolution 2022-627**

## Fireworks Permit - Transit Valley Country Club - July 4Th

Request for fireworks permit on July 4, 2022 at approximately 9:30 PM at Transit Valley Country Club, 8920 Transit Road with the following conditions:

1. That the Spectators, parking areas and dwellings be 350 feet from the fireworks discharge location for vertical mortars. (max. 5 inch shells)
2. That one (1) 5-lb ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
3. That the trajectory of shells shall not come within 25 feet of overhead objects.
4. That the actual shooters listed on the application be present at the site or a substitute shooters list be submitted five (5) or more days prior to the event.
5. If you would like to start the display earlier then the time proposed you must call 689-1212 before starting to be approved by our office.
6. Display shall follow NFPA 1123-2018 & IFC 2020.
7. Crowds over 1000 people require a crowd managers as per the International Fire Code.
8. The Amherst Town Board shall designate a time when the Fireworks display must conclude.

**6/27/2022**
Consent

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

**5. Resolution 2022-628**

## Fireworks Permit - Country Club of Buffalo - July 4Th

Request for fireworks permit on July 4, 2022 at approximately 9:30PM at Country Club of Buffalo, 250 Youngs Road with the following conditions:

1. That the Spectators, parking areas and dwellings be 350 feet from the fireworks discharge location for vertical mortars. (max 5 inch shells)
2. That one (1) 5-lb ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on the site layout.
3. That the trajectory of shells shall not come within 25 feet of overhead objects.
4. That the actual shooters listed on the application be present at the site or a substitute shooters list be submitted five (5) or more days prior to the event.
5. If you would like to start the display earlier than the time proposed you must call 689-1212 before starting to be approved by our office.
6. Display shall follow NFPA 1123-2018 & IFC 2020.
7. The Amherst Town Board shall designate a time when the Fireworks display must conclude.
8. Crowds over 1000 people a crowds managers as per the International Fire Code.

**6/27/2022**
Consent

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

## *C. ASSESSOR:*

## *D. BUILDING/BUILDING MAINTENANCE:*

## *E. CENTRAL ALARM:*

## *F. COMPTROLLER:*

### 1. Resolution 2022-629

# Budget Transfers and Amendments

**For June 27, 2022 Town Board Agenda**

To: Town Board
From: Office of Town Comptroller
Date: 6/22/2022
Re: Various Department Budget Transfers / Amendments

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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 - 2022***

| ***FROM:*** | ***TO:*** |
|---|---|
| N2123.4000 Contractual $20,000 | N2157.1000 Personal Services $18,578.73<br>N2157.8030 FICA $1,421.27 |
| *To record a budget transfer from CDBG & Vg. Program Income to CDBG Payroll Program Income.* | |
| A1900.4000 Contingency $54,312.00 | A1230.1000 Personal Services $45,642.00<br>A1230.8030 FICA $3,492.00<br>A1230.8050 Health Ins. $4,930.00<br>A1230.8051 Dental $222.00<br>A1230.8052 Vision $26.00 |
| *To transfer funds from contingency to Economic Development for new hire.* | |
| A1990.4000 Contingency $25,000.00 | A1620.1000 Personal Service $23,223.41<br>A1620.8030 FICA $1,776.59 |
| *To transfer funds contingency to Building Maintenance to supplement new hire assigned to KP2204 Amherst Central Park.* | |
| N2044.4000 Cheektowaga HOME $17,349.00 | N2047.4000 Closing Cost Assist $17,349.00 |
| *Requested per department.* | |
| G9916.1000 Personal Services $95,989.91<br>G9916.8030 FICA $7,343.23<br>G9916.4090 Professional Services $40,616.86 | G9916.4900 Plant Contracts $143,950.00 |
| *To transfer funds from personal services to Plant Contracts for engineering support services under CRS# 3451.* | |

***BUDGET AMENDMENTS - 2022***

| ***INCREASE:*** | ***INCREASE:*** |
|---|---|
| N2123.02785 CDBG & VG PI $170.00 | N2123.4000 Contractual $170.00 |
| *To recognize Community Development program income from 169 Hillcrest, Amherst* | |
| A3649.04589 ARPA- Federal Emergency Aid $206,363.59 | A3649.2600 ARPA- Other $206,363.59 |
| *To increase the budget for Campbell Blvd Project using American Rescue Plan Act funds.* | |

D5112.03507 State Aid - CHIPS $133,944.76 D5112.2800 Paving - CHIPS $133,944.76
*To record a budget amendment for State Aid for Pave Our Potholes (POP) program.*

N2140.02785 Amh HOME Rehab $18,626.85 N2140.4000 Contractual $18,626.85
N2154.02785 Amherst Admin- PI $2,069.65 N2154.4003 Admin $2,069.65
*To recognize Community Development program income from 321 Tennyson, Williamsville.*

KP2204.04589 ACP - Federal Emergency Aid $1,200,000 KP2204.1000 Personal Services $185,787.00
KP2204.8030 FICA $14,213.00
KP2204.4000 Contractual $100,000.00
KP2204.4971 Design $900,000.00
*To setup the budget up for ARPA Subrecipient for Amherst Central Park, CRS#3362.*

N2150.02785 Tonawanda HOME- PI $22,722.30 N2150.4000 Contractual $22,722.30
N2153.02785 Tonawanda Admin- PI $2,524.70 N2153.4003 Admin $2,524.70
*To recognize Community Development program income from 23 Westchester, Tonawanda.*

**6/27/2022**
Consent

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

**2. Resolution 2022-630**

## Accept Audit Period Ending 12/31/2021

The Town Board is requested to formalize the acceptance of the audit report for the year ended 12/31/2021. Drescher & Malecki LLP presented the year end to the Town Board on May 9, 2022. The Financial Statements are available on the Town's website.

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

**6/27/2022**
Consent

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

**3. Resolution 2022-631**

## Closing Capital Projects

To facilitate the closing of capital projects (KP Fund) throughout the year, I am requesting approval from the Town Board to move excess capital projects funds through budget transfers into .9000 interfund transfers from expenditure lines in capital projects without coming back to the Town Board for approval for each transaction.

Interfund transfers for closed capital projects will be recorded in the appropriate fund and org account as interfund revenue and recorded as debt reserve fund balance for future principal and interst payments.

**6/27/2022**
Consent

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

***G. CONTRACT COMPLIANCE:***

**1. Resolution 2022-632**

## Award Bid #2022011 - PVC Pipe and Fittings - CRS #3440

**WHEREAS,** bids were opened on April 28, 2022 for Bid #2022011 for PVC Pipe and Fittings; and

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

**NOW, THEREFORE, BE IT RESOLVED,** the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Core and Main LP; and

**BE IT FURTHER RESOLVED**, the Town Board authorizes the Supervisor to sign the contract with Core and Main LP.

**6/27/2022**
Consent

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

**2. Resolution 2022-633**

## Award Bid #2022015 - Food Service Products - CRS #3456, 3457, 3458

**WHEREAS,** bids were opened on June 2, 2022 for Bid #2022015 Food Service Products; and

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

**NOW, THEREFORE, BE IT RESOLVED,** the Town Board authorizes the Contract Compliance and Administration Department to award this bid to WB Mason, Agni Enterprises dba Head to Heels Safety Supplies, and Hill & Markes, Inc.; and

**BE IT FURTHER RESOLVED,** the Town Board authorizes the Supervisor to sign the contract with the above listed vendors; and

**BE IT FURTHER RESOLVED,** that the contracts are being awarded pending successful completion of the contract routing system due to the need for product.

**6/27/2022**
Consent

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

***H. COURT:***

***I. ECONOMIC DEVELOPMENT:***

***J. EMERGENCY SERVICES:***

***K. ENGINEERING:***

**1. Resolution 2022-634**

## Amherst Girls Softball Facility Construction - Change Order No. 1 Occhino Corporation

The Engineering Department Facility is requesting Town Board approval to authorize a no-cost time extension for the above referenced project. As detailed in their attached request, the contractor is requesting extension of the contract completion date to July 29, 2022. This request is contingent on approval through the contract routing system (CRS #3468).

There are no ancillary costs associated with this request.

Thank you for your consideration.

**6/27/2022**
A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion was then made by Deputy Supervisor Berger to amend, seconded by Councilmember Lavin and unanimously approved 5-0. The 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.

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

**2. Resolution 2022-635**

## New Street Lighting Engineering Services WD AESLA, PC CRS No. 3455

The Town is in receipt of a proposal from Wendel WD AESLA, PC to provide preliminary engineering, cost estimation, and provide recommendations where new lighting in the Town would be beneficial with a focus on arterial and collector roadways. The deliverable will be used to plan for street light expansion in future years.

After review of the proposal, the Engineering Department is requesting the approval of an expenditure of funds in the amount of $10,585.00 as proposed by Wendel WD AESLA, PC to provide the above Engineering Services.

Funding is available from account A5182 - 4110. This request is pending approval of the contract review procedure. Thank you for considering this request.

**6/27/2022**
Consent

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

**3. Resolution 2022-636**

## Moyno™ Progressive Cavity Pump Parts Procurement Shrier Martin Process Equipment CRS No. 3450

The Engineering Department-Water Pollution Control Facility is requesting that the Town Board authorize the Supervisor to sign an agreement with Shrier-Martin Process Equipment. This agreement is for Moyno™ progressive cavity pump parts as listed on Shrier-Martin quote 8550, attached and dated June 10, 2022. Shrier-Martin Process Equipment is the "sole source" supplier of Moyno™ parts for our territory. The WPCF also requests a waiver from insurance as this company will be utilizing a third party delivery service. The total cost of this procurement shall be $21,614.49 plus freight. The term of this contract will be from date of execution by the Town of Amherst through September 30, 2022.

Funds will be available in KP2136-2150.

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

**6/27/2022**
Consent

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

*L. FINANCE:*

*M. HIGHWAY*

**1. Resolution 2022-637**

## Highway Department CIP Scope Amendment

The Highway Department respectfully requests that the 2022 Capital Improvement Program be amended for Scope wording for 2022 - 2027 CIP project H-9 LA for Town - Wide Repair of Playground Equipment.

The proposed scope change is "replace, repair and construct structures, equipment including but not limited to restrooms, fencing, gazebo's, picnic benches and tables within the Town of Amherst Parks System.

Thank you for your time and consideration.

**6/27/2022**
Consent

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

*N. HUMAN RESOURCES:*

**1. Resolution 2022-638**

## Military Leave of Absence Without Pay/Police Department

Please authorize a Leave of Absence Without Pay for Military Duty, to Matthew Holt, Police Officer in the Police Department. Effective August 1, 2022 through June 30, 2023.

**6/27/2022**
Consent

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

**2. Resolution 2022-639**

## Social Caseworker (Senior Citizens)/Senior Center

Please appoint a Social Caseworker (Senior Citizens) to the Senior Center. Provisional, pending satisfactory completion of a Civil Service Examination. Effective June 28, 2022 at an annual salary of $43,147, Grade 9, Step B for John Jones.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

Replacing an employee who resigned.

**6/27/2022**
Consent

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

**3. Resolution 2022-640**

## Supervising Fire Dispatcher/Central Fire Alarm

Please designate a Supervising Fire Dispatcher to head the Central Fire Alarm Office. Effective June 28, 2022 at an annual salary of $96,741.85, Grade 6, Step L of the Exempt Department Head Salary Schedule for James Koeppel.

**6/27/2022**
Consent

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

**4. Resolution 2022-641**

## Community Liaison/Economic Development

Please create and appoint a Community Liaison to the Economic Development Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective June 28, 2022, at an annual salary of $71,616, Grade 15, Step I for Benjamin Ansell.

Contingent upon completing all pre-employment requirements.

**6/27/2022**
Consent

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

**5. Resolution 2022-642**

## Wastewater Facilities Mechanic/Engineering Plant #16

Please appoint a Wastewater Facilities Mechanic to the Engineering Department, Plant #16. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 28, 2022, at an hourly rate of $23.15, Grade IV, Step 1 for Clinton Szatkowski.

Contingent upon completing all pre-employment requirements.

Replacing an employee who retired.

**6/27/2022**
Consent

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

**6. Resolution 2022-643**

## Extended Sick Leave of Absence Without Pay/Town Clerk

Please authorize an Extended Sick Leave of Absence Without Pay to Eileen Kielich, Clerk Typist at the Town Clerk's Department. Effective June 18, 2022 through September 17, 2022.

**6/27/2022**
Consent

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

***O. INFORMATION TECHNOLOGY:***

***P. PLANNING:***

**1. Resolution 2022-644**

## To Authorize the Planning Department to Expend Funds from the Trust Account for the Veterans Memorial Consistent with Town Board Resolution RES-2011-871 for the Purpose of Engraving the Names of Veterans and Making Repairs to the Veterans Memorial

WHEREAS, the Town of Amherst Town Board established the Town of Amherst Veterans Memorial in 2011, and

WHEREAS, the names of Veterans are engraved on the Memorial at the request of the veterans or their families and a fee of $200 is charged per name that includes $139 for engraving with the remaining amount deposited into a Trust Account for repairs and maintenance, and

WHEREAS, currently the Town of Amherst has received applications for names to be added to the Memorial this year, and

WHEREAS, the Town of Amherst has Leon Komm and Sons under contract to engrave the names of the Veterans and complete stone and masonry service maintenance at $140 per hour in 2021, and

WHEREAS, the Veterans Memorial currently needs minor repairs to the existing Memorial wall itself, and

THEREFORE BE IT RESOLVED, that the Amherst Town Board hereby authorizes the Planning Department to not to exceed $10,000.00 for the current fiscal year from the Veterans Memorial Trust Account T-4017-4002 for the purpose of engraving additional veterans names and completing maintenance repairs on the Amherst Veterans Memorial.

**6/27/2022**
Consent

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

**2. Resolution 2022-645**

## To Authorize Minor Amendments to the FY 2021 & FY 2022 Annual Action Plans for the Community Development Infrastructure Budget

WHEREAS, the Town Board has adopted the FY 2021 & FY 2022 Annual Action Plans on behalf of the Towns of Amherst, Cheektowaga and Tonawanda (ACT) HOME Consortium which programs the expenditure of funds for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Funding; and

WHEREAS, the Planning Department is seeking to amend the FY 2021 & FY 2022 Action Plans to reallocate $60,000 in Entitlement CDBG funds according to the following program/budget lines; and

| **Decrease/Remove:** | | |
|---|---|---|
| FY2021 Façade Program | $ | 30,000.00 |
| FY2022 Façade Program | $ | 30,000.00 |

| **Increase:** | | |
|---|---|---|
| FY2021 Public Infrastructure & Historic Preservation | $ | 30,000.00 |
| FY2022 Public Infrastructure & Historic Preservation | $ | 30,000.00 |

WHEREAS, these amendments will provide additional funds for infrastructure improvements in Town; now therefore

BE IT RESOLVED, the Town of Amherst Town Board hereby authorizes the above minor amendments to the FY 2021 & FY2022 Annual Action Plans.

**6/27/2022**
Consent

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

**3. Resolution 2022-646**

## Sidewalk Waiver Request - SWW-2022-02; 71 Thornbury Drive

Sidewalk Waiver Request, SWW-2022-02, for property located at 71 Thornbury Drive (SBL# 28.04-2-20.12). Michael Mommertz, Petitioner.

WHEREAS pursuant to Chapter 83 of Town Code, the subject request has been reviewed by the Traffic Safety Coordinator, Engineering Department and the Planning Department and,

WHEREAS the Town Board has reviewed the recommendations of the reviewing bodies and,

NOW THEREFORE BE IT RESOLVED that the Town Board hereby denies the subject request for the waiver of the installation of sidewalks along the frontage of 71 Thornbury Drive and,

NOW THEREFORE FURTHER BE IT RESOLVED that sidewalks be installed in accordance with Chapter 83 of Town Code along the frontage of 71 Thornbury Drive.

**6/27/2022**
A motion to adjourn was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

**7/11/2022**
A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion was then made by Councilmember Bucki to amend, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Councilmember Bucki, seconded by Deputy Supervisor Berger and approved 4-0.

| | | |
|---|---|---|
| **RESULT:** | **ADJOURNED [UNANIMOUS]** | **Next: 7/11/2022 3:00 PM** |
| **MOVER:** | Brian J. Kulpa, Supervisor | |
| **SECONDER:** | Jacqualine Berger, Deputy Supervisor | |
| **AYES:** | Kulpa, Berger, Bucki, Lavin, Szukala | |

**4. Resolution 2022-647**

## To Authorize the Town to Submit a Certified Local Government (CLG) Grant Application for a Historic Preservation Public Educational Program CRS #3453

WHEREAS the Town of Amherst became a Certified Local Government (CLG) for historic preservation on October 3, 1994, and

WHEREAS the New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP) offers grants to CLGs for various historic preservation projects, and

WHEREAS consistent with its mission, the Amherst Historic Preservation Commission desires to hold a joint public educational program in the summer of 2023 together with the Buffalo Niagara Heritage Village and Preservation Buffalo Niagara, now, therefore, be it

RESOLVED that the Town Board authorizes the Amherst Historic Preservation Commission to prepare an application to the NYSOPRHP CLG Program to secure funds for an educational program in 2023, and be it further

RESOLVED that the Amherst Town Supervisor is authorized to submit the FY 2023 grant application for an amount not to exceed fifteen thousand one hundred and twenty-five dollars ($15,125) to the NYSOPRHP and to execute a project agreement and associated agreements with the State if the grant is awarded, and be it further

RESOLVED that if the grant application is approved, the recommended match of up to 26% of the project cost [not to exceed four thousand dollars ($4,040)] will be provided through Town staff time, donated services and/or volunteer labor subject to CRS approval.

**6/27/2022**
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Bucki. A motion was then made by Supervisor Kulpa to amend, seconded by Councilmember Bucki and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimoulsy approved 5-0.

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

***Q. POLICE:***

**1. Resolution 2022-648**

## Davis-Ulmer (CRS #3410) Sprinkler Inspection Agreement: APD Headquarters

**Town Board Agenda Item: June 27, 2022**

**TO: Town Board**

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

**RE: Davis-Ulmer (CRS #3410)**
**Sprinkler Inspection Agreement: APD Headquarters**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract between the Town of Amherst (Police) and Davis-Ulmer, One Commerce Drive, Amherst, New York 14228 with regard to the above-entitled matter. This contract has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: June 27, 2022)**

**6/27/2022**
Consent

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

**2. Resolution 2022-649**

## Davis-Ulmer (CRS #3423) Sprinkler Inspection Agreement: Bailey Avenue Training Facility

**Town Board Agenda Item: June 27, 2022**

**TO: Town Board**

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

**RE: Davis-Ulmer (CRS #3423)**
**Sprinkler Inspection Agreement: Bailey Avenue Training Facility**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract between the Town of Amherst (Police) and Davis-Ulmer, One Commerce Drive, Amherst, New York 14228 with regard to the above-entitled matter. Approval of this contract is contingent upon the successful completion of the Contract Routing System.

Thank you.

SPC:msl

Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: June 27, 2022)**

**6/27/2022**
Consent

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

**3. Resolution 2022-650**

## Williamsville Central School District (CRS #3389) School District Student Resource Officer Program

**TOWN BOARD AGENDA ITEM: JUNE 27, 2022**

**TO:** **Town Board**

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

**RE:** **Williamsville Central School District (CRS #3389) School District Student Resource Officer Program**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and Williamsville Central School District with regard to the above-entitled matter. This agreement will run from July 1, 2022 through June 30, 2023. This agreement has successfully completed the Contract Routing process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: June 27, 2022)**

**6/27/2022**
Consent

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

**4. Resolution 2022-651**

## Authorization for Payment NOCO Energy Corp.

**TOWN BOARD AGENDA ITEM: JUNE 27, 2022**

**TO:** **Town Board**

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

**RE:** **Authorization for Payment**
**NOCO Energy Corp.**

Kindly adopt a resolution authorizing the Comptroller's Office to pay an outstanding invoice to NOCO Energy Corp. in the amount of $13,970.26 for the purchase of fuel. The townwide contract with NOCO Energy expired on December 16, 2021 at which time the Town entered into a new townwide fuel contract with a different vendor. The Police Department made the purchase for fuel with NOCO Energy unaware of the Town's new vendor. NOCO Energy honored the previously approved pricing from the expired contract for this purchase. Going forward, the Police department will be purchasing fuel from the approved vendor.

Thank you.

SPC:msl
C: Tim Koller, Deputy Town Clerk **(Agenda Item: June 27, 2022)**

**6/27/2022**
Consent

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

**5. Resolution 2022-652**

## First Amendment of Targeted Tactical Team Grant (CRS #3454) NYS Division of Homeland Security and Emergency Services Original Approved Grant Agreement: CRS #2702

**TOWN BOARD AGENDA ITEM: JUNE 27, 2022**

**To:** **Town Board**

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

**Re:** **First Amendment of Targeted Tactical Team Grant (CRS #3454) NYS Division of Homeland Security and Emergency Services Original Approved Grant Agreement: CRS #2702**

Kindly adopt a resolution authorizing the Supervisor to adopt and electronically execute (if required) the attached amendment with regard to the above matter. This amendment is for a time extension only as inventory is on backorder due to the COVID-19 pandemic. The original grant agreement was approved by the Town Board on June 21, 2021 by Resolution #2021-554. Approval of this amendment is contingent upon successful completion of the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk *(w/attachment, Agenda Item: June 27, 2022)*

**6/27/2022**
Consent

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

***R. SENIOR SERVICES:***

**1. Resolution 2022-653**

## Class Instructor/Sub-Contractor Commitment Form CRS #3418 - Mary Ann Belus

We respectfully request Town Board permission to authorize the Supervisor to sign the contract between the Town of Amherst (Department of Senior Services) and knitting instructor, Mary Ann Belus.

**6/27/2022**
Consent

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

**2. Resolution 2022-654**

## Billiards Table Recovering - Michael Shriver- Bison Billiards - CRS #3373

We respectfully request the Town Board permission to authorize the Supervisor to sign the Independent Contractor Commitment Form between the Town of Amherst (Department of Senior Services) and Michael Shriver - Bison Billiards.

**6/27/2022**
Consent

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

**3. Resolution 2022-655**

## Class Instructor/Sub-Contractor Commitment Form CRS #3417 Daniel Meyer

We respectfully request Town Board permission to authorize the Supervisor to sign the Contractor/Sub-Contractor Commitment Form between the Town of Amherst ( Department of Senior Services ) and Daniel Meyer.

**6/27/2022**
Consent

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

*S. YOUTH AND RECREATION:*

**1. Resolution 2022-656**

## Arts & Culture Committee Concert - CRS #3441 - Buffalo Silver Band

Authorize the Supervisor to sign a contract between the Town of Amherst and the Buffalo Silver Band for a concert at the Buffalo Niagara Heritage Village on August 11, 2022.

**6/27/2022**
Consent

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

**2. Resolution 2022-657**

## Arts & Culture Committee Concert - CRS #3439 - Anderson Big Band

Authorize the Supervisor to sign a contract between the Town of Amherst, the Village of Williamsville and Anderson Big Band for a concert at Glen Park on July 21, 2022.

**6/27/2022**
Consent

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

**3. Resolution 2022-658**

## Arts & Culture Committee Concert - CRS #3416 (BNCB)

Authorize the Supervisor to sign a contract between the Town of Amherst (Arts & Culture Committee) and the Buffalo Niagara Concert Band for a concert on August 18, 2022 at Amherst State Park.

**6/27/2022**
Consent

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

**4. Resolution 2022-659**

## Market Performer - CRS #3421 (Wolcott & Grossman)

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Cindy Sue Wolcott and Bryan Grossman for a concert at the August 14, 2022 Farmers' Market at Bassett Park.

**6/27/2022**
Consent

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

**5. Resolution 2022-660**

## Market Performer - CRS #3422 (Rick Strusienski)

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Rick Strusienski for a concert at the July 10, 2022 Farmers' Market at Bassett Park.

**6/27/2022**
Consent

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

**6. Resolution 2022-661**

## Market Vendor CRS #3447 - Divine Nosh

Authorize the Supervisor to sign contracts between the Town of Amherst (Youth & Recreation Department) and Christine R. Gibney (Divine Nosh) for participation in the Farmers' Markets at Bassett Park for 2022.

**6/27/2022**
Consent

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

**7. Resolution 2022-662**

## Event Performer CRS #3448 - Nolan Curtis

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Nolan Curtis for performance at the "Row, Row, Row Your Boat" event on July 30, 2022.

**6/27/2022**
Consent

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

**8. Resolution 2022-663**

## Notice of Award - CRS #2875

Authorize the Town of Amherst to accept a Notice of Award (CRS #2875) from the United States Department of Health and Human Services in the amount of $233,928.00 to be used by the Amherst Youth & Community Coalition (formerly the Amherst Task Force for Healthy Community*Healthy Youth) for the provision of substance abuse prevention activities in the town.

**6/27/2022**
Consent

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

**9. Resolution 2022-664**

## Performer Contract - CRS #3449 (Spoor)

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Kadie Spoor for emcee services, pending successful completion of the contract routing process.

**6/27/2022**
Consent

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

**10. Resolution 2022-665**

## Carpet Replacement - NARC CRS #3272

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Allied Flooring Contractors, Inc. for carpet replacement at the North Amherst Recreation Center.

**6/27/2022**
Consent

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

# XIV. UNFINISHED BUSINESS

**1. Resolution 2022-266**

## Local Law Amending Chapter 151 - Property Maintenance

Public Hearing with respect to a Local Law amending Chapter 151 - Property Maintenance.

**3/14/2022**
A motion to adjourn was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 4-0.

**3/28/2022**
A motion to adjourn was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

**4/11/2022**
A motion to adjourn was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

**4/25/2022**
A motion to adjourn was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

**5/9/2022**
A motion to move it to Unfinished Business was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 4-0.

| | | |
|---|---|---|
| **RESULT:** | **TABLED (NO VOTE)** | **Next: 7/11/2022 3:00 PM** |

# XV. COMMUNICATIONS

**1. Communication 2022-64**

## Request for Public Hearing - 2605 Amherst Manor Drive

Request from Sean Hopkins, Esq. for a public hearing with respect to the rezoning of 2605 Amherst Manor Drive from CF to OB.

This hearing has been scheduled for July 25th.

**6/27/2022**
Consent

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

**2. Communication 2022-65**

## Request for Public Hearing - 5117 & 5105 Sheridan Drive and 543 & 553 Mill Street

Request from Sean Hopkins, Esq. for a public hearing with respect to the rezoning of 5117 & 5105 Sheridan Drive and 543 & 553 Mill Street from MS and R-4 to DC-3.

This hearing has been scheduled for July 25th.

**6/27/2022**
Consent

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

**3. Communication 2022-66**

## Newman Center Fee Waiver

Request from the Newman Center seeking a waiver of the tent permit fee for their 45th annual Chicken Barbecue on Sunday, August 14, 2022.

Response from the Building Commissioner is attached.

**6/27/2022**
Consent

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

**4. Communication 2022-67**

## Communication from the Amherst Committee on Disabilities

Dear Board Members:

The Committee on Disabilities has spent the past couple of months working on an infographic to enhance multimedia accessibility education in our community. We are pleased to share the final project with you. Mr. Sliwa, our town attorney, has approved the infographic for distribution. The Committee's next step is to publish the infographic to the Town website and to distribute it across social, news, and print media. The Committee will prepare a press release to accompany any print/news media submissions.

The Committee is grateful for your support of our endeavors ensuring Amherst remains a model for inclusivity and accessibility.
--
**Erica Rodman**
Town of Amherst Committee on Disabilities **|** *Chair*
Niagara University Disability Awareness Training Program **|** *Project Assistant*
WNY Mitochondrial Disease Group **|** *Co-Admin*
WNY Neurodiversity Group **|** *Leader*
[redacted]

**6/27/2022**
A motion was made by Supervisor Kulpa, seconded by Councilmember Bucki to refer the communication to Planning, IT and the Amherst Chamber of Commerce.

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

**5. Communication 2022-68**

## Canandaigua Niagara Falls Trail Input

Resident(s) perspective on the Canandaigua Niagara Falls Trail.

**6/27/2022**
Referred to Planning, Engineering, Attorney & Traffic and Safety.

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

**6. Communication 2022-69**

## Notice of Claim: Beverly Crosby Vs. Town of Amherst

**6/27/2022**
Referred to Town Attorney.

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

**7. Communication 2022-70**

## Notice of Claim: Anita Demarais Vs. Town of Amherst

**6/27/2022**
Referred to Town Attorney.

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

**8. Communication 2022-71**

## Notice of Claim: Pamela Armstrong Vs. Town of Amherst Et Al.

**6/27/2022**
Referred to Town Attorney.

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

**9. Communication 2022-72**

## Notice of Claim: Progressive A/S/O Sandhu Vs. Town of Amherst

**6/27/2022**
Referred to Town Attorney.

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

**10. Communication 2022-73**

## Notice of Claim: Joseph Voytovich Vs. Town of Amherst Et Al.

**6/27/2022**
Referred to Town Attorney.

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

**11. Communication 2022-74**

### Notice of Claim: Shannonann Mack Vs. Town of Amherst

**6/27/2022**
Referred to Town Attorney.

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

## XVI. PUBLIC IMPROVEMENT PERMITS

**1. Resolution 2022-666**

### PIP 3103 - Waterline – Muir Woods Site B

Attached please find an application for a Waterline Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $74,400.00.

We are sending one (1) check to the Comptroller's Office, $150.00 to be retained as a Permit Fee for the Town Clerk and $74,250.00 which will be held in escrow to cover the inspection cost.

At this time we are asking for your approval of the application for PIP No. 3103.

**6/27/2022**
Consent

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

**2. Resolution 2022-667**

## PIP 3014 - Sanitary Sewer – Muir Woods Site B

Attached please find an application for a Sanitary Sewer Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $38,538.50.

We are sending one (1) check to the Comptroller's Office, $150.00 to be retained as a Permit Fee for the Town Clerk, $37,750.00 which will be held in escrow to cover the inspection cost, and $638.50 to cover the televising cost and to be deposited in the SS District 16 account G9000-02377.

At this time we are asking for your approval of the application for PIP No. 3103.

**6/27/2022**
Consent

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

**3. Resolution 2022-668**

## PIP 3105 - Waterline – 1265 Sweet Home Road Apartment Complex

Attached please find an application for a Waterline Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $11,226.00.

We are sending one (1) check to the Comptroller's Office, $150.00 to be retained as a Permit Fee for the Town Clerk and $11,076.20 which will be held in escrow to cover the inspection cost.

At this time we are asking for your approval of the application for PIP No. 3105.

**6/27/2022**
Consent

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

# XVII. SUSPENSION OF RULES

Deputy Supervisor Berger moved to open Suspension of Rules to bring forth 3 unlisted items. The motion was seconded by Councilmember Lavin and unanimously approved 5-0. Suspension of Rules was opened at 9:54 PM.

Supervisor Kulpa made a motion to enter Executive Session regarding the Micro-Link lawsuit, seconded by Councilmember Szukala and unanimously approved 5-0. Executive session began at 10:02 PM. Executive session ended at 10:05 PM.

There being no further business requiring Suspension of Rules, Supervisor Kulpa moved to close, seconded by Councilmember Bucki and unanimously approved 5-0. Suspension of Rules was closed at 10:06 PM.

**1. Resolution 2022-670**

## Emergency Purchase for Vac-Con

**Suspension to Town Board Agenda Item June 27, 2022**

**TO:** **Amherst Town Board**

**FROM:** **Jacqualine Berger, Deputy Supervisor**

**DATE:** **June 27, 2022**

**RE:** **Emergency Purchase for Vac-Con**

**BE IT RESOLVED,** the Amherst Town Board grants permission for ~~emergency~~ a sole source purchase of Vac-Con as requested in the supporting paperwork.

**6/27/2022**
A motion to approve was made by Deputy Supervisor Berger and seconded by Councilmember Bucki. A motion was then made by Deputy Supervisor Berger to amend, seconded by Councilmember Bucki and unanimously approved 5-0. The amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

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

**2. Resolution 2022-672**

## Amusement License for 4276 Maple Road, Papi Grande

**Suspension to Town Board Agenda Item June 27, 2022**

**TO:** **Amherst Town Board**

**FROM:** **Jacqualine Berger, Deputy Supervisor**

**DATE:** **June 27, 2022**

**RE:** **Amusement License for 4276 Maple Road, Papi Grande**

**BE IT RESOLVED,** the Amherst Town Board grants permission for Amusement License Application dated 5/25/2022 with the recommendations of Supervising Code Enforcement Officer Douglas Gesel in the supporting paperwork.

**6/27/2022**
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Szukala and unanimously approved 5-0.

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

**3. Resolution 2022-671**

## Micro-Link, LLC V. Town of Amherst

**SUSPENSION AGENDA ITEM : June 27th, 2022**

**TO:** **Town Board**

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

**DATE:** **June 27, 2022**

**RE:** **Micro-Link, LLC v. Town of Amherst**

**WHEREAS,** the Town of Amherst is involved in a jury trial in front of the Honorable Timothy J. Walker in a case called Micro-Link, LLC v. Town of Amherst; and

**WHEREAS,** Justice Walker is prohibiting Town Attorney Sliwa from interposing objections

and co-counsel Marc W. Brown, Esq., is prohibiting Town Attorney Sliwa from making stipulations on the record; and

**THEREFORE, BE IT RESOLVED,** that the Town Board hereby authorizes Town Attorney Sliwa to also make objections on the record and to make stipulations.

**6/27/2022**
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

## XVIII. 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 10:05 PM.

There were no speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Bucki and unanimously approved 5-0. Public Expression was closed at 10:05 PM.

## XIX. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Councilmember Bucki and unanimously approved 5-0. The Town Board meeting of June 27, 2022 was adjourned at 10:06 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26030 **RESOLUTION 2022-606** **DECISION DATE**

# 2691 North Forest Road Reclassification

Request to reclassify 2691 North Forest Road from NCD-SA to NCD-GC.

**6/27/2022**
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 9:09 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 July 25th Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 9:18 PM.

| | | |
|---|---|---|
| **RESULT:** | **DECISION DATE [UNANIMOUS]** | **Next: 7/25/2022 7:00 PM** |
| **MOVER:** | Brian J. Kulpa, Supervisor | |
| **SECONDER:** | Jacqualine Berger, Deputy Supervisor | |
| **AYES:** | Kulpa, Berger, Bucki, Lavin, Szukala | |

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Director

Daniel J. Ulatowski, A
Assistant Planning Dire

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

**Town Board Agenda of June 27, 2022**

June 15, 2022

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

Subject: Amendment #76 to Audubon New Community District Development Plan to reclassify 1.37± acres of land from NCD-SA to NCD-GC; property located at 2691 North Forest Road (NCD); Z-2022-03.

Honorable Members:

The subject parcel is a 1.37± acre rectangular shaped parcel located on the east side of North Forest Road, approximately 0.39 mile northwest of the intersection of North Forest Road and John James Audubon Parkway. The subject parcel has 150± ft. of frontage on North Forest Road and a depth of 406± ft. and is occupied by a single family home.

The subject parcel is part of a larger 8.20± acre property consisting of three parcels; the other two parcels are currently zoned NCD-GC, and are vacant and partially wooded. Town Ditch No. 6 is located on a 50-foot easement located along the east side of the proposed development area. To the north, the subject property is bordered by a multi-family residential development (senior housing).

North Forest Road is an Erie County roadway and classified as a collector roadway on Figure 9 of the Bicentennial Comprehensive Plan.

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

The purpose of this reclassification request is to incorporate the subject parcel into the proposed larger development area to permit future development of four 5-story apartment buildings (220 units total) with recreation facilities, parking for 368 vehicles and 2 stormwater management areas. Proposed site access is via two driveways on North Forest Road.

The subject property was classified New Community District (NCD) permitting the uses allowed in the Suburban Agriculture District under the zoning ordinance in effect on December 23, 1972 with the adoption of the Town-wide zoning map and ordinance on January 19, 1976. Adjoining parcels located at 2635-2655 North Forest Road were reclassified from NCD-SA, NCD-ND and NCD-MOS to NCD-GC by the Town Board in 2007.

Honorable Town Board

Reclassify 1.37± acres of land from NCD-SA to NCD-GC;
2691 North Forest Road
Agenda of June 27, 2022

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

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

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

*Objectives*

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

The proposed reclassification along with the existing parcels currently zoned NCD-GC will offer 220 apartment units for lease. On-site common facilities include a clubhouse and swimming pool.

The Building Department and Williamsville School District have no concerns with the proposed request.

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

The proposed reclassification along with the existing parcels will offer approximately 2.1± acres of greenspace and landscaping as part of the proposed development.

The project site is located across the road from the Jewish Community Center and Weinberg Campus, through which there is access to the Ellicott Creek Trailway.

*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.*

There are no commercial, office, or industrial uses proposed as part of the overall project.

The Assessor's Office has no objection to the request provided the rezoning is for building single family homes, but not under condominium status.

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

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

The project site is approximately 1.2 miles west of the commercial strip on Millersport Highway (including Getzville Plaza).

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

The majority (7.5 acres of 8.2 acres) of the proposed overall site will be developed with buildings, parking or landscaping. Stormwater management areas are depicted on the concept site plan. Town Ditch #6 is located on the eastern edge of the site.

The Engineering Department has no comments related the reclassification action. Proper drainage systems will be developed and ultimately approved during site plan review for the multifamily development.

The NYSDEC's review indicates project construction (multifamily development) will require a State Pollutant Discharge Elimination System General Permit for Stormwater Discharges from Construction Activity (GP-0-20-001), Stormwater Pollution Prevention Plan (SWPPP), and Notice of Intent (NOI) prior to commencement of the project.

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

There is no opportunity for a transition of land use from rural to urban in the immediate area, as this area within the New Community District has been developed with a mix of single-family, multifamily, commercial and institutional uses. The project is in keeping with the use and intensity of recent developments along this area of North Forest Road.

*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.*

Subsequent to reclassification, the proposed multifamily development of 220 apartment units and 368 parking spaces will generate approximately 87 vehicular trips during the peak hour at full development. A traffic impact study dated April 27, 2022 does not recommend signalization or improvements to the public roadway.

The Traffic/Safety Board approved the site plan with the following conditions:

1. Establish a pedestrian connection through the subject parcel to allow for public pedestrian travel between North Forest complexes (JCC, Weinberg, ect.) to the Municipal Complex located at Gordon R. Yeager Drive.

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

2. TIS Comments:
   a) Recommendations in the TIS indicate that an advanced warning sign be placed on N. Forest in the NB direction to warn drivers that there is an intersection ahead. The W2-2 sign is reserved for intersections of side roads, not private driveways, per MUTDC. Obtain ECDPW approval specific to this sign placement.
   b) Check the PM Peak Hour number of entering trips. ITE Trip Generation Manual indicates a PM Enter of 72 trips (fitted curve).

The Highway Department review is pending.

The NYSDEC's review indicates the proposed project will be considered a sanitary sewer extension and the Erie County Health Department will be the approving agency. A detailed Downstream Sewer Capacity Analysis must be performed and submitted for the project during *site plan review for the multifamily development)* as part of the Project's Engineering Report.

*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 majority of the proposed overall site (7.5 acres of 8.2 acres) will be developed. and therefore, will not preserve significant new amounts of open space in the NCD.

The NYSDEC review indicates:
(1) That the New York State Natural Heritage Program databases document occurrences of Spiny Softshell turtle (Apalone spinifera), a species of special concern, in the vicinity of the project site were last identified in 2018. Further information from on-site surveys or other sources may be required to fully assess impacts on biological resources.
(2) The project site appears to be within an archaeologically sensitive area based on information obtained through the Cultural Resource Information System (CRIS) on the NYS OPRHP.

Note: A Phase I Cultural Resource Investigation was prepared in 2002. The New York State Office of Parks, Recreation and Historic Preservation stated in their April 18, 2022 clearance letter that no archaeological and/or historical resources listed in or eligible for the State or National Registers of Historic Places will be impacted by this project.

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

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

This site is not located in the 100 year floodplain or a floodway.

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

It is noted that there no sidewalks along this section of North Forest Road. The concept plan does not illustrate any on-site pedestrian or bicycle amenities. See Engineering Department and Traffic Safety Board recommendations in 2-2E and 2-2G above.

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

The requested change is generally compatible with the character of development in the immediate vicinity. The property is adjacent to a multi-family development consisting of apartments. The property is a short distance from the UB North Campus and retail/commercial activity alone Millersport Highway.

Generally, development in the NCD competes with other development in the open market place. Conversely, development in NCD is a response to development outside of the Audubon area; resulting in a balancing throughout the Town in general.

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

The proposed multifamily development includes limited common areas and recreation facilities, but does not provide any new civic or community facilities for the larger NCD. Adequate civic and community facilities are located in the vicinity in the Town municipal complex, religious institutions, commercial nodes and the Ellicott Creek Trailway.

*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 Bicentennial Comprehensive Plan's Conceptual Land Use Plan (Figure 6) indicates Commercial-Office for this section of North Forest Road extending northwest from its intersection with Audubon Parkway. Figure 9 also shows Medium Residential (12-60 units/acre) for the adjoining area to the northwest. This proposed reclassification will be Amendment #76 to the Audubon Development Plan.

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

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

A reclassification to NCD-GC allows for the use of development standards that provide flexible design while requiring sound, equitable development to take place in this district. The provisions of the NCD are aimed at creating an equally aesthetically satisfying environment and design as could be achieved under traditional zoning.

The proposed concept plan does not fully adhere to the design guidelines of the NCD, as it is designed to maximize density and provides minimal greenspace, and aligns with the design guidelines only in that it provides for limited green space on the site.

**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. The subject site is already in the NCD. The surrounding development is also in the NCD therefore, the reclassification from NCD-SA to NCD-GC is consistent with the objectives of this section.

*5-2-5* Use Regulations.

*5-2-5A(4)* General Commercial. Use Classification: The proposed use is suitable for the surrounding development. The concept plan shows a residential use, which is allowed in the "General Commercial" use classification, as GC includes all uses allowed in the lower classifications, including "Neighborhood" where "dwelling units of every type" are permitted.

*5-2-5B* Use Mixture

(1) The concept plan does not provide a mix of housing types, only apartments for lease are proposed.
(2) The proposed development project does not include any commercial uses.
(3) The application indicates that approximately 2.1 acres (25.6% of the overall site) will be in greenspace and landscaping.

In the context of the overall NCD, the proposed multifamily residential development supports a residential alternative to single family developments and supports an overall mix of uses in the NCD.

*5-2-6* Dimensional Standards

*5-2-6A* Density: The density regulation applies to the entire New Community District (4,121± acres) within the Town. Although the proposed concept site plan shows a density of 26.8 units per acre, it does not bring the overall NCD density beyond the threshold of 5 units/acre.

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

*5-2-6B* Dwelling Unit Area: The concept plan does not show the floor area of any structures.

*5-2-6C* Minimum Area: Not applicable. The subject rezoning is already in the NCD.

*5-2-6D* Building Arrangements. The concept site plan depicts four 5-story buildings, each having an approximate footprint of 1,435 s.f. The buildings are arranged in a triangle around the proposed club house and swimming pool with the 368 parking spaces around the perimeter of the property (providing common space in the center).

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

The concept plan provided meets the present and future needs of the community by increasing the availability of housing in northwest Amherst. As depicted, in the conceptual site plan, the proposal generally represents a sound development plan for the site. However, reducing the size of the proposed building would allow greater buffers and more landscaping to improve the site aesthetics and provide onsite recreational opportunities for residents of the development.

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

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

**E) THE PROPOSED DEVELOPMENT PLAN IS CONSISTENT WITH THE TOWNCOMPREHENSIVE PLAN**

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

ADEQUATE SERVICES AND UTILITIES

Public utilities exist along North Forest Road. The Engineering Department has no comments related to utilities for this reclassification action. Detailed engineering for utilities will be developed and ultimately approved during site plan review for the subsequent multifamily development, including an evaluation of downstream sanitary sewer capacity.

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

Honorable Town Board

Reclassify 1.37± acres of land from
NCD-SA to NCD-GC;
2691 North Forest Road
Agenda of June 27, 2022

RECOMMENDATION

SEQR: This is a Type I Action. Other Involved Agencies have been solicited and the Town has assumed Lead Agency status. The environmental assessment is complete. Pursuant to Local Law #3-82, as amended, and the requirements of SEQR, the proposal is not expected to have a significant adverse effect on the environment.

The Planning Board recommends that your Honorable Body concur with the Planning Board's findings and that the subject request be **approved** based on the attached resolution.

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, a Negative Declaration and a resolution for the Town Board's consideration.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/GP/ac
Att.
X:\Current_Planning\Files\Rezonings\2022\Z-2022-03_(2691_N_Forest_Rd_NCD)_2022\Z-2022-03_Town_Board_Letter_062722.docx
cc: Stanley Sliwa, Town Attorney

Planning Board Approval – May 19, 2022
Ayes 6; Noes 0; Absent 1 (Giuliani)

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

TOWN OF AMHERST
PLANNING BOARD RESOLUTION
AMENDMENT #76 TO THE AUDUBON DEVELOPMENT PLAN
Z-2022-03

PETITIONER
PB Investors, LLC
c/o Sean Hopkins, Esq.
Hopkins Sorgi & McCarthy
5500 Main Street, Suite 343
Williamsville, NY 14221

PROPERTY LOCATION
2691 North Forest Road (NCD)

MAY 25 '22 PM 3:08 R

WHEREAS the Town of Amherst Planning Board on Thursday, May 19, 2022 held a public hearing on Amendment #76 to the Audubon New Community District Development Plan to include the property location for use as a 220-unit multifamily residential development, and

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

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

WHEREAS the Planning Board finds that:

A. The proposed Revision to the Development Plan meets the intent and objectives of the New Community District as expressed in Subsection 5-2-2.

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, such availability will be confirmed at site plan review.

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

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

NOW THEREFORE BE IT RESOLVED that the Planning Board, in accordance with Section 8-15-2 of the Zoning Ordinance offers a positive report and recommends Town Board approval of Amendment #76 to the Audubon Development Plan with the following conditions:

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

TOWN OF AMHERST
PLANNING BOARD RESOLUTION
AMENDMENT #76 TO THE AUDUBON DEVELOPMENT PLAN
Z-2022-03

PETITIONER
PB Investors, LLC

PROPERTY LOCATION
2691 North Forest Road (NCD)

MAY 25 '22 PM 3:38 RCVD

1. The comments and supporting documentation requested by the reviewing departments and involved agencies (Engineering Department, Traffic Safety Board, Planning Department, New York State Department of Environmental Conservation, and Williamsville School District) be addressed to their satisfaction during the site plan review process.

The foregoing resolution was adopted by the Town of Amherst Planning Board, May 19, 2022; moved by Chmiel; seconded by Gill; ayes 6, noes 0; absent 1 (Giuliani).

Robert J. Gilmour, Planning Board Chair

5-26-22
Date

GP/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-03_(2691_N_Forest_Rd_NCD)_2022\Z-2022-03_resolution_051922.doc
cc: Town Clerk
Commissioner of Building
Town Engineer
Highway Superintendent
Traffic/Safety Coordinator
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Suite 343, Williamsville, NY 14221
Paul Bliss, PB Investors LLC, 6790 Main St., Suite 100, Williamsville, NY 14221
Chris Wood, Carmina Wood Morris, 487 Main St., Suite 500, Buffalo, NY 14203

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

**Application to Reclassify 2691 North Forest Road from NCD-SA to NCD-GD and to Amend the Audubon Development Plan & Supporting Documentation**
**Date: March 21, 2022**

Applicant: PB Investors, LLC
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-2022-03 **Acreage** 1.37 **Fee $** 1,265.00

**Address Verified by Assessor's Office** _____ VERIFIED BY DATE

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

**Materials Checked by Building Dept.** _____ RECEIVED BY DATE

**Materials Received by Planning Dept.** 3/21/2022 RECEIVED BY DATE

| | | Fill In Applicable Fees |
|---|---|---|
| **2 ACRES OR LESS** | **$1,250** | $1,250.00 |
| **2 – 20 ACRES** **$1,250 + $250/acres or fraction thereof over 2 acres** | | _____ |
| **20 – 30 ACRES** **$5,700 + $150/acre or fraction thereof over 20 acres** | | _____ |
| **OVER 30 ACRES** **$6,900 +$75/acre or fraction thereof over 30 acres** | | _____ |
| **Request for Relief of/Change to Conditions of Zoning Approval** | **$ 1,200** | _____ |
| **AFFIDAVIT FEE FOR PUBLIC HEARING** | **$ 15.00** | $15.00 |
| | **TOTAL FEE:** | **$** 1,265.00 |

RECEIVED
MAR 21 2022
TOWN OF AMHERST
PLANNING DEPT.

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



Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

## TO BE COMPLETED BY APPLICANT

1. **Petitioner**: Name: PB Investors, 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@hsmlegal.com

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

From: NCD-SA District

To: NCD-GC District

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

2691 North Forest Road

SBL #: 41.03-1-46

4. **Area of land to be rezoned** (in acres): 1.37 Acres [Acreage to be Reclassified]

220 units
2,500 s.f. lobby

5. **Owner of Land:**

Name: Menorah Campus, Inc.

Address: 2700 North Forest Road, Getzville, NY 14068

Telephone: 204-1139

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@hsmlegal.com
City State Zip Code

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

_____Option to purchase

_____ Owner

__X__Other (explain) Prospective purchaser

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 the Survey prepared by Millard McKay & Delles is attached. A reduced size copy of the Survey is attached as Exhibit "4". A reduced size copy of the Concept Site Plan is attached as Exhibit "5"

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 6.

B. Rationale for rezoning request:

1. Why was this site chosen?

See Exhibit 6.

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

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

See Exhibit 6.

3. How will this rezoning impact surrounding properties?

See Exhibit 6.

4. How will this rezoning impact the school system?

See Exhibit 6.

**12. Quantitative Data:**

A. Total # of dwelling units 220 new units

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

C. Gross Residential Density per acre 26.82 units per acre

D. Total amount of Open Space Approximately 2.1 acres of greenspace and landscaping

E. Proposed Non-Residential Floor Area Not Applicable

2.1/8.2 = 21

**13. Development Schedule:**

Start Spring 2023

Finish 2024

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.



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

Greenspace and landscaping will be privately owned and maintained.

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

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

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

See Exhibit 7.

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 7.



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

See Exhibit 7.

**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 7.

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

See Exhibit 7.

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

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

See Exhibit 7.

17. The petitioner encloses herewith the sum of $ 1,265.00 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.

Authorization Form Signed by Property Owner dated March 16, 2022 attached as Exhibit "1".

Counsel for Petitioner

Signature of Petitioner

Subscribed and sworn to before me this 21st day of March, 20 22

MARIANNE BRAUTLACHT
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 01/14/20 21

Notary Public, Erie County, New York

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

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

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

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.



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# Exhibit 1 – Authorization Form Signed by Menorah Campus, Inc.

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

# AUTHORIZATION

MENORAH CAMPUS, INC., as the record owner of three parcels of land located on 2635-2655 North Forest Road [SBL No. 41.03-1-106.2], 2675 North Forest Road [SBL No. 41.03-1-45.1] and 2691 North Forest Road [SBL No. 41.03-1-46] in the Town of Amherst (collectively the "Project Site") hereby authorizes PB Investors, LLC, and its representatives including Carmina Wood Morris DPC and Hopkins Sorgi & McCarthy PLLC to seek the approvals and permits required from the Town of Amherst as well as involved and interested agencies for the development of the Project Site as a multifamily project.

Date: March 16, 2022

**MENORAH CAMPUS, INC.**

By: _____

Print Name: Robert T. Mayer

Title: President / CEO

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

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

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

*Full Environmental Assessment For*
*Part 1 - Project and Setting*

Prepared By: Sean Hopkins, Es
Hopkins Sorgi & McCarthy PL
5500 Main Street, Suite 343
Williamsville, NY 14221
Tel: 716.510-4338
E-mail: shopkins@hsmlegal.com



## Instructions for Completing Part 1

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

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

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

**A. Project and Applicant/Sponsor Information.**

| | | |
|---|---|---|
| Name of Action or Project:<br>Proposed Multifamily Project | | |
| Project Location (describe, and attach a general location map):<br>2635, 2675 and 2691 North Forest Road - Erie County - Town of Amherst | | |
| Brief Description of Proposed Action (include purpose or need):<br>The action includes a requested change of the use classification of the approximately 1.37 acre parcel at 2691 North Forest Road from NCD-SA to NCD-ND and an amendment of the Audubon Development Plan. The proposed action has been defined broadly to include all required discretionary approvals required from the municipal boards of the Town of Amherst and involved agencies and the construction of the four proposed five-story multifamily buildings [totaling 220 units], 368 parking spaces as well as all necessary site improvements including parking spaces, access onto North Forest Road, access aisles, landscaping, lighting, an on-site storm water management system, water and sanitary sewer lines as well as utility connections. Given that the proposed project ("action") 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>PB Investors, LLC, c/o Sean Hopkins, Esq. | Telephone: (716) 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):<br>Same as Above | Telephone:<br>E-Mail: | |
| Address: | | |
| City/PO: | State: | Zip Code: |
| Property Owner (if not same as sponsor):<br>Menorah Campus, Inc. | Telephone:<br>E-Mail: | |
| Address:<br>2700 North Forest Road | | |
| City/PO: Amherst | State: NY | Zip Code: 14068 |

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

**B. Government Approvals**

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

| Government Entity | If Yes: Identify Agency and Approval(s) Required | Application Date (Actual or projected) |
|---|---|---|
| a. City Counsel, Town Board, or Village Board of Trustees ☑Yes ☐No | Town Board - Reclassification of 2691 N. Forest Rd. and Amend. of Audubon Dev. Plan | March 21, 2022 |
| b. City, Town or Village Planning Board or Commission ☑Yes ☐No | Planning Board - Site Plan Approval | To be Determined ("TBD") |
| c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No | | |
| d. Other local agencies ☑Yes ☐No | Building Department - Demolition and Building Permits, Eng. Dept. - Stormwater Permit | TBD |
| e. County agencies ☑Yes ☐No | ECDPW - Highway Work Permit; ECWA - Water | TBD |
| f. Regional agencies ☐Yes ☑No | | |
| g. State agencies ☑Yes ☐No | NYSDEC - SPDES and DSCA | TBD |
| h. Federal agencies ☐Yes ☑No | | |

i. Coastal Resources.
*i.* Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes ☑No

*ii.* Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes ☑No

*iii.* Is the project site within a Coastal Erosion Hazard Area? ☐Yes ☑No

**C. Planning and Zoning**

**C.1. Planning and zoning actions.**

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

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

**C.2. Adopted land use plans.**

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

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☑Yes ☐No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☑Yes ☐No

If Yes, identify the plan(s):

NYS Heritage Areas:West Erie Canal Corridor

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

If Yes, identify the plan(s):

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**C.3. Zoning**

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
New Community District Suburban Agriculture ["NCD-SA"] - 2691 North Forest Road. The remainder of the Project Site is zoned New Community District General Commercial ["NCD-GC"].

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? [Note: The request is for a change of the NCD use classification of 2691 North Forest Road.] ☑ Yes ☐ No
If Yes,
*i.* What is the proposed new zoning for the site? New Community District General Commercial ["NCD-GC"] - 2691 North Forest Road

**C.4. Existing community services.**

a. In what school district is the project site located? Sweet Home 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 in which the Project Site is located.

d. What parks serve the project site?
Various parks includes Nature View Park.

**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 use.

b. a. Total acreage of the site of the proposed action? 8.2 acres
b. Total acreage to be physically disturbed? 7.5 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 8.2 acres

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

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

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

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f. Does the project include new residential uses? ☑Yes ☐No

If Yes, show numbers of units proposed.

| | One Family | Two Family | Three Family | Multiple Family (four or more) |
|---|---|---|---|---|
| Initial Phase | | | | 220 |
| At completion of all phases | | | | |

g. Does the proposed action include new non-residential construction (including expansions)? ☐Yes ☑No

If Yes,

*i.* Total number of structures _____

*ii.* Dimensions (in feet) of largest proposed structure: _____height; _____width; and _____ length

*iii.* Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☑Yes ☐No

If Yes,

*i.* Purpose of the impoundment: _____

*ii.* If a water impoundment, the principal source of the water: ☐ Ground water ☐Surface water streams ☐Other specify:

_____

*iii.* If other than water, identify the type of impounded/contained liquids and their source.

_____

*iv.* Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

*v.* Dimensions of the proposed dam or impounding structure: _____ height; _____ length

*vi.* Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

_____

**D.2. Project Operations**

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (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): _____

_____

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*ii.* Describe how the proposed activity 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: 48,400 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 Consolidated Water District
- 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: 48,400 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 Wastewater Treatment Plant
- Name of district: Town of Amherst Consolidated Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No

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

If Yes:

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

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

If Yes:

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

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

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

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

If Yes:

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

_____ Square feet or 6.2 acres (impervious surface)

_____ Square feet or 8.2 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)?

On-Site Stormwater Management Facility.

- If to surface waters, identify receiving water bodies or wetlands: _____

Not Applicable.

- Will stormwater runoff flow to adjacent properties? ☐Yes ☑No

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

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

If Yes, identify:

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

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

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

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

If Yes:

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

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

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



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h. Will the proposed action generate greenhouse gas emissions (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☑No

If Yes:

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

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

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

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

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

If Yes:

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

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

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

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

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

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

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

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

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

If Yes:

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

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

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

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

*i.* During Construction:

- Monday - Friday: 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 [Multifamily Project]
- Saturday: _____
- Sunday: _____
- Holidays: _____

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

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

If yes:

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

There will be temporary and unavoidable short-term noise impacts resulting from the use of construction equipment during the construction of the proposed project.

*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 on-site lighting pursuant to the lighting standards contained in the Zoning Code. Lighting will be directed onto the Project Site and the Project Sponsor will be required to submit a Photometric Plan in connection with the future Site Plan review process for the project.

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

Describe: _____

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

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

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

If Yes:

*i.* Product(s) to be stored _____

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

*iii.* Generally, describe the proposed storage facilities: _____

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

If Yes:

*i.* Describe proposed treatment(s):

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

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

If Yes:

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

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

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

- Construction: _____
- Operation: _____

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

- Construction: _____
- Operation: _____

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

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): Weinberg Campus [assisted living, nursing home and senior apartments]

*ii.* If mix of uses, generally describe:

Mixture of uses including office buildings, senior uses, single-family homes, etc.

b. Land uses and covertypes on the project site.

| Land use or Covertype | Current Acreage | Acreage After Project Completion | Change (Acres +/-) |
|---|---|---|---|
| • Roads, buildings, and other paved or impervious surfaces | .1 | 6.2 | 6.1 |
| • Forested | 5 | 0 | (.5) |
| • Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural) | 2.2 | 0 | 0 |
| • 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 | 0 | 0 |
| • Non-vegetated (bare rock, earth or fill) | 0 | 0 | 0 |
| • Other Describe: Greenspace and Landscaping | .4 | 2.1 | 1.7 |

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

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):

_____
_____

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

*v.* Is the project site subject to an in[illegible]ional control limiting property uses? ☐Yes ☐No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐Yes ☐No
- Explain: _____

**E.2. Natural Resources On or Near Project Site**

a. What is the average depth to bedrock on the project site? >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 | 73 % |
| Cheektowaga Fine Sandy Loam | 27 % |
| | % |

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: _____

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? [There are not any jurisdictional wetlands located on the Project Site per the Jurisdictional Determination issued by the USACE on October 26, 2020. A copy of the JD is provided at Attachment "B" of this Part 1 of the Full EAF.] ☑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 Approximate Size _____
- Wetland No. (if regulated by DEC) _____

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

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

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

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

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

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

*i.* Name of aquifer: _____



Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

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

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

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

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

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

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

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

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

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

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

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

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

If Yes:

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

*ii.* Name: _____

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

_____

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

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

If Yes:

*i.* Describe possible resource(s): _____

*ii.* Basis for identification: _____

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

If Yes:

*i.* Identify resource: _____

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

*iii.* Distance between project and resource: _____ miles.

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

If Yes:

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

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

**F. Additional Information**

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

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

**G. Verification**

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

Applicant/Sponsor Name PB Investors, LLC Date March 21, 2022

Signature _____ Title Counsel for Project Sponsor

Sean Hopkins, Esq.

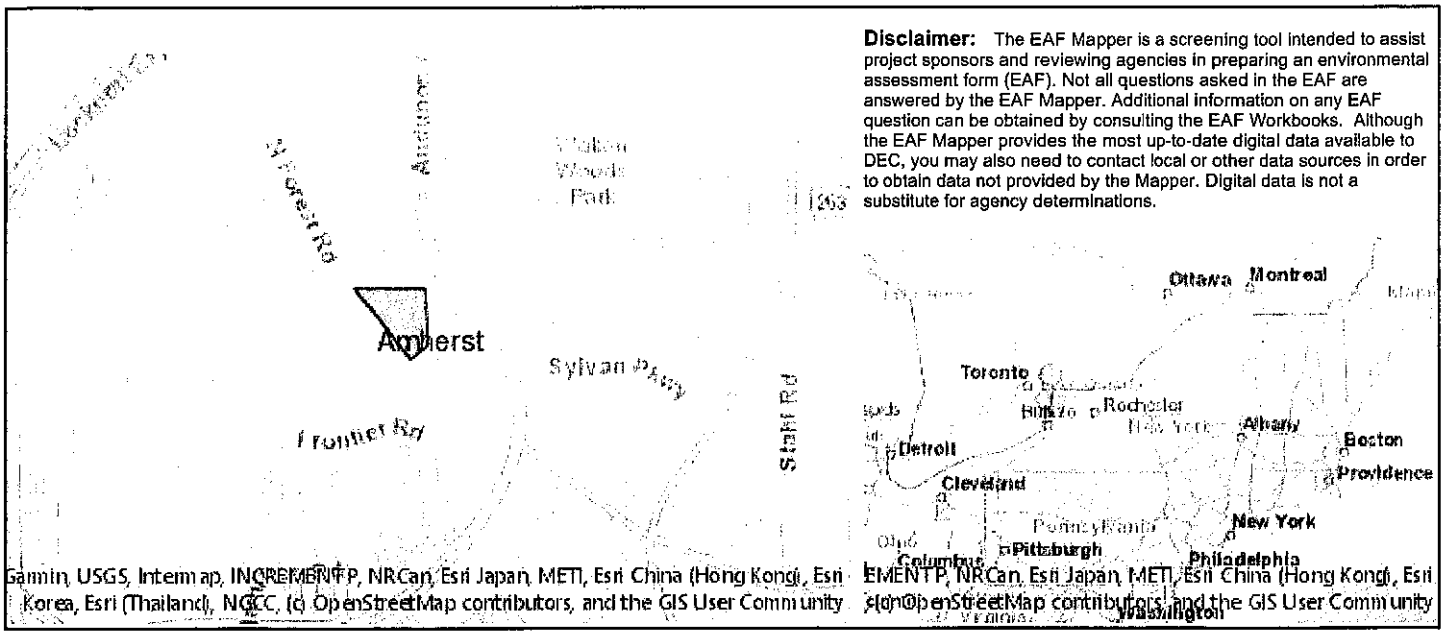
PRINT FORM



Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

# EAF Mapper Summary Report

Saturday, March 12, 2022 3:45 PM




**Disclaimer:** The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

| | |
|---|---|
| B.i.i [Coastal or Waterfront Area] | No |
| B.i.ii [Local Waterfront Revitalization Area] | No |
| C.2.b. [Special Planning District] | Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook. |
| C.2.b. [Special Planning District - Name] | NYS Heritage Areas:West Erie Canal Corridor |
| E.1.h [DEC Spills or Remediation Site - Potential Contamination History] | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.1.h.i [DEC Spills or Remediation Site - Listed] | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database] | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.1.h.iii [Within 2,000' of DEC Remediation Site] | No |
| E.2.g [Unique Geologic Features] | No |
| E.2.h.i [Surface Water Features] | Yes |
| E.2.h.ii [Surface Water Features] | Yes |
| E.2.h.iii [Surface Water Features] | Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook. |
| E.2.h.iv [Surface Water Features - 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] | No |
| E.2.l. [Aquifers] | No |
| E.2.n. [Natural Communities] | No |

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

| | |
|---|---|
| E.2.o. [Endangered or Threatened Species] | No |
| E.2.p. [Rare Plants or Animals] | Yes |
| E.2.p. [Rare Plants or Animals - Name] | Spiny Softshell |
| E.3.a. [Agricultural District] | No |
| E.3.c. [National Natural Landmark] | No |
| E.3.d [Critical Environmental Area] | No |
| E.3.e. [National or State Register of Historic Places or State Eligible Sites] | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.3.f. [Archeological Sites] | Yes |
| E.3.i. [Designated River Corridor] | No |

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

# Attachment A of Part 1 of Full Environmental Assessment Form – Page 5[a]

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

**Reclassification of 2691 North Forest Road from NCD-SA to NCD-GC**

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 [Cv] | Severe | Severe | Severe | Moderate | Moderate |
| Cheektowaga Fine Sandy Loam [Ch] | Severe | Severe | Severe | Severe | Severe |
| | | | | | |
| | | | | | |

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 will be submitted to the Planning Department.]

3. Is your property located: On Youngs Road between Dodge and Klein Roads? □ Yes x No
   On Wehrle Dr. between Spindrift Dr. and Oakwood Rd? □ Yes x 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 x 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: Not Applicable.

   *(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: 87
   Source: ITE Trip Generation Report [Weekday PM Peak Hour]

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:
    48,400 gpd average flow 193,600 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-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

# Attachment B of Part 1 of Full Environmental Assessment Form – Jurisdictional Determination Issued by the United States Army Corps of Engineers dated October 26, 2020

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

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

October 26, 2020

Regulatory Branch

SUBJECT: Approved Jurisdictional Determination for Department of the Army Processing No. LRB-**2020-01248**

CHA
Attn: James Thrasher
One Park Place
300 South Street #600
Syracuse, New York 13202

Dear Mr. Thrasher:

I have reviewed your request for an approved jurisdictional determination (JD) for the 7.98-acre subject parcel located at on the east side of North Forest Road, in the Town of Amherst, Erie County, New York.

Enclosed is an approved JD which verifies the limits of waters of the U.S. within the subject parcel as depicted on Sheet(s) 4 of 4. This approved JD will remain valid for a period of five (5) years from the date of this correspondence unless new information warrants revision of the approved JD before the expiration date. At the end of this period, a new aquatic resource delineation and JD will be required.

I have determined that the following aquatic resources are waters of the U.S. as noted on the attached Interim Approved Jurisdictional Determination Form and as depicted on the attached maps: Stream 2. Therefore, this aquatic resource(s) is regulated under Section 404 of the Clean Water Act. Department of the Army authorization is required if you propose a discharge of dredged or fill material in this water of the U.S.

I have determined that the following aquatic resources are not waters of the U.S. as noted on the attached Interim Approved Jurisdictional Determination Form: Wetlands 1, 2, 3, 4, 5 and Stream 1. Therefore, these aquatic resource(s) are not regulated under Section 404 of the Clean Water Act or Section 10 of the Rivers and Harbors Act of 1899. Department of the Army authorization is not required if you propose work or propose a discharge of dredged or fill material in these aquatic resources.

Further, this delineation/determination has been conducted to identify the limits of the Corps Clean Water Act jurisdiction for the particular site identified in your request. 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

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

Regulatory Branch

SUBJECT: Approved Jurisdictional Determination for Department of the Army Processing No. LRB-2020-01248

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.

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

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

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete; that it meets the criteria for appeal under 33 C.F.R. part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address by **December 25, 2020**.

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

Questions pertaining to this matter should be directed to me at 716-879-4240, by writing to the following address: U.S. Army Corps of Engineers, 1776 Niagara Street, Buffalo, New York 14207, or by e-mail at: shaina.r.souder@usace.army.mil

Sincerely,

Shaina Souder

Shaina R. Souder
Biologist

Enclosures

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

Regulatory Branch

SUBJECT: Approved Jurisdictional Determination for Department of the Army Processing No. LRB-2020-01248

CC:
Earth Dimensions, Inc
Scott Livingstone
1091 Jamison Road
Elma, NY 14095

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

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

## I. ADMINISTRATIVE INFORMATION

Completion Date of Approved Jurisdictional Determination (AJD): 10/26/2020
ORM Number: LRB-2020-01248
Associated JDs: N/A
Review Area Location[1]: State/Territory: New York City: Amherst County/Parish/Borough: Erie
Center Coordinates of Review Area: Latitude 43.01426 N Longitude -78.78357 W

## II. FINDINGS

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

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

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

| § 10 Name | § 10 Size | | § 10 Criteria | Rationale for § 10 Determination |
|---|---|---|---|---|
| N/A. | N/A. | N/A | N/A. | N/A. |

**C. Clean Water Act Section 404**

| Territorial Seas and Traditional Navigable Waters ((a)(1) waters):[3] | | | | |
|---|---|---|---|---|
| (a)(1) Name | (a)(1) Size | | (a)(1) Criteria | Rationale for (a)(1) Determination |
| N/A. | N/A. | N/A. | N/A. | N/A. |

| Tributaries ((a)(2) waters): | | | | |
|---|---|---|---|---|
| (a)(2) Name | (a)(2) Size | | (a)(2) Criteria | Rationale for (a)(2) Determination |
| Unnamed Tributary to Ellicott Creek (Stream 2) | 158 | linear feet | (a)(2) Intermittent tributary contributes surface water flow directly or indirectly to an (a)(1) water in a typical year. | Stream 2 is a channelized stream that has the channel located in deep banks, 4 to 6 feet deep. The stream is located on the subject parcel in the eastern most corner, flowing from the northwest to southeast, then south west towards Ellicott Creek. Ellicott Creek is a large stream that can be observed on multiple resources as flowing perennially and ultimately flowing into the Niagara River, a Section 10 of the River Harbors Act Navigable Waterway, making it an (a)(2) stream that is located approximately 260 linear feet to the southwest of the |

[1] Map(s)/figure(s) are attached to the AJD provided to the requestor.
[2] If the navigable water is not subject to the ebb and flow of the tide or included on the District's list of Rivers and Harbors Act Section 10 navigable waters list, do NOT use this document to make the determination. The District must continue to follow the procedure outlined in 33 CFR part 329.14 to make a Rivers and Harbors Act Section 10 navigability determination.
[3] A stand-alone TNW determination is completed independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where upstream or downstream limits or lake borders are established. A stand-alone TNW determination should be completed following applicable guidance and should NOT be documented on the AJD Form.



Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

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| Tributaries ((a)(2) waters): | | | | |
|---|---|---|---|---|
| (a)(2) Name | (a)(2) Size | | (a)(2) Criteria | Rationale for (a)(2) Determination |
| | | | | subject parcel. During the 30SEP2020 site visit, Stream 2 was flowing and had approximately 1 foot of water depth in the channel. Majority of the channel had vegetation growth throughout the center of it, indicating that flow is limited or lessened during certain times of the year allowing the vegetation to grow. Considering the resources, the water resources report titled "Wetland and Waterbodies Delineation Report for 2635-2691 North Forest Road, Town of Amherst, Erie County, New York for CHA" dated September 4, 2020, and the 30SEP2020 site visit, Stream 2 has intermittent flow that directly flows into an (a)(2) water. Therefore, Stream 2 has been determined to be an (a)(2) intermittent tributary. |

| Lakes and ponds, and impoundments of jurisdictional waters ((a)(3) waters): | | | | |
|---|---|---|---|---|
| (a)(3) Name | (a)(3) Size | | (a)(3) Criteria | Rationale for (a)(3) Determination |
| N/A. | N/A. | N/A. | N/A. | N/A. |

| Adjacent wetlands ((a)(4) waters): | | | | |
|---|---|---|---|---|
| (a)(4) Name | (a)(4) Size | | (a)(4) Criteria | Rationale for (a)(4) Determination |
| N/A. | N/A. | N/A. | N/A. | N/A. |

## D. Excluded Waters or Features

| Excluded waters ((b)(1) – (b)(12)):[4] | | | | |
|---|---|---|---|---|
| Exclusion Name | Exclusion Size | | Exclusion[5] | Rationale for Exclusion Determination |
| Wetland 1 | 1.52 | acre(s) | (b)(1) Non-adjacent wetland. | Wetland 1 does not meet the definition of an (a)(1), (a)(2), (a)(3), or (a)(4) water. Wetland 1 does meet the definition of a wetland, but does not abut an (a)(1)-(a)(3) water, is not separated from an (a)(1)-(a)(3) water by a natural berm or barrier, and is not separated from another water by a man made feature that has an engineered mechanism for water exchange in a typical year. Specifically, through the review of the submitted water resources report titled "Wetland and Waterbodies Delineation Report for 2635-2691 North Forest Road, Town of Amherst, Erie County, New York for CHA" dated September 4, 2020, the wetland boundary was completely surrounded by uplands with no surface water |

[4] Some excluded waters, such as (b)(2) and (b)(4), may not be specifically identified on the AJD form unless a requestor specifically asks a Corps district to do so. Corps districts may, in case-by-case instances, choose to identify some or all of these waters within the review area.
[5] Because of the broad nature of the (b)(1) exclusion and in an effort to collect data on specific types of waters that would be covered by the (b)(1) exclusion, four sub-categories of (b)(1) exclusions were administratively created for the purposes of the AJD Form. These four sub-categories are not new exclusions, but are simply administrative distinctions and remain (b)(1) exclusions as defined by the NWPR.



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| Excluded waters ((b)(1) – (b)(12)):[4] | | | | |
|---|---|---|---|---|
| Exclusion Name | Exclusion Size | | Exclusion[5] | Rationale for Exclusion Determination |
| | | | | connections observed. The nearest water is an (a)(2) stream (stream 2) and is approximately 120 linear feet to the east from Wetland 1's location. The wetland and surrounding uplands do not show any evidence of flood waters connecting the wetland, nor was it separated with a natural or artificial barrier preventing flows. An APT assessment was conducted supporting that no waters from (a)(2) inundate the wetland at any time. Therefore, it has been determined that Wetland 1 is a (b)(1) non-adjacent wetland. |
| Wetland 2 | 0.22 | acre(s) | (b)(1) Non-adjacent wetland. | Wetland 2 does not meet the definition of an (a)(1), (a)(2), (a)(3), or (a)(4) water. Wetland 2 does meet the definition of a wetland, but does not abut an (a)(1)-(a)(3) water, is not separated from an (a)(1)-(a)(3) water by a natural berm or barrier, and is not separated from another water by a man made feature that has an engineered mechanism for water exchange in a typical year.. Specifically, through the review of the submitted water resources report titled "Wetland and Waterbodies Delineation Report for 2635-2691 North Forest Road, Town of Amherst, Erie County, New York for CHA" dated September 4, 2020, the wetland boundary was completely surrounded by uplands with no surface water connections observed. The nearest water is an (a)(2) stream (stream 2) and is approximately 100 linear feet to the east from Wetland 2's location. The wetland and surrounding uplands do not show any evidence of flood waters connecting the wetland, nor was it separated with a natural or artificial barrier preventing flows. An APT assessment was conducted supporting that no waters from (a)(2) inundate the wetland at any time. Therefore, it has been determined that Wetland 2 is a (b)(1) non-adjacent wetland. |
| Wetland 3 | 0.12 | acre(s) | (b)(1) Non-adjacent wetland. | Wetland 3 does not meet the definition of an (a)(1), (a)(2), (a)(3), or (a)(4) water. Wetland 3 does meet the definition of a wetland, but does not abut an (a)(1)-(a)(3) water, is not separated from an (a)(1)-(a)(3) water by a natural berm or barrier, and is not separated from another water by a man made feature that has an engineered mechanism for water exchange in a typical year.. Specifically, through the review of the submitted |





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| Excluded waters ((b)(1) – (b)(12)):[4] | | | | |
|---|---|---|---|---|
| Exclusion Name | Exclusion Size | | Exclusion[5] | Rationale for Exclusion Determination |
| | | | | water resources report titled "Wetland and Waterbodies Delineation Report for 2635-2691 North Forest Road, Town of Amherst, Erie County, New York for CHA" dated September 4, 2020, the wetland boundary was completely surrounded by uplands with no surface water connections observed. The nearest water is an (a)(2) stream (stream 2) and is approximately 250 linear feet to the east from Wetland 3's location. The wetland and surrounding uplands do not show any evidence of flood waters connecting the wetland, nor was it separated with a natural or artificial barrier preventing flows. An APT assessment was conducted supporting that no waters from (a)(2) inundate the wetland at any time. Therefore, it has been determined that Wetland 3 is a (b)(1) non-adjacent wetland. |
| Wetland 4 | 0.07 | acre(s) | (b)(1) Non-adjacent wetland. | Wetland 4 does not meet the definition of an (a)(1), (a)(2), (a)(3), or (a)(4) water. Wetland 3 does meet the definition of a wetland, but does not abut an (a)(1)-(a)(3) water, is not separated from an (a)(1)-(a)(3) water by a natural berm or barrier, and is not separated from another water by a man made feature that has an engineered mechanism for water exchange in a typical year.. Specifically, through the review of the submitted water resources report titled "Wetland and Waterbodies Delineation Report for 2635-2691 North Forest Road, Town of Amherst, Erie County, New York for CHA" dated September 4, 2020, the wetland boundary was completely surrounded by uplands with no surface water connections observed. The nearest water is an (a)(2) stream (stream 2) and is approximately 100 linear feet to the southeast from Wetland 4's location. The wetland and surrounding uplands do not show any evidence of flood waters connecting the wetland, nor was it separated with a natural or artificial barrier preventing flows. An APT assessment was conducted supporting that no waters from (a)(2) inundate the wetland at any time. Therefore, it has been determined that Wetland 3 is a (b)(1) non-adjacent wetland. |
| Wetland 5 | 0.04 | acre(s) | (b)(1) Non-adjacent wetland. | Wetland 5 does not meet the definition of an (a)(1), (a)(2), (a)(3), or (a)(4) water. Wetland 5 does meet the definition of a wetland, but does |



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| Excluded waters ((b)(1) – (b)(12)):[4] | | | | |
|---|---|---|---|---|
| Exclusion Name | Exclusion Size | | Exclusion[5] | Rationale for Exclusion Determination |
| | | | | not abut an (a)(1)-(a)(3) water, is not separated from an (a)(1)-(a)(3) water by a natural berm or barrier, and is not separated from another water by a man made feature that has an engineered mechanism for water exchange in a typical year.. Specifically, through the review of the submitted water resources report titled "Wetland and Waterbodies Delineation Report for 2635-2691 North Forest Road, Town of Amherst, Erie County, New York for CHA" dated September 4, 2020, the wetland boundary was completely surrounded by uplands with no surface water connections observed. The nearest water is an (a)(2) stream (stream 2) and is approximately 570 linear feet to the east from Wetland 5's location. The wetland and surrounding uplands do not show any evidence of flood waters connecting the wetland, nor was it separated with a natural or artificial barrier preventing flows. An APT assessment was conducted supporting that no waters from (a)(2) inundate the wetland at any time. Therefore, it has been determined that wetland 5 is a (b)(1) non-adjacent wetland. |
| Stream 1 | 656 | linear feet | (b)(3) Ephemeral feature, including an ephemeral stream, swale, gully, rill, or pool. | Stream 1 is located through the middle of the subject parcel and appears to be an excavated channel/drainage ditch through the site. The bottom is completely made of silt and no saturation, inundation, or flow was observed during the site visit. The lack of vegetation and leaf litter in the channel was the only evidence of flow. An ATP report assessment was conducted to determine typical year for the resources looked at. Although the September 2020 resources indicated mild drought and the evidence of the channel including no saturation in the channel of Stream 1, no clear line pressed along the bank indicating ordinary high water mark, and no substrate, indicates that of ephemeral flow in a typical year. Considering all of the resources reviewed, the 30Sept2020 site visit, and the water resources report titled "Wetland and Waterbodies Delineation Report for 2635-2691 North Forest Road, Town of Amherst, Erie County, New York for CHA" dated September 4, 2020, it has been determined that Stream 1 is a (b)(3) ephemeral feature, excluded water. |



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## III. SUPPORTING INFORMATION

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

☒ **Information submitted by, or on behalf of, the applicant/consultant:** "Wetland and Waterbodies Delineation Report for 2635-2691 North Forest Road, Town of Amherst, Erie County, New York for CHA" dated September 4, 2020, submitted by Earth Dimensions, Inc.

This information is **sufficient for purposes of this AJD.**
Rationale: N/A

☐ **Data sheets prepared by the Corps:** Title(s) and/or date(s).

☒ **Photographs:** Aerial and Other: Oblique aerial imagery from https://explorer.pictometry.com/index.php – dates 2MAY2020 and 27APR2016.

☒ **Corps site visit(s) conducted on:** 30SEP2020.

☐ **Previous Jurisdictional Determinations (AJDs or PJDs):** ORM Number(s) and date(s).

☒ **Antecedent Precipitation Tool:** *provide detailed discussion in Section III.B*.

☒ **USDA NRCS Soil Survey:** https://websoilsurvey.sc.egov.usda.gov/WssProduct/obaqnalvxsksd2izctziqok0/obaqnalvxsksd2izctziqok0/20201013_13165701467_21_Hydric_Rating_by_Map_Unit.pdf – accessed on 13OCT2020.

☒ **USFWS NWI maps:** https://fwsprimary.wim.usgs.gov/wetlands/apps/wetlands-mapper/ - accessed 13OCT2020.

☒ **USGS topographic maps:** https://livingatlas.arcgis.com/topoexplorer/index.html – accessed 13OCT2020. Reviewed USGS topographics from 1985 (Quad:NY – Lockport) and 1965 (Quad: NY – Tonawanda East).

**Other data sources used to aid in this determination:**

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

**B. Typical year assessment(s):** The APT pulls precipitation data from NOAA's Daily Global Historical Climatology Network. The APT evaluates normal precipitation conditions based on the three 30-day periods preceding the observation date. For each period, a weighted condition value is assigned by determining whether the 30-day precipitation total falls within, above, or below the 70th and 30th percentiles for totals from the same date range over the preceding 30 years. The APT then makes a determination of "normal," "wetter than normal," or "drier than normal" based on the condition value sum. The APT also displays results generated via the Palmer Drought Severity Index (PDSI) and the University of Delaware WebWIMP.

An APT evaluation was run for the on-site Corps of Engineers' inspection of 30SEP2020, associated Oblique Aerial Imagery for 2May2020 and 27APR2016, and the date of the wetland delineation performed by Earth Dimensions, Inc., 1SEP2020. The evaluation was run for weather stations in the vicinity of the site. Results indicate mild drought for September 2020 with a ATP result of drier than normal conditions. For May 2020, moderate wetness was observed and normal conditions were reported for the ATP result. For the April 2016 report, the report indicated



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that incipient drought was occurring and normal conditions were present. All resources were considered during the wet season.

| Latitude | Longitude | Date | PDSI Value | PDSI Class | Season ARC | Score | Antecedent Precip Condition |
|---|---|---|---|---|---|---|---|
| 43.01426 | -78.78357 | 9/30/2020 | -1.49 | Mild drought | Wet Season | 9 | Drier than Normal |
| 43.01426 | -78.78357 | 9/1/2020 | -1.49 | Mild drought | Wet Season | 9 | Drier than Normal |
| 43.01426 | -78.78357 | 4/17/2016 | -0.83 | Incipient drought | Wet Season | 14 | Normal Conditions |
| 43.01426 | -78.78357 | 5/2/2020 | 2.13 | Moderate wetness | Wet Season | 12 | Normal Conditions |

Due to the channelization of Stream 2 and the sidecast berm adjacent to it, even in a typical year flow does not exchange between the wetlands and Stream 2, or even Stream 1 and Stream 2, which supports the exclusion of Wetlands 1 through 5 for non-adjacency and Stream 1 for ephemeral flow.

C. **Additional comments to support AJD:** Based on the in-office resource review, including aerial imagery, USGS resources, among others stated above, and the waters and wetlands delineation submitted by Earth Dimensions, Inc. dated 4SEP2020, it has been determined that Stream 2 is a (a)(2) regulated water, Wetland 1, 2, 3, 4, 5 are (b)(1) excluded non-adjacent wetlands, and Stream 1 is a (b)(3) excluded ephemeral feature under the Navigable Waters Protection Rule.

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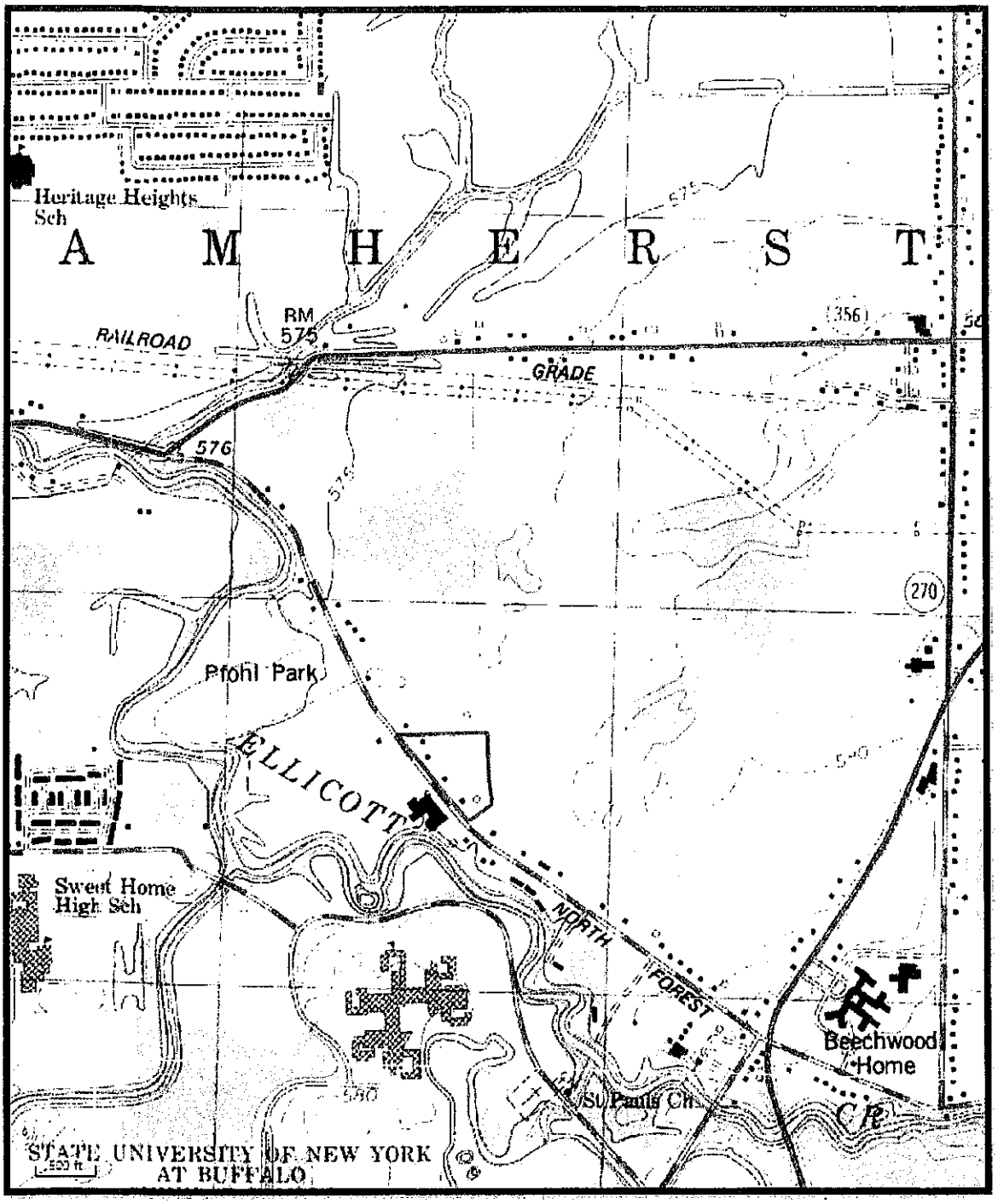



**FIGURE 7: DRAINAGE MAP**

Tonawanda East Quadrangle / 2002 DeLorme

2635-2691 North Forest Road

Town of Amherst, Erie County, New York

CHA
LRB-2020-01248
Erie County, New York
Quad: NY - Tonawanda East
Sheet 1 of 4 - Location Map

EARTH DIMENSIONS, INC.

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

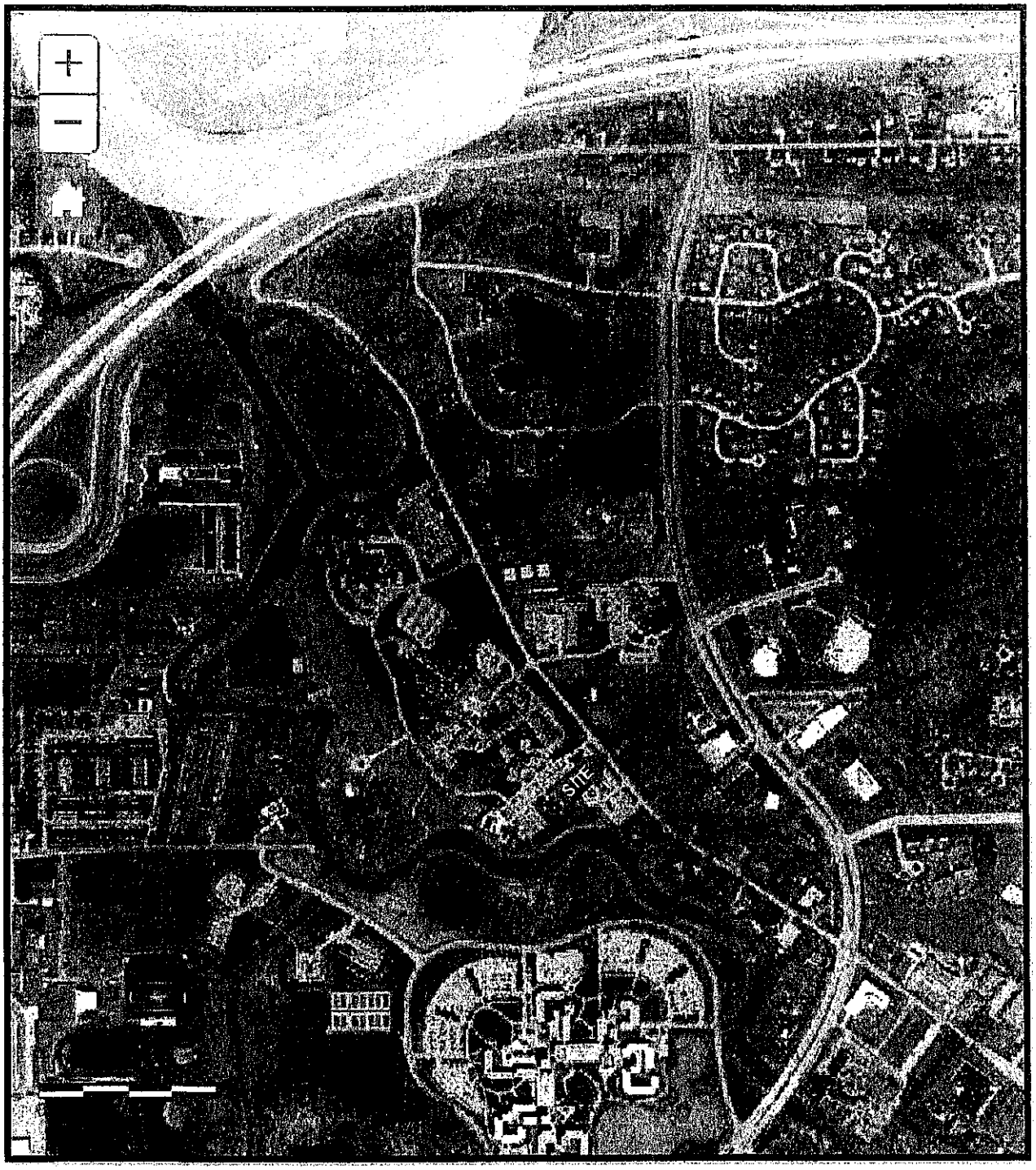



**FIGURE 4: NYSDEC ENVIRONMENTAL RESOURCE MAPPER**
http://www.dec.ny.gov/imsmaps/ERM/viewer.htm (Visited 9/2/2020)

2635-2691 North Forest Road

Town of Amherst, Erie County, New York

CHA
LRB-2020-01248
Erie County, New York
Quad: NY - Tonawanda East
Sheet 2 of 4 - Location Map 2

EARTH DIMENSIONS, INC.

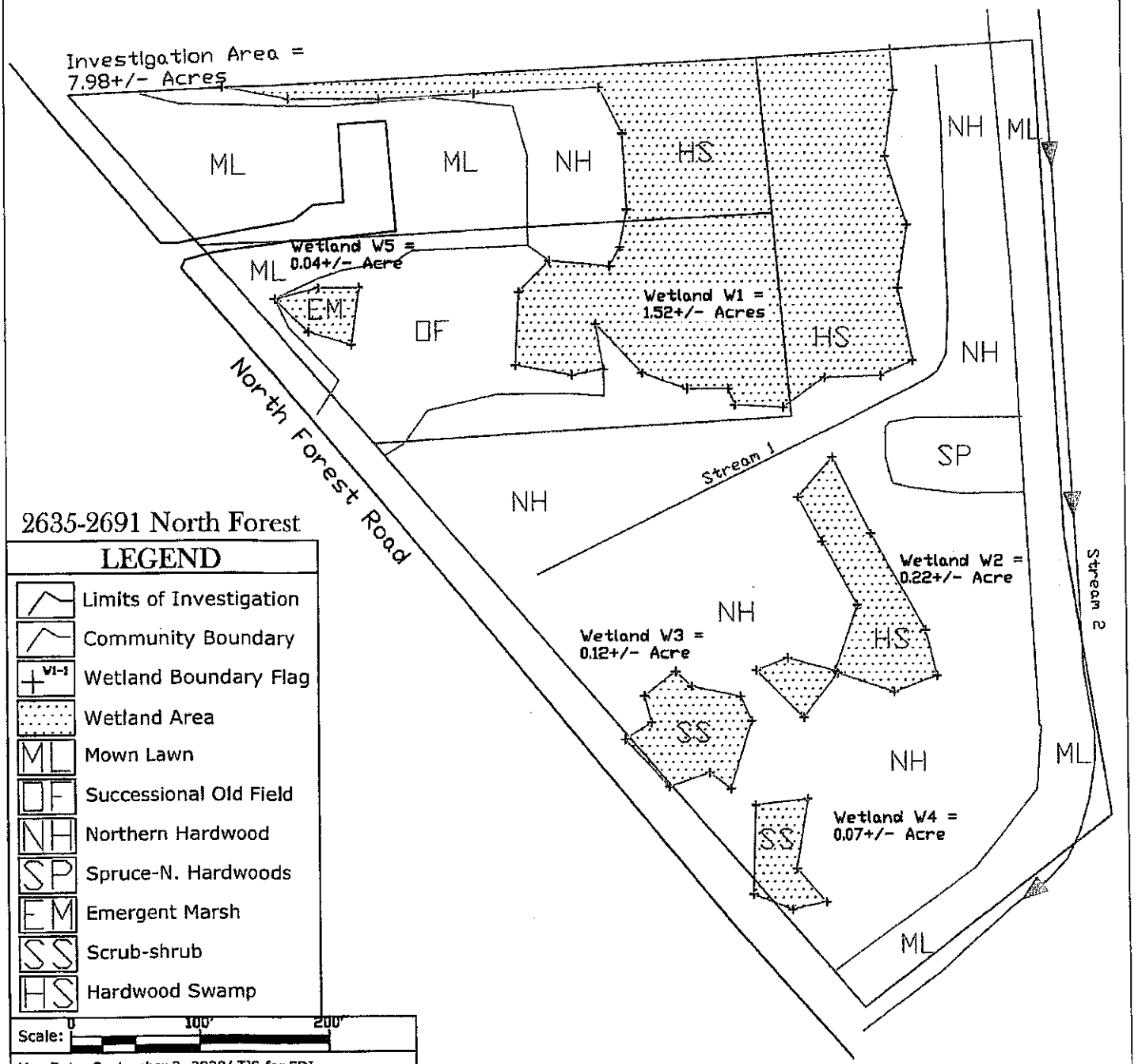
Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

CHA
LRB-2020-01248
Erie County, New York
Quad: NY - Tonawanda East
Sheet 3 of 4 - Cover Type Map

Figure 5 - General Vegetation Map

Town of Amherst Erie County, New York

EARTH DIMENSIONS, INC.
1091 Loudon Road • Elma New York 14059
(716) 655-1717 • Fax (716) 655-2015 • www.earthdimensions.com




2635-2691 North Forest

LEGEND

- Limits of Investigation
- Community Boundary
- Wetland Boundary Flag (WI-1)
- Wetland Area
- ML — Mown Lawn
- OF — Successional Old Field
- NH — Northern Hardwood
- SP — Spruce-N. Hardwoods
- EM — Emergent Marsh
- SS — Scrub-shrub
- HS — Hardwood Swamp

Scale: 0 100' 200'

Map Date: September 2, 2020/ TJS for EDI
Revised:

Base Map Provided By: Trimble Geo 7X

File Name: Delineation map.dwg

EDI Project Code: W1A02e



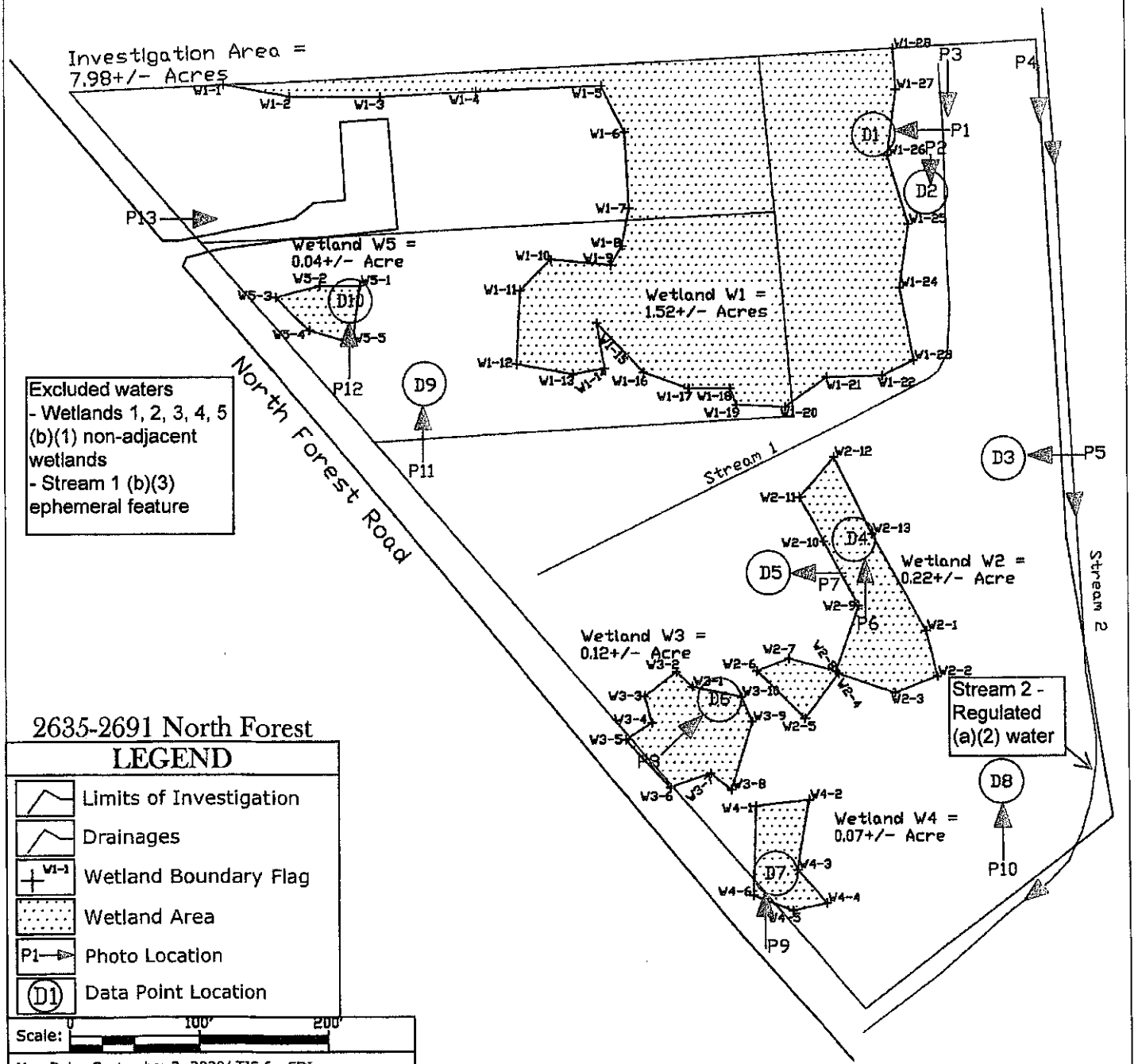
Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

# Figure 6 - Wetland Delineation Map

Town of Amherst  Erie County, New York

EARTH DIMENSIONS, INC.
1091 Jamison Road • Elma New York 14059
(716) 655-1717 • Fax (716) 655-2015 • www.earthdimensions.com

CHA
LRB-2020-01248
Erie County, New York
Quad: NY - Tonawanda East
Sheet 4 of 4 - Delineation Map




2635-2691 North Forest

## LEGEND

- Limits of Investigation
- Drainages
- Wetland Boundary Flag (W1-1)
- Wetland Area
- Photo Location (P1)
- Data Point Location (D1)

Scale: 0 100' 200'

Map Date: September 2, 2020/ TJS for EDI
Revised:

Base Map Provided By: Trimble Geo 7X

File Name: Delineation map.dwg

EDI Project Code: W1A02e



Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

## NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

| Applicant: CHA | File Number: LRB-2020-01248 | Date: 10/26/2020 |
|---|---|---|
| Attached is: | | See Section below |
| | INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission) | A |
| | PROFFERED PERMIT (Standard Permit or Letter of permission) | B |
| | PERMIT DENIAL | C |
| X | APPROVED JURISDICTIONAL DETERMINATION | D |
| | PRELIMINARY JURISDICTIONAL DETERMINATION | E |

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

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

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

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

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

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

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

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

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

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

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

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

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

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

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

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

**POINT OF CONTACT FOR QUESTIONS OR INFORMATION:**

| If you have questions regarding this decision and/or the appeal process you may contact: | If you only have questions regarding the appeal process you may also contact: |
|---|---|
| Shaina R. Souder<br>U.S. Army Corps of Engineers<br>7413 County House Road<br>Auburn, New York 13021<br>716-879-4240<br>Shaina.r.souder@usace.army.mil | Suzanne Chubb<br>Regulatory Appeals Review Officer<br>US Army Corps of Engineers<br>Great Lakes and Ohio River Division<br>550 Main Street, Room 10-714<br>Cincinnati, Ohio 45202-3222<br>Phone: 513-684-7261 Fax: 513-684-2460 |

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

| | Date: | Telephone number: |
|---|---|---|
| _____<br>Signature of appellant or agent. | | |

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

# Exhibit 3 – Legal Description of Property to be Reclassified from NCD-SA to NCD-GD

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

# EXHIBIT 3 OF APPLICATION TO RECLASSIFY 2691 NORTH FOREST ROAD FROM NCD-SA TO NCD-GD

## LEGAL DESCRIPTION OF PROPERTY TO BE RECLASSFIED FROM NCD-SA TO NCD-GC – 2691 NORTH FOREST ROAD

**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. 75, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

**BEGINNING** at a point in the center line of North Forest Road, formerly North Ellicott Creek Road, distant 200 feet northwesterly (as measured along said center line) from the intersection thereof with the South line of lands conveyed to Eugene N. Binner and Thelma Binner, his wife, by deed recorded in the Erie County Clerk's Office in Liber 4038 of Deeds at page 513, said point of beginning also being the northwest corner of lands conveyed to Francis J. Gaffney and Audrey H. Gaffney, his wife, by deed recorded in the Erie County Clerk's Office in liber 5106 of Deeds at page 288;

**RUNNING THENCE** easterly, parallel with the South line of lands so conveyed to said Binners and along the North line of lands so conveyed to said Gaffneys, 493.01 feet;

**THENCE** northerly, at right angles to the last described line, 120.43 feet more or less, to the South line of lands conveyed to Alvia Williams Koepsel and Virna Robert Koepsel, his wife, by deed recorded in the Erie County Clerk's Office in Liber 5184 of Deeds at page 119;

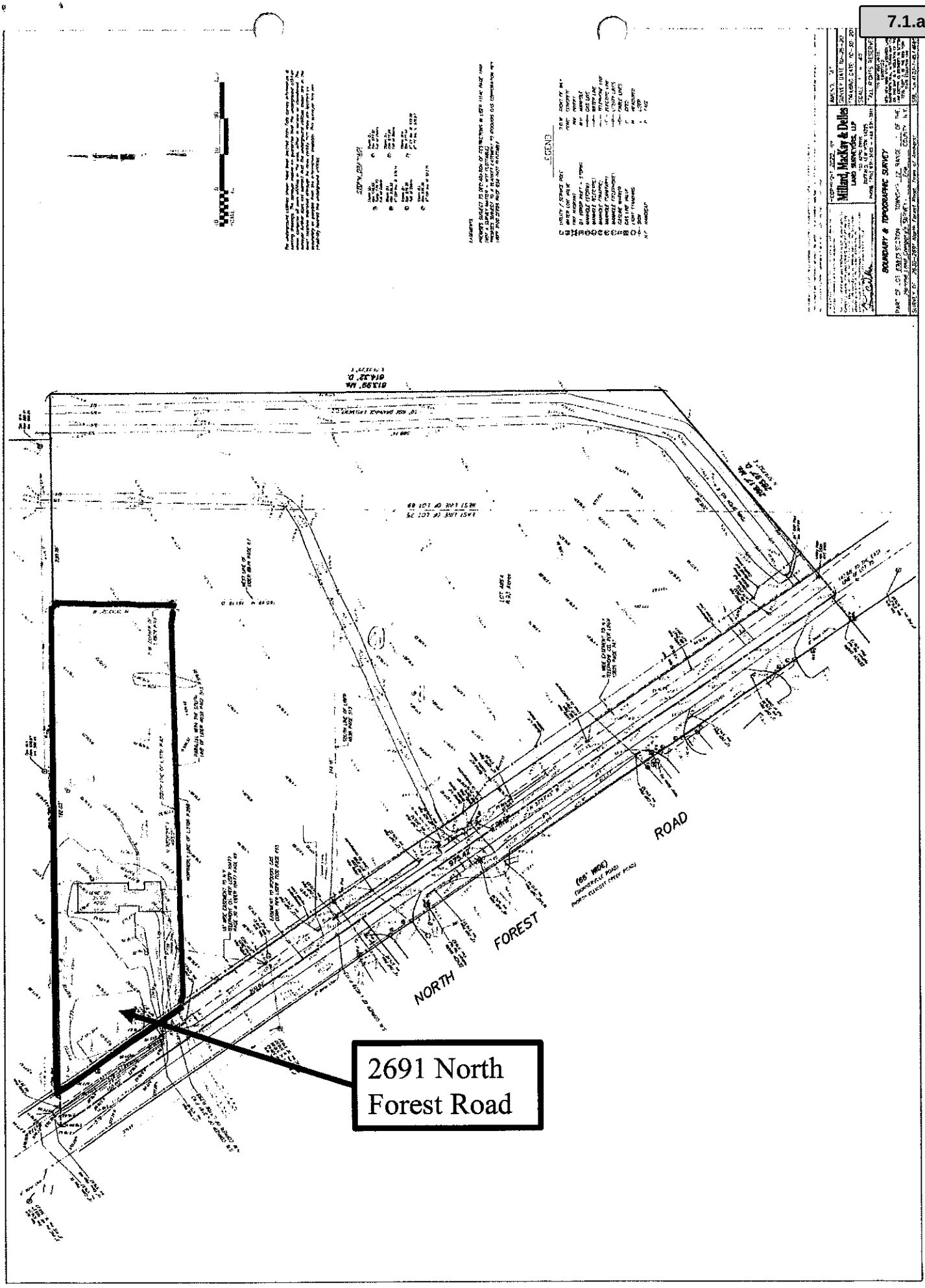
**THENCE** westerly, at right angles to the last described line, and along the South line of lands so conveyed to said Koepsels, 585.49 feet, more or less, to the center line North Forest Road;

**THENCE** southeasterly, along the center line of North Forest Road 150 feet to the point or place of **BEGINNING**

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

# Exhibit 4 – Reduced Size Copy of Survey of Project Site Depicting 2691 North Forest Road

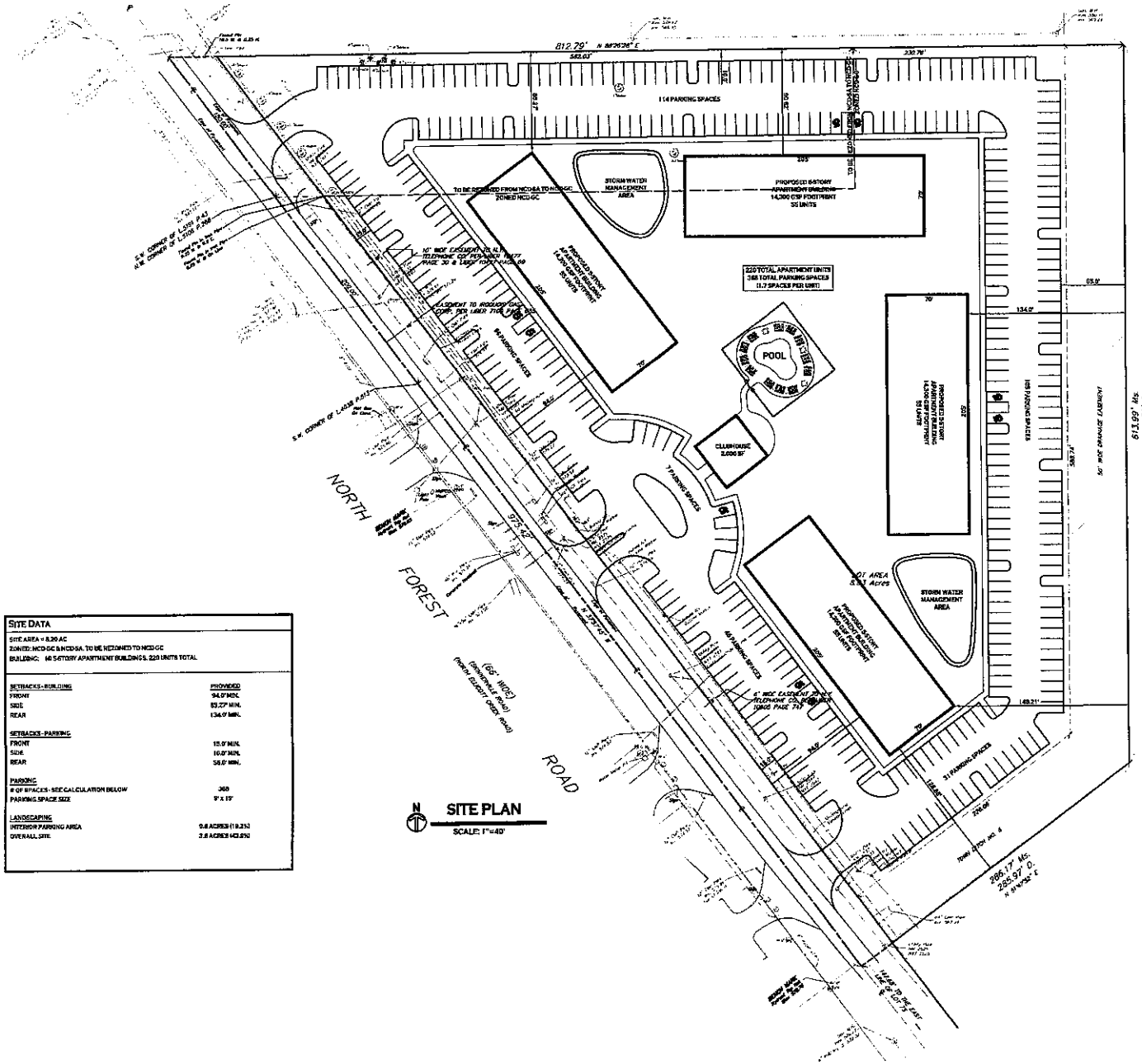
Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)




Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

# Exhibit 5 – Reduced Size Copy of the Concept Site Plan [Drawing C-100] as Prepared by Carmina Wood Morris DPC
# [Note: Full Size Copy of the Concept Site Plan is also attached]

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)




## SITE DATA

SITE AREA = 8.20 AC
ZONED: NCD-GC & NCD-SA, TO BE REZONED TO NCD-GC
BUILDING: 6d SETORY APARTMENT BUILDING S, 223 UNITS TOTAL

| SETBACKS - BUILDING | PROVIDED |
|---|---|
| FRONT | 94.0' MIN. |
| SIDE | 83.2' MIN. |
| REAR | 134.0' MIN. |
| **SETBACKS - PARKING** | |
| FRONT | 15.0' MIN. |
| SIDE | 10.0' MIN. |
| REAR | 50.0' MIN. |
| **PARKING** | |
| # OF SPACES - SEE CALCULATION BELOW | 368 |
| PARKING SPACE SIZE | 9' x 19' |
| **LANDSCAPING** | |
| INTERIOR PARKING AREA | 0.6 ACRES (19.2%) |
| OVERALL SITE | 3.8 ACRES (43.5%) |

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD MORRIS, D.P.C. ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

40' 0 40 80FT

Carmina Wood Morris DPC

All rights reserved. Reuse of these documents without the expressed written permission of Carmina Wood Morris DPC is prohibited. WARNING: It is unlawful for any person, unless acting under the direction of a licensed professional engineer, architect, landscape architect or land surveyor, to alter this item in any way. If this item bears the stamp or seal of a licensed professional engineer, architect, landscape architect or land surveyor and an alteration is made, the alterer should affix to the item his seal and the notation "Altered by" followed by his signature and the date of such alteration, and a specific description of the alteration.

Carmina Wood Morris
437 Main Street Suite 500
Buffalo, New York 14203
P 716.842.3085
F 716.842.0263

PRELIMINARY
NOT FOR CONSTRUCTION

REVISIONS:
No. Description Date

PROJECT NAME:
New Construction for:
Multi-Family Development
2635, 2675 & 2691 North Forest Rd
Amherst, New York

Issued for Construction:
Date: 3/21/22
Drawn by: C. Wood
Scale: As Noted

DRAWING NAME:
Concept Site Plan

DRAWING NO.
C-100
Project no.: 22.xxx

# Exhibit 6 – Responses to Questions 11A & 11B of the Application

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

# EXHIBIT 6

## APPLICATION TO RECLASSIFY 2691 NORTH FOREST ROAD FROM NCD-SA TO NCD-GC

**Question 11(A): Description of the character of the proposed development:**

**Response to Question 11(A):** The layout of the proposed multifamily project to be located at 2635, 2675 and 2691 North Forest Road (the "***Project Site***") is depicted on the Concept Site Plan [Drawing C-100] prepared by Carmina Wood Morris DPC. A full size copy of the updated Concept Site Plan [Drawing C-100] is attached to this Application and a reduced size copy is also provided at **Exhibit "5"**. The layout of the proposed multifamily project consists of four 5-story buildings consisting of 55 units each [total of 220 units] for lease with related site improvements as depicted on the Concept Site Plan.

It is important to mention that the layout of the proposed multifamily project as depicted on the 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 in connection with the future Site Plan Application review process.

**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 multifamily project given its location on North Forest Road in an area that consist of a mixture of uses on parcels zoned New Community District ("NCD") with various use classifications. With the exception of the parcel at 2691 North Forest Road, the remainder of the Project Site is properly zoned NCD-GC.

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

**Question 11(B)(2): Why cannot land be used with the existing zoning?**

**Response to Question 11(B)(2):** The parcel at 2691 North Forest Road 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 a portion of the Project Site from NCD-SA to NCD-GC to accommodate the proposed multifamily project will not result in any potentially significant adverse impacts on surrounding properties. A completed Part 1 of the Full Environmental Assessment Form prepared pursuant to the State Environmental Quality Review Act ("SEQRA") with Attachments "1" and "2" 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 multifamily project will generate substantial annual property taxes to be received by taxing jurisdictions. The Applicant does not anticipate that the proposed multifamily project will generate a substantial demand for educational services.

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

# Exhibit 7 – Responses to Questions 16A, 16B, 16D & 16E of the Application

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

# EXHIBIT 7

## APPLICATION TO RECLASSIFY 2691 NORTH FOREST ROAD FROM NCD-SA TO NCD-GC

**Question 16(A)(1):** **State in detail why the proposed zoning is consistent with the adopted Town of Amherst Bicentennial Comprehensive Plan. Cite specific sections, maps and/or figures in the plan that support the proposed zoning at this location.**

**Response to Question 16(A)(1):** The request to reclassify 2691 North Forest Road from NCD-SA to NCD-GC to accommodate the proposed multifamily project on the approximately 8.2 acres of property at 2635, 2675 and 2691 North Forest Road (collectively the "Project Site") consisting of attached units for lease is consistent with the adopted Bicentennial Comprehensive Plan. The Town of Amherst adopted the Bicentennial Comprehensive Plan in January of 2007 after completing a lengthy planning process that included numerous public meetings and public hearings involving the Comprehensive Plan Advisory Committee, the Planning Board and the Town Board.[1] In December of 2020, the Town Board most recently adopted 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 property at 2691 North Forest Road as being appropriate for "Medium Residential" and "Commercial Office" uses. A copy of Figure 6 of the Comprehensive Plan is provided at **Exhibit**

[1] A copy of the resolution adopted by the Town Board on January 2, 2007 for the purpose of adopting the Bicentennial Comprehensive Plan pursuant to Town Law Section 272-a is included at the beginning of the Comprehensive Plan. This resolution recites the lengthy planning history that incorporated numerous opportunities for public input as well as a coordinated environmental review pursuant to SEQRA that involved the preparation a Generic EIS and the issuance of a Findings Statement.



Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

**"8"**. The Conceptual Land Use Plan is intended to communicate the overall direction and concept of future development in the Town of Amherst. The Medium Residential land use category is described on Page 3-32 of Chapter 3 of the Comprehensive Plan as follows:

> **"Medium Residential (12 to 60 units/acre):** Medium Residential comprises the relatively small proportion of the Town's housing stock devoted to multi-family, largely rental apartment housing. 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."

The density of the proposed multifamily project that will be accommodated if the parcel at 269 North Forest Road is reclassified from NCD-SA to NCD-ND is 26.82 units per acre and such is consistent with the allowable density for the Medium Residential category.

**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 2691 North Forest Road from NCD-SA to NCD-GC.

**Question 16(A)(3): State why the proposed zoning is consistent with intent and objectives (Sec. 1-2-2) of the Zoning Ordinance:**

**Response to Question 16(A)(3):** Section 1-2-1 of the Zoning Code is titled "Purpose" and it states as follows:

> *"The purpose of this Zoning Ordinance and the intent of the legislative authority in its adoption is to promote the environment of the town and its public health, safety, convenience, comfort, prosperity and the general welfare by regulating the use of buildings, other structures and land for residences, open space, public facilities, business, services, industry or other purposes; by regulating and restricting the bulk, height, design, building coverage and location of structures; by regulating and limiting*



Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

*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 2691 North Forest Road from NCD-SA to NCD-GC to accommodate the proposed 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 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 project will not result in an excessive concentration of population. The proposed 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.**



Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

**Response:** The requested reclassification of 2691 North Forest Road from NCD-SA to NCD-GC and the proposed 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 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 Concept Site Plan will result in a multifamily 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 multifamily project will not result in any potentially significant traffic impacts. The driveways connections will be provided onto North Forest Road, which is an Erie County Highway. The potential traffic impacts of the proposed

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

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.

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

**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.

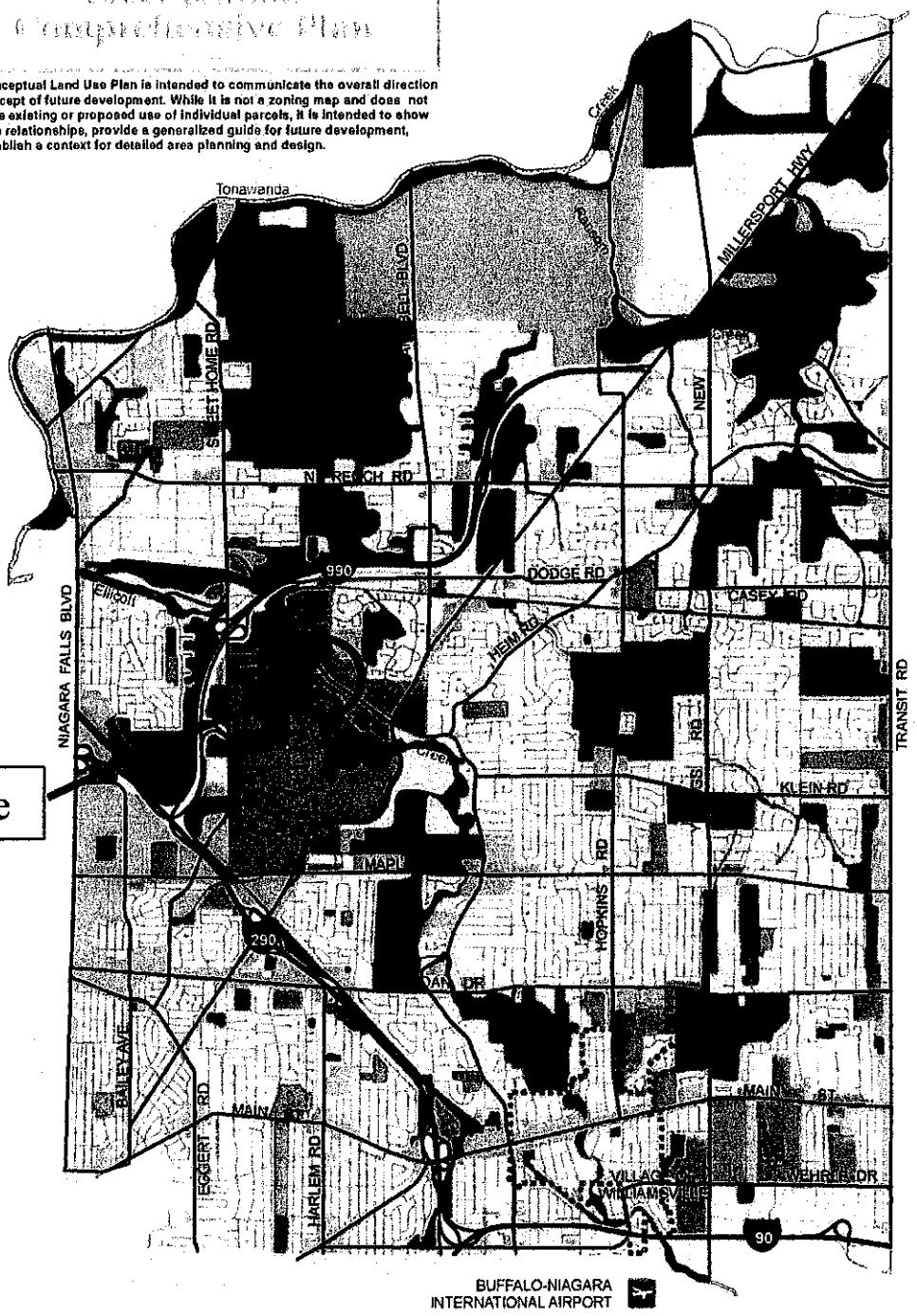
Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

# Exhibit 8 – Color Copy of Figure 6 of the Bicentennial Comprehensive Plan

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

Town of Amherst
Commercial
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

FIGURE 6

Rural Residential
Single Family Residential
Mixed Residential
Medium Residential
Commercial / Mixed Use*
Special Use Center
Commercial - Office
Industrial - Office
Community Facilities
Educational Campus
Recreation, Open Space & Greenways
Agriculture
Transportation
Surface Water
Village of Williamsville Boundary

* See Map Figure 6-A for Additional Designations

SOURCE NOTES:

Original Source Data Provided by the Town of Amherst Information Technology Department, URS Corporation and Wallace Roberts & Todd, LLC

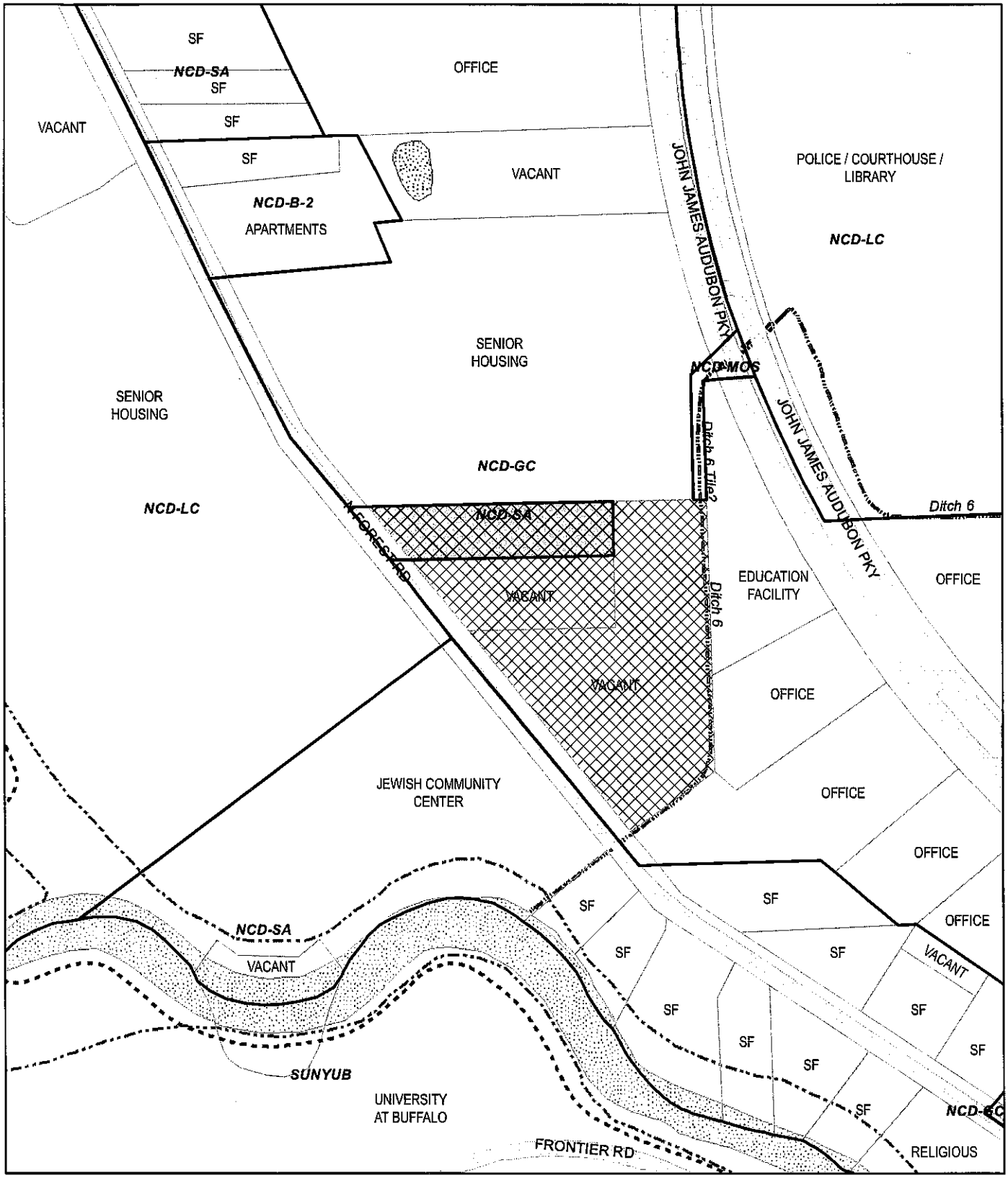
Map Compiled by the Town of Amherst Planning Department

Date: December 2020

N

0 0.25 0.5 0.75 1 1.25
Miles

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)




Z-2022-03

Amendment #76 to the Audubon Development Plan,
Request to Reclassify 1.37± Acres of Land from NCD-SA to NCD-GC
Property Located at 2691 North Forest Road
PB Investors LLC, Petitioner
May 19, 2022

2691 North Forest Road

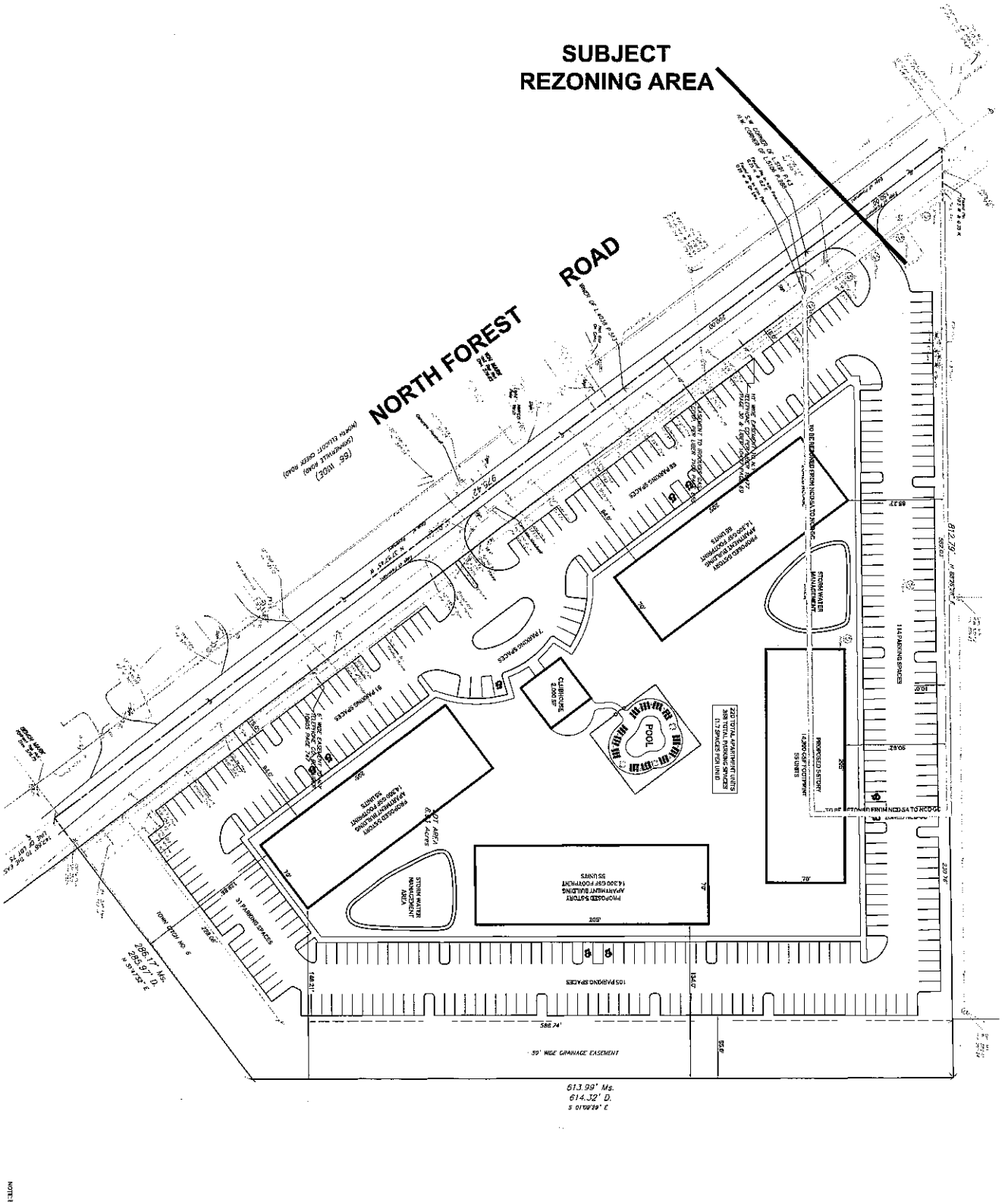
Floodway Boundary

Bike Path

Proposed Development Area

*Prepared by the Town of Amherst Planning Department*

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)




CONCEPT PLAN

Z-2022-03
2691 North Forest Road
Received: 5/2/22

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)




Z-2022-03

Amendment #76 to the Audubon Development Plan,
Request to Reclassify 1.37± Acres of Land from NCD-SA to NCD-GC
Property Located at 2691 North Forest Road
PB Investors LLC, Petitioner
May 19, 2022

2691 North Forest Road

Floodway Boundary

Bike Path

N

*Prepared by the Town of Amherst Planning Department*

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

RECEIVED
MAY 23 2022
TOWN OF AMHERST
PLANNING DEPT.

# SITE PLAN OR ZONING REFERRAL TO COUNTY OF ERIE, N.Y 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.: ZR-22-221

Postmark/Delivery Date: 3/24/22

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, replay 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 May 19, 2022 Time 6:30pm Location 5583 Main Street

**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 2691 North Forest

**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):** Request to reclassify 1.37 ± acres from NCO-5A to NCO-GC

**8. Other remarks (SBL#, etc.):** Z-2022-03

**9. Submitted by:** Thomas Voigt, Assistant Planner TJV March 22, 2022

**10. Return Address:** Town of Amherst Planning Department, 5583 Main Street, Williamsville, NY 14221

## Reply to Municipality by Erie County Division of Planning

**Receipt of the above-described proposed action is acknowledged on 3/28/22. 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. ☐ **Comment on proposed action is attached hereto.**
3. ☐ **The proposed action is subject to review; Recommendation on Proposed Action is attached hereto.**
4. ☒ **No recommendation; proposed action has been reviewed and determined to be of local concern**

**By the Division of Planning:** [signature] **Date:** 5/20/22

Revised 4/16

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AIC
Assistant Planning Direc

RECEIVED
MAY 17 2022
TOWN OF AMHERST
PLANNING DEPT.

**MEMORANDUM**

May 6, 2022

RECEIVED
MAY 10 2022
TOWN OF AMHERST
BUILDING DEPT

TO: Daniel Ulatowski, Principal Planner (TIS)
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Chris Schregel, Traffic/Safety Coordinator (c/o Eng) (TIS)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Integrated Review Coordinator, ECDEP
ECDPW, Highway (TIS)
NYSDEC

FROM: Scott Marshall, Principal Planner

SUBJECT: AMENDMENT #76 TO THE AUDUBON DEVELOPMENT PLAN, REQUEST TO RECLASSIFY 1.37± ACRES OF LAND FROM NCD-SA TO NCD-GC, **Z-2022-03**; PROPERTY LOCATED AT **2691 NORTH FOREST ROAD (NCD)**. PB INVESTORS LLC, PETITIONER.

**REVISED CONCEPT PLAN & TRAFFIC IMPACT STUDY:**
Received May 4, 2022

**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.)

If additional information is required, please call Gary Palumbo at gpalumbo@amherst.ny.us or 631-7056.

**Signature:** Doug Gesel **Date:** 5-17-2022

DU/GP/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-03_(2691_N_Forest_Rd_NCD)_2022\Z-2022-03_Rev_Transmittal_050522.doc
cc: Scott Marshall, Principal Planner
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Suite 343, Williamsville, NY 14221
Paul Bliss, PB Investors LLC, 6790 Main St., Suite 100, Williamsville, NY 14221
Chris Wood, Carmina Wood Morris, 487 Main St., Suite 500, Buffalo, NY 14203



Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

Amherst

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

RECEIVED
MAY 11 2022
TOWN OF AMHERST
PLANNING DEPT.

TOWN OF AMHERST
ENGINEERING
DEPARTMENT
2022 MAY 10 P 12:46

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

**MEMORANDUM** May 6, 2022

TO: Daniel Ulatowski, Principal Planner (TIS)
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Chris Schregel, Traffic/Safety Coordinator (c/o Eng) (TIS)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Integrated Review Coordinator, ECDEP
ECDPW, Highway (TIS)
NYSDEC

FROM: Scott Marshall, Principal Planner

SUBJECT: AMENDMENT #76 TO THE AUDUBON DEVELOPMENT PLAN, REQUEST TO RECLASSIFY 1.37± ACRES OF LAND FROM NCD-SA TO NCD-GC, **Z-2022-03**; PROPERTY LOCATED AT **2691 NORTH FOREST ROAD (NCD)**. PB INVESTORS LLC, PETITIONER.

**REVISED CONCEPT PLAN & TRAFFIC IMPACT STUDY:**
Received May 4, 2022

**REVIEW:**

Do you agree with all statements made?
YES, WITH CONDITIONS.

Concept Plan Comments:

1. Establish a pedestrian connection through the subject parcel to allow for public pedestrian travel between N. Forest complexes (JCC, Weinberg, etc.) to the Municipal Complex located at Gordon R. Yaeger Drive. Petitioner to work with the Town on best routing and traffic control devices to complete this pedestrian connection.

TIS Comments:

A. Recommendations indicate that an advance intersection warning sign be placed on N. Forest in the NB direction to warn drivers that there is an intersection ahead. W2-2 signs are reserved for intersections of side roads, not private driveways, per MUTCD. Obtain ECDPW approval specific to this sign placement.
B. Check the PM Peak Hour number of entering trips. ITE Trip Generation Manual indicates a PM Enter of 72 trips (fitted curve).

If additional information is required, please call Gary Palumbo at gpalumbo@amherst.ny.us or 631-7056.

**Signature:** C. SCHREGEL **Date:** 5/11/22

DU/GP/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-03_(2691_N_Forest_Rd_NCD)_2022\Z-2022-03_Rev_Transmittal_050522.doc
cc: Scott Marshall, Principal Planner
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Suite 343, Williamsville, NY 14221
Paul Bliss, PB Investors LLC, 6790 Main St., Suite 100, Williamsville, NY 14221
Chris Wood, Carmina Wood Morris, 487 Main St., Suite 500, Buffalo, NY 14203



Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

Amherst

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

RECEIVED
MAY 11 2022
TOWN OF AMHERST
PLANNING DEPT.

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Directo

**MEMORANDUM**

May 6, 2022

TO: Daniel Ulatowski, Principal Planner (TIS)
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Chris Schregel, Traffic/Safety Coordinator (c/o Eng) (TIS)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Integrated Review Coordinator, ECDEP
ECDPW, Highway (TIS)
NYSDEC

TOWN OF AMHERST
ENGINEERING
DEPARTMENT
2022 MAY 10 P 1:30

FROM: Scott Marshall, Principal Planner

SUBJECT: AMENDMENT #76 TO THE AUDUBON DEVELOPMENT PLAN, REQUEST TO RECLASSIFY 1.37± ACRES OF LAND FROM NCD-SA TO NCD-GC, **Z-2022-03**; PROPERTY LOCATED AT **2691 NORTH FOREST ROAD (NCD)**. PB INVESTORS LLC, PETITIONER.

**REVISED CONCEPT PLAN & TRAFFIC IMPACT STUDY:**
Received May 4, 2022

**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.)

If additional information is required, please call Gary Palumbo at gpalumbo@amherst.ny.us or 631-7056.

**Signature:** _____ **Date:** 5/10/22

DU/GP/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-03_(2691_N_Forest_Rd_NCD)_2022\Z-2022-03_Rev_Transmittal_050522.doc
cc: Scott Marshall, Principal Planner
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Suite 343, Williamsville, NY 14221
Paul Bliss, PB Investors LLC, 6790 Main St., Suite 100, Williamsville, NY 14221
Chris Wood, Carmina Wood Morris, 487 Main St., Suite 500, Buffalo, NY 14203



Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

RECEIVED
APR 27 2022
TOWN OF AMHERST
PLANNING DEPT.

**MEMORANDUM** March 22, 2022

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/ Eric Blocher, General 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
Williamsville Central School District
NYSDEC

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: AMENDMENT #76 TO THE AUDUBON DEVELOPMENT PLAN, REQUEST TO RECLASSIFY 1.37± ACRES OF LAND FROM NCD-SA TO NCD-GD, **Z-2022-03**; PROPERTY LOCATED AT **2691 NORTH FOREST ROAD (NCD)**. PB INVESTORS 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: N/A

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

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

**Signature:** _____ **Date:** 4/27/22

DU/TV/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-03_(2691_N_Forest_Rd)_2022\Z-2022-03_Transmittal_032222.doc
cc: Scott Marshall, Principal Planner
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Suite 343, Williamsville, NY 14221
Paul Bliss, PB Investors LLC, 6790 Main St., Suite 100, Williamsville, NY 14221
Chris Wood, Carmina Wood Morris, 487 Main St., Suite 500, Buffalo, NY 14203



Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

Z-2022-03

**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

RECEIVED
APR 25 2022
TOWN OF AMHERST
PLANNING DEPT.

**SENT VIA EMAIL**

April 25, 2022

Daniel Ulatowski
Town of Amherst
5583 Main Street
Williamsville, New York 14221

Dear Daniel Ulatowski,

**SEQR Lead Agency Coordination**
**Multi-Family Development**
**2635-2655, 2675 & 2691 North Forest Road**
**Town of Amherst, Erie County**

This is to acknowledge receipt of your March 22, 2022 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. 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-0-20-001). 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. Information on permitting requirements and preparation of a necessary SWPPP is available on the Department's website at www.dec.ny.gov/chemical/8468.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 principal executive officer or ranking elected official from the MS4 community, or by a duly authorized representative of that person, and submitted along with the NOI, to the Department at NOTICE OF INTENT, NYSDEC, Bureau of Water Permits, 625 Broadway, 4th Floor, Albany, New York 12233-3505, telephone: 518/402-8111 to receive Department approval before construction commences.

NEW YORK STATE OF OPPORTUNITY | Department of Environmental Conservation

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

2. This proposed project requires a sanitary sewer connection that is designed to convey 2,500 gallons/day or more of municipal sewage and is therefore considered a sanitary sewer extension. The Erie County Health Department, 503 Kensington Avenue, Buffalo, New York 14214, telephone: 716/961-6800 which acts as our agent, will be the approving agency.

   A detailed Downstream Sewer Capacity Analysis must be performed and submitted for the proposed project as part of the Project's Engineering Report. Recent wet weather flow monitoring data and proposed new development flow should be analyzed relative to theoretical capacity at key nodes in the downstream sewer system and at pump stations (if any) to determine if capacity exists.

   Recent wet weather system flow data can consist of:

- Comprehensive information from recent Sanitary Sewer System Evaluation Studies, or
- Wet weather data collected at (minimum of 3) key downstream nodes specified by the municipality.
    - This dated information can consist of instantaneous flow measurements or continuous flow or sewer depth measurements obtained during significant wet weather events, preferably during high groundwater conditions. Peak sewer flow recording methods are an acceptable method to collect this information.
    - Depth or flow measurements should continue until a significant wet weather event occurs, but would not have to extend beyond three months. A significant wet weather event is considered to be a daily rainfall amount of ½" or greater.

The Downstream Sewer Capacity Analysis must also contain a narrative and a detailed map showing the downstream routing of sewers from the proposed project site to the Wastewater Treatment Plant. Line sizes, theoretical capacity and pump stations must be identified and included in the analysis.

This Downstream Sewer Capacity Analysis, as well as any required infiltration and inflow (I/I) rehabilitation offset work 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. The Town of Amherst shall coordinate the information contained in this submission. 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

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

3. According to a United States Army Corps of Engineers (USACE) Approved Jurisdictional Determination, dated October 26, 2020, attached to the Environmental Assessment Form enclosed with your notice, the project site includes federally regulated aquatic resources. The project sponsor should consult with the USACE (telephone: 716/879-4330) concerning USACE regulatory jurisdiction to ensure that the project will not involve federally regulated wetlands or require any other approval from that agency. If federal wetlands are involved, the USACE may require that Water Quality Certification (WQC) be obtained from this Department.

4. We have reviewed the available information in the New York State Natural Heritage Program databases on known occurrences of rare or state-listed animals and plants, of significant natural communities, and other significant habitats. Occurrences of Spiny Softshell turtle (*Apalone spinifera*), a species of special concern, were last identified in the vicinity of the project site in 2018.

   We cannot provide a definitive statement as to the presence or absence of all rare or state-listed species or significant natural communities. This information should not be substituted for on-site surveys that may be required for environmental impact assessment. Depending on the nature of the project and the conditions at the project site, further information from on-site surveys or other sources may be required to fully assess impacts on biological resources.

5. The project site appears to be within an archaeologically sensitive area based on information obtained through the Cultural Resource Information System (CRIS) on the New York State Office of Parks, Recreation and Historic Preservation's (OPRHP) website at https://cris.parks.ny.gov/. As part of the SEQR process, this concern should be evaluated, unless it can be verified by appropriate documentation that the site has been significantly disturbed in a way that would destroy potential artifacts. Please recognize that normal agricultural activities, such as plowing, would not constitute such land disturbance. If there are any questions regarding this, contact OPRHP (telephone: 518/237-8643).

6. Please be aware that if asbestos exists in any building(s) to be demolished, the protection of workers is regulated by the New York State Department of Labor (716/847-7126) and Occupational Safety and Health Administration (716/684-3891). In addition, the disposal of friable (readily crumbled and brittle) asbestos is regulated by this Department under 6 NYCRR Part 360. For more information on the disposal of friable asbestos, please contact the Region 9 Division of Materials Management at 716/851-7220.

   The presence of elemental mercury and/or lead in any building(s) being demolished is also a concern of the Department. Mercury is found in many different common items such as fluorescent lights and electrical switches, while lead is mainly found in older paints (pre-1980). For guidance on the proper handling and disposal of mercury and/or lead, please contact our Region 9 Division of Environmental

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

Remediation at 716/851-7220 or visit the Department's Mercury webpage at https://www.dec.ny.gov/chemical/285.html.

If you have any other questions, please feel free to contact Michelle Woznick of my staff or me at 716/851-7165.

Sincerely,

David S. Denk

David S. Denk
Regional Permit Administrator

MRW:cmn

ecc: Sean Hopkins, Hopkins, Sorgi & McCarthy PLLC
Melanie Stein, P.E., NYSDEC Division of Water
Rebecca Wightman, P.E., Erie County Health Department
John Tomani, P.E., Erie County Health Department
Jacquie Walters, NYSDEC Division of Fish & Wildlife

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

NEW YORK STATE OF OPPORTUNITY. | **Parks, Recreation, and Historic Preservation**

KATHY HOCHUL
Governor

ERIK KULLESEID
Commissioner

RECEIVED
APR 18 2022
TOWN OF AMHERST
PLANNING DEPT.

April 18, 2022

Anthony Pandolfe
Project Engineer
Carmina Wood Morris, DPC
487 Main Street, Suite 500
Buffalo, NY 14203

Re: DEC
Multi-Family Development - Demolition and New Construction Project
2635, 2675, 2691 North Forest Road, Amherst, Erie County, NY
22PR02506

Dear Anthony Pandolfe:

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 submitted information 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. Such impacts must be considered as part of the environmental review of the project pursuant to the State Environmental Quality Review Act (New York Environmental Conservation Law Article 8) and its implementing regulations (5NYCRR Part 617).

An archaeological survey conducted in 2002 by Panamerican Consultants, Inc. (Hayward, May 2002; 02SR52571) that covered the entirety of the currently proposed project's Area of Potential Effects (APE) did not identify any archaeological sites within it. Therefore, no further archaeological investigations are warranted. Based upon our review, it is 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 at Josalyn.Ferguson@parks.ny.gov or 518.817.2816.

Sincerely,

Josalyn Ferguson, Ph.D.
Scientist Archaeology

*via email only*

c.c. Charles Vandrei, DEC



Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

Amherst

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

RECEIVED
Williamsville Central School District
MAR 25 2022
Asst Superintendent for
Finance & Management Services

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

**MEMORANDUM** March 22, 2022

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/ Eric Blocher, General 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
Williamsville Central School District
NYSDEC

RECEIVED
APR 01 2022
TOWN OF AMHERST
PLANNING DEPT.

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: AMENDMENT #76 TO THE AUDUBON DEVELOPMENT PLAN, REQUEST TO RECLASSIFY 1.37± ACRES OF LAND FROM NCD-SA TO NCD-GD, **Z-2022-03**; PROPERTY LOCATED AT **2691 NORTH FOREST ROAD (NCD)**. PB INVESTORS LLC, PETITIONER.

**REVIEW**:

Do you agree with all statements made? _____.

If you do not, briefly state why: _____

_____.

General comments relative to your agency interests: _____

_____.

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

_____

_____

_____.

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

**Signature:** _____ **Date:** 3/28/22

DU/TV/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-03_(2691_N_Forest_Rd)_2022\Z-2022-03_Transmittal_032222.doc
cc: Scott Marshall, Principal Planner
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Suite 343, Williamsville, NY 14221
Paul Bliss, PB Investors LLC, 6790 Main St., Suite 100, Williamsville, NY 14221
Chris Wood, Carmina Wood Morris, 487 Main St., Suite 500, Buffalo, NY 14203





Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

Williamsville Central Schools
Encouraging · Nurturing · Challenging

**Thomas R. Maturski**
*Assistant Superintendent for Finance & Management Services*
tmaturski@williamsvillek12.org

March 29, 2022

RECEIVED
APR 01 2022
TOWN OF AMHERST
PLANNING DEPT.

Daniel J. Ulatowski, AICP
Associate Planning Director
Town of Amherst Planning Department
5583 Main Street
Williamsville, NY 14221

RE: AMENDMENT #76 TO THE AUDUBON DEVELOPMENT PLAN, REQUEST TO RECLASSIFY 1.37+ ACRES OF LAND FROM NCD-SA TO NCD-GD, **Z-2022-03;** PROPERTY LOCATED AT **2691 NORTH FOREST ROAD (NCD).** PB INVESTORS LLC, PETITIONER.

Dear Mr. Ulatowski:

The Williamsville Central School District has reviewed the plan regarding the proposed amendment to the property located at **2691 North Forest Road**. Please be advised that bus service to this subdivision will be based on the District Transportation Policy in compliance with Board of Education Policies. The location of the bus stop for this development will be on North Forest Rd.

Sincerely,

Thomas R. Maturski
Assistant Superintendent for Finance & Management Services

TRM/ld

cc:
Scott Marshall, Principl Planner
Sean Hopkins, Hopkins, Sorgi & McCarthy, 5500 Main St, Ste 343, Williamsville, NY 14221 shopkins@hsr-legal.com
Paul Bliss, PB Investors LLC, 6790 Main St, Suite 100, Williamsville, NY 14221
Chris Wood, Carmina Wood Morris, 487 Main St, Suite 500, Buffalo, NY 14203



Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

April 1, 2022

PB Investors, LLC
c/o Sean Hopkins, Esq.
5500 Main Street, Suite 343
Williamsville, New York 14221

SUBJECT: Amendment #76 to the Audubon Development Plan Review **Z-2022-03**

| | |
|---|---|
| Proposed: | Reclassify 1.37 acres of land from NCD-SA to NCD-GC |
| Property located at: | **2691 North Forest Road (NCD)** |
| Application received: | March 22, 2022 |
| Representative: | Hopkins Sorgi & McCarthy PLLC, and Carmina Wood Morris, DPC |

Dear Mr. Hopkins,

Please consider the following comments:

1. The concept plan provided with the application is being considered as conceptual only as review for compliance with the §203 of Town Code will occur during the site plan process.
2. A geotechnical report must be provided prior to the Planning Board making a SEQR determination.
3. The subject site is located within an archaeologically sensitive area. An archaeological assessment will be required prior to the Planning Board making a SEQR determination.
4. Please note that any outstanding SEQR-related issues raised during the review process for this rezoning must be addressed prior to action by the Planning Board.
5. Provide an electronic copy of the draft Local Law previously provided to this office in Word format.

This is a review only and does not constitute approval of the Amendment to the Audubon Development Plan Request. Should you have questions regarding this correspondence, please contact Gary Palumbo, Associate Planner at gpalumbo@amherst.ny.us or Scott A. Marshall, Principal Planner at smarshall@amherst.ny.us

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/SM/GP/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-03_(2691_N_Forest_Rd_NCD)_2022\Z-2022-03_Pln_Dpt_Rvw_04012022.doc
cc: Paul Bliss, PB Investors LLC, 6790 Main St., Suite 100, Williamsville, NY 14221
Chris Wood, Carmina Wood Morris, 487 Main St., Suite 500, Buffalo, NY 14203



Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

# TOWN OF AMHERST

## ASSESSOR'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7038
FAX 716-631-7144

**Emily A. Murphy**
**Assessor**
emurphy@amherst.ny.us

RECEIVED
MAR 29 2022
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

TO: Daniel Ulatowski, AICP, Associate Planning Director
Douglas Gesel, Supervising Code Enforcement Officer
Jeff Burroughs, Town Engineer
Scott Marshall, Principle Planner

FROM: Bonnie B. Arnold, Real Property Appraiser

DATE: March 29, 2022

SUBJECT: Amendment #76 to the Audubon Development Plan , request to reclassify 1.37± Acres of land from NCD-SA to NCD-GD,Z-2022-03
Property Location: **2691 North Forest Rd (NCD)**
Petitioner: **PB Investors LLC**

Site plan approved as submitted.
If rezoning is for building single family homes with condominium status then the Assessor's office does not approve.

cc: Scott Marshal Principal Planner
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Suite 343, Williamsville, NY 14221
Paul Bliss, PB Investors LLC, 6790 Main St., Suite 100, Williamsville, NY 14221
Chris Wood, Carmina Wood Morris, 487 Main St., Suite 500, Buffalo, NY 14203

Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AIC
Assistant Planning Direc

**MEMORANDUM** March 22, 2022

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/ Eric Blocher, General 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
Williamsville Central School District
NYSDEC

RECEIVED
MAR 29 2022
TOWN OF AMHERST
PLANNING DEPT.

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: AMENDMENT #76 TO THE AUDUBON DEVELOPMENT PLAN, REQUEST TO RECLASSIFY 1.37± ACRES OF LAND FROM NCD-SA TO NCD-GD, **Z-2022-03**; PROPERTY LOCATED AT **2691 NORTH FOREST ROAD (NCD)**. PB INVESTORS LLC, PETITIONER.

**REVIEW:**

Do you agree with all statements made? YES, WITH CONDITION.

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.) ESTABLISH A PEDESTRIAN CONNECTION THROUGH THE SUBJECT PARCEL TO CONNECT PEDESTRIANS FROM BETWEEN MUNICIPAL COMPLEX (GORDON YEAGER) AND JCC + N. FORK.

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

**Signature:** _____ **Date:** 3/28/22

DU/TV/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-03_(2691_N_Forest_Rd)_2022\Z-2022-03_Transmittal_032222.doc
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Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Directo

RECEIVED
MAR 28 2022
TOWN OF AMHERST
PLANNING DEPT.

**MEMORANDUM**

March 22, 2022

RECEIVED
MAR 24 2022
TOWN ATTORNE

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/ Eric Blocher, General 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 See Planning copy
Integrated Review Coordinator, ECDEP
Williamsville Central School District
NYSDEC

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director DJU

SUBJECT: AMENDMENT #76 TO THE AUDUBON DEVELOPMENT PLAN, REQUEST TO RECLASSIFY 1.37± ACRES OF LAND FROM NCD-SA TO NCD-GD, **Z-2022-03**; PROPERTY LOCATED AT **2691 NORTH FOREST ROAD (NCD)**. PB INVESTORS LLC, PETITIONER.

**REVIEW**:

Do you agree with all statements made? 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:** _____ **Date:** 3/24/22

DU/TV/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-03_(2691_N_Forest_Rd)_2022\Z-2022-03_Transmittal_032222.doc
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Chris Wood, Carmina Wood Morris, 487 Main St., Suite 500, Buffalo, NY 14203



Attachment: Z-2022-03 TB letter packet 062722 (RES-2022-606 : 2691 North Forest Road Reclassification)

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26032 **RESOLUTION 2022-607** **ADJOURNED**

# 1720, 1740 & 1760 Maple Road - Amendment to Bicentennial Comprehensive Plan

Request to Amend the Bicentennial Comprehensive Plan from "Commercial Office" to "Commercial Mixed-Use".

**6/27/2022**
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 8:03 PM.

Attorney Sean Hopkins presented.

The following speakers addressed the Town Board and spoke in opposition:
Bob Divita, 1725 Maple Rd
Karen Sterman, 1689 Maple Rd
Beverlee Hill (letter), 46 Brush Creek Rd
Randy Clark, 126 Brush Creek Rd
Robert Divita, 1735 Maple Rd

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the hearing until the July 25th Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was adjourned at 9:08 PM.

| | | |
|---|---|---|
| **RESULT:** | **ADJOURNED [UNANIMOUS]** | **Next: 7/25/2022 7:00 PM** |
| **MOVER:** | Brian J. Kulpa, Supervisor | |
| **SECONDER:** | Jacqualine Berger, Deputy Supervisor | |
| **AYES:** | Kulpa, Berger, Bucki, Lavin, Szukala | |

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard,
Planning Direct

Daniel J. Ulatowski,
Assistant Planning Di

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

**Town Board Agenda of June 27, 2022**

June 21, 2022

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

Subject: Request to Amend Figure 6 and Figure 6A of the Bicentennial Comprehensive Plan from "Commercial Office" to "Commercial Mixed-Use", property located at 1720, 1740 and 1760 Maple Road. PB Investors, LLC, petitioner. (BCPA-2022-02).

Honorable Members:

The subject properties total 5.1 ± acres, are irregularly shaped, and are located on the north side of Maple Road approximately 210± feet west of the intersection of Maple Road and Ayer Road. The subject sites are primarily vacant with scattered trees and a parking field that services the existing adjacent office building to the east. Maple Road is an Erie County highway designated as a minor arterial 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 Bicentennial Comprehensive Plan to change the land use designation from "Commercial-Office" to "Commercial-Mixed-Use". The "Commercial-Mixed-Use" land use designation is meant for a variety of commercial development that allows for a mixture of land uses to be located on the same site. The subject parcels are currently zoned Office Business (OB) and Residential District Three (R-3). To implement a mixed use concept plan provided by the petitioner a subsequent rezoning request to Center 5 (CTR-5) or Deep Corridor 5 (DC-5) will be necessary if the Town Board agrees to amend the Bicentennial Comprehensive Plan.

The subject site was zoned R-3 (western portion of the request) and CF (eastern portion of the request) with the adoption of the Zoning Map and Ordinance on January 19, 1976. Two previous rezoning requests have been filed for the parcels involved with this action as follows:

Z-1978-11 A request to rezone 1.1 acres of land located at 1770 Maple Road from R-3 to OB was denied by the Planning Board on March 16, 1978. The request was never advanced to the Town Board for a determination.

Honorable Town Board

Request to Amend Figure 6 and 6A of the Bicentennial Comprehensive Plan from "Commercial Office" to "Commercial Mixed-Use"; property located at 1720, 1740 and 1760 Maple Road
Agenda of June 27, 2022

Z-2009-02 A request to rezone 5.5± acres of land located at 1730 & 1800 Maple Road form CF & R-3 to OB was approved by the Town Board on August 3, 2009.

In accordance with New York State Town Law §272-a of the Planning Board offers its recommendation to approve the petition based upon the attached resolution.

RECOMMENDATION

The Planning Department requests that if the Town Board desires to act on the Bicentennial Comprehensive Plan Amendment, that a decision date be established after the public hearing so 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/SM/ac
Att.
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2022\BCPA-2022-02_(1720_1740_&_1760_Maple_Rd)_2022\BCPA-2022-02_TB_letter_062722.docx
cc: Stanley Sliwa, Town Attorney

Planning Board Approval; May 19, 2022
Ayes: 6; Noes: 0; Absent 1 (Giuliani)

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

TOWN OF AMHERST
PLANNING BOARD
COMPREHENSIVE PLAN AMENDMENT
BCPA-2022-02

PETITIONER
PB Investors, LLC
c/o Sean Hopkins, Esq.
Hopkins Sorgi & McCarthy
5500 Main Street, Suite 343
Williamsville, NY 14221

PROPERTY LOCATION
1720-1740 & 1760 Maple Road

MAY 26 '22 PM 3:35 RCVD

WHEREAS the Town of Amherst Planning Board on Thursday, May 19, 2022 held a public hearing on the proposed amendment to the Bicentennial Comprehensive Plan, and

WHEREAS the Planning Board has reviewed 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

NOW THEREFORE BE IT RESOLVED that the Planning Board recommends to the Town Board in accordance with New York State Town Law §272-a Subsection 4, that the request to amend the Bicentennial Comprehensive Plan be approved.

The foregoing resolution was adopted by the Town of Amherst Planning Board, May 19, 2022 moved by Chmiel, seconded by Penberthy, ayes 6, noes 0, absent 1 (Giuliani).

Robert J. Gilmour, Chair

5-26-22
Date

SM/ac
X:\Current_Planning\Files\Bicentennial Comp Plan Amends\2022\BCPA-2022-02_(1720_1740_&_1760)_2022\BCPA-2022-02_resolution_051922.doc
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main Street, Suite 343, Williamsville, NY 14221

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

**Bicentennial Comprehensive Plan Amendment Application & Supporting Documentation - 1720, 1740 & 1760 Maple Road - Applicant: PB Investors, LLC**
**Date: March 21, 2022**

# TOWN OF AMHERST PLANNING DEPARTMENT

## *Request for Bicentennial Comprehensive Plan Amendment*

***For Official Use***

**File #:** BCPA-2022-02 **Acreage** 5.1 **Fee $** 15.00

**Address Verified by Assessor's Office** _____ VERIFIED BY DATE

**Application Received by Planning Department** 3/21/2022 ACCEPTED BY DATE

**Materials & Fee Paid to Town Clerk** _____ ACCEPTED BY DATE

| | | **Fill In Applicable Fees** |
|---|---|---|
| **COMPREHENSIVE PLAN AMMENDMENT** | **$0*** | _____ |
| **AFFIDAVIT FEE FOR PUBLIC HEARING** | **$15** | $15.00 |

**Fee schedule subject to change by future Town Board action**

**TOTAL FEE:** $15.00

RECEIVED
MAR 21 2022
TOWN OF AMHERST
PLANNING DEPT.

***TO BE COMPLETED BY APPLICANT***

**Petitioner:**

Name: PB Investors, LLC c/o Sean Hopkins, Esq.

Address: 5500 Main Street, Suite 343

Williamsville (City) NY (State) 14221 (Zip Code\)

Phone: 716.510-4338 Fax _____

Email: shopkins@hsmlegal.com

A completed Part 1 of the Full Environmental Assessment Form prepared pursuant to the State Environmental Quality Review Act ("SEQRA") is provided at Exhibit "2". A copy of the Concept Site Plan prepared by Carmina Wood Morris DPC is provided at Exhibit "3" and a full size copy is also attached.



Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

**Owner of Land** (if different than above): 1720 & 1740 Maple Road are owned by PB Investors, LLC

Name: McGuire Acquisitions LLC c/o Michael Blinkoff, Esq.

Address: 501 John James Audubon Parkway, Suite 400

Amherst, NY 14226

City State Zip Code

Phone: 716.332-6104 Fax

E Mail: mblinkoff@blinkoff.com

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

Name: Same as Above.

Address:

City State Zip Code

Phone: Fax

E Mail:

**Petitioner's interest in property**

- ☐ Option to purchase
- ☒ Owner - 1720 and 1740 Maple Road
- ☒ Other (explain) The Petitioner has entered into a contract to purchase 1760 Maple Road.

**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.

**Street address(es) of land subject to Bicentennial Comprehensive Plan Amendment:**

1720, 1740 and 1760 Maple Road

**SBL #(s):** 56.19-1-4.1, 56.19-1-6.1 and 56.19-1-5.11

**INFORMATION ON REQUEST**

1. **The undersigned hereby requests the Honorable Town Board to amend the following text sections of the Bicentennial Comprehensive Plan:**

   **Section(s) #/page(s):** Not Applicable

**Note:** If the requested amendment does not involve a map change, skip #2 and #3.



Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

**2. The undersigned hereby requests the Honorable Town Board to amend the Conceptual Land Use Map (Figure 6) and/or Commercial and Mixed-Use Designations (Figure 6A) as follows:**

**FROM:**

- ☐ Rural Residential
- ☐ Single Family Residential
- ☐ Mixed Residential
- ☐ Medium Residential
- ☐ Commercial/ Mixed Use*
- ☐ Special Use Center
- ■ Commercial-Office
- ☐ Industrial-Office
- ☐ Community Facilities
- ☐ Educational Campus
- ☐ Recreation, Open Space, & Greenways
- ☐ Agriculture
- ☐ Transportation

■ UNDESIGNATED

*Additional Designations in Figure 6-A:

- ☐ Suburban Center
- ☐ Suburban Corridor
- ☐ Traditional Areas

**TO:**

- ☐ Rural Residential
- ☐ Single Family Residential
- ☐ Mixed Residential
- ☐ Medium Residential
- ■ Commercial/ Mixed Use*
- ☐ Special Use Center
- ☐ Commercial-Office
- ☐ Industrial-Office
- ☐ Community Facilities
- ☐ Educational Campus
- ☐ Recreation, Open Space, & Greenways
- ☐ Agriculture
- ☐ Transportation

*Additional Designations in Figure 6A:

- ☐ Suburban Center
- ■ Suburban Corridor
- ☐ Traditional Areas

[Note: Copies of Figures 6 and 6-A of the Comprehensive Plan are attached as Exhibit "7" and "8"]

**3. Other Bicentennial Comprehensive Plan Map Amendments (if applicable):**

Figure # or Name: _____

**4. Information on prospective action (*to be provided in separate attachment*):**

**A.** Description of any prospective action: [See Attached Exhibit "4"]

**B.** Rationale for request of amendment: [See Attached Exhibit "5"]

1. How will the requested amendment to the Bicentennial Comprehensive Plan consistent with *Section 2.2 (Vison Statement)*?
2. How will the requested amendment to the Bicentennial Comprehensive Plan consistent with *Section 2.3 (Key Initiatives)*?

**C.** How is the requested amendment align with the defined policies in Sections; [See Attached Exhibit "6"]

1. *3.0 Land Use and Development?*
2. *4.0 Natural and Cultural Resources?*
3. *5.0 Economic Development?*
4. *6.0 Transportation?*
5. *7.0 Infrastructure?*
6. *8.0 Housing & Neighborhoods?*
7. *9.0 Community Facilities & Services?*



Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

## SECTION 809 CERTIFICATION

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.*

Sean Hopkins, Esq.
Signature of Petitioner

*Subscribed and sworn to before me this* 21st *day of* March, *20* 22

*Notary Public, Erie County, New York* Patricia C. Maynard

[Note: Authorization Letter for 1760 Maple Road attached as Exhibit "1"]

PATRICIA C. MAYNARD
Notary Public, State of New York
Registration No. 01MA6384435
Qualified in Erie County
Commission Expires Dec. 10, 2022

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.



Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

# Exhibit 1 – Authorization Form Signed by Property Owner

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

# AUTHORIZATION

I am counsel for McGuire Acquisitions LLC, the record owner of property located in the Town of Amherst located at 1760 Maple Road (the "Project Site"). McGuire Acquisitions LLC hereby authorizes PB Investors, LLC, its counsel, the law firm of Hopkins Sorgi & McCarthy PLLC, and its engineering firm, Carmina Wood Morris DPC, to seek all required approvals and permits from the Town of Amherst and other involved governmental agencies relative to the its intended use of the Project Site as mixed-use project including but not limited to an amendment of the Town of Amherst Comprehensive Plan, a rezoning of the Project Site from OB to CTR-5, site plan approval from the Planning Board and any required area variances needed from the Zoning Board of Appeals.

Date: March 17, 2022

Michael Blinkoff, Esq.

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

# Exhibit 2 – Part 1 of the Full Environmental Assessment Form Prepared Pursuant to the State Environmental Quality Review Act ("SEQRA") with Attached Page 5[a]

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

*Full Environmental Assessment Form*
*Part 1 - Project and Setting*

Prepared By: Sean Hopkins, Esq.
Hopkins Sorgi & McCarthy PLLC
5500 Main Street, Suite 343
Williamsville, NY 14221
Tel: 716.510-4338
E-mail: shopkins@hsmlegal.com

## Instructions for Completing Part 1

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

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

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

### A. Project and Applicant/Sponsor Information.

| | | |
|---|---|---|
| Name of Action or Project:<br>Proposed Mixed-Use Project | | |
| Project Location (describe, and attach a general location map):<br>1720, 1740 and 1760 Maple Road - Town of Amherst - Erie County | | |
| Brief Description of Proposed Action (include purpose or need):<br>The proposed action consist of a mixed-use project of a four-story mixed-use building with 7,000 sq. ft. of commercial space on the 1st floor and 102 apartments for lease [21 on the 1st floor and 81 upper floor units], two-2 story townhome buildings with attached garages [6 unit and 5 unit buildings], 199 parking spaces [150 surface spaces and 49 garage spaces] and related site improvements. The action includes a request to amend Figures 6 and 6-A of the Comp. Plan and an amendment of the zoning classification of the Project Site from OB and R-3 to DC-5. The proposed action has been defined broadly to include all required discretionary approvals required from the municipal boards of the Town of Amherst and involved agencies as well as all necessary site improvements including the proposed buildings, parking spaces, access onto Maple Road, access aisles, landscaping, lighting, an on-site storm water management system, water and sanitary sewer lines as well as utility connections. Given that the proposed project ("action") 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>PB Investors, LLC, c/o Sean Hopkins, Esq. | Telephone: (716) 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:<br>E-Mail: | |
| Address: | | |
| City/PO: | State: | Zip Code: |
| Property Owner (if not same as sponsor):<br>McGuire Acquisitions LLC c/o Michael Blinkoff, Esq., Blinkoff & Blinkoff, P.C. | Telephone: (716) 332-6104<br>E-Mail: mblinkoff@blinkoff.com | |
| Address:<br>501 John James Audubon Pkwy, Suite 400 | | |
| City/PO: Amherst, NY 14228 | State: NY | Zip Code: 1422 |

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

**B. Government Approvals**

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

| Government Entity | If Yes: Identify Agency and Approval(s) Required | Application Date (Actual or projected) |
|---|---|---|
| a. City Counsel, Town Board, or Village Board of Trustees ☑Yes ☐No | Town Board - Amendment of Comp. Plan and Rezoning | March 21, 2022 |
| b. City, Town or Village Planning Board or Commission ☑Yes ☐No | Planning Board - Site Plan | To be Determined ("TBD") |
| c. City, Town or Village Zoning Board of Appeals ☑Yes ☐No | Zoning Board of Appeals - Area Variances | TBD |
| d. Other local agencies ☑Yes ☐No | Building Department - Building Permits, Eng. Dept. - Stormwater Permit, Possible PILOT - AIDA | TBD |
| e. County agencies ☑Yes ☐No | ECDPW - Highway Work Permit; ECWA - Water | TBD |
| f. Regional agencies ☐Yes ☑No | | |
| g. State agencies ☑Yes ☐No | NYSDEC - SPDES and DSCA | TBD |
| h. Federal agencies ☐Yes ☑No | | |

i. Coastal Resources.
*i.* Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes ☑No

*ii.* Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes ☑No

*iii.* Is the project site within a Coastal Erosion Hazard Area? ☐Yes ☑No

**C. Planning and Zoning**

**C.1. Planning and zoning actions.**

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

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

**C.2. Adopted land use plans.**

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

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? [The Project Sponsor is seeking an amendment of the adopted 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):

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

**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?
Office Building District ("OB") [1760 Maple Road] and Residential District Three ("R-3") [1720 and 1740 Maple Road]

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? DC5 Deep Corridor 5 ("DC-5")

**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 parks in the Town that will be accessible to the future residents of the mixed-use 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)? Mixed-Use Project

b. a. Total acreage of the site of the proposed action? 5.1 acres
b. Total acreage to be physically disturbed? 4.5 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 5.1 acres

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

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

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

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

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 | | | | 113 |
| At completion of all phases | | | | |

g. Does the proposed action include new non-residential construction (including expansions)? ☑ Yes ☐ No
If Yes,
*i.* Total number of structures 1 [one mixed-use building that includes 1st floor commercial space]
*ii.* Dimensions (in feet) of largest proposed structure: 55' height; 170' width; and 400' length
*iii.* Approximate extent of building space to be heated or cooled: 7,000 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:
*iii.* If other than water, identify the type of impounded/contained liquids and their source.
Stormwater runoff from impervious surfaces on the Project Site.
*iv.* Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: .5 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):
Excavation and does not constitute a regulated dam.

**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):

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

*ii.* Describe how the proposed acti... would affect that waterbody or wetland, e.g. exca...ion, 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: 26,510 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 Consolidated Water District
- 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: 26,510 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
- Name of district: Town of Amherst Consolidated Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No

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

If Yes:

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

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

If Yes:

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

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

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

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

If Yes:

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

_____ Square feet or 2.5 acres (impervious surface)

_____ Square feet or 5.1 acres (parcel size)

*ii.* Describe types of new point sources. Runoff from impervious surfaces including parking lots, access aisles, parking spaces and roofs.

*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)?

On-site stormwater management system and then into on-site ditch.

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

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

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

If Yes, identify:

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

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

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

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

If Yes:

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

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

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

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

If Yes:

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

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

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

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

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? [Traffic Impact Study to be prepared by SRF Associates and will be submitted upon completion.] ☐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:
To be determined [relatively small annual demand for the proposed 7,000 sq. ft. of 1st floor commercial space.]

*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: 7:00 a.m. to 5:00 p.m.
- Sunday: As needed
- Holidays: Not applicable

*ii.* During Operations:
- Monday - Friday: TBD - Commercial Tenants
- Saturday: TBD
- Sunday: TBD
- Holidays: TBD

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

If yes:

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

There will be temporary and unavoidable short-term noise impacts resulting from the use of construction equipment during the construction of the proposed project.

*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 on-site lighting pursuant to the lighting standards contained in the Zoning Code. Lighting will be directed onto the Project Site and the Project Sponsor will be required to submit a Photometric Plan in connection with the future Site Plan review process for the project.

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

Describe: _____

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

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

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

If Yes:

*i.* Product(s) to be stored _____

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

*iii.* Generally, describe the proposed storage facilities: _____

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

If Yes:

*i.* Describe proposed treatment(s):

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

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

If Yes:

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

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

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

- Construction: _____
- Operation: _____

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

- Construction: _____
- Operation: _____

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

If Yes:

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

*ii.* Anticipated rate of disposal/processing:

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

*iii.* If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

## E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

☐ Urban ☐ Industrial ☑ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☑ Other (specify): Senior Housing [zoned MFR-7]

*ii.* If mix of uses, generally describe:

Mixture of uses in the vicinity of the Project Site including commercial uses [retail and offices], multifamily uses and residential uses.

b. Land uses and covertypes on the project site.

| Land use or Covertype | Current Acreage | Acreage After Project Completion | Change (Acres +/-) |
|---|---|---|---|
| • Roads, buildings, and other paved or impervious surfaces | .6 | 2.5 | 1.9 |
| • Forested | 0 | 0 | 0 |
| • Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural) | 4.5 | 0 | (4.5) |
| • 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 | 0 | 0 |
| • Non-vegetated (bare rock, earth or fill) | 0 | 0 | 0 |
| • Other Describe: Yard and Landscaping | 0 | 2.6 | 2.6 |

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c. Is the project site presently used by members of the community for public recreation? ☐Yes ☑No
*i.* If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐Yes ☐No
If Yes,
*i.* Identify Facilities:
Millard Filmore Hospital and St. Gregory the Great Church.

e. Does the project site contain an existing dam? ☐Yes ☑No
If Yes:
*i.* Dimensions of the dam and impoundment:
- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

*ii.* Dam's existing hazard classification: _____
*iii.* Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes ☑No
If Yes:
*i.* Has the facility been formally closed? ☐Yes ☐No
- If yes, cite sources/documentation: _____

*ii.* Describe the location of the project site relative to the boundaries of the solid waste management facility:

*iii.* Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes ☑No
If Yes:
*i.* Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes ☑No
If Yes:
*i.* Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes ☐No
☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____
☐ Neither database

*ii.* If site has been subject of RCRA corrective activities, describe control measures: _____

*iii.* Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes ☑No
If yes, provide DEC ID number(s): _____

*iv.* If yes to (i), (ii) or (iii) above, describe current status of site(s):

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*v.* Is the project site subject to an ii. .utional 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:

| | |
|---|---|
| Odessa Silt Loam | 72 % |
| Wayland Soil Complex | 24 % |
| Claverack Loamy Fine Sand | 4 % |

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: 4 % of site
☐ Moderately Well Drained: ____% of site
☑ Poorly Drained 96 % 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.

[Note: There are not any wetlands located on the Project Site. The majority of the Project Site has previously been disturbed.]

*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 _____
- 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:Ransom Creek, Lower, and tribs – Pathogens;D.O./Oxygen Demand – Recreation;Aquatic Life

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

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

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

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

*i.* Name of aquifer: _____

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

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

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

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

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

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

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

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

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

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

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

If Yes:

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

*ii.* Name: _____

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

_____

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

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

If Yes:

*i.* Describe possible resource(s): _____

*ii.* Basis for identification: _____

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

If Yes:

*i.* Identify resource: _____

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

*iii.* Distance between project and resource: _____ miles.

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

If Yes:

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

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

**F. Additional Information**

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

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

**G. Verification**

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

Applicant/Sponsor Name PB Investors, LLC Date March 21, 2022

Signature _____ Title Counsel for Project Sponsor

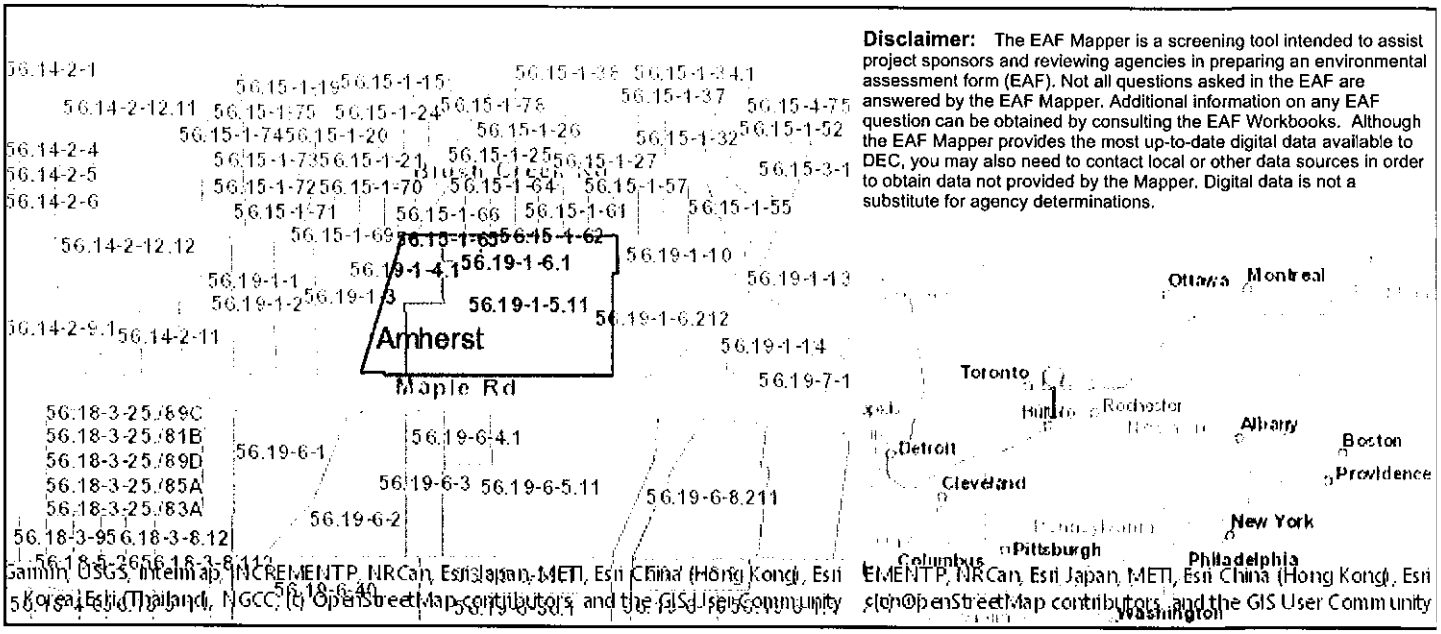
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# EAF Mapper Summary Report

Saturday, February 12, 2022 3:21 PM




**Disclaimer:** The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

| | |
|---|---|
| B.i.i [Coastal or Waterfront Area] | No |
| B.i.ii [Local Waterfront Revitalization Area] | No |
| C.2.b. [Special Planning District] | Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook. |
| C.2.b. [Special Planning District - Name] | NYS Heritage Areas:West Erie Canal Corridor |
| E.1.h [DEC Spills or Remediation Site - Potential Contamination History] | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.1.h.i [DEC Spills or Remediation Site - Listed] | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database] | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.1.h.iii [Within 2,000' of DEC Remediation Site] | No |
| E.2.g [Unique Geologic Features] | No |
| E.2.h.i [Surface Water Features] | Yes |
| E.2.h.ii [Surface Water Features] | Yes |
| E.2.h.iii [Surface Water Features] | Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook. |
| E.2.h.iv [Surface Water Features - 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:Ransom Creek, Lower, and tribs – Pathogens;D.O./Oxygen Demand – Recreation;Aquatic Life |
| E.2.i. [Floodway] | No |
| E.2.j. [100 Year Floodplain] | No |
| E.2.k. [500 Year Floodplain] | No |

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| | |
|---|---|
| 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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**Proposed Mixed-Use Project**
**1720, 1740 and 1760 Maple Road**
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 |
|---|---|---|---|---|---|
| Odessa Silt Loam | Severe | Severe | Severe | Severe | Moderate |
| Wayland Soil Complex | Severe | Severe | Severe | Severe | Severe |
| Claverack Loamy Fine Sand | Moderate | Moderate | Moderate | 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).

   X Geotechnical report attached ___ Not applicable

   [Note: Three copies of the Geotechnical Report prepared by Barron & Assoicates dated January 9, 2009 have bene submitted to the Planing Department.]

3. Is your property located: On Youngs Road between Dodge and Klein Roads? ☐ Yes x No
   On Wehrle Dr. between Spindrift Dr. and Oakwood Rd? ☐ Yes x 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 x 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: Not Applicable.

   *(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 114
   Source: ITE Trip Generation Report [Weekday PM Peak Hour]

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:
    26,510 gpd average flow 106,400 gpd peak flow.

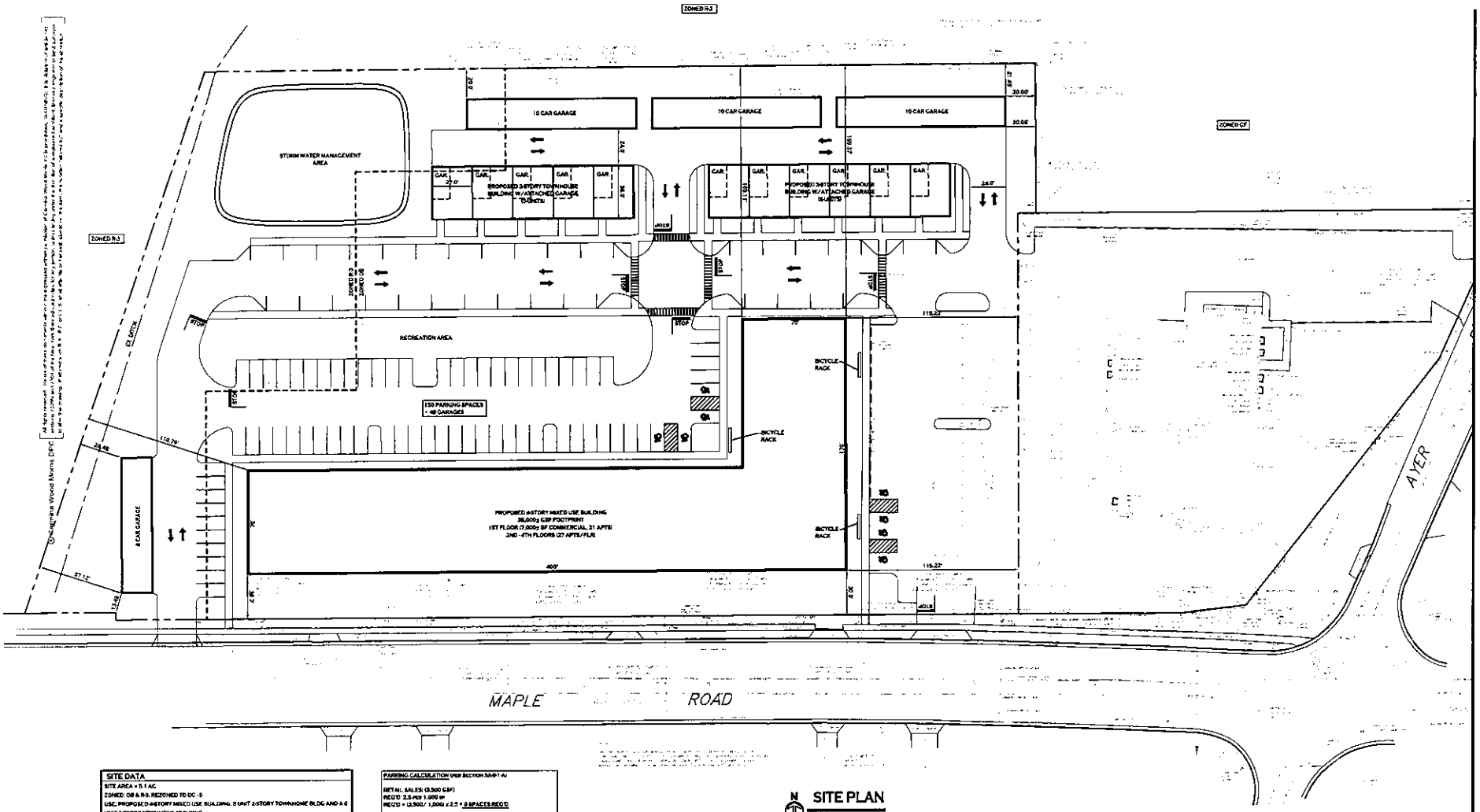
    *(Average flows of 2,500 gpd or greater will require an Engineer's Report that includes a detailed downstream sewer capacity analysis and the identification of and commitment to required I/I offset work during peak wastewater flow conditions.)*

11. Based on the Town's *2011 Reconnaissance Level Survey of Historic Resources,* is your property 'blue-rated' for historic significance? ☐ Yes ☒ No

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

# Exhibit 3 – Reduced Size Copy of the Concept Site Plan [Drawing C-100] for the Proposed Mixed-Use Project as Prepared by Carmina Wood Morris DPC [Note: Full Size Copy of the Concept Site Plan is also attached]

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)




| SITE DATA | | |
|---|---|---|
| SITE AREA = 5.1 AC | | |
| ZONED: OR & R-3. REZONED TO DC - 5 | | |
| USE: PROPOSED 4-STORY MIXED USE BUILDING, 5 UNIT 2-STORY TOWNHOME BLDG AND A 4 UNIT 3-STORY TOWNHOME BUILDING | | |
| SETBACKS - BUILDING | REQUIRED | PROVIDED |
| FRONT | 5 FT | 30.0' MIN |
| SIDE (3 STORIES / > 3 STORIES) | 30 FT / 60 FT | N/A / 110.79' MIN. |
| REAR (3 STORIES / > 3 STORIES) | 30 FT / 60 FT | N/A / 166.11' MIN |
| ACCESSORY STRUCT. | 20 FT | 20 FT MIN. |
| SETBACKS - PARKING | | |
| FRONT | 10 FT | > 10 FT |
| SIDE | N/A | 27.66' MIN. |
| REAR | N/A | 44.93' MIN. |
| TOTAL VEHICLE SPACES | 139 | 150 + 48 GAR. |
| BICYCLE | 23 | 25 |
| ELECTRIC VEHICLE STATION | 16 | 20* |
| GREENSPACE | | |
| INTERIOR PARKING GREEN/SPACE: | 5% (0.xx AC) | x.x% (0.xx AC) |
| OVERALL: | N/A | xx.x% (0.xx AC) |
| MAX. BUILDING HEIGHT | 3 stories / 75' | 4 stories / 50' |
| OUTDOOR AMENITY SPACE | 5% (0.26 AC) | 5% (0.26 AC) |

* VARIANCE REQUIRED

PARKING CALCULATION (per Section 5A-9-1-A)

RETAIL SALES: (3,500 GSF)
REQ'D: 2.5 min / 1,000 sf
REQ'D = (3,500 / 1,000) x 2.5 = 9 SPACES REQ'D

OFFICE: (3,500 GSF)
REQ'D: 2.5 min / 1,000 sf
REQ'D = (3,500 / 1,000) x 2.5 = 9 SPACES REQ'D

APARTMENTS/TOWNHOMES:
REQ'D: 1 SPACE PER 2-BDRM UNIT = 1.2 (96 UNITS = 96 SPACES
1.5 SPACE PER 3-BDRM UNIT = 1.5 x 15 UNITS = 23 SPACES
REQ'D = 119 SPACES REQ'D

TOTAL PARKING SPACES REQUIRED = 139 SPACES

BICYCLE CALCULATION (per Section 5A-9-1-A)

RESIDENTIAL:
REQ'D: 0.8 PER UNIT (20 MAX.)
REQ'D = 0.8 x 113 = 87 THEREFORE 20 SPACES REQ'D

COMMERCIAL:
REQ'D: 1 SPACE PER 3,000 sf
REQ'D = 7,000 / 3,000 = 3 SPACES REQ'D

TOTAL BICYCLE SPACES REQUIRED = 23 SPACES

ELECTRIC VEHICLE CALCULATION (per Section 5A-9-1-D)

10% OF TOTAL PARKING = 162 x 0.1 = 16 SPACES REQ'D.

N SITE PLAN
SCALE: 1"=30'

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS. CARMINA WOOD MORRIS, D.P.C. ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30' 30 0 30 60FT.

Carmina Wood Morris DPC

Carmina Wood Morris DPC
487 Main Street Suite 610
Buffalo, New York 14203
P: 716.842.3446
F: 716.842.0263

REVISIONS:
No. Description Date

PROJECT NAME:
Site Development Plans for:
Pro. Mixed-use Development
1720, 1740 & 1760 Maple Road
Town of Amherst, New York

Date: 7/1/22
Drawn by: C. Wood
Scale: As Noted

DRAWING NAME:
Concept Site Plan

DRAWING NO.
C-100

Project no.: 20.xxx





Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

# Exhibit 4 – Responses to Questions in Section 4A of the of the Bicentennial Comprehensive Plan Application

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

# EXHIBIT 4

## RESPONSES TO QUESTION IN SECTION 4A OF BICENTENNIAL COMPREHENSIVE PLAN APPLICATION

Section 4A of the BCPA Application requests that information be provided regarding the description of any prospective action. The Project Sponsor is seeking to develop the parcels at 1720, 1740 and 1760 Maple Road (collectively the "Project Site") as a mixed-use project based on the DC-5 Deep Corridor ("DC-5") zoning classification. The proposed mixed-use project of a four-story mixed-use building with 7,000 sq. ft. of commercial space on the 1st floor and 102 apartments for lease [21 apartments on the 1st floor and 81 upper floor apartments], two-2 story townhome buildings with attached garages [6 unit and 5 unit buildings], 199 parking spaces [150 surface spaces and 49 garage spaces] and related site improvements.[1] A full-size copy of the Concept Site Plan [Drawing C-100] prepared by Carmina Wood Morris DPC is attached and a reduced size copy is also attached as **Exhibit "3"**. A conceptual color building rendering for the proposed four-story mixed-use building to be located along the Maple Road frontage of the Project Site is attached as **Exhibit "9"**.

The proposed mixed-use project requires Figure 6 [titled "Conceptual Land Use Plan"] and Figure 6-A [titled "Commercial and Mixed-Use Designations"] of the Comprehensive Plan to be amended. Copies of Figure 6 and 6-A of the Comprehensive Plan are attached as **Exhibit "7"** and **Exhibit "8"**. Figure 6 of the Comprehensive Plan designates the Project Site as appropriate for

[1] A completed Part of the Full Environmental Assessment Form prepared pursuant to the State Environmental Quality Review Act with Page 5[a] is provided at **Exhibit "2".**



Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

"Commercial Office" use.[2] The Project Sponsor is requesting that the designation be amended to "Commercial/Mixed Use". The Project Site is not designated as appropriate for a commercial or mixed-use designation on Figure 6-A of the Comprehensive Plan. The Project Sponsor is requesting that the Project Site be designated as "Suburban Corridor" on Figure 6-A of the Comprehensive Plan.

Page 3-43 of the Comprehensive Plan sets forth the process for establishing a mixed-use project at a location not designated for such use on Figure 6-A of the Comprehensive Plan and the relevant language states as follows:

> **Expansion of Existing Centers**
> The Town's commercial and mixed-use centers are generally well established; many of the residential neighborhoods have developed around these areas. Expansion and encroachment of commercial land uses into neighborhoods or extension along roadways should rarely occur. Amherst has adequate commercial and mixed-use zoning in place to accommodate anticipated future demand without expanding the amount of land zoned for these purposes. As commercial market demands are changing it may be appropriate to expand mixed-use development with land currently zoned for office or multi-family purposes where such land abuts an existing center or is substantial enough to function as a center itself.
>
> If additional land area is added to commercial and mixed-use centers in the future, the maps in this section must be amended by the Town Board prior to rezoning the property. This will allow for a community conversation about the proposed expansion of centers before any detailed conversation and design of specific development takes place. *(Amended 12-11-17; BCPA-2017-01)*

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[2] Pages 3-29 and 3-30 of the Comprehensive Plan states "The Conceptual Land Plan is neither a zoning map nor is it meant to show the existing or proposed use of individual parcels of land. It is not meant to dictate land use, nor is it meant to show any phasing or timing of development. The Plan is intended to communicate the overall direction and concept of future development. While it is intended to present a composite picture of the Town at full development, the Plan is designed to be flexible, to show relationships, to provide a generalized guide for future development, and establish a context for detailed area planning and design. Over time the Plan may be amended by the Town Board to reflect changes in social, economic, and cultural trends, so that it remains a relevant guide to community development.



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**New Centers**
Based on the pattern of existing commercial and mixed-use centers, there is little reason to designate new commercial or mixed-use centers in Amherst. If a new commercial or mixed-use center is desired in the future, map figures 6 and 6A in this section must be amended by the Town Board prior to applying new zoning to the property. This should only occur after thoughtful consideration. *(Amended 12-11-17; BCPA-2017-01)*

In connection with the requested amendment of Figures 6 and 6-A of the Comprehensive Plan, the Project Sponsor is requesting that appropriate consideration be given to the history of the parcel at 1760 Maple Road, which is currently zoned Office Building District ("OB"). The Planning Board approved a Site Plan for the development of 1760 Maple Road as a 45,000 sq. ft. office building [at that time a portion of 1750-1800 Maple Road] on February 10, 2020. At that time, there was substantially greater demand for office space in the Town than the current demand. The current owner of the Project Site was unable to find a tenant or tenants for the originally approved project consisting of office space and as such it is it likely that in the absence of the Project Site being developed for a different land use category, the Project Site will remain vacant for the foreseeable future.

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

# Exhibit 5 – Responses to Questions in Section 4B of the of the Bicentennial Comprehensive Plan Application

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

# EXHIBIT 5

## RESPONSES TO QUESTIONS IN SECTION 4B OF BICENTENNIAL COMPREHENSIVE PLAN APPLICATION

Section 4B of the BCPA Application requests that information be provided in support of the rationale for a requested Comprehensive Plan Amendment in the context of the following two (2) questions:

1. **How will the requested amendment to the Bicentennial Comprehensive Plan be consistent with *Section 2.2 (Vison Statement)*?**

2. **How will the requested amendment to the Bicentennial Comprehensive Plan be consistent with *Section 2.3 (Key Initiatives)*?**

Section 2.2 of the Comprehensive Plan is titled "Vision Statement" and states that the Town is renowned for an exceptional quality of life that derives from three fundamental attributes:

- **Livability:** Our healthy neighborhoods, outstanding public facilities and services, and active community life make Amherst an exceptional place to live and raise a family.

- **Community Character:** We wisely manage growth to preserve natural and historic resources, maintain green space throughout the community, and revitalize older neighborhoods and commercial corridors while accommodating quality new development.

- **Shared Direction:** As partners in the renewed prosperity of the Buffalo-Niagara region, we work together with neighboring communities and institutions and balance our multiple roles as a premier residential community and a complementary regional center of economic, cultural, and educational activity.

Section 2.2 of the Comprehensive Plan states that the Town's Vision of the Future is defined the Town's quality of life based on the following valued **characteristics of community:**

**LIVABILITY**

- Our **livable neighborhoods** offer a range of lifestyle and housing choices in urban, suburban, and rural settings.

- Pedestrian-friendly, interconnected, mixed-use **development patterns** provide citizens with convenient access to services and facilities and encourage walking, biking, and use of public transportation as alternatives to automobile trips.



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- A safe, functionally efficient, and well-maintained **transportation system** provides choices for citizens through interconnected roadways, sidewalks, bike lanes, multi-use and natural trails, and transit options.

- The **community facilities and services** offered by the Town and other providers such as accessible parks and recreational programs, outstanding public schools, and public safety services that help maintain our reputation as one of the safest communities in America, are an integral part of our exceptional quality of life.

- Our active **community life** – culture and entertainment, sports and recreation, programs for people of all ages, and other activities, events, and places for people to gather – provides opportunities for all citizens to participate and enjoy shared experiences.

## COMMUNITY CHARACTER

- Vibrant **older neighborhoods,** such as Eggertsville, Snyder, Swormville, Getzville, and Williamsville, and the **commercial areas** serving them are revitalized and attract continuing investment.

- We protect and preserve valued **open spaces** and **natural and scenic resources** throughout the community.

- We respect our **history and heritage** by preserving historic resources and by remembering and interpreting Amherst's history for future generations.

- We maintain a clean, **healthy environment** by dedicating resources to protect against noise, light, air, and water pollution.

- We set high standards for the **quality of development and redevelopment** to complement our established community character.

- The **visual character** of the Town is enhanced by landscaping, protection of woodlands and tree canopy, and careful attention to the design of roadways, scenic corridors, and public places.

## SHARED DIRECTION

- The Town takes a leadership role in promoting **intergovernmental cooperation** and in pursuing partnership initiatives to address issues shared with our neighboring communities.

- Our healthy, **diverse economy** provides a strong tax base and good job opportunities, contributing to the retention of our talented youth and attracting others to live, work, and invest in our community.

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- In **carefully managing growth**, we **balance** the benefits of economic development with the need to maintain livability and preserve community character.

- The Town, together with the **University at Buffalo and other educational institutions**, work together to address issues of common concern, such as retaining young people in the community, diversifying the economy, and strengthening neighborhoods around the campuses.

- **Town government** exercises leadership, responds to the concerns of citizens, and challenges them to become positively involved in community affairs.

The requested Comprehensive Plan Amendment to accommodate the proposed mixed-use project is consistent with the Town's Vision of the Future since it will offer a range of housing choices in a suburban setting in a mixed-use environment. The proposed mixed-use project will not result in any impacts to important environmental resources and will also be consistent with the Design Standards the Town has established to encourage development that will enhance the Town's community character. The proposed mixed-use project will also enhance the visual character of the Project Site by providing extensive landscaping on the vacant site that does not contain any landscaping along the Maple Road frontage.

The mixed-use project will also contribute to the Town's strong tax base without the need for any public infrastructure improvements since the Project Site represents an infill site with access to public infrastructure including Maple Road and the surrounding roadway network, sanitary sewer infrastructure, etc.

Section 2.3 of the Comprehensive Plan is titled "Key Initiatives". It states that there are four (4) Key Initiatives proposed to provide a focus for the Town's efforts to achieve the Vision Statement. These initiatives represent areas in which the Town will "raise the bar" in order to move towards a position of excellence consistent with the Vision.

- ***Aesthetic/Community Character:*** To be renowned for the beauty, character, and environmental quality of the Town – its parks, greenways, tree canopy, and protected open space; a diverse environment, including areas with rural character; walkable,

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

livable neighborhoods; and high aesthetic standards for commercial development. Examples of Comprehensive Plan policies that will support this initiative include:

3-5 Apply design standards to enhance community character and sense of place

3-6/6-1 Designate "special character roads" as scenic corridors and apply design standards to maintain their appearance

3-13 Designate a town-wide open space and greenway network to be achieved through a variety of mechanisms

4-11 Implement a "Greening Amherst" planting initiative consistent with a program to manage the "Town Landscape"

- ***Education:*** To become known as a leading national "knowledge-based" community that has set high standards for public education and fully integrated a major university into the life of the community. Areas of potential focus include economic development, sports and culture, information and research-based technologies, and life-long learning initiatives. The following Comprehensive Plan policies will support this initiative:

5-4 Work with educational institutions on lifelong learning and other programs to train, attract, and retain a skilled workforce

5-7 Work with UB to create mixed-use activity centers around the periphery of the campuses

5-8 Work with UB to promote more educational, social, and cultural ties to the Town and to reinforce the role of both campuses as activity centers.

5-9 Establish an ongoing, collaborative planning structure with UB

- ***Revitalization:*** To become a model for effective reinvestment and revitalization of older neighborhoods and commercial areas, though creative use of investment incentives targeted toward revitalization and reduced pressure for the development of raw land at the suburban-rural fringe. Examples of relevant Comprehensive Plan policies include:

3-8 Provide tax incentives for reinvestment, revitalization, and redevelopment of commercial properties and housing in older areas with significantly less emphasis on new "greenfield" development

3-9 Rezone and/or provide incentives for reuse of underutilized/ obsolescent land for economically viable uses

3-10 Tailor commercial zoning districts to the unique physical characteristics of older commercial areas in need of revitalization

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8-7 Initiate a neighborhood revitalization program to promote revitalization of designated neighborhoods through measures such as code enforcement, capital improvements, and design standards

- ***Governance:*** To exercise leadership at the local and regional levels by:
  - Retaining the Town's reputation for excellent services and facilities while ensuring fiscal balance
  - Establishing a framework for managing development that promotes predictability, fairness, and quality and eliminates conflicts over development decisions

Examples of relevant Comprehensive Plan policies include:

3-16 Improve the predictability and consistency of the zoning and other development approval processes through the application of clear town- wide land use policies

3-17 Set clear standards for development quality to increase the level of certainty in the development review and approval process

9-1 Establish an on-going system to identify and prioritize community facility and service needs

9-8 Reconcile needs for community facilities and services with the fiscal capacity of the Town through the capital programming process

The requested Comprehensive Plan Amendment to accommodate the proposed mixed-use project is consistent with the applicable Key Initiatives as listed above including "Aesthetic/Community Character" since it will enhance the visual character of the Project Site and will be generally consistent with the Town's Design Standards for mixed-use projects that encourage the creation of a sense of place. The mixed-use project is consistent with the "Revitalization" Key Initiative since the Project Site represents an infill location serviced by existing public infrastructure as opposed to a "greenfield" development. The requested rezoning of the Project Site from OB to DC-5 is consistent of the policy referenced on Page 2-6 of the Comprehensive Plan of rezoning sites that are underutilized.

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# Exhibit 6 – Responses to Questions in Section 4C of the of the Bicentennial Comprehensive Plan Application

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# EXHIBIT 6

## RESPONSES TO QUESTIONS IN SECTION 4C OF BICENTENNIAL COMPREHENSIVE PLAN APPLICATION

Section 4C of the BCPA Application requests that information be provided regarding the reasons the Comprehensive Plan Amendment aligns with the defined policies in Sections 3-9 of the Comprehensive Plan. As described in Exhibit "4" of this Application, the Project Sponsor is seeking to develop the parcels at 1720, 1740 and 1760 Maple Road (collectively the "Project Site") as a mixed-use project based on the DC-5 Deep Corridor ("DC-5") zoning classification. The Project Site is currently zoned Office Building District ("OB").

The proposed mixed-use project consists of a four-story mixed-use building with 7,000 sq. ft. of commercial space on the 1st floor and 102 apartments for lease [21 apartments the 1st floor and 81 upper floor apartments], two-2 story townhome buildings with attached garages [6 unit and 5 unit buildings], 199 parking spaces [150 surface spaces and 49 garage spaces] and related site improvements. A full-size copy of the Concept Site Plan [Drawing C-100] prepared by Carmina Wood Morris DPC is attached and a reduced-size copy is also attached as **Exhibit "3"**. A conceptual color building rendering for the proposed four-story mixed-use building to be located along the Maple Road frontage of the Project Site is attached as **Exhibit "9"**.

The proposed mixed-use project requires both Figure 6 [titled "Conceptual Land Use Plan"] and Figure 6-A [titled "Commercial and Mixed-Use Designations"] of the Comprehensive Plan to be amended. Copies of Figure 6 and 6-A of the Comprehensive Plan are attached as **Exhibit "7"** and **Exhibit "8"**. Figure 6 of the Comprehensive Plan designates the Project Site as appropriate for "Commercial Office" use. The Project Sponsor is requesting that the designation of the Project Site be amended to "Commercial/Mixed Use". The Project Site is not designated as

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appropriate for a commercial or mixed-use designation on Figure 6-A of the Comprehensive Plan. The Project Sponsor is requesting that the Project Site be designated as "Suburban Corridor".

## I. CONSISTENCY WITH POLICIES IN SECTION 3 OF THE COMPREHENSIVE PLAN (TITLED "LAND USE AND DEVELOPMENT"):

Section 3 of the Comprehensive Plan is titled "Land Use and Development" and according to Section 3.2 the Goal is "An interconnected mix of land uses that includes revitalized older neighborhoods and commercial centers and corridors, quality new development, vibrant activity centers, agriculture, and green spaces throughout the community."[1] The six (6) Objectives for "Land Use and Development" as set forth in Section 3 of the Comprehensive Plan are as follows:

- **Promote the development/revitalization of walkable higher density, mixed-use centers surrounded by lower density development;**
- **Implement context-sensitive zoning and incentives to improve the quality and appearance of non-residential development;**
- **Encourage revitalization and reinvestment in older neighborhoods and commercial corridors in Amherst;**
- **Target capital improvements to leverage private investment and enhance community appearance;**
- **Establish a town-wide network of parks, open spaces, and greenway corridors; and**
- **Improve the predictability and consistency of the development review and decision-making process**[2]

[1] See Page 3-4 of the Comprehensive Plan.

[2] See Page 3-4 of the Comprehensive Plan.



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**POLICIES:**

**A. Development Patterns:**

According to the language on Page 3-4, "[T]he Comprehensive Plan land use policies should guide the distribution of development, but are not intended to alter the amount of development in Amherst. The Plan is a tool to redistribute densities to appropriate locations while maintaining lower density development in the surrounding areas. This will result in more sustainable land use patterns that help to implement objectives such as promoting pedestrian-friendly development; preserving open space; and establishing centers of community activity."

**3-1 Expand provisions and incentives for mixed-use development of commercial centers.**

The proposed Comprehensive Plan Amendment to accommodate a mixed-use project is consistent with Policy 3-1 since it will result in a mixed-use project at a location in close proximity to an assortment of existing land uses including Millard Fillmore Suburban Hospital and other medical uses, a retail plaza, senior housing, etc. The conceptual layout of the mixed-use project as depicted on the Concept Site Plan [Drawing C-100] is based on the appropriate consideration of the Design Standards contained in Section 5A of the Zoning Code as adopted by the Town Board on September 3, 2019. Page 3-5 of the Comprehensive Plan states that the following strategies can be used to achieve mixed use development:

- **Provide a focus for new development and revitalization in the Town, consistent with protecting the character of adjacent residential areas; and**
- **Enhance the viability of surrounding neighborhoods by providing identifiable centers of community activities such as shopping, work, recreation, and meetings**

The proposed mixed-use project is consistent with the above two strategies since it will assist the Town in its continued efforts to encourage mixed-use projects at infill locations in proximity to a mixture of existing land uses. Additionally, the proposed mixed-use project is

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consistent with many of the advantages of mixed-use forms of development set forth on Pages 3-5 to 3-7 of the Comprehensive Plan including the following:

- **To provide added economic incentive and flexibility for revitalization of aging and obsolescent commercial areas**
- **To provide additional housing opportunities and choices, including higher density and affordable housing in appropriate areas**
- **To provide a more compact livable and walkable alternative to the prevalent pattern of commercial strip development and separated uses**
- **To provide a focus for new development, infill, and redevelopment of commercial centers, as opposed to furthering strip commercial development along corridors such as Main Street, Sheridan Drive, Maple Road, North French Road, and Millersport Highway**
- **To promote development that supports pedestrian and bicycle travel as well as transit use, thereby reducing auto usage and resulting roadway congestion and air pollution**
- **To encourage higher density centers of activity that exhibit high-quality design and a sense of place**
- **Mix of uses**[3]
- **Connectivity and integration of uses**
- **Urban design amenities**[4]
- **Active street frontage**

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[3] The text on Page 3-7 of the Comprehensive Plan states: "It should be noted that certain types of use mixes offer little or no benefit and may exacerbate land use conflicts and traffic congestion. These may include, for example, disconnected out parcels for gas stations, fast food, or other forms of strip commercial development. Because such uses emphasize vehicular access, their use in a mixed-use development should be discouraged." The proposed mixed-use project does not represent a discouraged form of a mixture of uses.

[4] The text on Page 3-7 of the Comprehensive Plan states that mixed-use projects should include a variety of urban design amenities, such as sidewalks, landscaping, and public spaces that are used to create recognizable, pedestrian-friendly activity centers with a sense of place.



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- **Compactness**[5]
- **Convenient vehicular and pedestrian/bicycle access from surrounding neighborhoods.**
- **Modified parking layout**[6]

**3-2 Encourage compact, pedestrian-friendly development through Planned Residential options, including but not limited to neo-traditional design.**

Policy 3-2 does not apply to the Comprehensive Plan Amendment since the Project Sponsor is not seeking to develop the Project Site based a Planned Residential District (PRD) option as described on Pages 3-7 and 3-8 of the Comprehensive Plan.

**3-3 Modify provisions of the Suburban Agricultural District to reduce conversions of rural to suburban development patterns.**

Policy 3-3 does not apply to the Comprehensive Plan Amendment since the Project Site is not zoned Suburban Agricultural District.

**3-4 Reduce future new commercial development in North Amherst and along highway strips.**

Policy 3-4 does not apply to the Comprehensive Plan Amendment since the Project Site is not located in the portion of the Town to the north of North French Road as described on Page 3-10 of the Comprehensive Plan.

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[5] The text on Page 3-7 of the Comprehensive Plan states, "Mixed-use developments are typically denser than suburban-style and strip commercial development. Such compactness contributes to the walkability of the development."

[6] The text on Page 3-7 of the Comprehensive Plan states as follows: "In order to achieve a walkable, integrated development with an active street frontage, parking must be carefully designed. Parking is typically ancillary to the development, located behind or to the sides of buildings, with clearly defined pedestrian walkways that link parking to nearby buildings." The proposed mixed-use project has been designed to provide parking behind the proposed mixed-use building along the Maple Road portion of the Project Site.



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**B. Development Character:**

**3-5 Employ design standards to enhance community appearance and a strong identity and character.**

Policy 3-5 states "[T]hat Design standards are effective tools to guide and shape new development and revitalization initiatives and are important in addressing such issues as impacts on the visual character of public roadways and on adjacent residential areas."[7] The text accompanying Policy 3-5 states that Design standards should address the following nine "Development Considerations":

- Landscaping and lighting;
- Screening of visually obtrusive elements;
- Placement of building and parking areas;
- Use and placement of land use transitions;
- General building design;
- Scale;
- Access and connectivity;
- Public safety; and
- Signage

The proposed mixed-use project will be consistent with the above list of "Development Considerations" and will include extensive landscaping as well as screening and the on-site lighting will comply with the Town lighting standards. A Landscape Plan and Photometric Plan will both need to be approved in connection with a future request for Site Plan Approval from the Planning Board for the proposed mixed-use project.

[7] See Page 3-10 of the Comprehensive Plan.



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The layout of the proposed mixed-use project as depicted on the Concept Site Plan [Drawing C-100] is suitable in terms of the design and placement of land-use transitions since the higher density portion of the mixed-use project consisting of a four-story building will be located on the Maple Road frontage with a transition to two-story townhomes with attached garages and single-story garages on the rear portion of the Project Site that is contiguous with the rear lots of residential uses on the south side of Brush Creek Road.[8] Additionally, the layout of the mixed-use project will include new buildings that will be consistent with the Town's Design Standards for mixed-use projects and the project will require a review and recommendation from the Design Advisory Board. The mixed-use project is consistent with the language regarding "Streetscape, access and connectivity" on Pages 3-11 and 3-12 of the Comprehensive Plan since there will one new curb cut onto Maple Road, which is an Erie County Highway and there will be an internal vehicular connection to the developed parcel directly east of the Project Site.[9] While the signage for the proposed mixed-use project has not yet been designed, the signage consistent with the

[8] The relevant text on Page 3-11 of the Comprehensive Plan states, "Many of Amherst's commercial and mixed-use areas are directly adjacent to residential areas with varying distances between them. When dissimilar land uses are located adjacent to one another undesirable impacts may result. These impacts can be mitigated through thoughtful design and purposeful placement of transitional space, landscaping, and screening. Guidelines for providing effective transitions should be included in the Town Zoning Code *(Amended 12-11-17; BCPA-2017-01).*

[9] The relevant text on Pages 3-11 and 3-12 of the Comprehensive Plan states, "The Town's Context-Sensitive Highway Design Report provides guidance on issues such as street geometry, sidewalks and bicycle use, and streetscape elements such as trees, lighting, and other aesthetic elements. Access and connectivity considerations include limiting the number of curb cuts, providing vehicular/pedestrian connections."

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architectural style and scale of buildings and be an integral component of the proposed mixed-use building along the Maple Road frontage of the Project Site.[10]

**3-6 Apply context-sensitive design standards to designated character roads.**

Maple Road Maple Road east of Millersport Highway is designated as having a "Suburban character" on Figure 10 of the Comprehensive Plan [titled "Character Corridor"] and the layout of the proposed mixed-use project will ensure there is landscaping and an upscale appearance along the Maple Road frontage.

**3-7 Protect and retain the identity of special places through design guidelines.**

Policy 3-7 does not apply to the Comprehensive Plan Amendment since the Project Site is not located as described on Page 3-13 of the Comprehensive Plan.[11]

**C. <u>Reinvestment</u>:**

**3-8 Consider tax incentives for reinvestment, revitalization, and redevelopment of commercial properties and housing in older areas with less emphasis on new "greenfield" development.**

The proposed Comprehensive Plan Amendment to accommodate a mixed-use project is consistent with Policy 3-8 since it will result in a mixed-use project on an infill site that has already been cleared and that does not contain any designated environmental resources. Mixed-use projects

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[10] The relevant text on Pages 3-11 and 3-12 of the Comprehensive Plan states, "Signs can play an important role in defining the character and context of an area. Sign regulations and standards need to be more sensitive to the local context, improve aesthetic character, and reduce "visual clutter" along commercial corridors. In general, signage should be consistent with the architectural style and scale of buildings and be an integral component of the building and site.

[11] The text accompanying Policy 3-7 states as follows: "Certain places within the Town of Amherst have a special identity defined by factors such as historic character (e.g., former "hamlets" such as Getzville and Swormville), geographic location (e.g., at a highway interchange or gateway entrance to the Town), or presence of an important community resource (e.g., a major park, public or private buildings or open space, or an educational campus)."



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can quality for incentives from the Town's Industrial Development Agency ("IDA") and a decision whether to seek incentives from the IDA will be made by the Project Sponsor at the appropriate time in the project review process.

**3-9 Advance the redevelopment and revitalization of underutilized, obsolete, and vacant properties for economically viable uses.**

The proposed Comprehensive Plan Amendment to accommodate a mixed-use project is consistent with Policy 3-9 since it will result in a mixed-use project on underutilized property that remains vacant despite being approved for an office building project by the Planning Board pursuant to Site Plan approved in 2010.[12]

**3-10 Target capital investments to improve the aesthetic character of key locations within the Town.**

The proposed Comprehensive Plan Amendment to accommodate a mixed-use project is consistent with Policy 3-10 since it will result in a substantial investment of funds that will improve the aesthetic character of a key location on Maple Road in close proximity to the intersection of Maple Road and Ayer Road.

[12] The text on Page 3.17 of the Comprehensive Plan describes "Suburban Centers and Corridors" as one of the identified land use scenarios in which revitalization may occur or be desired and states as follows: "Suburban areas typically include larger parcels connected by higher speed thoroughfares without many walkable connections and may have little existing place identity. These centers and corridors may not be able to accommodate contemporary forms of retail and other commercial uses and may require revitalization through reinvestment, redevelopment, or retrofitting existing buildings/sites to remain competitive. Goals for revitalizing these areas include 1) creating opportunities for incremental change, 2) improving the relationship between streets and buildings, 3) improved accessibility through accommodation for multiple modes of travel, and 4) managing vehicular access on major roadways. (Amended 9-3-19; BCPA-2017-01A)



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**3-11 Initiate public capital investment projects to encourage/support private investment.**

Policy 3-11 does not apply to the Comprehensive Plan Amendment since the proposed mixed-use project is not dependent on a public capital investment project.

**E. Open Space System:**

**3-12 Designate a town-wide open space and greenway network to be achieved through a variety of mechanisms.**

Policy 3-12 does not apply to the Comprehensive Plan Amendment.

**3-13 Encourage conservation development with incentives for the dedication of open space in private developments.**

Policy 3-13 does not apply to the Comprehensive Plan Amendment since there are not any designated environmental resources on the Project Site and the Project Site is not located in the portion of the northern part of the Town not serviced by sanitary sewer infrastructure.

**3-14 Initiate a public open space acquisition program consistent with the open space, recreation, and greenway network.**

Policy 3-14 does not apply to the Comprehensive Plan Amendment.

**F. Development Review and Approval Process:**

**3-15 Improve the predictability and consistency of the rezoning and other development approval processes through the application of clear town-wide land use policies.**

**3-16 Set clear standards for development quality to increase the level of certainty in the development review and approval process.**

**3-17 Provide for periodic review and revision of the Comprehensive Plan and development regulations.**

Policies 3-15 to 3-17 are not specifically applicable to the Comprehensive Plan Amendment and pertain more generally to the review processes to be utilized for proposed projects in the Town.

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## II. CONSISTENCY WITH POLICIES IN SECTION 4 OF THE COMPREHENSIVE PLAN (TITLED "NATUARAL AND CULTURAL RESOURCES"):

Section 4 of the Comprehensive Plan is titled "Natural and Cultural Resources and according to Section 4.3 of the Comprehensive Plan the Goal is "Sensitive environmental and cultural resources identified and preserved as part of the physical fabric of the community".[13] The two (2) Objectives for "Land Use and Development" set forth in Section 4 of the Comprehensive Plan are as follows:

- **Establish an interconnected open space network that incorporates significant natural and cultural resources.**
- **Protect sensitive environmental resources through improved regulations, policies, and management, including:**
  - **Water resources and wetlands**
  - **Air quality**
  - **Trees and woodlands**
  - **Historic and cultural resources**[14]

There are fourteen (14) policies contained in Chapter 4 of the Comprehensive Plan and to a large degree these policies do not specifically apply to the Comprehensive Plan Amendment. It is important to mention that the Project Site does not contain any wetlands subject to the jurisdiction of either the New York State Department of Environmental Conservation or the United States Army Corps of Engineers as depicted on Figure 7 of the Comprehensive Plan [titled "Water Resources"]. The proposed mixed-use project will also be required to comply with the stringent stormwater quality and quantity standards of the New York State Department of Environmental

[13] See Page 4-2 of the Comprehensive Plan.

[14] See Page 4-2 of the Comprehensive Plan.



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Conservation and is also subject to an environmental review pursuant to the State Environmental Quality Review Act.[15]

## III. CONSISTENCY WITH POLICIES IN SECTION 5 OF THE COMPREHENSIVE PLAN (TITLED "ECONOMIC DEVELOPMENT"):

Section 5 of the Comprehensive Plan is titled "Economic Development" and according to Section 5.2 of the Comprehensive Plan the Goal is "A Town with a strong tax base and ample economic opportunities for a diverse base of employers and employees, housed in attractive, state-of-the-art commercial developments in convenient and accessible locations." The five (5) Objectives for "Economic Development" as set forth in Section 5 of the Comprehensive Plan are as follows:

- Maintain Amherst's strong tax base
- Attract more high-paying jobs to the Town
- Ensure that economic development and redevelopment respect the character and quality of life of Amherst's residential communities
- Capitalize on the presence of the University at Buffalo to leverage University-related economic development opportunities
- Build partnerships with development agencies, private industry, and educational and research institutions to promote economic development in Amherst and throughout the region[16]

**POLICIES:**

### A. Tax Base and Employment:

According to the language on Page 5-3, "A healthy tax and employment base are essential not only to Amherst's economy, but also to the Town's quality of life. Studies have shown that

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[15] A copy of Part 1 of the Full Environmental Assessment Form with Page 5[a] is provided at **Exhibit "2"**.

[16] See Pages 5-2 and 5-3 of the Comprehensive Plan.



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commercial retail, office, and industrial development partially subsidize the cost of providing high-quality community facilities and services to residents. Without such development, the burden on residential taxpayers would be significantly higher. Competitive employment is also important in providing economic opportunities to Amherst residents."

**5-1 Target economic development policies, programs, capital expenditures, and incentives to attract and retain higher paying employment and promote desired forms and locations of development and redevelopment.**

The proposed Comprehensive Plan Amendment to accommodate a mixed-use project is consistent with Policy 5-1 since mixed-use is a form of development to be promoted per the text on Page 5-4 of the Comprehensive Plan.

**5-2 Build flexibility into non-residential zoning so that options are available for the various stages of business development.**

Policy 5-2 does not apply to the Comprehensive Plan Amendment.

**5-3 Promote economic development through collaborations between government, educational institutions, health care organizations, and private industries.**

While Policy 5-3 does not specifically apply to the Comprehensive Plan Amendment, it is important to mention that the Project Site is located in close proximity to Millard Fillmore Suburban Hospital that employs many individuals who work various shifts that would benefit from having the ability to live in upscale attached residential units (both apartments and townhomes) with direct and easy access with their place of employment.

**5-4 Work with educational institutions on lifelong learning and other programs to train, attract, and retain a skilled workforce.**

Policy 5-4 does not apply to the Comprehensive Plan Amendment.

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**B. Community Character and Quality of Life:**

**5-5 Promote commercial development patterns that reduce neighborhood impacts.**

The proposed Comprehensive Plan Amendment to accommodate a mixed-use project is consistent with Policy 5-5. The text on Page 5-10 of the Comprehensive Plan states as follows:

> "A primary goal of both the Land Use and Economic Development Elements is to promote reinvestment in existing commercial centers and corridors in older parts of Amherst, where roads and other infrastructure are available and such reinvestment can contribute to maintaining the health of adjacent residential areas. In developing parts of central and northern Amherst, mixed-use centers are designated in strategic locations to accommodate commercial development in compact rather than dispersed patterns, providing convenient access without infringing upon residential areas and encouraging the formation of commercial strips."

The Project Site is located on Maple Road, an Erie County Highway that bisects the entire Town in an east-west direction and is more suitable for a mixed-use infill project than office space as expressly permitted by the existing Office Building District ("OB") zoning classification.

**5-6 Adopt commercial development standards for neighborhood compatibility with context sensitive design guidelines.**

The proposed Comprehensive Plan Amendment to accommodate a mixed-use project is consistent with Policy 5-6 since the layout of the project as depicted on the Concept Site Plan has been designed to be generally consistent with the standards set forth in Section 5A of the Zoning Code [titled "Mixed Use Districts"].

**C. University of Buffalo:**

Policies 5-7 to 5-9 of the Comprehensive Plan pertain to the synergies that can result from collaboration between the Town and the University of Buffalo and as such do not apply to the proposed Comprehensive Plan Amendment.

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**D. Regional Economic Development:**

Policies 5-10 and 5-11 of the Comprehensive Plan pertain to the benefits that can result from a healthy economy in Western New York and positioning the Town as a regional technology center. An important aspect of positioning the Town as a regional technology center is providing various types of high quality housing choices for employees. The proposed mixed-use project will result in high quality attached residential units at a very convenient location with easy access to a wide range of amenities.

## III. CONSISTENCY WITH POLICIES IN SECTION 6 OF THE COMPREHENSIVE PLAN (TITLED "TRANSPORTATION"):

Section 6 of the Comprehensive Plan is titled "Transportation" and according to Section 6.2 of the Comprehensive Plan the Goal is "**An efficient, multi-modal transportation system that accommodates the automobile, maintains neighborhood character, and emphasizes alternative means of travel, including walking, biking, and public transportation.**"

The four (4) Objectives for "Transportation" as set forth in Section 6 of the Comprehensive Plan are as follows:

- **Create a roadway network that improves efficiency and connectivity while preserving neighborhood character;**
- **Develop the existing bicycle/pedestrian system into a townwide, interconnected network that facilitates connections between vehicular and non-vehicular transportation;**
- **Work with the Niagara Frontier Transportation Authority to provide adequate public transit service, particularly to mixed use activity centers identified in the Conceptual Land Use Plan; and**
- **Establish a town traffic assessment and planning capability to manage and maintain local highways**[17]

[17] See Pages 6-3 and 6-4 of the Comprehensive Plan.



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**POLICIES:**

**A. Road Network:**

**6-1 Designate roadway corridors for application of context sensitive design standards to maintain their character.**

Maple Road is designated as Minor Arterial on Figure 9 of the Comprehensive Plan [titled "Future Thoroughfare System". The text on Page 6-8 of the Comprehensive Plan states that the segment of Maple Road to the east of Millersport Highway has a "Suburban character". The proposed mixed-use project is consistent with Policy 6-1 since the design includes a focus on Maple Road and includes on-site pedestrian friendly amenities.

**6-2 Modify the Town's engineering standards for roadways to reduce neighborhood impacts.**

Policy 6-2 does not apply to the Comprehensive Plan Amendment since the proposed mixed-use project does not involve the construction of any new public roadways.

**6-3 Establish a town highway planning capability to manage the local road network.**

Policy 6-3 does not apply to the Comprehensive Plan Amendment.

**6-4 Enhance transportation system capacities through operational improvements, including improved access management and a comprehensive signal-timing plan.**

Policy 6-4 does not apply to the Comprehensive Plan Amendment. It is important to mention that the Project Sponsor has authorized SRF Associates to prepare a Traffic Impact Study for the purpose of evaluating the potential traffic impacts that will result from the proposed mixed-use project.

**6-5 Undertake a capital program to maintain or improve the efficiency of the existing road system.**

Policy 6-5 does not apply to the Comprehensive Plan Amendment.

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**6-6 Accept a certain level of traffic congestion as a "given" and expand investments in alternative transportation modes and compact, mixed-use development patterns.**

The text on Pages 6-14 and 6-15 of the Comprehensive Plan states as follows: "Given the limits placed on future roadway improvements by funding constraints and the need to preserve neighborhood character, combined with Amherst's established and growing function as a regional employment center, it is not expected that the above policies will "solve" congestion problems in the Town. Instead, the Comprehensive Plan transportation policies involve a shift away from an emphasis on functional efficiency for the automobile towards a more balanced transportation system that achieves other community objectives. As described in Sections B and C below, this shift includes expanded investment in facilities to support alternative travel modes (e.g., trails, sidewalks, bikeways, and transit).[18] Equally important is the coordination of transportation and land use policies to promote compact, mixed-use development patterns that reduce automobile dependency and encourage walking."

The proposed Comprehensive Plan Amendment to facilitate the proposed mixed-use project is consistent with Policy 6-6 since it represents compact, mixed-use development that will encourage walking.

**B. <u>Bicycle/Pedestrian Network</u>:**

**6-7 Develop a comprehensive bicycle network, using a rating system to identify and prioritize improvements.**

Policy 6-7 does not apply to the Comprehensive Plan Amendment.

**6-8 Develop a comprehensive pedestrian network of sidewalks, crosswalks, and trails.**

Policy 6-8 does not apply to the Comprehensive Plan Amendment.

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[18] The reference to B and C relates to Policies 6-7 to 6-9 of the Comprehensive Plan.



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C. Transit Service:

6-9 **Work with NFTA to improve transit service and provide connections to activity centers (e.g., UB and Eggertsville).**

Policy 6-9 does not apply to the Comprehensive Plan Amendment. The Project Site is located on NFTA Bus Route 49 that connects directly to the subway system on Main Street.

## IV. CONSISTENCY WITH POLICIES IN SECTION 7 OF THE COMPREHENSIVE PLAN (TITLED "INFRASTRUCTURE"):

Section 7 of the Comprehensive Plan is titled "Infrastructure" and according to Section 7.2 of the Comprehensive Plan the Goal is **"Well-maintained and cost-effective infrastructure systems that provide public water, sewer, stormwater, and other utility services within the Town of Amherst, consistent with Comprehensive Plan policies to promote sustainable land use and economic development and protect natural resources."**

The two (2) Objectives for "Infrastructure" as set forth in Section 7 of the Comprehensive Plan are as follows:

- **Establish a town-wide program with plans and policies to effectively manage stormwater runoff, including flooding and stormwater quality; and**
- **Maintain and upgrade existing sanitary sewer infrastructure to support existing and projected needs. Limit future service extensions to those needed to serve development areas designated on the Conceptual Land Use Plan**[19]

[19] See Page 7-3 of the Comprehensive Plan.



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**POLICIES:**

**A. Stormwater Management:**

**7-1 Develop a program to address flooding and other stormwater management issues in coordination with other responsible agencies.**

Policy 7-1 does not apply to the Comprehensive Plan Amendment which states the Town should implement flood mitigation measures as recommended in the Town Flood Mitigation Plan Report and the Ransom Creek Improvement Study.

**7-2 Implement "low impact development" standards and techniques designed to reduce the quantity and improve the quality of stormwater runoff from development.**

Policy 7-2 does not specifically apply to the Comprehensive Plan Amendment. It is important to mention that during the future Site Plan Application review process the proposed mixed-use project will need comply with the stringent stormwater quality and quantity standards of the New York State Department of Environmental Conservation based on engineered plans and a SWPPP with Engineer's Report that will be included the future submission of a Site Plan Application. The technical project documentation will need to be reviewed and approved by the Town's Engineering Department.

**B. Sanitary Sewer System:**

**7-3 Give priority to repairs to existing infrastructure systems, rather than extensions to serve new greenfield development.**

The proposed Comprehensive Plan Amendment to accommodate a mixed-use project is consistent with Policy 7-3 since the Project Site is serviced by existing sanitary sewer infrastructure and does not constitute a new greenfield development. The mixed-use project will also be required to comply with the NYSDEC Inflow and Infiltration policy that applies to specified categories of projects that will generate a daily average of greater than 2,500 gallons per day ("gpd") of sanitary sewer flow.

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**7-4 Redefine the boundaries of the Consolidated Sanitary Sewer District in the northern part of the Town to exclude rural and agricultural areas designated for protection and include areas designated for more intensive development. Promote the importance of proper maintenance of private disposal systems or septic systems to limit sewer extensions into protected areas. (Amended 09-08-15; BCPA-2014-01)**

Policy 7-4 does not apply to the Comprehensive Plan Amendment.

## V. CONSISTENCY WITH POLICIES IN SECTION 8 OF THE COMPREHENSIVE PLAN (TITLED "HOUSING AND NEIGHBORHOODS"):

Section 8 of the Comprehensive Plan is titled "Housing and Neighborhoods" and according to Section 8.2 of the Comprehensive Plan the Goals are as follows

- **Decent and affordable housing choices available to all residents;** and
- **Healthy and diverse neighborhoods, including conserved and revitalized older parts of Amherst**[20]

The three (3) Objectives for "Housing and Neighborhoods" as set forth in Section 8.2 of the Comprehensive Plan are as follows:

- **Ensure the availability of housing affordable to all socioeconomic groups in Amherst;**
- **Promote a diverse housing stock, with higher density housing focused on mixed-use activity centers; and**
- **Implement a coordinated program to conserve and revitalize Amherst's neighborhoods.**[21]

[20] See Page 8-2 of the Comprehensive Plan.

[21] See Page 8-3 of the Comprehensive Plan.



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**POLICIES:**

**A. Affordable Housing:**

**8-1 Continue existing housing policies that promote home ownership and affordability.**

Policy 7-1 does not apply to the Comprehensive Plan Amendment since the proposed mixed-use project does not involve residential units for sale or a designated affordable housing project relying on tax credits or affordable housing subsidies.

**B. Housing Diversity:**

**8-2 Promote the development of a variety of housing types.**

The text on Pages 8-3 and 8-4 of the Comprehensive Plan states as follows:

> "Approximately two-thirds of Amherst's current housing stock consists of single-family detached homes, with the remainder comprised of a mix of duplexes, townhouses, apartments, and other living arrangements (e.g., dormitories and assisted living). Recent housing development has consisted mostly of multifamily units and single-family detached, suburban subdivisions. Demographic trends will reinforce the need for a more diverse housing stock to accommodate groups such as the elderly, empty nesters, and students. As previously noted, housing diversity enhances affordability and, if properly managed, can contribute to neighborhood stability and character. Older neighborhoods like Eggertsville, for example, could benefit from decreasing household sizes and the increasing appeal of traditional development, which make smaller homes in pedestrian-oriented neighborhoods more attractive.
>
> The Town should encourage the proportional development of diverse housing types and price levels, including single-family detached (at a variety of lot sizes), townhouses, condominiums, apartments, and housing as part of mixed-use developments. Higher density housing should be located to complement established residential areas through appropriate standards for location and design (see Policies 8-3 and 8-5)."

The proposed Comprehensive Plan Amendment to accommodate a mixed-use project is consistent with Policy 8-2 since the project will include 102 apartments and eleven 2-story townhome units with attached garages, which are the types of housing units

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that are consistent with demographic trends demonstrating there is an increased demand for apartments and townhomes in the Town.

**8-3 Encourage higher density residential uses in mixed-use developments and other appropriate locations.**

The proposed Comprehensive Plan Amendment to accommodate a mixed-use project is consistent with Policy 8-3 since the Project Site is an appropriate location for an infill mixed-use project. The language contained on Page 8-4 of the Comprehensive Plan discuss the benefits of higher density residential uses at appropriate locations that decrease the potential impacts of development on sensitive lands and also states that that incorporating mixed-use activity centers will help maintain and reinforce the character of established neighborhoods.

**8-4 Work with UB to establish mixed-use centers around the periphery of both campuses.**

Policy 8-4 does not apply to the Comprehensive Plan Amendment since the proposed mixed-use project since the Project Site is not located in close proximity to either UB North or UB South campuses.

**8-5 Establish standards for multi-family housing to promote high quality design and neighborhood compatibility.**

The text on Page 9-8 and 9-9 of the Comprehensive Plan states as follows:

> "Policy 8-5 addresses the need to manage the location of higher density housing to ensure that it does not negatively affect the overall character of Amherst's neighborhoods. Equally important is the establishment of standards addressing the design and appearance of multi-family housing and its relationships to adjoining land uses. In addition to improving the quality and livability of multi-family developments for residents and improving the "fit" of these developments into the community, design standards will also help to create a more positive public perception of multi-family housing. A greater public tolerance of multi-family housing will ultimately aid the Town in preserving open space and providing alternatives to single-family detached units that are dependent on automobile use.
>
> Design standards should address the creation of multi-family housing via renovation or redevelopment of existing properties as well as new development. Design standards should also address the creation of multi-family housing for the

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elderly and other special needs residents. The standards should address all forms of multi-family housing including apartments, townhouses, and mixed-use developments."

The proposed Comprehensive Plan Amendment to accommodate a mixed-use project is consistent with Policy 8-5 since the project layout has been deliberately designed to be generally consistent with the Town's Design Standards for mixed-use projects.

**C. <u>Neighborhood Revitalization</u>:**

**8-6 Provide incentives for residential property repairs and improvements on a town-wide basis.**

Policy 8-6 does not apply to the Comprehensive Plan Amendment.

**8-7 Initiate a Neighborhood Conservation Program to promote revitalization of designated neighborhoods through measures such as code enforcement, capital improvements, and design standards.**

Policy 8-7 does not apply to the Comprehensive Plan Amendment.

**8-8 Promote the revitalization of older commercial areas as a focus of neighborhood activity and include support for building and property maintenance code enforcement.**

Policy 8-8 does not apply to the Comprehensive Plan Amendment since the Project Site is not located in designated older commercial area.

**8-9 Encourage participation from residents when the Town is developing action/ improvement plans for specific neighborhoods.**

Policy 8-9 does not specifically apply to the Comprehensive Plan Amendment but is important to mention that the review process for the proposed mixed-use project will involve public hearings to be held by both the Planning Board and the Town Board.

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## VI. CONSISTENCY WITH POLICIES IN SECTION 9 OF THE COMPREHENSIVE PLAN (TITLED "COMMUNITY FACILITIES AND SERVICES"):

Section 9 of the Comprehensive Plan is titled "Community Facilities and Services" and according to Section 9.2 of the Comprehensive Plan the Goal is as follows: "**Community facilities and services that meet residents' needs and contribute to the Town's high quality of life.**"[22]

The three (3) Objectives for "Community Facilities and Services" as set forth in Section 9.2 of the Comprehensive Plan are as follows:

- **Establish standards or performance criteria to determine community facility and service needs;** and
- **Enhance the role of public facilities as centers of neighborhood and community activity; and**
- **Provide quality facilities and services cost effectively by managing expenses and diversifying revenue sources**

There are nine (9) policies contained in Chapter 9 of the Comprehensive Plan and with the exception of Policies 9-4 and 9-5 these policies do not specifically apply to the Comprehensive Plan Amendment since the proposed mixed-use project does not consist of a community facilities project.

### B. Community Facilities as Activity Centers:

**9-4 Integrate community facilities within mixed-use activity centers.**

Policy 9-1 which is referenced within Policy 9-4 pertains to the need for the Town to identify and prioritize community facilities and service needs. Policy 9-1 contains language

[22] See Page 9-2 of the Comprehensive Plan.



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emphasizing the importance of Millard Fillmore Suburban Hospital as a highly rated healthcare facility.[23] The text on Page 9-8 of the Comprehensive Plan states as follows:

> A key concept of the Comprehensive Plan is establishment of mixed-use centers that integrate different types of land uses (see Land Use and Development Policy 3-1). Mixed-use centers are intended to provide focuses of community activity, convenient access to services and facilities, and encourage walking, biking, and use of public transportation as alternatives to automobile trips. As destinations and places for communal activities, community facilities are a potentially vital ingredient in the mix of uses that can be included in these centers. Where possible, mixed-use centers should include or provide connections to existing community facilities. In addition, mixed-use centers should be the preferred location for new community facilities. (Northeast Amherst in the vicinity of the Millersport Highway/New Road/Smith Road intersection is a logical location given the programmed or potential needs identified for facilities such as a library, youth and family center, and school.) The Town should coordinate internally and with other providers in planning for future community facilities to encourage their inclusion in designated mixed-use centers.

While the proposed mixed-use project does not consist of a community facility use, the Project Site is located in close proximity to Millard Fillmore Hospital and will present opportunities for synergies in terms of potential tenants for the 7,000 sq. ft. of first floor commercial space in the proposed mixed-use building and by providing housing options for the numerous employees of the hospital.

---

[23] See Page 9-2 of the Comprehensive Plan. The relevant language states as follows: "The Millard Fillmore Suburban Hospital is a privately operated health care facility of regional significance located in Amherst. While not analogous to the publicly provided facilities and services previously discussed, this highly rated facility makes important contributions to the Town's quality of life and economy. The hospital was expanded in 1995 and due to growing demand for health care services from a surrounding suburban population that is increasing in both numbers and age, the hospital was again expanded in 2008. The Hospital is the central feature of the mixed-use activity center located at Maple and Youngs Roads (see Section 3.3). Designation of this center supports the Hospital and ancillary uses. The Town should continue to support the Hospital in providing quality health care for residents of Amherst and surrounding communities. In addition, research and development programs, particularly those that link to other area institutions and reinforce Amherst's status as a "knowledge-based" community, should be encouraged."



Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

C. Community Facility and Service Costs:

**9-5 Allow continued growth of the nonresidential tax base consistent with the Comprehensive (Land Use) Plan.**

"Amherst's nonresidential (commercial retail, office and industrial) development partially subsidizes the costs of providing community facilities and services to residents. National studies have shown that commercial development derives excess revenues as compared to residential development. Results from a similar local study by the AIDA confirm these findings for Amherst. Thus growth in the nonresidential tax base is needed if the Town of Amherst (and other providers such as the public school districts) is to continue to provide quality facilities and services at rates affordable to taxpayers. Nonresidential development and redevelopment should be managed to be consistent with Comprehensive Plan goals, objectives, and policies for Land Use and Development and other elements, and with the Mixed-use activity centers should wherever possible include existing or new community facilities. concept of balance between economic development, livability, and community character expressed in the Vision Statement."

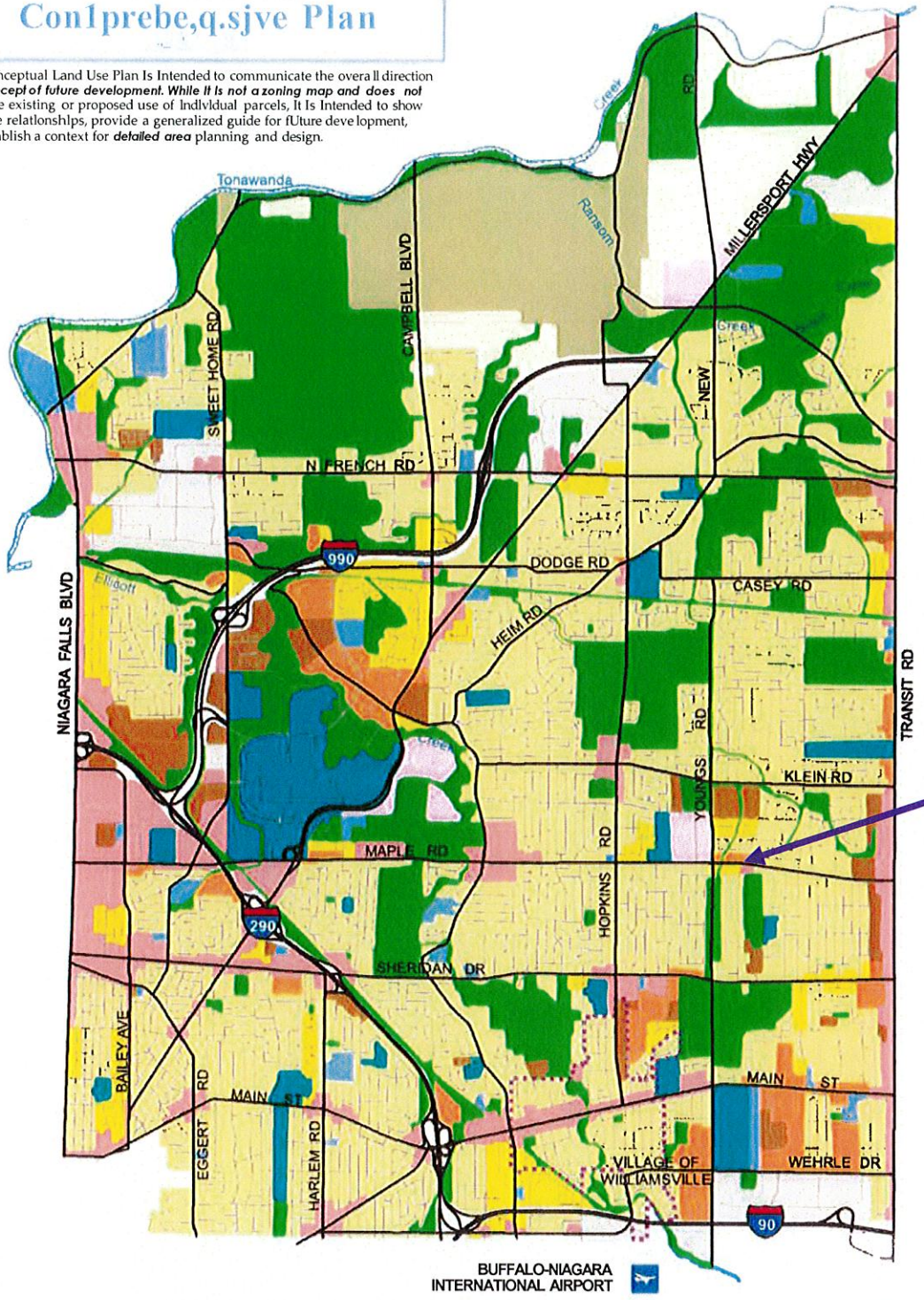
Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

# Exhibit 7 – Color Copy of Figure 6 of the Bicentennial Comprehensive Plan

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

# 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 Commercial-Office**

## Conceptual Land Use Plan

**FIGURE 6**

- Rural Residential
- Single Family Residential
- Mixed Residential
- Medium Residential
- Commercial/ Mixed Use
- Special Use Center
- Commercial - Office
- Industrial - Office
- Community Facilities
- Educational Campus
- Recreation, Open Space & Greenways
- Agriculture
- Transportation
- surface Water
- Village of Williamsville Boundary
- See Map Figure 6-A for Additional Designations

SOURCE NOTES:

Original Source Data Provided by the Town of Amherst Information Technology Department, URS Corporation and Wallace Roberts & Todd, LLC

Map Compiled by the Town of Amherst Planning Department

Date: December 2020

N

0 0.25 0.5 0.75 1 1.25 Miles

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

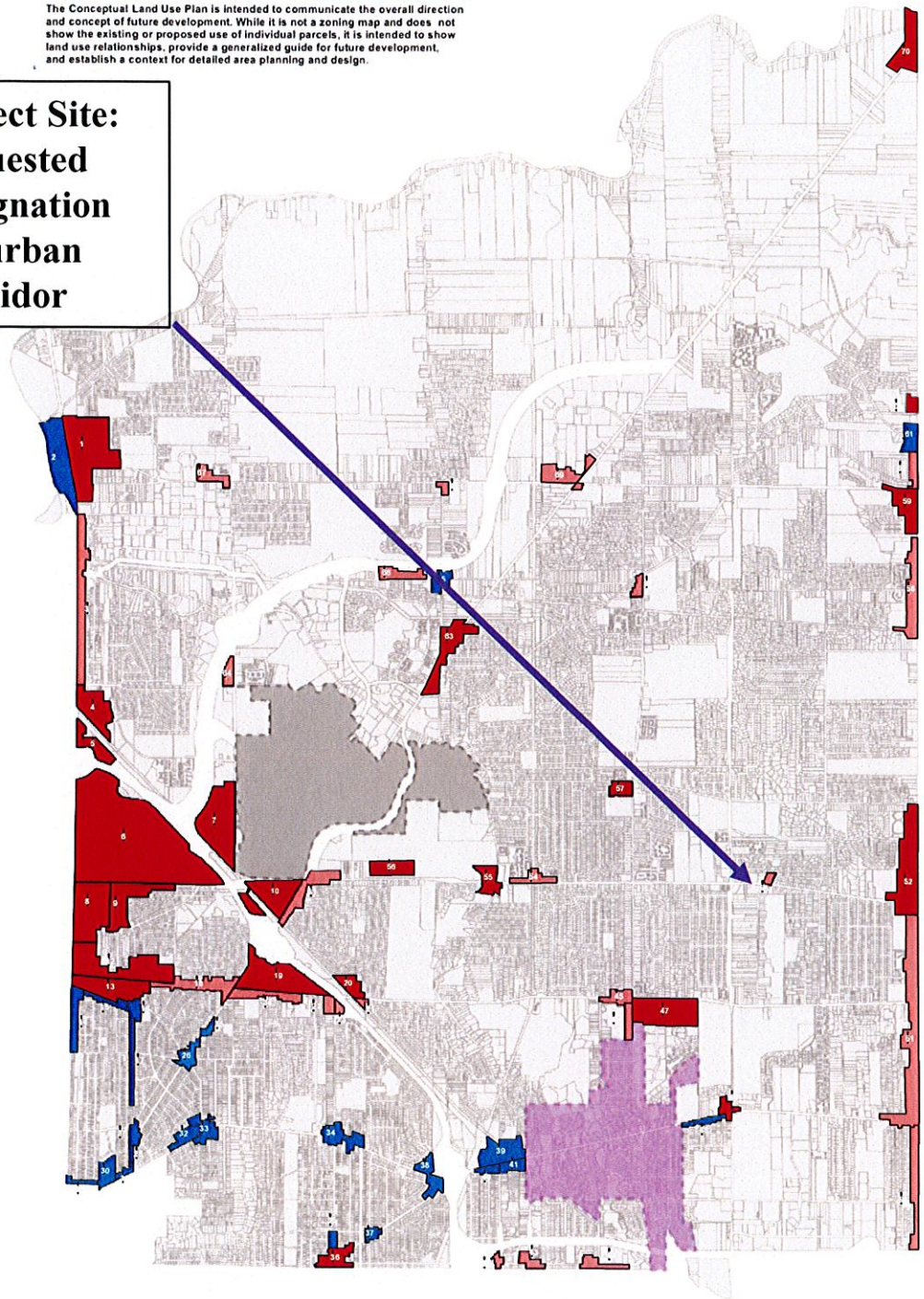
# Exhibit 8 – Color Copy of Figure 6-A of the Bicentennial Comprehensive Plan

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

Town of Amherst
Bicentennial
Comprehensive Plan
1818 2018

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: Requested Designation Suburban Corridor**



Wegmans (NFB)
Walgreens (NFB)
NFB / Ellicott Creek Strip
Home Depot (NFB)
Inkeepers Lane
Consumer Square / Ridge Lea
University Place
Boulevard Mall
Wegmans (Alberta)
Golden Triangle
Maple / Amherst Manor
Walmart (Sheridan)
Northtown Plaza
NFB Strip
Eggert Strip
Eggert / Bailey
Bailey Strip
Sheridan / Millersport Strip
Northtown Auto (Sheridan)
Sheridan / Sunrise - North Side
Sheridan / Sunrise - South Side
Sheridan / Harlem - West Side
Sheridan / Harlem - East Side
Sheridan / Getzville Strip
Millersport / Arcade
Six Corners
Bailey / Grover Cleveland
Bailey Live-Work
Main / Bailey
University Plaza
Kenmore Avenue
Eggertsville (Main / Eggert - West Side)
Eggertsville (Main / Eggert - East Side)
Snyder (Main / Harlem)
Harlem Strip
Harlem / Kensington
Kensington / Saratoga
Main / Kensington
West of Village - North of Main
West of Village - South of Main (West Side)
West of Village - South of Main (East Side)
Wehrle / South Forest
Wehrle / South Union
Wehrle / Cayuga
Sheridan / Hopkins
Evans Strip
Williamsville Place
Main Strip
Main / Youngs
Transit / Wehrle
Transit from Main to Maple
Transit / Maple
Maple / Ayer
Maple Strip
Maple / North Forest
Gun Club
Clearfield Plaza
Transit / Casey
Transit / North French
Transit / Dodge
Swormville
Hopkins / Dodge
Getzville Plaza
Sweet Home / Skinnersville
Campbell / Dodge
Dodge Strip
Sweet Home / North French
Campbell / North French
Crosspointe
Transit / Millersport
Transit Strip

**FIGURE 6-A**

Commercial and Mixed-Use Designations

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

SOURCE NOTES:

Original Source Data Provided by the Town of Amherst Information Technology Department, URS Corporation and Wallace Roberts & Todd, LLC

Map Compiled by the Town of Amherst Planning Department

Date: December 2020

0 0.2 0.4 0.6 0.8 1
Miles

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

# Exhibit 9: Color Conceptual Building Rendering as Prepared by Brian Slevar, R.A. of Carmina Wood Morris DPC

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)



1 A-100 MAPLE ROAD ELEVATION
SCALE: 3/32" = 1'-0"



2 A-100 AYERS ROAD ELEVATION
SCALE: 3/32" = 1'-0"



3 A-100 EXTERIOR PERSPECTIVE
SCALE: NTS

Carmina Wood Morris
487 Main Street Suite 600
Buffalo, New York 14203
P 716.842.3165
F 716.842.0263

PRELIMINARY
NOT FOR CONSTRUCTION

REVISIONS
No. Description Date

BLISS

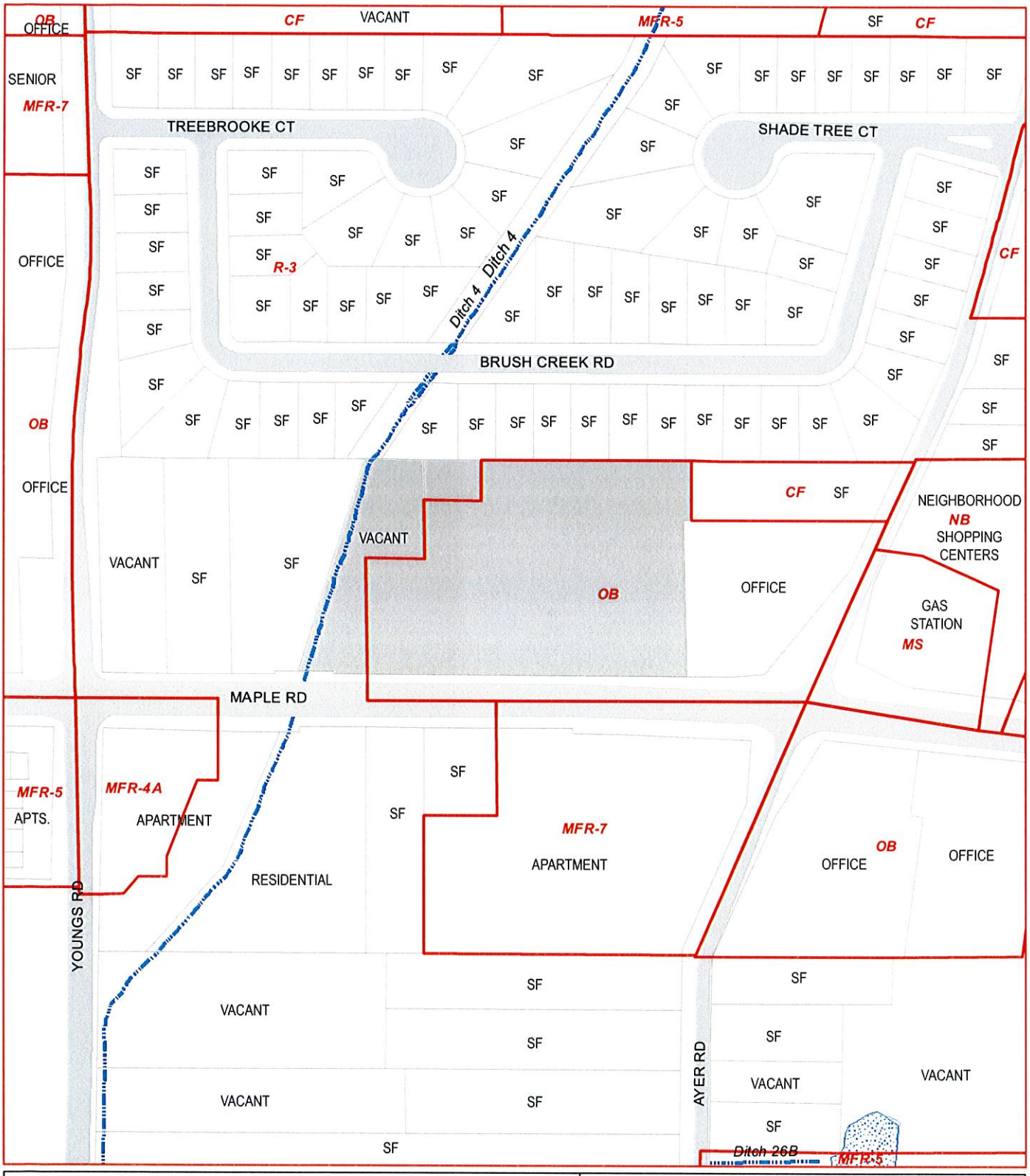
PROJECT NAME:
Concept Documents for:
Mixed Use Development
1760 Maple Road
Amherst, New York

Issued for Approval 03.21.2022
Drawn By BJS
Checked By BJR

DRAWING NAME:
Mixed Use Concept Elevations

DRAWING NO.
A-100

Project No: 22.060



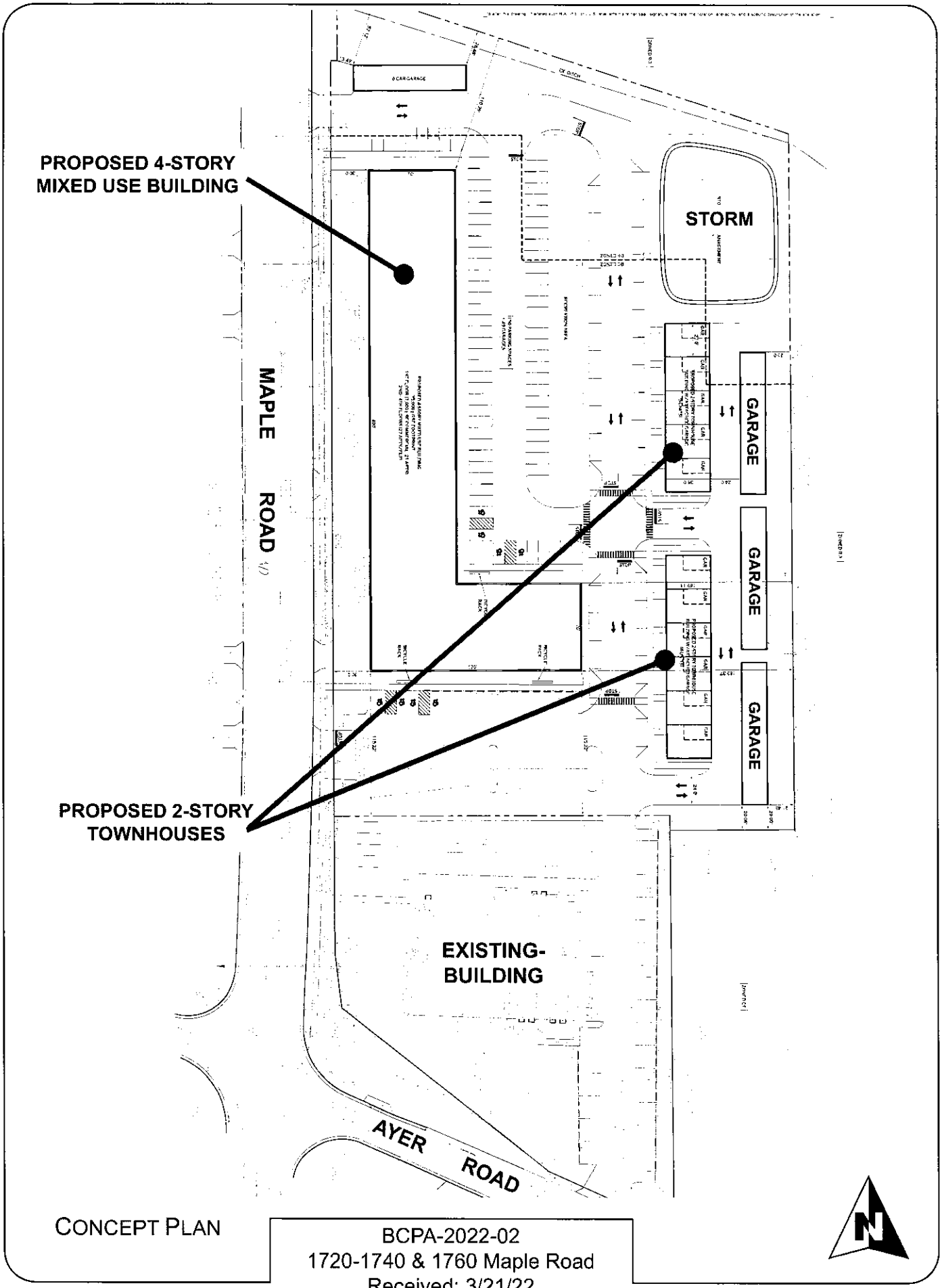

BCPA-2022-02

Request to Amend Figure 6 & Figure 6A of the Bicentennial Comprehensive Plan from "Commercial-Office" to "Commercial Mixed-Use"
Property Located at 1720-1740 & 1760 Maple Road
PB Investors LLC, Petitioner
May 19, 2022

1720-1740 & 1760 Maple Road

Prepared by the Town of Amherst Planning Department

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)




CONCEPT PLAN

BCPA-2022-02
1720-1740 & 1760 Maple Road
Received: 3/21/22

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)



1 A100 MAPLE ROAD ELEVATION
SCALE: 3/32" = 1'-0"



3 A100 EXTERIOR PERSPECTIVE
SCALE: NTS



2 A100 AYERS ROAD ELEVATION
SCALE: 3/32" = 1'-0"

ELEVATION

BCPA-2022-02
1720-1740 & 1760 Maple Road
Received: 3/21/22

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

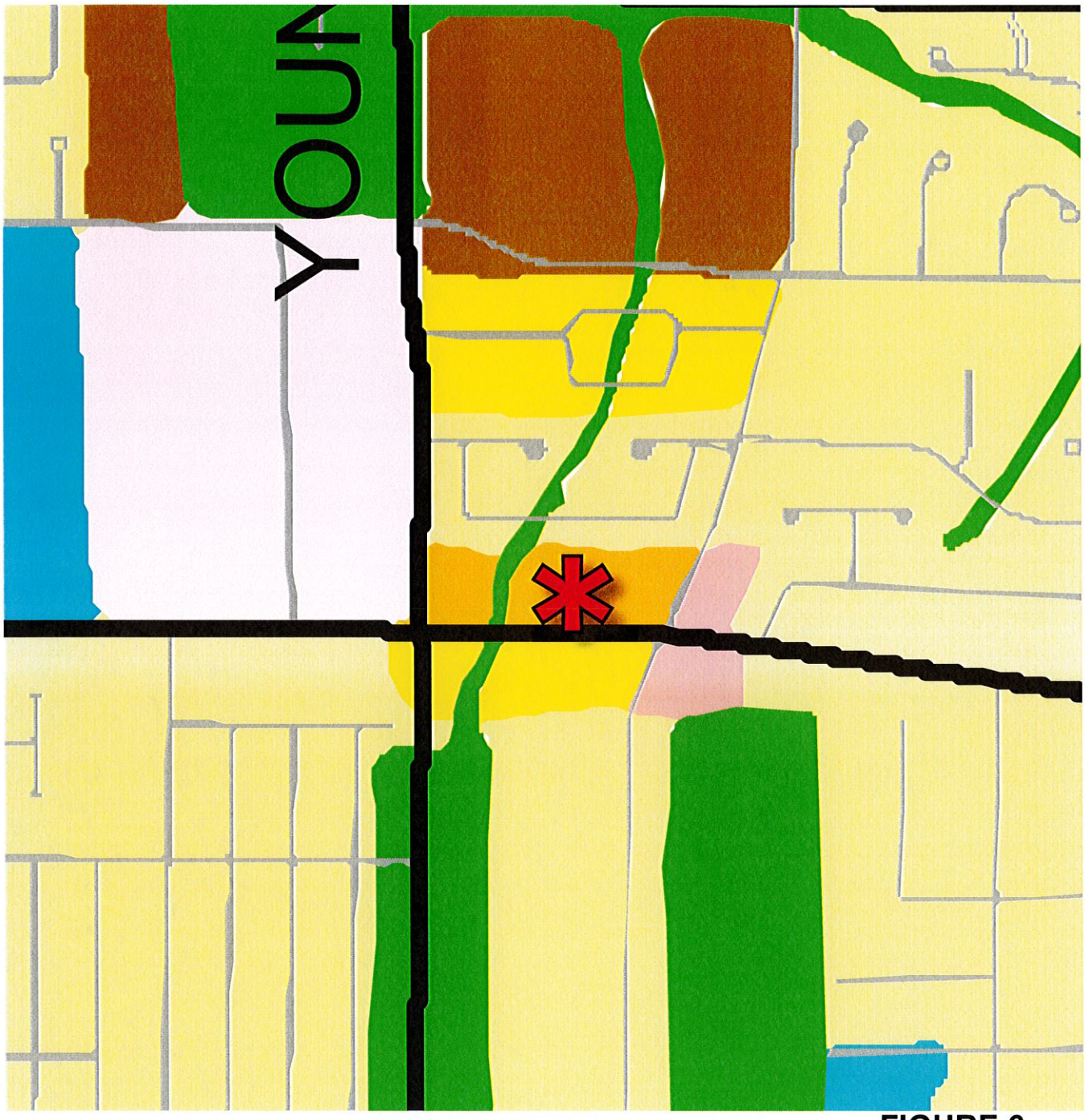



FIGURE 6

## Conceptual Land Use Plan

- Rural Residential
- Single Family Residential
- Mixed Residential
- Medium Residential
- Commercial / Mixed Use*
- Special Use Center
- Commercial - Office
- Industrial - Office
- Community Facilities
- Educational Campus
- Recreation, Open Space & Greenways
- Agriculture
- Transportation
- Surface Water
- Village of Williamsville Boundary
- 1720-1740 & 1760 Maple Rd

* 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

N

COMPREHENSIVE PLAN

BCPA-2022-02
1720-1740 & 1760 Maple Road
Figure 6

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

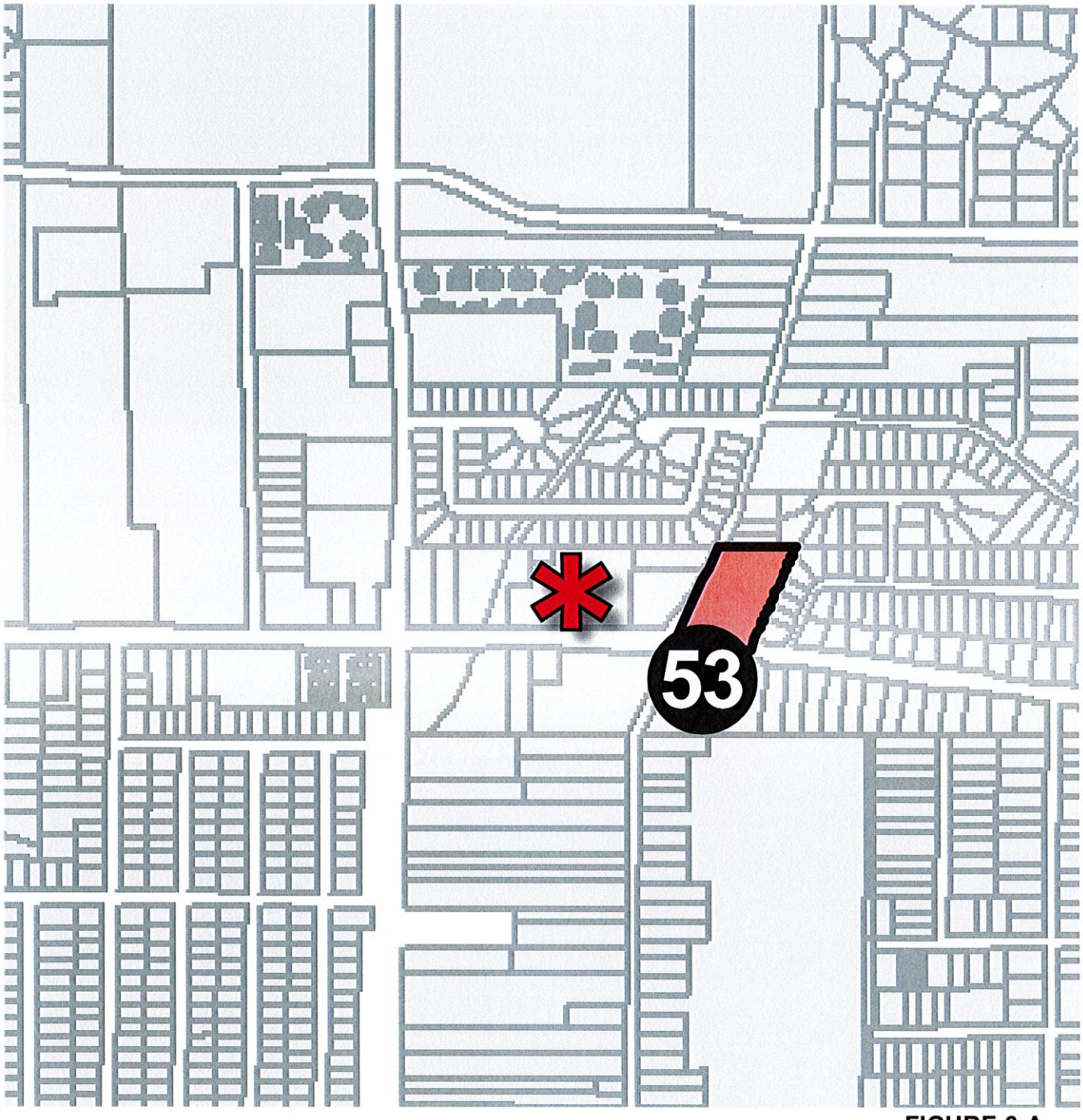



FIGURE 6-A

Commercial and Mixed-Use Designations

- Suburban Center
- Suburban Corridor
- Traditional Areas
- 1720-1740 & 1760 Maple Rd
- Village of Williamsville
- University at Buffalo

SOURCE NOTES:

Original Source Data Provided by the Town of Amherst Information Technology Department, URS Corporation and Wallace Roberts & Todd, LLC

Map Compiled by the Town of Amherst Planning Department

Date: December 2020

N

COMPREHENSIVE PLAN

BCPA-2022-02
1720-1740 & 1760 Maple Road
Figure 6A

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)




BCPA-2022-02

Request to Amend Figure 6 & Figure 6A of the Bicentennial Comprehensive Plan from "Commercial-Office" to "Commercial Mixed-Use"
Property Located at 1720-1740 & 1760 Maple Road
PB Investors LLC, Petitioner
May 19, 2022

1720-1740 & 1760 Maple Road

Prepared by the Town of Amherst Planning Department

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

May 16, 2022

PB Investors LLC
c/o Sean Hopkins
Hopkins Sorgi & McCarthy
5500 Main Street, Suite 343
Williamsville, NY 14221

SUBJECT: Bicentennial Comprehensive Plan Amendment Application Review

| | |
|---|---|
| | **BCPA-2022-02** |
| Proposed: | Amendments to Figures 6 & 6A |
| Property located at: | **1720, 1740 & 1760 Maple Road** |
| Application received: | March 21, 2022 |
| Representative: | Sean E. Hopkins, Esq. |

Dear Mr. Hopkins,

Please consider the following comments:

ZONING ENFORCEMENT OFFICER REVIEW:

The subject request should be denied.

Proposed Zoning / Scale & Massing

The petitioner's concept plan proposes a 4 story, 50 foot tall building which would extend 400 feet long along the Maple Road frontage, along with two-story townhomes to transition in scale to the adjacent single family dwellings along the north side of the site. The scale and massing of the mixed-use building is inconsistent with surrounding areas, which are dominated by one and two story dwellings, as well as, one and two story office buildings.

The petitioner's concept plan proposes a Center 5 (CTR-5) zoning designation. The site is too small to function as a center or provide the required internal road geometry and traditional block configuration, due to its linear site configuration. The proposed east/west center core street does not create a sense of place nor will it offer connections to the north or south. The CTR-5 zoning district permits, 5 stories and a 75 foot maximum building height.

PLANNING DEPARTMENT STAFF REVIEW:

The subject request should be denied.

The Conceptual Land Use Plan (Figure 6 below) in the Town's Comprehensive Plan identifies this area as Commercial-Office (orange). In Figure 6, the frontage along the entire north side of Maple Road between Youngs Road and Ayer Road is identified as Commercial-Office with varying scales of residential to the north and south of the subject properties. The predominant existing land uses in the area are residential.



Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

To the west of Youngs Road, the Millard Fillmore Suburban Hospital area is identified as a Special Use Center to "*recognize, reinforce, and integrate its medical functions, providing a focus for future medically-related development, and limit incursions into adjacent lower density residential areas*" (Section 3.3.3). The current designation of the properties in question as Commercial-Office is meant to accommodate development of medically-related uses in close proximity to the hospital to support this Special Use Center and its medical focus. Medical-related uses are one of the fastest growing and most sustainable sectors in the Town as demand for services has increased.

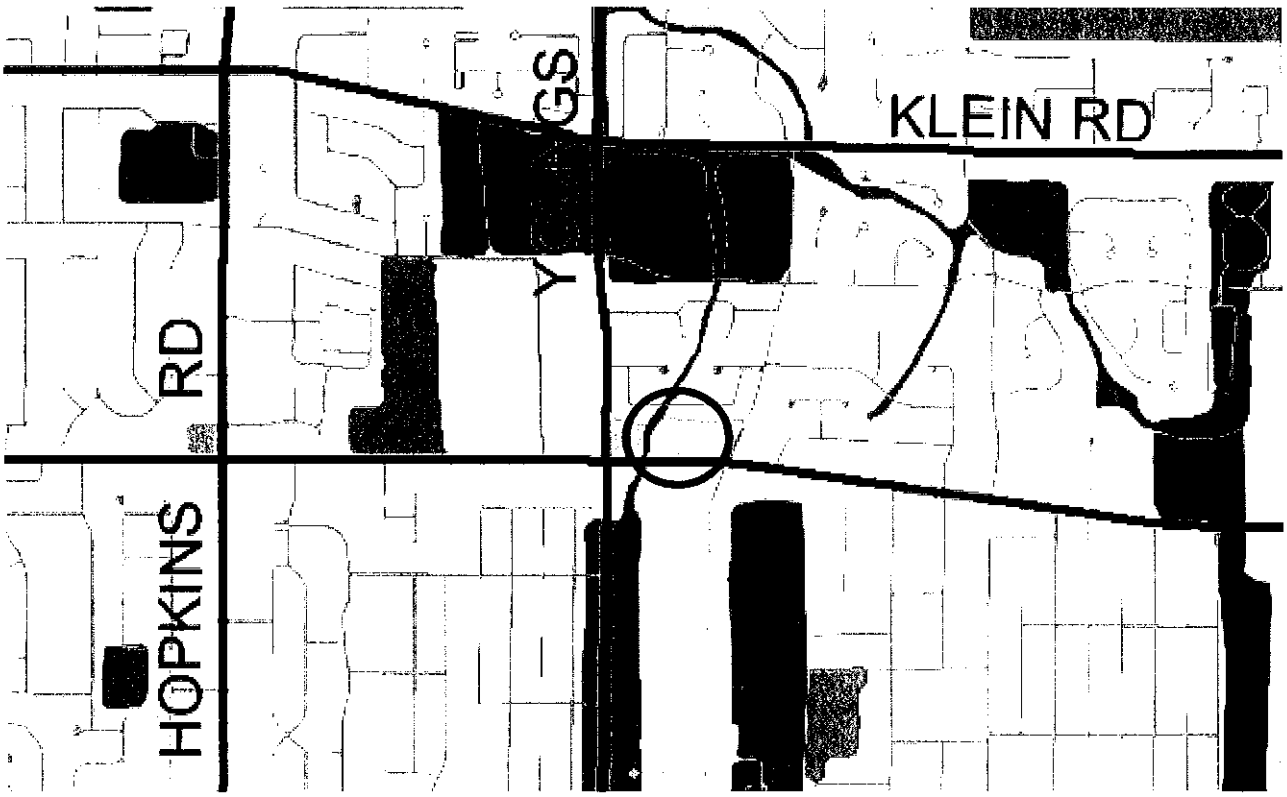



**FIGURE 6**

Figure 6-A below does not identify the subject properties as either a Commercial/Mixed-Use Center or Corridor. Section 3.3.2 in the Plan identifies Suburban Forms of development, separating these into two categories: Centers and Corridors. It states that *"the typical corridor features a linear pattern of parcels along a roadway. Depending on the commercial corridor, parcel depths can be shallow or much deeper."* The subject parcels are consistent with this description, however, because of their direct adjacency to residential uses and non-adjacency to a current commercial/mixed-use center, a designation to Commercial/Mixed-Use in Figure 6 and to a Suburban Corridor in Figure 6A would not be appropriate. To connect to Center #53 (Maple/Ayer) in Figure 6A, the existing center would have to be expanded to include parcels containing a medical office and single-family home on the northwest corner of Maple and Ayer Roads, deeming them non-conforming, which the Town could not support.

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

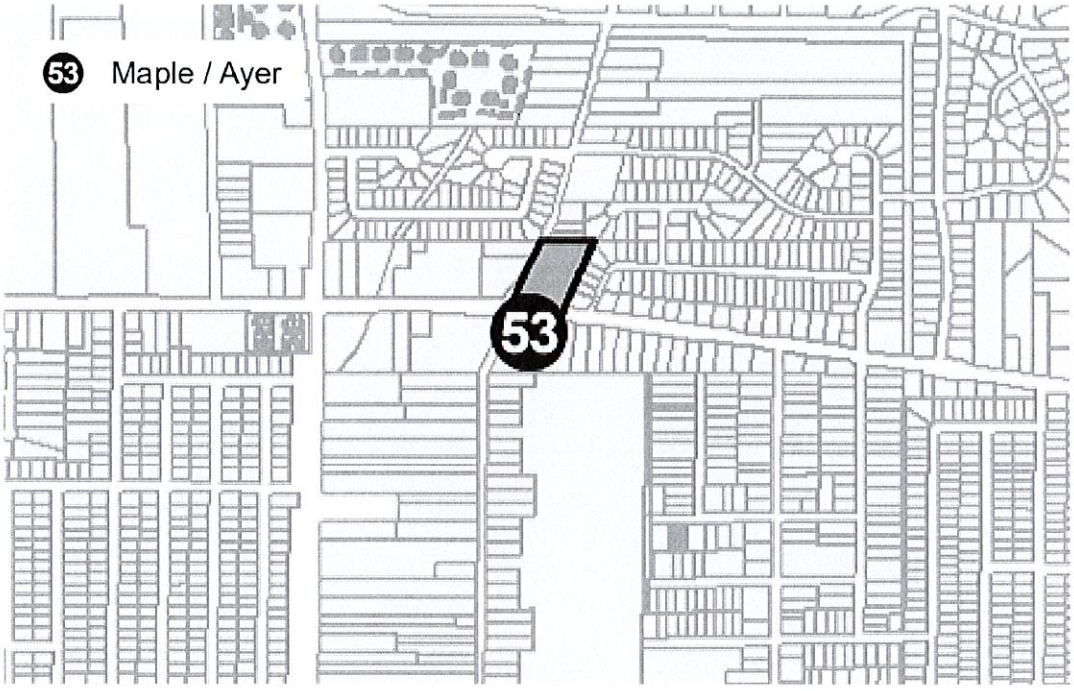
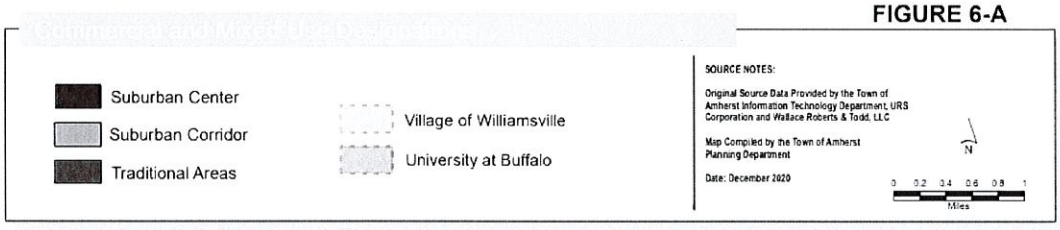



FIGURE 6-A




The new Mixed-Use Districts in Section 5A of the Town's Zoning Ordinance offer a variety of Suburban Retrofit districts for commercial/mixed-use centers. The use of these districts are meant to support "retrofit" or revitalization of existing commercial areas in Town identified on Figure 6A. The Plan describes Suburban Centers and Corridors as places that *"require revitalization through reinvestment, redevelopment, or retrofitting existing buildings/sites to remain competitive"* (Policy 3-9). As the subject parcels are currently vacant, re-designating them in the Plan along with a rezoning to follow would be inconsistent with the goals of both the Plan and the Code.

This is a review only and does not constitute approval of the Bicentennial Comprehensive Plan Amendment Request. Should you have questions regarding this correspondence, please contact Scott A. Marshall, Principal Planner at smarshall@amherst.ny.us or Roberta Rappoccio, Associate Planner at rrappoccio@amherst.ny.us

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/SM/bf
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2022\BCPA-2022-02_(1720_1740_&_1760)_2022\BCPA-2022-02_Pln_Dpt_Rvw_05132022.doc
cc: Daniel Ulatowski, Zoning Enforcement Officer

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

March 30, 2022

TO: Timothy Koller, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Supt. of Hwys/Mark Gortzig Crew Chief
Chris Schregel, Traffic/Safety Coordinator
Bryan Parnell, Fire Chiefs' Association
Integrated Review Coordinator, ECDEP

FROM: Scott Marshall, Principal Planner TV

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN – FOR 5.1± ACRES OF LAND FROM COMMERCIAL OFFICE TO COMMERCIAL MIXED-USE (SURBURBAN CORRIDOR); **BCPA-2022-02**; PROPERTY LOCATED AT **1720, 1740 AND 1760 MAPLE ROAD.** PB INVESTORS, LLC, PETITIONER.

**REVIEW**:

☐ No concerns with request

☒ The following additional information is required to complete review: ADEQUACY OF SANITARY SEWER FOR MORE INTENSIVE LAND USES.

☐ Request is not reviewable because: _____

☒ General comments relative to your agency's interests: REQUEST SHOULD BE DENIED, SEE ATTACHED MEMORANDUM.

Please provide comments by _____, **2022**

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

**Reviewed By:** D.J. Ulatowski **Date:** 5/9/2022
DANIEL J. ULATOWSKI, AICP, ZEO

DU/TV/bf
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\BCPA-2022-02_(1720_1740_&_1760)_2022\BCPA-2022-02_Transmittal_033022.doc
cc: Scott Marshall, Principal Planner





Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AICP
Planning Director

Daniel J. Ulatowski, AICP
Assistant Planning Director

*Transmitted electronically*

MEMORANDUM

**TO:** File

**FROM:** Daniel J. Ulatowski, AICP, Assistant Planning Director/ZEO

**DATE:** May 9, 2022

**RE:** **BCPA Amendment Request 2022-02 – 1720,1740 & 1760 Maple Road**

The subject request should be denied.

Section 3.3.2 (Commercial and Mixed-Use) of the comprehensive plan was influenced heavily by the Imagine Amherst Project which began in February of 2016. During the planning of the project, emphasis was given to four typologies to define existing and proposed commercial and mixed-use centers, these included: (1) low scale nodes, (2) medium scale nodes, (3) corridors and (4) centers.

During the Town's analysis of existing and proposed commercial and mixed-use centers, lands which were zoned (OB), Office Building were purposefully not included, the town's focus was on lands utilized for commercial retail and service. The (OB) Office Building district lands were excluded from analysis because such lands were considered a compatible land use adjacent to low density single family uses. During analysis, the north east corner of Maple and Ayer Roads (area 52 now 53) was identified as a suburban low scale node, to have a scale of 2.5 stories. Figure 6A as shown below was representative of this fact, as it was adopted as an amendment to the Comprehensive Plan by the Town Board on December 11, 2017.

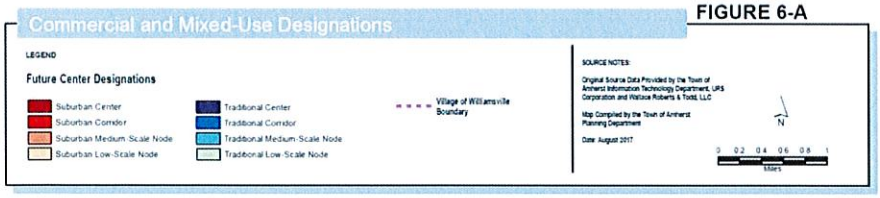
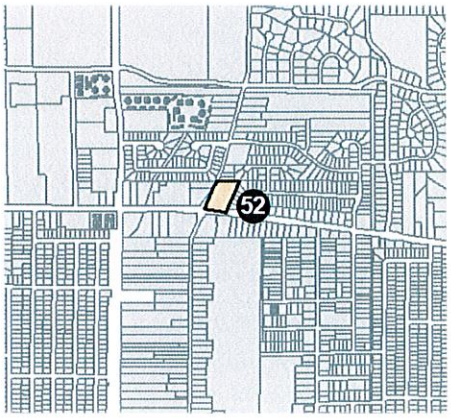



FIGURE 6-A




EXCERPTS FROM 2017 COMPREHENSIVE PLAN



Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

As a consequence of amending the town zoning ordinance to provide for mixed-use development, the low scale and medium node typologies both in suburban form and traditional form became less prominent in favor of traditional form infill development, corridors and centers. Although, Maple and Ayer Roads (area 52/53) is now depicted on figure 6A as a suburban corridor, it continues to function as a node and its geographic limits should be constrained to a node.

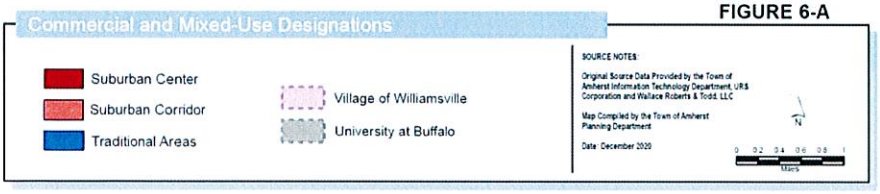
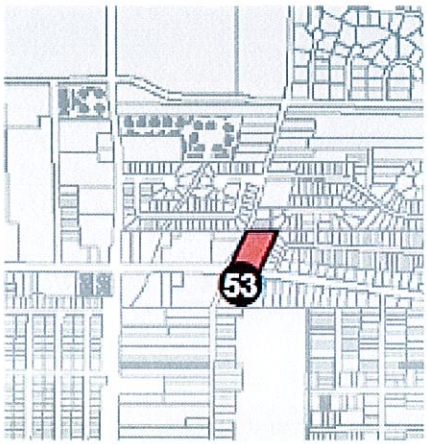



FIGURE 6-A




EXCERPTS FROM 2020 COMPREHENSIVE PLAN

The paragraphs on page 3-43 of the comprehensive plan pertaining to the "expansion of existing centers" was purposefully written to limit the expansion of mixed-use areas. The intent of the Imagine Amherst planning initiative was to encourage reinvestment and redevelopment in areas that would benefit from such reinvestment. Therefore, the 70 geographic areas indicated on Figure 6A were purposefully limited in their geographic scope. The plan further supports this by stating that the

> *"expansion and encroachment of commercial land uses into neighborhoods or extension along roadways should rarely occur, Amherst has adequate commercial and mixed-use zoning in place to accommodate anticipated future demand without expanding the amount of land zoned for these purposes."*

**Proposed Zoning / Scale & Massing**

The petitioner's concept plan proposes a Center 5 (CTR-5) zoning designation. The site is too small to function as a center or provide the required internal road geometry and traditional block configuration, due to its linear site configuration. The proposed east/west center core street does not create a sense of place nor will it offer connections in a north/south pattern. The CTR-5 zoning district permits, 5 stories and a 75 foot maximum building height.

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

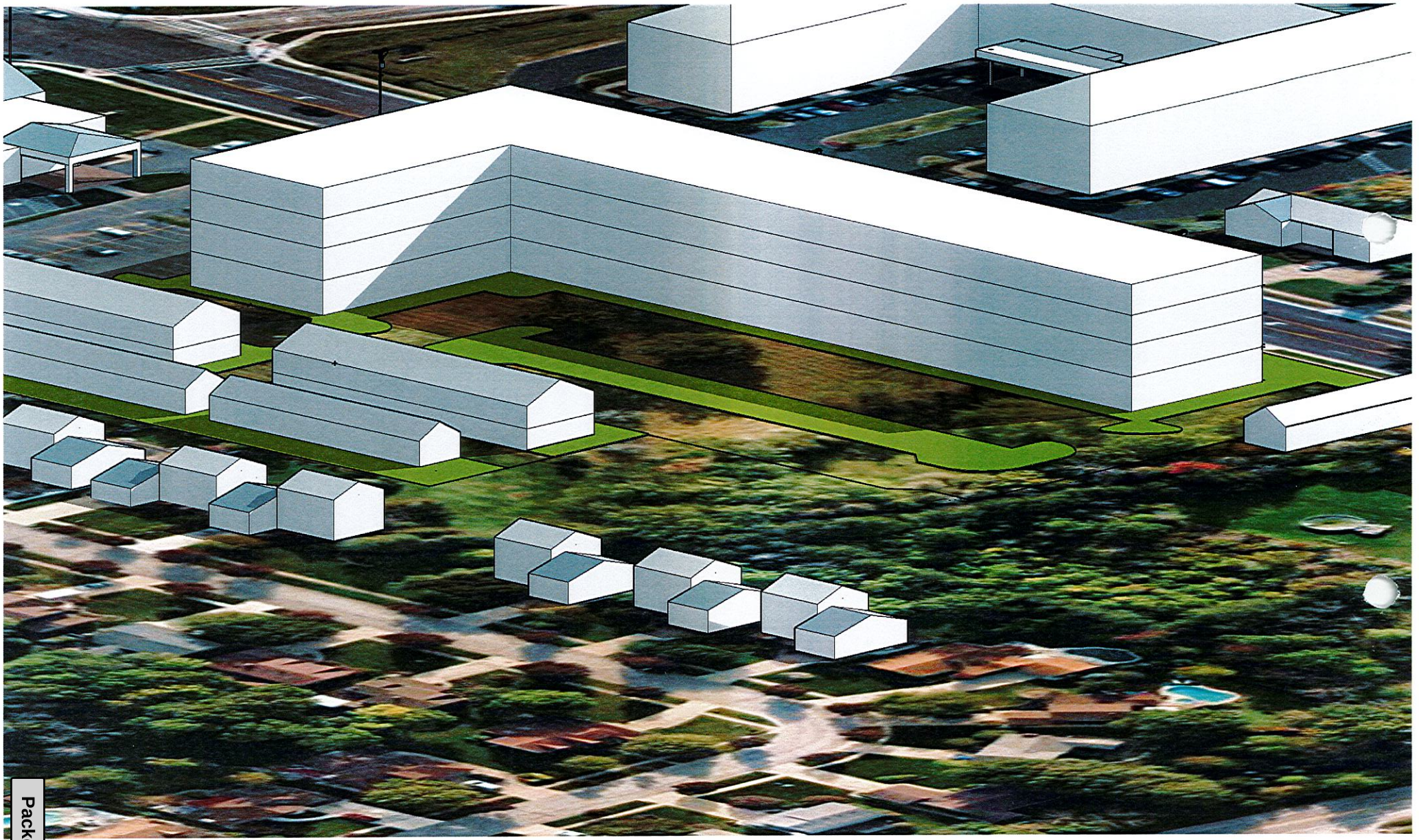
The petitioner's plan proposes a 4 story, 50 foot tall building which is 400 feet long along the Maple Road frontage, along with two story townhomes to transition the scale to the adjacent single family dwellings along the north side of the site. The scale and massing of the mixed-use building is inconsistent with the surrounding community, which is dominated by one and two story dwellings, as well as, one and two story office buildings. The massing model prepared the reviewer as shown on the subsequent pages suggests that the proposed concept is out of scale with the surrounding neighborhood.

**Sewer Capacity**

Before any consideration of changes to future land use are made for the immediate neighborhood, the Town Engineer must provide guidance on the adequacy of the town's sanitary sewer to handle increases in sewer loading associated with more intensive land uses.

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)





Amherst

990069

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

TOWN OF AMHERST
ENGINEERING
DEPARTMENT

2022 APR -1 A 11:34

March 30, 2022

RECEIVED
APR 08 2022
TOWN OF AMHERST
PLANNING DEPT.

TO: Timothy Koller, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Supt. of Hwys/Mark Gortzig Crew Chief
Chris Schregel, Traffic/Safety Coordinator
Bryan Parnell, Fire Chiefs' Association
Integrated Review Coordinator, ECDEP

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN – FOR 5.1± ACRES OF LAND FROM COMMERCIAL OFFICE TO COMMERCIAL MIXED-USE (SURBURBAN CORRIDOR); **BCPA-2022-02**; PROPERTY LOCATED AT **1720, 1740 AND 1760 MAPLE ROAD.** PB INVESTORS, LLC, PETITIONER.

**REVIEW**:

☐ ☒ No concerns with request

☒ The following additional information is required to complete review: MAY REQUIRE A T.I.S.

☒ Request is not reviewable because: PART "J" IN EAF INDICATES NO SUBSTANTIAL INCREASE OF TRAFFIC. DISAGREE WITH THIS RESPONSE

☒ General comments relative to your agency's interests: PEDESTRIAN SAFETY IMPROVEMENTS NEEDED AT AYER/MAPLE INTERSECTION.

Please provide comments by _____, **2022**

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

**Reviewed By:** C. SCHREGEL **Date:** 4/4/22

DU/TV/bf
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\BCPA-2022-02_(1720_1740_&_1760)_2022\BCPA-2022-02_Transmittal_033022.doc
cc: Scott Marshall, Principal Planner



Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

Amherst
Town of Amherst Planning Department
Erie County, New York

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

TOWN OF AMHERST
ENGINEERING
DEPARTMENT

2022 APR - 1 ;..\ 11: 3Lt

March 30, 2022

TO: Timothy Koller, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Jeffrey Burroughs, Town Engineer
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Integrated Review Coordinator, ECDEP

RECEIVED
APR 08 2022
TOWN OF AMHERST
PLANNING DEPT.

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN - FOR 5.1± ACRES OF LAND FROM COMMERCIAL OFFICE TO COMMERCIAL MIXED-USE (SURBURBAN CORRIDOR); **BCPA-2022-02;** PROPERTY LOCATED AT **1720, 1740 AND 1760 MAPLE ROAD.** PB INVESTORS, LLC, PETITIONER.

**REVIEW:**

☐ **No concerns with request**

☐ **The following additional information is required to complete review**: _____

_____

☐ **Request is not reviewable because**: _____

_____

_____

☒ **General comments relative to your agency's interests**: Due to a presumed lack of capacity in the downstream sewers that would service this project, a downstream sewer capacity analysis must be completed in order to determine the viability of this project.

Please provide comments by _____, 2022

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

**Reviewed By:** _____ **Date:** 4/7/22

DU/TV/bf
X:\Current_Planning\Files\Bicentennial Comp Plan Amends\BCP A-2022-02_(1720_1740_&_1760)_2022\BCP A-2022-02_Transmittal_033022.doc
cc: Scott Marshall, Principal Planner



Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

# TOWN OF AMHERST
BUILDING DEPARTMENT
ERIE COUNTY, NEW YORK
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

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

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


RECEIVED
APR 01 2022
TOWN OF AMHERST
PLANNING DEPT.

DATE: April 1, 2022

TO: Scott Marshall

FROM: Doug Gesel Supervising Code Enforcement Officer

RE: Amend BCPA- BCPA-2022-02 @ 1720, 1740, & 1760 Maple Rd

☒ BCPA is: ☐ Subdivision is: ☐ ODA is: ☐ CSP is:

☒ Approved as Submitted

☐ Approved with the following conditions or changes:

☐ Denied for the following reasons:

☐ Not reviewable at this stage because the following information is not provided:

☐ Not applicable to this department at this time.

NOTE:

☐ Floodplain Development Permit required.

☐ Wetlands on property.

☐

*This review was for site compliance only.
*Approval does not grant permission to start construction.

Douglas Gesel

Supervising Code Enforcement Officer
Town of Amherst Building Department

Attachment: BCPA-2022-02 TB letter packet 062722 (RES-2022-607 : 1720, 1740 & 1760 Maple Road)

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26031 **RESOLUTION 2022-608** **DECISION DATE**

# 1811 & 1817 North Forest Road - Amendment to Bicentennial Comprehensive Plan

Request to Amend the Bicentennial Comprehensive Plan from Single Family Residential to Mixed Residential.

**6/27/2022**
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 7:09 PM.

Attorney Jeff Palumbo from Barclay Damon presented.

The following speakers addressed the Town Board and spoke in opposition:
Ronald Daniels, 1825 Maple Rd
Mary Stock, 80 Westport Ct
Donna Weston, 1806 N Forest Rd
Bill Goetzmann, 1850 N Forest Rd
Rodney & Cindy Krysztof, 1841 N Forest Rd
Jim Sahlem, 1840 N Forest Rd
Judy Moskal, 1854 N Forest Rd
Teresa Mistretta, 1835 N Forest Rd

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the July 25th Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 8:02 PM.

| | | |
|---|---|---|
| **RESULT:** | **DECISION DATE [UNANIMOUS]** | **Next: 7/25/2022 7:00 PM** |
| **MOVER:** | Brian J. Kulpa, Supervisor | |
| **SECONDER:** | Jacqualine Berger, Deputy Supervisor | |
| **AYES:** | Kulpa, Berger, Bucki, Lavin, Szukala | |

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Dir

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

**Town Board Agenda of June 27, 2022**

June 21, 2022

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

Subject: Request to amend Figure 6 of the Bicentennial Comprehensive Plan for 0.56 ± acres of land from Single Family Residential to Mixed Residential; property located at 1811 and 1817 North Forest Road, FCJA, LLC, Petitioner. (BCPA-2022-01).

Honorable Members:

The subject properties total 0.56 ± acres and are mostly rectangular in shape and are located on the east side of North Forest Road, approximately 0.2± miles north of the intersection of North Forest Road and West Klein Road. The subject parcels are currently vacant and covered by dense vegetation. North Forest Road is an Erie County highway, designated as a collector roadway 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 Bicentennial Comprehensive Plan to change the land use designation from "Single Family Residential" to "Mixed Residential". The "Mixed Residential" land use designation is meant for a variety of residential housing types that allow for more density than single family residential housing. The subject parcels are zoned R-3 and therefore, to implement a concept plan submitted by the petitioner, a subsequent rezoning request to MFR-4A or a higher density residential district will be necessary if the Town Board agrees to amend the Bicentennial Comprehensive Plan.

There is no history of any previous rezoning requests or site plan approvals for the subject property.

In accordance with New York State Town Law §272-a the Planning Board offers its recommendation to deny the petition based on their attached resolution.

Honorable Town Board

Request to Amend Figure 6 of the Comprehensive Plan for 0.56 ± acres of land from Single Family Residential to Mixed Residential;
property located at 1811 and 1817 North Forest Road
Agenda of June 27, 2022

RECOMMENDATION

The Planning Department requests that if the Town Board desires to act on the Bicentennial Comprehensive Plan Amendment, that a decision date be established after the public hearing so 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\Bicentennail Comp Plan Amends\2022\BCPA-2022-01_(1811_&_1817_N_Forest_Rd)_2022\BCPA-2022-01_TB letter_062722_short.docx
cc: Stanley Sliwa, Town Attorney

Planning Board **Denial**; May 19, 2022
Ayes: 4; Noes: 2 (Gilmour, Kahn); Absent 1 (Giuliani)

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

TOWN OF AMHERST
PLANNING BOARD
COMPREHENSIVE PLAN AMENDMENT
BCPA-2022-01

PETITIONER
FCJA, LLC
c/o Barclay Damon LLP
9276 Main Street, Suite 3
Clarence, NY 14031

PROPERTY LOCATION
1811 & 1817 North Forest Road

MAY 25'22 PM 3:38 RCVD

WHEREAS the Town of Amherst Planning Board on Thursday, May 19, 2022 held a 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 the Planning Board finds that:

A. The proposed request is generally inconsistent with the Zoning Ordinance and with the following sections of the Comprehensive Plan:

- Chapter 2, Plan Concept; Section 2.2, "Vision Statement".
- Chapter 3, Land Use and Development; Section 3.3.1, "Residential Uses".
- Chapter 8, Housing & Neighborhoods; Section 8.1 B "Housing Diversity".

B. The subject property is suitable for uses permitted by the current versus the proposed land use designation.

C. The proposed change does not improve the balance of land uses, and does not meet a specific demand in the Town.

D. The land surrounding the subject request is comprised of single-family housing, developed according to the requirements of the SA and R-3 districts.

NOW THEREFORE BE IT RESOLVED that the Planning Board recommends to the Town Board in accordance with New York State Town Law §272-a Subsection 4, that the request to amend the Bicentennial Comprehensive Plan be denied.

The foregoing resolution was adopted by the Town of Amherst Planning Board, May 19, 2022; moved by Penberthy; seconded by Raffaele; ayes 4, noes 2, absent 1 (Giuliani).

Robert J. Gilmour, Planning Board Chair

5-26-22
Date

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

TOWN OF AMHERST
PLANNING BOARD
COMPREHENSIVE PLAN AMENDMENT
BCPA-2022-01

PETITIONER
FCJA, LLC

PROPERTY LOCATION
1811 & 1817 North Forest Road

MAY 26 '22 PM 3:38 RCVD

TV/ac
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2022\BCPA-2022-01_(1811_&_1817_N_Forest_Rd)_2022\BCPA-2022-01_resolution_051922.doc
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Barclay Damon LLP, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

# TOWN OF AMHERST PLANNING DEPARTMENT

## *Request for Bicentennial Comprehensive Plan Amendment*

***For Official Use***

File #: BCPA-2022-01 Acreage 0.57 Fee $ 15

**Address Verified by Assessor's Office** _____ VERIFIED BY DATE

**Application Received by Planning Department** gmp 3.21.22 ACCEPTED BY DATE

**Materials & Fee Paid to Town Clerk** _____ ACCEPTED BY DATE

| | | **Fill In Applicable Fees** |
|---|---|---|
| **COMPREHENSIVE PLAN AMMENDMENT** | **$0*** | X |
| **AFFIDAVIT FEE FOR PUBLIC HEARING** | **$15** | X |

**Fee schedule subject to change by future Town Board action**

**TOTAL FEE:** $15

## *TO BE COMPLETED BY APPLICANT*

**Petitioner:**

Name: FCJA LLC by Barclay Damon LLP as agent/attorney

Address: 9276 Main Street, Suite 3

Clarence (City) NY (State) 14031 (Zip Code\)

Phone: (716) 858-3878 Fax (716) 768-2728

Email: jpalumbo@barclaydamon.com | agoldberg@barclaydamon.com



Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

**Owner of Land** (if different than above):

Name: FCJA LLC

Address: c/o Barclay Damon LLP - 9276 Main Street, Suite 3

Clarence (City) | NY (State) | 14031 (Zip Code)

Phone: (716) 858-3878 Fax (716) 768-2728

E Mail: jpalumbo@barclaydamon.com | agoldberg@barclaydamon.com

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

Name: Jeffery Palumbo and Ari Goldberg, Barclay Damon LLP

Address: 9276 Main Street, Suite 3

Clarence (City) | NY (State) | 14031 (Zip Code)

Phone: (716) 858-3878 Fax (716) 768-2728

E Mail: jpalumbo@barclaydamon.com | agoldberg@barclaydamon.com

**Petitioner's interest in property**

- ☐ Option to purchase
- ☑ Owner
- ☐ Other (explain) _____

**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)

_____

_____

_____

**Street address(es) of land subject to Bicentennial Comprehensive Plan Amendment:**

1811 North Forest and 1817 North Forest

**SBL #(s):** 55.07-5-63 (1811) and 55.07-5-64 (1817)

**INFORMATION ON REQUEST**

1. **The undersigned hereby requests the Honorable Town Board to amend the following text sections of the Bicentennial Comprehensive Plan:**

   **Section(s) #/page(s):** N/A

**Note:** If the requested amendment does not involve a map change, skip #2 and #3.



Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

**2. The undersigned hereby requests the Honorable Town Board to amend the Conceptual Land Use Map (Figure 6) and/or Commercial and Mixed-Use Designations (Figure 6A) as follows:**

**FROM:**

- ☐ Rural Residential
- ☑ Single Family Residential
- ☐ Mixed Residential
- ☐ Medium Residential
- ☐ Commercial/ Mixed Use*
- ☐ Special Use Center
- ☐ Commercial-Office
- ☐ Industrial-Office
- ☐ Community Facilities
- ☐ Educational Campus
- ☐ Recreation, Open Space, & Greenways
- ☐ Agriculture
- ☐ Transportation

*Additional Designations in Figure 6-A:

- ☐ Suburban Center
- ☐ Suburban Corridor
- ☐ Traditional Areas

**TO:**

- ☐ Rural Residential
- ☐ Single Family Residential
- ☑ Mixed Residential
- ☐ Medium Residential
- ☐ Commercial/ Mixed Use*
- ☐ Special Use Center
- ☐ Commercial-Office
- ☐ Industrial-Office
- ☐ Community Facilities
- ☐ Educational Campus
- ☐ Recreation, Open Space, & Greenways
- ☐ Agriculture
- ☐ Transportation

*Additional Designations in Figure 6A:

- ☐ Suburban Center
- ☐ Suburban Corridor
- ☐ Traditional Areas

**3. Other Bicentennial Comprehensive Plan Map Amendments (if applicable):**

Figure # or Name: Figure 6 Conceptual Land Use Plan - amend figure to mark relevant properties "Mixed Residential"

**4. Information on prospective action (*to be provided in separate attachment*):**

**A.** Description of any prospective action:

**B.** Rationale for request of amendment:

1. How will the requested amendment to the Bicentennial Comprehensive Plan consistent with *Section 2.2 (Vison Statement)*?
2. How will the requested amendment to the Bicentennial Comprehensive Plan consistent with *Section 2.3 (Key Initiatives)*?

**C.** How is the requested amendment align with the defined policies in Sections;

1. *3.0 Land Use and Development?*
2. *4.0 Natural and Cultural Resources?*
3. *5.0 Economic Development?*
4. *6.0 Transportation?*
5. *7.0 Infrastructure?*
6. *8.0 Housing & Neighborhoods?*
7. *9.0 Community Facilities & Services?*

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

## SECTION 809 CERTIFICATION

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

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

Signature of Petitioner

*Subscribed and sworn to before me this* 21 *day of* March, 2022

*Notary Public, Erie County, New York* Claire C. Krueger

see attached authorization

CLAIRE C. KRUEGER
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 02/28/26

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.

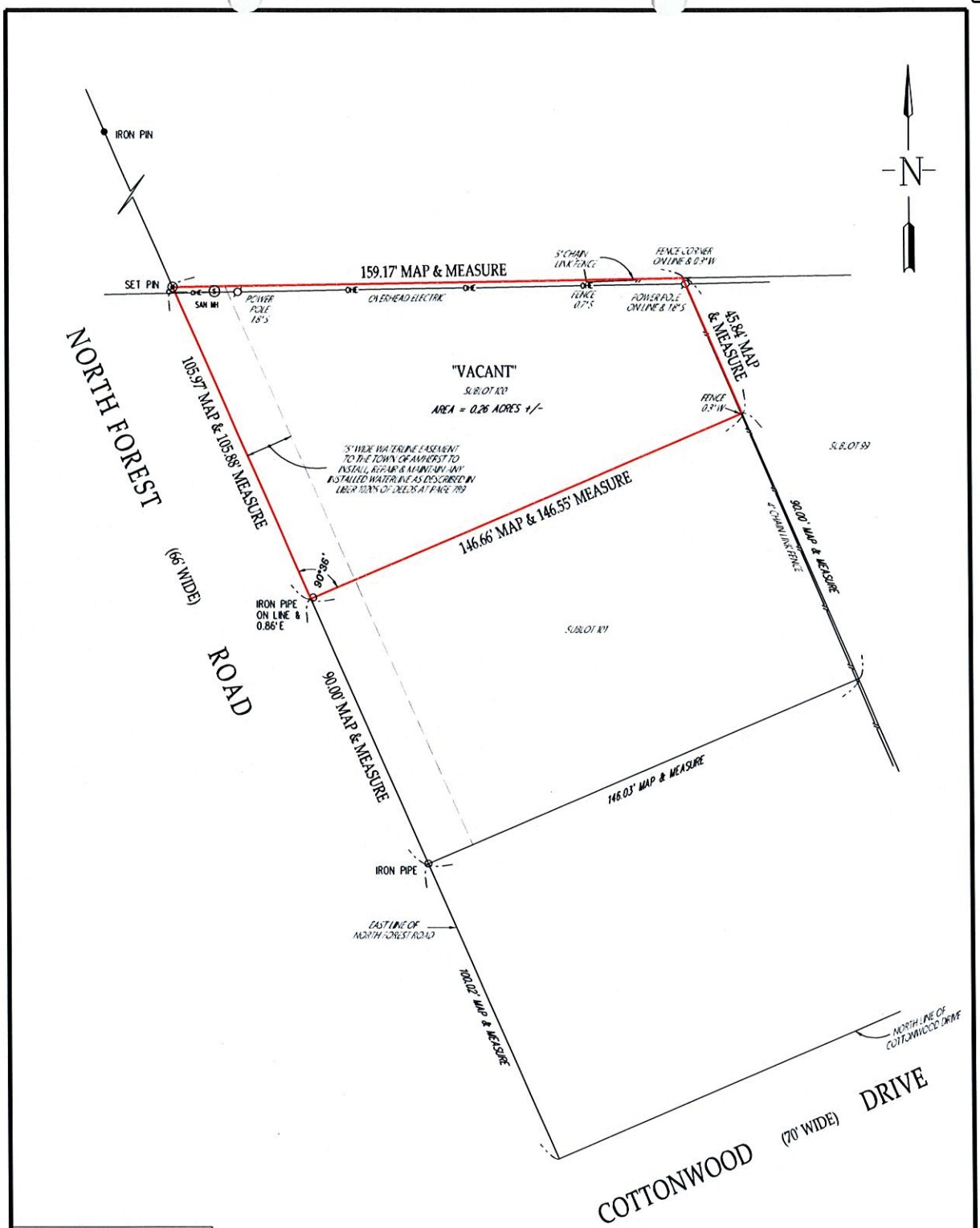


Town of Amherst Planning Department 5583 Main Street Williamsville New York 14221
(716) 631-7051; Fax: (716) 631-7153; Web: www.amherst.ny.us

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

# Surveys of each Property




A COPY OF THIS DOCUMENT WITHOUT A PROPER APPLICATION OF THE SURVEYOR'S EMBOSSED SEAL SHOULD BE ASSUMED TO BE AN UNAUTHORIZED COPY

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND IS SUBJECT TO ANY STATE OF FACTS THAT MAY BE REVEALED BY AN EXAMINATION OF SUCH.

UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY MAP IS A VIOLATION OF SECTION 7209, PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

MAP REFERENCE:
ACCORDING TO A MAP FILED IN THE ERIE COUNTY CLERK'S OFFICE UNDER COVER NO. 2198

| | | |
|---|---|---|
| TOWN: AMHERST | BEING PART OF LOT NO. 62, TOWNSHIP 12, RANGE 7 OF THE HOLLAND LAND COMPANY'S SURVEY | TAX ID NO: 55.07-5-64 |
| COUNTY: ERIE | | REVISIONS: |
| STATE: NEW YORK | | |
| DATE: JULY 14, 2021 | | |
| SCALE: 1" = 30' | DEED REFERENCE: LIBER 9944: PAGE 97 | JOB TITLE: BOUNDARY SURVEY |
| JOB NO: 1189-21 | | DRAWING OF: |

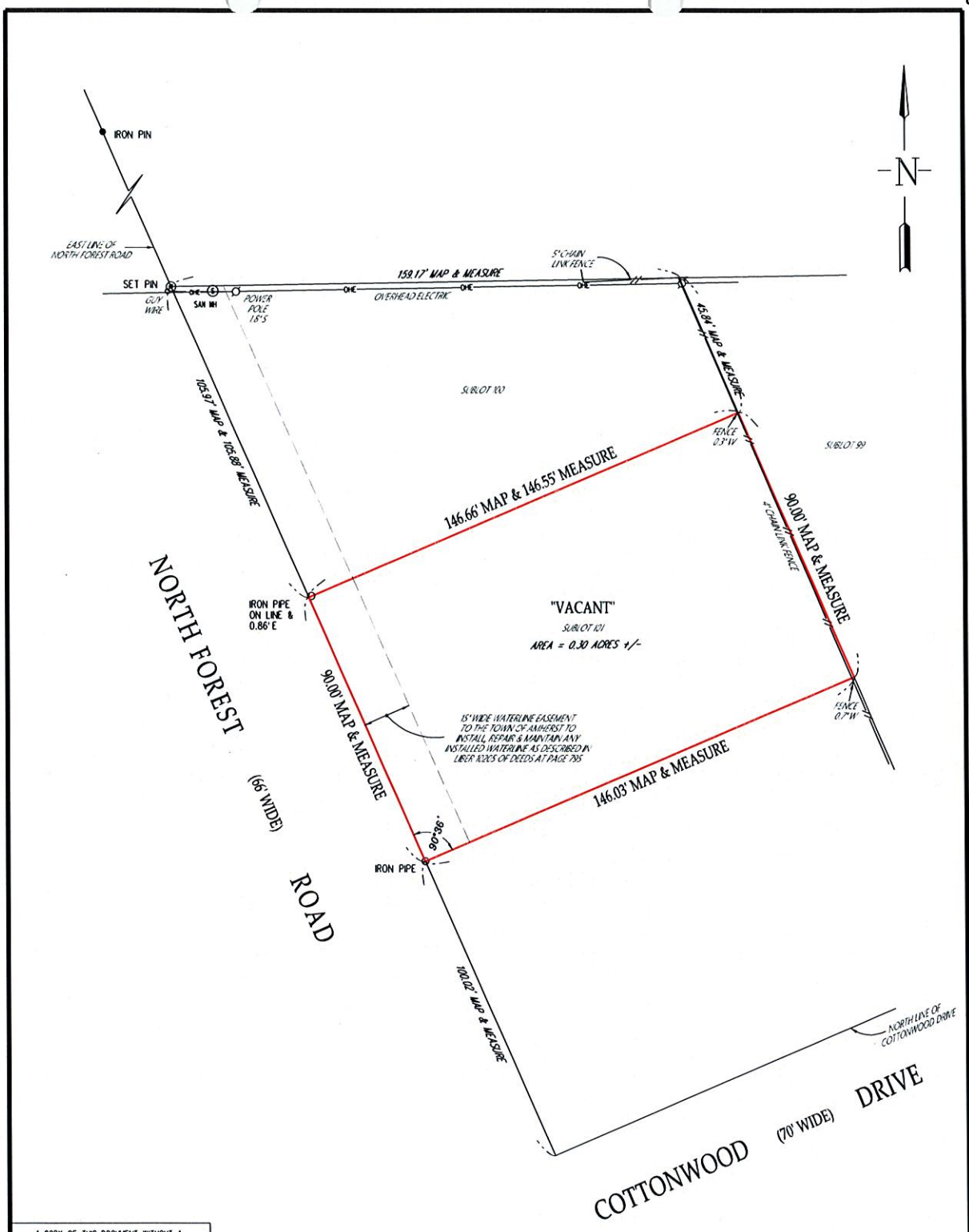
LANDS OWNED BY:
ANNETTE T. MUSSACHIO

TERRA POINTE LAND SURVEYING, PLLC
1352 Swann Road
Youngstown, NY 14174
Phone: 716-205-3310
Email: mark.hare@terrapointepllc.com

MARK S. HARE LIC. NO: 50840

©TERRA POINTE LAND SURVEYING PLLC. - ALL RIGHTS RESERVED

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)




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| SCALE: 1" = 30' | DEED REFERENCE: LIBER 9944: PAGE 97 | JOB TITLE: BOUNDARY SURVEY |
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LANDS OWNED BY:
ANNETTE T. MUSSACHIO

TERRA POINTE LAND SURVEYING, PLLC
1352 Swann Road
Youngstown, NY 14174
Phone & Fax: 716-205-3310
Email: mark.hare@terrapointepllc.com

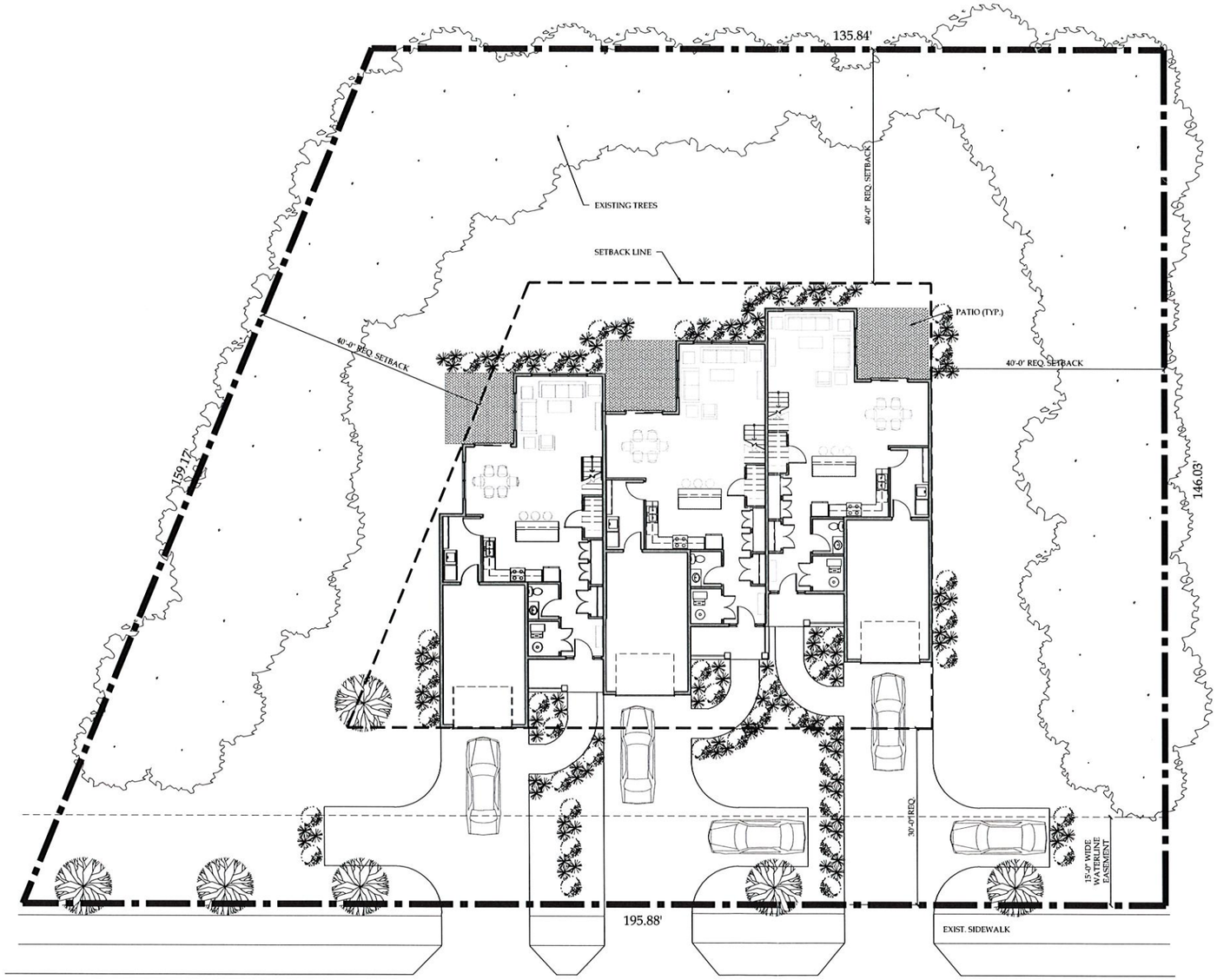
MARK S. HARE LIC. NO: 50840

©TERRA POINTE LAND SURVEYING PLLC. - ALL RIGHTS RESERVED

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

# Preliminary Site Plan




A1 SITE PLAN
SCALE: 1:10

SITE DATA:

SITE AREA- 0.56 ACRES

CURRENT ZONING - R3
REZONED TO - MFR -4
(ATTACHED DWELLING UNITS)

SETBACKS-
FRONT - 30'
SIDE - 40'
REAR - 40'

RECEIVED
MAR 21 2022
TOWN OF AMHERST
PLANNING DEPT.

NOTICE
This document, the property of, prepared and issued by the architect, is submitted for the specific project namely _____ and the recipient by accepting this document assumes custody and agrees that this document will not be copied or reproduced in part or in whole, and any special features peculiar to this design shall not be incorporated in any other project, unless prior agreement has been obtained in writing. These documents will be returned immediately upon completion of the project or upon the request of the architect.
This document is the exclusive property of the architect, no rights to ownership are transferable, or shall be lost by the filing of this document with any and all public authorities for the purpose of compliance with Codes and or Ordinances, i.e. Building Permit, etc.

JOE JACOBI
REAL ESTATE DEVELOPMENT
CONSTRUCTION
MANAGEMENT

# North Forest Townhomes

Amherst NY

ISSUE:

SA PROJECT TEAM: PRINCIPAL P.Silvestri
PROJ. ARCH. _____ DRAFTER _____
JOB CAPT. _____ INTERIORS _____

SEAL:

TITLE:

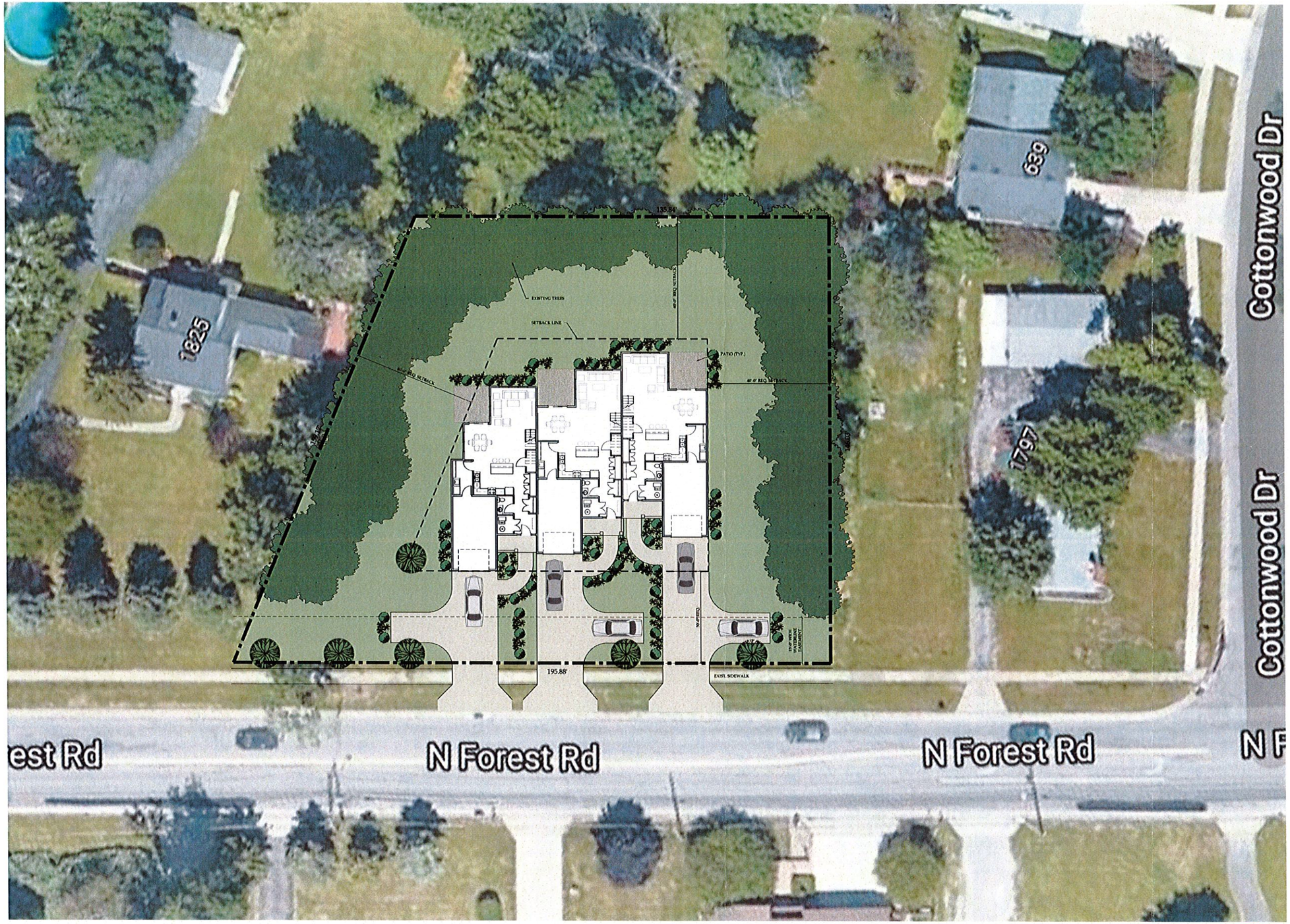
## SITE PLAN

SILVESTRI
ARCHITECTS • PC
1321 MILLERSPORT HWY PH. 716.691.0900
AMHERST, NY 14221 FAX 716.691.4773

SA JOB #: 21137.01
DATE: 1-5-2022

DRAWING #: AS-101

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)




A1 SITE PLAN

N

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JOE JACOBI
REAL ESTATE DEVELOPMENT
CONSTRUCTION
MANAGEMENT

# North Forest Townhomes

Amherst NY

ISSUE:

SA PROJECT TEAM: PRINCIPAL P.Silvestri
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JOB CAPT. _____ INTERIORS _____

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TITLE:

## COLOR SITE PLAN

SILVESTRI
ARCHITECTS · PC
1321 MILLERSPORT HWY PH: 716 691 0900
AMHERST, NY 14221 FAX: 716 691 4773

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# Preliminary Architectural Elevations and Floorplans



A2 PROPOSED ELEVATIONS

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JOE JACOBI
REAL ESTATE DEVELOPMENT
CONSTRUCTION
MANAGEMENT

# North Forest Townhomes

Amherst NY

ISSUE:

SA PROJECT TEAM: PRINCIPAL P.Silvestri
PROJ. ARCH. _____ DRAFTER _____
JOB CAPT. _____ INTERIORS _____

SEAL:

TITLE:

## PROPOSED ELEVATIONS

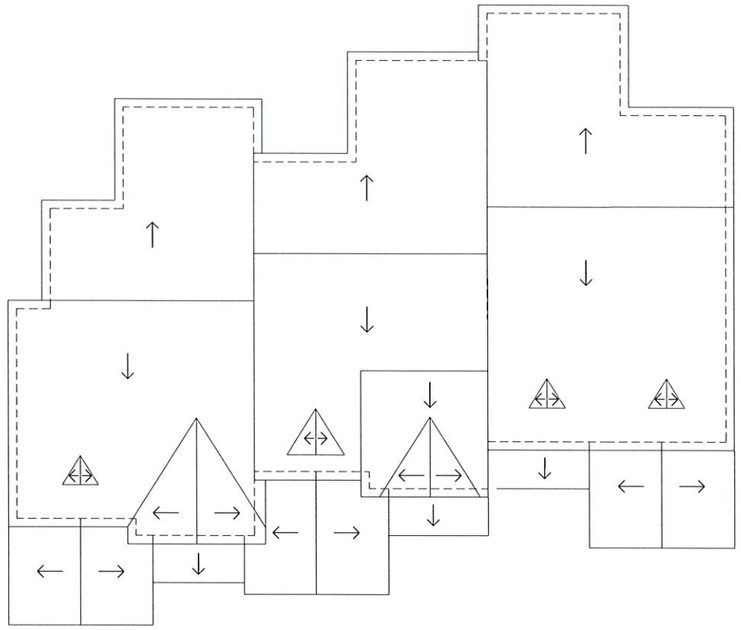
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ARCHITECTS · PC
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AMHERST, NY 14221 FAX 716.691.4773

SA JOB #: 21137.01
DATE: 1-5-2022

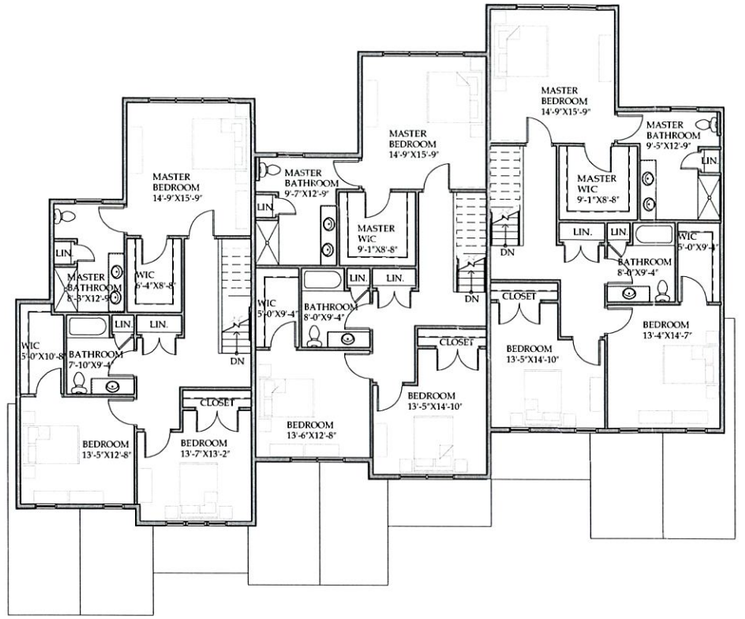
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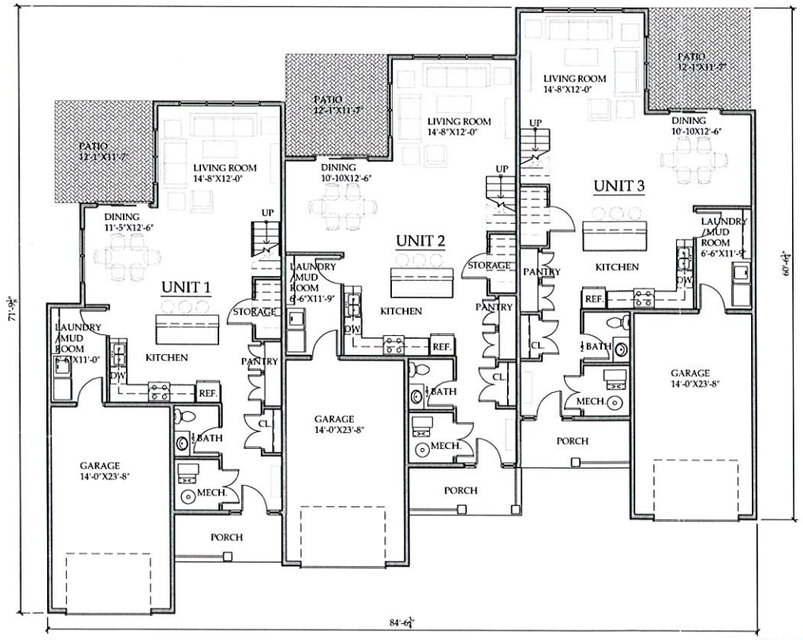
Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)



A1 ROOF PLAN
1/8"=1'-0"




C4 SECOND FLOOR
1/8"=1'-0"




A4 FIRST FLOOR PLAN
1/8"=1'-0"

SQUARE FEET SUMMARY:
UNIT 1: 2214 SF
UNIT 2: 2289 SF
UNIT 3: 2327 SF

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JOE JACOBI
REAL ESTATE DEVELOPMENT
CONSTRUCTION
MANAGEMENT

# North Forest Townhomes

Amherst NY

ISSUE:

SA PROJECT TEAM: PRINCIPAL P.Silvestri
PROJ. ARCH. _____ DRAFTER _____
JOB CAPT. _____ INTERIORS _____

SEAL:

TITLE:

## FLOOR PLANS & ROOF PLAN

SILVESTRI
ARCHITECTS · PC
1321 MILLERSPORT HWY PH. 716.691.0900
AMHERST, NY 14221 FAX 716.691.4773

SA JOB #: 21137.01
DATE: 1-5-2022
DRAWING #: A-101

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

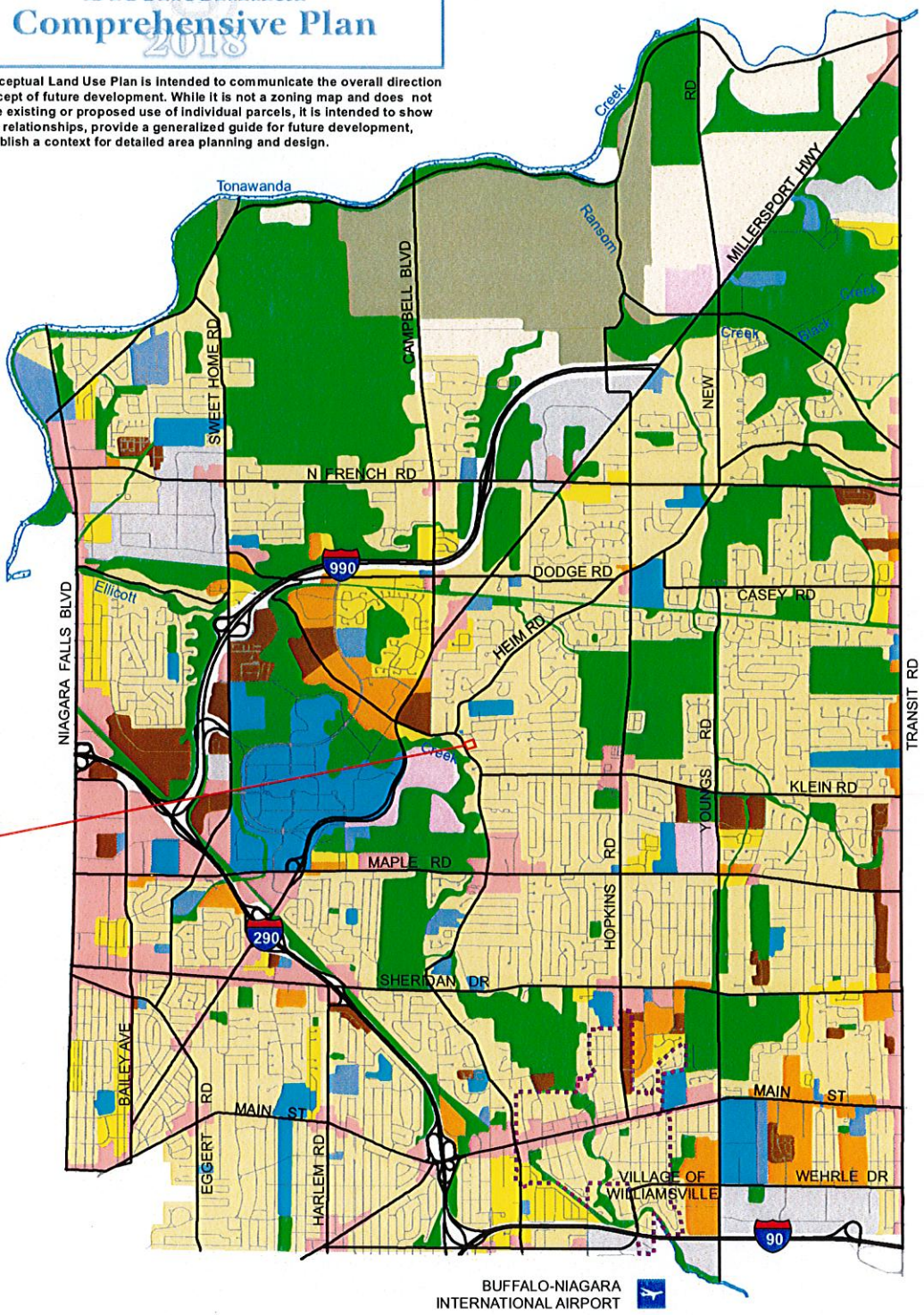
Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

# Map Graphic
# depicting requested Comprehensive Plan Change

# Town of Amherst Bicentennial Comprehensive Plan

1818 2018

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.




Properties Location

Requested Classification

## Conceptual Land Use Plan

- Rural Residential
- Single Family Residential
- Mixed Residential
- Medium Residential
- Commercial / Mixed Use*
- Special Use Center
- Commercial - Office
- Industrial - Office
- Community Facilities
- Educational Campus
- Recreation, Open Space & Greenways
- Agriculture
- Transportation
- Surface Water
- Village of Williamsville Boundary

* See Map Figure 6-A for Additional Designations

SOURCE NOTES:

Original Source Data Provided by the Town of Amherst Information Technology Department, URS Corporation and Wallace Roberts & Todd, LLC

Map Compiled by the Town of Amherst Planning Department

Date: December 2020

N

0 0.25 0.5 0.75 1 1.25 Miles

**FIGURE 6**

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

# Comprehensive Plan Amendment Analysis

**Comprehensive Plan Amendment Analysis**
1811 and 1817 North Forest Road

As set forth in the Town of Amherst Bicentennial Comprehensive Plan ("Comprehensive Plan") Amendment Application Form, Petitioner must provide information on the prospective action in relation to the Comprehensive Plan. The Application Form questions are outlined below in bold with Petitioner's responses noted.

**Information on prospective action (to be provided in separate attachment):**

**A. Description of any prospective action:**

*Petitioner's Response*:
FCJA LLC ("Petitioner") is record property owner of 1811 North Forest Road, SBL 55.07-5-63, and the immediately adjoining 1817 North Forest Road, SBL 55.04-5-64 ("Properties"), in the Town. Petitioner to seeks an infill development of the residential Properties with a three-unit, two-story structure ("Development"). The three units of the Development will be approximately 2,200-2,300 SF each, feature a one-car garage, individual driveways, private patios, and three bedrooms each. Meanwhile, the Properties are 0.57 acres in total. The prospective action will disturb only 0.37 acres of the Properties and leave a substantial vegetative buffer of existing trees surrounding the neighboring parcels. The design of the prospective action fits within then established residential suburban neighborhood character. Preliminary Site Plans and Elevations are enclosed with this application.

Importantly, the Properties are currently zoned R-3, and, combined, the Properties have 195' of width. Under the Town Zoning regulations, R-3 zoned lots must have a minimum lot width of 65'. Petitioner could subdivide the Properties to form three compliant R-3 properties and construct three separate single family homes. Instead, Petitioner is seeking the infill Development that minimizes lot clearance and offers a new type of residence to the area.

**B. Rationale for request of amendment:**

1. **How will the requested amendment to the Bicentennial Comprehensive Plan consistent with Section 2.2 (Vison Statement)?**

*Petitioner's Response*:
The requested amendment enhances "livability" of the area in offering additional choice in lifestyle and housing in this suburban, residential area. Likewise, the requested amendment enhances "community character" by continuing investment into older neighborhoods. Also, the requested amendment and subsequent Development meet the high standard for the quality of development existing in the character in the community because the Development is not out of scale with existing patterns of development and design of neighboring homes. The Development adds only one additional unit compared with what is permitted as of

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

right on the Properties now—two single-family homes as opposed to three adjoining units possible with this amendment. Lastly, the requested amendment is consistent with the "shared direction" as set forth in the Comprehensive Plan because it enhances the diverse economy of the Town, strengthening the tax base and attraction to the community by carefully and strategically using vacant land along a suburban corridor with an infill Development that matches the suburban, residential community character of the area.

2. **How will the requested amendment to the Bicentennial Comprehensive Plan consistent with Section 2.3 (Key Initiatives)?**

*Petitioner's Response*:
With regards to "Aesthetic/Community Character," the requested amendment does not detract from the renowned beauty, character, and environmental quality of the Town. While the requested amendment permits the Development on vacant land, the Properties are nonetheless zoned for residential development. As shown in the preliminary design documents enclosed with this application, the exterior compliments existing community character while working in new trends and building materials. The roofline is appropriate for the area, too. As mentioned above, the requested amendment and subsequent Development only adds a single additional unit from what is currently permitted. By centering the Development across two parcels, the Petitioner is also able to maintain the substantial existing vegetation's/trees on the Properties—the Development will clear 0.37 of the 0.57 acres, leaving the rest in its current, treed state to screen the new residences. The requested amendment is therefore consistent with the "Aesthetic/Community Character" key initiative of the Comprehensive Plan.

The requested amendment is also consistent with the "Education" key initiative. The requested amendment adds residences to a residential area in close proximity to the University at Buffalo. In turn, three new units of housing helps the growth of the University by offering variety of housing types.

The requested amendment is consistent with the "Revitalization" key initiative. This area of the Town is no longer at the suburban-rural fringe. Rather, the area is decidedly residential. The requested amendment furthers use of the Properties as residential and offers a unique residential infill development that can serve as a model to other similarly situated development.

Lastly, the requested amendment is also consistent with the "Governance" key initiative of the Comprehensive Plan. While the proposed amendment furthers a future rezoning request, the resulting Development does not introduce inconsistency or unfairness in zoning and land usage. Overall, the Properties remain dedicated to residential use and the Development adds only one additional dwelling unit above what is currently permitted. Petitioner also anticipates a rezoning request to one of the Multifamily residential districts, or one of the Town's

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

new Zoning Code Section 5A – Mixed Use Districts, such as Traditional Infill 2.5. In rezoning to one of the Town's newer districts, the Development will be subject to current design standards that set the tone for future infill development in the area.

**C. How does the requested amendment align with the defined policies in Sections:**

**1. 3.0 Land Use and Development?**

*Petitioner's Response*:
The requested amendment adds new, diverse housing and an investment to the established community and does so with a context-sensitive architectural and site design. Ultimately, the Properties call for residential dwellings and the requested amendment and Development result in residential dwellings. Specifically, the requested amendment seeks to have the Properties classified as "Mixed Residential," Comprehensive Plan at p. 3-32, because the Development contains three units on 0.57 acres. Mixed residential is appropriate for residence along collector roads like North Forest Road and as a buffer to more traditional single family neighborhoods. The Properties and Development perfectly capture Mixed Residential as set forth in the Comprehensive Plan.

**2. 4.0 Natural and Cultural Resources?**

*Petitioner's Response*:
The Development is centered on the Properties and consequently disturbs 0.37 of 0.57 acres. The undisturbed acreage will remain entirely treed to screen the Development from neighboring parcels, preserving the status quo in terms of privacy and buffer, while also saving important natural vegetation through strategically limited clearing.

**3. 5.0 Economic Development?**

*Petitioner's Response*:
The proposed amendment balances economic growth and livability by adding only three dwellings where two are permitted and strategically limiting clearance of the Properties to ensure the Development is not obtrusive to established neighboring residences. Similarly, the proximity of new, high-quality living options in close to proximity to the University at Buffalo helps the growth of the University by offering variety of housing types to attract faculty or students. Lastly, in activing the vacant land, the proposed amendment enhances the Town's tax base.

**4. 6.0 Transportation?**

*Petitioner's Response*:
Under the ITE 10th addition, single family dwellings produce one peak hour vehicular trips per unit/dwelling. With three units, the Development adds just three additional cars to North Forest Road at peak hour. Development of the Properties

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

under current zoning would add two cars to North Forest Road. The difference is *de minimis*. The Development will also continue use of the existing sidewalk. In other words, the proposed amendment aligns with Transportation directives by not harming the existing roadway, undermining proposed improvements, or exacerbating traffic conditions on this collector road/suburban corridor.

5. **7.0 Infrastructure?**

*Petitioner's Response*:
The proposed amendment will not stress existing storm sewer or waste water service. The Properties are within the Town of Amherst Consolidated Sanitary Sewer District, so the Development will not be on septic. Combined, the three units within the Development are anticipated to produce an average of 780 gallons per day. The peak flow of the three units combined would be 1,020 gallons. Again, the Properties are slated for residential use and the proposed amendment furthers a residential use.

6. **8.0 Housing & Neighborhoods?**

*Petitioner's Response*:
The proposed amendment furthers the Comprehensive Plan objective to achieve a diversity of housing options. The Petitioner is also an experienced housing developer, which will ensure that the diverse housing option will be well managed and contribute to surrounding neighborhood's health and stability. While the proposed amendment changes the Comprehensive Plan conceptual land use plan, Figure 6, by making the Properties mixed residential, the change only allows one additional dwelling unit compared to what is currently permitted. In other words, the density desired is not too different from what is permitted—nor from what is possible given required lot widths.

7. **9.0 Community Facilities & Services?**

*Petitioner's Response*:
The proposed amendment furthers a Development located near the Clearfield Community Center, the public facilities on Audubon, and Heim Middle and Elementary Schools. The Town is desirable due to these high quality community facilities and services, which, in turn, makes an infill development like this one desirable to buyers/residents. Again, the proposed amendment only allows one additional dwelling unit compared to what is currently permitted on the Properties and the same amount of dwelling units compared to what is possible given the Properties' combined lot width. That single additional dwelling unit will not detrimentally impact the existing community facilities and services.

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

# Environmental Assessment Form

# *Short Environmental Assessment Form*
## *Part 1 - Project Information*

**Instructions for Completing**

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

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

**Part 1 – Project and Sponsor Information**

Name of Action or Project:
1817 and 1811 North Forest - Comprehensive Plan Amendment, Rezoning, Site Development

Project Location (describe, and attach a location map):
1817 North Forest Road (SBL No. 55.07-5-64) and 1811 North Forest Road (SBL No. 55.07-5-63)

Brief Description of Proposed Action:
Amendment Figure 6 of Town of Amherst Comprehensive Plan, Rezoning Project Location, and subsequent construction of a three unit residential structure on two properties. Proposed Action has been defined broadly to include all site clearing activities.

| Name of Applicant or Sponsor: | Telephone: (716) 858-3878 |
|---|---|
| FCJA LLC by Barclay Damon LLP - | E-Mail: agoldberg@barclaydamon.com |

Address:
9276 Main Street, Suite 3

| City/PO: | State: | Zip Code: |
|---|---|---|
| Clarence | NY | 14031 |

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

3. a. Total acreage of the site of the proposed action? +/- 0.57 acres
   b. Total acreage to be physically disturbed? +/- 0.37 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.57 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☑ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
   ☐ Parkland

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

| | NO | YES | N/A |
|---|---|---|---|
| 5. Is the proposed action, | | | |
| a. A permitted use under the zoning regulations? | ☑ | ☐ | ☐ |
| b. Consistent with the adopted comprehensive plan? | ☑ | ☐ | ☐ |
| 6. Is the proposed action consistent with the predominant character of the existing built or natural landscape? | ☐ | ☑ | |
| 7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____ | ☑ | ☐ | |
| 8. a. Will the proposed action result in a substantial increase in traffic above present levels? | ☑ | ☐ | |
| b. Are public transportation services available at or near the site of the proposed action? | ☑ | ☐ | |
| c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action? | ☐ | ☑ | |
| 9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____ | ☐ | ☑ | |
| 10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____ | ☐ | ☑ | |
| 11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____ | ☐ | ☑ | |
| 12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? | ☐ | ☑ | |
| See attached response to 12.a and 12.b<br>b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? | ☐ | ☑ | |
| 13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? | ☐ | ☑ | |
| b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? | ☑ | ☐ | |
| If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ There are no wetlands or waterbodies on the property. If the proposed action is within 500 feet of a wetland or waterbody the EAF Mapper tool will automatically check "yes" on the pdf of the SEAF. To the west, across North Forest Road, is Ellicott Creek, considered a federal waterbody with associated freshwater forested shrub wetlands and a state river/stream. The proposed action will not impact these adjacent waters and wetlands. | | | |

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

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

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional
☐ Wetland ☐ Urban ☑ Suburban

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

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

Applicant/sponsor/name: FCJA LLC by Barclay Damon LLP Date: March 21, 2022

Signature: /s/ Ari M. Goldberg Title: attorney/agent

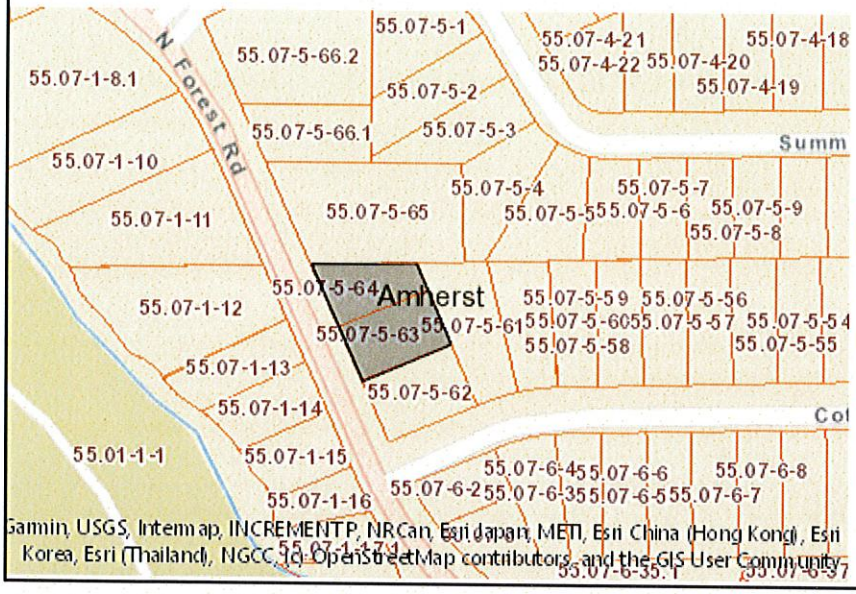
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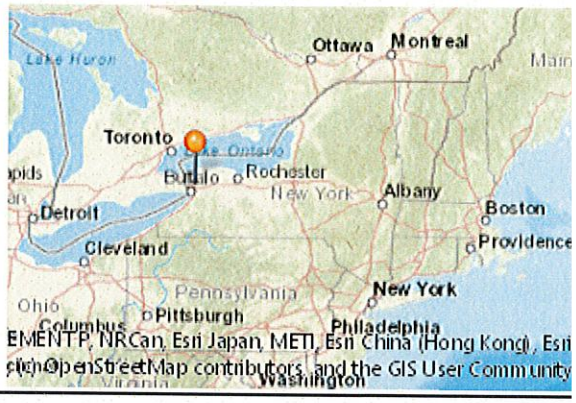
Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

# EAF Mapper Summary Report

Monday, March 21, 2022 8:42 AM




**Disclaimer:** The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.




| | |
|---|---|
| Part 1 / Question 7 [Critical Environmental Area] | No |
| Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites] | Yes |
| Part 1 / Question 12b [Archeological Sites] | Yes |
| Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies] | Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook. |
| Part 1 / Question 15 [Threatened or Endangered Animal] | No |
| Part 1 / Question 16 [100 Year Flood Plain] | No |
| Part 1 / Question 20 [Remediation Site] | No |

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

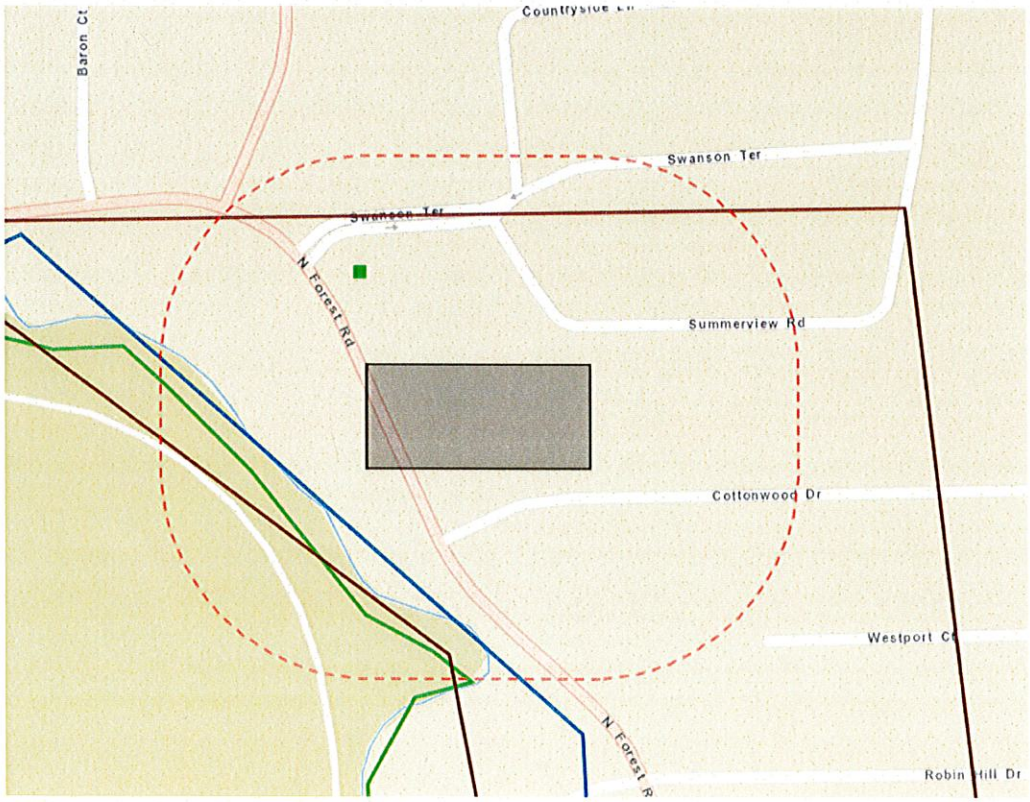
| | NO | YES |
|---|---|---|
| 12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation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

**12.a**

If the proposed action is within 500' of a listed resource, or resource that has been determined by the Commissioner of OPRHP to be eligible for listing on the State Register of Historic Places, the Ethe EAF Mapper will automatically check "yes" on the PDF of the EAF. Project is within 500' of 1841 North Forest Road, USN Number 02902.000488, which has been determined to be "eligible" for listing as an early farmhouse with transitional Federal and Greek Revival details. The Proposed Action will not impact the property.

**12.b**

If the proposed action is within an area designated as containing "sensitive archaeological resources," the EAF Mapper will automatically check "yes" on the PDF of the EAF. Sensitivity for archaeological sites usually covers large areas. Proposed action is within the "Intensive Level Historic Resources Survey of Selected [Building] Resources in the Town of Amherst," Survey No. 17SR0080, which surveyed the entire Town of Amherst and Village, approximately 35,000 acres. Proposed Action within the comprehensive Town Survey. Proposed Action also adjacent to other smaller-scale building surveys. There are no buildings on the site of the Proposed Action.




Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

# Town Environmental Assessment Form Addendum

# TOWN OF AMHERST
State Environmental Quality Review
*ENVIRONMENTAL ASSESSMENT FORM*
***-- ADDENDUM --***

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 |
|---|---|---|---|---|---|
| Od - Odessa Silt Loam 0-3% slopes | severe | severe | severe | severe | 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  X Not applicable  Petitioner will procure prior to Site Plan

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:

_____

_____

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 3
Source: ITE 10th ed.

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:
780 average flow  1,020 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: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

# Owner Authorization

# AUTHORIZATION

FCJA LLC, record property owner of 1817 North Forest Road, SBL No. 55.07-5-64 and 1811 North Forest Road, SBL No. 55.07-5-63 each in the Town of Amherst, hereby authorize Barclay Damon LLP to file any and all applications along with any necessary supporting documentation, with the Town of Amherst in connection with all approvals sought for the above referenced properties.

FCJA LLC

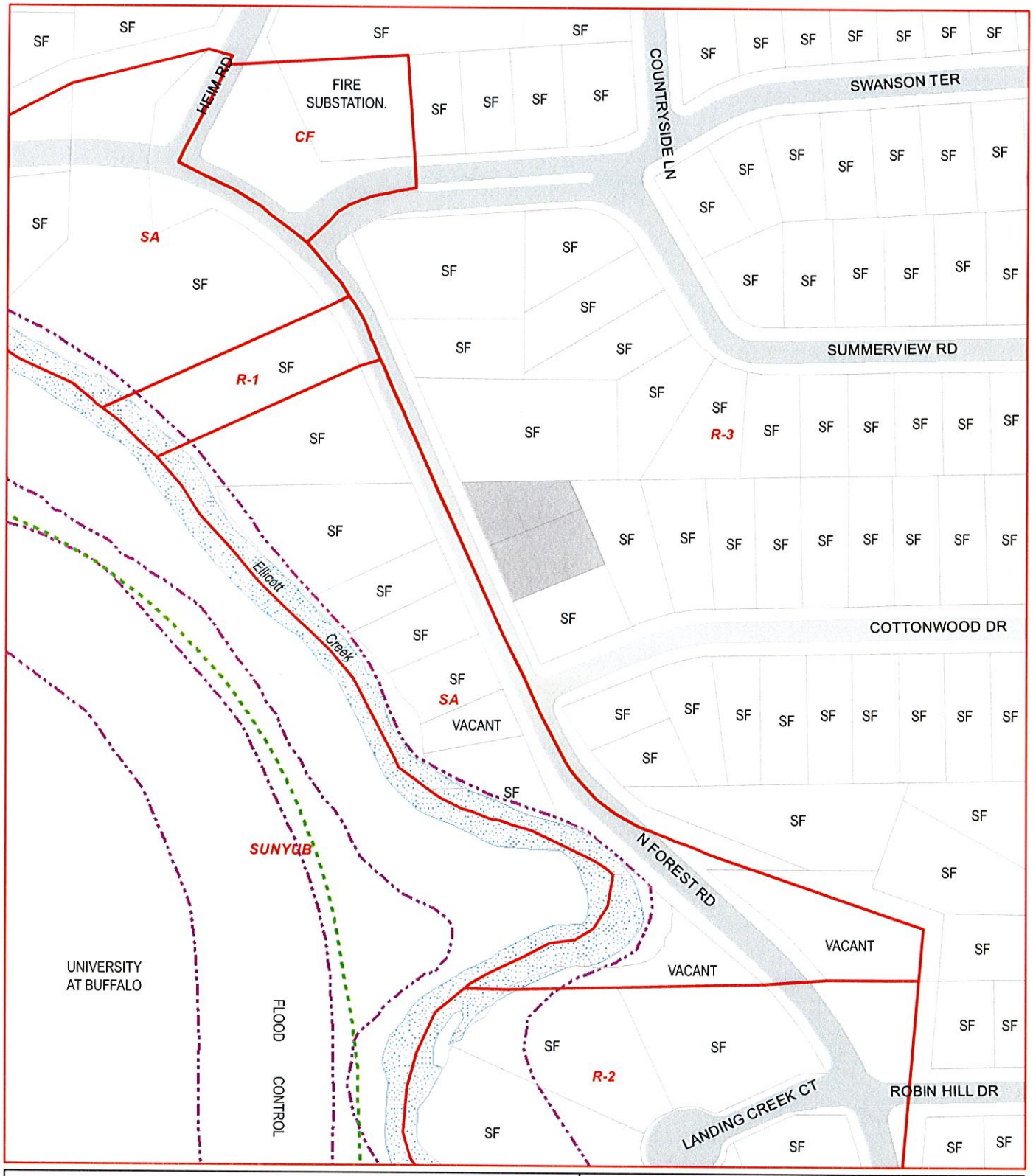
By: DocuSigned by: A1G221EF2D2647E...

Name: Joseph Jacobi

Its: Member

Dated: 03/17/2022

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)




BCPA 2022-01

Request to Amend Figure 6 of the Comprehensive Plan from "Single Family Residential" to "Mixed-Residential"
Property Located at 1811 & 1817 North Forest Road
FCJA LLC, Petitioner

May 19, 2022

1811 & 1817 North Forest Road

Floodway Boundary

Bike Path

Prepared by the Town of Amherst Planning Department

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)




CONCEPT PLAN

BCPA 2022-01
1811 & 1817 N. Forest Road
Received: 3/21/21

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

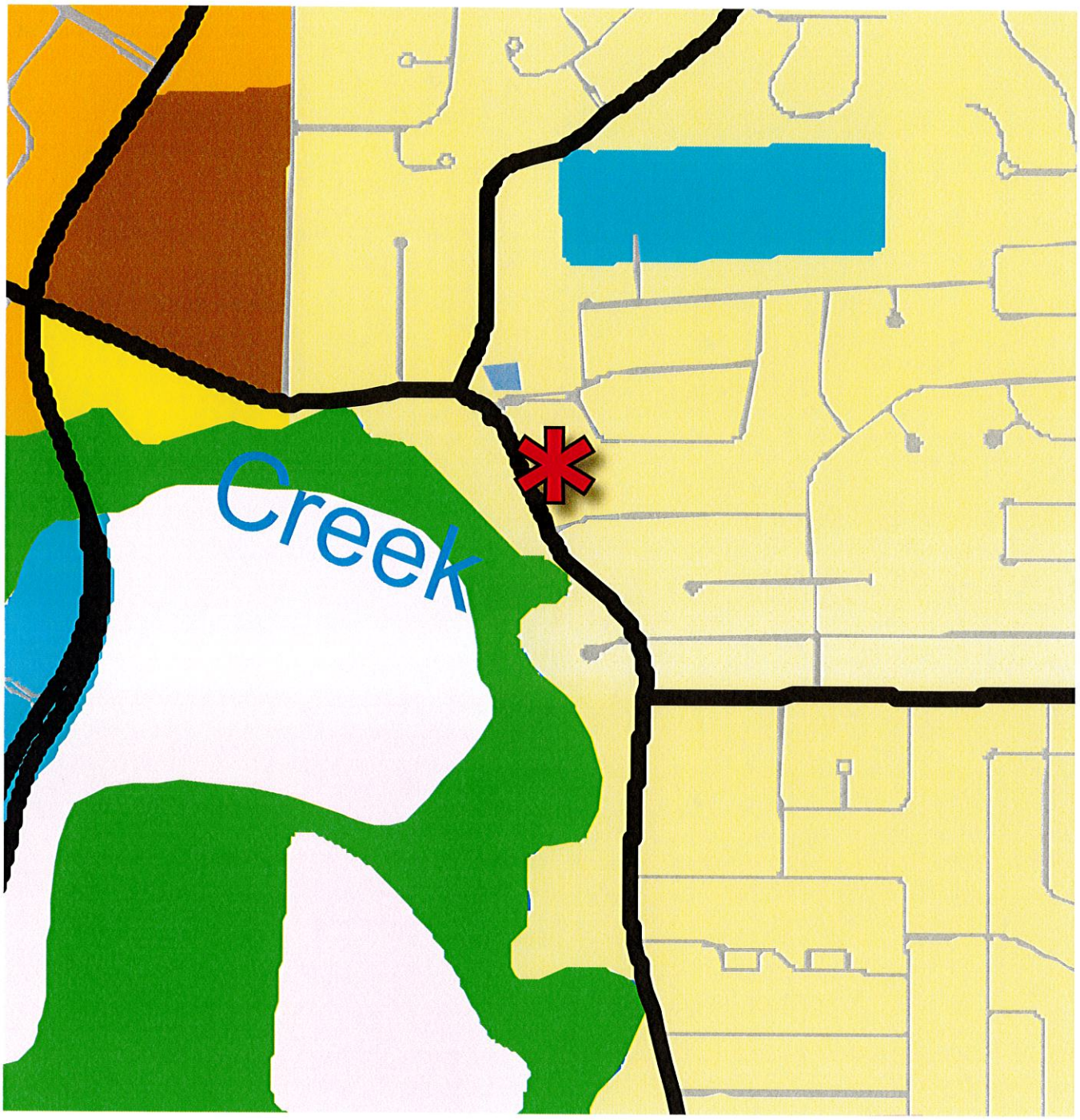


A2 PROPOSED ELEVATIONS

ELEVATION

BCPA 2022-01
1811 & 1817 N. Forest Road
Received: 3/21/21

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)




## FIGURE 6

### Conceptual Land Use Plan

- Rural Residential
- Single Family Residential
- Mixed Residential
- Medium Residential
- Commercial / Mixed Use*
- Special Use Center
- Commercial - Office
- Industrial - Office
- Community Facilities
- Educational Campus
- Recreation, Open Space & Greenways
- Agriculture
- Transportation
- Surface Water
- Village of Williamsville Boundary
- 1811 & 1817 N. Forest Rd

* 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

N

COMPREHENSIVE PLAN

BCPA 2022-01
1811 & 1817 N. Forest Road
Figure 6

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)




BCPA 2022-01

Request to Amend Figure 6 of the Comprehensive Plan from "Single Family Residential" to "Mixed-Residential"
Property Located at 1811 & 1817 North Forest Road
FCJA LLC, Petitioner

May 19, 2022

1811 & 1817 North Forest Road

Floodway Boundary

N

Prepared by the Town of Amherst Planning Department

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel Ulatowski, AICP
Assistant Planning Director

May 11, 2022

Jeff Palumbo, Esquire
Barclay Damon
9276 Main Street, Suite 2
Clarence, New York 14031

SUBJECT: BCPA-2022-01 Bicentennial Comprehensive Plan Amendment Review

| | |
|---|---|
| Proposed: | Amend Comprehensive Plan to change land from Single Family Residential to Mixed Residential (Figure 6) |
| Property located at: | 1811 & 1817 North Forest Road |
| Plans received: | March 21, 2022 |

Dear Mr. Palumbo:

The subject request has been reviewed by staff and resulted in the following findings.

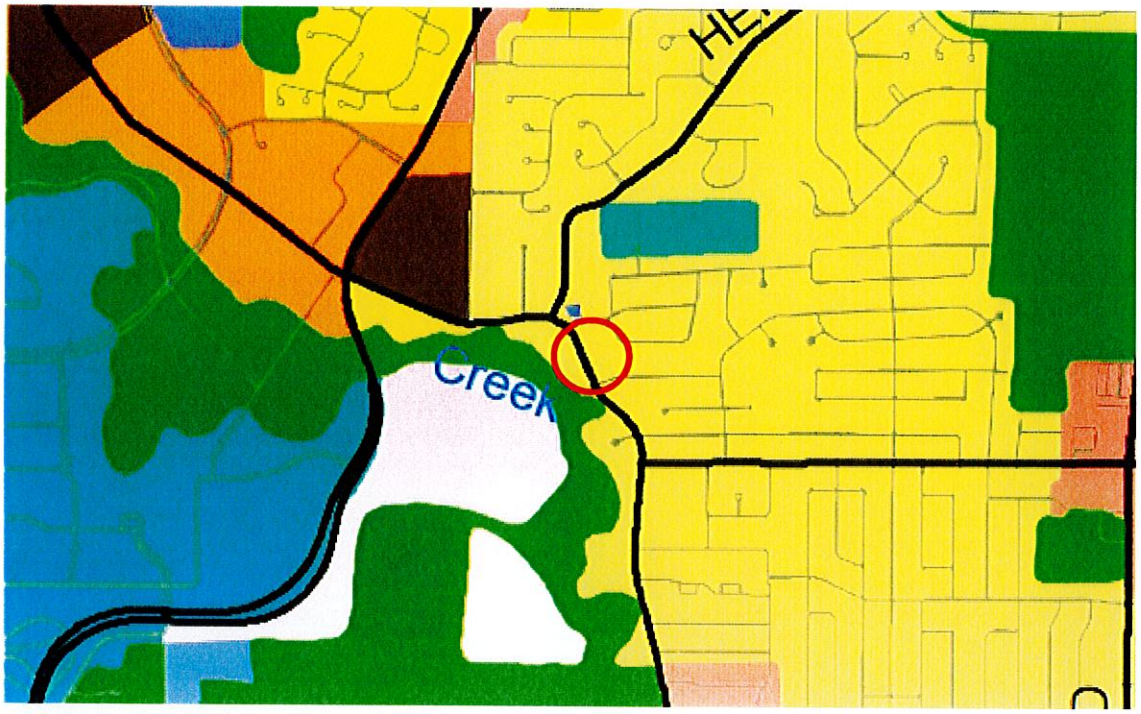
2.2 Vision Statement – Characteristics of Community

**Community Character #5**
The proposed amendment would result in housing development that is not consistent with the existing type and scale of the neighboring homes (attached vs. detached dwellings). The surrounding neighborhood consists entirely of owner-occupied, single-family homes on separate lots. The current plan density recommends density of 2-4 units/acre for detached single family homes.
The density in the proposed land use recommends 4-12 units/acre and the attached form is out of scale with the single family homes adjacent and surrounding the site.

3.0 Land Use and Development

The Conceptual Land Use Plan (Figure 6) recommends that this section of North Forest Road be single-family residential on both sides of the roadway. There are no other land uses proposed around the site.

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)




(Excerpt from Figure 6.)

**Section 3.3.1 Single Family Residential (2 to 4 units/acres)** states that *"Existing single-family residential lands located along traditional and suburban highways, such as Main Street, Sheridan Drive, Maple Road, Hopkins Road and other collectors and arterials help to preserve the residential character and appearance of neighborhoods in Amherst"* (pg. 3-31).

It also states *"While the bulk of the area depicted as Single-Family Residential on Figure 6 is fully developed, opportunities exist for new and infill development. Such development should be consistent with the scale and character of the existing surrounding residential areas…New infill development should also be designed to be consistent with the established character of surrounding/connected neighborhoods."*

The properties adjacent and surrounding the subject property consist of single family residences and are all zoned at a density of 2-4 units/acre. The subject property is consistent with the surrounding land use and therefore consistent with the surrounding community character. In addition, the proposed design of attached dwellings creates a density of 5.7 units per half acre compared with 2.9 units per half acre for single family residential.

**Section 3.3.1. Mixed Residential (4-12 units/acre)** states that *"Typical locations for this residential category include areas of transition between commercial uses and lower density single-family neighborhoods, as well as along collector or arterial highways or other areas that are generally unattractive for large lot, single-family development. Other areas of the Town designated for concentrations of Mixed Residential use include underutilized areas near designated commercial and mixed-use centers."*

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

The closest commercial/mixed-use centers are located at Millersport and Campbell (to the north) and Maple and North Forest (to the south). Changing the subject parcels to Mixed Residential in Figure 6 would not be associated with a designated commercial/mixed-use center. Mixed Residential areas in Figure 6 tend to be located on the periphery of Single Family Residential areas and close to other non-residential uses. This area is not in need of any transitional housing to act as a buffer between commercial uses and single-family homes.

8.0 Housing & Neighborhoods

**Section 8-1 B. Housing Diversity,** states *"Preserving and providing a variety of housing opportunities will maintain the quality and stability of existing neighborhoods while increasing housing affordability. To ensure that housing development and redevelopment complement rather than detract from established residential areas, standards and criteria addressing location and quality are an important part of this strategy."* While the Comprehensive Plan does encourage diversity in housing options as a goal, it also emphasizes the preservation of community character of existing neighborhoods. Different types of housing must be located strategically based on surrounding land uses.

This is a review only and does not constitute approval of the Request for Amendment to the Bicentennial Comprehensive Plan. Should you have questions regarding this correspondence, please contact Roberta Rappoccio, Associate Planner at rrappoccio@amherst.ny.us or Kim Amplement, Planner at kamplement@amherst.ny.us .

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/RR/KA
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\BCPA-2022-01_(1811_&_1817_N_Forest_Rd)_2022\Reviews\BCPA-2022-01_LongRange_Review_050522.doc

cc: Daniel Ulatowski, Assistant Planning Director
Roberta Rappoccio, Associate Planner
Kimberly Amplement, Planner





Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

RECEIVED
APR 27 2022
TOWN OF AMHERST
PLANNING DEPT.

March 23, 2022

**TRANSMITTAL OF BCPA AMENDMENT REQUEST**

TO:

Timothy Koller, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Supt. of Hwys/Mark Gortzig Crew Chief
Chris Schregel, Traffic/Safety Coordinator

Brian Barnes, Senior GIS Analyst (letter only)
Stan Sliwa, Town Attorney (~~Local Law Only~~)
Ann Demopoulos, Deputy Town Attorney,
Integrated Review Coordinator, ECDEP
Williamsville School District

FROM: Gary Palumbo, Associate Planner
E: gpalumbo@amherst.ny.us

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN - 0.56± ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL TO MIXED RESIDENTIAL; **BCPA-2022-01**; PROPERTY LOCATED AT **1811 & 1817 NORTH FOREST ROAD.** FCJA, LLC, PETITIONER.

**REVIEW**: (to be completed by each reviewing department/agency)

☒ No concerns with request
☐ The following additional information is required to complete review: _____
☐ Request is not reviewable because: _____
_____

General comments relative to your agency's interests: _____
_____
_____.

Please provide comments by **March 31, 2022,** so that they may be taken into consideration by the Planning Board at their meeting of **May 19, 2022**.

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

**Recieved By:** _____ **Date:** 4/25/22

DU/GP/bf
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\BCPA-2022-01_(1811_&_1817_N_Forest_Rd)_2022\BCPA-2022-01_Transmittal_032322.doc
cc: Scott Marshall, Principal Planner



Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

*Amherst*

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

RECEIVED
APR 14 2022
TOWN OF AMHERST
PLANNING DEPT.

March 23, 2022

**TRANSMITTAL OF BCPA AMENDMENT REQUEST**

TO:

Timothy Koller, Deputy Town Clerk
Daniel Ulatowski, Principal Planner Planning copy
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Supt. of Hwys/Mark Gortzig Crew Chief
Chris Schregel, Traffic/Safety Coordinator

Brian Barnes, Senior GIS Analyst (letter only)
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Williamsville School District

FROM: Gary Palumbo, Associate Planner
E: gpalumbo@amherst.ny.us

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**REVIEW**: (to be completed by each reviewing department/agency)

☐ No concerns with request
☐ The following additional information is required to complete review: _____
☐ Request is not reviewable because: _____

General comments relative to your agency's interests: RECOMMEND DENIAL, SEE ATTACHED MEMORANDUM.

Please provide comments by **March 31, 2022,** so that they may be taken into consideration by the Planning Board at their meeting of **May 19, 2022**.

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

**Recieved By:** _____ **Date:** 4/13/2022
D. ULATOWSKI, ASST. PLNG DIR.

DU/GP/bf
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cc: Scott Marshall, Principal Planner



Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

Amherst
Town of Amherst Planning Department
Erie County, New York

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Dir

*Transmitted electronically*

MEMORANDUM

**TO:** Gary Palumbo, AICP, Associate Planner

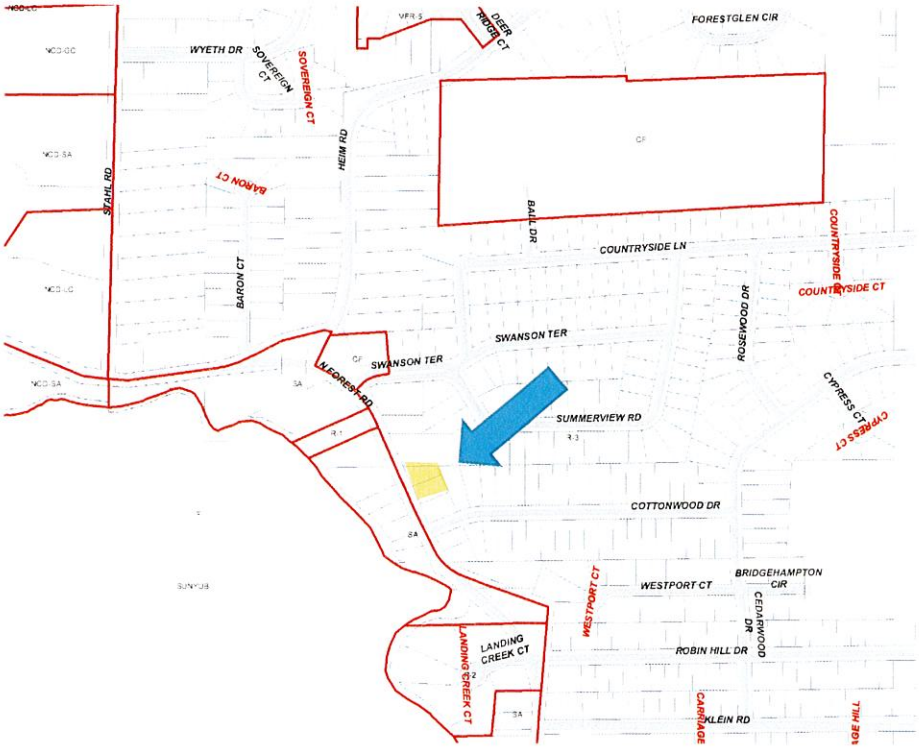
**FROM:** Daniel J. Ulatowski, AICP, Assistant Planning Director/ZEO

**DATE:** April 13, 2022

**RE:** **BCPA Amendment Request 2022-01 - 1811 & 1817 North Forest Road**

The subject request should be denied.

The petitioner and his/her representatives were advised on two occasions that the subject properties were properly zoned R-3 to allow for the construction of single family detached dwellings, and that anything more intensive would not be supported. The petitioner's counsel was further advised that an amendment to the Town's Comprehensive Plan would not be supported by the Planning Department. The adjacent and surrounding parcels are currently zoned R-3, SA, R-1 and R-2 as shown on the zoning map excerpt below. Such zoning districts limit residential development to single family detached dwellings. The predominant zoning district in the area is the R-3 zoning district.






Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

The subject vacant lots exceed the minimum lot width requirement of 65 feet, are consistent is size with developed neighboring residential subdivision lots and are suitable for single family home construction. All existing properties adjacent and surrounding the subject parcels are developed as single-family dwellings as shown in the exhibit below.

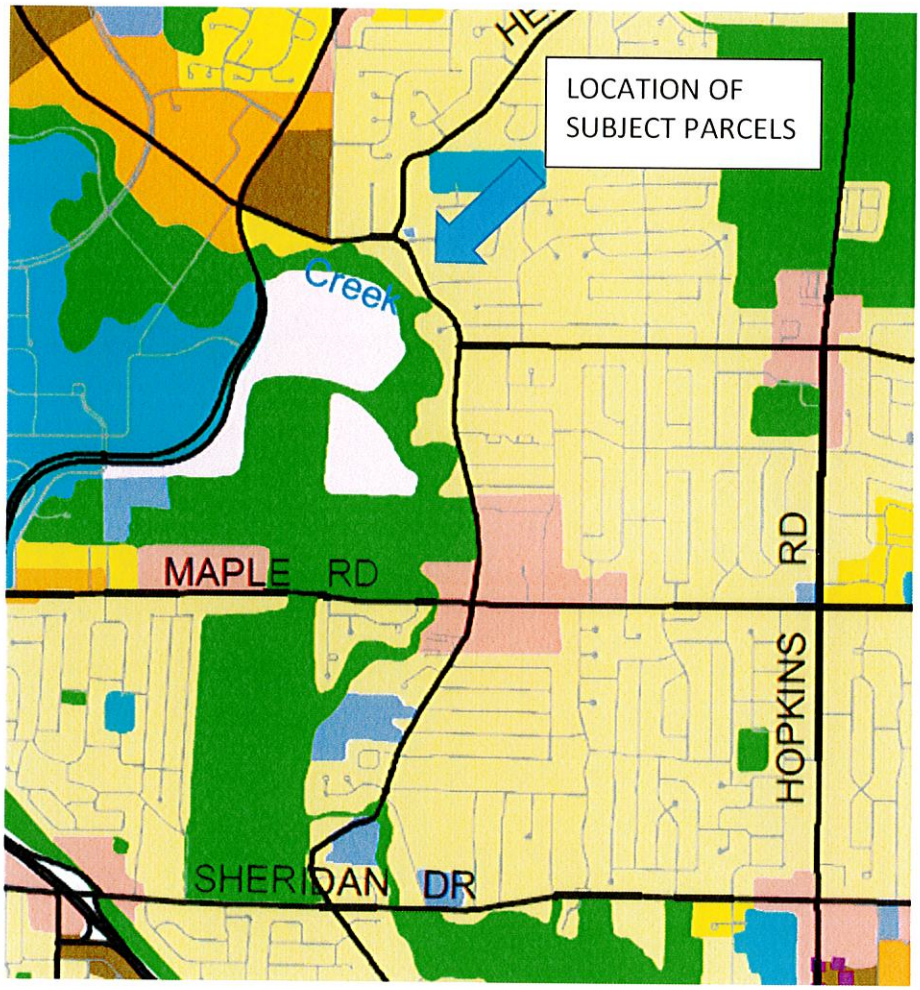



The Town's future land use plan (figure 6) within the Comprehensive Plan continues to envision single family residential to be the dominant land use in the subject area, including the two subject parcels, as shown on an excerpt of figure 6 on the following page. The developed conditions shown above continue to support this vision.

Amendments to the comprehensive should be a rare occurrence. Amendments are normally driven at the request of the legislative body or at the recommendation of the Planning Department as a consequence of the Comprehensive Plan monitoring requirements found in section 11.5 of the

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

Comprehensive Plan. Generally, amendments to the comprehensive may be warranted when there are changing local economic conditions or newly identified trends in a community. When considering amendments to a comprehensive plan, an assessment should be through the lens of whether the amendment is for the benefit of the community as a whole.



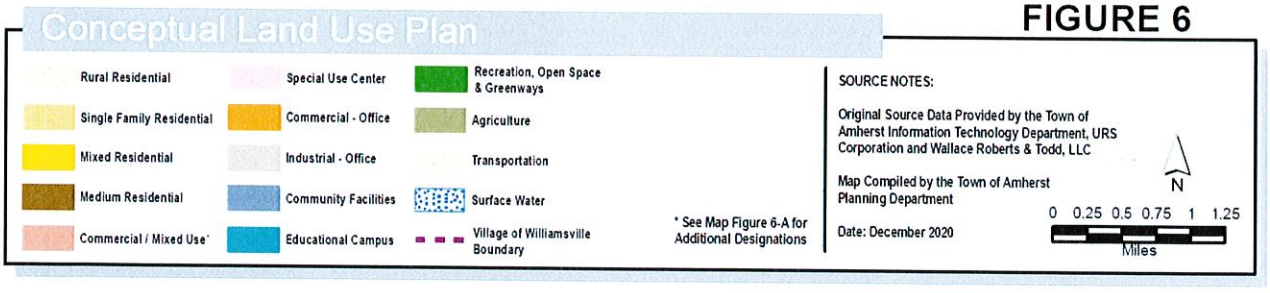




**FIGURE 6**

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Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICI
Assistant Planning Directc

RECEIVED
APR 01 2022
TOWN OF AMHERST
PLANNING DEPT.

**TRANSMITTAL OF BCPA AMENDMENT REQUEST**

March 23, 2022

TO:

Timothy Koller, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Supt. of Hwys/Mark Gortzig Crew Chief
Chris Schregel, Traffic/Safety Coordinator

Brian Barnes, Senior GIS Analyst (letter only)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney,
Integrated Review Coordinator, ECDEP
Williamsville School District

RECEIVED
Williamsville Central School District
MAR 25 2022
Asst Superintendent for
Finance & Management Services

FROM: Gary Palumbo, Associate Planner
E: gpalumbo@amherst.ny.us

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN - 0.56± ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL TO MIXED RESIDENTIAL; **BCPA-2022-01**; PROPERTY LOCATED AT **1811 & 1817 NORTH FOREST ROAD.** FCJA, LLC, PETITIONER.

**REVIEW**: (to be completed by each reviewing department/agency)

☑ No concerns with request
☐ The following additional information is required to complete review: _____
☐ Request is not reviewable because: _____
_____

General comments relative to your agency's interests: _____
_____
_____.

Please provide comments by **March 31, 2022,** so that they may be taken into consideration by the Planning Board at their meeting of **May 19, 2022**.

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

**Recieved By:** _____ **Date:** 3/28/22

DU/GP/bf
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cc: Scott Marshall, Principal Planner



Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

Amherst

990069

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

RECEIVED
MAR 31 2022
TOWN OF AMHERST
PLANNING DEPT.

March 23, 2022

**TRANSMITTAL OF BCPA AMENDMENT REQUEST**

TO:

Timothy Koller, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
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E: gpalumbo@amherst.ny.us

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**REVIEW**: (to be completed by each reviewing department/agency)

☒ No concerns with request
☐ The following additional information is required to complete review: _____
☐ Request is not reviewable because: _____

General comments relative to your agency's interests: _____

Please provide comments by **March 31, 2022,** so that they may be taken into consideration by the Planning Board at their meeting of **May 19, 2022**.

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

**Recieved By:** _____ **Date:** 3/28/22

DU/GP/bf
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\BCPA-2022-01_(1811_&_1817_N_Forest_Rd)_2022\BCPA-2022-01_Transmittal_032322.doc
cc: Scott Marshall, Principal Planner



Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

# SITE PLAN OR ZONING REFERRAL TO COUNTY OF ERIE, N.Y. 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.: ZR-22-2

Postmark/Delivery Date: 3/24/2022

The proposed action described herein is referred in accordance with the provisions of the General Municipal Law, which provides that if reply is received in 30 days after receipt of full information including a SEQR EAF if applicable, the municipal agency may take final act without considering such reply. If, however, replay is received at any time prior to municipal Action, such reply must be considered.

RECEIVED
MAR 29 2022
TOWN OF AMHERST
PLANNING DEPT.

## Description of Proposed Action

1. **Name of Municipality:** Town of Amherst

2. **Hearing Schedule:** **Date** May 19, 2022 **Time** _____ **Location** _____

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 1811 & 1817 North Forest F

6. **Referral required as Site is within 500'of:** ☐ State or County Property/Institution ☐ Municipal Boundary ☐ Farm Operation located an Agricultural District
   ☐ Expressway ☑ County Road ☐ State Highway ☐ Proposed State or Cour Road, Property, Buildin Institution, Drainageway

7. **Proposed change or use (be specific):** Amend Comprehensive Plan to Change from Single Family to Mixed Residentia

8. **Other remarks (SBL# etc.):** BCPA-2022-01

9. **Submitted by:** Town of Amherst Planning Department

10. **Return Address:** _____

## Reply to Municipality by Erie County Division of Planning

**Receipt of the above-described proposed action is acknowledged on** 3/24/2022**. 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. ☑ **Comment on proposed action is attached hereto.**
3. ☐ **The proposed action is subject to review; Recommendation on Proposed Action is attached hereto.**
4. ☐ **No recommendation; proposed action has been reviewed and determined to be of local concern**

**By the Division of Planning:** Dan M. Hart **Date:** 3/29/2022

Revised 4/1



Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

RECEIVED
MAR 29 2022
TOWN OF AMHERST
PLANNING DEPT.

# COUNTY OF ERIE

**MARK C. POLONCARZ**
COUNTY EXECUTIVE

March 29, 2022

Mr. Gary Palumbo
Associate Planner
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Re: **Proposed Amendment to Comprehensive Plan to Change from Single Family to Mixed Residential**

Location: **1811 and 1817 North Forest Road, Town of Amherst**
Review No.: **ZR-22-220**

Dear Mr. Palumbo,

Pursuant to New York General Municipal Law Section 239-m, the County of Erie (the "County") has reviewed the above-referenced project referred to the Department of Environment and Planning (DEP) on March 24, 2022, and offers the following comments:

- DEP has no concerns with the applicant's request to amend the Town's Comprehensive Plan to allow for an increase in residential density.
- The applicant should consider modifying the site plan to allow for a shared driveway entrance that would reduce the number of curb cuts on North Forest Road. This would reduce the number of potential conflict points with vehicles traveling on North Forest Road, and with pedestrians using the sidewalk that only exists on the east side of this portion of the road.

This review pertains to the above referenced project submitted to DEP. This should not be considered sufficient for any County approvals. The applicant and/or its contractors must still obtain any other permits and regulatory approvals applicable to this project.

Sincerely,

David Hall
Planner





Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

Amherst

*Town of Amherst Planning Department*

ZR-22-220

*Erie County, New York*

Brian J. Kulpa
Supervisor
Daniel C. Howard,
Planning Direct
Daniel J. Ulatowski,
Assistant Planning D

**TRANSMITTAL OF BCPA AMENDMENT REQUEST**

March 23, 2022

TO:

Timothy Koller, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Supt. of Hwys/Mark Gortzig Crew Chief
Chris Schregel, Traffic/Safety Coordinator

Brian Barnes, Senior GIS Analyst (letter only)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Integrated Review Coordinator, ECDEP
Williamsville School District

FROM: Gary Palumbo, Associate Planner
E: gpalumbo@amherst.ny.us

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN - 0.56± ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL TO MIXED RESIDENTIAL; **BCPA-2022-01**; PROPERTY LOCATED AT **1811 & 1817 NORTH FOREST ROAD.** FCJA, LLC, PETITIONER.

**REVIEW:** (to be completed by each reviewing department/agency)

☒ No concerns with request
☐ The following additional information is required to complete review: _____
☐ Request is not reviewable because: _____

_____

General comments relative to your agency's interests: _____

_____

_____

Please provide comments by **March 31, 2022,** so that they may be taken into consideration by the Planning Board at their meeting of **May 19, 2022**.

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

**Recieved By:** _____ **Date:** 3/29/22

DU/GP/bf
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\BCPA-2022-01_(1811_&_1817_N_Forest_Rd)_2022\BCPA-2022-01_Transmittal_032322.doc
cc: Scott Marshall, Principal Planner

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

TOWN OF AMHERST
ASSESSOR'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7038
FAX 716-631-7144

**Emily A. Murphy**
**Assessor**
emurphy@amherst.ny.us

RECEIVED
MAR 29 2022
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

TO: Daniel Ulatowski, AICP, Associate Planning Director
Douglas Gesel, Supervising Code Enforcement Officer
Jeff Burroughs, Town Engineer
Scott Marshall, Principle Planner

FROM: Bonnie B. Arnold, Real Property Appraiser

DATE: March 29, 2022

SUBJECT: Request to amend the Bicentennial Comprehensive Plan-0.56± Acres of land from Single Family Residential to Mixed Residential;BCPA-2022-01
Property Location: **1811 & 1817 North Forest Rd**
Petitioner: **FCJA,LLC**

Site plan approved as submitted.
Request to merge 1811 & 1817 to be sent to Assessor's Office and Planning Dept.

cc: Scott Marshal Principal Planner

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

Amherst

990069

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

**TRANSMITTAL OF BCPA AMENDMENT REQUEST**

March 23, 2022

TO:

Timothy Koller, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Supt. of Hwys/Mark Gortzig Crew Chief
Chris Schregel, Traffic/Safety Coordinator

Brian Barnes, Senior GIS Analyst (letter only)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney,
Integrated Review Coordinator, ECDEP
Williamsville School District

RECEIVED
MAR 29 2022
TOWN OF AMHERST
PLANNING DEPT.

FROM: Gary Palumbo, Associate Planner
E: gpalumbo@amherst.ny.us

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN - 0.56± ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL TO MIXED RESIDENTIAL; **BCPA-2022-01**; PROPERTY LOCATED AT **1811 & 1817 NORTH FOREST ROAD.** FCJA, LLC, PETITIONER.

**REVIEW**: (to be completed by each reviewing department/agency)

☑ No concerns with request
☐ The following additional information is required to complete review: _____
☐ Request is not reviewable because: _____
_____

General comments relative to your agency's interests: _____
_____
_____.

Please provide comments by **March 31, 2022,** so that they may be taken into consideration by the Planning Board at their meeting of **May 19, 2022**.

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

**Recieved By:** _____ **Date:** 3/28/22
C. Schregel

DU/GP/bf
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cc: Scott Marshall, Principal Planner



Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

Amherst

Town of Amherst Planning Department

RECEIVED
MAR 24 2022
TOWN OF AMHERST
BUILDING DEPT

Erie County, New York

RECEIVED
MAR 28 2022
TOWN OF AMHERST
PLANNING DEPT.

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

**TRANSMITTAL OF BCPA AMENDMENT REQUEST**

March 23, 2022

TO:

Timothy Koller, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Supt. of Hwys/Mark Gortzig Crew Chief
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Brian Barnes, Senior GIS Analyst (letter only)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney,
Integrated Review Coordinator, ECDEP
Williamsville School District

FROM: Gary Palumbo, Associate Planner
E: gpalumbo@amherst.ny.us

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN - 0.56± ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL TO MIXED RESIDENTIAL; **BCPA-2022-01**; PROPERTY LOCATED AT **1811 & 1817 NORTH FOREST ROAD.** FCJA, LLC, PETITIONER.

**REVIEW**: (to be completed by each reviewing department/agency)

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☐ Request is not reviewable because: _____
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General comments relative to your agency's interests: _____
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_____.

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

**Recieved By:** Doug Gesel **Date:** 3-28-22

DU/GP/bf
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cc: Scott Marshall, Principal Planner



Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

RECEIVED
MAR 28 2022
TOWN OF AMHERST
PLANNING DEPT.

March 23, 2022

**TRANSMITTAL OF BCPA AMENDMENT REQUEST**

TO:

Timothy Koller, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Supt. of Hwys/Mark Gortzig Crew Chief
Chris Schregel, Traffic/Safety Coordinator

Brian Barnes, Senior GIS Analyst (letter only)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney,
Integrated Review Coordinator, ECDEP
Williamsville School District

FROM: Gary Palumbo, Associate Planner
E: gpalumbo@amherst.ny.us

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN - 0.56± ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL TO MIXED RESIDENTIAL; **BCPA-2022-01**; PROPERTY LOCATED AT **1811 & 1817 NORTH FOREST ROAD.** FCJA, LLC, PETITIONER.

**REVIEW**: (to be completed by each reviewing department/agency)

☑ No concerns with request
☐ The following additional information is required to complete review: _____
☐ Request is not reviewable because: _____
_____

General comments relative to your agency's interests: _____
_____
_____.

Please provide comments by **March 31, 2022,** so that they may be taken into consideration by the Planning Board at their meeting of **May 19, 2022**.

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

**Recieved By:** _____ **Date:** 3/24/22

DU/GP/bf
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\BCPA-2022-01_(1811_&_1817_N_Forest_Rd)_2022\BCPA-2022-01_Transmittal_032322.doc
cc: Scott Marshall, Principal Planner





Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

## Carrato, Amy

**From:** Ronald Daniels <ronaldwdaniels@hotmail.com>
**Sent:** Wednesday, May 18, 2022 11:31 AM
**To:** Carrato, Amy
**Subject:** BCPA-2022-01: 1811, 1817 N. Forest Road

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

Dear Town of Amherst Planning Board:

My Single Family Residence at 1825 sits adjacent to the north of the vacant lots, 1811 and 1817 on North Forest Road.

I have several concerns regarding the proposed change of zoning from single family residential to mixed residential:

1. These 2 lots are in the middle of a very long stretch of homes classed as single family residential. I do not see another change of zoning along north Forest Rd.
2. The 3 linked townhouses in the plan are visually in great contrast to all the other homes and appear out of place.
3. i feel that their appearance and change of use will negatively affect the value of my home.
4. I fear that approving Mixed Residential may set precedence for future changes which will further damage the uniformity of the street and thus negatively affect home values.
5. The purchaser was aware of the Single Family zoning and his request to change to Mixed Residential seems capricious and not supported by any valid arguments.

I urge the Planning Board to deny this petition.

Thank you
Ronald Daniels

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

## Carrato, Amy

**From:** Mary Stock <mestock@buffalo.edu>
**Sent:** Friday, May 6, 2022 11:50 AM
**To:** Carrato, Amy
**Subject:** comment on proposed rezoning of property located at 1811 and 1817 North Forest Road - meeting May 18, 2022

**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 think the proposal to change the rezoning of these properties to mixed residential is not appropriate nor necessary. The rezoning is to allow the plan for a 3 unit, 2 story structure with single car garages and patios. This is a lot of structure for such a small plot of land (0.57 acre) and it will not fit in with the current design and aesthetic of the neighborhood. The neighborhood comprises single family homes, some of which date back to the 1800s (1841 North Forest was built in 1840). Shoving 3 patio homes into a small green space in the middle of an established community serves only to bring more money to developers. It will only detract from the neighborhood and contribute to the traffic woes of an already busy street. It is interesting that initially the two properties were listed for sale, presumably for the development of two individual homes. But shortly thereafter, the signs came down, and now the plan is for a three family unit. Why? I can only assume that the developer found it more lucrative to be able to sell three properties instead of two. Of course I am assuming that these properties would be for sale, but perhaps the intention instead is to lease. UB North Campus is close. If this were the case, it would completely erode the fabric of the neighborhood.

Respectfully submitted,

Mary
*Mary E. Stock, M.D.*
*University at Buffalo*
*Student Health Services*

*The purpose of the doctor: to cure sometimes, to relieve often, to comfort always. - Hippocrates*

***Note:** Email is not a secure form of communication. We cannot ensure confidentiality. This transmission, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. If you received this and are not the intended recipient(s), you are hereby notified that any disclosure, copying, unauthorized distribution or the taking of any action in reliance on the content of this information is prohibited. If you have received this transmission in error, please immediately contact the sender as indicated above to arrange the proper handling of the information.*

Attachment: BCPA-2022-01 TB letter packet 062722 (RES-2022-608 : 1811 & 1817 North Forest Road)

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26044 **RESOLUTION 2022-609** **WITHDRAWN**

# 725 LeBrun Road

Public hearing with regard to an appeal from Notice of Proposed Historic Designation.

| | |
|---|---|
| **RESULT:** | **WITHDRAWN** |

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25891 **RESOLUTION 2022-548** **ROLL CALL VOTE (ADOPTED)**

# Adoption of Local Law to Amend the Zoning Map (4252-4258 Ridge Lea Road (Portion, BCD), Z-2021-07)

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

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of April 21, 2022 that the proposed RD & GI zoning at 4252-4258 Ridge Lea Road (portion, BCD) is consistent with the adopted Bicentennial Comprehensive Plan, as amended, 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 any conditions as recommended by the Planning Board as follows;

1. That the vehicle use area be no closer than 82 feet from the north property line of the properties addressed 350 through 390 Meyer Road and the east property line of the property addressed 390 Meyer Road.

2. That the petitioner install a berm a minimum of 4 feet in height and having a minimum 6 foot high solid wood fence on top of the berm that is a minimum of 50 feet from the bottom of the berm to the north property line of the properties addressed 350 through 390 Meyer Road.

3. That the petitioner preserve the existing vegetation south of the berm indicated in condition number 2.

4. That any proposed building be a minimum of 150 feet from the north property line of the properties addressed 350 through 390 Meyer Road.

5. That no parking lot lights be more than 18 feet in height above finished grade south of the building wall as extended to the east and west property boundaries, and that all site lighting shall use dark sky compliant fixtures.

6. That there be no exterior public address system.

7. That emergency exits be alarm activated.

8. That any future access from 4252-4258 Ridge Lea to Meyer Road be restricted to and for emergency vehicles and personnel only.

**6/6/2022**

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 7:40 PM.

Attorney James Boglioli, Benderson Development, presented.

The following speakers addressed the Town Board and spoke in opposition:
Gerri DiCosmo, 378 Meyer, Joe Voytovich, 35 Bucyrus, Jane Cox, 4584 Harlem, Sheila Goldberg, 306 Meyer and Don Smith, N. Long.

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing and set a decision date for the June 27th Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 8:16 PM.

**6/27/2022**

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

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

**Town of Amherst, NY**
**Office of the Assessor**
**Emily A. Murphy Assessor**

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

# Memorandum

February 15, 2022

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 as stated in Town Law §265 (1) paragraph's (a) (b) or (c). The Super Majority calculations are based on three tests:

(a) The owners of 20% or more of the area of land included in such proposed change; or
(b) The owners of 20% or more of the area of land immediately adjacent to that land included in such proposed change, extending 100 feet therefrom; or
(c) The owners of 20% or more of the area of land directly opposite thereto, extending 100 feet from the street frontage of such opposite land.

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

Emily Murphy
Assessor

Attachment: 4252-4258 Ridge Lea - protest petition and response (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

# TOWN OF AMHERST

## TOWN CLERK'S OFFICE

Francina J. Spoth
Town Clerk

Timothy Koller
Deputy Town Clerk

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

February 14, 2022

MEMO TO: Emily Murphy, Town Assessor

FROM: Francina Spoth, Town Clerk

RE: Petition

The attached petition, in connection with the parcel located at 4252 – 4256 Ridge Lea Raod 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 by Town Law §265 (1) paragraph's (a) (b) or (c).

Attachment
cc: Town Board
Town Attorney

Attachment: 4252-4258 Ridge Lea - protest petition and response (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

# Protest Petition

We the undersigned homeowners directly adjacent to the Benderson Property 4252-4256 Ridge Lea Rd. Strongly Oppose Rezoning from Commercial Mixed Use-Suburban Center land use to Industrial-Office land use

| Print Name. | Signature. | Address |
|---|---|---|
| Geri DiCasmo | Geri DiCasmo | 378 Meyer Rd Amherst 14221 |
| William Klees | William Klees | 378 Meyer Rd Amherst 1422 |
| Anthony Casey | Anthony Casey | 390 Meyer Rd Amherst NY 14226 |
| KENNETH C HOLT | Kenneth C Holt | 370 Meyer Rd. Amherst 142 |
| Melvin Taylor | | 354 Meyer Rd. Amherst NY 142 |
| Russell Morley | | 379 Meyer |
| | | |
| | | |
| | | |
| | | |
| | | |

FEB14'22 PM

Attachment: 4252-4258 Ridge Lea - protest petition and response (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

Amherst
Town of Amherst Planning Department
Erie County, New York

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Dir

**Town Board Agenda of June 6, 2022**

May 27, 2022

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

Subject: Request to rezone 12.54 ± acres of land from CTR-8 to RD & GI, Z-2021-07; property located at 4252-4258 Ridge Lea Road (portion, BCD), Benderson Development Company LLC, Petitioner.

Honorable Members:

The subject rezoning is a 12.54 ± acre irregularly shaped piece of the 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 residential lots along Meyer Road.

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

The purpose of this request is to rezone 12.54 ± acres of land to the Research & Development (RD) and General Industrial (GI) zoning districts. The proposed rezoning will allow for a new 108,000± square foot warehouse building. The proposed warehouse will connect to an existing southerly 21,736 square foot building, which will be utilized for the compounding and blending of soap products for the car wash industry. This will include a 1,500 square foot building addition, including new parking, utilities, drainage and landscaping.

In 2009 the Town Board approved a rezoning from OB to RD, and then subsequently approved a rezoning from RD to CTR-8 in 2020. In 2022, the Town Board heard and approved a request to amend Figure 6 and 6A of the Bicentennial Comprehensive Plan for 14.18 ± acres of land from "Commercial-Mixed Use" to "Industrial Office."

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

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

The proposed project scope is consistent with the Bicentennial Comprehensive Plan. On January 18, 2022 the Town Board voted to amend the Comprehensive Plan to designate the project site as "Industrial-Office." Since the Plan was amended, the proposed zoning designations and subsequent scope of work meets the goals and objectives of the Comprehensive Plan. Industrial uses described in Chapter 3, Section 3.3.4 of the Comprehensive Plan exhibit characteristics such as direct truck access to major thoroughfares, location away from residential neighborhoods, and large tracts of land to allow for ancillary development. While the proposed zoning fails to meet the objective of proximity to residential uses, the Comprehensive Plan in the following paragraph describes the need for physical design considerations to mitigate potential conflicts. These considerations which can include additional landscaping and buffering to screen truck parking and storage of materials of proposed use from the abutting single-family residential homes.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

The proposed rezoning is consistent with Section 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.

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The proposed rezoning and land use is consistent with the existing uses on the property and adjoining properties to the north west which includes a construction yard, warehousing and offices all within a mixed-use zoning district. The proposed use and zoning district contrasts with nine abutting residentially zoned lands to the south, currently developed for singly family dwellings. The petitioner's project includes commitments for perpetual increased setbacks and landscape buffering along the abutting residentially zoned properties that will mitigate for potential conflicts in differing land uses. Given, the context of the surrounding development including a regional shopping center, other warehousing and distribution uses, and commercial/ retail development, the proposed zoning will be compatible and appropriately scaled for the area as a whole.

ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the proposed rezoning are available and adequate at the subject location. An important consideration in the rezoning is the parcel's location and its expeditious access to major thoroughfares and the Interstate 290. This former campus and office park can easily access highways without traveling through neighborhoods. 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.

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

Honorable Town Board

Rezone land from CTR-8 to RD & GI; property located at 4252-4258 Ridge Lea Road (portion, BCD) Agenda of June 6, 2022

RECOMMENDATION

The Planning Board in their meeting of April 21, 2022 recommended that the Town Board find that the requirements of SEQR are complete 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 cam prepare a determination of environmental significance pursuant to SEQR, and prepare resolution for the Town Board's consideration.

Very truly yours,

DANIEL C. HOWARD, AICP
Planning Director

DH/TV/ac
Att.
X:\Current_Planning\Files\Rezonings\2021\Z-2021-07_(4252-4258_Ridge_Lea_Rd)_2021\Z-2021-07_TB_letter.doc.docx

cc: Stanley Sliwa, Town Attorney

Planning Board Approval April 21, 2022
Ayes 5, Noes 0, Abstain 1 (Chmiel)

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2021-07

APR27'22 AM10:02 JD

PETITIONER

Benderson Development Company LLC
570 Delaware Avenue
Buffalo, NY 14202

PROPERTY LOCATION

4252-4256 Ridge Lea Road (portion, BCD)

WHEREAS the Town of Amherst Planning Board on Thursday, April 21, 2022 held a public hearing on the proposed rezoning of 12.5± acres of land from CTR-8 to RD and 0.5 acres of land from CTR-8 to GI, 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 proposal is consistent with the Conceptual Land Use Plan which shows "Industrial-Office" use in this area of the Town.

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

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

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

E. The proposed change does tend to improve the balance of uses, and 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 because the parcel is developed.

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:

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2021-07

APR27'22 AM10:02 RCVD

PETITIONER

Benderson Development Company LLC

PROPERTY LOCATION

4252-4256 Ridge Lea Road (portion, BCD)

1. That the vehicle use area be no closer than 82 feet from the north property line of the properties addressed 350 through 390 Meyer Road and the east property line of the property addressed 390 Meyer Road.

2. That the petitioner install a berm a minimum of 4 feet in height and having a minimum 6 foot high solid wood fence on top of the berm that is a minimum of 50 feet from the bottom of the berm to the north property line of the properties addressed 350 through 390 Meyer Road.

3. That the petitioner preserve the existing vegetation south of the berm indicated in condition number 2.

4. That any proposed building be a minimum of 150 feet from the north property line of the properties addressed 350 through 390 Meyer Road.

5. That no parking lot lights be more than 18 feet in height above finished grade south of the building wall as extended to the east and west property boundaries, and that all site lighting shall use dark sky compliant fixtures.

6. That there be no exterior public address system.

7. That emergency exists be alarm activated.

8. That any future access to Meyer Road be restricted to and for emergency vehicles and personnel only.

The foregoing resolution was adopted by the Town of Amherst Planning Board, April 21, 2022; moved by Penberthy; seconded by Gill; ayes 5, noes 0; abstain (1) Chmiel; absent (1) Gilmour.

For Robert J. Gilmour, Chair — 4-27-22 Date

TV/ac
X:\Current_Planning\Files\Rezonings\2021\Z-2021-07_(4252-4258_Ridge_Lea_Rd)_2021\Z-2021-07_resolution_042122.doc
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: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

RECEIVED
MAR 24 2022
TOWN OF AMHERST
PLANNING DEPT.

# TOWN OF AMHERST PLANNING DEPARTMENT

## *Application for Rezoning Review and, if required Comprehensive Plan Amendment*

*For Official Use*

File #: Z-2021-07 Acreage 14.81 Fee $ 4515.60

Address Verified by Assessor's Office _____
VERIFIED BY DATE

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

Materials Checked by Building Dept._____
RECEIVED BY DATE

Materials Received by Planning Dept. TV 3/24/22
RECEIVED BY DATE

| | | Fill In Applicable Fees |
|---|---|---|
| 2 ACRES OR LESS | $1,250 | _____ |
| 2 – 20 ACRES<br>$1,250 + $250/acres or fraction thereof over 2 acres | | _____ |
| 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 | _____ |
| TOTAL FEE: | $_____ | |

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

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

***TO BE COMPLETED BY APPLICANT***

1. **Petitioner:** Name: Benderson Development Company, LLC

Address: 570 Delaware Avenue

Buffalo, New York 14202

City State Zip Code

Phone: 716-878-9626 Fax: 716-886-1026

E Mail jmb@benderson.com

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

From: CTR-8.0 District

To: RD & GI District

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

4224 - 4256 Ridge Lea Road

SBL #: 54.02-1-51, 54.02-1-43, 54.02-1-44.2, 54.02-1-44.1, 54.15-1-4.1, 54.15-1-8.1

4. **Area of land to be rezoned** (in acres): 14.81

5. **Owner of Land**:

Name: 93 NYRPT, LLC

Address: 570 Delaware Avenue, Buffalo, NY 14202

Telephone: 716-878-9626

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

Name: James A. Boglioli

Address: 570 Delaware Avenue

Buffalo, New York 14202

City State Zip Code

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

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

_____Option to purchase

_____Owner

X
_____Other (explain) Affiliated Company

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)

9. **Attach Survey and Legal description of land to be rezoned. The Survey must be prepared by a New York State Licensed Land Surveyor.**

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

Liber _____ Page _____

11. **Information on proposed project:**

A. Description of the character of the proposed development:

See attached letter

B. Rationale for rezoning request:

1. Why was this site chosen?

See attached letter



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

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

See attached letter

3. How will this rezoning impact surrounding properties?

See attached letter

4. How will this rezoning impact the school system?

See attached letter

**12. Quantitative Data:**

A. Total # of dwelling units N/A

B. Distribution of dwelling units by type N/A

C. Gross Residential Density per acre N/A

D. Total amount of Open Space

E. Proposed Non-Residential Floor Area

**13. Development Schedule:**

Start

Finish

Stages (# of)

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

N/A



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

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

N/A

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

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

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

See attached letter

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 attached letter

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

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

See attached letter

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

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

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

See attached letter

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

See attached letter



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

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

See attached letter

17. The petitioner encloses herewith the sum of $_____ 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.

COURTNEY L. ADAMO
Notary Public-State of New York
No. 01AD6413282
Qualified in Niagara County
Commission Expires January 25, 2025

Signature of Petitioner

Subscribed and sworn to before me this 23 day of March, 20 22

Notary Public, Erie County, New York Courtney L Adamo

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

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

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

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

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

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

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

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

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

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

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March 10, 2022

RECEIVED
MAR 14 2022
TOWN OF AMHERST
PLANNING DEPT.

**VIA HAND DELIVERY**
Brian J. Kulpa, Town Supervisor
Town of Amherst
5583 Main Street
Williamsville, NY 14221

**RE: Proposed Rezoning of 4252 – 4256 North Bailey Ave**
**BDP# 5077**

Dear Mr. Kulpa and Members of the Town Board:

In connection with the above-referenced property, please accept this letter and the enclosed revised application materials in support of our request to rezone the parcel located at 4252 – 4256 North Bailey Ave (portion of "Amherst Commerce Center") from Center 8 District ("CTR-8") to Research and Development District ("RD") and General Industrial ("GI") as demonstrated by the plan attached hereto as **Exhibit A.**

**Undated Information on the Project:**

On February 21st we met with residential neighbors of the proposed project. As a result of that meeting, we are submitting revised application materials. The revised materials reflect the following as we agreed to with the neighbors:

- **Improved Buffer** (see the landscaping plan attached as **Exhibit B)**
  - The proposed buffer between the residential neighbors and the proposed parking lot has been increased from 60' to between 82' to 85'.
  - Installation of a 4' high berm with an 8' high solid wood fence located on top of the berm, with the berm to be located 50' from the residential property line.
  - Installation of dense landscaping on the berm, utilizing both evergreen and deciduous trees.
  - Leaving intact the bushes and trees already existing on the residential side of the berm, as well as filling the existing gaps with new plantings.

- **Greater distance between the residential property line and the proposed building**
  - The building as been pushed 25' further away from the residential property line.

- **Reduced Lighting**
  - Parking lot lights shall not exceed 18' in height and will use dark sky compliant fixturs to prevent light spillage onto adjacent properties. Please see the photometric plan attached as **Exhibit C**, which shows no light spillage onto any of the adjacent properties.



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

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- **Building Construction – use of sound blocking materials**
  - The proposed building elevations are attached as **Exhibit D**. The building is a mix of split-faced CMU, decorative elements including EIFS trim and glass and aluminum windows at the entrance to the warehouse.

- **Other Conditions agreed to with the Neighbors**
  - Emergency exits will be alarm activated.
  - There will be no exterior public address system.

**A. Description of the Character of the Proposed Development**

Delta Sonic Carwash Systems, Inc. (hereinafter "Delta Sonic") currently has operations in three states: New York, Pennsylvania and Illinois. As part of these operations, Delta Sonic fabricates parts for the car wash facilities, as well as stores and ships products to all of the car wash facilities. Delta Sonic maintains warehouse space throughout Western New York to meet this need. Delta Sonic is proposing to consolidate all its warehouse and distribution facilities on a single property in Amherst. As part of this proposal, Delta Sonic is proposing to construct a new 108,000 s.f. warehouse building, as well as utilize the existing 21,736 s.f. warehouse building which currently exists on the property. An interior layout of the proposed warehouse facility is attached as **Exhibit E**. Delta Sonic would be moving the following operations to the new Amherst campus:

- **Warehousing**: and distribution of operational supplies such as uniforms, small wears equipment, lights, napkins, towels, small equipment, coffee machines, ice machines, etc.

- **Equipment Manufacturing**: Fabrication of Car Wash operational equipment. Bulk steel, pumps, motors, electronic sensors, etc. are brought into the facility and used to make equipment for the car wash tunnel, auto detailing operations, signage, etc. Sometimes new equipment designs, and layouts are set up for mechanical R&D purposes.

- **Print Shop**: Design and printing of advertising signage for company operations

- **Equipment Storage and distribution**: Operational equipment such as food service furniture, reach-in cooler, millwork, detail vacuums, cooler/freezer racking, registers, computers, new fuel dispensers, hoses, etc.

- **Soap Blending Facility**: This use will be undertaken in the existing 21,736 s.f. building, which is located behind the proposed new building. Off the entire 131,236 s.f. warehouse facility, approximately 8,000 to 10,000 s.f. is dedicated to the storage of soap and other carwash cleaning products (less than 8% of the facility) with the entire blending facility, inclusive of that area, being about 15,000 s.f. (less than 12% of the entire facility). Packaged bulk manufactured soaps and car cleaning products are brought to the facility and either diluted with water or mixed with scents and colors to then be shipped out to the Delta Sonic carwashes. There is no venting to the



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outside, so there will be no smells, dust or anything else leaving the building. Everything is completely undertaken within the fully enclosed building. The Data Safety Sheets for the products stored in connection with the Soap Blending Facility are attached as **Exhibit F**.

On average, there are 3-4 trucks a day at this facility. A trip generation letter prepared by SRF Associates is attached as **Exhibit G**. Moreover, the front of the building is set over 155' from the residences on Meyer Road and in that space is a parking lot and an 85' landscaped buffer. The back of the building faces the 290, with the loading away from the residents and facing the 290. There is no chemical manufacturing, smokestacks or anything else associated with a chemical manufacturing facility. In fact, the front of the building (as demonstrated by the renderings provided) looks like an office building, which is what the neighbors will see if they look over the fence and through the landscaping.

Delta Sonic will be making a significant investment in its new Amherst Campus. In addition to relocating jobs form the surrounding area to this property, Delta Sonic will be creating new job opportunities as Delta Sonic continues to expand its business. Delta Sonic is currently under construction with new car wash facilities on Niagara Falls Blvd. in Amherst, as well as recently opened new facilities in Lancaster, NY and Oswego, Il.. In addition, we have numerous new projects being proposed, as well as expansions to existing facilities. This will result in continued growth and opportunity at the new Amherst campus.

**B. Rationale for the Rezoning Request**

**1. Why was the site chosen?**

The site is owned by the Benderson family who also owns and operated Delta Sonic. The site was previously located in the RD zoning district. It is currently improved with three existing 65,161 s.f. buildings with uses that are consistent with those permitted in the in the RD zoning district. Further, the site has suitable available land for the addition of the 108,000 s.f. building with sufficient property to buffer the development. In addition, Delta Sonic utilizes the Thruway (I-90) to distribute its products and materials and the site has easy access to the I-290, and therefore easy access to the I-90.

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

The land is currently being used for uses permitted by the RD zoning. This area of the site is not suitable for the increased density permitted buy the current zoning. Further, it would require removal of the existing buildings and infrastructure.

**3. How will this rezoning impact the surrounding properties?**

The proposed rezoning will not have a negative impact on the surrounding properties. In fact, all the abutting properties, except the residential properties located along Meyer Road are owned



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

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and operated by Benderson Development. Further, the proposed zoning district is consistent with the prior zoning district for the property, therefore resulting in no negative impacts. Further, the proposed Delta Sonic campus will integrate and be consistent with the future development of the remainder of the property and will provided for a more significant buffer between the proposed use and the adjacent residential uses that the current zoning allows along with providing a good transition between the existing residential homes and the higher density allowed in the Center-8 District.

As discussed herein, the proposed RD and GI represents a suitable blend of uses between the existing development of Amherst Commerce Center and the possible redevelopment opportunities available as part of the CTR-8 zoning for the remainder of the property. The proposed project is located adjacent to three existing buildings in the southeast section of the property and will be incorporated into the overall design of this area of the property while also providing appropriate buffers to the adjacent residential properties that are much greater than the buffers required within the CTR-8 district. The Project Site is located directly to the west of Interstate 290 and north/east of existing residential homes that have been rezoned into the CTR 8 district as part of the Town of Amherst's redevelopment plan of this area.

**4. How will this rezoning impact the school system?**

This rezoning will have a positive impact on the school system. It will increase school taxes while not imposing any burden on the school system.

**Basis for Findings (Sec. 8-3-5 of the Town Code).**

**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.

On December 20, 2021, the Town Board approved an Amendment to the Bicentennial Comprehensive Plan with respect to the zoning being requested for this property. The requested zoning is consistent with that amendment.

The proposed project meets Economic Development goals, policies and objectives as identified in the Comprehensive Plan. As noted in the introduction of Comprehensive Plan Section 5.0 "*since the Town's industrial and retail sectors are expected to grow more modestly... steps must be taken in the coming years to ensure these sectors remain stable.*" That section continues that this process should include "the *construction of new space that allows for flexibility for tenants.*"



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

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Comprehensive Plan Section 5.2 *provides "A Town with a strong tax base and ample economic opportunities for a diverse base of employers and employees, housed in attractive, state of the art commercial developments in convenient and accessible locations."* The project as proposed will improve the tax base in Amherst. Further it will bring a number of employees to the area and is conveniently located in proximity to the I-290, I-990 and Niagara Falls Blvd. As noted on page 5-3 of the Comprehensive Plan "studies have shown that .... Industrial development partially subsidize(s) the cost of providing high quality facilities and services. Without such development, the burden on the residential taxpayers would be significantly higher."

Further, Comprehensive Plans section 3.3 at Tables 1 and 2 provide that the for the existing land use, industrial accounts for 1.0% (Table 1) and that the plan seeks to have industrial-office land use account for 3.2%. This project helps achieve that goal.

2. Pursuant to NYS Town Law section 212a(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 and provide detailed suggested amendments.

On December 20, 2021, the Town Board approved an Amendment to the Bicentennial Comprehensive Plan with respect to the zoning being requested for this property. The requested zoning is consistent with that amendment.

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

   The ordinance is intended to achieve, among others, the following objectives:

   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

      The proposed project maintains the current character of the commercial and manufacturing uses in the area, while adding a state-of-the-art building and increasing employment opportunities in Amherst.

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

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b) To prevent overcrowding of the land.

The project does not result in the overcrowding of land. Under the current zoning significantly more density would be permitted. Further, adequate land is available to buffer the residential uses on Meyer Road.

c) To prevent excessive concentration of population and to prevent sparse and uncoordinated development.

The project will not result in an excessive concentration of population and the development is being coordinated and laid out in conjunction with the existing development.

d) 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.

The project, through its design will maintain appropriate location and spacing of the buildings (3 of which already exist) so that it is generally consistent with the policies of the Comprehensive Plan.

e) To protect persons and property from damage and injury due to fire or flood.

The project will not result in any risks of injury due to flood and fire.

f) To assure that structure and land use arrangements are aesthetically harmonious with nearby areas and structures.

The proposed project has been designed to be aesthetically harmonious with nearby areas and structures.

g) 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.

The proposed project utilizes the existing roadway system and will not result in any increased congestion.

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

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h) 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.

Utilities exist and are currently available at the project site.

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

1. Sanitary Sewer: Sanitary sewer currently exists on-site and facilities will be upgraded as needed for the project.
2. Storm Sewer/Drainage: Storm Sewer/Drainage facilities exist on -site and facilities will be upgraded as needed for the project.
3. Water: Water currently exists at the project site and facilities will be upgraded as needed for the project.
4. Other: Gas, Electric and internet also currently exist at the project site.

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

The surrounding area is developed with several commercial uses, including restaurant, retail, warehouse and manufacturing. There are existing residential uses along Meyer Road that have recently been rezoned. The project and its zoning are compatible with the CTR-8 zoning. The design of the project is compatible with the surrounding zoning and uses. Further, the project will provide employment opportunities which will bring people to the area to support the abutting commercial uses.

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

This is a unique request as it seeks to return the property to the prior zoning. The proposed use – a Delta Sonic warehouse and manufacturing campus is very suitable for the proposed property. There is significant property for the development and for appropriate buffers. Further, the road network is in place and provide quick access to the Thruway system. Finally, the proposed uses will integrate well into the future development of the abutting properties under the CTR-8 zoning.

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

As noted above, the proposed change and project will improve the balance of uses and meets a specific Town demand. Comprehensive Plans section 3.3 at Tables 1 and 2 provide that the for the

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

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existing land use, industrial accounts for 1.0% (Table 1) and that the plan seeks to have industrial-office land use account for 3.2%. This project helps achieve that goal.

**Conclusion**

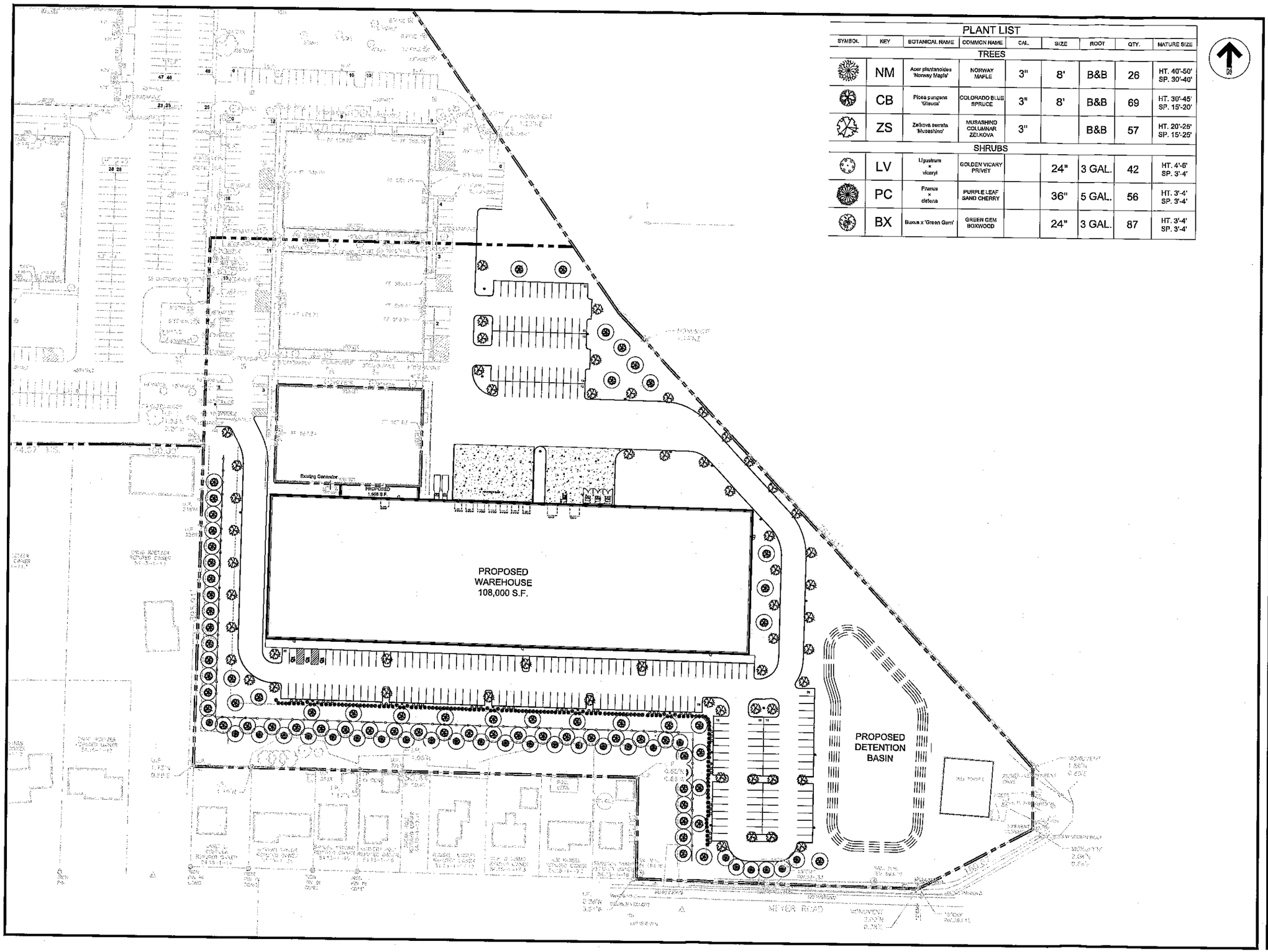
We look forward to working with the Town on this project. We believe this project represents a great development opportunity for this area that is consistent with the previous development of the property. If there are any questions regarding this letter or the enclosed documentation, please feel free to contact me at (716) 878-9626 or jamesboglioli@benderson.com. .

Thank you,
**BENDERSON DEVELOPMENT COMPANY, LLC**

James A. Boglioli

James A. Boglioli, Esq.
Director, Right to Build – Northeast US

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)




PLANT LIST

| SYMBOL | KEY | BOTANICAL NAME | COMMON NAME | CAL. | SIZE | ROOT | QTY. | MATURE SIZE |
|---|---|---|---|---|---|---|---|---|
| **TREES** | | | | | | | | |
| | NM | Acer platanoides 'Norway Maple' | NORWAY MAPLE | 3" | 8' | B&B | 26 | HT. 40'-50' SP. 30'-40' |
| | CB | Picea pungens 'Glauca' | COLORADO BLUE SPRUCE | 3" | 8' | B&B | 69 | HT. 30'-45' SP. 15'-20' |
| | ZS | Zelkova serrata 'Musashino' | MUSASHINO COLUMNAR ZELKOVA | 3" | | B&B | 57 | HT. 20'-25' SP. 15'-25' |
| **SHRUBS** | | | | | | | | |
| | LV | Ligustrum x vicaryi | GOLDEN VICARY PRIVET | | 24" | 3 GAL. | 42 | HT. 4'-6' SP. 3'-4' |
| | PC | Prunus x cistena | PURPLE LEAF SAND CHERRY | | 36" | 5 GAL. | 56 | HT. 3'-4' SP. 3'-4' |
| | BX | Buxus x 'Green Gem' | GREEN GEM BOXWOOD | | 24" | 3 GAL. | 87 | HT. 3'-4' SP. 3'-4' |

DRAWING REVISIONS:

| No. | DATE | BY | REMARKS |
|---|---|---|---|
| | | | |

SPECIAL INFORMATION:

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SHOP DRAWING SUBMITTALS ARE REQUIRED FOR ANY AND ALL STRUCTURES.

NOTICE

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811 Know what's below. Call before you dig.

PROPERTY NUMBER: # 5077

AREA: --

**AMHERST COMMERCE CENTER**
4224 - 4256 Ridge Lead Rd,
Amherst, NY

**PROPOSED WAREHOUSE**

CONSULTANT

JAMES ALLEN RUMSEY ARCHITECT
PREPARED FOR
**BENDERSON DEVELOPMENT**
570 DELAWARE AVE., BUFFALO, NY 14202
(716) 886-0211

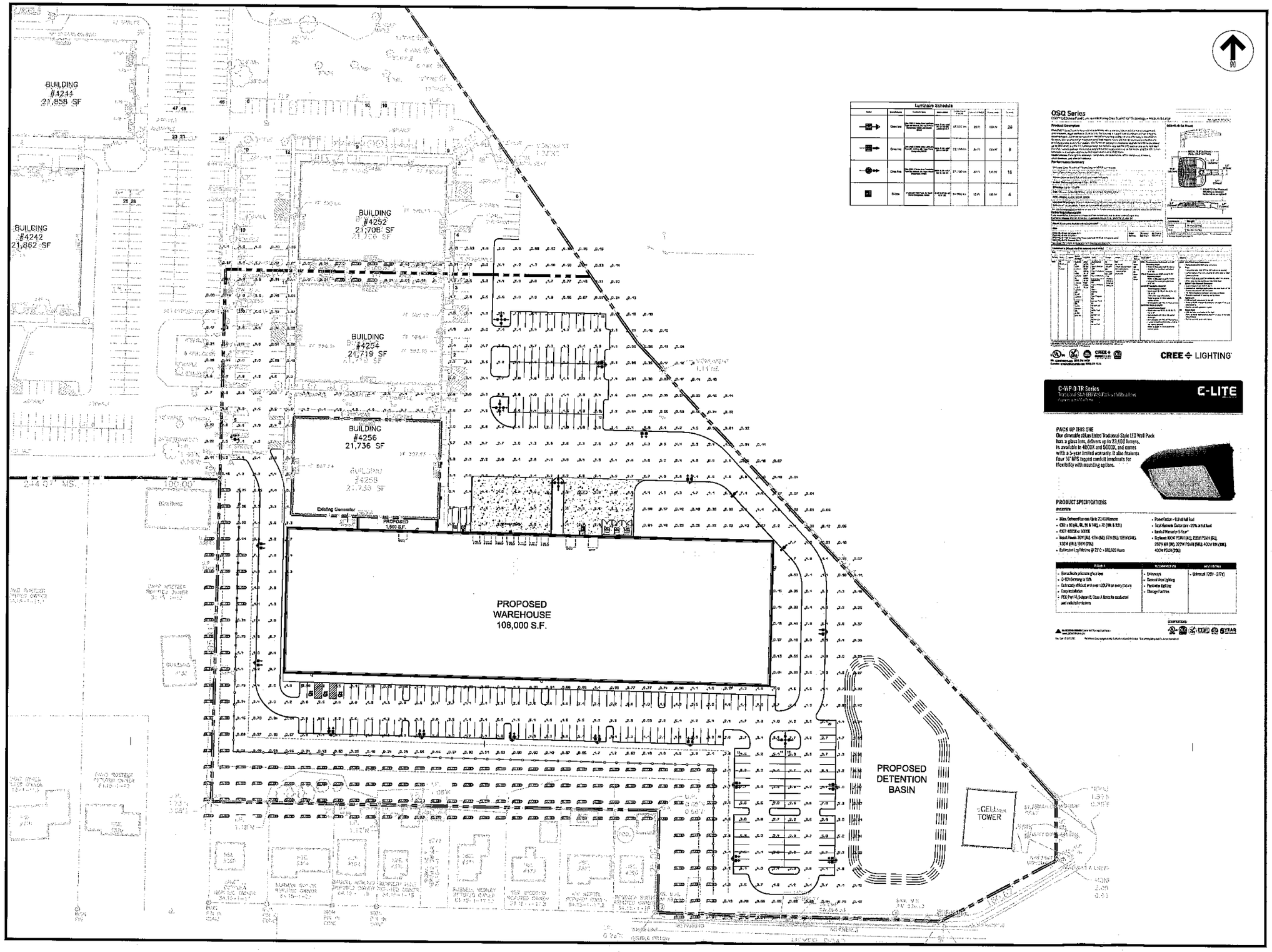
SEAL

REGISTERED ARCHITECT JAMES ALLEN RUMSEY STATE OF NEW YORK

TITLE:
LANDSCAPING PLAN

SCALE: 1:50
DRAWN BY: DMZ
CHECKED BY: MAO
DATE: 02.28.2022
DRAWING NO.: LP-2

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)




| Luminaire Schedule | | | | | | | |
|---|---|---|---|---|---|---|---|
| Label | Arrangement | Lamp Type | Lamp Lumens | Light Loss Factor | Wattage | Mounting Height | Qty |
| | Single | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | 26 |
| | Single | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | 8 |
| | Single | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | 16 |
| | Double | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | 4 |







DRAWING REVISIONS:

| No. | DATE | BY | REMARKS |
|---|---|---|---|
| | | | |

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PROPERTY NUMBER: # 5077

AREA: - -

AMHERST COMMERCE CENTER
4224 - 4256 Ridge Lead Rd,
Amherst, NY

PROPOSED REZONE PLAN

CONSULTANT

JAMES ALLEN RUMSEY
ARCHITECT
PREPARED FOX

BENDERSON DEVELOPMENT
570 DELAWARE AVE., BUFFALO, NY 14202
(716) 886-0211

SEAL




TITLE:

LIGHTING PLAN

SCALE: 1:50

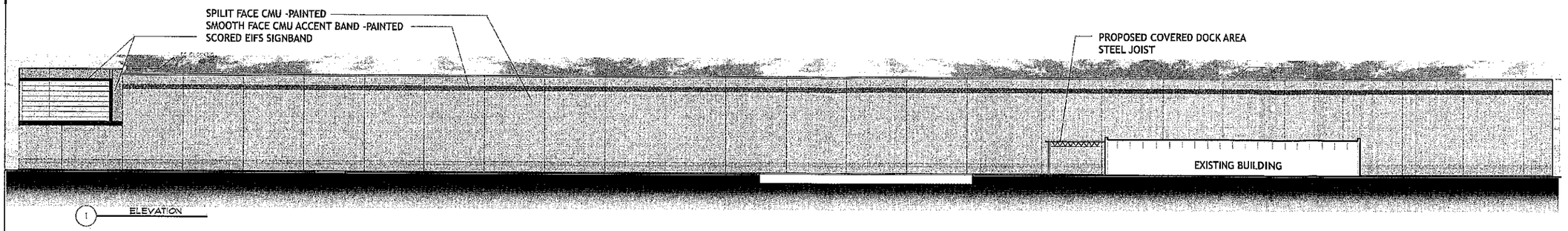
DRAWN BY: DMZ

CHECKED BY: MAO

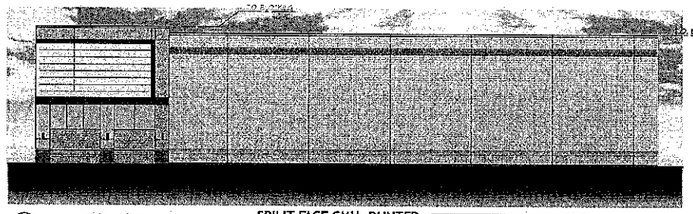
DATE: 02.28.2022

DRAWING NO.: LP-1

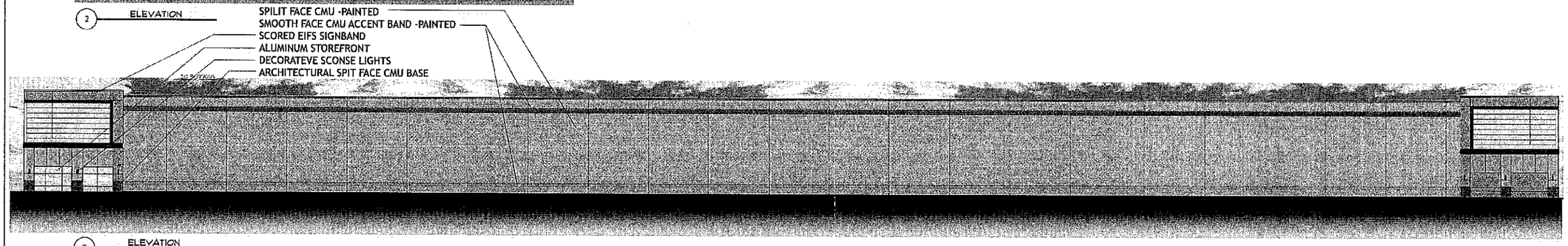
Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)



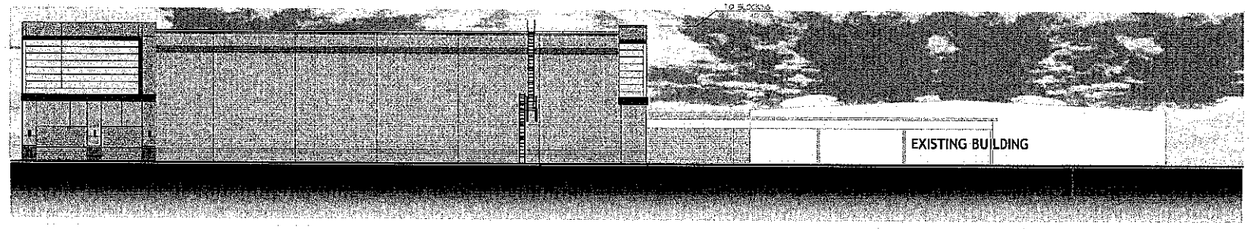

1 ELEVATION



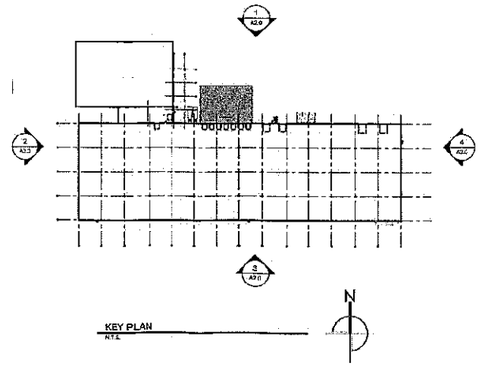

2 ELEVATION




3 ELEVATION




4 ELEVATION




DRAWING REVISIONS
NO. DATE BY REMARKS

SPECIAL INFORMATION:
THIS DRAWING PREPARED FOR TENANT IMPROVEMENTS TO AN EXISTING BUILDING OR BUILDING CONSTRUCTED BY OTHERS. IT IS UNDERSTOOD THAT ANY WARRANTY INFORMATION CONCERNING EQUIPMENT INSTALLED MUST BE FORWARDED TO THE OWNER AND THAT ANY AND ALL CONTRACTORS SHALL GUARANTEE THEIR WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF OWNERS ACCEPTANCE.

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JAMES ALLEN RUMSEY ARCHITECT
PREPARED FOR
BENDERSON DEVELOPMENT
570 DELAWARE AVE. BUFFALO, NY 14202
BUFFALO, NY 14202
(716) 886-0211

PROJECT NUMBER: 5077
AREA:

AMHERST COMMERCE CENTER
4224 - 4256 RIDGE LEA ROAD
AMHERST, NY

WAREHOUSE SHELL

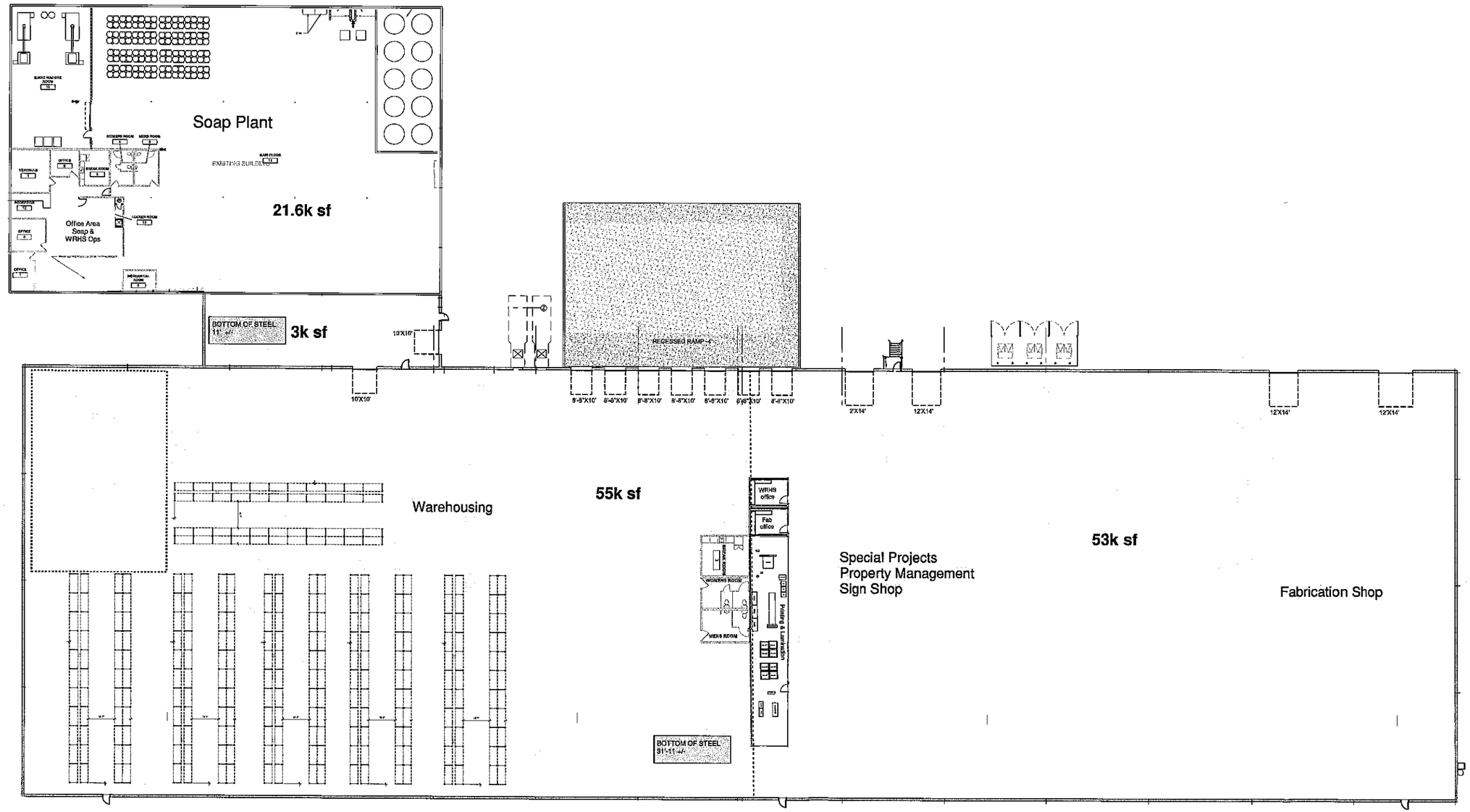
SEAL:

TITLE
EXTERIOR ELEVATIONS

DRAWN BY: CAR
CHECKED BY: JAR
DATE: 1.30.21
DRAWING NO. A2.0



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)




DELTA SONIC CAR WASH
570 Delaware Avenue
Buffalo, New York 14202
716.541.2100

Special Information:

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SEAL

James A Rumsey
ARCHITECT

Drawing Revisions:

| No. | DATE | REMARKS |
|---|---|---|
| 1 | | |

Property No: 1990

Status:

Area: - SF

Property: Delta Sonic Car Wash
Warehouse & Soap Plant

Tenant:

Floor Plan

Title:

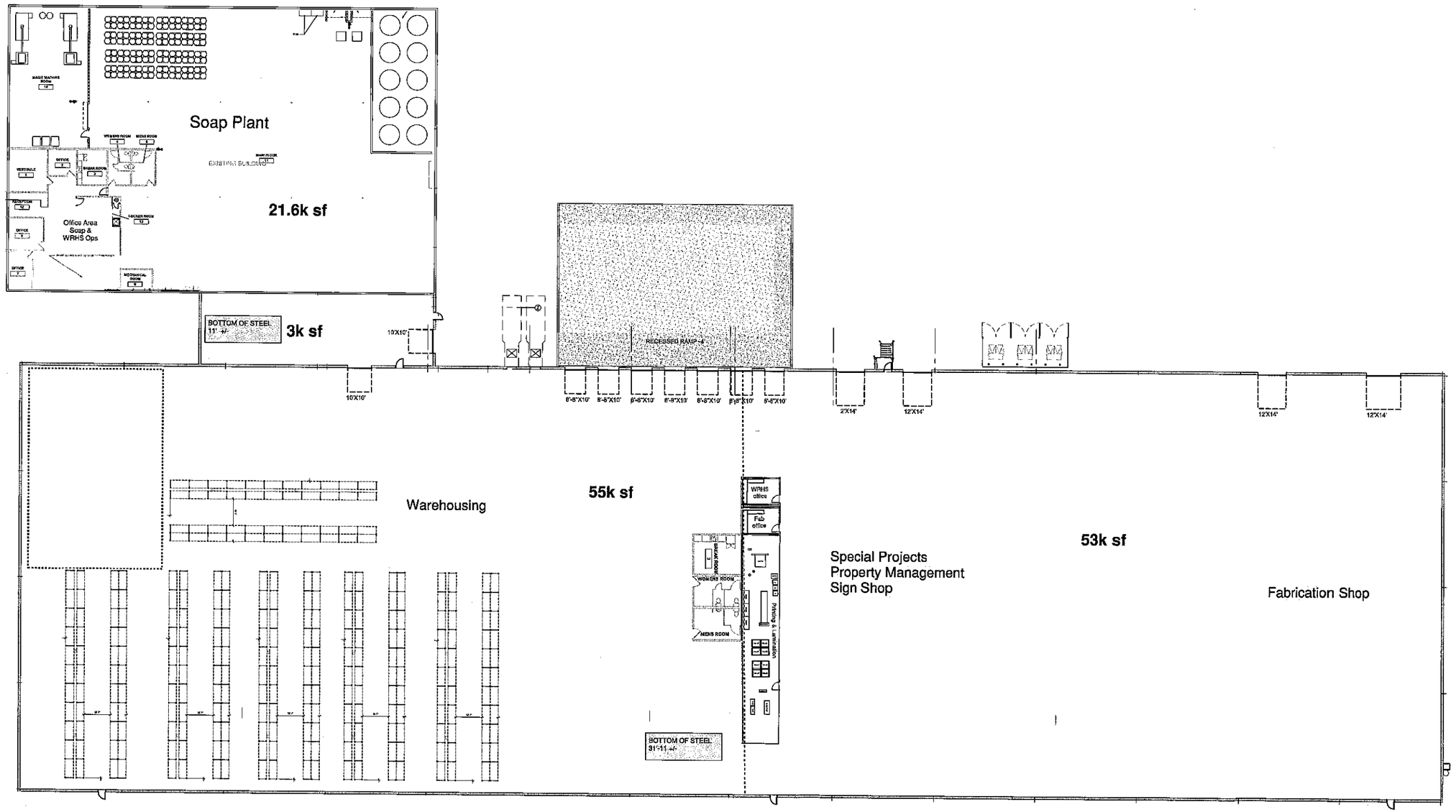
Drawn By:

Checked By: —

Date:

Drawing No.

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)




**DELTA SONIC CAR WASH**
870 Delaware Avenue
Buffalo, New York 14202
716.541.2100

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Drawing Revisions:

| No. | DATE | REMARKS |
|---|---|---|
| . | | |

Property No: 1990

Status:

Area: - SF

Property: Delta Sonic Car Wash
Warehouse & Soap Plant

Tenant:

Floor Plan

Title:

Drawn By:

Checked By: —

Date:

Drawing No.

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

BENDERSON DEVELOPMENT COMPANY, LLC. • 570 Delaware Ave., Buffalo, NY 14202 • 716/886-0211• FAX 716/886-2269 • www.benderson.com

January 18, 2022

Brian J. Kulpa, Town Supervisor
Town of Amherst
5583 Main Street
Williamsville, NY 14221

**RE: Proposed Modification to the Comprehensive Plan and Rezoning of 4252-4258 Ridge Lea Road**
**BDP# 5077**

Dear Supervisor Kulpa and Members of the Town Board:

In connection with the above-referenced project, enclosed please find the Data Safety Sheets for the products stored in connection with the Soap Blending Facility. If there are any questions regarding this letter, please feel free to contact me at (716) 878-9626 or jamesboglioli@benderson.com.

Thank you,
**BENDERSON DEVELOPMENT COMPANY, LLC**

James A. Boglioli

James A. Boglioli, Esq.
Director, Right to Build – Northeast US

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

# SAFETY DATA SHEET

**Issue Date** 26-May-2016 **Revision Date** 26-May-2016 **Version** 1

## 1. IDENTIFICATION

**Product identifier**

**Product Name** Delta Magic

**Other means of identification**

**Product Code** DELTAMAGIC
**Synonyms** None

**Recommended use of the chemical and restrictions on use**

**Recommended Use** Industrial vehicle wash. Restricted to professional users.
**Uses advised against** Consumer use

**Details of the supplier of the safety data sheet**

**Manufacturer Address**
Delta Sonic 570 Delaware, Buffalo, New York 14202

**Emergency telephone number**

**Company Phone Number** (716) 843-5477
**Emergency Telephone** Chemtrec 1-800-424-9300

## 2. HAZARDS IDENTIFICATION

**Classification**

**OSHA Regulatory Status**
This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

| | |
|---|---|
| Acute toxicity - Oral | Category 4 |
| Skin corrosion/irritation | Category 1 Sub-category B |
| Serious eye damage/eye irritation | Category 1 |
| Specific target organ toxicity (single exposure) | Category 3 |

**Label elements**

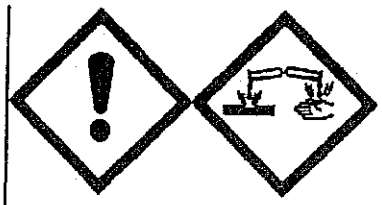
**Emergency Overview**

**Danger**

**Hazard statements**
May cause respiratory irritation
Harmful if swallowed
Causes severe skin burns and eye damage



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)



Appearance White crystalline powder | Physical state powder | Odor Mild, butyl odor

**Precautionary Statements - Prevention**
Wash face, hands and any exposed skin thoroughly after handling
Do not eat, drink or smoke when using this product
Do not breathe dusts or mists
Wear protective gloves/protective clothing/eye protection/face protection

**Precautionary Statements - Response**
Immediately call a POISON CENTER or doctor
Specific treatment (see Section 4 on this SDS)
IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
Immediately call a POISON CENTER or doctor
IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/ shower
Wash contaminated clothing before reuse
IF INHALED: Remove person to fresh air and keep comfortable for breathing
Immediately call a POISON CENTER or doctor
IF SWALLOWED: Call a POISON CENTER or doctor if you feel unwell
Rinse mouth
Do NOT induce vomiting

**Precautionary Statements - Storage**
Store locked up

**Precautionary Statements - Disposal**
Dispose of contents/container to an approved waste disposal plant

**Hazards not otherwise classified (HNOC)**
Not applicable

**Other Information**
Not applicable

Unknown acute toxicity 0% of the mixture consists of ingredient(s) of unknown toxicity

## 3. COMPOSITION/INFORMATION ON INGREDIENTS

**Substance**

| Chemical Name | CAS No. | Weight-% | Trade Secret |
|---|---|---|---|
| Sodium Tripolyphosphate | 7758-29-4 | 40-80 | * |
| Sodium metasilicate | 6834-92-0 | 7-18 | * |
| Sodium carbonate | 497-19-8 | <20 | * |
| Nonylphenol polyethylene glycol ether | 127087-87-0 | 5-15 | * |
| 2-Butoxyethanol | 111-76-2 | 3-12 | * |

*The exact percentage (concentration) of composition has been withheld as a trade secret.

## 4. FIRST AID MEASURES



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

**Description of first aid measures**

**Eye contact**

Immediately flush with plenty of water. After initial flushing, remove any contact lenses and continue flushing for at least 20 minutes. Immediate medical attention is required.

**Skin contact**

Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. Get immediate medical advice/attention.

**Inhalation**

Remove from exposure, lie down. Call a physician or poison control center immediately. If breathing is difficult, give oxygen. If not breathing, give artificial respiration.

**Ingestion**

Do NOT induce vomiting. Clean mouth with water and drink afterwards plenty of water. Never give anything by mouth to an unconscious person. If vomiting occurs spontaneously, keep head below hips to prevent aspiration.

**Most important symptoms and effects, both acute and delayed**

**Symptoms**

Symptoms: Alkaline. Causes burns. Irritating to respiratory system. May cause permanent damage to eyes.

**Indication of any immediate medical attention and special treatment needed**

**Note to physicians**

Note to physician: This material contains Ethylene glycol monobutyl ether Due to structural analogy and clinical data, this material may have a mechanism of intoxication similar to ethylene glycol. On that basis, treatment similar to ethylene glycol intoxication may be of benefit. In cases where several ounces (60 - 100 ml) have been ingested, consider the use of ethanol and hemodialysis in the treatment. Consult standard literature for details of treatment. If ethanol is used, a therapeutically effective blood concentration in the range of 100 - 150 mg/dl may be achieved by a rapid loading dose followed by a continuous intravenous infusion. Consult standard literature for details of treatment. 4-Methyl pyrazole (Antizol®) is an effective blocker of alcohol dehydrogenase and should be used in the treatment of ethylene glycol (EG), di- or triethylene glycol (DEG, TEG), ethylene glycol butyl ether (EGBE), or methanol intoxication if available. Fomepizole protocol (Brent, J. et al., New England Journal of Medicine, Feb. 8, 2001, 344:6, p. 424-9): loading dose 15 mg/kg intravenously, follow by bolus dose of 10 mg/kg every 12 hours; after 48 hours, increase bolus dose to 15 mg/kg every 12 hours. Continue fomepizole until serum methanol, EG, DEG, TEG or EGBE are undetectable. The signs and symptoms of poisoning include anion gap metabolic acidosis, CNS depression, renal tubular injury, and possible late stage cranial nerve involvement. Respiratory symptoms, including pulmonary edema, may be delayed. Persons receiving significant exposure should be observed 24-48 hours for signs of respiratory distress. Maintain adequate ventilation and oxygenation of the patient. In severe poisoning, respiratory support with mechanical ventilation and positive end expiratory pressure may be required. If lavage is performed, suggest endotracheal and/or esophageal control. Danger from lung aspiration must be weighed against toxicity when considering emptying the stomach. Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient. Repeated excessive exposure may aggravate preexisting blood disease (anemia). This material also contains Sodium Tripolyphosphate; ingestion of large quantities of phosphate salts (over 1.0 grams for an adult) may cause an osmotic catharsis resulting in diarrhea and probable abdominal cramps. Larger doses such as 4-8 grams will almost certainly cause these effects in everyone. In healthy individuals most of the ingested salt will be excreted in the feces with the diarrhea and, thus, not cause any systemic toxicity. Doses greater than 10 grams hypothetically may cause systemic toxicity. Treatment should take into consideration both anionic and cation portion of the molecule.

## 5. FIRE-FIGHTING MEASURES

**Suitable extinguishing media**

Use Water fog or fine spray. Dry chemical fire extinguishers. Carbon dioxide fire extinguishers. Foam. Alcohol resistant foams (ATC type) are preferred. General purpose synthetic foams (including AFFF) or protein foams may function, but will be less effective.



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

**Unsuitable extinguishing media** Do not use a solid water stream as it may scatter and spread fire.

**Specific hazards arising from the chemical**

Specific hazards arising from the chemical: During a fire, smoke may contain the original material in addition to combustion products of varying composition which may be toxic and/or irritating. Combustion products may include and are not limited to: Carbon monoxide. Carbon dioxide.

**Hazardous combustion products** Sodium Oxide. Oxides of Phosphorus.

**Explosion data**

**Sensitivity to Mechanical Impact** None.

**Sensitivity to Static Discharge** No information available.

**Protective equipment and precautions for firefighters**

Protective equipment and precautions for firefighters: Wear positive-pressure self-contained breathing apparatus (SCBA) and protective fire-fighting clothing (includes fire-fighting helmet, coat, trousers, boots, and gloves). Avoid contact with this material during fire-fighting operations. If contact is likely, change to full chemical resistant fire-fighting clothing with self-contained breathing apparatus. If this is not available, wear full chemical resistant clothing with self-contained breathing apparatus and fight fire from a remote location. For protective equipment in post-fire or non-fire clean-up situations, refer to the relevant sections.

## 6. ACCIDENTAL RELEASE MEASURES

**Personal precautions, protective equipment and emergency procedures**

| | |
|---|---|
| **Personal precautions** | Keep unnecessary personnel away. Wear appropriate personal protective equipment. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Local authorities should be advised if significant spillages cannot be contained. Heavier than water. See Section 8 of the SDS for Personal Protective Equipment. Avoid creating dust. |

**Environmental precautions**

| | |
|---|---|
| **Environmental precautions** | Do not allow into any sewer, on the ground or into any body of water. Prevent spreading of vapors through sewers, ventilation systems and confined areas. |

**Methods and material for containment and cleaning up**

| | |
|---|---|
| **Methods for containment** | Methods for containment: Contain spilled material if possible. Small spills: If liquid; Absorb with materials such as: Non-combustible material. Clay. Zorb-all®. Large spills: Dike area to contain spill. Collect in suitable and properly labeled containers. See Section 13, Disposal Considerations, for additional information. If dry material. Sweep up and remove to properly labeled containers. Use non-sparking equipment. |
| **Methods for cleaning up** | Pick up and transfer to properly labeled containers. |

## 7. HANDLING AND STORAGE

**Precautions for safe handling**

| | |
|---|---|
| **Advice on safe handling** | Advise on safe handling: Do not swallow. Avoid contact with eyes, skin, and clothing. Use with adequate ventilation. Wash thoroughly after handling. Keep away from heat, sparks and flame. See Section 8, EXPOSURE CONTROLS AND PERSONAL PROTECTION. |

**Conditions for safe storage, including any incompatibilities**

| | |
|---|---|
| **Storage Conditions** | Store in corrosive resistant containers. Stainless steel and Plastic containers are recommended. Storage: Store in the following material(s): Polyethylene, Carbon steel. Stainless steel. Phenolic lined steel drums. Do not store in: Aluminum. Copper. Galvanized iron. Galvanized steel. See Section 10 for more specific information. |



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

**Incompatible materials**

Strong oxidizing agents. Strong bases. Acids. Aqueous solutions will react with aluminum, zinc, tin and their alloys evolving hydrogen gas which can form an explosive mixture with air. Can react violently if in contact with acids. Can react with sugar residues to form carbon monoxide.

## 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

**Control parameters**

**Exposure Guidelines**

Specific exposure limits have not been established or are not applicable unless listed below.

| Chemical Name | ACGIH TLV | OSHA PEL | NIOSH IDLH |
|---|---|---|---|
| 2-Butoxyethanol<br>111-76-2 | TWA: 20 ppm | TWA: 50 ppm<br>TWA: 240 mg/m$^3$<br>(vacated) TWA: 25 ppm<br>(vacated) TWA: 120 mg/m$^3$<br>(vacated) S*<br>S* | IDLH: 700 ppm<br>TWA: 5 ppm<br>TWA: 24 mg/m$^3$ |

**Appropriate engineering controls**

**Engineering Controls**

Engineering controls: Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

**Individual protection measures, such as personal protective equipment**

**Eye/face protection**

Chemical resistant goggles must be worn. If splashing is likely, wear tight fitting goggles and face shield.

**Skin and body protection**

Wear protective gloves and protective clothing. Skin and body protection: Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product. HANDS: Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.

**Respiratory protection**

If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn. Positive-pressure supplied air respirators may be required for high airborne contaminant concentrations. Respiratory protection must be provided in accordance with current local regulations.

**General Hygiene Considerations**

Handle in accordance with good industrial hygiene and safety practice.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

**Information on basic physical and chemical properties**

| | | | |
|---|---|---|---|
| **Physical state** | powder | | |
| **Appearance** | White crystalline powder | **Odor** | Mild, butyl odor |
| **Color** | white | **Odor threshold** | No information available |

| Property | Values | Remarks • Method |
|---|---|---|
| pH | Alkaline pH 11-12 | |



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

| | | |
|---|---|---|
| **Melting point / freezing point** | No information available | |
| **Boiling point / boiling range** | No information available | |
| **Flash point** | No test data for finished product<br>2-Butoxyethanol = 67 Closed Cup | |
| **Evaporation rate** | No test data for finished product<br>2-Butoxyethanol = 0.06 | (n-butyl acetate = 1) |
| **Flammability (solid, gas)** | No information available | |
| **Flammability Limit in Air** | | |
| **Upper flammability limit:** | No information available | |
| **Lower flammability limit:** | No information available | |
| **Vapor pressure** | No information available | |
| **Vapor density** | No information available | |
| **Relative density** | No information available | |
| **Water solubility** | Complete | |
| **Solubility in other solvents** | No information available | |
| **Partition coefficient** | No information available | |
| **Autoignition temperature** | No test data for finished product<br>2-Butoxyethanol = 230 C | |
| **Decomposition temperature** | No information available | |
| **Kinematic viscosity** | No information available | |
| **Dynamic viscosity** | No information available | |
| **Explosive properties** | No information available | |
| **Oxidizing properties** | No information available | |

**Other Information**

| | |
|---|---|
| **Softening point** | No information available |
| **Molecular weight** | No information available |
| **VOC Content (%)** | No information available |
| **Density** | No information available |
| **Bulk density** | No information available |

## 10. STABILITY AND REACTIVITY

**Reactivity:**
Sodium Metasilicate: When arc welding vessels containing aqueous solutions of this material, take care to control any explosion risk from hydrogen evolved by electrolysis. Aqueous solutions will react with aluminum, zinc, tin and their alloys evolving hydrogen gas which can form an explosive mixture with air. Can react violently if in contact with acids. Can react with sugar residues to form carbon monoxide. Sodium Carbonate: Decomposes by reaction with strong acids

**Chemical stability**
Sodium Metasilicate is hygroscopic. All other ingredients are stable under normal conditions.
**Possibility of Hazardous Reactions**
Hazardous polymerization does not occur. Sodium Metasilicate is hygroscopic.
**Conditions to avoid**
Dusting conditions. Extreme heat, extreme humidity. Moisture. 2-Butoxyethanol can oxidize at elevated temperatures.
**Incompatible materials**
Strong oxidizing agents. Strong bases. Acids. Aqueous solutions will react with aluminum, zinc, tin and their alloys evolving hydrogen gas which can form an explosive mixture with air. Can react violently if in contact with acids. Can react with sugar residues to form carbon monoxide.
**Hazardous Decomposition Products**
Hydrogen. 2-Butoxyethanol: Decomposition products can include and are not limited to: Aldehydes. Ketones. Organic acids.

## 11. TOXICOLOGICAL INFORMATION

**Information on likely routes of exposure**



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

**Product Information** Product information. Inhalation is the most significant route of exposure in occupational and other settings. Dermal exposure is not usually a concern because product is poorly absorbed through intact skin. Product is not intended for ingestion.

**Inhalation** Dust/mist is severely irritating to the respiratory tract.

**Eye contact** Eye contact: Material will cause chemical burns. May cause permanent damage if eye is not immediately irrigated.

**Skin contact** The component Sodium Metasilicate will cause chemical burns.

**Ingestion** Material will cause burns due to its alkalinity.

| Chemical Name | Oral LD50 | Dermal LD50 | Inhalation LC50 |
|---|---|---|---|
| Sodium Tripolyphosphate 7758-29-4 | = 3120 mg/kg ( Rat ) | > 7940 mg/kg ( Rabbit ) | - |
| Sodium metasilicate 6834-92-0 | = 1153 mg/kg ( Rat ) | - | - |
| Sodium carbonate 497-19-8 | = 4090 mg/kg ( Rat ) | - | = 2300 mg/m$^3$ ( Rat ) 2 h |
| Nonylphenol polyethylene glycol ether 127087-87-0 | = 1310 mg/kg ( Rat ) | - | - |
| 2-Butoxyethanol 111-76-2 | = 470 mg/kg ( Rat ) | = 99 mg/kg ( Rabbit ) | = 450 ppm ( Rat ) 4 h |

**Information on toxicological effects**

**Symptoms** No information available.

**Delayed and immediate effects as well as chronic effects from short and long-term exposure**

**Sensitization** Classification criteria not met.

**Germ cell mutagenicity** Animal testing did not show any mutagenic effects.

**Carcinogenicity** The table below indicates whether each agency has listed any ingredient as a carcinogen.

| Chemical Name | ACGIH | IARC | NTP | OSHA |
|---|---|---|---|---|
| 2-Butoxyethanol 111-76-2 | A3 | Group 3 | - | - |

**Reproductive toxicity** No information available.

**STOT - single exposure** Sodium Metasilicate - Irritating to respiratory system.

**STOT - repeated exposure** 2-Butoxyethanol: In animals, effects have been reported on the following organs: blood (hemolysis) and secondary effects on the kidney and liver. Human red blood cells have been shown to be significantly less sensitive to hemolysis than those of rodents and rabbits. Nonylphenol Polyethylene Glycol Ether: For this family of materials: In animals, effects have been reported on the following organs: Kidney. Liver.

**Aspiration hazard** Not considered an aspiration hazard.

**Numerical measures of toxicity - Product Information**

**The following values are calculated based on chapter 3.1 of the GHS document .**

| | |
|---|---|
| **ATEmix (oral)** | 1,688.00 |
| **ATEmix (dermal)** | 6,010.00 |
| **ATEmix (inhalation-dust/mist)** | 6.50 |
| **ATEmix (inhalation-vapor)** | 4,500.00 |

## 12. ECOLOGICAL INFORMATION

**Ecotoxicity**

70 % of the mixture consists of components(s) of unknown hazards to the aquatic environment

| Chemical Name | Algae/aquatic plants | Fish | Crustacea |
|---|---|---|---|



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

| | | | |
|---|---|---|---|
| Sodium Tripolyphosphate 7758-29-4 | - | 1650: 48 h Leuciscus idus mg/L LC50 | - |
| 2-Butoxyethanol 111-76-2 | - | 1490: 96 h Lepomis macrochirus mg/L LC50 static 2950: 96 h Lepomis macrochirus mg/L LC50 | 1698 - 1940: 24 h Daphnia magna mg/L EC50 1000: 48 h Daphnia magna mg/L EC50 |
| Sodium carbonate 497-19-8 | 242: 120 h Nitzschia mg/L EC50 | 310 - 1220: 96 h Pimephales promelas mg/L LC50 static 300: 96 h Lepomis macrochirus mg/L LC50 static | 265: 48 h Daphnia magna mg/L EC50 |
| Sodium metasilicate 6834-92-0 | - | 210: 96 h Brachydanio rerio mg/L LC50 210: 96 h Brachydanio rerio mg/L LC50 semi-static | 216: 96 h Daphnia magna mg/L EC50 |

**Persistence and degradability**

Sodium Metasilicate, Pentahydrate: Inorganic. Soluble silicates, upon dilution, rapidly depolymerize into molecular species indistinguishable from natural dissolved silica. Sodium Carbonate: Photodegradation: hydrolyzes Test substance: Water carbonic acid/bicarbonate/carbonate acid/base equilibrium as a function of pH. Ethylene Glycol monobutyl ether: Biodegradability: Material is readily biodegradable. Passes OECD test(s) for ready biodegradability. Material is ultimately biodegradable (reaches > 70% mineralization in OECD test(s) for inherent biodegradability).10-day Window: Pass Biodegradation: 90.4 % Exposure time: 28 d Method: OECD Test Guideline 301B or Equivalent Theoretical Oxygen Demand: 2.30 mg/mg. Nonylphenol Polyethylene Glycol Ether: Biodegradability: For this family of materials: Based on stringent OECD test guidelines, this material cannot be considered as readily biodegradable; however, these results do not necessarily mean that the material is not biodegradable under environmental conditions.10-day Window: Not applicable Biodegradation: < 60 % Exposure time: 28 d Method: OECD Test Guideline 301B or Equivalent Theoretical Oxygen Demand: 2.15 - 2.25 mg/mg Chemical Oxygen Demand: 2.09 - 2.25 mg/mg.

**Bioaccumulation**

Nonylphenol PEG: Partition coefficient: n-octanol/water(log Pow): 2.1 - 3.4 Calculated. Bioconcentration factor (BCF): 5.9 - 48 Fish. Estimated. Ethylene Glycol Monobutyl Ether: Bioaccumulation: Bioconcentration potential is low (BCF < 100 or Log Pow < 3). Partition coefficient: n-octanol/water(log Pow): 0.81 Measured Bioconcentration factor (BCF): 3.2.

| Chemical Name | Partition coefficient |
|---|---|
| 2-Butoxyethanol 111-76-2 | 0.81 |

**Other adverse effects** No information available

## 13. DISPOSAL CONSIDERATIONS

**Waste treatment methods**

**Disposal of wastes**

Disposal: Disposal methods: DO NOT DUMP INTO ANY SEWERS, ON THE GROUND, OR INTO ANY BODYOF WATER. All disposal practices must be in compliance with all Federal, State/Provincial and local laws and regulations. Regulations may vary in different locations. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator. AS YOUR SUPPLIER, WE HAVE NO CONTROL OVER THE MANAGEMENT PRACTICES OR MANUFACTURING PROCESSES OF PARTIES HANDLING OR USING THIS MATERIAL. THE INFORMATION PRESENTED HERE PERTAINS ONLY TO THE PRODUCT AS SHIPPED IN ITS INTENDED CONDITION AS DESCRIBED IN MSDS SECTION: Composition Information. FORUNUSED & UNCONTAMINATED PRODUCT, the preferred options include sending to a licensed, permitted: Incinerator or other thermal destruction device.

**Contaminated packaging**

Contaminated packaging: Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

| Chemical Name | California Hazardous Waste Status |
|---|---|
| Sodium carbonate 497-19-8 | Corrosive |



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

## 14. TRANSPORT INFORMATION

**DOT** Not regulated

## 15. REGULATORY INFORMATION

**International Inventories**

| | |
|---|---|
| **TSCA** | Complies |
| **DSL/NDSL** | Complies |
| **EINECS/ELINCS** | Complies |
| **ENCS** | Complies |
| **IECSC** | Complies |
| **KECL** | Complies |
| **PICCS** | Complies |
| **AICS** | Complies |

**Legend:**

**TSCA** - United States Toxic Substances Control Act Section 8(b) Inventory
**DSL/NDSL** - Canadian Domestic Substances List/Non-Domestic Substances List
**EINECS/ELINCS** - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances
**ENCS** - Japan Existing and New Chemical Substances
**IECSC** - China Inventory of Existing Chemical Substances
**KECL** - Korean Existing and Evaluated Chemical Substances
**PICCS** - Philippines Inventory of Chemicals and Chemical Substances
**AICS** - Australian Inventory of Chemical Substances

**US Federal Regulations**

**SARA 313**

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372
Ethylene Glycol Monobutyl Ether

**SARA 311/312 Hazard Categories**

| | |
|---|---|
| **Acute health hazard** | Sodium Tripolyphosphate - Yes Sodium Carbonate - Yes Sodium Metasilicate - Yes Nonylphenol polyethylene glycol ether - Yes Ethylene Glycol Monobutyl Ether - Yes |
| **Chronic Health Hazard** | 2-Butoxyethanol - Yes |
| **Fire hazard** | 2-Butoxyethanol - Yes |
| **Sudden release of pressure hazard** | No |
| **Reactive Hazard** | No |

**CWA (Clean Water Act)**

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42)

**CERCLA**

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific reporting requirements at the local, regional, or state level pertaining to releases of this material



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

## US State Regulations

### California Proposition 65

This product does not contain any Proposition 65 chemicals

### U.S. State Right-to-Know Regulations

### U.S. EPA Label Information

**EPA Pesticide Registration Number** Not applicable

## 16. OTHER INFORMATION, INCLUDING DATE OF PREPARATION OF THE LAST REVISION

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| NFPA | Health hazards | 2 | Flammability | 1 | Instability | 0 | Physical and Chemical Properties - |
| HMIS | Health hazards | 2 | Flammability | 1 | Physical hazards | 0 | Personal protection X |

**Issue Date** 26-May-2016
**Revision Date** 26-May-2016
**Revision Note**
No information available

**Disclaimer**

**The information provided in this Material Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.**

**End of Safety Data Sheet**



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

DS. #404

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**Material Safety Data Sheet**
May be used to comply with OSHA's Hazard Communication Standard, 29 CFR 1910.1200. Standard must be consulted for specific requirements.

**U.S. Department of Labor**
Occupational Safety and Health Administration
(Non-Mandatory Form)
Form Approved
OMB No. 1218-0072

IDENTITY (As Used on Label and List)
product name: SONIC DRYING AGENT

Note: Blank spaces are not permitted. If any item is not applicable, or n information is available, the space must be marked to indicate that

## Section I

| | |
|---|---|
| Manufacturer's Name: DELTA SONIC INC. | Emergency Telephone Number: 1-800-333-0242 |
| Address (Number, Street, City, State, and ZIP Code): 570 DELAWARE AVE. | Telephone Number for Information: 1-716-882-9385 |
| BUFFALO, N.Y. 14202 | Date Prepared: 1-3-91 |
| | Signature of Preparer (optional) |

## Section II — Hazardous Ingredients/Identity Information

| Hazardous Components (Specific Chemical Identity; Common Name(s)) | OSHA PEL | ACGIH TLV | Other Limits Recommended | % (optional) |
|---|---|---|---|---|
| BUTOXYETHANOL E.B. | 50 P.P.M. | 25 P.P.M. | LESS THAN 3% | |
| MINERAL SEAL OIL | 5 mg/m³ | | LESS THAN 20% | |

## Section III — Physical/Chemical Characteristics

| | | | |
|---|---|---|---|
| Boiling Point | 212° F | Specific Gravity ($H_2O$ = 1) | 0.96 |
| Vapor Pressure (mm Hg.) | N/A | Melting Point | N/A |
| Vapor Density (AIR = 1) | N/A | Evaporation Rate (Butyl Acetate = 1) | N/A |

Solubility in Water: EMULSIFIED

Appearance and Odor: AMBER OILY MATERIAL OF MILD ODOR

## Section IV — Fire and Explosion Hazard Data

| | | | |
|---|---|---|---|
| Flash Point (Method Used): NONE TO BOIL | Flammable Limits: N/A | LEL | UEL |

Extinguishing Media: DRY CHEMICAL/WATER SPRAY/WATER FOG/ FOAM/SAND/EARTH

Special Fire Fighting Procedures: FIRE FIGHTER MUST BE EQUIPPED TO PREVENT BREATHING OF VAPORS OR PRODUCTS OF COMBUSTION. WEAR APPROVED SELFCONTAINED BREATHING APPARATUS AND PROTECTIVE CLOTHING.

Unusual Fire and Explosion Hazards: NONE

(Reproduce locally)

OSHA 174 Sept '94

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

product name: Sonic Drying Agent

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**Section V — Reactivity Data**

| | | | |
|---|---|---|---|
| Stability | Unstable | | Conditions to Avoid |
| | Stable | X | |

Incompatibility (Materials to Avoid)
STRONG OXIDIZERS SUCH AS HYDROGEN PEROXIDE OR BROMINE

Hazardous Decomposition or Byproducts
AS WITH ANY ORGANIC MATERIAL, COMBUSTION WILL PRODUCE $CO_2$ AND/OR CO

| | | | |
|---|---|---|---|
| Hazardous Polymerization | May Occur | | Conditions to Avoid |
| | Will Not Occur | X | |

**Section VI — Health Hazard Data**

Route(s) of Entry: Inhalation? YES Skin? YES Ingestion? ?

Health Hazards (Acute and Chronic)
REDENING OR IRRITATION OF SKIN OR EYES, POSSIBLE DERMITITIS

Carcinogenicity: NO NTP? NO IARC Monographs? NO OSHA Regulated? NO

Signs and Symptoms of Exposure
REDENING OF SKIN OR EYES

Medical Conditions Generally Aggravated by Exposure SKIN OR BREATING DISORDERS

Emergency and First Aid Procedures
FLUSH THOROUGHLY WITH WATER, GET MEDICAL ATTENTION IR IRRITATION PERSISTS

**Section VII — Precautions for Safe Handling and Use**

Steps to Be Taken In Case Material Is Released or Spilled
FLUSH WITH WATER OR ABSORB WITH SAND OR CAT LITTER; SWEEP UP AND DISPOSE OF IN ACCORDANCE WITH FEDERAL, STATE, LOCAL REGULATIONS

Waste Disposal Method
BIODEGRADEABLE; CAN BE FLUSHED INTO SANITARY SEWERS IF ALLOWED BY LAW. IF NOT, COLLECT AND DISPOSE OF ACCORDINGTO REGULATIONS

Precautions to Be Taken in Handling and Storing
STORE BETWEEN 45 and 120°F.

Other Precautions
IF FROZEN OR SEPERATED, THAW AND WARM AND RE- MIX THOURGLY.

**Section VIII — Control Measures**

Respiratory Protection (Specify Type)
NOT NORMALLY NEEDED - IF NECESSARY NIOSH/OSHA CHEMICAL CARTRIDGE

| | | | |
|---|---|---|---|
| Ventilation | Local Exhaust | IF NEEDED | Special |
| | Mechanical (General) | N/A | Other |

Protective Gloves YES Eye Protection SPLASH SHIELD OR GLASSES

Other Protective Clothing or Equipment RUBBER APRON RECOMENDED

Work/Hygienic Practices NORMAL GOOD WORK HABITS



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

Revised: 4/20/2006

Qual Chem

# MATERIAL SAFETY DATA SHEET

## PRODUCT IDENTIFICATION

SECTION 1

PRODUCT NAME: HydroPel

SUPPLIERS NAME: Qual Chem LLC
SUPPLIERS ADDRESS: 86 Merz, Akron, OH 44333
PHONE: 800-616-CHEM (2436)

HMIS

| | |
|---|---|
| HEALTH | 1 |
| FIRE | 1 |
| REACTIVITY | 0 |
| PROTECTION | B |

## HAZARDOUS INGREDIENTS

SECTION 2

| CHEMICAL NAME | CAS No. | HAZARD | PERCENTAGE | TWA-TLV | CAR |
|---|---|---|---|---|---|
| Glycol Ether, monobutyl | 111-76-2 | Combustible | 1-10 | 50 PPM | NO |
| Quaternary Surfactant | 16789-77-3 | Irritant | 5-10 | N/A | NO |
| Hydrotreated Middle Distillate | 64742-46-7 | N/A | 10-20 | N/A | NO |

## PHYSICAL DATA

SECTION 3

| | | | |
|---|---|---|---|
| BOILING POINT | N/A | SPECIFIC GRAVITY | 0.97 |
| VAPOR PRESSURE | N/A | VAPOR DENSITY | N/A |
| %VOLATILE | ~65 | PH | NA |
| SOLUBILITY IN WATER | ~100 | EVAPORATION RATES | N/A |
| PHYSICAL DESCRIPTION | CLEAR LIQUID | FREEZING POINT | N/A |

## FIRE & EXPLOSION HAZARD

SECTION 4

| | |
|---|---|
| FLASH POINT | >200F |
| FLAMMABLE LIMITS | N/A |
| EXTINGUISHING MEDIA | WATER, $CO_2$, FOAM, OR DRY CHEMICAL |
| SPECIAL FIRE FIGHTING PROCEDURES | N/A |
| UNUSUAL FIRE & EXPLOSION HAZARDS | N/A |

## REACTIVITY DATA

SECTION 5

| | | | |
|---|---|---|---|
| STABILITY | STABLE | COMPATIBILTY | N/A |
| HAZARDOUS DECOMPOSITION | $CO_2$ | | |
| HAZARDOUS POLYMERIZATION | N/A | | |

## STORAGE & HANDLING

SECTION 6

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE: KEEP OUT OF REACH OF CHILDREN. FOR USE BY TRAINED PROFESSIONALS ONLY. KEEP CONTAINER CLOSED DURING STORAGE. FOR INDUSTRIAL USE ONLY.



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

Revised: 4/20/2006

## HEALTH & FIRST AID

SECTION 7
*EFFECTS OF OVEREXPOSURE*

**PRIMARY ROUTE OF ENTRY**

EYES: EYE IRRITANT.

SKIN: MILD IRRITANT. WILL CAUSE SKIN TO BE DRY.

INHALATION: MAY BE IRRITATING TO THE MUCOUS MEMBRANES TO THE NOSE, THROAT, LUNGS. CHOKING, COUGHING OR HEADACHE MAY OCCUR.

INGESTION: IRRITATION TO THE MOUTH, THROAT AND GASTROINTESTINAL SYSTEM. LARGE AMOUNTS MAY CAUSE VOMITING AND DIARRHEA.

**FIRST AID PROCEDURES**

SKIN: REMOVE CONTAMINATED CLOTHING. FLUSH AFFECTED AREA WITH WATER. SEEK MEDICAL ATTENTION IF IRRITATION PERSISTS.

EYES: FLUSH EYES WITH LARGE QUANTITIES OF WATER. SEEK MEDICAL ATTENTION IF IRRITATION PERSISTS.

INHALATION: GET FRESH AIR. SEEK MEDICAL ATTENTION IF IRRITATION PERSISTS.

INGESTION: DO NOT INDUCE VOMITING. IF PERSON IS CONSCIOUS, DRINK LARGE QUANTITIES OF WATER. CONSULT A PHYSICIAN.

## SPECIAL PROTECTION DATA

SECTION 8

**RESPIRATORY PROTECTION:** USE WITH ADEQUATE VENTILATION.

**VENTILATION:** PROVIDE LOCAL EXHAUST TO KEEP TLV OF SECTION 2 INGREDIENTS BELOW ACCEPTABLE LIMI

**PROECTIVE GLOVES:** WATERPROOF

**EYE PROTECTION:** SAFETY GLASSES

**OTHER PROTECTIVE EQUIPMENT:** AS NEEDED TO PROTECT.

## SPILL OR LEAK PROCEDURE

SECTION 9

**STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED:** SWEEP UP OR OTHERWISE ABSORB AND HOLD FOR DISPOSAL.

**WASTE DISPOSAL METHOD:** ANY METHOD IN ACCORDANCE WITH APPLICABLE LAWS

THE INORMATION IN THIS MSDS WAS OBTAINED FROM SOURCES WHICH WE BELIEVE TO BE RELIABLE. HOWEVER, THE INFORMATION IS PROVIDED WITHOUT ANY WARRANTY, EXPRESS OR EMPLIED, REGARDING ITS CORRECTNESS.



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

# SAFETY DATA SHEET

**Issue Date** 24-May-2016 **Revision Date** 25-May-2016 **Version** 1

## 1. IDENTIFICATION

**Product Identifier**

**Product Name** Quad Prep

**Other means of identification**

**Product Code** QUADPREP
**UN/ID no.** 3266
**Synonyms** None

**Recommended use of the chemical and restrictions on use**

**Recommended Use** Industrial cleaner. Custom car/truck wash.
**Uses advised against** Consumer use

**Details of the supplier of the safety data sheet**

**Manufacturer Address**
Delta Sonic 570 Delaware, Buffalo, New York 14202

**Emergency telephone number**

**Company Phone Number** (716) 843-5477
**Emergency Telephone** Chemtrec 1-800-424-9300

## 2. HAZARDS IDENTIFICATION

**Classification**

**OSHA Regulatory Status**
This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

| | |
|---|---|
| Acute toxicity - Oral | Category 4 |
| Skin corrosion/irritation | Category 1 Sub-category B |
| Serious eye damage/eye irritation | Category 1 |
| Specific target organ toxicity (repeated exposure) | Category 2 |

**Label elements**

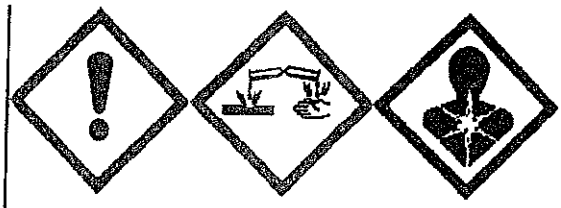
**Emergency Overview**

**Danger**

**Hazard statements**
Harmful if swallowed
Causes severe skin burns and eye damage



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)



Appearance Thick soapy liquid | Physical state liquid | Odor Mild, butyl odor

**Precautionary Statements - Prevention**
Wash face, hands and any exposed skin thoroughly after handling
Do not eat, drink or smoke when using this product
Do not breathe dusts or mists
Wear protective gloves/protective clothing/eye protection/face protection

**Precautionary Statements - Response**
Immediately call a POISON CENTER or doctor
Specific treatment (see .Section 4 on this SDS)
IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
Immediately call a POISON CENTER or doctor
IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/ shower
Wash contaminated clothing before reuse
IF INHALED: Remove person to fresh air and keep comfortable for breathing
Immediately call a POISON CENTER or doctor
IF SWALLOWED: Call a POISON CENTER or doctor if you feel unwell
Rinse mouth
Do NOT induce vomiting

**Precautionary Statements - Storage**
Store locked up

**Precautionary Statements - Disposal**
Dispose of contents/container to an approved waste disposal plant

**Hazards not otherwise classified (HNOC)**
Not applicable

**Other Information**
Toxic to aquatic life with long lasting effects

Unknown acute toxicity 13% of the mixture consists of ingredient(s) of unknown toxicity

## 3. COMPOSITION/INFORMATION ON INGREDIENTS

**Substance**

| Chemical Name | CAS No. | Weight-% | Trade Secret |
|---|---|---|---|
| Tetrasodium Ethylenediaminetetraacetate | 64-02-8 | 5-25 | * |
| Disodium Cocoampho Dipropionate | 68604-71-7 | 5-25 | * |
| 2-Butoxyethanol | 111-76-2 | 2-17 | * |
| Sodium metasilicate | 6834-92-0 | 3-14 | * |
| Nonylphenol polyethylene glycol ether | 127087-87-0 | 2-14 | * |
| Potassium hydroxide | 1310-58-3 | <10 | * |

*The exact percentage (concentration) of composition has been withheld as a trade secret.

## 4. FIRST AID MEASURES



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

**Description of first aid measures**

| | |
|---|---|
| **General advice** | In case of accident or unwellness, seek medical advice immediately (show directions for use or safety data sheet if possible). |
| **Eye contact** | Immediately flush with plenty of water. After initial flushing, remove any contact lenses and continue flushing for at least 15 minutes. |
| **Skin contact** | Skin Contact: For minor skin contact, avoid spreading material on unaffected skin. In case of contact with substance, immediately flush skin with running water for at least 20 minutes. Remove and isolate contaminated clothing. |
| **Inhalation** | Remove from exposure, lie down. Call a physician or poison control center immediately. If breathing is difficult, give oxygen. If not breathing, give artificial respiration. |
| **Ingestion** | Rinse mouth. Call a physician or poison control center immediately. Do NOT induce vomiting. Never give anything by mouth to an unconscious person. |

**Most important symptoms and effects, both acute and delayed**

| | |
|---|---|
| **Symptoms** | Symptoms: Aside from the information found under Description of first aid measures (above) and Indication of immediate medical attention and special treatment needed (below), any additional important symptoms and effects are described in Section 11: Toxicology Information. |

**Indication of any immediate medical attention and special treatment needed**

| | |
|---|---|
| **Note to physicians** | All treatments should be based on observed signs and symptoms of distress in the patient. Consideration should be given to the possibility that overexposure to materials other that this product may have occurred. Note to physician: (2-Butoxyethanol): Due to structural analogy and clinical data, this material may have a mechanism of intoxication similar to ethylene glycol. On that basis, treatment similar to ethylene glycol intoxication may be of benefit. In cases where several ounces (60 - 100 ml) have been ingested, consider the use of ethanol and hemodialysis in the treatment. Consult standard literature for details of treatment. If ethanol is used, a therapeutically effective blood concentration in the range of 100 - 150 mg/dl may be achieved by a rapid loading dose followed by a continuous intravenous infusion. Consult standard literature for details of treatment. 4-Methyl pyrazole (Antizol®) is an effective blocker of alcohol dehydrogenase and should be used in the treatment of ethylene glycol (EG), di- or triethylene glycol (DEG, TEG), ethylene glycol butyl ether (EGBE), or methanol intoxication if available. Fomepizole protocol (Brent, J. et al., New England Journal of Medicine, Feb. 8, 2001, 344:6, p. 424-9): loading dose 15 mg/kg intravenously, follow by bolus dose of 10 mg/kg every 12 hours; after 48 hours, increase bolus dose to 15 mg/kg every 12 hours. Continue fomepizole until serum methanol, EG, DEG, TEG or EGBE are undetectable. The signs and symptoms of poisoning include anion gap metabolic acidosis, CNS depression, renal tubular injury, and possible late stage cranial nerve involvement. Respiratory symptoms, including pulmonary edema, may be delayed. Persons receiving significant exposure should be observed 24-48 hours for signs of respiratory distress. Maintain adequate ventilation and oxygenation of the patient. In severe poisoning, respiratory support with mechanical ventilation and positive end expiratory pressure may be required. If lavage is performed, suggest endotracheal and/or esophageal control. Danger from lung aspiration must be weighed against toxicity when considering emptying the stomach. Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient. Repeated excessive exposure may aggravate preexisting blood disease (anemia). |

## 5. FIRE-FIGHTING MEASURES

**Suitable extinguishing media**

Water spray (fog). Carbon dioxide (CO2). Foam. Extinguishing powder. Alcohol resistant foam.



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

**Unsuitable extinguishing media** CAUTION: Use of water spray when fighting fire may be inefficient.

**Specific hazards arising from the chemical**
Containers may explode when heated. Vapors may travel to areas away from work site before igniting/flashing back to vapor source. Material may burn however it does not sustain combustion as determined by a test method specified in 49 CFR 173 Appendix H ro Part 173 Method for Sustained Combustibility. (Disodium Cocoampho Dipropionate).

**Explosion data**
**Sensitivity to Mechanical Impact** None.
**Sensitivity to Static Discharge** None.

**Protective equipment and precautions for firefighters**
As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

## 6. ACCIDENTAL RELEASE MEASURES

**Personal precautions, protective equipment and emergency procedures**

| | |
|---|---|
| **Personal precautions** | Personal precautions: No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Do not breathe vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment (see Section 8). |

**Environmental precautions**

| | |
|---|---|
| **Environmental precautions** | Do not allow into any sewer, on the ground or into any body of water. Local authorities should be advised if significant spillages cannot be contained. |

**Methods and material for containment and cleaning up**

| | |
|---|---|
| **Methods for containment** | Soak up condensate with inert absorbent material and collect in ventilated waste container for disposal. |
| **Methods for cleaning up** | Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust). Sweep up and shovel into suitable containers for disposal. Take precautionary measures against static discharges. Take up mechanically, placing in appropriate containers for disposal. |

## 7. HANDLING AND STORAGE

**Precautions for safe handling**

| | |
|---|---|
| **Advice on safe handling** | Avoid contact with skin, eyes or clothing. Do not breathe dust/fume/gas/mist/vapors/spray. In case of insufficient ventilation, wear suitable respiratory equipment. Emergency eyewash and shower should be readily available. |

**Conditions for safe storage, including any incompatibilities**

| | |
|---|---|
| **Storage Conditions** | Keep container tightly closed in a dry and well-ventilated place. Store in corrosive resistant containers. Stainless steel and Plastic containers are recommended. Keep in properly labeled containers. Store locked up. |
| **Incompatible materials** | Oxidizing agent. Amphoteric metals. Light metals. Strong acids. Strong bases. Strong reducing agents. Avoid prolonged contact with alkali sensitive metals such as Aluminum, Brass, Bronze, Copper, Lead, Tin and Zinc due to flammable hydrogen gas generation. Potassium Hydroxide: Organic chemicals, nitrocarbons, halocarbons and metals or alloys mentioned above. Oxidizing agents. Acids. Phosphorus. Aluminum. Zinc. Tin. Initiates or catalyzes violent polymerization of acetaldehyde, acrolein or acrylonitrile. |



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## 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

**Control parameters**

**Exposure Guidelines** Specific exposure limits have not been established or are not applicable unless listed below.

| Chemical Name | ACGIH TLV | OSHA PEL | NIOSH IDLH |
|---|---|---|---|
| 2-Butoxyethanol<br>111-76-2 | TWA: 20 ppm | TWA: 50 ppm<br>TWA: 240 mg/m$^3$<br>(vacated) TWA: 25 ppm<br>(vacated) TWA: 120 mg/m$^3$<br>(vacated) S*<br>S* | IDLH: 700 ppm<br>TWA: 5 ppm<br>TWA: 24 mg/m$^3$ |
| Potassium hydroxide<br>1310-58-3 | Ceiling: 2 mg/m$^3$ | (vacated) Ceiling: 2 mg/m$^3$ | Ceiling: 2 mg/m$^3$ |

**Appropriate engineering controls**

**Engineering Controls** Engineering controls: Use local exhaust ventilation, or other engineering controls to maintain airborne levels below exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, general ventilation should be sufficient for most operations. Local exhaust ventilation may be necessary for some operations. Eyewash stations. Showers.

**Individual protection measures, such as personal protective equipment**

**Eye/face protection** Chemical resistant goggles must be worn. If splashing is likely, wear tight fitting goggles and face shield. Make emergency eyewash stations, safety/quick-drench showers, and washing facilities available in work area. Avoid contact with eyes.

**Skin and body protection** Wear protective gloves and protective clothing. Skin: Wear protective clothing to minimize skin contact. When potential for contact with wet material exists, wear Tychem or similar chemical protective suit. When potential for contact with material exists, wear disposable coveralls suitable for dust/mist exposure, such as Tyvek.

**Respiratory protection** If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn. Positive-pressure supplied air respirators may be required for high airborne contaminant concentrations. Respiratory protection must be provided in accordance with current local regulations.

**General Hygiene Considerations** Handle in accordance with good industrial hygiene and safety practice.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

**Information on basic physical and chemical properties**

| | | | |
|---|---|---|---|
| **Physical state** | liquid | | |
| **Appearance** | Thick soapy liquid | **Odor** | Mild, butyl odor |
| **Color** | No information available | **Odor threshold** | No information available |

| Property | Values | Remarks • Method |
|---|---|---|
| **pH** | Alkaline pH 11 - 12 | |
| **Melting point / freezing point** | No information available | |
| **Boiling point / boiling range** | No information available | |
| **Flash point** | No information available | |
| **Evaporation rate** | No information available | |
| **Flammability (solid, gas)** | No information available | |
| **Flammability Limit in Air** | | |
| **Upper flammability limit:** | No information available | |
| **Lower flammability limit:** | No information available | |
| **Vapor pressure** | No information available | |



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| | |
|---|---|
| **Vapor density** | No information available |
| **Relative density** | No information available |
| **Water solubility** | No information available |
| **Solubility in other solvents** | No information available |
| **Partition coefficient** | No information available |
| **Autoignition temperature** | No information available |
| **Decomposition temperature** | No information available |
| **Kinematic viscosity** | No information available |
| **Dynamic viscosity** | No information available |
| **Explosive properties** | No information available |
| **Oxidizing properties** | No information available |

**Other Information**

| | |
|---|---|
| **Softening point** | No information available |
| **Molecular weight** | No information available |
| **VOC Content (%)** | No information available |
| **Density** | No information available |
| **Bulk density** | No information available |

## 10. STABILITY AND REACTIVITY

**Reactivity**
No data available

**Chemical stability**
Stable under recommended storage conditions.

**Possibility of Hazardous Reactions**
Hazardous reactions: Sodium Metasilicate - Contact with acids will cause evolution of heat. Carbon monoxide gas may form upon contact with reducing sugars, food and beverage products in enclosed spaces. When wet, may react with alkali sensitive metals to form flammable hydrogen gas.

**Conditions to avoid**
2-Butoxyethanol can oxidize at elevated temperatures. Generation of gas during decomposition can cause pressure in closed systems. Exposure to elevated heat can cause thermal decomposition.

**Incompatible materials**
Oxidizing agent. Amphoteric metals. Light metals. Strong acids. Strong bases. Strong reducing agents. Avoid prolonged contact with alkali sensitive metals such as Aluminum, Brass, Bronze, Copper, Lead, Tin and Zinc due to flammable hydrogen gas generation. Potassium Hydroxide: Organic chemicals, nitrocarbons, halocarbons and metals or alloys mentioned above. Oxidizing agents. Acids. Phosphorus. Aluminum. Zinc. Tin. Initiates or catalyzes violent polymerization of acetaldehyde, acrolein or acrylonitrile.

**Hazardous Decomposition Products**
Disodium Cocoampho Dipropionate: On combustion - NOx, Carbon Oxides. 2-Butoxyethanol - Decomposition products can include and are not limited to: Aldehydes. Ketones. Organic acids. Potassium Hydroxide: Flammable hydrogen gas may be generated when KOH and certain metals react.

## 11. TOXICOLOGICAL INFORMATION

**Information on likely routes of exposure**

| | |
|---|---|
| **Product Information** | Alkaline. Causes burns. Irritating to respiratory system. |
| **Inhalation** | May cause irritation of respiratory tract. By analogy with sodium hydroxide, inhalation of solution mist is expected to cause mild irritation at 2 $mg/m^3$. More severe burns and tissue damage in the upper respiratory tract can occur at higher concentrations. Pneumonitis can result from severe exposures. Sodium Metasilicate: May cause irritation of the respiratory tract with coughing, choking, pain and possibly burns of the mucous membranes. Upon contact with moist mucous membranes, sodium metasilicate is highly alkaline and may cause corrosive damage. 2-Butoxyethanol: Brief contact may cause slight skin irritation with local redness. Repeated exposure may cause irritation, even a burn. May cause more severe response on covered skin (under clothing, gloves). All other ingredients either case redness and irritation or information is not available. |



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**Eye contact**

Potassium Hydroxide: Major potential hazard – Liquid in the eye can cause severe destruction and blindness. These effects can occur rapidly affecting all parts of the eye. Mist or dust can cause irritation with high concentrations causing destructive burns. Sodium Metasilicate: Causes serious eye damage. May cause severe irritation, pain and corneal burns (possibly leading to blindness). The full extent of the injury may not be immediately apparent. 2-Butoxyethanol: May cause severe eye irritation. May cause moderate corneal injury. Effects may be slow to heal. Vapor may cause eye irritation experienced as mild discomfort and redness. All other ingredients: No information available.

**Skin contact**

Potassium Hydroxide: Major potential hazard - contact with the skin can cause severe burns with deep ulcerations. Contact with solution or mist can cause multiple burns with temporary loss of hair at burn site. Solutions may not cause immediate pain or irritation upon skin contact. Prolonged or repeated contact with dilute solutions may cause drying and cracking of skin and possible skin damage. Sodium Metasilicate: Causes severe skin burns. May cause redness, irritation, burning sensation, swelling, blister formation, first, second, or third degree burns. 2-Butoxyethanol: Brief contact may cause slight skin irritation with local redness. Repeated exposure may cause irritation, even a burn. May cause more severe response on covered skin (under clothing, gloves). All other ingredients: no information available.

**Ingestion**

Ingestion of potassium hydroxide can cause severe burning and pain in lips, mouth, tongue, throat and stomach. Severe scarring of the throat can occur after swallowing. Death can result from ingestion of larger amounts. Sodium Metasilicate: Harmful if swallowed. May cause immediate pain and severe burns of the upper and lower gastrointestinal tract with vomiting, nausea, and diarrhea.

| Chemical Name | Oral LD50 | Dermal LD50 | Inhalation LC50 |
|---|---|---|---|
| Tetrasodium Ethylenediaminetetraacetate 64-02-8 | = 1658 mg/kg ( Rat ) = 10 g/kg ( Rat ) | - | - |
| 2-Butoxyethanol 111-76-2 | = 470 mg/kg ( Rat ) | = 99 mg/kg ( Rabbit ) | = 450 ppm ( Rat ) 4 h |
| Sodium metasilicate 6834-92-0 | = 1153 mg/kg ( Rat ) | - | - |
| Nonylphenol polyethylene glycol ether 127087-87-0 | = 1310 mg/kg ( Rat ) | - | - |
| Potassium hydroxide 1310-58-3 | = 284 mg/kg ( Rat ) | - | - |

**Information on toxicological effects**

**Symptoms**

All symptoms of acute toxicity are due to high alkalinity.

**Delayed and immediate effects as well as chronic effects from short and long-term exposure**

**Sensitization**

Classification criteria not met.

**Germ cell mutagenicity**

No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic. None known.

**Carcinogenicity**

The table below indicates whether each agency has listed any ingredient as a carcinogen.

| Chemical Name | ACGIH | IARC | NTP | OSHA |
|---|---|---|---|---|
| 2-Butoxyethanol 111-76-2 | A3 | Group 3 | - | - |

**Reproductive toxicity**

With 2-Butoxyethanol, laboratory animal studies, effects have been seen only at a dose that produced significant toxicity to the parent animals.

**STOT - single exposure**

Disodium Cocoampho Dipropionate: Routes of exposure: Ingestion, Skin contact, Inhalation (vapor) Target Organs: Central nervous system, optic nerve Toxicology Assessment: The substance or mixture is classified as specific target organ toxicant, single exposure, category 1. According to the classification criteria for mixtures. Sodium Metasilicate: Category 3 - Respiratory tract irritation.

**STOT - repeated exposure**

2-Butoxyethanol: In animals, effects have been reported on the following organs: blood (hemolysis) and secondary effects on the kidney and liver. Human red blood cells have



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been shown to be significantly less sensitive to hemolysis than those of rodents and rabbits. Nonylphenol Polyethylene Glycol Ether: For this family of materials: In animals, effects have been reported on the following organs: Kidney. Liver.

**Aspiration hazard** Based on physical properties, not likely to be an aspiration hazard.

**Numerical measures of toxicity - Product Information**

**The following values are calculated based on chapter 3.1 of the GHS document .**

| | |
|---|---|
| **ATEmix (oral)** | 1,302.00 |
| **ATEmix (dermal)** | 8,700.00 |
| **ATEmix (inhalation-dust/mist)** | 11.86 |
| **ATEmix (inhalation-vapor)** | 3,559.00 |

## 12. ECOLOGICAL INFORMATION

**Ecotoxicity**

The table below indicates whether this product is an aquatic toxin

| Chemical Name | Algae/aquatic plants | Fish | Crustacea |
|---|---|---|---|
| Tetrasodium Ethylenediaminetetraacetate 64-02-8 | 1.01: 72 h Desmodesmus subspicatus mg/L EC50 | 41: 96 h Lepomis macrochirus mg/L LC50 static 59.8: 96 h Pimephales promelas mg/L LC50 static | 610: 24 h Daphnia magna mg/L EC50 |
| 2-Butoxyethanol 111-76-2 | - | 1490: 96 h Lepomis macrochirus mg/L LC50 static 2950: 96 h Lepomis macrochirus mg/L LC50 | 1698 - 1940: 24 h Daphnia magna mg/L EC50 1000: 48 h Daphnia magna mg/L EC50 |
| Sodium metasilicate 6834-92-0 | - | 210: 96 h Brachydanio rerio mg/L LC50 210: 96 h Brachydanio rerio mg/L LC50 semi-static | 216: 96 h Daphnia magna mg/L EC50 |
| Potassium hydroxide 1310-58-3 | - | 80: 96 h Gambusia affinis mg/L LC50 static | - |

**Persistence and degradability**

EDTA TETRASODIUM: Assessment biodegradation and elimination (H2O)Experience has shown that the product is difficult to eliminate in effluent treatment plants. Was found to be potentially biodegradeable. Ethylenediaminetetraacetic Acid Tetrasodium Salt Was found to be potentially biodegradeable. Not readily biodegradable (by OECD criteria). Disodium Cocoampho Dipropionate: Inherently biodegradable. 2-butoxyethanol: Biodegradability: Material is readily biodegradable. Passes OECD test(s) for ready biodegradability. Material is ultimately biodegradable (reaches > 70% mineralization in OECD test(s) for inherent biodegradability).10-day Window: Pass Biodegradation: 90.4 % Exposure time: 28 d Method: OECD Test Guideline 301B or Equivalent. Sodium Metasilicate: This material is inorganic and not subject to biodegradation. This material is believed to persist in the environment. Potassium Hydroxide: Not biodegradable (Biodegradability term pertains to an organic material capable of decomposition as a result of attack by microorganisms). However, potassium hydroxide will be neutralized by acidity present in natural environment. Nonylphenol polyethylene glycol ether: Biodegradability: For this family of materials: Based on stringent OECD test guidelines, this material cannot be considered as readily biodegradable; however, these results do not necessarily mean that the material is not biodegradable under environmental conditions.10-day Window: Not applicable Biodegradation: < 60 % Exposure time: 28 d Method: OECD Test Guideline 301B or Equivalent Theoretical Oxygen Demand: 2.15 - 2.25 mg/mg Chemical Oxygen Demand: 2.09 - 2.25 mg/mg Bioaccumulative potential Partition coefficient: n-octanol/water(log Pow): 2.1 - 3.4 Calculated. Bioconcentration factor (BCF): 5.9 - 48 Fish. Estimated.

**Bioaccumulation**

2-butoxyethanol: Bioaccumulation: Bioconcentration potential is low (BCF < 100 or Log Pow < 3). Partition coefficient: n-octanol/water(log Pow): 0.81 Measured Bioconcentration factor (BCF): 3.2. Nonylphenol polyethylene glycol ether: Partition coefficient: n-octanol/water(log Pow): 2.1 - 3.4 Calculated.Bioconcentration factor (BCF): 5.9 - 48 Fish. Estimated. The remaining ingredients either do not meet the criteria or does not have information.

| Chemical Name | Partition coefficient |
|---|---|
| 2-Butoxyethanol 111-76-2 | 0.81 |
| Potassium hydroxide 1310-58-3 | 0.65<br>0.83 |

**Other adverse effects** No information available



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## 13. DISPOSAL CONSIDERATIONS

**Waste treatment methods**

**Disposal of wastes**

Disposal of wastes: Disposal methods: DO NOT DUMP INTO ANY SEWERS, ON THE GROUND, OR INTO ANY BODYOF WATER. All disposal practices must be in compliance with all Federal, State/Provincial and local laws and regulations. Regulations may vary in different locations. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator. AS YOUR SUPPLIER, WE HAVE NO CONTROL OVER THE MANAGEMENT PRACTICES OR MANUFACTURING PROCESSES OF PARTIES HANDLING OR USING THIS MATERIAL. THE INFORMATION PRESENTED HERE PERTAINS ONLY TO THE PRODUCT AS SHIPPED IN ITS INTENDED CONDITION AS DESCRIBED IN MSDS SECTION: Composition Information. FOR UNUSED & UNCONTAMINATED PRODUCT, the preferred options include sending to a licensed, permitted: incinerator or other thermal destruction device. Waste water treatment system.

**Contaminated packaging**

Contaminated packaging: Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

| Chemical Name | California Hazardous Waste Status |
|---|---|
| Potassium hydroxide<br>1310-58-3 | Toxic<br>Corrosive |

## 14. TRANSPORT INFORMATION

**DOT**

| | |
|---|---|
| **UN/ID no.** | Regulated<br>3266 |
| **Proper shipping name** | Corrosive Liquid, Basic, Inorganic, n.o.s. (contains Sodium Metasilicate, Pentahydrate and Potassium Hydroxide) |
| **Hazard Class** | 8 |
| **Packing Group** | PGII |

## 15. REGULATORY INFORMATION

**International Inventories**

| | |
|---|---|
| **TSCA** | Complies |
| **DSL/NDSL** | Complies |
| **EINECS/ELINCS** | Complies |
| **ENCS** | Does not comply |
| **IECSC** | Complies |
| **KECL** | Complies |
| **PICCS** | Complies |
| **AICS** | Complies |

**Legend:**

**TSCA** - United States Toxic Substances Control Act Section 8(b) Inventory



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**DSL/NDSL** - Canadian Domestic Substances List/Non-Domestic Substances List
**EINECS/ELINCS** - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances
**ENCS** - Japan Existing and New Chemical Substances
**IECSC** - China Inventory of Existing Chemical Substances
**KECL** - Korean Existing and Evaluated Chemical Substances
**PICCS** - Philippines Inventory of Chemicals and Chemical Substances
**AICS** - Australian Inventory of Chemical Substances

## US Federal Regulations

### SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

### SARA 311/312 Hazard Categories

| | |
|---|---|
| **Acute health hazard** | 2-Butoxyethanol - Yes EDTA Tetrasodium - Yes Disodium Cocoampho Dipropionate - Yes Nonylphenol Polyethylene Glycol Ether - Yes |
| **Chronic Health Hazard** | 2-Butoxyethanol - Yes |
| **Fire hazard** | 2-Butoxyethanol - Yes Disodium Cocoampho Dipropionate - Yes |
| **Sudden release of pressure hazard** | No |
| **Reactive Hazard** | No |

### CWA (Clean Water Act)

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42)

| Chemical Name | CWA - Reportable Quantities | CWA - Toxic Pollutants | CWA - Priority Pollutants | CWA - Hazardous Substances |
|---|---|---|---|---|
| Potassium hydroxide 1310-58-3 | 1000 lb | - | - | X |

### CERCLA

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific reporting requirements at the local, regional, or state level pertaining to releases of this material

| Chemical Name | Hazardous Substances RQs | CERCLA/SARA RQ | Reportable Quantity (RQ) |
|---|---|---|---|
| Potassium hydroxide 1310-58-3 | 1000 lb | - | RQ 1000 lb final RQ<br>RQ 454 kg final RQ |

## US State Regulations

### California Proposition 65

This product does not contain any Proposition 65 chemicals

### U.S. State Right-to-Know Regulations

### U.S. EPA Label Information

**EPA Pesticide Registration Number** Not applicable

## 16. OTHER INFORMATION, INCLUDING DATE OF PREPARATION OF THE LAST REVISION

| | | | | |
|---|---|---|---|---|
| **NFPA** | **Health hazards** 3 | **Flammability** 1 | **Instability** 0 | **Physical and Chemical Properties** - |
| **HMIS** | **Health hazards** 3 | **Flammability** 1 | **Physical hazards** 0 | **Personal protection** X |

**Issue Date** 24-May-2016
**Revision Date** 25-May-2016
**Revision Note**
No information available
**Disclaimer**



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The information provided in this Material Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

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Qual Chem
JOIN THE GREEN TEAM

# Safety Data Sheet

**Issue Date:** 04-Feb-2015 **Revision Date:** 19-Feb-2015 **Version** 1

## 1. IDENTIFICATION

**Product Identifier**
**Product Name** NanoNauba Blue

**Other means of identification**
**SDS #** QC-098B

**Recommended use of the chemical and restrictions on use**
**Recommended Use** Cleaning agent.

**Details of the supplier of the safety data sheet**
**Supplier Address**
Qual Chem LLC
86 Merz Blvd
Akron, OH 44333

**Emergency Telephone Number**
**Company Phone Number** 1-800-616-CHEM (2436)
**Emergency Telephone (24 hr)** INFOTRAC 1-352-323-3500 (International)
1-800-535-5053 (North America)

## 2. HAZARDS IDENTIFICATION

**Appearance** Clear, dark brown/ yellow liquid **Physical State** Liquid

**Classification**

| | |
|---|---|
| Skin sensitization | Category 1 |

**Hazards Not Otherwise Classified (HNOC)**
Causes mild skin irritation

**Signal Word**
**Warning**

**Hazard Statements**
May cause an allergic skin reaction



**Precautionary Statements - Prevention**
Avoid breathing dust/fume/gas/mist/vapors/spray
Contaminated work clothing should not be allowed out of the workplace
Wear protective gloves



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**Precautionary Statements - Response**
IF ON SKIN: Wash with plenty of soap and water
Wash contaminated clothing before reuse
If skin irritation or rash occurs: Get medical advice/attention

**Precautionary Statements - Disposal**
Dispose of contents/container to an approved waste disposal plant

**Other Hazards**
Harmful to aquatic life with long lasting effects

## 3. COMPOSITION/INFORMATION ON INGREDIENTS

| Chemical Name | CAS No | Weight-% |
|---|---|---|
| Proprietary solvent | Proprietary | <5 |
| Proprietary surfactant | Proprietary | <5 |
| Proprietary solvent | Proprietary | <5 |
| Proprietary solvent | Proprietary | <1 |

**If Chemical Name/CAS No is "proprietary" and/or Weight-% is listed as a range, the specific chemical identity and/or percentage of composition has been withheld as a trade secret.**

## 4. FIRST-AID MEASURES

**First Aid Measures**

**Eye Contact** Rinse thoroughly with plenty of water for at least 15 minutes, lifting lower and upper eyelids. Consult a physician.

**Skin Contact** Wash with plenty of soap and water. Wash contaminated clothing before reuse. If skin irritation or rash occurs: Get medical advice/attention.

**Inhalation** Remove to fresh air.

**Ingestion** Clean mouth with water and drink afterwards plenty of water.

**Most important symptoms and effects**

**Symptoms** Causes mild skin irritation. May cause an allergic skin reaction.

**Indication of any immediate medical attention and special treatment needed**

**Notes to Physician** Treat symptomatically.

## 5. FIRE-FIGHTING MEASURES

**Suitable Extinguishing Media**
Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

**Unsuitable Extinguishing Media** Not determined.

**Specific Hazards Arising from the Chemical**
Not determined.

**Protective equipment and precautions for firefighters**
As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.



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## 6. ACCIDENTAL RELEASE MEASURES

**Personal precautions, protective equipment and emergency procedures**

| | |
|---|---|
| **Personal Precautions** | Use personal protective equipment as required. |
| **Environmental Precautions** | See Section 12 for additional Ecological Information. |

**Methods and material for containment and cleaning up**

| | |
|---|---|
| **Methods for Containment** | Prevent further leakage or spillage if safe to do so. |
| **Methods for Clean-Up** | Keep in suitable, closed containers for disposal. |

## 7. HANDLING AND STORAGE

**Precautions for safe handling**

| | |
|---|---|
| **Advice on Safe Handling** | Handle in accordance with good industrial hygiene and safety practice. Avoid breathing dust/fume/gas/mist/vapors/spray. Contaminated work clothing should not be allowed out of the workplace. Wear protective gloves. |

**Conditions for safe storage, including any incompatibilities**

| | |
|---|---|
| **Storage Conditions** | Keep containers tightly closed in a dry, cool and well-ventilated place. |
| **Incompatible Materials** | None known based on information supplied. |

## 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

**Exposure Guidelines**

| Chemical Name | ACGIH TLV | OSHA PEL | NIOSH IDLH |
|---|---|---|---|
| Proprietary solvent | TWA: 20 ppm | TWA: 50 ppm<br>TWA: 240 mg/m³<br>(vacated) TWA: 25 ppm<br>(vacated) TWA: 120 mg/m³<br>(vacated) S*<br>S* | IDLH: 700 ppm<br>TWA: 5 ppm<br>TWA: 24 mg/m³ |
| Proprietary solvent | - | TWA: 15 mg/m³ mist, total particulate<br>TWA: 5 mg/m³ mist, respirable fraction<br>(vacated) TWA: 10 mg/m³ mist, total particulate<br>(vacated) TWA: 5 mg/m³ mist, respirable fraction | - |

**Appropriate engineering controls**

| | |
|---|---|
| **Engineering Controls** | Apply technical measures to comply with the occupational exposure limits. |

**Individual protection measures, such as personal protective equipment**

| | |
|---|---|
| **Eye/Face Protection** | Avoid contact with eyes. |
| **Skin and Body Protection** | Wear suitable protective clothing. |
| **Respiratory Protection** | Ensure adequate ventilation, especially in confined areas. |



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**General Hygiene Considerations** Handle in accordance with good industrial hygiene and safety practice.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

**Information on basic physical and chemical properties**

| | | | |
|---|---|---|---|
| **Physical State** | Liquid | | |
| **Appearance** | Clear, dark brown/ yellow liquid | **Odor** | Not determined |
| **Color** | Clear, dark brown/ yellow | **Odor Threshold** | Not determined |

| Property | Values | Remarks • Method |
|---|---|---|
| **pH** | Not determined | |
| **Melting Point/Freezing Point** | Not determined | |
| **Boiling Point/Boiling Range** | Not determined | |
| **Flash Point** | Not determined | |
| **Evaporation Rate** | Not determined | |
| **Flammability (Solid, Gas)** | Not determined | |
| **Upper Flammability Limits** | Not determined | |
| **Lower Flammability Limit** | Not determined | |
| **Vapor Pressure** | Not determined | |
| **Vapor Density** | Not determined | |
| **Specific Gravity** | Not determined | |
| **Water Solubility** | Not determined | |
| **Solubility in other solvents** | Not determined | |
| **Partition Coefficient** | Not determined | |
| **Auto-ignition Temperature** | Not determined | |
| **Decomposition Temperature** | Not determined | |
| **Kinematic Viscosity** | Not determined | |
| **Dynamic Viscosity** | Not determined | |
| **Explosive Properties** | Not determined | |
| **Oxidizing Properties** | Not determined | |

## 10. STABILITY AND REACTIVITY

**Reactivity**
Not reactive under normal conditions.

**Chemical Stability**
Stable under recommended storage conditions.

**Possibility of Hazardous Reactions**
None under normal processing.

**Conditions to Avoid**
Keep out of reach of children.

**Incompatible Materials**
None known based on information supplied.

**Hazardous Decomposition Products**
None known based on information supplied.

## 11. TOXICOLOGICAL INFORMATION

**Information on likely routes of exposure**

**Product Information**

**Eye Contact** Avoid contact with eyes.



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

**Skin Contact** Causes mild skin irritation.

**Inhalation** Do not inhale.

**Ingestion** Do not ingest.

**Component Information**

| Chemical Name | Oral LD50 | Dermal LD50 | Inhalation LC50 |
|---|---|---|---|
| Proprietary solvent | = 470 mg/kg ( Rat ) | = 2270 mg/kg ( Rat ) = 220 mg/kg ( Rabbit ) | = 2.21 mg/L ( Rat ) 4 h = 450 ppm ( Rat ) 4 h |
| Proprietary solvent | > 5000 mg/kg ( Rat ) | > 2000 mg/kg ( Rabbit ) | > 5.2 mg/L ( Rat ) 4 h |
| Proprietary surfactant | = 4900 mg/kg ( Rat ) | - | - |
| Proprietary solvent | = 20000 mg/kg ( Rat ) | = 20800 mg/kg ( Rabbit ) | - |
| Proprietary solvent | > 17 g/kg ( Rat ) | > 2 g/kg ( Rabbit ) | - |
| Proprietary surfactant | = 3 g/kg ( Rat ) | > 10 g/kg ( Rabbit ) | > 42 g/m³ ( Rat ) 1 h |
| Proprietary solvent | = 12300 µL/kg ( Rat ) | - | - |
| Proprietary solvent | = 12600 mg/kg ( Rat ) | > 10 g/kg ( Rabbit ) | > 570 mg/m³ ( Rat ) 1 h |

**Information on physical, chemical and toxicological effects**

**Symptoms** Please see section 4 of this SDS for symptoms.

**Delayed and immediate effects as well as chronic effects from short and long-term exposure**

**Sensitization** May cause an allergic skin reaction.

**Carcinogenicity** Group 3 IARC components are "not classifiable as human carcinogens".

| Chemical Name | ACGIH | IARC | NTP | OSHA |
|---|---|---|---|---|
| Proprietary solvent | A3 | Group 3 | | |

**Legend**

*ACGIH (American Conference of Governmental Industrial Hygienists)*
*A3 - Animal Carcinogen*
*IARC (International Agency for Research on Cancer)*
*Group 3 IARC components are "not classifiable as human carcinogens"*

**Numerical measures of toxicity**

Not determined

## 12. ECOLOGICAL INFORMATION

**Ecotoxicity**

Harmful to aquatic life with long lasting effects.

**Component Information**

| Chemical Name | Algae/aquatic plants | Fish | Toxicity to microorganisms | Crustacea |
|---|---|---|---|---|
| Proprietary solvent | | 1490: 96 h Lepomis macrochirus mg/L LC50 static 2950: 96 h Lepomis macrochirus mg/L LC50 | | 1698 - 1940: 24 h Daphnia magna mg/L EC50 1000: 48 h Daphnia magna mg/L EC50 |



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| Chemical Name | Algae/aquatic plants | Fish | Toxicity to microorganisms | Crustacea |
|---|---|---|---|---|
| Proprietary solvent | | 45: 96 h Pimephales promelas mg/L LC50 flow-through 2.2: 96 h Lepomis macrochirus mg/L LC50 static 2.4: 96 h Oncorhynchus mykiss mg/L LC50 static | | |
| Proprietary surfactant | 1.0 - 10.0: 72 h Desmodesmus subspicatus mg/L EC50 0.55: 96 h Desmodesmus subspicatus mg/L EC50 | 1.0 - 10.0: 96 h Brachydanio rerio mg/L LC50 2: 96 h Brachydanio rerio mg/L LC50 semi-static | | 6.5: 48 h Daphnia magna mg/L EC50 |
| Proprietary solvent | 19000: 96 h Pseudokirchneriella subcapitata mg/L EC50 | 51600: 96 h Oncorhynchus mykiss mg/L LC50 static 41 - 47: 96 h Oncorhynchus mykiss mL/L LC50 static 51400: 96 h Pimephales promelas mg/L LC50 static 710: 96 h Pimephales promelas mg/L LC50 | | 10000: 24 h Daphnia magna mg/L EC50 1000: 48 h Daphnia magna mg/L EC50 Static |
| Proprietary surfactant | | 5560 - 6080: 96 h Lepomis macrochirus mg/L LC50 flow-through 12946: 96 h Lepomis macrochirus mg/L LC50 static 6020 - 7070: 96 h Pimephales promelas mg/L LC50 static 7050: 96 h Pimephales promelas mg/L LC50 semi-static 6420 - 6700: 96 h Pimephales promelas mg/L LC50 static 4747 - 7824: 96 h Oncorhynchus mykiss mg/L LC50 flow-through | | 1000: 48 h Daphnia magna mg/L EC50 340.7 - 469.2: 48 h Daphnia magna mg/L EC50 Static |
| Proprietary solvent | | 51 - 57: 96 h Oncorhynchus mykiss mL/L LC50 static | | |

**Persistence/Degradability**
Not determined.

**Bioaccumulation**
Not determined.

**Mobility**

| Chemical Name | Partition Coefficient |
|---|---|
| Proprietary solvent | 0.81 |
| Proprietary solvent | -1.76 |

**Other Adverse Effects**
Not determined

## 13. DISPOSAL CONSIDERATIONS

**Waste Treatment Methods**

**Disposal of Wastes** Disposal should be in accordance with applicable regional, national and local laws and regulations.

**Contaminated Packaging** Disposal should be in accordance with applicable regional, national and local laws and regulations.



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## 14. TRANSPORT INFORMATION

**Note** Please see current shipping paper for most up to date shipping information, including exemptions and special circumstances.

**DOT** Not regulated

**IATA** Not regulated

**IMDG**

**Marine Pollutant** This material may meet the definition of a marine pollutant

## 15. REGULATORY INFORMATION

**International Inventories**

| Chemical Name | TSCA | DSL | NDSL | EINECS | ELINCS | ENCS | IECSC | KECL | PICCS | AICS |
|---|---|---|---|---|---|---|---|---|---|---|
| Proprietary solvent | Present | X | | Present | | Present | X | Present | X | X |
| Proprietary surfactant | Present | X | | Present | | Present | X | Present | X | X |
| Proprietary solvent | Present | X | | Present | | Present | X | Present | X | X |
| Proprietary solvent | Present | X | | Present | | Present | X | Present | X | X |

**Legend:**

*TSCA - United States Toxic Substances Control Act Section 8(b) Inventory*

*DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List*

*EINECS/ELINCS - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances*

*ENCS - Japan Existing and New Chemical Substances*

*IECSC - China Inventory of Existing Chemical Substances*

*KECL - Korean Existing and Evaluated Chemical Substances*

*PICCS - Philippines Inventory of Chemicals and Chemical Substances*

*AICS - Australian Inventory of Chemical Substances*

**US Federal Regulations**

**CERCLA**

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355).

**SARA 313**

| Chemical Name | CAS No | Weight-% | SARA 313 - Threshold Values % |
|---|---|---|---|
| Proprietary solvent - | | <5 | 1.0 |

**CWA (Clean Water Act)**

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42)

**US State Regulations**

**California Proposition 65**

This product does not contain any Proposition 65 chemicals.

**U.S. State Right-to-Know Regulations**

| Chemical Name | New Jersey | Massachusetts | Pennsylvania |
|---|---|---|---|
| Proprietary solvent | X | X | X |



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| Chemical Name | New Jersey | Massachusetts | Pennsylvania |
|---|---|---|---|
| Proprietary solvent | X | | X |
| Proprietary solvent | X | X | X |

## 16. OTHER INFORMATION

**NFPA**

| Health Hazards | Flammability | Instability | Special Hazards |
|---|---|---|---|
| Not determined | Not determined | Not determined | Not determined |

**HMIS**

| Health Hazards | Flammability | Physical Hazards | Personal Protection |
|---|---|---|---|
| Not determined | Not determined | Not determined | Not determined |

**Issue Date:** 04-Feb-2015
**Revision Date:** 19-Feb-2015
**Revision Note:** New format

**Disclaimer**

**The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.**

End of Safety Data Sheet



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

# SAFETY DATA SHEET

**Issue Date** 27-May-2016 **Revision Date** 27-May-2016 **Version** 1

## 1. IDENTIFICATION

**Product Identifier**

**Product Name** Pre - Soak A

**Other means of identification**

**Product Code** PRESOAKA

**Synonyms** None

**Recommended use of the chemical and restrictions on use**

**Recommended Use** Industrial cleaner, Industrial vehicle wash.
**Uses advised against** Consumer use

**Details of the supplier of the safety data sheet**

**Manufacturer Address**
Delta Sonic 570 Delaware, Buffalo, New York 14202

**Emergency telephone number**

**Company Phone Number** (716) 843-5477
**Emergency Telephone** Chemtrec 1-800-424-9300

## 2. HAZARDS IDENTIFICATION

**Classification**

**OSHA Regulatory Status**
This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

| | |
|---|---|
| Acute toxicity - Oral | Category 4 |
| Acute toxicity - Dermal | Category 4 |
| Acute toxicity - Inhalation (Vapors) | Category 4 |
| Skin corrosion/irritation | Category 2 |
| Serious eye damage/eye irritation | Category 1 |

**Label elements**

**Emergency Overview**

**Danger**

**Hazard statements**
Harmful if swallowed
Causes skin irritation
Causes serious eye damage



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)



Appearance Soapy liquid | Physical state liquid | Odor Mild, butyl odor

**Precautionary Statements - Prevention**
Obtain special instructions before use
Do not get in eyes, on skin, or on clothing
Wash face, hands and any exposed skin thoroughly after handling
Wear protective gloves/eye protection/face protection
Avoid release to the environment
Do not eat, drink or smoke when using this product
Wear eye protection/ face protection

**Precautionary Statements - Response**
Call a POISON CENTER or doctor/physician if you feel unwell
IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
If eye irritation persists: Get medical advice/attention
IF ON SKIN: Wash with plenty of water and soap
If skin irritation occurs: Get medical advice/attention
Take off contaminated clothing and wash it before reuse
IF INHALED: If breathing is difficult, remove victim to fresh air and keep at rest in a position comfortable for breathing
Call a POISON CENTER or doctor if you feel unwell
IF SWALLOWED: Immediately call a POISON CENTER or doctor

**Precautionary Statements - Storage**
Store locked up
Store in accordance with local regulations

**Precautionary Statements - Disposal**
Dispose of contents/container to an approved waste disposal plant

**Hazards not otherwise classified (HNOC)**
Not applicable

**Other Information**
May be harmful if swallowed

Unknown acute toxicity 0% of the mixture consists of ingredient(s) of unknown toxicity

## 3. COMPOSITION/INFORMATION ON INGREDIENTS

**Substance**

| Chemical Name | CAS No. | Weight-% | Trade Secret |
|---|---|---|---|
| Citric Acid | 77-92-9 | 10-30 | * |
| Alcohol ethoxylates | 68439-46-3 | 18-27 | * |
| 2-Butoxyethanol | 111-76-2 | <18 | * |
| Tetra-Alkyl Ammonium Compound | Proprietary | 10 - 20% | * |

*The exact percentage (concentration) of composition has been withheld as a trade secret.

## 4. FIRST AID MEASURES



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

**Description of first aid measures**

**General advice**

General advice: First Aid responders should pay attention to self-protection and use the recommended protective clothing (chemical resistant gloves, splash protection). If potential for exposure exists refer to Section 8 for specific personal protective equipment.

**Eye contact**

Eye contact: Immediately flush eyes with water; remove contact lenses, if present, after the first 5 minutes, then continue flushing eyes for at least 15 minutes. Obtain medical attention without delay, preferably from an ophthalmologist. Suitable emergency eye wash facility should be immediately available.

**Skin contact**

Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. Consult a physician if necessary. Wash clothing separately before reuse.

**Inhalation**

Remove from exposure, lie down. Call a physician or poison control center immediately. If breathing is difficult, give oxygen. If not breathing, give artificial respiration.

**Ingestion**

Do NOT induce vomiting. Call a physician or poison control center immediately. Clean mouth with water. Never give anything by mouth to an unconscious person. If swallowed, stomach should be umped out under addition of Dimeeticon antifoam agent. (Variquat K-1215).

**Most important symptoms and effects, both acute and delayed**

**Symptoms**

Gastrointestinal complaints.

**Indication of any immediate medical attention and special treatment needed**

**Note to physicians**

Note to physician: (2-Butoxyethanol): Due to structural analogy and clinical data, this material may have a mechanism of intoxication similar to ethylene glycol. On that basis, treatment similar to ethylene glycol intoxication may be of benefit. In cases where several ounces (60 - 100 ml) have been ingested, consider the use of ethanol and hemodialysis in the treatment. Consult standard literature for details of treatment. If ethanol is used, a therapeutically effective blood concentration in the range of 100 - 150 mg/dl may be achieved by a rapid loading dose followed by a continuous intravenous infusion. Consult standard literature for details of treatment. 4-Methyl pyrazole (Antizol®) is an effective blocker of alcohol dehydrogenase and should be used in the treatment of ethylene glycol (EG), di- or triethylene glycol (DEG, TEG), ethylene glycol butyl ether (EGBE), or methanol intoxication if available. Fomepizole protocol (Brent, J. et al., New England Journal of Medicine, Feb. 8, 2001, 344:6, p. 424-9): loading dose 15 mg/kg intravenously, follow by bolus dose of 10 mg/kg every 12 hours; after 48 hours, increase bolus dose to 15 mg/kg every 12 hours. Continue fomepizole until serum methanol, EG, DEG, TEG or EGBE are undetectable. The signs and symptoms of poisoning include anion gap metabolic acidosis, CNS depression, renal tubular injury, and possible late stage cranial nerve involvement. Respiratory symptoms, including pulmonary edema, may be delayed. Persons receiving significant exposure should be observed 24-48 hours for signs of respiratory distress. Maintain adequate ventilation and oxygenation of the patient. In severe poisoning, respiratory support with mechanical ventilation and positive end expiratory pressure may be required. If lavage is performed, suggest endotracheal and/or esophageal control. Danger from lung aspiration must be weighed against toxicity when considering emptying the stomach. Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient. Repeated excessive exposure may aggravate preexisting blood disease (anemia).

## 5. FIRE-FIGHTING MEASURES

**Suitable extinguishing media**

Dry chemical, CO2, alcohol-resistant foam or water spray.

**Unsuitable extinguishing media** CAUTION: Use of water spray when fighting fire may be inefficient.

**Specific hazards arising from the chemical**



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

Specific hazards arising from the chemical: During a fire, smoke may contain the original material in addition to combustion products of varying composition which may be toxic and/or irritating. Combustion products may include and are not limited to: Carbon monoxide. Carbon dioxide.

**Explosion data**

**Sensitivity to Mechanical Impact** None.

**Sensitivity to Static Discharge** No information available.

**Protective equipment and precautions for firefighters**

Protective equipment and precautions for firefighters: Wear positive-pressure self-contained breathing apparatus (SCBA) and protective fire-fighting clothing (includes fire-fighting helmet, coat, trousers, boots, and gloves). Avoid contact with this material during fire-fighting operations. If contact is likely, change to full chemical resistant fire-fighting clothing with self-contained breathing apparatus. If this is not available, wear full chemical resistant clothing with self-contained breathing apparatus and fight fire from a remote location. For protective equipment in post-fire or non-fire clean-up situations, refer to the relevant sections.

## 6. ACCIDENTAL RELEASE MEASURES

**Personal precautions, protective equipment and emergency procedures**

| | |
|---|---|
| **Personal precautions** | Personal precautions: Remove all ignition sources. Keep unnecessary and unprotected persons away. Isolate hazard area and deny entry. Stop spill/leak if no risk involved. Consider evacuation of personnel located downwind if material is leaking. Do not get in eyes, on skin or on clothing. Do not breathe dust, fume, gas, mist, vapors, or spray. Do not ingest. Wear appropriate personal protective equipment recommended in Section 8, Exposure Controls / Personal Protection, of the SDS. |

**Environmental precautions**

| | |
|---|---|
| **Environmental precautions** | Prevent further leakage or spillage if safe to do so. Prevent entry into waterways, sewers, basements or confined areas. Local authorities should be advised if significant spillages cannot be contained. |

**Methods and material for containment and cleaning up**

| | |
|---|---|
| **Methods for containment** | Soak up with inert absorbent material and dispose of as hazardous waste. Keep in suitable, closed containers for disposal. Dike far ahead of liquid spill for later disposal. |
| **Methods for cleaning up** | Soak up with inert absorbent material. Prevent product from entering drains. Take up mechanically, placing in appropriate containers for disposal. |

## 7. HANDLING AND STORAGE

**Precautions for safe handling**

| | |
|---|---|
| **Advice on safe handling** | Use personal protective equipment as required. Wash contaminated clothing before reuse. Keep away from heat/sparks/open flames/hot surfaces. - No smoking. |

**Conditions for safe storage, including any incompatibilities**

| | |
|---|---|
| **Storage Conditions** | Keep container tightly closed in a dry and well-ventilated place. Keep in properly labeled containers. Keep out of the reach of children. Protect from sunlight. Store locked up. Store in accordance with local regulations. |
| **Incompatible materials** | Strong oxidizers, potassium tartrate, alkali and alkaline earth carbonates and bicarbonates, acetates, sulfites, and metal nitrates (potentially explosive reaction). Citric acid corrodes copper, zinc, aluminum and their alloys. Strong acids. Reactive metals (Sodium, Calcium Zinc, etc.) Materials reactive with Hydroxyl compounds. |

## 8. EXPOSURE CONTROLS/PERSONAL PROTECTION



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

**Control parameters**

**Exposure Guidelines** Specific exposure limits have not been established or are not applicable unless listed below.

| Chemical Name | ACGIH TLV | OSHA PEL | NIOSH IDLH |
|---|---|---|---|
| 2-Butoxyethanol<br>111-76-2 | TWA: 20 ppm | TWA: 50 ppm<br>TWA: 240 mg/m$^3$<br>(vacated) TWA: 25 ppm<br>(vacated) TWA: 120 mg/m$^3$<br>(vacated) S*<br>S* | IDLH: 700 ppm<br>TWA: 5 ppm<br>TWA: 24 mg/m$^3$ |
| Citric Acid, Anhydrous<br>77-92-9 | TWA: 10 mg/m3 | TWA 15 mg/m3 | |

**Appropriate engineering controls**

**Engineering Controls** Engineering controls: Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

**Individual protection measures, such as personal protective equipment**

**Eye/face protection** Chemical resistant goggles must be worn. If splashing is likely, wear tight fitting goggles and face shield.

**Skin and body protection** Rubber boots, Hand protection: Use gloves chemically resistant to this material. Examples of preferred glove barrier materials include: Butyl rubber. Ethyl vinyl alcohol laminate ("EVAL"). Examples of acceptable glove barrier materials include: Natural rubber ("latex"). Neoprene. Nitrile/butadiene rubber ("nitrile" or "NBR"). Polyvinyl chloride ("PVC" or "vinyl"). NOTICE: The selection of a specific glove for a particular application and duration of use in a workplace should also take into account all relevant workplace factors such as, but not limited to: Other chemicals which may be handled, physical requirements (cut/puncture protection, dexterity, thermal protection), potential body reactions to glove materials, as well as the instructions/specifications provided by the glove supplier. Other protection: Use protective clothing chemically resistant to this material. Selection of specific items such as face shield, boots, apron, or full body suit will depend on the task.

**Respiratory protection** Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. For most conditions no respiratory protection should be needed; however, if discomfort is experienced, use an approved air-purifying respirator. The following should be effective types of air-purifying respirators: Organic vapor cartridge.

**General Hygiene Considerations** Do not eat, drink or smoke when using this product. Take off all contaminated clothing and wash it before reuse. Handle in accordance with good industrial hygiene and safety practice. Regular cleaning of equipment, work area and clothing is recommended.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

**Information on basic physical and chemical properties**

| | | | |
|---|---|---|---|
| **Physical state** | liquid | | |
| **Appearance** | Soapy liquid | **Odor** | Mild, butyl odor |
| **Color** | No information available | **Odor threshold** | No information available |

| Property | Values | Remarks • Method |
|---|---|---|
| **pH** | No information available | |



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

| | |
|---|---|
| **Melting point / freezing point** | No information available |
| **Boiling point / boiling range** | No information available |
| **Flash point** | No information available |
| **Evaporation rate** | No information available |
| **Flammability (solid, gas)** | No information available |
| **Flammability Limit in Air** | |
| **Upper flammability limit:** | No information available |
| **Lower flammability limit:** | No information available |
| **Vapor pressure** | No information available |
| **Vapor density** | No information available |
| **Relative density** | No information available |
| **Water solubility** | No information available |
| **Solubility in other solvents** | No information available |
| **Partition coefficient** | No information available |
| **Autoignition temperature** | No information available |
| **Decomposition temperature** | No information available |
| **Kinematic viscosity** | No information available |
| **Dynamic viscosity** | No information available |
| **Explosive properties** | No information available |
| **Oxidizing properties** | No information available |

**Other Information**

| | |
|---|---|
| **Softening point** | No information available |
| **Molecular weight** | No information available |
| **VOC Content (%)** | No information available |
| **Density** | No information available |
| **Bulk density** | No information available |

## 10. STABILITY AND REACTIVITY

**Reactivity**
No data available

**Chemical stability**
Stable under recommended storage conditions.

**Possibility of Hazardous Reactions**
None under normal processing.

**Conditions to avoid**
Direct sunlight. Extremely high or low temperatures. Heat. Sparks. Overheating. Open flames. Incompatible maerials.

**Incompatible materials**
Strong oxidizers, potassium tartrate, alkali and alkaline earth carbonates and bicarbonates, acetates, sulfites, and metal nitrates (potentially explosive reaction). Citric acid corrodes copper, zinc, aluminum and their alloys. Strong acids. Reactive metals (Sodium, Calcium Zinc, etc.) Materials reactive with Hydroxyl compounds.

**Hazardous Decomposition Products**
2-Butoxyethanol: Decomposition products can include and are not limited to: Aldehydes. Ketones. Organic acids. Thermal oxidative decomposition of citric acid can produce acrid, irritating smoke and carbon monoxide, carbon dioxide.

## 11. TOXICOLOGICAL INFORMATION

**Information on likely routes of exposure**

| | |
|---|---|
| **Product Information** | No data available |
| **Inhalation** | May cause irritation of respiratory tract. |
| **Eye contact** | Risk of serious damage to eyes. Avoid contact with eyes. |
| **Skin contact** | Prolonged contact may cause redness and irritation. Repeated or prolonged skin contact may cause allergic reactions with susceptible persons. |



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

**Ingestion**

May cause irritation. Ingestion: Low acute oral toxicity. Ingestion of large quantities may cause abdominal pain, abdominal cramps, nausea, vomiting, diarrhea.

| Chemical Name | Oral LD50 | Dermal LD50 | Inhalation LC50 |
|---|---|---|---|
| Citric Acid<br>77-92-9 | = 3 g/kg (Rat) = 3000 mg/kg (Rat) | - | - |
| Alcohol ethoxylated<br>68439-46-3 | = 1378 mg/kg (Rat) = 1400 mg/kg (Rat) | > 2 g/kg (Rabbit) | - |
| 2-Butoxyethanol<br>111-76-2 | = 470 mg/kg (Rat) | = 99 mg/kg (Rabbit) | = 450 ppm (Rat) 4 h |
| Tetra-Alkyl Ammonium Compound | = 580 mg/kg (Rat) | - | - |

**Information on toxicological effects**

**Symptoms**

May cause an allergic skin reaction.

**Delayed and immediate effects as well as chronic effects from short and long-term exposure**

**Sensitization**
Classification criteria not met.

**Germ cell mutagenicity**
Animal testing did not show any mutagenic effects.

**Carcinogenicity**
The table below indicates whether each agency has listed any ingredient as a carcinogen.

| Chemical Name | ACGIH | IARC | NTP | OSHA |
|---|---|---|---|---|
| 2-Butoxyethanol<br>111-76-2 | A3 | Group 3 | - | - |

**Reproductive toxicity**
2-Butoxyethanol: n laboratory animal studies, effects on reproduction have been seen only at doses that produced significant toxicity to the parent animals.

**STOT - single exposure**
No known effects under normal use conditions.

**STOT - repeated exposure**
STOT- Repeated exposure: 2-Butoxyethanol: In animals, effects have been reported on the following organs: blood (hemolysis) and secondary effects on the kidney and liver. Human red blood cells have been shown to be significantly less sensitive to hemolysis than those of rodents and rabbits. Nonylphenol Polyethylene Glycol Ether: For this family of materials: In animals, effects have been reported on the following organs: Kidney. Liver.

**Aspiration hazard**
Not considered an aspiration hazard.

**Numerical measures of toxicity - Product Information**

**The following values are calculated based on chapter 3.1 of the GHS document .**

| | |
|---|---|
| **ATEmix (oral)** | 2,230.00 |
| **ATEmix (dermal)** | 5,382.00 |
| **ATEmix (inhalation-dust/mist)** | 15.00 |
| **ATEmix (inhalation-vapor)** | 4,500.00 |

## 12. ECOLOGICAL INFORMATION

**Ecotoxicity**

29 % of the mixture consists of components(s) of unknown hazards to the aquatic environment

| Chemical Name | Algae/aquatic plants | Fish | Crustacea |
|---|---|---|---|
| Citric Acid<br>77-92-9 | - | 1516: 96 h Lepomis macrochirus mg/L LC50 static | 120: 72 h Daphnia magna mg/L EC50 |
| 2-Butoxyethanol<br>111-76-2 | - | 1490: 96 h Lepomis macrochirus mg/L LC50 static 2950: 96 h Lepomis macrochirus mg/L LC50 | 1698 - 1940: 24 h Daphnia magna mg/L EC50 1000: 48 h Daphnia magna mg/L EC50 |

**Persistence and degradability**

Persistence and degradability: 2-Butoxyethanol: Biodegrability: Readily biodegradable. Passes OECD test(s) for ready biodegradability. Material is ultimately biodegradable (reaches > 70% mineralization in OECD test(s) for inherent biodegradability).10-day Window: Pass. Alcohols, Ethoxylated: Readily biodegradable, as defined by OECD, substance that degrades > 60- 70% within a 10 day window over 28 days.



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

**Bioaccumulation**

Bioaccumulation: 2-Butoxyethanol: Bioconcentration potential is low (BCF < 100 or Log Pow < 3). Partition coefficient: n-octanol/water(log Pow): 0.81 Measured Bioconcentration factor (BCF): 3.2.

| Chemical Name | Partition coefficient |
|---|---|
| Citric Acid<br>77-92-9 | -1.72 |
| 2-Butoxyethanol<br>111-76-2 | 0.81 |

**Other adverse effects** No information available

## 13. DISPOSAL CONSIDERATIONS

**Waste treatment methods**

**Disposal of wastes**

Disposal of wastes: Disposal methods: DO NOT DUMP INTO ANY SEWERS, ON THE GROUND, OR INTO ANY BODYOF WATER. All disposal practices must be in compliance with all Federal, State/Provincial and local laws and regulations. Regulations may vary in different locations. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator. AS YOUR SUPPLIER, WE HAVE NO CONTROL OVER THE MANAGEMENT PRACTICES OR MANUFACTURING PROCESSES OF PARTIES HANDLING OR USING THIS MATERIAL. THE INFORMATION PRESENTED HERE PERTAINS ONLY TO THE PRODUCT AS SHIPPED IN ITS INTENDED CONDITION AS DESCRIBED IN MSDS SECTION: Composition Information. FOR UNUSED & UNCONTAMINATED PRODUCT, the preferred options include sending to a licensed, permitted: Incinerator or other thermal destruction device. Waste water treatment system.

**Contaminated packaging** Do not reuse container.

## 14. TRANSPORT INFORMATION

**Non Regulated**

## 15. REGULATORY INFORMATION

**International Inventories**

| | |
|---|---|
| **TSCA** | Complies |
| **DSL/NDSL** | Complies |
| **EINECS/ELINCS** | Does not comply |
| **ENCS** | Does not comply |
| **IECSC** | Complies |



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

| | |
|---|---|
| **KECL** | Complies |
| **PICCS** | Complies |
| **AICS** | Complies |

**Legend:**
**TSCA** - United States Toxic Substances Control Act Section 8(b) Inventory
**DSL/NDSL** - Canadian Domestic Substances List/Non-Domestic Substances List
**EINECS/ELINCS** - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances
**ENCS** - Japan Existing and New Chemical Substances
**IECSC** - China Inventory of Existing Chemical Substances
**KECL** - Korean Existing and Evaluated Chemical Substances
**PICCS** - Philippines Inventory of Chemicals and Chemical Substances
**AICS** - Australian Inventory of Chemical Substances

## US Federal Regulations

### SARA 313
Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

### SARA 311/312 Hazard Categories

| | |
|---|---|
| **Acute health hazard** | 2-Butoxyethanol - Yes |
| **Chronic Health Hazard** | 2-Butoxyethanol - Yes |
| **Fire hazard** | 2-Butoxyethanol - Yes |
| **Sudden release of pressure hazard** | No |
| **Reactive Hazard** | No |

### CWA (Clean Water Act)
This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42)

### CERCLA
This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific reporting requirements at the local, regional, or state level pertaining to releases of this material

## US State Regulations

### California Proposition 65
This product does not contain any Proposition 65 chemicals

### U.S. State Right-to-Know Regulations

### U.S. EPA Label Information
**EPA Pesticide Registration Number** Not applicable

## 16. OTHER INFORMATION, INCLUDING DATE OF PREPARATION OF THE LAST REVISION

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **NFPA** | **Health hazards** 2 | **Flammability** 1 | **Instability** 0 | **Physical and Chemical Properties** - |
| **HMIS** | **Health hazards** 2 | **Flammability** 1 | **Physical hazards** 0 | **Personal protection** X |

**Issue Date** 27-May-2016
**Revision Date** 27-May-2016
**Revision Note**
No information available

**Disclaimer**
**The information provided in this Material Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The**



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Information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

SRF ASSOCIATES
Transportation Planning / Engineering / Design

3495 Winton Place
Building E, Suite 110
Rochester, NY 14623

(585) 272-4660
www.srfa.net

Mr. Matt Oates, P.E.
Director, Engineering
Benderson Development Company, LLC
570 Delaware Avenue
Buffalo, New York 14202

February 14, 2022

**RE: Proposed Warehouse Development Amherst Commerce Center, Town of Amherst, NY**
Trip Generation and Distribution Assessment

Dear Mr. Oates:

This technical letter provides a trip generation and distribution assessment related to the proposed Amherst Commerce Center Warehouse project located at 4224-4256 Ridge Lea Road in the Town of Amherst, NY for informational purposes and to understand the possible traffic impacts resulting from the proposed project. Additionally, this letter discusses the thresholds for completing a Traffic Impact Study (TIS). All figures and supporting materials are included in the attachments.

## PROJECT DESCRIPTION

The proposed project consists of constructing a ±108,000 square feet (SF) warehouse, converting an existing building (±21,736 SF) to warehouse, and constructing a ±1,500 SF connection between the two buildings.

The proposed project will utilize existing access connections onto North Bailey Avenue. The concept site plan is included in the attachments.

## TRIP GENERATION

Data contained in the Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition) was used to project the volume of the traffic generated by the proposed project. Data published by the ITE is the nationally accepted standard for generating trips for new uses. Given the functional characteristics of the nearby corridors, surrounding land uses, and the land use proposed for the site, the peak hours selected for analysis are the weekday commuting AM and PM peak periods. These peak periods typically range from 7:00-9:00 AM and 4:00-6:00 PM, respectively, depending on local conditions. The combination of site traffic and adjacent street traffic produces the greatest demand during these peak periods.

**Table 1** shows the total site generated trips for the peak hours of study.

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TABLE 1: SITE GENERATED TRIPS

| DESCRIPTION | ITE LUC | SIZE | AM PEAK HOUR | | PM PEAK HOUR | |
|---|---|---|---|---|---|---|
| | | | ENTER | EXIT | ENTER | EXIT |
| Building 1 – Warehouse | 150 | ±108,000 SF | 28 | 9 | 11 | 28 |
| Building 2 – Warehouse | 150 | ±21,736 SF | 20 | 6 | 8 | 21 |
| **Total Site Generated Trips** | | | **48** | **15** | **19** | **49** |

Notes:
1. ITE LUC = ITE Land Use Code.

The proposed project is projected to generate 48 entering/15 exiting vehicle trips during the AM peak hour and 19 entering/49 exiting vehicle trips during the PM peak hour.

## TRIP DISTRIBUTION

The cumulative effect of site-generated traffic on the transportation network is dependent on the origins and destinations of that traffic and the location of the driveways serving the site. The proposed arrival/departure distribution of traffic generated by the proposed project is considered a function of several parameters, including:

- Site access locations and proximity and access to I-290
- Hourly traffic patterns using most recent available Annual Average Daily Traffic (AADT) data obtained from the New York State Department of Transportation (NYSDOT)

**Figure 1** shows the anticipated trip distribution pattern percentages for the traffic from the proposed project. **Figure 2** illustrates the peak hour site generated traffic based on those percentages. The roads anticipated to be used by the additional trips generated by the proposed project are listed in **Table 2**.

Functional classification of highways within the study area is determined by the NYSDOT and the Federal Highway Administration (FHWA). Definitions of the functional classifications shown in Table 2 are provided after the table.

TABLE 2: EXISTING HIGHWAY SYSTEM

| ROADWAY | CLASS[1] | AGENCY[2] | SPEED LIMIT[3] | TRAVEL LANES[4] | TRAVEL PATTERN/ DIRECTION | EST. AADT & SOURCE[5] |
|---|---|---|---|---|---|---|
| North Bailey Avenue | 16 | Town | 35 | 2 | Two-way/ North-South | 15,752- NYSDOT (2018) |

Notes:
1. State Functional Classification of Roadway.
2. Jurisdictional Agency of Roadway.
3. Posted or Statewide Limit in Miles per Hour (mph).
4. Number of travel lanes. Excludes turning/auxiliary lanes developed at intersections.
5. Estimated AADT in Vehicles per Day (vpd). AADT Source (Year).



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**Urban Minor Arterial (Class 16)**

An urban minor arterial provide service for trips of moderate length, serve geographic areas that are smaller than higher arterial roadways, and offer connectivity to higher arterial systems. These roadways distribute traffic to smaller geographic areas and provide more land access without disrupting neighborhood access.

## THRESHOLDS FOR THE REQUIREMENT OF A TRAFFIC IMPACT STUDY

Many reviewing agencies, including the New York State Department of Transportation, use a guideline in determining whether a project warrants the preparation of a TIS. The applicable guideline is that if a proposed project is projected to add 100 or more site generated vehicles per hour (vph) to an adjacent intersection during either peak study period, then that intersection should be studied for potential traffic impacts.

Based upon the ITE trip generation projections and the resulting traffic assignment estimates shown in **Figure 2**, 40 or fewer site generated peak hour trips are added to a single adjacent intersection during the peak hours studied.

## CONCLUSIONS AND RECOMMENDATIONS

Given the projected site generated traffic; the projected site traffic distribution; the thresholds for completing a TIS; and the roadway characteristics previously described, a full TIS report is not warranted.

If you have any questions or require additional information, please do not hesitate to contact our office.

Sincerely,
SRF Associates, D.P.C.

David Kruse, AICP, PTP
Senior Transportation Planner

Attachments

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

# ATTACHMENT

February 14, 2022

**Letter to**
**Mr. Matt Oates, P.E.**
Benderson Development Company, LLC

# Proposed Amherst Commerce Center Warehouse
**4224-4256 Ridge Lea Road**

## Trip Generation and Distribution Assessment

Town of Amherst
Erie County, New York

SRF ASSOCIATES

3495 Winton Place
Building E, Suite 110
Rochester, NY 14623

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

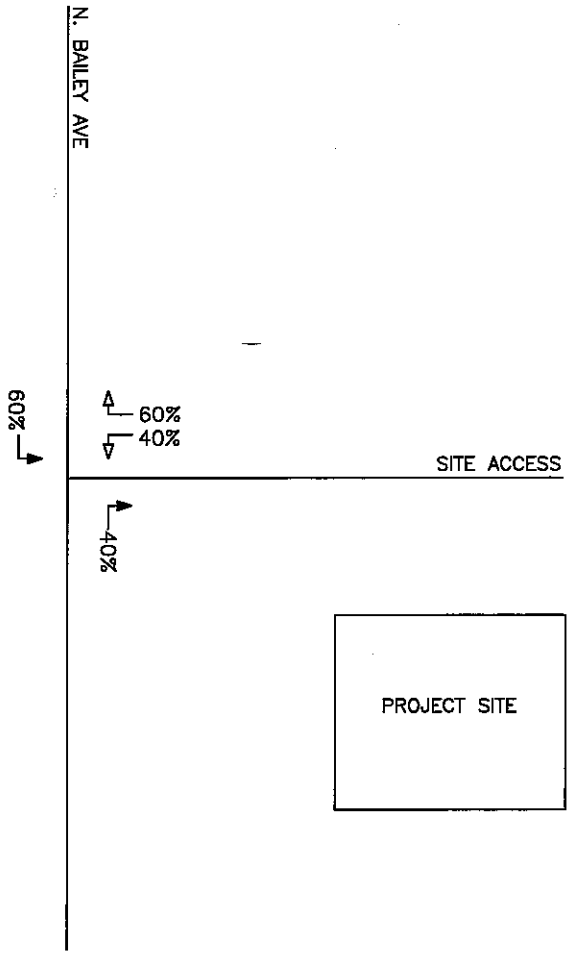



FIGURE 1

TRIP DISTRIBUTION

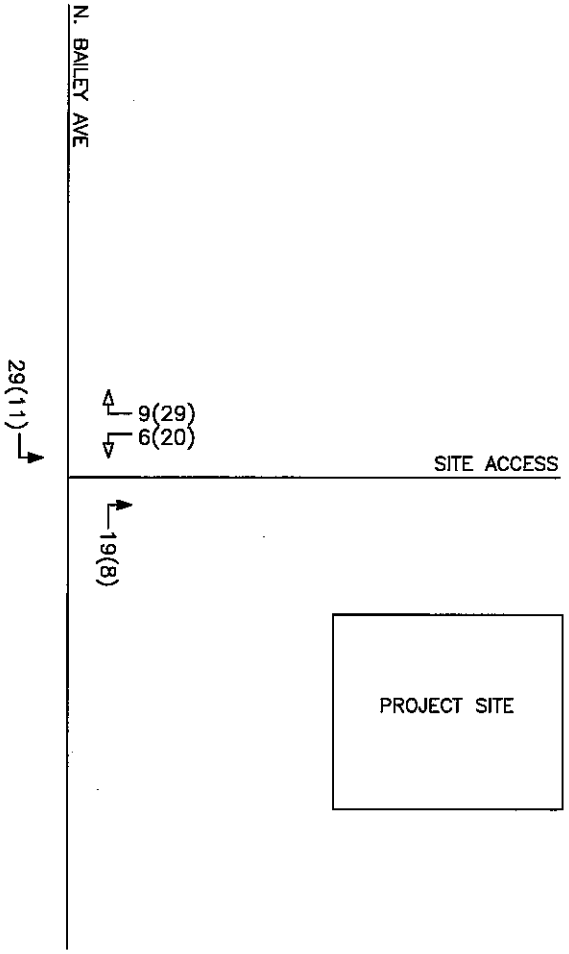



FIGURE 2

TOTAL SITE GENERATED TRIPS

SRF ASSOCIATES
Transportation Planning / Engineering / Design
www.srfa.net / (585) 272-4660

N
NOT TO SCALE

PROPOSED AMHERST COMMERCE CENTER WAREHOUSE

TOWN OF AMHERST, NY

KEY

00(00) = AM(PM)

ENTERING TRIP

EXITING TRIP

PROJECT NO: 42018



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

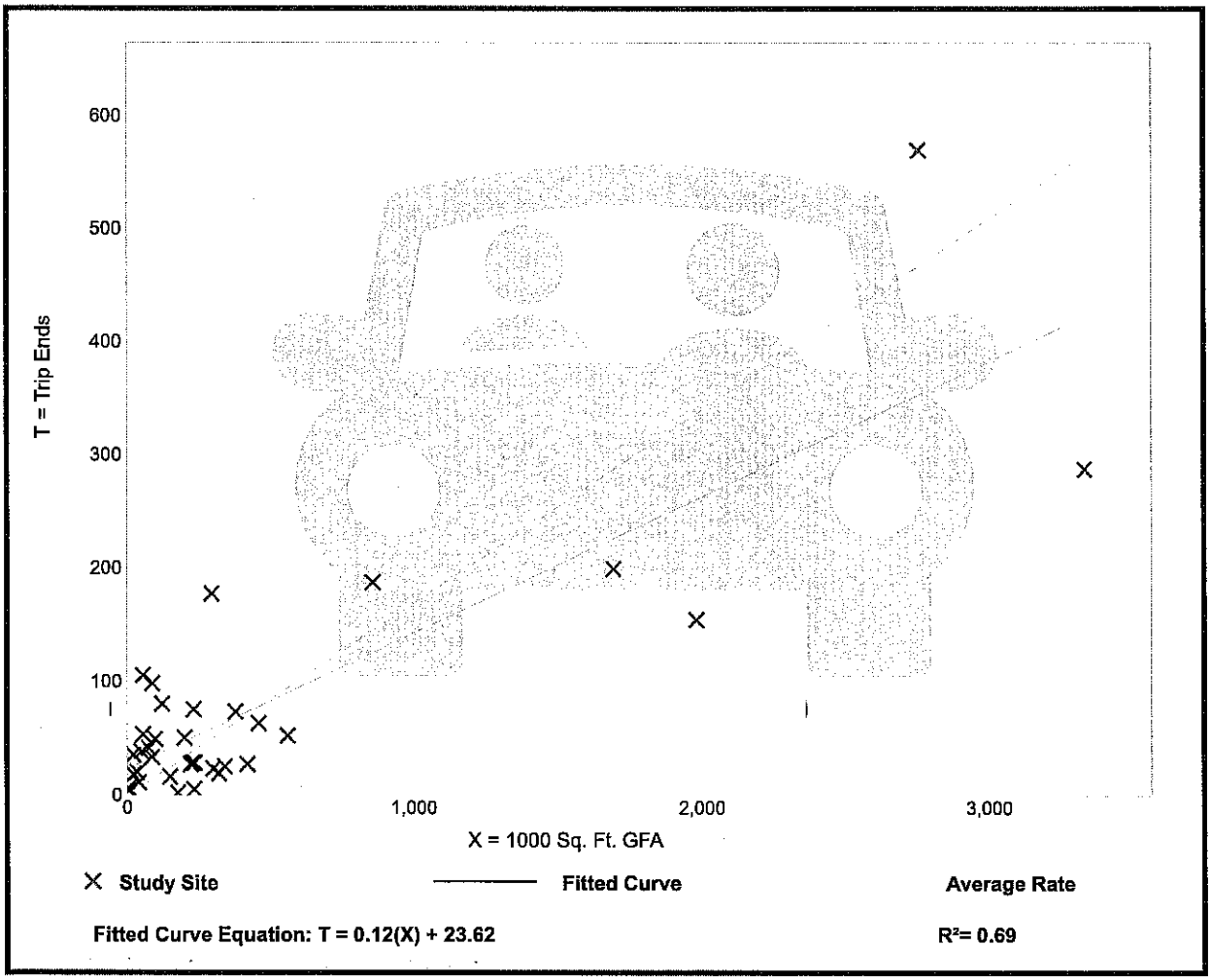
# Warehousing
(150)

**Vehicle Trip Ends vs:** **1000 Sq. Ft. GFA**
**On a:** **Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 7 and 9 a.m.**
**Setting/Location:** **General Urban/Suburban**
Number of Studies: 36
Avg. 1000 Sq. Ft. GFA: 448
Directional Distribution: 77% entering, 23% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.17 | 0.02 - 1.93 | 0.19 |

## Data Plot and Equation




*Trip Gen Manual,* 11th Edition • Institute of Transportation Engineers

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

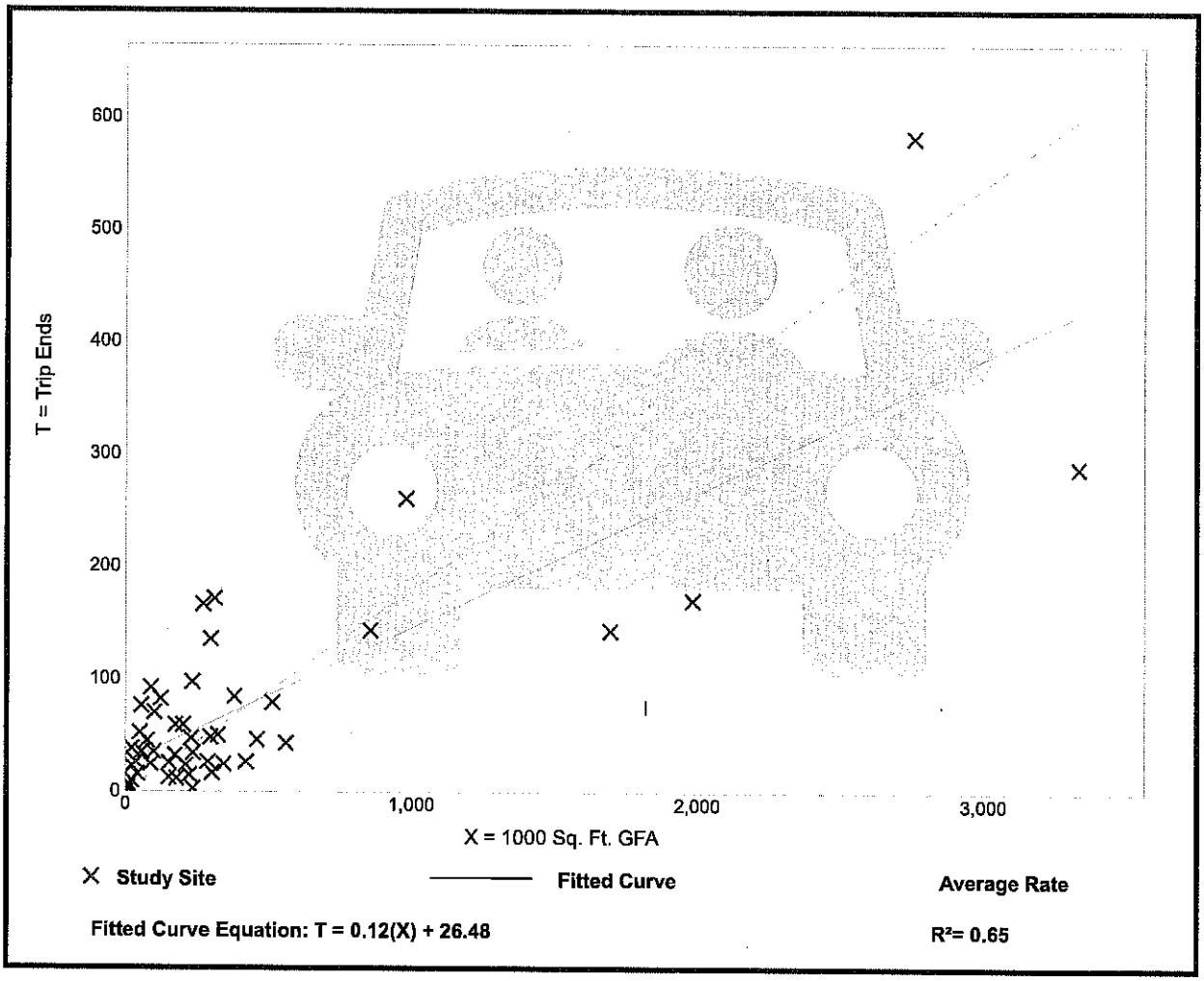
# Warehousing
(150)

**Vehicle Trip Ends vs:** **1000 Sq. Ft. GFA**
**On a:** **Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 4 and 6 p.m.**
**Setting/Location:** **General Urban/Suburban**
Number of Studies: 49
Avg. 1000 Sq. Ft. GFA: 400
Directional Distribution: 28% entering, 72% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.18 | 0.01 - 1.80 | 0.18 |

## Data Plot and Equation




*Trip Gen Manual,* 11th Edition • Institute of Transportation Engineers

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

*ull Environmental Assessment Form*
***Part 1 - Project and Setting***

REVISED
APR 21 2022
TOWN OF AMHERST
PLANNING DEPT.

## Instructions for Completing Part 1

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

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

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

### A. Project and Applicant/Sponsor Information.

| | | |
|---|---|---|
| Name of Action or Project:<br>Amherst Commerce Center - Proposed Rezoning | | |
| Project Location (describe, and attach a general location map):<br>4252 - 4256 Ridge Lea Road, Town of Amherst, Erie County | | |
| Brief Description of Proposed Action (include purpose or need):<br>The proposed project is a rezoning request to rezone 14.8+/- acres of land to the RD (Research & Development) zoning district to allow for a new 108,000 SF Warehouse building and to connect the proposed warehouse to the existing southerly 21,736 SF building with a 3,000 SF building additional along with new parking, utilities, drainage and landscaping. | | |
| Name of Applicant/Sponsor:<br>Benderson Development Company, LLC | Telephone: 716-878-9626<br>E-Mail: jamesboglioli@benderson.com | |
| Address: 570 Delaware Ave | | |
| City/PO: Buffalo | State: NY | Zip Code: 14202 |
| 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): | Telephone:<br>E-Mail: | |
| Address: | | |
| City/PO: | State: | Zip Code: |

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea 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 Council, Town Board, or Village Board of Trustees ☑Yes ☐No | Town Board - Rezoning | 6/2021 |
| b. City, Town or Village Planning Board or Commission ☑Yes ☐No | Planning Board - Site Plan Approval | 6/2021 |
| c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No | | |
| d. Other local agencies ☑Yes ☐No | Town of Amherst - Traffic Safety Board | 6/2021 |
| e. County agencies ☑Yes ☐No | Erie County - Planning Dept | 6/2021 |
| f. Regional agencies ☐Yes ☑No | | |
| g. State agencies ☐Yes ☑No | | |
| h. Federal agencies ☐Yes ☑No | | |

i. Coastal Resources.
*i.* Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☑Yes ☐No

*ii.* Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes ☑No

*iii.* Is the project site within a Coastal Erosion Hazard Area? ☐Yes ☑No

**C. Planning and Zoning**

**C.1. Planning and zoning actions.**

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

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

**C.2. Adopted land use plans.**

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

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☑Yes ☐No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☑Yes ☐No

If Yes, identify the plan(s):

NYS Heritage Areas: West Erie Canal Corridor

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

If Yes, identify the plan(s):

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

**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?
CTR-8 (Center 8) District

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? RD - Research & Development

**C.4. Existing community services.**

a. In what school district is the project site located? Sweet Home School District

b. What police or other public protection forces serve the project site?
Town of Amherst Police, Erie County Sheriffs and New York State Police

c. Which fire protection and emergency medical services serve the project site?
North Bailey Fire Protection District

d. What parks serve the project site?
None

**D. Project Details**

**D.1. Proposed and Potential Development**

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

b. a. Total acreage of the site of the proposed action? 14.8+/- acres
b. Total acreage to be physically disturbed? 14.8+/- acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 52.1 +/- acres

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

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

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

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
*i.* If No, anticipated period of construction: 15 months
*ii.* If Yes:
- Total number of phases anticipated 1
- Anticipated commencement date of phase 1 (including demolition) 4 month 22 year
- Anticipated completion date of final phase 7 month 23 year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:

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

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

g. Does the proposed action include new non-residential construction (including expansions)? ☑Yes ☐No
If Yes,
*i.* Total number of structures 1
*ii.* Dimensions (in feet) of largest proposed structure: 36 height; 180 width; and 600 length
*iii.* Approximate extent of building space to be heated or cooled: 111,000 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 Detention Pond
*ii.* If a water impoundment, the principal source of the water: ☐ Ground water ☑Surface water streams ☐Other specify:
*iii.* If other than water, identify the type of impounded/contained liquids and their source.
*iv.* Approximate size of the proposed impoundment. Volume: 15 million gallons; surface area: 0.75 +/- acres
*v.* Dimensions of the proposed dam or impounding structure: 8 height; 200 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):

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

*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: 11,000 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: Erie County Water Authority
- 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: 9,900 gallons/day

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

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

- Name of wastewater treatment plant to be used: Amherst Plant #16
- Name of district: Amherst Sewer District #16
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

- 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 9.33 acres (impervious surface)

_____ Square feet or 14.8 acres (parcel size)

*ii.* Describe types of new point sources. roof drains and parking lot catch basins

*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)?

on site stormwater management facility

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

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

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

If Yes, identify:

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

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

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

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

If Yes:

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

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

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



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

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 167 Proposed 399 Net increase/decrease 232

*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: 77.7 kWh

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

*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 AM - 9PM
- Saturday: 7 AM - 9PM
- Sunday: none
- Holidays: 7 AM - 9PM

*ii.* During Operations:

- Monday - Friday: 7 AM - 9PM
- Saturday: 7 AM - 9PM
- Sunday: 7 AM - 9PM
- Holidays: 7 AM - 9PM

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

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 Equipment 7 AM to 8 PM

*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:

dark sky, LED fixtures mounted at 15 to 25 feet per zoning code requirements

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

Describe: _____

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

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

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

If Yes:

*i.* Product(s) to be stored _____

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

*iii.* Generally, describe the proposed storage facilities: _____

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

If Yes:

*i.* Describe proposed treatment(s):

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

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

If Yes:

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

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

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

- Construction: _____
- Operation: _____

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

- Construction: _____
- Operation: _____

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

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

If Yes:

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

*ii.* Anticipated rate of disposal/processing:

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

*iii.* If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

## E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

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

*ii.* If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

| Land use or Covertype | Current Acreage | Acreage After Project Completion | Change (Acres +/-) |
|---|---|---|---|
| • Roads, buildings, and other paved or impervious surfaces | 3.77 | 9.33 | 5.56 |
| • Forested | N/A | N/A | N/A |
| • Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural) | N/A | N/A | N/A |
| • Agricultural (includes active orchards, field, greenhouse etc.) | N/A | N/A | N/A |
| • Surface water features (lakes, ponds, streams, rivers, etc.) | 0.00 | 0.75 | +0.75 |
| • Wetlands (freshwater or tidal) | N/A | N/A | N/A |
| • Non-vegetated (bare rock, earth or fill) | N/A | N/A | N/A |
| • Other Describe: landscape area | 11.03 | 4.72 | -6.31 |

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

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:
Sweet Home Middle School

e. Does the project site contain an existing dam? ☐Yes ☑No
If Yes:
*i.* Dimensions of the dam and impoundment:
- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

*ii.* Dam's existing hazard classification: _____
*iii.* Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes ☑No
If Yes:
*i.* Has the facility been formally closed? ☐Yes ☐ No
- If yes, cite sources/documentation: _____

*ii.* Describe the location of the project site relative to the boundaries of the solid waste management facility:

*iii.* Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes ☑No
If Yes:
*i.* Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes ☑ No
If Yes:
*i.* Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes ☐No
☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____
☐ Neither database

*ii.* If site has been subject of RCRA corrective activities, describe control measures: _____

*iii.* Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes ☐No
If yes, provide DEC ID number(s): _____
*iv.* If yes to (i), (ii) or (iii) above, describe current status of site(s):

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

*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? >7 feet

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

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

| | |
|---|---|
| CfB - Cayuga Silt Loam | 18.4 % |
| CoA - Churchville Silt Loam | 70.2 % |
| Od - Odessa Silt Loam | 11.4 % |

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: 18.4 % of site
☑ Poorly Drained 81.6 % 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 _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

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

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

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

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

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

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

*i.* Name of aquifer: _____

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

m. Identify the predominant wildlife spe[illegible] that occupy or use the project site: [illegible]

n. Does the project site contain a designated significant natural community? ☐Yes ☑No

If Yes:

*i.* Describe the habitat/community (composition, function, and basis for designation): _____

*ii.* Source(s) of description or evaluation: _____

*iii.* Extent of community/habitat:

- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐Yes ☑No

If Yes:

*i.* Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No

If Yes:

*i.* Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No

If yes, give a brief description of how the proposed action may affect that use: _____

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

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☑No

If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☑No

*i.* If Yes: acreage(s) on project site? _____

*ii.* Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No

If Yes:

*i.* Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature

*ii.* Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No

If Yes:

*i.* CEA name: _____

*ii.* Basis for designation: _____

*iii.* Designating agency and date: _____

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

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

If Yes:

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

*ii.* Name: _____

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

_____

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

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

If Yes:

*i.* Describe possible resource(s): _____

*ii.* Basis for identification: _____

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

If Yes:

*i.* Identify resource: Ellicott Creek - 1.5 miles; Tonawanda Creek - 2.2 miles; Niagara River 4.3 miles

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

*iii.* Distance between project and resource: see above 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 Matthew J. Oates, P.E. Date 06/23/2021

Signature _____ Title Director, Engineering

PRINT FORM



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

REVISED
APR 21 2022
TOWN OF AMHERST
PLANNING DEPT.

# TOWN OF AMHERST
State Environmental Quality Review
*ENVIRONMENTAL ASSESSMENT FORM*
***-- ADDENDUM --***

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 |
|---|---|---|---|---|---|
| Odessa silt loam | Severe | Severe | Severe | Severe | Severe |
| Churchville Silt Loam | Severe | Severe | Severe | Severe | Severe |
| Cayuga Silt Loam | Moderate | 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).
   Report is being completed now
   _X_ Geotechnical report attached ____ Not applicable

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

   *If so, the property may be within an area of the Town that is affected by a moratorium on connections to the sanitary sewer system.*

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:
   Blvd Consumer Square; 1501 - 1551 Niagara Falls Blvd; Maple Crossing; Amherst Development Park;
   1401 - 1405 Niagara Falls Blvd; 3980 Maple Road; 50 Keph Drive; 1715 & 1721 Niagara Falls Blvd

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 10
   Source: Review of existing facility as project is a relocation

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

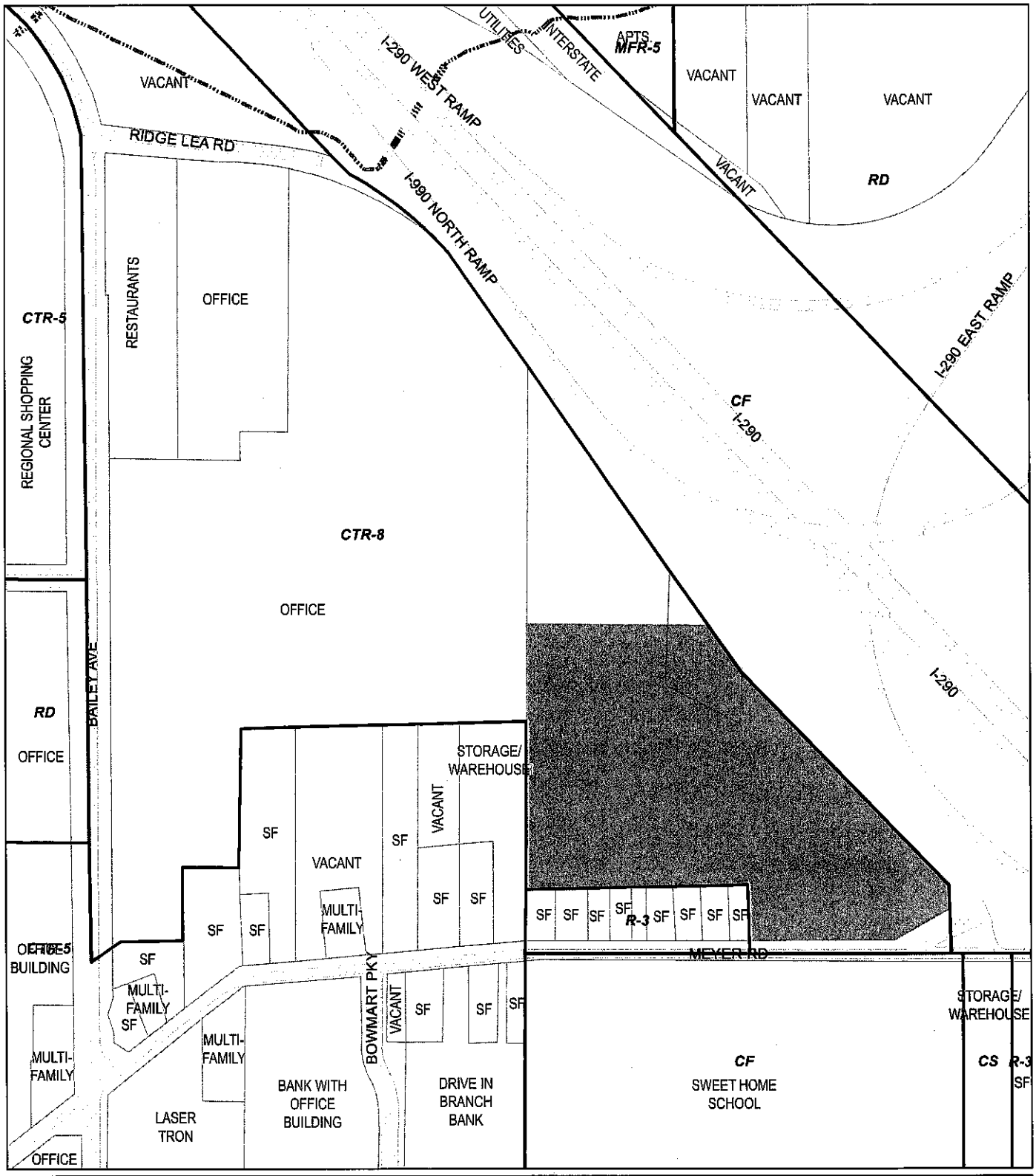
10. Proposed net additional gallons per day (gpd) of sanitary sewer discharge upon completion of project:
    2,220 average flow 12.33 GPM peak flow.

    *(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-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)




Z-2021-07

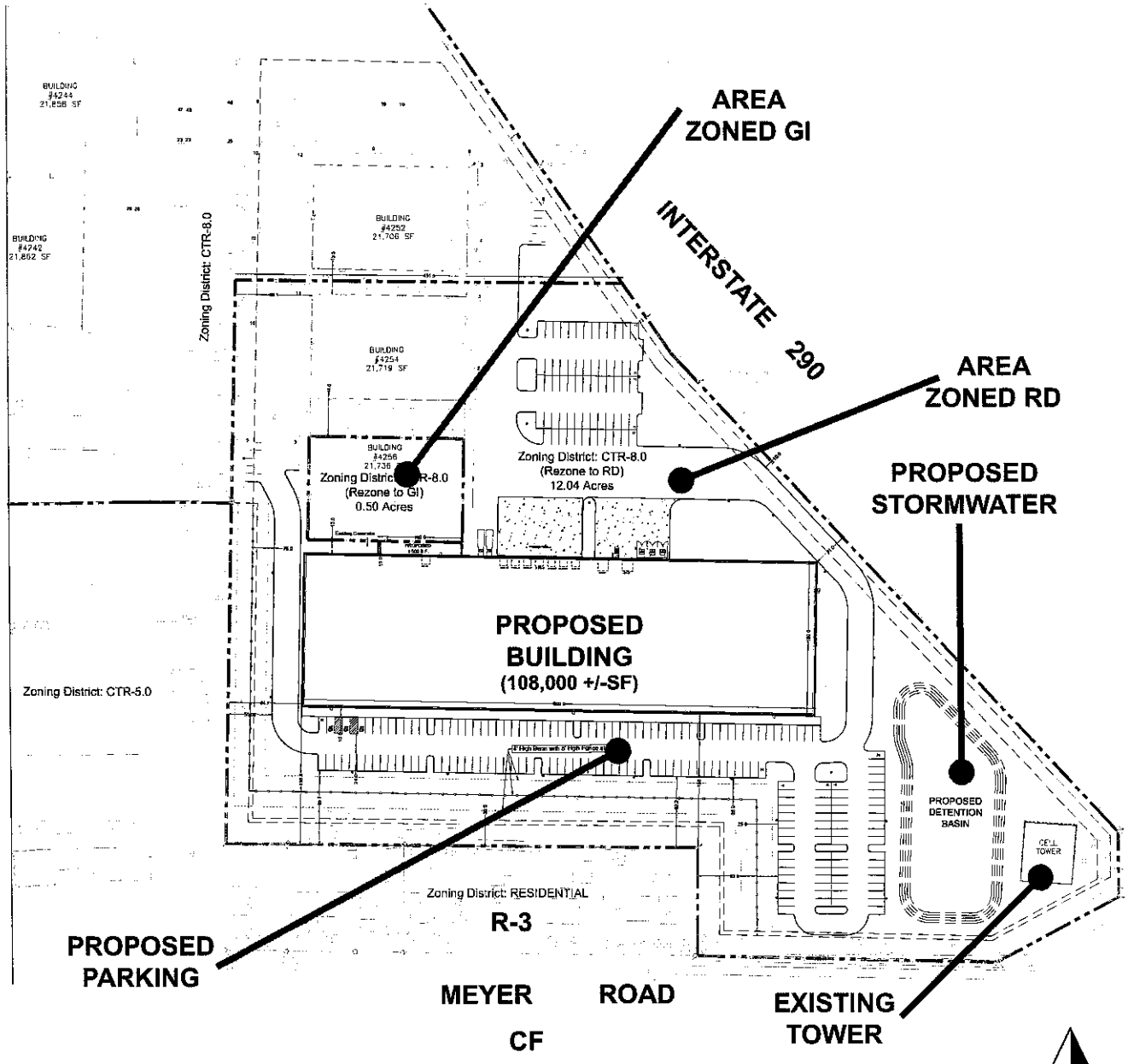
Request to Rezone 14.81+/- Acres from CTR-8 to RD & GI
Property Located at 4252-4256 Ridge Lea Road (portion)
(*BCD*)
Benderson Development Company, LLC, Petitioner

April 21, 2022

4252-4256 Ridge Lea Road

*Prepared by the Town of Amherst Planning Department*

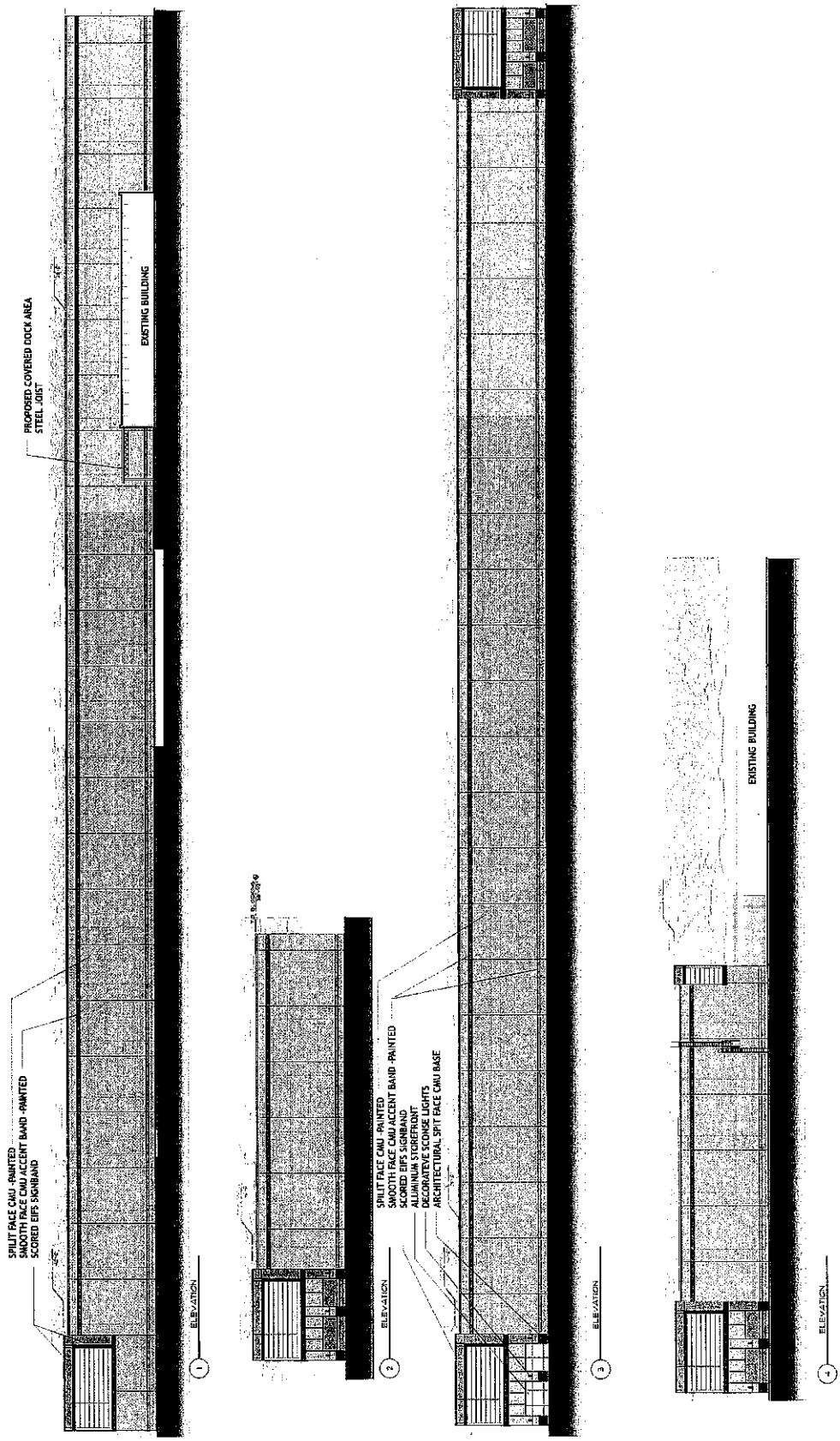
Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)




CONCEPT PLAN

Z-2021-07
4252-4256 Ridge Lea Road
Received: 3/23/22

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)




ELEVATION

Z-2021-07
4252-4256 Ridge Lea Road
Received: 3/23/22

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)




Z-2021-07

Request to Rezone 14.81+/- Acres from CTR-8 to RD & GI
Property Located at 4252-4256 Ridge Lea Road (portion)
(*BCD*)
Benderson Development Company, LLC, Petitioner

April 21, 2022

4252-4256 Ridge Lea Road

*Prepared by the Town of Amherst Planning Department*

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

RECEIVED
APR 27 2022
TOWN OF AMHERST
PLANNING DEPT.

**MEMORANDUM**

March 25, 2022

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/ Eric Blocher, General 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
Ronald Hayes, SEQR Review Coordinator, NYSDOT
NYSDEC

RECEIVED
MAR 28 2022
TOWN ATTORNEY

**AMENDED APPLICATION**
Please note addition of GI district in request

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 14.81± ACRES OF LAND FROM CTR-8 TO RD & GI, **Z-2021-07**; PROPERTY LOCATED AT **4252-4258 RIDGE LEA ROAD**. BENDERSON DEVELOPMENT, PETITIONER.

**REVIEW**:

Do you agree with all statements made? Yes.

If you do not, briefly state why: _____

General comments relative to your agency interests: NA

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:** 4/27/22

DU/TV/bf
X:\Current_Planning\Files\Rezonings\2021\Z-2021-07_(4252-4258_Ridge_Lea_Rd)_2021\Z-2021-07_Transmittal_Amended_Application_032522.doc
cc: Scott Marshall, Principal Planner
James Boglioli, Benderson Development Co. LLC, 570 Delaware Ave., Buffalo, NY 14202



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

Z 2021-

8.1.b

# SITE PLAN OR ZONING REFERRAL TO COUNTY OF ERIE, N.Y. 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.: ZR-22-22

Postmark/Delivery Date: 3/29/2022

The proposed action described herein is referred in accordance with the provisions of the General Municipal Law, which provides that if n reply is received in 30 days after receipt of full information including a SEQR EAF if applicable, the municipal agency may take final acti without considering such reply. If, however, replay is received at any time prior to municipal Action, such reply must be considered.

## Description of Proposed Action

RECEIVED
APR 22 2022
TOWN OF AMHERST
PLANNING DEPT.

**1. Name of Municipality:** Town of Amherst

**2. Hearing Schedule:** Date April 21, 2022 Time _____ Location _____

**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 4252-4258 Ridge Lea Road

**6. Referral required as Site is within 500'of:** ☐ State or County Property/Institution ☐ Municipal Boundary ☐ Farm Operation located i an Agricultural District ☐ Expressway ☐ County Road ☑ State Highway ☐ Proposed State or Count Road, Property, Building, Institution, Drainageway

**7. Proposed change or use (be specific):** Amendment to application to rezone 14.81 acres from CTR-8 to RD and GI

**8. Other remarks (SBL#, etc.):**

**9. Submitted by:** Town of Amherst Planning Dept.

**10. Return Address:** 5583 Main Street, Williamsville, NY 14221

## Reply to Municipality by Erie County Division of Planning

**Receipt of the above-described proposed action is acknowledged on 3/29/2022. 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. ☐ **Comment on proposed action is attached hereto.**
3. ☐ **The proposed action is subject to review; Recommendation on Proposed Action is attached hereto.**
4. ☑ **No recommendation; proposed action has been reviewed and determined to be of local concern**

**By the Division of Planning:** _____ **Date:** 4/21/2022

Revised 4/4

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

Amherst

950098

Town of Amherst Planning Department

Erie County, New York

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

**MEMORANDUM**

March 25, 2022

RECEIVED
APR 08 2022
TOWN OF AMHERST
PLANNING DEPT.

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/ Eric Blocher, General 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
Ronald Hayes, SEQR Review Coordinator, NYSDOT
NYSDEC

**AMENDED APPLICATION**
Please note addition of GI district in request

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 14.81± ACRES OF LAND FROM CTR-8 TO RD & GI, **Z-2021-07**; PROPERTY LOCATED AT **4252-4258 RIDGE LEA ROAD**. BENDERSON DEVELOPMENT, PETITIONER.

**REVIEW**:

Do you agree with all statements made? YES

If you do not, briefly state why: _____

General comments relative to your agency interests: Do not support a ~~vehicular~~ connection to Meyer Rd.

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:** 4/7/22

DU/TV/bf
X:\Current_Planning\Files\Rezonings\2021\Z-2021-07_(4252-4258_Ridge_Lea_Rd)_2021\Z-2021-07_Transmittal_Amended_Application_032522.doc
cc: Scott Marshall, Principal Planner
James Boglioli, Benderson Development Co. LLC, 570 Delaware Ave., Buffalo, NY 14202



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

**MEMORANDUM**

March 25, 2022

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/ Eric Blocher, General Crew Chief
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Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Ronald Hayes, SEQR Review Coordinator, NYSDOT
NYSDEC

RECEIVED
APR 05 2022
TOWN OF AMHERST
PLANNING DEPT.

**AMENDED APPLICATION**
Please note addition of GI district in request.

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 14.81± ACRES OF LAND FROM CTR-8 TO RD & GI, **Z-2021-07**; PROPERTY LOCATED AT **4252-4258 RIDGE LEA ROAD**. BENDERSON DEVELOPMENT, 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:** 4-5-22

DU/TV/bf
X:\Current_Planning\Files\Rezonings\2021\Z-2021-07_(4252-4258_Ridge_Lea_Rd)_2021\Z-2021-07_Transmittal_Amended_Application_032522.doc
cc: Scott Marshall, Principal Planner
James Boglioli, Benderson Development Co. LLC, 570 Delaware Ave., Buffalo, NY 14202



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

Amherst

*Town of Amherst Planning Department*

950098

*Erie County, New York*

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

**MEMORANDUM**

March 25, 2022

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
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Stan Sliwa, Town Attorney (Local Law Only)
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Integrated Review Coordinator, ECDEP
Ronald Hayes, SEQR Review Coordinator, NYSDOT
NYSDEC

RECEIVED
APR 01 2022
TOWN OF AMHERST
PLANNING DEPT.

**AMENDED APPLICATION**
Please note addition of GI district in request

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 14.81± ACRES OF LAND FROM CTR-8 TO RD & GI, **Z-2021-07**; PROPERTY LOCATED AT **4252-4258 RIDGE LEA ROAD**. BENDERSON DEVELOPMENT, PETITIONER.

**REVIEW**:

Do you agree with all statements made? YES.

If you do not, briefly state why: _____

General comments relative to your agency interests: NONE

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

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

**Signature:** _____ **Date:** 3/31/22

DU/TV/bf
X:\Current_Planning\Files\Rezonings\2021\Z-2021-07_(4252-4258_Ridge_Lea_Rd)_2021\Z-2021-07_Transmittal_Amended_Application_032522.doc
cc: Scott Marshall, Principal Planner
James Boglioli, Benderson Development Co. LLC, 570 Delaware Ave., Buffalo, NY 14202



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatwoski, AICP
Assistant Planning Director

March 28, 2022

James A. Boglioli, Esq.
Benderson Development Company LLC
570 Delaware Avenue
Buffalo, NY 14202

| | | |
|---|---|---|
| SUBJECT: | Rezoning Application Review | **Z-2021-07** |
| | Proposed: | Request to rezone 14.8± acres of land from CTR-8 to RD & GI |
| | Property located at: | **4252-4258 Ridge Lea Road (BCD)** |
| | Revised Application received: | March 14, 2022 |
| | Representative: | Benderson Development Company LLC |

Dear Mr. Boglioli,

Please consider the following comments:

1. Submit a revised EAF based on the revised scope of the proposed rezoning and please see comments below from previous review letter dated March 7, 2022.
   - Complete the (attached) Town Addendum to the SEQR Environmental Assessment Form.
   - The following items on the FULL Environmental Assessment Form submitted on June 24, 2021 should be corrected or completed:
     - Section B (i)(ii) change response to YES
     - Section C2(b) change response to YES, NYS Heritage Areas: West Erie Canal Corridor
     - Section E2(h)(ii) change response to YES
     - Section E2(h)(iii) change response to YES
     - Section E2(h)(v) answer NO
   - Provide the required Geotechnical Report.
   - 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.

This is a review only and does not constitute approval of the Rezoning Request. Should you have questions regarding this correspondence, please contact Thomas Voigt, Assistant Planner at tvoigt@amherst.ny.us

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/SM/bf
X:\Current_Planning\Files\Rezonings\2021\Z-2021-07_(4252-4258_Ridge_Lea_Rd)_2021\Z-2021-07_Planning_Review_03282022.doc
Attachment
cc: Scott Marshall, Principal Planner





Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

# TOWN OF AMHERST
## ASSESSOR'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7038
FAX 716-631-7144

**Emily A. Murphy**
**Assessor**
emurphy@amherst.ny.us


RECEIVED
MAR 30 2022
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

TO: Daniel Ulatowski, AICP, Associate Planning Director
Douglas Gesel, Supervising Code Enforcement Officer
Jeff Burroughs, Town Engineer
Scott Marshall, Principle Planner

FROM: Bonnie B. Arnold, Real Property Appraiser

DATE: March 30, 2022

SUBJECT: REQUEST TO REZONE 14.81±ACRES OF LAND FROM CTR-8 TO RD & GI, Z-2021-07;
Property Location: **4252-4258 RIDGE LEA ROAD**
Petitioner: **BENDERSON DEVELOPMENT**

Site plan approved as submitted.
If rezoning is for building single family homes with condominium status then the Assessor's office does not approve.

cc: Scott Marshal Principal Planner
James Boglioli, Benderson Development Co. LLC 570 Delaward Ave., Buffalo, NY 14202

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

*Amherst*

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

RECEIVED
MAR 28 2022
TOWN OF AMHERST
PLANNING DEPT.

**MEMORANDUM**

March 25, 2022

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/ Eric Blocher, General 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
Ronald Hayes, SEQR Review Coordinator, NYSDOT
NYSDEC

RECEIVED
MAR 28 2022
**TOWN ATTORNEY**

**AMENDED APPLICATION**
Please note addition of GI district in request

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 14.81± ACRES OF LAND FROM CTR-8 TO RD & GI, **Z-2021-07**; PROPERTY LOCATED AT **4252-4258 RIDGE LEA ROAD**. BENDERSON DEVELOPMENT, PETITIONER.

**REVIEW:**

Do you agree with all statements made? agee 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:** _____ **Date:** 3/28/22

DU/TV/bf
X:\Current_Planning\Files\Rezonings\2021\Z-2021-07_(4252-4258_Ridge_Lea_Rd)_2021\Z-2021-07_Transmittal_Amended_Application_032522.doc
cc: Scott Marshall, Principal Planner
James Boglioli, Benderson Development Co. LLC, 570 Delaware Ave., Buffalo, NY 14202



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

# 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) 631-711
FAX (716) 631-726
www.amherst.ny.u

RECEIVED
OCT 08 2021
TOWN OF AMHERST
PLANNING DEPT.

October 5, 2021

To: Scott Marshall, Principal Planner

From: Patrick Lucey, Superintendent of Highways

Re: 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.

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 Attornewy (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
Benderson Development Co., LLC, 570 Delaware Avenue
Buffalo, NY 14202

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

*Amherst*

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICI
Assistant Planning Directo

**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 LINE OF THE 8 EXISTING DWELLINGS ALONG MEYER ROAD WHICH ABUT THE SUBJECT PROJECT, AS WELL AS, THE EAST LINE OF 390 MEYER RD

~~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:** DJ Ulatowski **Date:** 9/16/2021

DANIEL J. ULATOWSKI

DU/RR/ac
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\BCPA-2021-01_(4252-4258 Ridge Lea Road)_2021\BCPA-2021-01_Transmittal_082321.doc
cc: Scott Marshall, Principal Planner

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

## 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 I (518) 810-9951 cell
Ron.Hayes@dot.ny.gov www.dot.ny.gov

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

RECEIVED
APR 20 2022
TOWN OF AMHERST
PLANNING DEPT.

April 9, 2022

To The Members of The Town of Amherst Planning Board:

Re: Benderson/ Delta Sonic BCP amendment and Rezoning petition of 14.8 acres on Ridge Lea Rd

My name is Kim Kowalik and I have lived at 382 Meyer Rd for over 20 years and raised 2 of my children here. It has been a great place to raise a family. We have had a number of months to consider this car wash soap factory /warehouse project and in no way do we the residents benefit from this, we are only ignored and ultimately damaged. Our quality of life will be harmed by pollution, noise, lights and we are still concerned by the soap chemicals that will be our new neighbors. We still hold that this massive project is not in keeping with the character of our residential neighborhood.

In addition to this project we now learn about Costco being jammed into the mix. This only adds to our concerns about the impact of the added traffic on the area. It is challenging enough to navigate North Bailey, Maple, Niagara Falls Blvd.

What is the plan to alleviate the upcoming traffic disaster??

I was also made aware by a neighbor about the Benderson purchase of 270 Meyer Rd for $620,000. I thought how crazy to spend that kind of money on that property. In our discussion a motive by Benderson was floated that this would allow them access to Meyer Rd. We hope you see how this is not a viable solution, it is simply imposing on our neighborhood for the towns lack of pre planning in their giddiness to put a big box store in an area where it simply doesn't belong and the infrastructure doesn't support it.

We strongly request that you vote NO.

Sincerely,

Kim Kowalik

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

RECEIVED
APR 18 2022
TOWN OF AMHERST
PLANNING DEPT.

4/15/2022

To Whom it May Concern:

While I currently live in Wilson, my family has owned property on Meyer Rd in the town of Amherst for almost 40 years. That street has always been a small oasis within a bustling area. An oasis not only for the residents, some of whom have been there for multiple generations, but for wildlife who is continually being pushed away by new, and many times unnecessary, construction.

It was brought to my attention that when concerns arose regarding this project's impact on property values, among other things, it was brushed aside and the residents were told there would be no impact. As a Realtor I can say that is simply not true. There are many factors that are considered when determining the value of a property. Some of the factors considered are environmental such as traffic, noise and light pollution as well as potential environmental contamination. All of these factors will change as a result of this project which will most likely have a significant negative impact on the property values of the surrounding homes. A quick Google search provides many articles detailing the negative impact of industrial development on residential real estate values.

Thank you for your time and I sincerely hope the residents of Meyer Rd and the Town of Amherst are given the consideration they deserve.

Sincerely,

A. Wagner

Adrian Wagner
Licensed Real Estate Salesperson

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

RECEIVED
APR 18 2022
TOWN OF AMHERST
PLANNING DEPT.

Town of Amherst Planning Board:
4/8/2022

Re: Rezoning 4252-4256 Ridge Lea Rd

We are Melvin and Pamela Taylor and we live at 354 Meyer Rd. Our neighborhood is peaceful and our homes are well cared for. We remain strongly opposed to the Benderson/Delta Sonic factory/warehouse. To rezone this parcel Industrial is placing an unfair burden on a community that represents a population including seniors and minorities. We are concerned that this marginalized population is being targeted unjustly as historically it has been. This will not have a positive impact on our community and is definitely not within the character of our residential hamlet. What are you possibly thinking when it comes to the Benderson/Delta Sonic Factory, Key Bank expansion and now Costco Ridge Lea Rd Projects?? All that appears to us is a tremendous influx of traffic and exhaust fumes with no consideration given to the negative impact this will have on this area as a whole. We further implore you to stick by your original condition that Meyer Rd would not be accessed from this development. No access to Meyer Road means No access to Meyer Rd.

We remain resolute that this development is not in character with the neighborhood of the Meyer Rd residents and we are adamant that you should vote no on this project.

Sincerely,

Melvin Taylor

Pamela Taylor

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

RECEIVED
APR 18 2022
TOWN OF AMHERST
PLANNING DEPT.

April 9, 2022

Town of Amherst Planning Board:

Re: Benderson/ Delta Sonic factory/warehouse project Ridge Lea Rd.

I am a senior citizen that has lived at 374 Meyer Rd for many years, raised my son here and I enjoy the Mel Ott baseball season. It has been a peaceful area. There has been obvious development over the years but these have mostly added to the convenience factor of my life, without impacting my quality of life. Now my head is spinning with the onslaught of 3 major projects in my backyard to be inundating the area within a year. How can the local infrastructure accommodate these oversized projects?? I see nothing but problems and no proactive action is being considered.

I am also suspicious of the recent sale of 270 Meyer Rd. It is a small home that I understand sold for $620,000 and was purchased by Benderson/Delta Sonic. What do they have planned for this property, will they be seeking access to Meyer Rd for the overflow of traffic?? I am aware that there was a provision in the Boards previous approval that there be NO access to Meyer Rd, does this purchase negate that provision??? It definitely should NOT, it should be maintained by the strongest legal level possible.

I hope you will vote NO on this project.

Sincerely,

Russell Morley

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

RECEIVED
APR 18 2022
TOWN OF AMHERST
PLANNING DEPT.

April, 14, 2022
To The Members of The Town of Amherst Planning Board:

Re: Rezoning Ridge Lea Rd to accommodate Benderson Development

My name is Geri DiCosmo and I live at 378 Meyer Rd. Our street is a small hamlet of homes directly on the south border of the land proposed as the site of the Benderson/ Delta Sonic Factory/Warehouse.

I have addressed this panel before regarding the Benderson/Delta Sonic Factory/Warehouse project and to my disappointment you disregarded every concern we had and voted unanimously to approve the project going forward with several restrictions. The one restriction that is paramount to being enforced is that there will NEVER be access to Meyer Rd from any of the many projects that Benderson has in the works for this property. This includes the Key Bank expansion, the Costco big box store and the Delta Sonic Factory/Warehouse and any other development that proposed in the future on this site. We have been given much lip service about how there are no "immediate" plans to access Meyer Rd, however the recent purchase by Benderson of 270 Meyer Rd with street access for the ridiculous amount of $620,000 is very suspicious and we can only ponder the purpose of this purchase. In addition we were assured by the Supervisor that a sign notifying drivers that Meyer Rd is for " local traffic only" would be installed, where is it??

We are concerned that what you are in fact about to approve is an example of Spot Zoning by affording the developer an Industrial area and a Special Use Permit for the purpose of chemical storage, within what is a commercial /retail district. You will use the argument that it was RD before but if we're being honest that RD was for educational labs associated with the UB annex not to house potentially dangerous chemicals adjacent to a residential neighborhood. Will this Spot zoning also include a gas station for Costco??

With respect to the Comprehensive Plan which should be a map for the future of the Town but from what I have observed the BCP is undergoing constant amendment to serve the developers who have a stranglehold on the community. In conjunction with this, changes in zoning have become commonplace to accommodate them.

Our neighborhood can be considered a marginalized community of senior citizens and minorities. One might argue that as is common with this population the area is being targeted for this type of development. I believe there have been a variety of studies which red flag this project, the most impactful being the traffic study, but has there been an Environmental Justice Screen done for this area?? If not I am demanding the planners conduct an EJ screen and the results will show that not even considering what this factory will bring, that this area is already subjected to negative environmental impacts significantly above the national average!

In keeping with this vein of environmental impact I am referencing the New York State Climate Leadership and Community Protection Act of 2019 which requires phasing carbon emissions in

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

electricity, transportation and buildings. How will these 3 projects be addressing this?? Will Delta Sonic/Benderson be using geothermal heating and cooling, will the transport trucks be electric vehicles? Will this also be applied to Costco and will Key Bank be required to retrofit their facility to accommodate the climate change crisis??

Our neighborhood would like clarification about our future as a residential neighborhood. What is the master plan including timeline to eliminate the residential neighborhood of east Meyer Rd? We as taxpayers have a right to know!!!!

I would like to finish this letter of opposition with how this doesn't fit in with the character of our residential neighborhood, but in your minds you have already eliminated this neighborhood and how can an area have character if it's simply a ghost??

I implore you to further evaluate the negative impact this project will have on this marginalized community of senior citizens and minorities. This will be made clear by the results of the Environmental Justice Impact Screen. A NO vote would reflect your interest in protecting an already at risk population. There are plenty of places in the Town of Amherst that would be infinitely more suitable for the factory and Costco projects.

Sincerely,

Geri DiCosmo

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

## Carrato, Amy

**From:** joe voytovich <jvoytovich@yahoo.com>
**Sent:** Friday, February 25, 2022 5:15 PM
**To:** Palumbo, Gary
**Cc:** Howard, Dan; Marshall, Scott; Ulatowski, Daniel; Carrato, Amy; Voigt, Thomas J.
**Subject:** Re: Delta Sonic project - Ridge Lea tenancy rate
**Attachments:** IMG_0003.jpg; IMG_0005.jpg; IMG_0007.jpg; IMG_0008.jpg; IMG_0009.jpg

**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 all,

I've followed up on my previous question with my own investigation. It seems that not everything pertaining to a rezoning request is supplied in the application.

I found that the following 7 buildings are currently vacant and apparently awaiting asbestos abatement: 4230, 4232, 4234, 4244, 4246, 4248 and 4250 Ridge Lea Road. These buildings back up to the proposed Delta Sonic warehouse lot.

I called the Amherst building department and they have no information on what work may be done there, saying that Benderson has not filed any permit requests. I did find one letter attached to a door that states that the abatement will be going on from 2/28/2022 until 2/28/2023. I tried calling the abatement company but didn't get a reply. Their web site also was not active. I will be checking back next Monday to see if any workers show up.

Attached are some pictures I took of the interiors. These buildings look utterly horrible.

Along with the neglected properties, there is an issue with a residential property purchase that was closed on Nov 3, 2021 - one day after the election. The purchaser was 550 Delaware XVIII LLC. This house was assessed by the town for $75,000. The sale price on this was $620,000. Does that not sound an alarm for anyone? Benderson - though not directly listed on the sale - has offices at 550 Delaware Ave. The residents would not have known about this had it not been for the eye of one resident who noticed this in the weekly Buffalo News real estate sales column on Dec 29, 2021.

I am aghast. I will be putting together a more comprehensive report on this rezoning process. Benderson should not enjoy the privilege to disrupt area usage without full disclosure.

Thank you.

Joe Voytovich

On Friday, January 28, 2022, 03:46:38 PM EST, Palumbo, Gary <gpalumbo@amherst.ny.us> wrote:

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

Mr. Voytovich,

Unfortunately the information you seek regarding occupancies is not typically found in rezoning applications. But please note you can ask those questions of the Petitioner at a future public hearing.

*Note: We are limiting in-person contact, all meetings will be held via video conferencing and/or telephone.*

---

***Gary Palumbo, AICP***

***Associate Planner***

*Town of Amherst Planning Department*
*5583 Main Street*
*Williamsville, NY 14221*
*Phone: 716 631-7056*

**From:** joe voytovich <jvoytovich@yahoo.com>
**Sent:** Wednesday, January 26, 2022 3:34 PM
**To:** Planning Department email <planningemail@amherst.ny.us>
**Subject:** Delta Sonic project - Ridge Lea tenancy rate

**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,

In regards to the Delta Sonic rezoning, I personally surveyed the adjoining Ridge Lea campus. In there, I found some buildings that seemed to have almost NO tenants. Not only that, but the buildings were in such disrepair that it seems unlikely that they will be occupied at any time soon.

Some had boarded up windows (or painted over). The interiors had holes in the walls and wires and ceiling tiles hanging down. There is also the old restaurant on Ridge Lea that has been vacant for maybe 15 years.

Does anyone know that actual occupancy rate of those buildings? It seems if there's no need for those buildings, why would Benderson need to take fresh land to put a new one?

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

Also of interest is how they came up with the need for a 108,000 sq ft building. First they explained that they were going to do mixing of soaps and fragrances there, then later it changed to be that they were mixing the soaps in the smaller, existing buildings and will use the large one for machining.

Did you provide any numbers on how they came up with the need for a 108,000 square foot building? Mr. Kulpa toured their existing building, and the machining areas were not that large, so to take up that much space, they would need an extreme number of workstations.

For instance, if a 20 ft x 30 ft space is allocated for each workspace, and half the building was used for this purpose, they would have 90 workspaces. This issue was never discussed during the town board hearings on this. I would appreciate if you can tell me if Benderson presented this data to you.

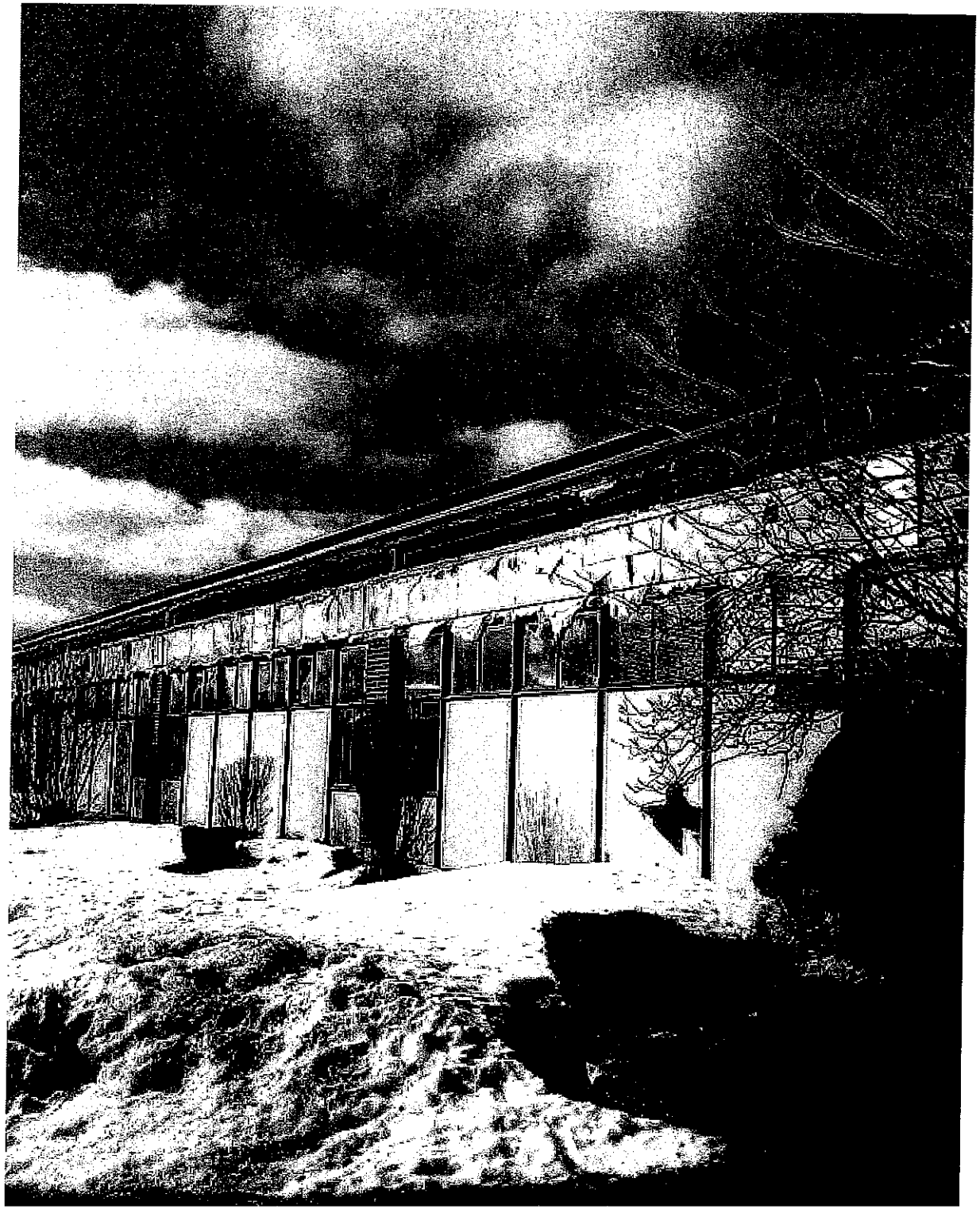
Thank you.

Joe Voytovich

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)



4246



Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

RECEIVED
JAN 24 2022
TOWN OF AMHERST
PLANNING DEPT.



# Benderson/Delta Sonic Factory

January 24, 2022

This is our preliminary list.

- 4 (four) foot berm. 8 (eight) foot solid fence on top. Benderson will handle maintenance of fence/berm.
- Leave intact the bushes and trees already existing on the Residents side of the berm. In light of Kulpa tree initiative.
- Berm should be minimum 50 (fifty) feet from the property line.
- Mature trees on the factory side of the berm / fence with dense plantings: pines and evergreens
- Fill in gap areas, where there are currently no trees or bushes, on the Meyer Road side of the berm with mature trees.
- The building should as far away from the residents as possible.
- Complete Removal of the 2 rows of parking spaces on the south side of the building, north of the Meyer Rd residents.
- Building lights of minimal illumination, no more than 12 (twelve) feet high from ground level and hooded facing down, using the minimal number of lights required
- Parking lot on the east end of the building lights of minimal illumination, no higher than 12 (twelve) feet from the ground level, hooded away from the residents and facing down. Using minimal number of lights.
- Noise restrictions:
- Solid sound proof walls, (i.e.block and stucco construction)
- only emergency exits that are alarm activated to prevent propping open for ventilation etc.
- NO exterior Public Address systems,
- building fans are unidirectional (one way) blowing into the building not out of the building. No reversing fans.

# Meyer Road Residents and Homeowners

RECEIVED
SEP 16 2021
TOWN OF AMHERST
PLANNING DEPT.

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

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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,

CAROLYN H. EVERETT

Signature

Carolyn H. Everett

Address.
325 MEYER RD
AMHERST, NY 14226

Date
9/13/21

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

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Sincerely,

Signature

374 Meyer 9-14-2021

Address. Date

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

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

RECEIVED
SEP 17 2021
TOWN OF AMHERST
PLANNING DEPT.

| | Printed Name. | Address. | Signature |
|---|---|---|---|
| 1 | Russell Molloy | 370 Meyer | |
| 2 | Rosemary Sakura | 350 Meyer Rd | 14526 |
| 3 | Jean Marie Rotter | 330 Meyer Rd | 14226 |
| 4 | David Rotter | 330 Meyer Rd | |
| 5 | Andrew C. Kemp | 290 MEYER | |
| 6 | Debra Kaiser | 254 Meyer Rd | D. Kaiser |
| 7 | Maria Helmig | 246 Meyer Rd | Maria Helmig |
| 8 | Todd Helmigs | 246 Meyer Rd | |
| 9 | Sheila Goldberg | 306 Meyer | Sheila Goldberg |
| 10 | William M Everett | 325 MEYER RD | WILLIAM M EVERETT |
| 11 | Dan & Kim Kowalik | 362 Meyer Rd. | Amherst N.Y. |
| 12 | Della Hug | 362 meyer Rd | Amherst Ny |
| 13 | John Duggan | 331 Meyer Rd | John Duggan |

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

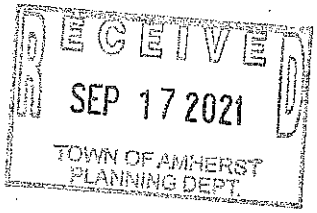
| | | Name. | Address. | Signature |
|---|---|---|---|---|
| | 14 | Anthony Casey | 390 Meyer Rd | Anthony Casey |
| | 15 | Melvin Taylor | 354 Meyer Rd | |
| | 16 | Pamela Taylor | 354 Meyer Rd | |
| | 17 | Diana Vatel | 260 MEYER Rd. | |
| CAR | 18 | Brooke Hicks | 307 Reist St. | |
| CAR | 19 | Christina Hicks | 62 Mahogany Dr | |
| CAR | 20 | Josh Hicks | 62 Mahogany Dr. | |
| CAR | 21 | Colleen Stockdale | 300 maynard Dr. | |
| CAR | 22 | Kaitlyn Silla | 483 Emerson Dr. | K. |
| CAR | 23 | Nick DiCosmo | 483 Emerson Dr. | N. |
| CAR | 24 | Jeremiah Hicks | 307 Reist St | |
| CAR | 25 | Robert Stockdale | 300 Maynard Dr | |
| | 26 | Elizabeth Hughes | 390 Meyer rd | Elizabeth Hughes |
| | 27 | Susan Holt | 370 Meyer Rd | Susan Holt |
| | 28 | KENNETH C HOLT | 370 MEYER RD | Kenneth C Holt |
| | 29 | WILLIAM D KLEIS | 378 MEYER RD | |
| | 30 | Geri DiCosmo | 378 Meyer Rd | Geri DiCosmo |
| | 31 | | | |
| | 32 | | | |
| | 33 | | | |
| | 34 | | | |
| | 35 | | | |

CAR - concerned Amherst resident

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

# Meyer Road Residents and Homeowners

Town of Amherst Planning Board
5583 Main Street
Williamsville, NY 14221




September 13, 2021

Robert J Gilmour:

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- Property Devaluation
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- Crime
- Traffic
- Annihilation of the habitat and wildlife

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Sincerely,

Signature

378 Meyer Rd 9/17/21

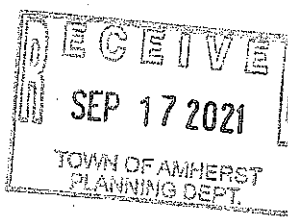
Address. Date

Attached please find the aforementioned petition and a detailed description of our concerns.

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

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Sincerely,

Signature

378 MEYER RD AMHERST 9-17-21

Address. Date

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# Meyer Road Residents and Homeowners

Town of Amherst Planning Board
5583 Main Street
Williamsville, NY 14221

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SEP 17 2021
TOWN OF AMHERST
PLANNING DEPT.

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Sincerely,

KENNETH C HOLT

Signature

Kenneth C Holt

Address.
370 MEYER RD

Date 9-17-2021

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

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Williamsville, NY 14221

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Sincerely,

Susan Holt

Signature

Susan Holt 9/17/21

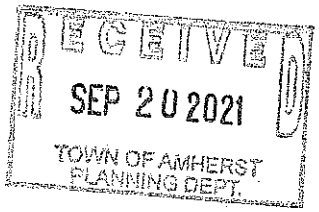
Address. Date

390 Meyer Rd
Amherst, NY 14226

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

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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,

Diane Vitel

Signature

Diane Vitel

Address. 260 MEYER RD
AMHERST, NY 14226

Date 9/18/21

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

RECEIVED
SEP 21 2021
TOWN OF AMHERST
PLANNING DEPT.

# 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

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Sincerely,

Sheila Goldberg

Signature

Sheila Goldberg

Address.

306 Meyer Rd

Date

9/15/21

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

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Sincerely,

Della Diaz-Hailey

Signature

Della Diaz-Hailey

Address. 362 Meyer Rd Amherst, NY 14226 Date

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Sincerely,

Rosemary LaRocca

Signature

350 Mayer Rd. Buff. NY 14226

Address.

Date Sept 13, 2021

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

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TOWN OF AMHERST
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Sincerely,

Signature

Gordon e. Kemp

Address. 290 MEYER RD
AMHERST NY
14226

Date 9-21-21

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

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Sincerely,

Bonnie Siegel

Signature

290 Meyer Road Amherst, NY 14226

Address.

Date 9/19/21

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

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Sincerely,

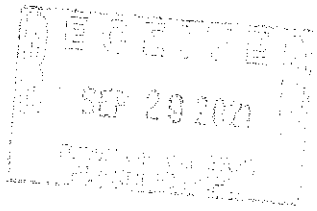
Melvin L - Taylor JR

Signature

Address. 354 Meyer Rd
Amherst, NY 14226

Date 9/20/21

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)




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Sincerely,

Julie M Sykes Julie Sykes

Signature

Robert C Sykes Robert Sykes

Address. 310 Mayer Rd
Amherst Wy 14226

Date 9-27-21

Attachment: Z-2021-07 TB letter 060622 (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

**D R A F T (6/27/22)**

**SEQR**

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

**Lead Agency**: Town of Amherst
Town Board

**Project**: Z-2021-07

**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 action.

**Description of Action**: Rezoning of 12.54 ± acres of land from CTR-8 to RD & GI to allow for the future use and development of the site for a new 108,000± square foot warehouse building and to connect the proposed warehouse to the existing southerly 21,736 square foot building, which will be utilized for the compounding and blending of soap products for the car wash industry. This will include a 1,500 square foot building addition, including new parking, utilities, drainage and landscaping.

**Location**: 4252-4258 Ridge Lea Road (portion, Boulevard Central District), Town of Amherst, Erie County, New York

**Petitioner**: Benderson Development Company LLC

Attachment: Z-2021-07_draft TB neg dec (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

**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 12.54 ± acres of land from CTR-8 to RD & GI for a proposed 108,000± square foot warehouse building and which will include the use of an existing warehouse building for the compounding and blending of soap products, will not have a significant impact on the environment, as follows:

1. The project is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. The Town Engineering Department on March 31, 2022, reviewed the application and EAF submitted on March 24, 2022, and had no objection or comments on the proposed rezoning.

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

3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The project will comply with all regulations of the Town Zoning Ordinance before final site plan approval is granted. The Town Building Department on April 5, 2022 reviewed the application and EAF submitted on March 24, 2022, and has no objection or comments on the proposed rezoning.

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 CTR-8 to RD & GI. Neighboring uses are the I-290 to the north and east, single-family residential zoned R-3 and a recreational field on school property zoned CF to the south, and single-family homes zoned R-3 with commercial business and industrial office development zoned CTR-8 to the west; therefore, the project is consistent with surrounding land use.

6. The proposed rezoning to RD & GI for a proposed 108,000± square foot warehouse building with an existing warehouse building which will be utilized for the compounding and blending of soap products will not cause a major change in the use of either the quantity or type of energy.

Attachment: Z-2021-07_draft TB neg dec (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

7. The rezoning to RD & GI for the proposed 108,000± square foot warehouse building with an existing warehouse building that will be utilized for the compounding and blending of soap products will not create any hazard to human health.

8. The rezoning to RD & GI 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 108,000± square foot warehouse building will be consistent with the scale of surrounding land uses.

9. The rezoning to RD & GI for the proposed 108,000± square foot warehouse 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 April 7, 2022, NYSDOT on August 26, 2021 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 April 5, 2022, Engineering on March 31, 2022, Highway on October 8, 2021, Traffic/Safety Board on April 7, 2022, Assessor on March 30, 2022 , Fire Chiefs' Council on September 17, 2021, and Right-of-Way Agent on March 28, 2022 along with outside agencies including Erie County Department of Environment & Planning on April 21, 2022, and New York State Department of Transportation on August 26, 2021 and The New York State Department of Environmental Conservation on July 9, 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

TV/ac
X:\Current_Planning\Files\Rezonings\2021\Z-2021-07_(4252-4258_Ridge_Lea_Rd)_2021\Z-2021-07_draft TB neg dec.docx
cc: Amherst Town Clerk
Amherst Building Department
ECDEP
NYSDEC (type 1's)
NYSDOT (if on state hwy.)
James Boglioli, Benderson Development Co. LLC, 570 Delaware Ave., Buffalo, NY 14202

Attachment: Z-2021-07_draft TB neg dec (RES-2022-548 : 4252 - 4258 Ridge Lea Road Rezoning)

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 26067 **RESOLUTION 2022-610** **ADOPTED**

# Amherst Urban Renewal Agency

**RESOLUTION DESIGNATING A PORTION OF THE BOULEVARD CENTRAL DISTRICT AS AN URBAN RENEWAL AREA AND THE TOWN BOARD TO ACT AS THE AMHERST URBAN RENEWAL AGENCY**

WHEREAS, for some time the Town Board of the Town of Amherst has been concerned with the declining condition of the Boulevard Mall and surrounding neighborhood. The Mall was opened in the 1960s and was the first indoor shopping center in the Buffalo area. Its success led to the growth of the surrounding commercial areas in this part of Town seen today. Over time and especially in recent years, changing retail formats and consumer shopping habits have made large indoor malls like the Boulevard Mall obsolete. Several anchor stores at the site are closed and stores within the mall have begun to move out. The approximately 65-acre site contains an extremely large structure at just over 900,000 square feet and large, underutilized surface parking lots which pose a great challenge to redevelop and utilize this massive site in the heart of the commercial area of Town; and

WHEREAS, the Boulevard Mall and its surroundings, with its location in the busiest commercial area of Town, known as the Boulevard Central District, and major thoroughfares such as Niagara Falls Boulevard and Maple Road serving it, with its declining state and loss of its businesses, and changing national and regional trends, is ripe to become something entirely new. Its overall redevelopment will not only increase the Town's tax base but will also provide amenities, businesses, and transportation options to existing residents while creating a place to attract new residents and visitors. As a large site, the Town and its partners can plan its redevelopment holistically, considering all aspects such as planning, zoning, and infrastructure at one time to enable future plans that stay true to the overall vision for the site; and

WHEREAS, the Town Board has already begun consideration of how to revitalize the Boulevard Central District by creating the Boulevard Central District Action Plan, and amending the Town Comprehensive Plan accordingly, which builds upon previous studies and established a vision for the area that seeks to:

- Implement the Town's Comprehensive Plan vision for land use and development which includes:
  - Diverse neighborhoods, ranging in character from traditional to suburban to rural
  - Pedestrian-friendly, interconnected, mixed-use development patterns
  - Revitalized older neighborhoods and commercial corridors
  - Open space integrated into the overall pattern of development
  - Development standards that promote objectives such as improved visual character, revitalization
- Capture future business development and economic growth potential projected to occur within the region along the I-290 corridor. (2016 Town of Amherst Economic Study)

- Build around the concept of transit-oriented development and expand mobility options through the NFTA's Metro Rail Expansion project, an enhanced transit extension to the north of University Station. (Proposed Action by the Niagara Frontier Transportation Authority Metro Rail Expansion Project, nftametrorailexpansion.com)
- Support the regional vision for strengthening and reinvesting in communities and improving mobility; this includes using new technologies and upgraded street features on multi-modal arterials such as Niagara Falls Boulevard. (Moving Forward 2050: A Regional Transportation Plan for Buffalo Niagara)
- Evaluate existing sites along commercial corridors with underutilized property, and outdated or otherwise obsolete commercial buildings to propose new, mixed-use, infill development. (2019 Mixed-Use Zoning Districts adopted by Town of Amherst for infill and retrofit areas)
- Leverage funding tools available through the Federal Opportunity Zone program, in addition to other available sources of funding. (Amherst Industrial Development Agency, OpportunityZones.hud.gov); and

WHEREAS, pursuant to Article 15 of the New York General Municipal Law, the Town is authorized to undertake urban renewal programs for the redevelopment of substandard, underutilized, or insanitary areas that are having a blighting influence on the surrounding property; and

WHEREAS, the Town Board desires to employ such powers to improve portions of the Town within the Boulevard Central District; and

WHEREAS, the Town Board further desires to designate itself as the party responsible for carrying out the functions and powers of the Town under Article 15 of the General Municipal Law, acting as the Amherst Urban Renewal Agency;

NOW THEREFORE BE IT RESOLVED, by the Town Board of the Town of Amherst, as follows:

1. Pursuant to § 504 of the General Municipal Law, the Town Board hereby finds and designates the "Boulevard Central District Urban Renewal Area" as described in the attached **Schedule A**, as an area appropriate for urban renewal as defined in § 502(3) of the General Municipal Law.

2. Said designation is made because the area is underutilized and having a long-term deteriorating impact on the community, particularly the neighboring commercial properties.

3. The Town Board, acting as the Amherst Urban Renewal Agency ("AURA"), is hereby designated as the Agency, as that term is defined in §502(4) of the General Municipal Law, for the purposes of carrying out the functions vested in that office by Article 15 of the General Municipal Law.

4. AURA will prepare an Urban Renewal Plan, as that term is defined in

§502(7) of the General Municipal Law, for the redevelopment of the Boulevard Central Urban Renewal Area consisting of the Boulevard Mall property and nearby properties as determined by AURA, which shall conform to the comprehensive plan of the Town and the Boulevard Central District Action Plan.

5. Upon completion, the Urban Renewal Plan shall be submitted to the Town Planning Board, which, within ten weeks after receipt of the Plan, shall, after a duly noticed public hearing, certify whether the Plan complies with §502(7) of the General Municipal Law, and conforms to the findings of this Resolution made pursuant to §504 of the General Municipal Law.

6. The Town Board intends to act as the Lead Agency for the redevelopment of the Boulevard Central District Urban Renewal Area under the State Environmental Quality Act. Notice shall be given of the Town's intent to all involved agencies.

7. This Resolution shall be effective immediately.

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

None.

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

# Urban Renewal Area Description

The Urban Renewal Area is shown on the Urban Renewal Area Location Map and the boundary can be described as follows: Beginning at the southeast corner of the intersection of Niagara Falls Boulevard and Maple Road, the Urban Renewal area extends approximately 2,085 feet east along the centerline line of Maple Road to the centerline of Bailey Avenue, then turns southerly along the centerline of Bailey Avenue for approximately 1,800 feet to the intersection of the centerline of Amsterdam Avenue and the centerline of Bailey Avenue, then turns westerly for 335 feet along the centerline of Amsterdam Avenue, then turns north approximately 60 feet to the south parcel line of a National Grid parcel (SBL- 54.03-1-12.1), then turns west along the National Grid parcel line for approximately 470 feet to the centerline of Alberta Drive, then turns southerly along Alberta Drive for approximately 2,060 feet to the intersection of the centerline of Alberta Drive and the centerline of Sheridan Drive, then turns easterly along Sheridan Drive for approximately 957 feet to the intersection of the centerline Sheridan Drive and the centerline of Bailey Avenue, then turns southerly along Bailey Avenue approximately 1,145 feet to the intersection of the centerline of Bailey Avenue and the centerline of Eggert Road, then turns north westerly along the centerline of Eggert Road for approximately 2,330 feet to the intersection of the centerline of Eggert Road and the centerline of Marion Road, then turns southerly along the centerline of Marion Road for approximately 160 feet, then turns westerly for approximately 275 feet along the southern parcel boundary of (925 Niagara Falls Boulevard SBL-67.39-5-1) to the centerline of Niagara Falls Boulevard, then turns northerly along Niagara Falls Boulevard for approximately 4,387 feet back to the intersection of the centerline of Niagara Falls Boulevard and the centerline of Maple Road (the beginning point).

The Urban Renewal Area totals approximately 194.9 acres and includes 60 parcels.

Attachment: Urban Renewal Map Description_061422 (RES-2022-610 : Amherst Urban Renewal Agency)

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Councilmembers
Initiated by: **Jacqualine Berger**
Co-Sponsored by:

DOC ID: 25991 **RESOLUTION 2022-611** **ADOPTED**

# Fire Prevention Bee Ad

**WHEREAS,** Fire Prevention week is the week including October 9th as proclaimed in 1925 by President Calvin Coolidge to commemorate the Great Chicago Fire; and

**WHEREAS,** the October 9-15, 2022 Fire Prevention campaign "Learn the Sounds of Fire Safety!" works to educate about the essentials of the sounds of fires, how to aid, assist, and avoid when a fire ensues; and

**WHEREAS,** the Town of Amherst strives to keep its residents safe and has historically paid for an ad in the Amherst Bee to promote this important campaign with fire prevention activities at all ten of the fire departments in the Town.

**NOW, THEREFORE, BE IT RESOLVED** that the Amherst Town Board approves a Fire Prevention Week full page ad in the Amherst Bee for all fire departments in the Town of Amherst to be paid from Avoidable Alarm Fund T-2999.4002.

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

A cost not to exceed $1,500.00

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25945 **RESOLUTION 2022-547** **ADOPTED**

# Local Law Amending Chapter 4 - Administration of Government

**6/6/2022**
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 7:29 PM.

Stanley Sliwa, Town Attorney, presented.

The following speaker addressed the Town Board:
Don Smith, N. Long St. - restructuring and changing the way the department functions

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing and set a decision date for the June 27th Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:40 PM.

**6/27/2022**
Consent

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

# LOCAL LAW NO.___ -2022

## TOWN OF AMHERST

## COUNTY OF ERIE, STATE OF NEW YORK

## A Local Law Amending Chapter 4 of the Code of the Town of Amherst, Administration of Government

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 4 of The Code Of The Town of Amherst, Administration of Government."

**Section 2. Purpose**

The purpose of this Local Law shall be to amend various sections of Chapter 4 of the Code of the Town of Amherst.

**Section 3.**

Chapter 4 of the Code of the Town of Amherst, specifically §4-13 is hereby amended as follows:

**§ 4-13 Designation of departments.**

The following are designated and shall function as central management departments:

**A.** ~~The Personnel Department.~~ The Finance Department

~~**A.**~~ **B.** ~~The Planning Department.~~ The Human Resources Department.

~~**B.**~~ **C.** ~~Department of Contract Compliance.~~ The Planning Department.

~~**C.**~~ **D.** ~~Department of Economic Development.~~ Department of Contract Compliance.

~~**D.**~~ **E.** Department of Economic Development.

~~Strikethrough~~ = Deleted
Underline = Added

Attachment: draft LL ch 4 Admin of Govt (RES-2022-547 : Local Law Amending Chapter 4 - Administration of Government)

**Section 4.**

Chapter 4 of the Code of the Town of Amherst is hereby amended to include a new section, specifically §4-14, as follows:

**§4-14 ~~(Reserved)~~ Finance Department**

**A. Definitions and Word Usage.**

(1) Word Usage. When used in this section, words used in the singular include plural and vice versa.

(2) Definitions. As used in this section, the following terms shall have the meanings indicated below:

**DEPARTMENT.**

The Town of Amherst Department of Finance which shall perform a major function of Town Government.

**DEPUTY DIRECTOR.**

The Deputy of the Department, as assigned by the Town Board, who shall act generally for and in the absence of the Director.

**DIRECTOR.**

The head of the Department of Finance shall be known as the Director of Finance.

**B. Establishment.**

(1) There is hereby establishing the Town of Amherst a Department of Finance. The principal executive offer and administrative head of such department shall be the Director, who shall be appointed by the T own Board for the term fixed by law at such salary as may from time to time be fixed by said Town Board.

(2) The Director shall be appointed on the basis of his/her administrative experience and qualifications for the duties of such office and such additional standards as may be required by the Town Board.

(3) The Director shall be the head of the Department with the power and authority to appoint and remove officers and employees under his /her jurisdiction in accordance with the Civil Service Law, any collective bargaining agreement, and any other applicable law, except for the appointment and removal of the Comptroller, who shall be appointed and removed by the Town Board only. The Town Board may appoint the Comptroller for a term set by law and at a salary to be fixed, from time to time, by the Town Board who shall generally act for and on behalf of Director and who shall perform such duties may be directed by the Director and is vested in and

~~Strikethrough~~ = Deleted
Underline = Added

Attachment: draft LL ch 4 Admin of Govt (RES-2022-547 : Local Law Amending Chapter 4 - Administration of Government)

imposed upon that office by the provision of this article, by New York State Law or by any other lawful authority.

(4) The Director shall have such powers as prescribed by law and as shall be necessary for the proper administration of the Department consistent with applicable provisions of law. Before entering upon the duties of his/her office, both the Director Comptroller shall execute and file with the Town Clerk an official undertaking, if the same is required by the Town Board, in such sum as prescribed by the Town Board and in such form as approved by the Town Attorney.

**C. Organization.**

The Director shall have such powers as shall be necessary for the proper administration of the Department consistent with applicable provisions of law. Until such time as the same may be either amended or modified, the Department shall be divided into the following divisions:

(1) Division of Audit and Control headed by the Comptroller.

(2) Division of Contract Compliance

**D, Powers and duties.**

(1) The functions, powers and duties of such divisions herein shall be under the administration, direction and control of the Director, and each of said divisions shall be supervised by an individual designated by the Director except for the Division of Audit and Control which shall be supervised by the Comptroller.

(2) The Director, with the approval of the Town Board after a public hearing, establish, consolidate or abolish any divisions in said Department. In Addition, he/she may establish, consolidate or abolish any bureau or subdivision now existing or hereafter created in any such division. The provisions of any local law to the contrary notwithstanding, the functions, powers and duties of such divisions shall be as follows:

A. Division of Audit and Control - Comptroller.

This Division administers, manages, supervises and implements all necessary and related procedures for the auditing and verification of all charges, claims, demands and account against the Town; audit the operations, accounts and fiscal affairs of every department of the Town pursuant to prevailing laws, rules or regulations, and audits all income financial transactions of the Town to assure sufficiency and accuracy of the same. In addition, this Division shall have the following powers and duties:

(1) It shall maintain fiscal/financial records and prepare financial reports as required.

~~Strikethrough~~ = Deleted
Underline = Added

Attachment: draft LL ch 4 Admin of Govt (RES-2022-547 : Local Law Amending Chapter 4 - Administration of Government)

(2) It shall process, audit and approval all disbursements of Town funds.

(3) It shall coordinate and assist the Supervisor and Director in the issuance of all Town indebtedness and be responsible for the investment of all idle funds.

(4) When so appointed by the Town Board, the Comptroller shall administer, manage, prepare and supervise procedures and programs for evaluation of department estimates of operating budgets of all departments and shall prepare and submit tentative budgets to the Town Clerk who shall then submit them to the Town Board; administer all budget funds and appropriation accounts; and prepare and coordinate projected budgetary forecasts for operating and capital improvement needs.

B. Division of Contract Compliance.

The Division of Contract Compliance shall have those powers and duties set forth under Chapter 4, specifically, §4-17.

**Section 5.**

Chapter 4 of the Code of the Town of Amherst, specifically §4-15, is hereby amended as follows:

§ 4-15 ~~**Personnel**~~ **Human Resources Department.**

A. The ~~Personne~~l Human Resources Department shall:

(1) Be responsible for coordinating the personnel activities of the Town.

(2) Assist in the preparation, negotiation, execution and administration of contractual agreements between the Town and employee organizations.

(3) Provide advisory services to management and supervisory staffs of the various Town departments regarding such matters as staffing needs, position classification, job evaluation, disciplinary problems, training and employee relations.

(4) Maintain personnel roster records and employee files, classification and salary plans and other personnel records and documents.

(5) Assume responsibilities for the Town in regard to various personnel fringe benefits, such as retirement, health insurance, workmen's compensation and unemployment insurance claims.

B. The ~~Personnel~~ Director of Human Resources shall serve as head of the ~~Personnel~~ Human Resources Department.

~~Strikethrough~~ = Deleted
Underline = Added

Attachment: draft LL ch 4 Admin of Govt (RES-2022-547 : Local Law Amending Chapter 4 - Administration of Government)

**Section 6.**

Chapter 4 of the Code of the Town of Amherst, specifically §4-17, is hereby amended as follows:

**§4-17 ~~Department~~ Division of Contract Compliance and Administration.**

**A.** The ~~Department~~ Division of Contract Compliance and Administration shall be part of the Finance Department and shall have the following duties and functions:

(1) Advise all successful bidders for the purchase contract which was initiated by the Department of Contract Compliance and Administration that they have been awarded the bid and obtaining written contract for said successful bidder;

(2) Approve all pending contracts for compliance with General Municipal Law §§103, 104, as part of the contract routing process;

(3) Comply with all rules, regulations, statutes and ordinances that have been or may be established for said purchases;

(4) Maintain and establish the Town's procurement policy and assure compliance therewith;

(5) Maintain and establish the Town's contract administration policy and assure compliance therewith;

(6) Oversee, train and supervise the purchasing of all materials, supplies, equipment and any purchasing contracts for the Town;

(7) Oversee, train and educate the staff of all Town departments how to inspect and coordinate the inspection of all deliveries of purchased to ensure quality, quantity and conformity to contract;

(8) Confer with Department Heads and their representatives on the purchasing needs of their area of responsibility;

(9) Confer with Department Heads and their representatives on the need for contracts and assist in administering them;

(10) Direct the bidding procedures and ensure legal compliance;

(11) Direct the RFP process and assure legal compliance;

(12) Train the staff of all Town departments on the bidding and RFP process;

(13) Review bids and quotes and awards contracts of sale to vendors after approved by the Town Board;

~~Strikethrough~~ = Deleted
Underline = Added

Attachment: draft LL ch 4 Admin of Govt (RES-2022-547 : Local Law Amending Chapter 4 - Administration of Government)

(14) Administer all contracts after approval by the Town Board with the assistance of the originating Department Head.

(15) Analyze purchasing procedures and work systems to determine opportunities for cost reduction and increased effectiveness and efficiencies to ensure compliance with GML §§ 103 and 104;

(16) Design procurement policies for acquisition of items which are routinely ordered;

(17) Subject to development of a complete centralized procurement and contract management system; assist in establishing and maintaining computer based records for inventory control and pricing. This will require the relevant departments/individuals to cooperate with properly inputting or transferring the data needed into a designated centralized database where the data can be captured and used to create reports. The relevant departments/individuals will be charged with continuously updating the data stored therein;

(18) Prepare a variety of records and reports related to work as requested;

(19) Formulate and/or oversee procedures for dispensing of surplus, obsolete or unused materials, supplies, and equipment after the relevant department has complied with Town's Disposition Policy.

(20) Perform such other duties and functions associated with the management of contracts where the Town of Amherst is a signatory.

**B.** ~~The Finance Director, or his/her designee, shall perform, the duties and powers set forth above.~~ The Finance Director shall serve as head of the ~~Department~~ Division of Contract Compliance and Administration, unless the Deputy Director is appointed with the approval of the Town Board, and shall serve as set forth by law at a salary to be fixed by the Town Board. Until a Deputy Director is appointed, the Finance Director or his/her designee shall perform the duties and powers set forth above.

Attachment: draft LL ch 4 Admin of Govt (RES-2022-547 : Local Law Amending Chapter 4 - Administration of Government)

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Underline = Added

**Section 7. Effective Date**

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

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

Attachment: draft LL ch 4 Admin of Govt (RES-2022-547 : Local Law Amending Chapter 4 - Administration of Government)

~~Strikethrough~~ = Deleted
Underline = Added

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 26060 **RESOLUTION 2022-612** **ADOPTED**

# First Amendment to Purchase and Sale Agreement - TOA to 111 North Maplemere (CRS #3459)

**AGENDA ITEM - JUNE 27TH, 2022**

**TO:** **Town Board**

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

**DATE:** **June 22, 2022**

**SUBJECT:** **First Amendment Of Purchase and Sale Agreement Town of Amherst To 111 North Maplemere LLC (CRS #3459)**

Kindly adopt a resolution authorizing the Supervisor's signature on the above-referenced agreement *nunc pro tunc* pending successful completion of the CRS.

Thank you.

SJS:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item : June 27, 2022**)

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

None for the purposes of this resolution. Amendment revises party being sold to.

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

# FIRST AMENDMENT OF PURCHASE AND SALE AGREEMENT

**THIS FIRST AMENDMENT OF PURCHASE AND SALE AGREEMENT** ("***First Amendment***") with an Effective Date of July 29, 2020 is being entered into by and between the **TOWN OF AMHERST**, a municipal corporation formed pursuant to the laws of the State of New York, with an address at 5583 Main Street, Williamsville, New York 14221 ("***Seller***") and **111 NORTH MAPLEMERE LLC**, a limited liability company formed pursuant to the laws of the State of New York, with an address of 4225 Genesee Street, Cheektowaga, NY 14225 ("***Purchaser***").

## RECITALS

WHEREAS, on July 6, 2020, the Town of Amherst Town Board (the "***Town Board***") adopted Resolution 2020-578 by a unanimous vote for the purpose of approving sale of real property owned by the Seller comprised of approximately 14.91 acres, consisting of a portion of 500 Maple Road (SBL No. 55.04-1-6.1) situated in Amherst, New York, as more particularly depicted on the Survey prepared by Nussbaumer & Clarke Inc. dated June 3, 2020 (the "***Property***") to Bones and Guts LLC in accordance with the terms and conditions contained in a draft Purchase and Sale Agreement negotiated between the parties and their counsel; and

WHEREAS, Resolution 2020-578 contained language authorizing the Town Attorney's Office to approve any non-substantive modifications to the draft of the Purchase and Sale Agreement as are determined necessary to effectuate the sale of the Property; and

WHEREAS, consistent with Resolution 2020-578, Seller and Bones & Guts LLC entered into a Purchase and Sale Agreement dated as of July 7, 2020 ("***Purchase and Sale Agreement***") with respect to sale and purchase of the Property; and

WHEREAS, pursuant to Section 13.10 of the Purchase and Sale Agreement, Bones & Guts LLC assigned and transferred its interest in the Purchase and Sale Agreement to the Purchaser, an affiliated entity of Bones & Guts LLC, via an Assignment and Assumption Agreement with an Effective Date of July 28, 2020. An executed copy of the Assignment and Assumption Agreement is attached hereto as **Exhibit "1"**; and

WHEREAS, consistent with the language in Resolution 2020-578, the Town Attorney's Office has requested certain modifications to the terms and conditions contained in the Purchase and Sale Agreement determined to be necessary by the Town Attorney's Office to effectuate the sale of the Property; and,

WHEREAS, the Seller and Purchaser each represent and warrant to each other than neither party is default of any of the terms and conditions contained in the Purchase and Sale Agreement;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Seller and Purchaser hereby agree as follows:



Attachment: First Amendment of Purchase and Sale Agreement-Executed Copy-Effective Date-07-29-20 (RES-2022-612 : First Amendment to

1. Section 4.1(a) of the Purchase and Sale Agreement is deleted in its entirety.

2. The last paragraph of Section 4.1(n) of the Purchase and Sale Agreement is hereby amended and modified to state as follows:

> "The representations and warranties of Seller expressly stated in this Agreement (each a "Seller's Representation") shall survive the Closing Date for a period of one (1) year after Closing (the "Survival Period"). Seller shall fully disclose to Purchaser, promptly following Seller becoming aware, of any change in facts or circumstances of which Seller becomes aware during the Survival Period that may materially adversely affect the Seller's Representations. In the event any Seller's Representation is not materially accurate as of the Closing Date, Purchaser, in additions to other available remedies, shall have the right to terminate this Agreement, in which event the Earnest Money shall be returned to Purchaser by the Escrow Agent. Seller shall have no liability with respect to any Seller's Representation if, prior to the Closing, Purchaser has actual knowledge of any breach of such Seller's Representation and Purchaser nevertheless consummates the transaction contemplated by this Agreement."

3. The last paragraph of Section 4.1(n)(b) of the Purchase and Sale Agreement is hereby amended and modified to state as follows:

> "Purchaser's representations and warranties set forth herein shall survive the Closing and transfer of title for period one (1) year after Closing."

4. Section 12.9 of the Purchase and Sale Agreement titled "Easements" is hereby amended and modified to state as follows:

> "The Town agrees to convey to Purchaser and/or Audubon Park MOB, LLC any easements that are determined to necessary to effectuate the development of the Surgery Center Project in accordance with a Site Plan to be approved by the Planning Board for the Surgery Center Project. Purchaser shall provide the Town with an easement over the blacktop walking path on the northwest corner of the Property ("Path") allowing access to the Northtown Center. Such easement shall provide that the Town is responsible for maintenance of the Path and shall contain language stating that the Town indemnifies and holds Purchaser and its assigns from any liabilities, losses and damages arising out of the use of the Path by the Town and the public."

5. Section 12.10 of the Purchase and Sale Agreement titled "Town Right to Re-Purchase of Property" is hereby amended and modified to state as follows:

Attachment: First Amendment of Purchase and Sale Agreement-Executed Copy-Effective Date-07-29-20 (RES-2022-612 : First Amendment to

"If the Purchaser enters into a contract to sell the Property to a third party that is not affiliated with the Purchaser (including but not limited to common ownership, a subsidiary, etc.) prior to the commencement of the construction of the Surgery Center Project ("Third Party Purchase Contract"), then Town shall be provided with an executed copy of the Third Party Contract, and the Town Board shall have forty five (45) days from its receipt of the Third Party Contract to determine whether to re-acquire purchase the Property from the Purchaser for the Purchase Price. If the Town Board elects to re-acquire the Property, the closing date on the sale of the Property shall occur within ninety (90) days from the date the Town Board adopts a resolution to re-acquire the property from the Purchaser in accordance with this Section 12.10 of the Agreement."

6. Except as expressly modified by the terms of this First Amendment, all other terms, conditions and the representations and warranties of both the Seller and Purchaser as set forth in the Purchase and Sale Agreement are hereby ratified and confirmed by the parties.

7. The requirements, conditions and/or terms of either party as set forth in this First Amendment and/or the Purchase and Sale Agreement shall survive the Closing and shall not be subject to the timeframe for representations and warranties as set forth in Sections 1 and 2 of this First Amendment.

8. To the extent of any inconsistencies between this First Amendment and the Purchase and Sale Agreement, the terms and conditions of this First Amendment shall be controlling.

9. The Recitals as contained herein are incorporated into this Agreement.

10. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this First Agreement, the parties may execute and exchange by electronic mail counterparts of the signature pages.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**
**SIGNATURE(S) ON FOLLOWING PAGE]**

Attachment: First Amendment of Purchase and Sale Agreement-Executed Copy-Effective Date-07-29-20 (RES-2022-612 : First Amendment to

BK

**IN WITNESS WHEREOF**, the parties hereto have caused this First Amendment to be duly executed as of the Effective Date.

Date: July 30, 2020

**TOWN OF AMHERST**

By: _____
Print Name: Brian J. Kulpa
Title: Supervisor

Date: July 29, 2020

**111 NORTH MAPLEMERE LLC**

By: _____
Print Name: Brian E. McGrath
Title: Manager

Attachment: First Amendment of Purchase and Sale Agreement-Executed Copy-Effective Date-07-29-20 (RES-2022-612 : First Amendment to

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Attorney
Initiated by: **Ann Demopoulos**
Co-Sponsored by:

DOC ID: 26009 **RESOLUTION 2022-613** **ADOPTED**

# Authorization to Commence Surplus Monies Action - 346 Beach Road, Cheektowaga

**AGENDA ITEM : JUNE 27TH, 2022**

**TO:** **Town Board**

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

**DATE:** **June 22, 2022**

**RE:** **Authority To Commence Surplus Money Proceeding**
***346 Beach Road (Cheektowaga, New York)**

Kindly adopt a resolution authorizing the Town Attorney's Office to commence a surplus money proceeding to recover surplus funds held by the Erie County Comptroller's Office in connection with the foreclosed property at 346 Beach Road, Cheektowaga, New York 14225. The Amherst, Cheektowaga, Tonawanda HOME Consortium has a lien against the foreclosed property and hopes to recoup a part of the unpaid loan through the surplus funds being held by the Erie County Comptroller's Office.

Thank you.

AD:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item - June 27, 2022**)

**6/27/2022**
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**

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Attorney
Initiated by: **Ann Demopoulos**
Co-Sponsored by:

DOC ID: 26010 **RESOLUTION 2022-614** **ADOPTED**

# Authorization to Commence Surplus Monies Action - 38 Burns Street A.K.A. 38 Burns Court, Tonawanda

**AGENDA ITEM : JUNE 27TH, 2022**

**TO:** **Town Board**

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

**DATE:** **June 22, 2022**

**RE:** **Authority To Commence Surplus Money Proceeding**
***38 Burns Street a/k/a 38 Burns Court (Tonawanda, New York)**

Kindly adopt a resolution authorizing the Town Attorney's Office to commence a surplus money proceeding to recover surplus funds held by the Erie County Comptroller's Office in connection with the foreclosed property at 38 Burns Street a/k/a 38 Burns Court Tonawanda, New York 14150. The Amherst, Cheektowaga, Tonawanda HOME Consortium has a lien against the foreclosed property and hopes to recoup a part of the unpaid loan through the surplus funds being held by the Erie County Comptroller's Office.

Thank you.

AD:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item - June 27, 2022**)

**6/27/2022**
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**

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Attorney
Initiated by: **Ann Demopoulos**
Co-Sponsored by:

DOC ID: 26011 **RESOLUTION 2022-615** **ADOPTED**

# Authorization to Commence Surplus Monies Action - 433 Campus Drive, Amherst

**AGENDA ITEM : JUNE 27TH, 2022**

**TO:** **Town Board**

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

**DATE:** **June 22, 2022**

**RE:** **Authority To Commence Surplus Money Proceeding**
***433 Campus Drive (Amherst, New York)**

Kindly adopt a resolution authorizing the Town Attorney's Office to commence a surplus money proceeding to recover surplus funds held by the Erie County Comptroller's Office in connection with the foreclosed property at 433 Campus Drive, Amherst, New York 14226. The Amherst, Cheektowaga, Tonawanda HOME Consortium has a lien against the foreclosed property and hopes to recoup a part of the unpaid loan through the surplus funds being held by the Erie County Comptroller's Office.

Thank you.

AD:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item - June 27, 2022**)

**6/27/2022**
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**

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Attorney
Initiated by: **Ann Demopoulos**
Co-Sponsored by:

DOC ID: 26012 **RESOLUTION 2022-616** **ADOPTED**

# Authorization to Commence Surplus Monies Action - 61 Stanton Street, Williamsville

**AGENDA ITEM : JUNE 27TH, 2022**

**TO:** **Town Board**

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

**DATE:** **June 15, 2022**

**RE:** **Authority To Commence Surplus Money Proceeding**
***61 Stanton Street (Williamsville, New York)**

Kindly adopt a resolution authorizing the Town Attorney's Office to commence a surplus money proceeding to recover surplus funds held by the Erie County Comptroller's Office in connection with the foreclosed property at 61 Stanton Street, Williamsville, New York 14221. The Amherst, Cheektowaga, Tonawanda HOME Consortium has a lien against the foreclosed property and hopes to recoup a part of the unpaid loan through the surplus funds being held by the Erie County Comptroller's Office.

Thank you.

AD:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item - June 27, 2022**)

**6/27/2022**
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**

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Attorney
Initiated by: **Ann Demopoulos**
Co-Sponsored by:

DOC ID: 26013 **RESOLUTION 2022-617** **ADOPTED**

# Authorization to Commence Surplus Monies Action - 242 University Avenue, Tonawanda

**AGENDA ITEM : JUNE 27TH, 2022**

**TO:** **Town Board**

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

**DATE:** **June 22, 2022**

**RE:** **Authority To Commence Surplus Money Proceeding**
***242 University Avenue (Tonawanda, New York)**

Kindly adopt a resolution authorizing the Town Attorney's Office to commence a surplus money proceeding to recover surplus funds held by the Erie County Comptroller's Office in connection with the foreclosed property at 242 University Avenue, Tonawanda, New York 14223. The Amherst, Cheektowaga, Tonawanda HOME Consortium has a lien against the foreclosed property and hopes to recoup a part of the unpaid loan through the surplus funds being held by the Erie County Comptroller's Office.

Thank you.

AD:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item - June 27, 2022**)

**6/27/2022**
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**

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Attorney
Initiated by: **Ann Demopoulos**
Co-Sponsored by:

DOC ID: 26014 **RESOLUTION 2022-618** **ADOPTED**

# Authorization to Commence Surplus Monies Action - 935 Casey Road, East Amherst

**AGENDA ITEM : JUNE 27TH, 2022**

**TO:** **Town Board**

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

**DATE:** **June 15, 2022**

**RE:** **Authority To Commence Surplus Money Proceeding**
***935 Casey Road (East Amherst, New York)**

Kindly adopt a resolution authorizing the Town Attorney's Office to commence a surplus money proceeding to recover surplus funds held by the Erie County Comptroller's Office in connection with the foreclosed property at 935 Casey Road, East Amherst, New York 14051. The Amherst, Cheektowaga, Tonawanda HOME Consortium has a lien against the foreclosed property and hopes to recoup a part of the unpaid loan through the surplus funds being held by the Erie County Comptroller's Office.

Thank you.

AD:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item - June 27, 2022**)

**6/27/2022**
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**

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 26005 **RESOLUTION 2022-619** **ADOPTED**

# Settlement of Article 7 Matter - Windsor Park Retail Center

**AGENDA ITEM : JUNE 27TH, 2022**

**TO:** **Town Board**

**FROM:** **Samuel A. Alba, Esq., Senior Deputy Town Attorney**

**DATE:** **June 22, 2022**

**RE:** **Settlement of Article 7 Matter**
**Windsor Park Retail Center A/K/A WP Properties, LLC**
**A/K/A WRSB Development Co., LLC, A/K/A WRSB Dev. Co., LLC v.**
**Town of Amherst**

Kindly adopt a resolution authorizing the following:

(1) Settlement of the above matter as detailed in the attached Consent Order; and

(2) Authorizing Senior Deputy Town Attorney Samuel A. Alba, Esq. to sign the attached Consent Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : June 27, 2022**)
Emily Murphy, Town Assessor

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

Assessment

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

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

IN THE MATTER OF THE APPLICATION UNDER
ARTICLE 7 OF THE REAL PROPERTY TAX LAW
BY

WINDSOR PARK RETAIL CENTER A/K/A WP PROPERTIES LLC A/K/A WRSB DEVELOPMENT CO. LLC A/K/A WRSB DEV CO LLC,

Petitioner,

v.

**CONSENT ORDER**

Index No.:
809643/2021
806930/2020
809081/2019
811378/2018

TOWN OF AMHERST,

Respondent.

FOR REVIEW OF THE TAX ASSESSMENT OF CERTAIN REAL PROPERTY IN THE SAID TOWN OF AMHERST

The above-entitled special proceedings involving real property tax certiorari for the premises owned by Petitioner in the City of Buffalo, New York, known as:

| Address | Section/Block/Lot |
|---|---|
| 8420 Transit Road | 57.09-8-1.121 |
| 8430 Transit Road | 57.09-8-1.11/A |
| 8444 Transit Road | 57.09-8-1.131 |
| 8440 Transit Road | 57.09-8-1.11 |
| 8460 Transit Road | 57.09-8-1.14 |

having progressed for trial, and negotiations for settlement having been conducted, and said settlement having been approved and recommended by the Attorney for the Town of Amherst, and the Attorney for Petitioner, and it further appearing that the assessment of premises in the Town of Amherst provides the basis for the imposition of ad valorem taxes assessed by the Town of Amherst, the Williamsville CSD, and the County of Erie, it is hereby



Attachment: Windsor Park Order ScannedDocument (RES-2022-619 : Settlement of Article 7 Matter - Windsor Park Retail Center)

**ORDERED, STIPULATED, AND ADJUDGED** that the property tax certiorari for the tax year and 2018-2019, 2019-2020, 2020-2021, 2021-2022 for the premises at previously listed be discontinued and withdrawn without costs and allowances to either party as against the other, and it is further

**ORDERED, STIPULATED, AND ADJUDGED** that the real property tax assessment for the tax years 2022-2023 for the premises be set as follows to be equalized at the 2022 equalization rate:

| Address | Section/Block/Lot | Full Market Value |
|---|---|---|
| 8420 Transit Road | 57.09-8-1.121 | $107,000 |
| 8430 Transit Road | 57.09-8-1.11/A | $1,159,000 |
| 8444 Transit Road | 57.09-8-1.131 | $1,057,000 |
| 8440 Transit Road | 57.09-8-1.11 | $582,000 |
| 8460 Transit Road | 57.09-8-1.14 | $68,000 |

, and it is further

**ORDERED, STIPULATED, AND ADJUDGED** that the real property tax assessment for the tax years 2023-2024 and 2024-2025 for the premises be set as follows to be equalized at the 2023 equalization rate:

| Address | Section/Block/Lot | Full Market Value |
|---|---|---|
| 8420 Transit Road | 57.09-8-1.121 | $675,000 |
| 8430 Transit Road | 57.09-8-1.11/A | $1,409,000 |
| 8444 Transit Road | 57.09-8-1.131 | $1,257,000 |
| 8440 Transit Road | 57.09-8-1.11 | $400,000 |
| 8460 Transit Road | 57.09-8-1.14 | $68,000 |

, and it is further

Attachment: Windsor Park Order ScannedDocument (RES-2022-619 : Settlement of Article 7 Matter - Windsor Park Retail Center)

**ORDERED, STIPULATED, AND ADJUDGED** that if during this agreement 8420 Transit Road becomes occupied then the assessor shall have the right to adjust that parcel's assessment to account for this change in occupancy, and it is further

**ORDERED, STIPULATED, AND ADJUDGED** that the provisions of Section 727 of the Real Property Tax Law shall apply to the aforementioned tax years

and it is further

**ORDERED, STIPULATED, AND ADJUDGED** that said Petitioner in any instrument or agreement transferring any part or all of the subject property or any interest therein shall covenant with any grantee, transferee, and mortgagee and their respective distributees, successors and/or assigns that they shall be bound by the terms of this Consent Order and that such covenant shall be deemed to run with the land for the tax periods embraced by the terms thereof, and it is further

**ORDERED, STIPULATED, AND ADJUDGED** that in the event that the assessment is increased for any stated year at a level higher than provided herein when there has been no assessable addition or improvement to the property, Petitioner retains the right to reinstate and reinstitute its Article 7 proceedings herein settled with respect to that parcel only , and it is further

**ORDERED, STIPULATED, AND ADJUDGED** that the fiscal officers of Erie County, the Town of Amherst, Williamsville CSD, and any other taxing unit affected by the above assessment reductions shall apply such adjusted assessment and determine any overpayment of taxes, and in the event of overpayment, refund the overpayment with statutory interest within 45

Attachment: Windsor Park Order ScannedDocument (RES-2022-619 : Settlement of Article 7 Matter - Windsor Park Retail Center)

days by official check payable to the order of Wolfgang & Weinmann, as attorneys and agents for Petitioner, accompanied by a calculation sheet, such attorneys to hold the proceeds as trust funds for appropriate distribution, and are to remain subject to the further jurisdiction of this Court relative to their attorney's lien pursuant to Judiciary Law Section 475, or in the event that any such tax payment has not been paid, issue corrected tax bills which reflect the proper reduced assessment for the property, with a copy of corrected tax bills sent to the attorneys for Petitioner, said corrected tax bills to be paid without interest or penalty if paid within 90 days of receipt of said corrected bills, and it is further

**ORDERED, STIPULATED, AND ADJUDGED** that this Court shall retain jurisdiction over this proceeding pending the expiration of the periods herein recited, and that all applications to enforce any or all of the terms of this Consent Order shall be brought by motion before this Court, and it is further

**ORDERED, STIPULATED, AND ADJUDGED** that Petitioner shall have the right to seek specific enforcement of this Order, Stipulation and Judgment by all means provided by law, and it is further

**ORDERED, STIPULATED, AND ADJUDGED** that this Order, Stipulation and Judgment hereby constitutes and represents the entire understanding and agreement amongst the

Attachment: Windsor Park Order ScannedDocument (RES-2022-619 : Settlement of Article 7 Matter - Windsor Park Retail Center)

parties, and the full settlement of the tax certiorari herein; there are no costs or disbursements awarded to, by or against any party, and upon compliance with the terms of this Order, Stipulation and Judgment, the proceedings herein shall be, and the same hereby are, settled and discontinued with prejudice.

_____
HON. Henry J. Nowak, J.S.C.

DATED:

The parties consent to be bound by the terms of this Court Order by subscribing hereunto their names and legal authority:

FOR PETITIONER

By: _____
Marcus R. Catlin. Esq.

Date: _____

FOR RESPONDENT
Town of Amherst

By: _____
Samuel A. Alba, Esq.
Attorney for Respondent

Date: _____

FOR PETITIONER

By: _____
Gary Blum
As Agent

Date: _____

FOR INTERVENOR
Williamsville CSD

By: _____
Michael Brian Risman, Esq.
Intervenor

Date: 6/9/2022

FOR INTERVENOR
Erie County

By: _____
James Demarco Esq.
Intervenor

Date: _____

Attachment: Windsor Park Order ScannedDocument (RES-2022-619 : Settlement of Article 7 Matter - Windsor Park Retail Center)

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 26006 **RESOLUTION 2022-620** **ADOPTED**

# Settlement of Article 7 Matter - Uniland Partnership of Delaware, LP & Univest II Corporation

**AGENDA ITEM : JUNE 27TH, 2022**

**TO:** **Town Board**

**FROM:** **Samuel A. Alba, Esq., Senior Deputy Town Attorney**

**DATE:** **June 22, 2022**

**RE:** **Settlement of Article 7 Matter**
**Uniland Partnership of Delaware, LP & Univest II Corporation v. Town of Amherst, et al.**

Kindly adopt a resolution authorizing the following:

(1) Settlement of the above matter as detailed in the attached Consent Order; and

(2) Authorizing Senior Deputy Town Attorney Samuel A. Alba, Esq. to sign the attached Consent Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : June 27, 2022**)
Emily Murphy, Town Assessor

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

Assessment

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

STATE OF NEW YORK
SUPREME COURT: COUNTY OF ERIE

---

IN THE MATTER OF THE APPLICATION UNDER
ARTICLE 7 OF THE REAL PROPERTY TAX LAW

BY

UNILAND PARTNERSHIP OF DELAWARE LP

AND

UNIVEST II CORPORATION,

Petitioners,

vs. **CONSENT ORDER**

DAVID MARRANO, ASSESSOR
OF THE TOWN OF AMHERST Index No.: 810113/2021

AND

THE BOARD OF ASSESSMENT REVIEW OF
THE TOWN OF AMHERST, COUNTY OF
ERIE AND STATE OF NEW YORK,

Respondents,

AND

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT,

Intervenor-Respondent.

FOR REVIEW OF THE 2021-2022 TAX
ASSESSMENT OF CERTAIN REAL PROPERTY IN
THE SAID TOWN OF AMHERST, NEW YORK

---

The above entitled proceedings involving tax assessment review for the premises known as 6215 Sheridan Drive, Amherst, New York, bearing S.B.L. No. 70.09-2-14.13, 6225 Sheridan Drive, Amherst, New York, bearing S.B.L. No. 70.09-2-14.113, 6255 Sheridan Drive, Amherst, New York, bearing S.B. L. No. 70.09-2-1.1, and 6265 Sheridan Drive, Amherst, New York,

Attachment: Stipulation and Order w Intervenor - Final (RES-2022-620 : Settlement of Article 7 Matter - Uniland Partnership of Delaware, LP &

bearing S.B.L. No. 70.09-2-4.1, for the assessment year 2021-2022 having progressed for trial, and negotiations for settlement having been conducted and said settlement having been approved and recommended by the Town Attorney for the Town of Amherst, the Attorney for the Petitioner, and the Attorney for the Williamsville Central School District, and it further appearing that the assessment of premises in the Town of Amherst provides the basis for imposition of taxes assessed by the County of Erie, the Town of Amherst, and the Williamsville Central School District, it is hereby

**ORDERED, STIPULATED AND AGREED**, that the above-entitled proceedings for the tax assessment review for the tax year 2021-2022 be and hereby are withdrawn and discontinued; and it is further

**ORDERED, STIPULATED AND AGREED**, that the assessed value for the parcel known as 6215 Sheridan Drive, Amherst, New York, bearing S.B.L. No. 70.09-2-14.13, shall be reduced from $1,681,500 to $483,500 for the tax year 2022-2023, and from $1,681,500 to $800,000 for the tax years 2023-2024, 2024-2025 and 2025-2026; and it is further

**ORDERED, STIPULATED AND AGREED**, that the assessed value for the parcel known as 6225 Sheridan Drive, Amherst, New York, bearing S.B.L. No. 70.09-2-14.113, shall be reduced from $3,515,000 to $2,585,000 for the tax year 2022-2023, and from $3,515,000 to $3,050,000 for the tax years 2023-2024, 2024-2025 and 2025-2026; and it is further

**ORDERED, STIPULATED AND AGREED**, that the assessed value for the parcel known as 6255 Sheridan Drive, Amherst, New York, bearing S.B.L. No. 70.09-2-1.1, shall be reduced from $3,230,000 to $2,270,000 for the tax year 2022-2023, and from $3,230,000 to $2,750,000 for the tax years 2023-2024, 2024-2025 and 2025-2026; and it is further

**ORDERED, STIPULATED AND AGREED**, that the assessed value for the parcel known as 6265 Sheridan Drive, Amherst, New York, bearing S.B.L. No. 70.09-2-4.1, shall be reduced from $2,185,000 to $1,015,000 for the tax year 2022-2023, and from $2,185,000 to $1,600,000 for the tax years 2023-2024, 2024-2025 and 2025-2026; and it is further

Attachment: Stipulation and Order w Intervenor - Final (RES-2022-620 : Settlement of Article 7 Matter - Uniland Partnership of Delaware, LP &

**ORDERED, STIPULATED AND AGREED**, that the Assessor for the Town of Amherst shall apply such adjusted assessments to the 2022-2023, 2023-2024, 2024-2025, and 2025-2026 Final Assessment Rolls; and it is further

**ORDERED, STIPULATED AND AGREED,** that said Petitioner in any instrument or agreement transferring all of the subject property therein shall covenant with any grantee, transferee, and mortgagee and their respective distributees, successors and/or assigns that they shall be bound by the terms of this Stipulation and that such covenant shall be deemed to run with the land for the tax periods embraced by the terms thereof; and be it further

**ORDERD, STIPULATED AND AGREED**, that the provisions of Section 727 of the Real Property Tax Law shall apply to this Order; and it is further

**ORDERED, STIPULATED AND AGREED**, that prior to taxable status date (March 1) 2023, 2024, and 2025, Petitioner shall provide Respondent Assessor with a current rent roll depicting the occupancy of said property. In the event that said rent roll indicates an increase in occupancy of 25% or greater from the previous year, Respondent may adjust the assessment accordingly notwithstanding any other provision of this agreement; conversely, if said rent roll indicates a decrease in occupancy of greater than 25% over the previous year, Petitioner may apply for a reduction in assessment.

**ORDERED, STIPULATED AND AGREED**, that this Court shall retain jurisdiction over this proceeding pending the expiration of this annexed Stipulation, and that all applications to enforce any or all of the terms of the Stipulation shall be brought before this Court; and be it further

Attachment: Stipulation and Order w Intervenor - Final (RES-2022-620 : Settlement of Article 7 Matter - Uniland Partnership of Delaware, LP &

**ORDERED, STIPULATED AND AGREED**, that these proceedings are discontinued with prejudice, without costs or disbursements against either party.

Dated: _____

_____
Hon. Henry Nowak, J.S.C.

Uniland Partnership of Delaware LP

By: _____
Michael J. Hughes, Esq.
*Attorney for Petitioner*

Date: _____, 2022

Respondent Town of Amherst

By: _____
Sam Alba, Esq.
*Attorney for Respondents*

Date: _____, 2022

Intervenor-Respondent Williamsville Central School District

By: _____
Michael B. Risman, Esq.
*Attorney for Intervenor-Respondent*

Date: _____, 2022

Attachment: Stipulation and Order w Intervenor - Final (RES-2022-620 : Settlement of Article 7 Matter - Uniland Partnership of Delaware, LP &

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 26007 **RESOLUTION 2022-621** **ADOPTED**

# Settlement of Article 7 Matter - Lisa Friedman & Scott Friedman; Todd Levine; and Raul Vazquez

**AGENDA ITEM : JUNE 27TH, 2022**

**TO:** **Town Board**

**FROM:** **Samuel A. Alba, Esq., Senior Deputy Town Attorney**

**DATE:** **June 22, 2022**

**RE:** **Settlement of Article 7 Matter**
**Lisa Friedman & Scott Friedman; Todd Levine; and Raul Vazquez v. Town of Amherst**

Kindly adopt a resolution authorizing the following:

(1) Settlement of the above matter as detailed in the attached Interim Consent Order; and

(2) Authorizing Senior Deputy Town Attorney Samuel A. Alba, Esq. to sign the attached Interim Consent Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : June 27, 2022**)
Emily Murphy, Town Assessor

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

Assessment

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

At a Special Term of the Supreme Court, Erie County, held at Delaware Avenue, Buffalo, New York, on the ____ day of _____, 20_____.

PRESENT: HON. HENRY J. NOWAK, J.S.C
STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

IN THE MATTER OF THE APPLICATION UNDER ARTICLE 7 OF THE REAL PROPERTY TAX LAW
BY

LISA FRIEDMAN & SCOTT FRIEDMAN; TODD LEVINE; and RAUL VAZQUEZ,

Petitioner,

v.

**INTERIM CONSENT ORDER**

Index No.: 809551/2021

TOWN OF AMHERST,

Respondent.

FOR REVIEW OF THE TAX ASSESSMENT OF CERTAIN REAL PROPERTY IN THE SAID TOWN OF AMHERST

The above-entitled special proceedings involving real property tax certiorari for the premises owned by Petitioner in the Town of Amherst, New York, known as:

| Address | Section/Block/Lot |
|---|---|
| 82 Davinci Court | 56.11-6-21 |

having progressed for trial, and negotiations for settlement having been conducted, and said settlement having been approved and recommended by the Attorney for the Town of Amherst, and the Attorney for Petitioner, and it further appearing that the assessment of premises in the Town of Amherst provides the basis for the imposition of ad valorem taxes assessed by the Town of Amherst, the Williamsville CSD, and the County of Erie, it is hereby

Attachment: AMH 21902-C(1) (RES-2022-621 : Settlement of Article 7 Matter - Lisa Friedman & Scott Friedman; Todd Levine; and Raul Vazquez)

**ORDERED, STIPULATED, AND ADJUDGED** that the property tax certiorari for the tax year and 2021-2022 for the premises previously listed be discontinued and withdrawn without costs and allowances to either party as against the other, and it is further

**ORDERED, STIPULATED, AND ADJUDGED** that the real property tax assessment for the tax years, 2022-2023, 2023-2024 and 2024-2025 for the premises be set as follows:

| Address | Section/Block/Lot | Assessed Value |
|---|---|---|
| 82 Davinci Court | 56.11-6-21 | $1,100,000 |

, and it is further

**ORDERED, STIPULATED, AND ADJUDGED** that the provisions of Section 727 of the Real Property Tax Law shall apply to the aforementioned tax years, and it is further

**ORDERED, STIPULATED, AND ADJUDGED** that said Petitioner in any instrument or agreement transferring any part or all of the subject property or any interest therein shall covenant with any grantee, transferee, and mortgagee and their respective distributees, successors and/or assigns that they shall be bound by the terms of this Consent Order and that such covenant shall be deemed to run with the land for the tax periods embraced by the terms thereof, and it is further

**ORDERED, STIPULATED, AND ADJUDGED** that in the event that the assessment is increased for any stated year at a level higher than provided herein when there has been no assessable addition or improvement to the property, Petitioner retains the right to reinstate and reinstitute its Article 7 proceedings herein settled with respect to that parcel only, and it is further

Attachment: AMH 21902-C(1) (RES-2022-621 : Settlement of Article 7 Matter - Lisa Friedman & Scott Friedman; Todd Levine; and Raul Vazquez)

Attachment: AMH 21902-C(1) (RES-2022-621 : Settlement of Article 7 Matter - Lisa Friedman & Scott Friedman; Todd Levine; and Raul Vazquez)

**ORDERED, STIPULATED, AND ADJUDGED** that the fiscal officers of Erie County, the Town of Amherst, Williamsville CSD, and any other taxing unit affected by the above assessment reductions shall apply such adjusted assessment and determine any overpayment of taxes, and in the event of overpayment, refund the overpayment with statutory interest within 45 days by official check payable to the order of Wolfgang & Weinmann, as attorneys and agents for Petitioner, accompanied by a calculation sheet, such attorneys to hold the proceeds as trust funds for appropriate distribution, and are to remain subject to the further jurisdiction of this Court relative to their attorney's lien pursuant to Judiciary Law Section 475, or in the event that any such tax payment has not been paid, issue corrected tax bills which reflect the proper reduced assessment for the property, with a copy of corrected tax bills sent to the attorneys for Petitioner, said corrected tax bills to be paid without interest or penalty if paid within 90 days of receipt of said corrected bills, and it is further

**ORDERED, STIPULATED, AND ADJUDGED** that this Court shall retain jurisdiction over this proceeding pending the expiration of the periods herein recited, and that all applications to enforce any or all of the terms of this Consent Order shall be brought by motion before this Court, and it is further

**ORDERED, STIPULATED, AND ADJUDGED** that Petitioner shall have the right to seek specific enforcement of this Order, Stipulation and Judgment by all means provided by law, and it is further

**ORDERED, STIPULATED, AND ADJUDGED** that this Order, Stipulation and Judgment hereby constitutes and represents the entire understanding and agreement amongst the

parties, and the full settlement of the tax certiorari herein; there are no costs or disbursements awarded to, by or against any party, and upon compliance with the terms of this Order, Stipulation and Judgment, the proceedings herein shall be, and the same hereby are, settled and discontinued with prejudice.

_____
Hon Henry J. Nowak. , J.S.C.

DATED:

The parties consent to be bound by the terms of this Court Order by subscribing hereunto their names and legal authority:

FOR PETITIONER

By: _____
Marcus R. Catlin. Esq.
Attorney for Petitioner

Date: _____

FOR RESPONDENT
Town of Amherst

By: _____
Samuel A. Alba, Esq.
Attorney for Respondent

Date: _____

FOR INTERVENOR
Williamsville CSD

By:_____
Michael B. Risman, Esq.
Intervenor

Date: _____

Attachment: AMH 21902-C(1) (RES-2022-621 : Settlement of Article 7 Matter - Lisa Friedman & Scott Friedman; Todd Levine; and Raul Vazquez)

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 26008 **RESOLUTION 2022-622** **ADOPTED**

# Settlement of Article 7 Matter - Golden Triangle Association LLC

**AGENDA ITEM : JUNE 27TH, 2022**

**TO:** **Town Board**

**FROM:** **Samuel A. Alba, Esq., Senior Deputy Town Attorney**

**DATE:** **June 22, 2022**

**RE:** **Settlement of Article 7 Matter**
**Golden Triangle Association LLC v. Town of Amherst, et. al.**

Kindly adopt a resolution authorizing the following:

(1) Settlement of the above matter as detailed in the attached Consent Order and Judgment; and

(2) Authorizing Senior Deputy Town Attorney Samuel A. Alba, Esq. to sign the attached Consent Order and Judgment as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : June 27, 2022**)
Emily Murphy, Town Assessor

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

Assessment

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

At an IAS Term of the Supreme Court of the State of New York, held for the County of Erie, Buffalo, New York on the __ day of June, 2022.

**PRESENT: HON. HENRY NOWAK**

**SUPREME COURT OF THE STATE OF NEW YORK**
**COUNTY OF ERIE**

IN THE MATTER OF THE APPLICATION FOR REVIEW UNDER ARTICLE 7 OF THE REAL PROPERTY TAX LAW OF A TAX ASSESSMENT BY GOLDEN TRIANGLE ASSOC LLC

Petitioner,

-vs.-

THE BOARD OF ASSESSMENT REVIEW FOR THE TOWN OF AMHERST; THE ASSESSOR OF THE TOWN OF AMHERST; and THE TOWN OF AMHERST, NEW YORK

Respondents.

For Review of the Assessment of Certain Real Property known as 10 Flint Rd in the said Town of Amherst for the 2021-22 Tax Year.

**CONSENT ORDER AND JUDGMENT**

**Index No.:**

**809811/2021**

**WHEREAS** Petitioner has heretofore commenced the within proceedings under Article 7 of the Real Property Tax Law to review the assessment of a certain parcel of real property located at and known as 10 Flint (SBL #54.04-2-33.111) in the Town of Amherst, County of Erie and State of New York for the tax year 2021-22, and

**WHEREAS** this proceeding has duly come before an IAS Term of this Court, and Kavinoky Cook LLP, Scott C. Becker, Esq., of counsel, having appeared for the Petitioner, Samuel A. Alba, Esq., Town of Amherst Counsel, having appeared for the Respondent Town of Amherst, Gross Shuman P.C., John K. Rottaris, Esq., of Counsel, having appeared for the Intervener-Respondents Sweet Home Central School District of Amherst and Tonawanda, and Bengart & DeMarco LLP, James

Attachment: Consent O&J 10 Flint Rd Golden Triangle Amherst (RES-2022-622 : Settlement of Article 7 Matter - Golden Triangle Association

C. DeMarco III, Esq., of Counsel, having appeared for the Intervener-Respondent Erie County, and the parties having agreed to a settlement of this proceeding, it is hereby

**STIPULATED, ORDERED and ADJUDGED**, that the assessment on the property designated as SBL #54.04-2-33.111 on the tax assessment roll of the Town of Amherst for the following tax year, has been and shall remain as follows:

SBL #54.04-2-33.111 (10 Flint Rd)

| Assessment Year | Assessment |
|---|---|
| 2021-22 | $5,600,000 |

and it is further

**STIPULATED, ORDERED and ADJUDGED**, that the assessment on the property designated as SBL #54.04-2-33.111 on the tax assessment roll of the Town of Amherst for the following tax years, shall be as follows:

SBL #54.04-2-33.111 (10 Flint Rd)

| Assessment Year | Assessment |
|---|---|
| 2022-23 | $4,125,000 |
| 2023-24 | $4,125,000 |
| 2024-25 | $4,125,000 |

and it is further

**STIPULATED, ORDERED and ADJUDGED,** that the assessments as reduced, corrected and adjusted herein are fair, equitable and proper for the purposed of this settlement, and it is further

**STIPULATED, ORDERED and ADJUDGED**, that the officer or officers having custody of the aforesaid assessment rolls and the tax rolls of the Town of Amherst shall make or cause to be made upon the proper books and records of said Town the entries, changes and corrections necessary to conform said combined assessments to such corrected and reduced valuations that the appropriate financial officers are hereby directed and authorized to calculate and disburse any resulting refunds of

Attachment: Consent O&J 10 Flint Rd Golden Triangle Amherst (RES-2022-622 : Settlement of Article 7 Matter - Golden Triangle Association

taxes, and it is further

**STIPULATED, ORDERED and ADJUDGED,** that Petitioner hereby waives its right to receive any refunds with respect to any tax bills relating to the 2021-22 tax assessment roll, and it is further

**STIPULATED, ORDERED and ADJUDGED,** that the provisions of Section 727 of the Real Property Tax Law shall apply to this settlement, and it is further

**STIPULATED, ORDERED and ADJUDGED**, that in the event that the Assessor for the Town of Amherst assesses SBL #54.04-2-33.111 for any stated year at a level higher than provided for herein, Petitioner hereby reserves the right to reinstate and reinstitute its Article 7 proceedings herein settled, and the Respondents hereby agree to waive any objection based upon Statute of Limitations Grounds, and it is further

**STIPULATED, ORDERED and ADJUDGED**, that Petitioner shall have the right to seek specific enforcement of this Stipulation, Order and Judgment by whatever means provided by law, and it is further

**STIPULATED, ORDERED and ADJUDGED**, that this Stipulation, Order and Judgment hereby constitutes and represents the entire understanding and agreement among the parties and the full settlement of the assessment review proceeding herein, that there are no costs or disbursements awarded to, by, or against any party and that upon compliance with the terms of this Stipulation, Order and Judgment, the above proceeding shall be, and the same hereby is, settled and discontinued with prejudice, and it is further

**STIPULATED, ORDERED and ADJUDGED,** that this Stipulation, Order and Judgment may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Signing and Entry of the within Order and Judgment is hereby
Consented to:

Attachment: Consent O&J 10 Flint Rd Golden Triangle Amherst (RES-2022-622 : Settlement of Article 7 Matter - Golden Triangle Association

KAVINOKY COOK LLP

Dated: _____ By: _____

Scott C. Becker, Esq.
*Attorneys for Petitioners*
726 Exchange Street, Suite 800
Buffalo, New York 14210

AMHERST TOWN ATTORNEY

Dated:_____ By: _____

Samuel A. Alba, Esq.
*Respondent, Town of Amherst*
5583 Main Street
Williamsville, New York 14221

GROSS SHUMAN, P.C.

Dated:_____ By: _____

John K. Rottaris, Esq.
*Attorneys for Intervener-Respondents, Sweet Home Central School District of Amherst and Tonawanda, New York*
465 Main Street, Suite 600
Buffalo, New York 14203

BENGAR & DeMARCO, LLP

Dated:_____ By: _____

James C. DeMarco III, Esq.
*Attorneys for Intervener-Respondent, Erie County*
2655 Sheridan Drive
Tonawanda, New York 14150

SO ORDERED:

_____
HON. HENRY NOWAK

ENTER:

Attachment: Consent O&J 10 Flint Rd Golden Triangle Amherst (RES-2022-622 : Settlement of Article 7 Matter - Golden Triangle Association

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 26047 **RESOLUTION 2022-623** **ADOPTED**

# Settlement of Article 7 Matter - PNY II, LLC V. Town of Amherst, Et Al.

**AGENDA ITEM : JUNE 27TH, 2022**

**TO:** **Town Board**

**FROM:** **Samuel A. Alba, Esq., Senior Deputy Town Attorney**

**DATE:** **June 22, 2022**

**RE:** **Settlement of Article 7 Matter**
**PNY II, LLC v. Town of Amherst, et al.**

Kindly adopt a resolution authorizing the following:

(1) Settlement of the above matter as detailed in the attached Consent Order and Judgment; and

(2) Authorizing Senior Deputy Town Attorney Samuel A. Alba, Esq. to sign the attached Consent Order and Judgment as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : June 27, 2022**)
Emily Murphy, Town Assessor

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

Assessment

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

File No. 0042-0012ZT

At a Special Condemnation and Tax Certiorari Term of the Supreme Court of the State of New York, held in and for the County Of Erie, Buffalo, New York, on the day of , 2022.

**P R E S E N T :**

**HON. HENRY J. NOWAK,**
**J.S.C.**

---------- X

In the Matter of

**CONSENT ORDER & JUDGMENT**

PNY II, LLC,

Petitioner,

| Index No. | Tax Year |
|---|---|
| 809159/21 | 2021/22 |

-against-

THE BOARD OF ASSESSORS AND/OR THE ASSESSOR OF THE TOWN OF AMHERST AND THE BOARD OF ASSESSEMT REVIEW,

Tax Map No.: 54.04-2-13.211

Respondents.

And

SWEET HOME CENTRAL SCHOOL DISTRICT and THE COUNTY OF ERIE,

Respondent-Intervenors.

---------- X

Petitioner having commenced the above-captioned proceeding pursuant to Article 7 of the Real Property Tax Law to review the assessment on certain real property located at 1340 Millersport Highway, Town of Amherst, and State of New York for the tax year of 2021/22, and the Petitioner having appeared by WARREN M. DUBITSKY, ESQ., of HERMAN





Attachment: 42-12 PNY II LLC (RES-2022-623 : Settlement of Article 7 Matter - PNY II, LLC V. Town of Amherst, Et Al.)

KATZ CANGEMI WILKES & CLYNE, LLC, the respondents having appeared by SAMUEL A. ALBA, ESQ. Attorney for the Town of Amherst and respondent-intervenor County of Erie having appeared by JAMES C. DEMARCO III, ESQ. of BENGART & DEMARCO, LLP and the respondent-intervenor SWEET HOME CENTRAL SCHOOL DISTRICT having appeared by JOHN K. ROTTARIS, ESQ., of GROSS SHUMAN, P.C., and the parties having made their settlement agreement, it is hereby

ORDERED, that the assessments on the above-referenced property, have been and shall remain for the tax year as follows:

| TAX YEAR | ORIGINAL ASSESSMENT | REDUCTION | FINAL TOTAL ASSESSMENT |
|---|---|---|---|
| 2021/22 | $18,000,000 | $ -0- | $18,000,000 |

and so confirmed, it is further

ORDERED ADJUDGED AND DECREED that the assessment for Tax Map No. 54.04-2-13.211 on the tax assessment roll for the 2022/23 year shall be set at an assessment of $8,880,000, and it is further

ORDERED, ADJUDGED AND DECREED, that the petitioner has agreed to waive all refunds for the 2021/22 tax year providing that the assessment for the 2022/23 tax year shall be set at an assessment of $8,880,000. If the assessment is set for 2022/23 in accordance with this agreement, then the parties have also agreed that the revised 2022/23 assessment shall be carried forward subject to the provisions of §727 of the R.P.T.L. shall apply in all respects for the 2023/24 through 2025/26 tax years, and it is further,

Attachment: 42-12 PNY II LLC (RES-2022-623 : Settlement of Article 7 Matter - PNY II, LLC V. Town of Amherst, Et Al.)

ORDERED, ADJUDGED AND DECREED that in the event of administrative delay the 2022/23 assessment is not reduced in accordance with this Order, the respondents shall correct the assessment rolls and/or tax bills to reflect an assessment of $8,880,000 and refund to the petitioner, any and all taxes paid against the original assessment of $18,000,000. If corrected at the administrative grievance level, then petitioner shall not file a petition. If petitioner files a petition, because the assessment was not corrected at the administrative level, then the respondents consent to entry of an Order reducing the assessment in accordance with this Order & Judgment. If the petitioner has filed a petition for the 2022/23 tax year and the assessment is reduced, upon receipt of a copy of the corrected tax bill and/or refund to the petitioner, the 2022/23 petition will be discontinued; and it is further,

ORDERED, ADJUDGED AND DECREED that the officer or officers having custody of the assessment rolls upon which the above-mentioned assessments and any taxes levied thereon are entered shall correct the said entries in conformity with this Order and shall note upon the margin of said rolls, opposite said entries, that the same have been corrected by the authority of this Order, and it is further,

ORDERED, that this Order hereby constitutes and represents full settlement of the 2021/22 tax review proceedings herein, and there are no costs or allowances awarded to, by or

Attachment: 42-12 PNY II LLC (RES-2022-623 : Settlement of Article 7 Matter - PNY II, LLC V. Town of Amherst, Et Al.)

against any of the parties, and that upon compliance with the terms of this Order, the above-entitled proceedings be and the same are settled and discontinued.

ENTER,

HENRY J. NOWAK, J.S.C.

**SIGNING AND ENTRY OF THE WITHIN ORDER IS HEREBY CONSENTED TO:**

**Attorneys for Respondent**
**TOWN OF AMHERST**

**BY: SAMUEL A. ALBA, ESQ.**
**Senior Deputy Attorney**
**5583 Main Street**
**Amherst, NY 14221**
**(716) 631-7030**

**HERMAN KATZ CANGEMI WILKES & CLYNE, LLP**
**Attorneys for Petitioner**

**BY: WARREN M. DUBITSKY, ESQ.**
**538 Broadhollow Road, Suite 307**
**Melville, New York 11747**
**(631) 501-5011**

**BENGART & DEMARCO, LLP**
**Attorneys for County of Erie**

**BY: JAMES C. DeMARCO, III, ESQ.**
**2655 Sheridan Drive**
**Tonawanda, NY 14150**
**(716) 838-4600**

**GROSS SHUMAN, P.C.**
**Attorneys for Sweet Home CSD**

**BY: JOHN K. ROTTARIS, ESQ.**
**465 Main, Suite 600**
**Buffalo, NY 14203**
**(716) 854-4300**





Attachment: 42-12 PNY II LLC (RES-2022-623 : Settlement of Article 7 Matter - PNY II, LLC V. Town of Amherst, Et Al.)

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25982 **RESOLUTION 2022-624** **ADOPTED**

# New Firefighter for East Amherst Fire Department

New firefighter for the East Amherst Fire Department lives in the Town of Clarence and resides within the East Amherst Fire District.

Nicholas Becker
8175 Old Post Road East
E. Amherst, NY 14051

**6/27/2022**
Consent

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

# TOWN OF AMHERST
# VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
# RESIDENCY VERIFICATION FORM

Applicant Name: NICHOLAS BECKER

Applicant Home Address: 8175 OLD POST ROAD EAST, E. AMHERST, NY 14051

Under penalty of perjury I, NICHOLAS BECKER affirm I am an applicant to be a member of the, EAST AMHERST F. D. (fire dept.) and my address of residence is listed above.

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

_____

Signature of Applicant: Nicholas Becker

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

Signature: Kenneth Rice

Title: PRESIDENT

Date: 6-6-2022

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

Attachment: Becker residency form 6.6.22 (RES-2022-624 : New Firefighter for East Amherst Fire Department)

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26068 **RESOLUTION 2022-625** **ADOPTED**

# Fireworks Permit - Park Country Club - July 4Th

Request for fireworks permit on July 4, 2022 at approximately 9:30PM at Park Country Club, 4949 Sheridan Drive with the following conditions:

1. Minimum secured diameter of site shall be 520 feet, maximum 8 inch shell size per permit.
2. That the audience be 520 feet from the fireworks discharge location for vertical mortars.
3. That one (1) 5-lb ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
4. That the trajectory of shells shall not come within 25 feet of overhead objects.
5. That the actual shooters listed on the application be present at the site or a substitute shooters list be submitted five (5) or more days prior to the event.
6. Display shall follow NFPA 1123-2018 & IFC 2020.
7. Crowds over 1000 people require a crowd managers as per the International Fire Code.
8. If you would like to start the display earlier than the time proposed you must call 689-1212 before starting to be approved by our office.
9. The Amherst Town Board shall designate a time when the Fireworks display must conclude.

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

$100.00 permit fee is paid.

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

TOWN OF AMHERST
BUILDING DEPARTMENT
ERIE COUNTY, NEW YORK
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

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

MARK S. BERKE, P.E.
Commissioner of Building

# Memorandum

**DATE:** June 22, 2022

**TO:** Francina Spoth, Town Clerk

**FROM:** Bryan W. Parnell, Senior Fire Inspector

**RE:** Fireworks Display – The Park Country Club At 4949 Sheridan Drive

**DATE & TIME:** Monday, July 4, 2022 at 9:30 PM. All items required on the application appear to be in order. Therefore, we hereby recommend the approval of this application with the following conditions.

1) Minimum secured diameter of site shall be 520 feet, maximum 8 inch shell size per permit.
2) That the audience be 520 feet from the fireworks discharge location for vertical mortars.
3) That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
4) That the trajectory of shells shall not come within 25 feet of overhead objects.
5) That the actual shooters listed on the application be present at the site or a substitute shooters list be submitted five (5) or more days prior to the event
6) Display shall follow NFPA 1123-2018 & IFC 2020.
7) Crowds over 1000 people require a crowd managers as per the International Fire Code.
8) If you would like to start the display earlier than the time proposed you must call 689-1212 before starting to be approved by our office.
9) The Amherst Town Board shall designate a time when the Fireworks display must conclude.

Bryan W. Parnell

Senior Fire Inspector
Fire Safety Division

X:\DOCS\BWP\fireworks display\2022\4949 Sheridan Dr 7-4-2022.docx

Attachment: Park CC 4th (RES-2022-625 : Fireworks Permit - Park Country Club - July 4Th)

Town of Amherst, 5583 Main St., Williamsville, NY 14221 PH: 716-631-7045 FX: 716-631-7152

# APPLICATION FOR FIREWORKS DISPLAY

The undersigned hereby makes application to the Town Board of the Town of Amherst to acquire a license pursuant to Chapter 68 (Amusements) of the Code of the Town of Amherst for the public display of fireworks in the Town of Amherst, Erie County, New York:

1. Name of individual/company sponsoring the display and the names of the persons actually to be in charge of the firing of the display areas: The Park Country Club

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

   Monday, July 4, 2022 for 4th of July holiday
3. Exact location planned for the display:

   The Park Country Club grounds: 4949 Sheridan Drive, Williamsville, NY 14221
4. Age, experience and physical characteristics of individuals who are to discharge fireworks:

   Allen Westfall- male over 18 Milton Surre- male over 18
   Dennis Otto- male over 18
5. Number and kind of fireworks to be discharged (include largest shell size):

   Approx. 275 misc. 1.3G and 1.4G shells with the largest size of 8" (560' radius)
6. Manner and place of storage of these fireworks prior to the display:

   With Young Explosives at all times.
7. Attached is a diagram of the grounds on which the display is to be held. This diagram shows the point at which the fireworks are to be discharged, the location of all the buildings, highways, and other lines of communications in addition to the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone lines or other overhead obstructions.
8. This application shall be accompanied by a bond or policy of public liability insurance with a limit of $3,000,000 for personal injuries and $1,000,000 for property damage and proof of Workers' Compensation Insurance.
9. This application for a Fire Prevention Operating Permit (Code 52) must be accompanied by a check in the amount of $90 made out to "Town of Amherst".

Date:

Company, Corporation or Individual
James R. Young on behalf of The Park Country Club

By: James R Young

STATE OF NEW YORK
Monroe COUNTY
TOWN OF Brighton

Sworn to before me this 19 day of May 2022

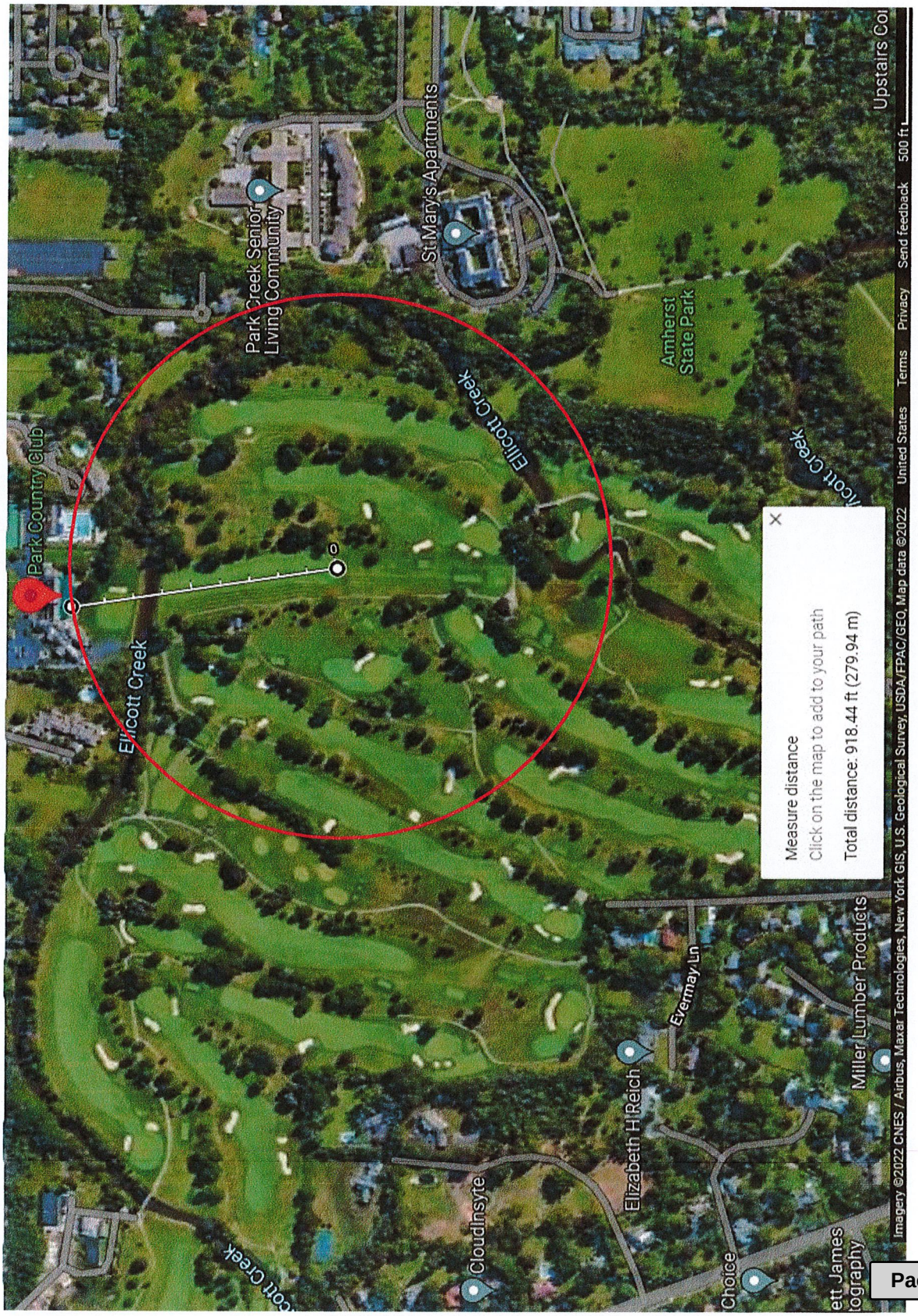
Jennifer Beals
Notary Public

JENNIFER BEALS
Notary Public, State of New York
Wayne County Reg. #01BE6190280
Commission Expires 07/21/2024

9/30/09

Attachment: Park CC 4th (RES-2022-625 : Fireworks Permit - Park Country Club - July 4Th)

The Park Country Club
4949 Sheridan Dr, Williamsville, NY 14221
May (2022)




Attachment: Park CC 4th (RES-2022-625 : Fireworks Permit - Park Country Club - July 4Th)

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

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

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

| | | | |
|---|---|---|---|
| Direct ATF Correspondence To | ATF - Chief, FELC<br>244 Needy Road<br>Martinsburg, WV 25405-9431 | License/Permit Number | 6-NY-069-21-4K-00338 |
| Chief, Federal Explosives Licensing Center (FELC) | Mama Howard | Expiration Date | October 1, 2024 |

Name
YOUNG EXPLOSIVES CORP

**Premises Address** (Changes? Notify the FELC at least 10 days before the move.)
**2165 NEW MICHIGAN ROAD**
**CANANDAIGUA, NY 14424-0000**

Type of License or Permit
21-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

YOUNG EXPLOSIVES CORP
PO BOX 18653
ROCHESTER, NY 14618-0000

| | |
|---|---|
| Licensee/Permittee Responsible Person Signature | President<br>Position/Title |
| James R. Young<br>Printed Name | 11/4/2021<br>Date |

Previous Edition is Obsolete

YOUNG EXPLOSIVES CORP:2165 NEW MICHIGAN ROAD:14424:6-NY-069-21-4K-00338:October 1, 2024:21-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

**Federal Explosives License (FEL) Customer Service Information**

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

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

ATF Homepage: www.atf.gov

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

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

*(Continued on reverse side)*

Cut Here ✂

**Federal Explosives License/Permit (FEL) Information Card**

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

Business Name:

License/Permit Number: **6-NY-069-21-4K-00338**

License/Permit Type: **21-MANUFACTURER OF EXPLOSIVES**

Expiration: **October 1, 2024**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

For Permit Use Only

Attachment: Park CC 4th (RES-2022-625 : Fireworks Permit - Park Country Club - July 4Th)

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

# CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^^^^^^ 160900107
YOUNG EXPLOSIVES CORP
P O BOX 18653
ROCHESTER NY 14618

SCAN TO VALIDATE
AND SUBSCRIBE

| POLICYHOLDER | CERTIFICATE HOLDER |
|---|---|
| YOUNG EXPLOSIVES CORP<br>P O BOX 18653<br>ROCHESTER NY 14618 | YOUNG EXPLOSIVES CORPORATION<br>PO BOX 18653<br>ROCHESTER NY 14618-1461 |

| POLICY NUMBER | CERTIFICATE NUMBER | POLICY PERIOD | DATE |
|---|---|---|---|
| R 400 999-9 | 82418 | 01/01/2022 TO 01/01/2023 | 1/18/2022 |

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 400 999-9, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

**IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.**

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
JAMES YOUNG
1 OF 1 EXECUTIVE OFFICER OF
YOUNG EXPLOSIVES CORP

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 5 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 602335871

U-26.3

Attachment: Park CC 4th (RES-2022-625 : Fireworks Permit - Park Country Club - July 4Th)

STATE OF NEW YORK
DEPARTMENT OF LABOR

DIVISION OF
SAFETY AND HEALTH

# LICENSE TO DEAL IN OR MANUFACTURE EXPLOSIVES

Expires: 2/28/2023

Young Explosives Corporation
PO Box 18653
Rochester, NY 14618

James R. Young

THIS LICENSE MUST BE POSTED IN YOUR PLACE OF BUSINESS

License No D-2316

is hereby licensed to deal in or manufacture explosives in compliance with the requirements of the Labor Law and Industrial Code Rules. Any change in the conditions under which this license is granted may cause it to be revoked.

Eileen M. Franko, Acting Director FOR
THE COMMISSIONER OF LABOR

Every person selling, delivering or giving away any explosives must keep at the principal place of business within the state, a record of each transaction, including:

1) the NAME or TYPE and QUANTITY of explosives SOLD, DELIVERED or GIVEN. Note: No license is needed to purchase smokeless powder, or black powder in quantities not exceeding five pounds for use in firing antique firearms or artifacts or replicas thereof. However, dealers MUST post all such transactions on the "Dealer-Manufacturer Report of Explosives Transactions".

2) the DATE OF EACH SALE, DELIVERY or GIFT.

3) the NAME, LICENSE NUMBER, and BUSINESS ADDRESS of the purchaser, donee, or person to whom the explosives were delivered and the firm, if any, represented by such person.

4) the NAME, ADDRESS, and LICENSE NUMBER of the person TAKING THE EXPLOSIVES AWAY from the seller or donor.

SH-862 (5-98)

Attachment: Park CC 4th (RES-2022-625 : Fireworks Permit - Park Country Club - July 4Th)

NEW YORK STATE | Workers' Compensation Board

# CERTIFICATE OF INSURANCE COVERAGE
## DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

| | |
|---|---|
| 1a. Legal Name & Address of Insured (use street address only)<br>YOUNG EXPLOSIVES CORP.<br>2165 NEW MICHIGAN ROAD<br>CANANDAIGUA, NY 14424<br><br>Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)* | 1b. Business Telephone Number of Insured<br>(585) 394-1783<br><br>1c. Federal Employer Identification Number of Insured or Social Security Number<br>160900107 |
| 2. Name and Address of Entity Requesting Proof of Coverage<br>(Entity Being Listed as the Certificate Holder)<br>YOUNG EXPLOSIVES CORPORATION<br>P.O. BOX 18653<br>ROCHESTER, NY 14618 | 3a. Name of Insurance Carrier<br>**New York State Insurance Fund (NYSIF)**<br>3b. Policy Number of Entity Listed in Box "1a"<br>DBL 6163 63 - 9<br>3c. Policy effective period<br>04/01/2021 to 04/01/2023 |

4. Policy provides the following benefits:
- ☒ A. Both disability and paid family leave benefits
- ☐ B. Disability benefits only
- ☐ C. Paid family leave benefits only

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

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

Date Signed 4/1/2022 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier,this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)**

## State of New York
## Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

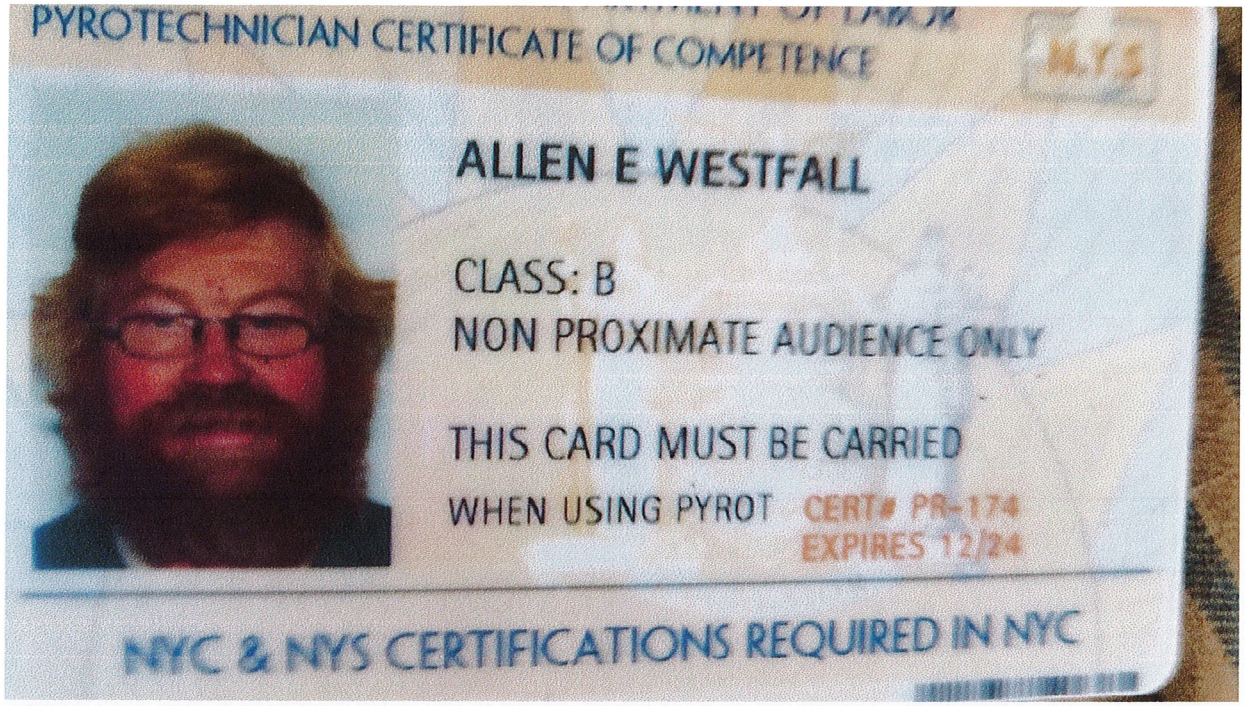
Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

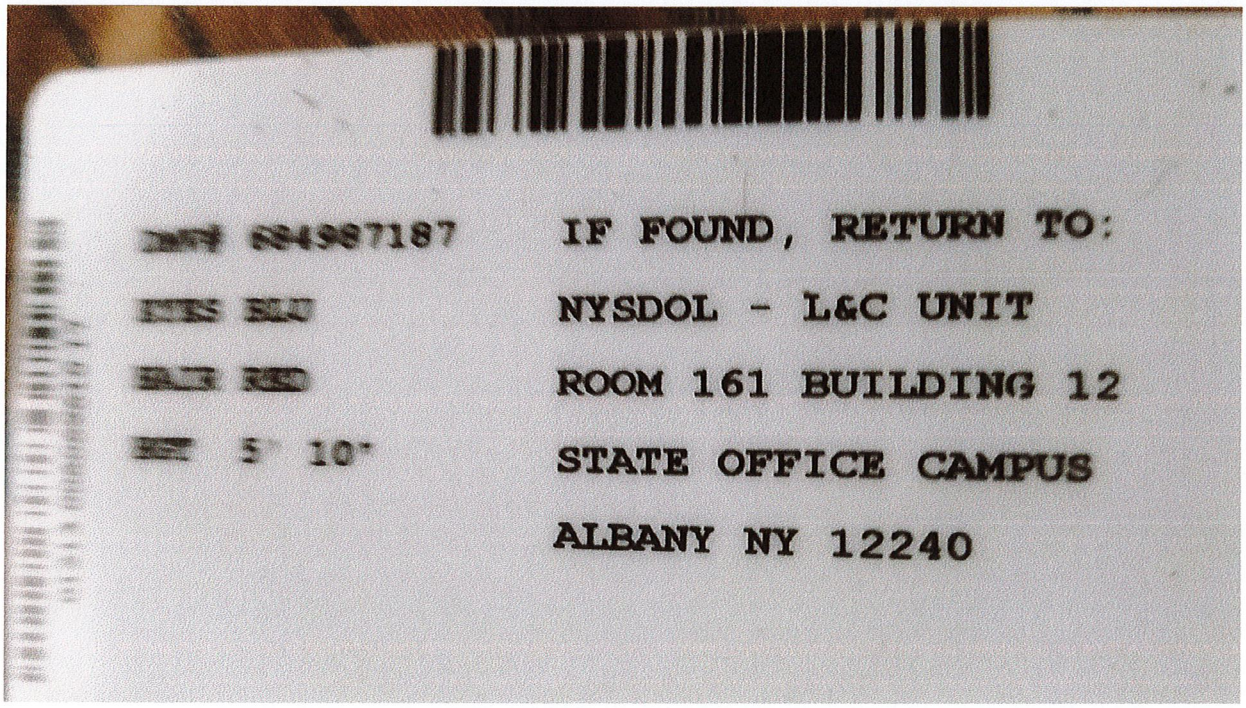
Telephone Number _____ Name and Title _____

***Please Note:*** *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

**DB-120.1 (10-17)** **Certificate Number 682174**

Attachment: Park CC 4th (RES-2022-625 : Fireworks Permit - Park Country Club - July 4Th)




Attachment: Park CC 4th (RES-2022-625 : Fireworks Permit - Park Country Club - July 4Th)

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

# FIRE PREVENTIO / OPERATING PERM

| APPLICATION DATE | DATE ISSUED | EXPIRATION DATE | PERMIT NUMBER |
|---|---|---|---|
| 06/22/2022 | 06/22/2022 | 07/05/2022 | FP-2022-0066 |

| APPLICANT | ADDRESS | PHONE NUMBER |
|---|---|---|
| Youngs Explosives Corporation | PO Box 18653 Rochester | 585-394-1783 |

**LOCATION OF ACTIVITY: - (SITE) 4949 Sheridan Dr, Amherst, NY 14221**

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

**7/4/2022 At Approx 9:30 PM**
**Fireworks Display**
**Must comply with IFC 202 and NFPA**
**8 inch shell max (520 Foot Clearance)**
**Fire extinguishers are required**
**Amherst Town Board shall set a time for the display to conclude.**

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

| APPROVED BY FIRE OFFICIAL | DATE | FEE PAID |
|---|---|---|
| By W. Pell | 06/22/2022 | 100.00 |

**THIS PERMIT MUST BE POSTED ON THE ABOVE MENTIONED PREMISES**

**STATEMENT**

I HEREBY ACKNOWLEDGE THAT: I HAVE READ THIS APPLICATION, THAT THE INFORMATION GIVEN IS CORRECT, AND THAT I AM THE OWNER OR DULY AUTHORIZED TO ACT IN THE OWNER'S BEHALF AND AS SUCH HEREBY AGREE TO COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE FIRE PREVENTION CODE.

Signature Title

**DO NOT WRITE BELOW THIS LINE**

COMMENTS:

APPROVED BY FIRE OFFICIAL DATE

WHERE APPLICABLE - SEPARATE PERMITS ARE REQUIRED FOR BUILDING CONSTRUCTION ACTIVITY INCLUDING ELECTRICAL, PLUMBING, AND MECHANICAL INSTALLATIONS.

Attachment: Park CC 4th (RES-2022-625 : Fireworks Permit - Park Country Club - July 4Th)

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26069 **RESOLUTION 2022-626** **ADOPTED**

# Fireworks Permit - Park Country Club - July 16Th

Request for fireworks permit on July 16, 2022 at approximately 10:30 pm at Park Country Club, 4949 Sheridan Drive with the following conditions:

1. Minimum secured diameter of site shall be 280 feet, maximum 4 inch shell size per permit.
2. That the audience be 280 feet from the fireworks discharge location for vertical mortars.
3. That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
4. That the trajectory of shells shall not come within 25 feet of overhead objects.
5. That the actual shooters listed on the application be present at the site or a substitute shooters list be submitted five (5) or more days prior to the event.
6. Display shall follow NFPA 1123-2018 & IFC 2018.
7. Crowds over 1000 people require crowd managers.
8. If you would like to start the display earlier then the time proposed you must call 689-1212 before starting to be approved by our office.

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

$100.00 permit fee is paid.

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

TOWN OF AMHERST
BUILDING DEPARTMENT
ERIE COUNTY, NEW YORK
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

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

MARK S. BERKE, P.E.
Commissioner of Building

# Memorandum

**DATE:** June 6, 2022

**TO:** Francina Spoth, Town Clerk

**FROM:** Bryan W. Parnell, Senior Fire Inspector

**RE:** Fireworks Display – The Park Country Club At 4949 Sheridan Drive

**DATE & TIME:** Saturday, July 16, 2022 at 10:30 PM. All items required on the application appear to be in order. Therefore, we hereby recommend the approval of this application with the following conditions.

1) Minimum secured diameter of site shall be 280 feet, maximum 4 inch shell size per permit.
2) That the audience be 280 feet from the fireworks discharge location for vertical mortars.
3) That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
4) That the trajectory of shells shall not come within 25 feet of overhead objects.
5) That the actual shooters listed on the application be present at the site or a substitute shooters list be submitted five (5) or more days prior to the event
6) Display shall follow NFPA 1123-2018 & IFC 2018.
7) Crowds over 1000 people require certified crowd managers.
8) If you would like to start the display earlier than the time proposed you must call 689-1212 before starting to be approved by our office.

Bryan W. Parnell

Senior Fire Inspector
Fire Safety Division

X:\DOCS\BWP\fireworks display\2021\4949 Sheridan Dr 7-4-2021.docx

Attachment: Park CC 16th (RES-2022-626 : Fireworks Permit - Park Country Club - July 16Th)

Town of Amherst, 5583 Main St., Williamsville, NY 14221 PH: 716-631-7045 FX: 716-631-7152

# APPLICATION FOR FIREWORKS DISPLAY

The undersigned hereby makes application to the Town Board of the Town of Amherst to acquire a license pursuant to Chapter 68 (Amusements) of the Code of the Town of Amherst for the public display of fireworks in the Town of Amherst, Erie County, New York:

1. Name of individual/company sponsoring the display and the names of the persons actually to be in charge of the firing of the display areas: The Park Country Club

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

   Saturday, July 16, 2022 @ 10:30pm for a wedding
3. Exact location planned for the display:

   The Park Country Club grounds: 4949 Sheridan Drive, Williamsville, NY 14221
4. Age, experience and physical characteristics of individuals who are to discharge fireworks:

   Allen Westfall- male over age of 18

   Kevin Morse- male over age of 18
5. Number and kind of fireworks to be discharged (include largest shell size):

   Approx. 147 misc. 1.3G and 1.4G shells with the largest size of 4" (280' radius)
6. Manner and place of storage of these fireworks prior to the display:

   With Young Explosives at all times.
7. Attached is a diagram of the grounds on which the display is to be held. This diagram shows the point at which the fireworks are to be discharged, the location of all the buildings, highways, and other lines of communications in addition to the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone lines or other overhead obstructions.
8. This application shall be accompanied by a bond or policy of public liability insurance with a limit of $3,000,000 for personal injuries and $1,000,000 for property damage and proof of Workers' Compensation Insurance.
9. This application for a Fire Prevention Operating Permit (Code 52) must be accompanied by a check in the amount of $90 made out to "Town of Amherst".

Date: 5/18/22

Company, Corporation or Individual
James R. Young on behalf of The Park Country Club

By: James R Young

STATE OF NEW YORK
Monroe, COUNTY
TOWN OF Brighton

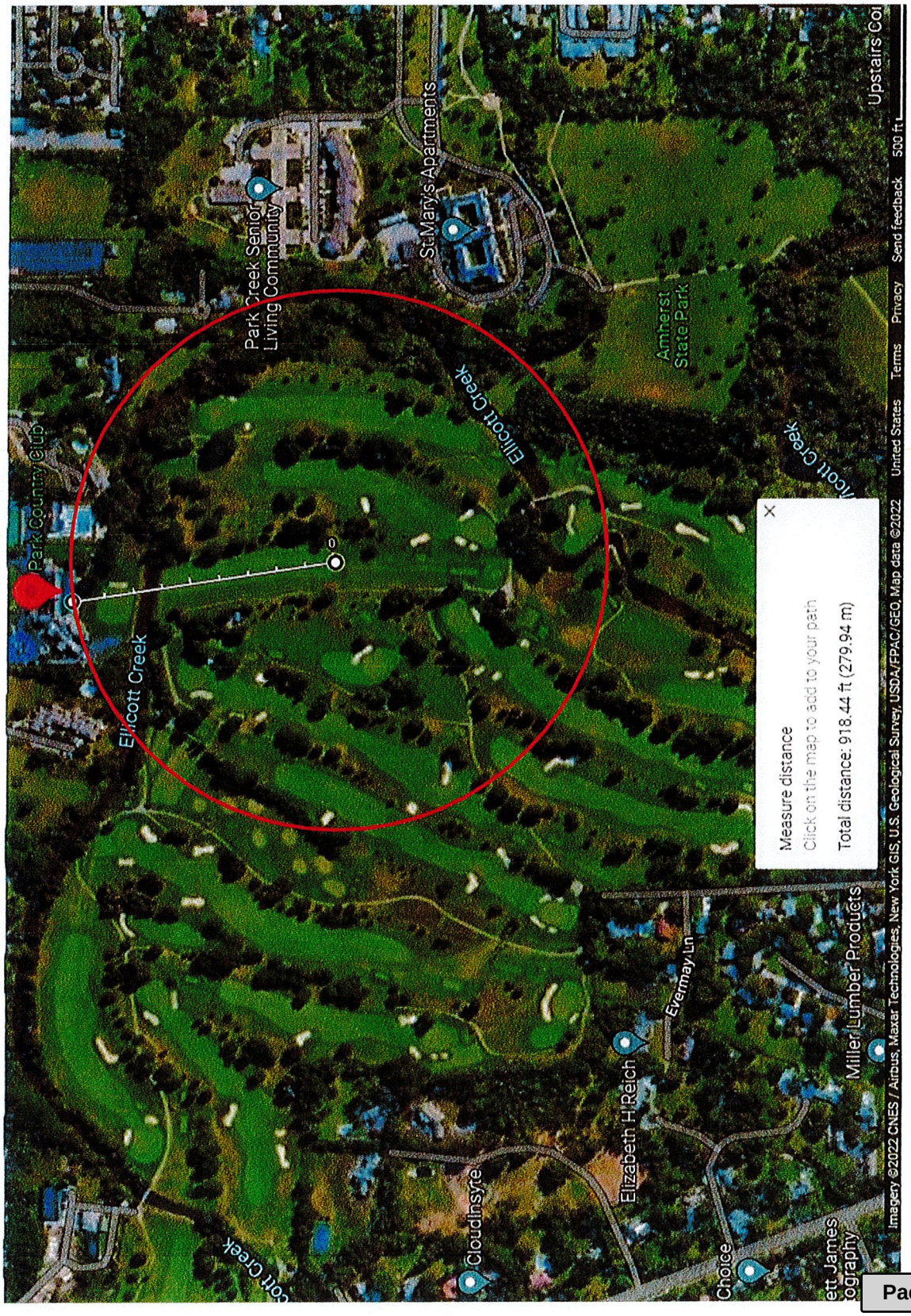
Sworn to before me this 19 day of May 2022

Jenniffer Beals
Notary Public

JENNIFFER BEALS
Notary Public, State of New York
Wayne County Reg. #01BE6190280
Commission Expires 07/21/2024

Attachment: Park CC 16th (RES-2022-626 : Fireworks Permit - Park Country Club - July 16Th)

The Park Country Club
4949 Sheridan Dr, Williamsville, NY 14221
May (2022)




Attachment: Park CC 16th (RES-2022-626 : Fireworks Permit - Park Country Club - July 16Th)

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

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

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

| | | | |
|---|---|---|---|
| Direct ATF Correspondence To | ATF - Chief, FELC<br>244 Needy Road<br>Martinsburg, WV 25405-9431 | License/Permit Number | 6-NY-069-21-4K-00338 |
| Chief, Federal Explosives Licensing Center (FELC) | Mama Howard | Expiration Date | October 1, 2024 |

Name
YOUNG EXPLOSIVES CORP

**Premises Address** (Changes? Notify the FELC at least 10 days before the move.)
**2165 NEW MICHIGAN ROAD**
**CANANDAIGUA, NY 14424-0000**

Type of License or Permit
21-MANUFACTURER OF EXPLOSIVES

**Purchasing Certification Statement**
The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Licensee/Permittee Responsible Person Signature — Position/Title: President

Printed Name: James R. Young — Date: 11/4/2021

Mailing Address (Changes? Notify the FELC of any changes.)
YOUNG EXPLOSIVES CORP
PO BOX 18653
ROCHESTER, NY 14618-0000

Previous Edition is Obsolete — YOUNG EXPLOSIVES CORP;2165 NEW MICHIGAN ROAD;14424-0-NY-069-21-4K-00338;October 1, 2024;21-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

**Federal Explosives License (FEL) Customer Service Information**

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

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

ATF Homepage: www.atf.gov

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

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

*(Continued on reverse side)*

Cut Here ✂

**Federal Explosives License/Permit (FEL) Information Card**

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

Business Name:

License/Permit Number: **6-NY-069-21-4K-00338**

License/Permit Type: **21-MANUFACTURER OF EXPLOSIVES**

Expiration: **October 1, 2024**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

For Permit Use Only

Attachment: Park CC 16th (RES-2022-626 : Fireworks Permit - Park Country Club - July 16Th)

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

# CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^^^^^^ 160900107
YOUNG EXPLOSIVES CORP
P O BOX 18653
ROCHESTER NY 14618

SCAN TO VALIDATE
AND SUBSCRIBE

| POLICYHOLDER | CERTIFICATE HOLDER |
|---|---|
| YOUNG EXPLOSIVES CORP<br>P O BOX 18653<br>ROCHESTER NY 14618 | YOUNG EXPLOSIVES CORPORATION<br>PO BOX 18653<br>ROCHESTER NY 14618-1461 |

| POLICY NUMBER | CERTIFICATE NUMBER | POLICY PERIOD | DATE |
|---|---|---|---|
| R 400 999-9 | 82418 | 01/01/2022 TO 01/01/2023 | 1/18/2022 |

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 400 999-9, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

**IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.**

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
JAMES YOUNG
1 OF 1 EXECUTIVE OFFICER OF
YOUNG EXPLOSIVES CORP

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 5 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 602335871

U-26.3

Attachment: Park CC 16th (RES-2022-626 : Fireworks Permit - Park Country Club - July 16Th)

STATE OF NEW YORK
DEPARTMENT OF LABOR

DIVISION OF
SAFETY AND HEALTH

# LICENSE TO DEAL IN OR MANUFACTURE EXPLOSIVES

Expires: 2/28/2023

Young Explosives Corporation
PO Box 18653
Rochester, NY 14618

James R. Young

THIS LICENSE MUST BE POSTED IN YOUR PLACE OF BUSINESS

License No D-2316

is hereby licensed to deal in or manufacture explosives in compliance with the requirements of the Labor Law and Industrial Code Rules. Any change in the conditions under which this license is granted may cause it to be revoked.

Eileen M. Franko, Acting Director FOR
THE COMMISSIONER OF LABOR

Every person selling, delivering or giving away any explosives must keep at the principal place of business within the state, a record of each transaction, including:

1) the NAME or TYPE and QUANTITY of explosives SOLD, DELIVERED or GIVEN. Note: No license is needed to purchase smokeless powder, or black powder in quantities not exceeding five pounds for use in firing antique firearms or antiques or replicas thereof. However, dealers MUST post all such transactions on the "Dealer-Manufacturer Report of Explosives Transactions".

2) the DATE OF EACH SALE, DELIVERY or GIFT.

3) the NAME, LICENSE NUMBER, and BUSINESS ADDRESS of the purchaser, donee, or person to whom the explosives were delivered and the firm, if any, represented by such person.

4) the NAME, ADDRESS, and LICENSE NUMBER of the person TAKING THE EXPLOSIVES AWAY from the seller or donor.

SH-862 (5-98)

Attachment: Park CC 16th (RES-2022-626 : Fireworks Permit - Park Country Club - July 16Th)

NEW YORK STATE | Workers' Compensation Board

# CERTIFICATE OF INSURANCE COVERAGE
## DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

| | |
|---|---|
| 1a. Legal Name & Address of Insured (use street address only)<br>YOUNG EXPLOSIVES CORP.<br>2165 NEW MICHIGAN ROAD<br>CANANDAIGUA, NY 14424<br><br>Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)* | 1b. Business Telephone Number of Insured<br>(585) 394-1783<br><br>1c. Federal Employer Identification Number of Insured or Social Security Number<br>160900107 |
| 2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)<br>YOUNG EXPLOSIVES CORPORATION<br>P.O. BOX 18653<br>ROCHESTER, NY 14618 | 3a. Name of Insurance Carrier<br>**New York State Insurance Fund (NYSIF)**<br>3b. Policy Number of Entity Listed in Box "1a"<br>DBL 6163 63 - 9<br>3c. Policy effective period<br>04/01/2021 to 04/01/2023 |

4. Policy provides the following benefits:
- ☒ A. Both disability and paid family leave benefits
- ☐ B. Disability benefits only
- ☐ C. Paid family leave benefits only

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

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

Date Signed 4/1/2022 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier,this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)**

## State of New York
## Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

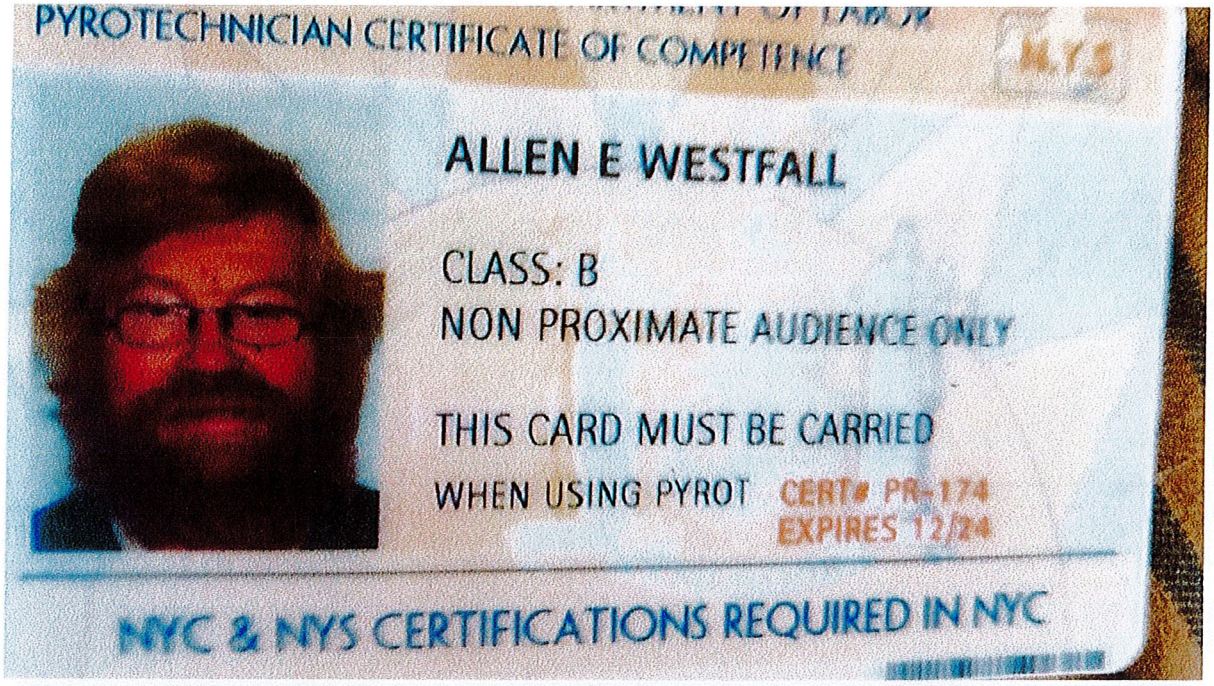
Telephone Number _____ Name and Title _____

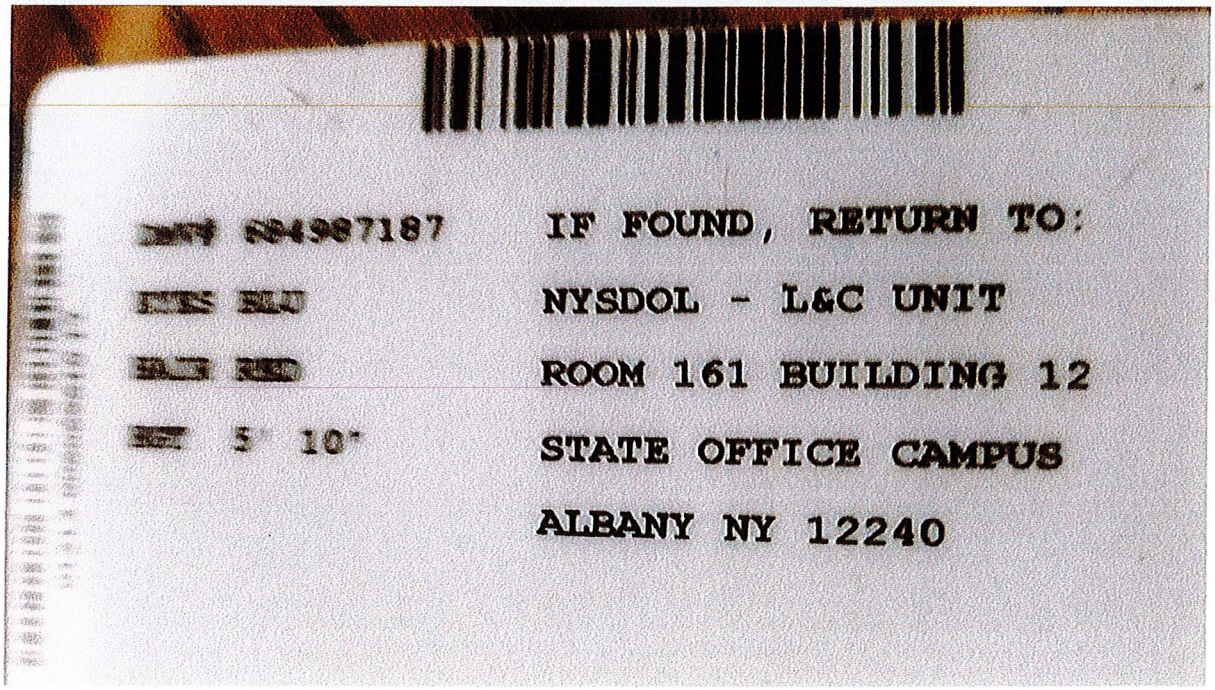
***Please Note:*** *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

**Certificate Number 682174**

Attachment: Park CC 16th (RES-2022-626 : Fireworks Permit - Park Country Club - July 16Th)




Attachment: Park CC 16th (RES-2022-626 : Fireworks Permit - Park Country Club - July 16Th)

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

# FIRE PREVENTIO / OPERATING PERMI

| APPLICATION DATE | DATE ISSUED | EXPIRATION DATE | PERMIT NUMBER |
|---|---|---|---|
| 06/02/2022 | 06/02/2022 | 12/02/2022 | FP-2022-0059 |

| APPLICANT | ADDRESS | PHONE NUMBER |
|---|---|---|
| Youngs Explosives Corporation | PO Box 18653 Rochester | 585-394-1783 |

**LOCATION OF ACTIVITY: Youngs Explosives Corporation - (SITE) 4949 Sheridan Dr, Amherst, NY 14221**

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

**Fireworks Display 7/16/2022 at 10:30 PM for a wedding**
**Display must comply with NFPA and the IFC**
**Approx 147 shells with a max. of 4 inch shells**
**280 feet of clearance is required around shooting site**
**Crowds over 1000 will require certified crowd managers**
**Fire extinguishers required**
**Actual shooters list required prior to day of event**

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

| APPROVED BY FIRE OFFICIAL | DATE | FEE PAID |
|---|---|---|
| By W Fuller | 06/02/2022 | 100.00 |

**THIS PERMIT MUST BE POSTED ON THE ABOVE MENTIONED PREMISES**

**STATEMENT**

I HEREBY ACKNOWLEDGE THAT: I HAVE READ THIS APPLICATION, THAT THE INFORMATION GIVEN IS CORRECT, AND THAT I AM THE OWNER OR DULY AUTHORIZED TO ACT IN THE OWNER'S BEHALF AND AS SUCH HEREBY AGREE TO COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE FIRE PREVENTION CODE.

Signature Title

**DO NOT WRITE BELOW THIS LINE**

COMMENTS:

APPROVED BY FIRE OFFICIAL DATE

**WHERE APPLICABLE - SEPARATE PERMITS ARE REQUIRED FOR BUILDING CONSTRUCTION ACTIVITY INCLUDING ELECTRICAL, PLUMBING, AND MECHANICAL INSTALLATIONS.**

Attachment: Park CC 16th (RES-2022-626 : Fireworks Permit - Park Country Club - July 16Th)

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26070 **RESOLUTION 2022-627** **ADOPTED**

# Fireworks Permit - Transit Valley Country Club - July 4Th

Request for fireworks permit on July 4, 2022 at approximately 9:30 PM at Transit Valley Country Club, 8920 Transit Road with the following conditions:

1. That the Spectators, parking areas and dwellings be 350 feet from the fireworks discharge location for vertical mortars. (max. 5 inch shells)
2. That one (1) 5-lb ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
3. That the trajectory of shells shall not come within 25 feet of overhead objects.
4. That the actual shooters listed on the application be present at the site or a substitute shooters list be submitted five (5) or more days prior to the event.
5. If you would like to start the display earlier then the time proposed you must call 689-1212 before starting to be approved by our office.
6. Display shall follow NFPA 1123-2018 & IFC 2020.
7. Crowds over 1000 people require a crowd managers as per the International Fire Code.
8. The Amherst Town Board shall designate a time when the Fireworks display must conclude.

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

$100.00 permit fee is paid.

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

TOWN OF AMHERST
BUILDING DEPARTMENT
ERIE COUNTY, NEW YORK
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

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

BRIAN P. ANDRZEJEWSKI
Commissioner of Building

# Memorandum

**DATE:** June 22, 2022

**TO:** Francina Spoth, Town Clerk

**FROM:** Bryan W. Parnell, Senior Fire Inspector

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

**DATE & TIME: Monday** July 4, 2022 @ 9:30 PM

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

1) That the Spectators, parking areas and dwellings be 350 feet from the fireworks discharge location for vertical mortars. (max. 5 inch shells)
2) That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
3) That the trajectory of shells shall not come within 25 feet of overhead objects.
4) That the actual shooters listed on the application be present at the site or a substitute shooters list be submitted five (5) or more days prior to the event
5) If you would like to start the display earlier than the time proposed you must call 689-1212 before starting to be approved by our office.
6) Display shall follow NFPA 1123-2018 & IFC 2020.
7) Crowds over 1000 people require a crowd managers as per the International Fire Code.
8) If you would like to start the display earlier than the time proposed you must call 689-1212 before starting to be approved by our office.
9) The Amherst Town Board shall designate a time when the Fireworks display must conclude.

Bryan W. Parnell

Senior Fire Inspector
Fire Safety Division

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

Attachment: TVCC (RES-2022-627 : Fireworks Permit - Transit Valley Country Club - July 4Th)

Town of Amherst, 5583 Main St., Williamsville, NY 14221 PH: 716-631-7045 FX: 716-631-7152

# APPLICATION FOR FIREWORKS DISPLAY

The undersigned hereby makes application to the Town Board of the Town of Amherst to acquire a license pursuant to Chapter 68 (Amusements) of the Code of the Town of Amherst for the public display of fireworks in the Town of Amherst, Erie County, New York:

1. Name of individual/company sponsoring the display and the names of the persons actually to be in charge of the firing of the display areas: Transit Valley Country Club

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

   Monday, July 4, 2022 for 4th of July holiday
3. Exact location planned for the display:

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

   James Young- male over 18

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

   Approx. 240 misc. 1.3G and 1.4G shells with the largest size of 5" (350' radius)
6. Manner and place of storage of these fireworks prior to the display:

   With Young Explosives at all times.
7. Attached is a diagram of the grounds on which the display is to be held. This diagram shows the point at which the fireworks are to be discharged, the location of all the buildings, highways, and other lines of communications in addition to the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone lines or other overhead obstructions.
8. This application shall be accompanied by a bond or policy of public liability insurance with a limit of $3,000,000 for personal injuries and $1,000,000 for property damage and proof of Workers' Compensation Insurance.
9. This application for a Fire Prevention Operating Permit (Code 52) must be accompanied by a check in the amount of $90 made out to "Town of Amherst".

Date:

Company, Corporation or Individual
James R. Young on behalf of Transit Valley Country Club

By: James R Young

STATE OF NEW YORK
Monroe COUNTY
TOWN OF Brighton

Sworn to before me this 19 day of May 2022

Jennifer Beals
Notary Public

JENNIFFER BEALS
Notary Public, State of New York
Wayne County Reg. #01BE6190280
Commission Expires 07/21/2024

9/30/09

Attachment: TVCC (RES-2022-627 : Fireworks Permit - Transit Valley Country Club - July 4Th)




Per NFPA 1123 350 feet Radius
(700 Ft Diameter) is minimum separation
Distance required for or 5-inch Shells

- Muegel Rd is >750 feet
- Nearest clubhouse structure is
  > 1,000 feet

Transit Valley CC – 8920 Transit Rd
(Dec 2021)

NEW YORK STATE | Workers' Compensation Board

# CERTIFICATE OF INSURANCE COVERAGE
## DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

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

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

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

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

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

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

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

3c. Policy effective period
04/01/2021 to 04/01/2023

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits
- [ ] B. Disability benefits only
- [ ] C. Paid family leave benefits only

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

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

Date Signed 4/1/2022 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier,this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)**

## State of New York
## Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

***Please Note:*** *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

**Certificate Number 682174**

Attachment: TVCC (RES-2022-627 : Fireworks Permit - Transit Valley Country Club - July 4Th)

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

# CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^^^^^^ 160900107
YOUNG EXPLOSIVES CORP
P O BOX 18653
ROCHESTER NY 14618

SCAN TO VALIDATE
AND SUBSCRIBE

| POLICYHOLDER | CERTIFICATE HOLDER |
|---|---|
| YOUNG EXPLOSIVES CORP<br>P O BOX 18653<br>ROCHESTER NY 14618 | YOUNG EXPLOSIVES CORPORATION<br>PO BOX 18653<br>ROCHESTER NY 14618-1461 |

| POLICY NUMBER | CERTIFICATE NUMBER | POLICY PERIOD | DATE |
|---|---|---|---|
| R 400 999-9 | 82418 | 01/01/2022 TO 01/01/2023 | 1/18/2022 |

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 400 999-9, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

**IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.**

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
JAMES YOUNG
1 OF 1 EXECUTIVE OFFICER OF
YOUNG EXPLOSIVES CORP

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 5 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 602335871

U-26.3

Attachment: TVCC (RES-2022-627 : Fireworks Permit - Transit Valley Country Club - July 4Th)

STATE OF NEW YORK
DEPARTMENT OF LABOR

DIVISION OF
SAFETY AND HEALTH

# LICENSE TO DEAL IN OR MANUFACTURE EXPLOSIVES

**Expires:** 2/28/2023

Young Explosives Corporation
PO Box 18653
Rochester, NY 14618

James R. Young

**THIS LICENSE MUST BE POSTED IN YOUR PLACE OF BUSINESS**

**License No D-2316**

is hereby licensed to deal in or manufacture explosives in compliance with the requirements of the Labor Law and Industrial Code Rules. Any change in the conditions under which this license is granted may cause it to be revoked.

**Eileen M. Franko, Acting Director** FOR
**THE COMMISSIONER OF LABOR**

Every person selling, delivering or giving away any explosives must keep at the principal place of business within the state, a record of each transaction, including:

1) the NAME or TYPE and QUANTITY of explosives SOLD, DELIVERED or GIVEN. Note: No license is needed to purchase smokeless powder, or black powder in quantities not exceeding five pounds for use in firing antique firearms or artifacts or replicas thereof. However, dealers MUST post all such transactions on the "Dealer-Manufacturer Report of Explosives Transactions".

2) the DATE OF EACH SALE, DELIVERY or GIFT.

3) the NAME, LICENSE NUMBER, and BUSINESS ADDRESS of the purchaser, donee, or person to whom the explosives were delivered and the firm, if any, represented by such person.

4) the NAME, ADDRESS, and LICENSE NUMBER of the person TAKING THE EXPLOSIVES AWAY from the seller or donor.

SH-862 (5-98)

Attachment: TVCC (RES-2022-627 : Fireworks Permit - Transit Valley Country Club - July 4Th)

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

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

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

| | | | |
|---|---|---|---|
| Direct ATF Correspondence To | ATF - Chief, FELC<br>244 Needy Road<br>Martinsburg, WV 25405-9431 | License/Permit Number | 6-NY-069-21-4K-00338 |
| Chief, Federal Explosives Licensing Center (FELC) | Mama Howard | Expiration Date | October 1, 2024 |

Name
YOUNG EXPLOSIVES CORP

**Premises Address** (Changes? Notify the FELC at least 10 days before the move.)
**2165 NEW MICHIGAN ROAD**
**CANANDAIGUA, NY 14424-0000**

Type of License or Permit
21-MANUFACTURER OF EXPLOSIVES

**Purchasing Certification Statement**

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

YOUNG EXPLOSIVES CORP
PO BOX 18653
ROCHESTER, NY 14618-0000

| | |
|---|---|
| Licensee/Permittee Responsible Person Signature | President<br>Position/Title |
| James R. Young<br>Printed Name | 11/4/2021<br>Date |

Previous Edition is Obsolete YOUNG EXPLOSIVES CORP:2165 NEW MICHIGAN ROAD:14424:6-NY-069-21-4K-00338:October 1, 2024:21-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

**Federal Explosives License (FEL) Customer Service Information**

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

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

ATF Homepage: www.atf.gov

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

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

*(Continued on reverse side)*

Cut Here ✂

**Federal Explosives License/Permit (FEL) Information Card**

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

Business Name:

License/Permit Number: **6-NY-069-21-4K-00338**

License/Permit Type: **21-MANUFACTURER OF EXPLOSIVES**

Expiration: **October 1, 2024**

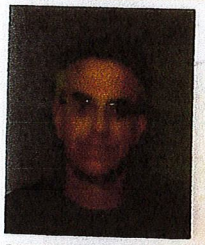
Please Note: Not Valid for the Sale or Other Disposition of Explosives.

For Permit Use Only

Attachment: TVCC (RES-2022-627 : Fireworks Permit - Transit Valley Country Club - July 4Th)

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

N.Y.S



JAMES R YOUNG

CLASS: A
ANY DISPLAY

THIS CARD MUST BE CARRIED
WHEN USING PYROT CERT# PR-75
EXPIRES 10/24

NYC & NYS CERTIFICATIONS REQUIRED IN NYC

01213 006298572 67

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

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

Attachment: TVCC (RES-2022-627 : Fireworks Permit - Transit Valley Country Club - July 4Th)

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

# FIRE PREVENTIO / OPERATING PERM

| APPLICATION DATE | DATE ISSUED | EXPIRATION DATE | PERMIT NUMBER |
|---|---|---|---|
| 06/22/2022 | 06/22/2022 | 07/05/2022 | FP-2022-0068 |

| APPLICANT | ADDRESS | PHONE NUMBER |
|---|---|---|
| Youngs Explosives Corporation | PO Box 18653 Rochester | 585-394-1783 |

**LOCATION OF ACTIVITY: - (SITE) 8920 Transit Rd, Amherst, NY**

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

**7/4/2022 at approx 9:30 PM**
**Fireworks Display**
**Must comply with IFC 2020 and NFPA**
**5 Inch shell Max (350 foot clearance)**
**Fire extinguishers are required**
**Amherst Town Board shall set a time for the display to conclude**

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

| APPROVED BY FIRE OFFICIAL | DATE | FEE PAID |
|---|---|---|
| By W. Pell | 06/22/2022 | 100.00 |

**THIS PERMIT MUST BE POSTED ON THE ABOVE MENTIONED PREMISES**

**STATEMENT**

I HEREBY ACKNOWLEDGE THAT: I HAVE READ THIS APPLICATION, THAT THE INFORMATION GIVEN IS CORRECT, AND THAT I AM THE OWNER OR DULY AUTHORIZED TO ACT IN THE OWNER'S BEHALF AND AS SUCH HEREBY AGREE TO COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE FIRE PREVENTION CODE.

Signature Title

**DO NOT WRITE BELOW THIS LINE**

COMMENTS:

APPROVED BY FIRE OFFICIAL DATE

WHERE APPLICABLE - SEPARATE PERMITS ARE REQUIRED FOR BUILDING CONSTRUCTION ACTIVITY INCLUDING ELECTRICAL, PLUMBING, AND MECHANICAL INSTALLATIONS.

Attachment: TVCC (RES-2022-627 : Fireworks Permit - Transit Valley Country Club - July 4Th)

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26071 **RESOLUTION 2022-628** **ADOPTED**

# Fireworks Permit - Country Club of Buffalo - July 4Th

Request for fireworks permit on July 4, 2022 at approximately 9:30PM at Country Club of Buffalo, 250 Youngs Road with the following conditions:

1. That the Spectators, parking areas and dwellings be 350 feet from the fireworks discharge location for vertical mortars. (max 5 inch shells)
2. That one (1) 5-lb ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on the site layout.
3. That the trajectory of shells shall not come within 25 feet of overhead objects.
4. That the actual shooters listed on the application be present at the site or a substitute shooters list be submitted five (5) or more days prior to the event.
5. If you would like to start the display earlier than the time proposed you must call 689-1212 before starting to be approved by our office.
6. Display shall follow NFPA 1123-2018 & IFC 2020.
7. The Amherst Town Board shall designate a time when the Fireworks display must conclude.
8. Crowds over 1000 people a crowds managers as per the International Fire Code.

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

$100.00 permit fee is paid.

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

TOWN OF AMHERST
BUILDING DEPARTMENT
ERIE COUNTY, NEW YORK
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

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

BRIAN P. ANDRZEJEWSKI,
Commissioner of Building

# Memorandum

**DATE:** June 22, 2022

**TO:** Francina Spoth, Town Clerk

**FROM:** Bryan W. Parnell, Senior Fire Inspector

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

**DATE & TIME:** Monday July 4, 2022 @ 9:30 PM

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

1) That the Spectators, parking areas and dwellings be 350 feet from the fireworks discharge location for vertical mortars. (max. 5 inch shells)
2) That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
3) That the trajectory of shells shall not come within 25 feet of overhead objects.
4) That the actual shooters listed on the application be present at the site or a substitute shooters list be submitted five (5) or more days prior to the event
5) If you would like to start the display earlier than the time proposed you must call 689-1212 before starting to be approved by our office.
6) Display shall follow NFPA 1123-2018 & IFC 2020.
7) The Amherst Town Board shall designate a time when the Fireworks display must conclude.
8) Crowds over 1000 people require a crowd managers as per the International Fire Code.

Bryan W. Parnell

Senior Fire Inspector
Fire Safety Division

X:\DOCS\BWP\fireworks display\2021\250 Youngs Rd - Buffalo CC 7-4-2021.docx

Attachment: DOC062222-06222022131943 (RES-2022-628 : Fireworks Permit - Country Club of Buffalo - July 4Th)

Town of Amherst, 5583 Main St., Williamsville, NY 14221 PH: 716-631-7045 FX: 716-631-7152

# APPLICATION FOR FIREWORKS DISPLAY

The undersigned hereby makes application to the Town Board of the Town of Amherst to acquire a license pursuant to Chapter 68 (Amusements) of the Code of the Town of Amherst for the public display of fireworks in the Town of Amherst, Erie County, New York:

1. Name of individual/company sponsoring the display and the names of the persons actually to be in charge of the firing of the display areas: Country Club of Buffalo

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

   Monday, July 4, 2022 for 4th of July holiday
3. Exact location planned for the display:

   Country Club of Buffalo golf course, below 18th hole
4. Age, experience and physical characteristics of individuals who are to discharge fireworks:

   Jerry Behlau- eyes (haz), hair (gry), hgt (6'3")

   Kevin Morse- male over age of 18, eyes (BL), no hair
5. Number and kind of fireworks to be discharged (include largest shell size):

   Approx. 225 misc. 1.3G and 1.4G shells with the largest size of 5" (350' radius)
6. Manner and place of storage of these fireworks prior to the display:

   With Young Explosives at all times.
7. Attached is a diagram of the grounds on which the display is to be held. This diagram shows the point at which the fireworks are to be discharged, the location of all the buildings, highways, and other lines of communications in addition to the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone lines or other overhead obstructions.
8. This application shall be accompanied by a bond or policy of public liability insurance with a limit of $3,000,000 for personal injuries and $1,000,000 for property damage and proof of Workers' Compensation Insurance.
9. This application for a Fire Prevention Operating Permit (Code 52) must be accompanied by a check in the amount of $90 made out to "Town of Amherst".

Date: 5/18/22

Company, Corporation or Individual

James R. Young on behalf of Country Club of Buffalo

By: James R Young

STATE OF NEW YORK

Monroe COUNTY

TOWN OF Brighton

Sworn to before me this 19 day of May 2022

Jenniffer Beals

Notary Public

JENNIFFER BEALS
Notary Public, State of New York
Wayne County Reg. #01BE6190250
Commission Expires 07/21/2024

9.30.09

Attachment: DOC062222-06222022131943 (RES-2022-628 : Fireworks Permit - Country Club of Buffalo - July 4Th)




Country Club of Buffalo
Max Shell Size 5" (350' radius)

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

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

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

| | | | |
|---|---|---|---|
| Direct ATF Correspondence To | ATF - Chief, FELC<br>244 Needy Road<br>Martinsburg, WV 25405-9431 | License/Permit Number | **6-NY-069-21-4K-00338** |
| Chief, Federal Explosives Licensing Center (FELC) | Mama Howard | Expiration Date | **October 1, 2024** |

Name
YOUNG EXPLOSIVES CORP

**Premises Address** (Changes? Notify the FELC at least 10 days before the move.)
**2165 NEW MICHIGAN ROAD**
**CANANDAIGUA, NY 14424-0000**

Type of License or Permit
21-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Licensee/Permittee Responsible Person Signature

President
Position/Title

James R. Young
Printed Name

11/4/2021
Date

Mailing Address (Changes? Notify the FELC of any changes.)

YOUNG EXPLOSIVES CORP
PO BOX 18653
ROCHESTER, NY 14618-0000

Previous Edition is Obsolete

YOUNG EXPLOSIVES CORP:2165 NEW MICHIGAN ROAD:14424:6-NY-069-21-4K-00338:October 1, 2024:21-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

**Federal Explosives Licensee (FEL) Customer Service Information**

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

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

ATF Homepage: www.atf.gov

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

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

*(Continued on reverse side)*

Cut Here ✂

**Federal Explosives License/Permit (FEL) Information Card**

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

Business Name:

License/Permit Number: **6-NY-069-21-4K-00338**

License/Permit Type: **21-MANUFACTURER OF EXPLOSIVES**

Expiration: **October 1, 2024**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

For Permit Use Only

Attachment: DOC062222-06222022131943 (RES-2022-628 : Fireworks Permit - Country Club of Buffalo - July 4Th)

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

# CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^^^^^^ 160900107
YOUNG EXPLOSIVES CORP
P O BOX 18653
ROCHESTER NY 14618

SCAN TO VALIDATE
AND SUBSCRIBE

| POLICYHOLDER | CERTIFICATE HOLDER |
|---|---|
| YOUNG EXPLOSIVES CORP<br>P O BOX 18653<br>ROCHESTER NY 14618 | YOUNG EXPLOSIVES CORPORATION<br>PO BOX 18653<br>ROCHESTER NY 14618-1461 |

| POLICY NUMBER | CERTIFICATE NUMBER | POLICY PERIOD | DATE |
|---|---|---|---|
| R 400 999-9 | 82418 | 01/01/2022 TO 01/01/2023 | 1/18/2022 |

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 400 999-9, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

**IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.**

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
JAMES YOUNG
1 OF 1 EXECUTIVE OFFICER OF
YOUNG EXPLOSIVES CORP

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 5 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 602335871

U-26.3



Attachment: DOC062222-0622202131943 (RES-2022-628 : Fireworks Permit - Country Club of Buffalo - July 4Th)

STATE OF NEW YORK
DEPARTMENT OF LABOR

DIVISION OF
SAFETY AND HEALTH

# LICENSE TO DEAL IN OR MANUFACTURE EXPLOSIVES

**Expires:** 2/28/2023

Young Explosives Corporation
PO Box 18653
Rochester, NY 14618

James R. Young

**THIS LICENSE MUST BE POSTED IN YOUR PLACE OF BUSINESS**

**License No D-2316**

is hereby licensed to deal in or manufacture explosives in compliance with the requirements of the Labor Law and Industrial Code Rules. Any change in the conditions under which this license is granted may cause it to be revoked.

**Eileen M. Franko, Acting Director** **FOR**
**THE COMMISSIONER OF LABOR**

Every person selling, delivering or giving away any explosives must keep at the principal place of business within the state, a record of each transaction, including:

1) the NAME or TYPE and QUANTITY of explosives SOLD, DELIVERED or GIVEN. Note: No license is needed to purchase smokeless powder, or black powder in quantities not exceeding five pounds for use in firing antique firearms or artifacts or replicas thereof. However, dealers MUST post all such transactions on the "Dealer-Manufacturer Report of Explosives Transactions".

2) the DATE OF EACH SALE, DELIVERY or GIFT.

3) the NAME, LICENSE NUMBER, and BUSINESS ADDRESS of the purchaser, donee, or person to whom the explosives were delivered and the firm, if any, represented by such person.

4) the NAME, ADDRESS, and LICENSE NUMBER of the person TAKING THE EXPLOSIVES AWAY from the seller or donor.

SH-862 (5-98)

Attachment: DOC062222-0622022131943 (RES-2022-628 : Fireworks Permit - Country Club of Buffalo - July 4Th)

NEW YORK STATE | Workers' Compensation Board

# CERTIFICATE OF INSURANCE COVERAGE
## DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

| | |
|---|---|
| 1a. Legal Name & Address of Insured (use street address only)<br>YOUNG EXPLOSIVES CORP.<br>2165 NEW MICHIGAN ROAD<br>CANANDAIGUA, NY 14424<br><br>Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)* | 1b. Business Telephone Number of Insured<br>(585) 394-1783<br><br>1c. Federal Employer Identification Number of Insured or Social Security Number<br>160900107 |
| 2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)<br>YOUNG EXPLOSIVES CORPORATION<br>P.O. BOX 18653<br>ROCHESTER, NY 14618 | 3a. Name of Insurance Carrier<br>**New York State Insurance Fund (NYSIF)**<br>3b. Policy Number of Entity Listed in Box "1a"<br>DBL 6163 63 - 9<br>3c. Policy effective period<br>04/01/2021 to 04/01/2023 |

4. Policy provides the following benefits:
- ☒ A. Both disability and paid family leave benefits
- ☐ B. Disability benefits only
- ☐ C. Paid family leave benefits only

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

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

Date Signed 4/1/2022 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier,this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)**

## State of New York
## Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

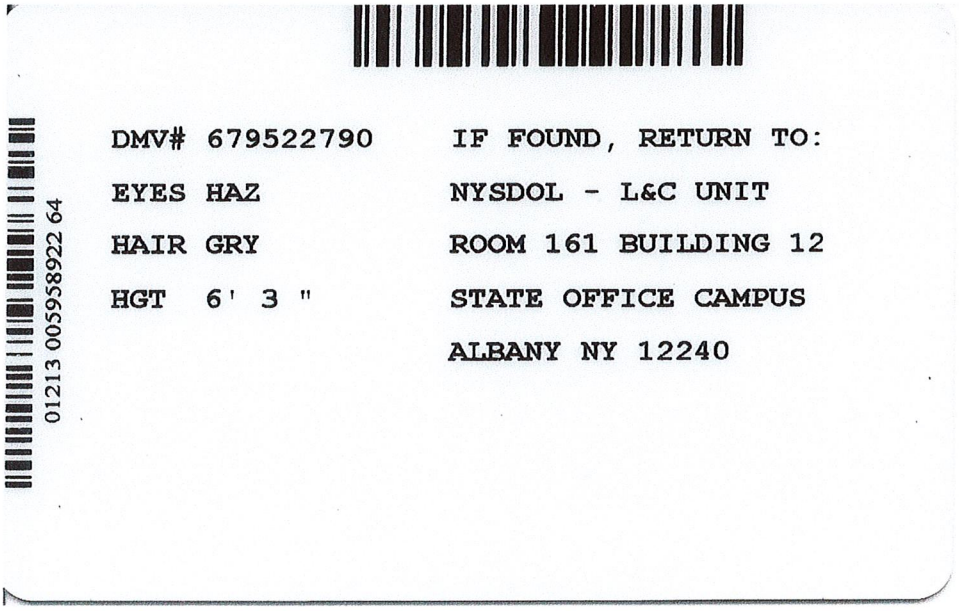
***Please Note:*** *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

**Certificate Number 682174**

Attachment: DOC062222-06222022131943 (RES-2022-628 : Fireworks Permit - Country Club of Buffalo - July 4Th)




Attachment: DOC062222-06222022131943 (RES-2022-628 : Fireworks Permit - Country Club of Buffalo - July 4Th)

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

# FIRE PREVENTIO / OPERATING PERMI

| APPLICATION DATE | DATE ISSUED | EXPIRATION DATE | PERMIT NUMBER |
|---|---|---|---|
| 06/22/2022 | 06/22/2022 | 12/22/2022 | FP-2022-0067 |

| APPLICANT | ADDRESS | PHONE NUMBER |
|---|---|---|
| Youngs Explosives Corporation | PO Box 18653 Rochester | 585-394-1783 |

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

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

**7/4/2022 at approx 9:30 PM**
**Fireworks display**
**Must comply with IFC 2020 and NFPA**
**5 Inch shell max (350 foot clearance)**
**Fire Extinguishers Required**
**Amherst Town Board shall set a time for the display to conclude**

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

| APPROVED BY FIRE OFFICIAL | DATE | FEE PAID |
|---|---|---|
| By W Dale | 06/22/2022 | 100.00 |

**THIS PERMIT MUST BE POSTED ON THE ABOVE MENTIONED PREMISES**

**STATEMENT**

I HEREBY ACKNOWLEDGE THAT: I HAVE READ THIS APPLICATION, THAT THE INFORMATION GIVEN IS CORRECT, AND THAT I AM THE OWNER OR DULY AUTHORIZED TO ACT IN THE OWNER'S BEHALF AND AS SUCH HEREBY AGREE TO COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE FIRE PREVENTION CODE.

Signature Title

DO NOT WRITE BELOW THIS LINE

COMMENTS:

APPROVED BY FIRE OFFICIAL DATE

WHERE APPLICABLE - SEPARATE PERMITS ARE REQUIRED FOR BUILDING CONSTRUCTION ACTIVITY INCLUDING ELECTRICAL, PLUMBING, AND MECHANICAL INSTALLATIONS.

Attachment: DOC062222-0622202131943 (RES-2022-628 : Fireworks Permit - Country Club of Buffalo - July 4Th)

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 26043 **RESOLUTION 2022-629** **ADOPTED**

# Budget Transfers and Amendments

**For June 27, 2022 Town Board Agenda**

To: Town Board
From: Office of Town Comptroller
Date: 6/22/2022
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 - 2022***

| ***FROM:*** | ***TO:*** |
|---|---|
| N2123.4000 Contractual $20,000 | N2157.1000 Personal Services $18,578.73<br>N2157.8030 FICA $1,421.27 |
| *To record a budget transfer from CDBG & Vg. Program Income to CDBG Payroll Program Income.* | |
| A1900.4000 Contingency $54,312.00 | A1230.1000 Personal Services $45,642.00<br>A1230.8030 FICA $3,492.00<br>A1230.8050 Health Ins. $4,930.00<br>A1230.8051 Dental $222.00<br>A1230.8052 Vision $26.00 |
| *To transfer funds from contingency to Economic Development for new hire.* | |
| A1990.4000 Contingency $25,000.00 | A1620.1000 Personal Service $23,223.41<br>A1620.8030 FICA $1,776.59 |
| *To transfer funds contingency to Building Maintenance to supplement new hire assigned to KP2204 Amherst Central Park.* | |
| N2044.4000 Cheektowaga HOME $17,349.00 | N2047.4000 Closing Cost Assist $17,349.00 |
| *Requested per department.* | |
| G9916.1000 Personal Services $95,989.91<br>G9916.8030 FICA $7,343.23<br>G9916.4090 Professional Services $40,616.86 | G9916.4900 Plant Contracts $143,950.00 |
| *To transfer funds from personal services to Plant Contracts for engineering support services under CRS# 3451.* | |

***BUDGET AMENDMENTS - 2022***

| ***INCREASE:*** | ***INCREASE:*** |
|---|---|
| N2123.02785 CDBG & VG PI $170.00 | N2123.4000 Contractual $170.00 |
| *To recognize Community Development program income from 169 Hillcrest, Amherst* | |
| A3649.04589 ARPA- Federal Emergency Aid $206,363.59 | A3649.2600 ARPA- Other $206,363.59 |
| *To increase the budget for Campbell Blvd Project using American Rescue Plan Act funds.* | |
| D5112.03507 State Aid - CHIPS $133,944.76 | D5112.2800 Paving - CHIPS $133,944.76 |
| *To record a budget amendment for State Aid for Pave Our Potholes (POP) program.* | |

N2140.02785 Amh HOME Rehab $18,626.85 N2140.4000 Contractual $18,626.85
N2154.02785 Amherst Admin- PI $2,069.65 N2154.4003 Admin $2,069.65
*To recognize Community Development program income from 321 Tennyson, Williamsville.*

KP2204.04589 ACP - Federal Emergency Aid $1,200,000 KP2204.1000 Personal Services $185,787.00
KP2204.8030 FICA $14,213.00
KP2204.4000 Contractual $100,000.00
KP2204.4971 Design $900,000.00
*To setup the budget up for ARPA Subrecipient for Amherst Central Park, CRS#3362.*

N2150.02785 Tonawanda HOME- PI $22,722.30 N2150.4000 Contractual $22,722.30
N2153.02785 Tonawanda Admin- PI $2,524.70 N2153.4003 Admin $2,524.70
*To recognize Community Development program income from 23 Westchester, Tonawanda.*

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

See descriptions.

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 26046 **RESOLUTION 2022-630** **ADOPTED**

# Accept Audit Period Ending 12/31/2021

The Town Board is requested to formalize the acceptance of the audit report for the year ended 12/31/2021. Drescher & Malecki LLP presented the year end to the Town Board on May 9, 2022. The Financial Statements are available on the Town's website.

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

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

N/A

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 26048 **RESOLUTION 2022-631** **ADOPTED**

# Closing Capital Projects

To facilitate the closing of capital projects (KP Fund) throughout the year, I am requesting approval from the Town Board to move excess capital projects funds through budget transfers into .9000 interfund transfers from expenditure lines in capital projects without coming back to the Town Board for approval for each transaction.

Interfund transfers for closed capital projects will be recorded in the appropriate fund and org account as interfund revenue and recorded as debt reserve fund balance for future principal and interst payments.

**6/27/2022**
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 25990 **RESOLUTION 2022-632** **ADOPTED**

# Award Bid #2022011 - PVC Pipe and Fittings - CRS #3440

**WHEREAS,** bids were opened on April 28, 2022 for Bid #2022011 for PVC Pipe and Fittings; and

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

**NOW, THEREFORE, BE IT RESOLVED,** the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Core and Main LP; and

**BE IT FURTHER RESOLVED**, the Town Board authorizes the Supervisor to sign the contract with Core and Main LP.

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

Town Wide; Various Accounts; Amount TBD

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

| | Bid #2022011 PVC Pipe and Fittings | | |
|---|---|---|---|
| | | VENDOR | Core & Main |
| Item # | U/M | Description | Unit Price |
| | | | |
| 1 | EA | 4" ANSI/AWWA C900 – DR18 Pipe (20' length) | $260.00 |
| 2 | EA | 6" ANSI/AWWA C900 – DR18 Pipe (20' length) | $520.00 |
| 3 | EA | 8" ANSI/AWWA C900 – DR18 Pipe (20' length) | $880.00 |
| 4 | EA | 10" ANSI/AWWA C900 – DR18 Pipe (20' length) | $1,300.00 |
| 5 | EA | 4" Hymax Coupling (or equal) | $360.00 |
| 6 | EA | 6" Hymax Coupling (or equal) | $475.00 |
| 7 | EA | 8" Hymax Coupling (or equal) | $536.00 |
| 8 | EA | 10" Hymax Coupling (or equal) | $729.00 |
| 9 | EA | 4" x 7.5" (4.74-5.14) S.S. Repair Clamp Ford Style FS1 (or equal) | $167.00 |
| 10 | EA | 4" x 12.5" (4.74-5.14) S.S. Repair Clamp Ford Style FS1 (or equal) | $268.00 |
| 11 | EA | 4" x 20" (4.74-5.14) S.S. Repair Clamp Ford Style FS1 (or equal) | $472.00 |
| 12 | EA | 6" x 7.5" (6.84-7.24) S.S. Repair Clamp Ford Style FS1 (or equal) | $201.00 |
| 13 | EA | 6" x 12.5" (6.84-7.24) S.S. Repair Clamp Ford Style FS1 (or equal) | $322.00 |
| 14 | EA | 6" x 20" (6.84-7.24) S.S. Repair Clamp Ford Style FS1 (or equal) | $585.00 |
| 15 | EA | 8" x 7.5" (8.99-9.39) S.S. Repair Clamp Ford Style FS1 (or equal) | $236.00 |
| 16 | EA | 8" x 12.5" (8.99-9.39) S.S. Repair Clamp Ford Style FS1 (or equal) | $378.00 |
| 17 | EA | 8" x 20" (8.99-9.39) S.S. Repair Clamp Ford Style FS1 (or equal) | $632.00 |
| 18 | EA | 10" x 7.5" (8.99-9.39) S.S. Repair Clamp Ford Style FS1 (or equal) | $325.00 |
| 19 | EA | 10" x 12.5" (8.99-9.39) S.S. Repair Clamp Ford Style FS1 (or equal) | $510.00 |
| 20 | EA | 10" x 20" (8.99-9.39) S.S. Repair Clamp Ford Style FS1 (or equal) | $783.00 |
| **PVC GRAVITY GASKETED SEWER PIPE AND FITTINGS (ASTM D3034 & ASTM F679)** | | | |
| 21 | EA | 4" SDR 35 (14' length) | $70.00 |
| 22 | EA | 6" SDR 35 (14' length) | $168.00 |
| 23 | EA | 8" SDR 35 (14' length) | $294.00 |
| 24 | EA | 10" SDR 35 (14' length) | $448.00 |
| 25 | EA | 12" SDR 35 (14' length) | $644.00 |
| 26 | EA | 15" SDR 35 (14' length) | $952.00 |
| 27 | EA | 18" PS 46 (14' length) | $1,498.00 |
| 28 | EA | 24" SDR 35 (13' length) or equal | $2,688.00 |
| 29 | EA | 30" SDR 35 (13' length) or equal | $4,550.00 |
| 30 | EA | 21" PS 46 (14' length) | $2,114.00 |
| 31 | EA | 4" FERNCO CLAY TO PVC (1002-44) | $7.00 |
| 32 | EA | 4" FERNCO PVC/PVC (1056-44) | $7.00 |
| 33 | EA | 4" FERNCO CLAY TO PLASTIC STRONG BACK RC 5000 (5002-44RC) | $42.00 |
| 34 | EA | 6" FERNCO CLAY/PVC (1002-66) | $13.00 |
| 35 | EA | 6" FERNCO PVC/PVC (1056-66) | $13.00 |
| 36 | EA | 6" FERNCO CLAY TO PLASTIC STRONG BACK RC 5000 (5002-66RC) | $71.00 |
| 37 | EA | 8" FERNCO CLAY/PVC (1002-88) | $20.00 |
| 38 | EA | 8" FERNCO PVC/PVC (1056-88) | $20.00 |
| 39 | EA | 8" FERNCO CONCRETE/PVC (1006-88) | $21.00 |
| 40 | EA | 8" FERNCO CLAY TO PLASTIC STRONG BACK RC 5000 (5002-88RC) | $81.00 |
| 41 | EA | 10" FERNCO CLAY/PVC (1002-1010) | $29.00 |
| 42 | EA | 10" FERNCO PVC/PVC (1056-1010) | $29.00 |
| 43 | EA | 10" FERNCO CONCRETE/PVC (1006-1010) | $29.00 |
| 44 | EA | 10" FERNCO CLAY TO PLASTIC STRONG BACK RC 5000 (5002-1010RC) | $105.00 |
| 45 | EA | 12" FERNCO CLAY/PVC (1002-1212) | $34.00 |
| 46 | EA | 12" FERNCO PVC/PVC (1056-1212) | $34.00 |

Attachment: Bid Tab 2022011 PVC Pipe and Fittings (RES-2022-632 : Award Bid #2022011 - PVC Pipe and Fittings - CRS #3440)

| | | VENDOR | Core & Main |
|---|---|---|---|
| Item # | U/M | Description | Unit Price |
| 47 | EA | 12” FERNCO CONCRETE/PVC (1006-1212) | $34.00 |
| 48 | EA | 12” FERNCO CLAY TO PLASTIC STRONG BACK RC 5000 (5002-1212RC) | $128.00 |
| 49 | EA | 15” FERNCO CLAY/PVC (1002-1515) | $57.00 |
| 50 | EA | 15” FERNCO PVC/PVC (1056-1515) | $57.00 |
| 51 | EA | 15” FERNCO CONCRETE/PVC (1006-1515) | $80.00 |
| 52 | EA | 15” FERNCO CLAY TO PLASTIC STRONG BACK RC 5000 (5002-1515RC) | $241.00 |
| 53 | EA | 18” FERNCO CLAY/PVC (1002-1818) | $126.00 |
| 54 | EA | 18” FERNCO PVC/PVC (1056-1818) | $126.00 |
| 55 | EA | 18” FERNCO CONCRETE/PVC (1006-1818) | $126.00 |
| 56 | EA | 18” FERNCO CLAY TO PLASTIC STRONG BACK RC 5000 (5002-1818RC) | $597.00 |
| 57 | EA | 21” FERNCO CLAY/PVC (1002-2121) | $148.00 |
| 58 | EA | 21” FERNCO PVC/PVC (1056-2121) | $148.00 |
| 59 | EA | 21” FERNCO CONCRETE/PVC (1006-2121) | $555.00 |
| 60 | EA | 24” FERNCO CONCRETE/PVC (1006-2424) | $629.00 |
| 61 | EA | 30” FERNCO CONCRETE/PVC (1006-3030) | $1,295.00 |
| 62 | EA | 4"x4”x4” SDR 35 STRAIGHT TEE (GxGxG) | $33.00 |
| 63 | EA | 6"x6”x6” SDR 35 STRAIGHT TEE (GxGxG) | $71.00 |
| 64 | EA | 8"x8”x6” SDR 35 STRAIGHT TEE (GxGxG) | $111.00 |
| 65 | EA | 10"x10”x6” SDR 35 STRAIGHT TEE (GxGxG) | $353.00 |
| 66 | EA | 12"x12”x6” SDR 35 STRAIGHT TEE (GxGxG) | $447.00 |
| 67 | EA | 4”x4”x4” SDR 35 WYE (GxGxG) | $36.00 |
| 68 | EA | 6”x6”x6” SDR 35 WYE (GxGxG) | $81.00 |
| 69 | EA | 8”x8”x6” SDR 35 WYE (GxGxG) | $127.00 |
| 70 | EA | 10”x10”x6” SDR 35 WYE (GxGxG) | $329.00 |
| 71 | EA | 12”x12”x6” SDR 35 WYE (GxGxG) | $480.00 |
| 72 | EA | 15”x15”x6” SDR 35 WYE (GxGxG) | $840.00 |
| 73 | EA | 4” - 1/16 BEND (22-1/2°) (SxG) SDR 35 | $20.00 |
| 74 | EA | 6” - 1/16 BEND (22-1/2°) (SxG) SDR 35 | $38.00 |
| 75 | EA | 8” - 1/16 BEND (22-1/2°) (SxG) SDR 35 | $122.00 |
| 76 | EA | 10” -1/16 BEND (22-1/2°) (SxG) SDR 35 | $311.00 |
| 77 | EA | 4” – 1/12 BEND (30°) (SxG) SDR 35 | $57.00 |
| 78 | EA | 6” – 1/12 BEND (30°) (SxG) SDR 35 | $103.00 |
| 79 | EA | 8” – 1/12 BEND (30°) (SxG) SDR 35 | $122.00 |
| 80 | EA | 10” – 1/12 BEND (30°) (SxG) SDR 35 | $311.00 |
| 81 | EA | 4” – 1/8 BEND (45°) (SxG) SDR 35 | $19.00 |
| 82 | EA | 6” – 1/8 BEND (45°) (SxG) SDR 35 | $37.00 |
| 83 | EA | 8” – 1/8 BEND (45°) (SxG) SDR 35 | $111.00 |
| 84 | EA | 10” – 1/8 BEND (45°) (SxG) SDR 35 | $296.00 |
| 85 | EA | 4” - 1/16 BEND (22-1/2°) (GxG) SDR 35 | $21.00 |
| 86 | EA | 6” - 1/16 BEND (22-1/2°) (GxG) SDR 35 | $41.00 |
| 87 | EA | 8” - 1/16 BEND (22-1/2°) (GxG) SDR 35 | $117.00 |
| 88 | EA | 10” - 1/16 BEND (22-1/2°) (GxG) SDR 35 | $320.00 |
| 89 | EA | 4” – 1/12 BEND (30°) (GxG) SDR 35 | $56.00 |
| 90 | EA | 6” – 1/12 BEND (30°) (GxG) SDR 35 | $101.00 |
| 91 | EA | 8” – 1/12 BEND (30°) (GxG) SDR 35 | $117.00 |
| 92 | EA | 10” – 1/12 BEND (30°) (GxG) SDR 35 | $320.00 |
| 93 | EA | 4” – 1/8 BEND (45°) (GxG) SDR 35 | $21.00 |
| 94 | EA | 6” – 1/8 BEND (45°) (GxG) SDR 35 | $42.00 |
| 95 | EA | 8” – 1/8 BEND (45°) (GxG) SDR 35 | $116.00 |
| 96 | EA | 10” – 1/8 BEND (45°) (GxG) SDR 35 | $300.00 |
| 97 | EA | 6" x 4" SDR35 REDUCING BUSHING (S x G) | $39.00 |

| | | VENDOR | Core & Main |
|---|---|---|---|
| Item # | U/M | Description | Unit Price |
| 98 | EA | 4" FERNCO RUBBER TEE SADDLE OR EQUAL (TST-4) | $55.00 |
| 99 | EA | 6" FERNCO RUBBER TEE SADDLE OR EQUAL (TST-6) | $72.00 |
| 100 | EA | 4" SDR35 CAPS | $7.00 |
| 101 | EA | 6" SDR35 CAPS | $20.00 |
| 102 | EA | 8" SDR35 CAPS | $52.00 |
| 103 | EA | 4" SDR35 PLUGS | $10.00 |
| 104 | EA | 6" SDR35 PLUGS | $16.00 |
| 105 | EA | 4”x4” PVC CLEANOUT W/COUNTERSUNK PLUG (HxFIPT) | $24.00 |
| 106 | EA | 6”x6” PVC CLEANOUT W/COUNTERSUNK /PLUG (HxFIPT | $83.00 |
| 107 | EA | 4” ALUMINUM PERFORATED VENT CAPS W/ADJUSTMENT SCREW | No Bid |
| 108 | EA | 6” ALUMINUM PERFORATED VENT CAPS W/ADJUSTMENT SCREW | No Bid |
| 109 | EA | 24” MARMAC COUPLER HDPE TO HDPE 3-STRAP | $361.00 |
| 110 | EA | 30” MARMAC COUPLER HDPE TO HDPE 3-STRAP | $436.00 |
| | | | |
| **NOTES:** | | | |

Attachment: Bid Tab 2022011 PVC Pipe and Fittings (RES-2022-632 : Award Bid #2022011 - PVC Pipe and Fittings - CRS #3440)

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 26058 **RESOLUTION 2022-633** **ADOPTED**

# Award Bid #2022015 - Food Service Products - CRS #3456, 3457, 3458

**WHEREAS,** bids were opened on June 2, 2022 for Bid #2022015 Food Service Products; and

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

**NOW, THEREFORE, BE IT RESOLVED,** the Town Board authorizes the Contract Compliance and Administration Department to award this bid to WB Mason, Agni Enterprises dba Head to Heels Safety Supplies, and Hill & Markes, Inc.; and

**BE IT FURTHER RESOLVED,** the Town Board authorizes the Supervisor to sign the contract with the above listed vendors; and

**BE IT FURTHER RESOLVED,** that the contracts are being awarded pending successful completion of the contract routing system due to the need for product.

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

Town-Wide; Various; Amount TBD

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

Bid #2022015 Food Service Products

| | | Low Bid | WB Mason | | | Agni Enterprises dba Head to Heels Safety Supplies | | | Hill & Markes, Inc. | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Item No.** | **Est. Quantity** | **CATALOG NO/DESCRIPTION** | **Mfg. Info / Product #/Packaging Info.** | **Unit Price Per Case** | **Est. Annual Cost** | **Mfg. Info / Product #/Packaging Info.** | **Unit Price Per Case** | **Est. Annual Cost** | **Mfg. Info / Product #/Packaging Info.** | **Unit Price Per Case** | **Est. Annual Cost** |
| 1 | 16,000 | Bowl, polystyrene black tall all purpose – 8 oz. | CSIDELICONT8 / 480CS | $35.31 | $1,177.00 | | NO BID | | Dart/Solo DRTB8SB - 504/CS | $231.25 | $7,341.27 |
| 2 | 16,000 | Lid for use with 8oz bowl – 8 oz. | CSIDELICONTLID / 500CS | $35.31 | $1,129.92 | | NO BID | | Dart/Solo DRTC816BDL - 504/CS | $124.16 | $3,941.59 |
| 3 | 7,500 | Bowl for hot liquids – 12 oz. | HUH71226 /1000CS | $124.92 | $936.90 | GFB6-1000 - 1000 Bowls/Case | $113.70 | $852.75 | Graphic Pkg/INPDFR0120CHM - 20/50/CS | $133.74 | $1,003.05 |
| 4 | 15,000 | Lid for use with bowl – 12 oz. | HUH71870 /1000CT | $193.03 | $2,895.45 | PL257-1001H3-1 - 500 Lids/Case | $118.50 | $3,555.00 | Graphic Packaging/INPLFRFH12 - 10/100/CS | $131.95 | $1,979.25 |
| 5 | 15,000 | Bowl with lip, plastic – 5 oz. | DCC5BWWFPK / 1000CT | $40.68 | $610.20 | | NO BID | | | NO BID | |
| 6 | 12,000 | Bowl with lip, plastic – 12 oz. | BWKBOWLHIPS12WH / 1000CT | $46.16 | $553.92 | | NO BID | | Pactiv/PACYMIF12E - 1000/CS | $147.08 | $1,764.96 |
| 7 | 15,000 | Bowl with lid for hot liquids, compostable – 8 oz. | KRI2340008 / 250CS | $84.66 | $5,079.60 | | NO BID | | | NO BID | |
| **8** | 15,000 | Compostable bowl – 6 oz. | **BTTBESC8PLA 8 oz. / 1000CT** | $107.71 | $1,615.65 | 175RB05 - 100/Case | $30.08 | $4,512.00 | | NO BID | |
| 9 | 15,000 | Bowl, heavy fiber – 12 oz. | CSIBOWL12BIO / 1000CT | $49.35 | $740.25 | BWKBOWLWF12 - 1,000/Carton | $137.58 | $2,063.70 | Dart/Solo SLO12BSCR - 1000/CS | $102.38 | $1,535.70 |
| **10** | 15,000 | Bowl, fiber – 6 oz. | **BTTBESC8PLA 8 oz. / 1000CT** | $107.71 | $1,615.65 | BO-SC-U6 - 1000 Count/Case | $179.98 | $2,699.70 | | NO BID | |
| 11 | 20,000 | Cup (clear) – 5.5 oz. | CSIPORCUP5C / 2500CT | $52.97 | $423.76 | P550N - 2500 Cups/Case | $170.49 | $1,363.92 | Dart/Solo SLOUR550100 - 2500/CS | $119.47 | $955.76 |
| 12 | 20,000 | Lid (clear cup) – 5.5 oz. | CSIPORLID3C / 2500CT | $35.31 | $282.48 | PL4N - 2500 Lids/Case | $107.85 | $862.80 | Dart/Solo SLOPL4 - 2500/CS | $53.06 | $424.48 |
| 13 | 20,000 | Plate, bagasse – 6” | CSIPLATE6BIO / 1000CS | $28.82 | $576.40 | BWKPLATEWF6 - 1,000/Carton | $68.67 | $1,373.40 | Dart/Solo SLO6PSC1R - 1000/CS | $68.59 | $1,371.80 |
| 14 | 13,000 | Plate, bagasse – 9” | CSIPLATE9BIO / 500CS | $36.40 | $946.40 | C29-3004 - 500 Plates/Case | $99.80 | $2,594.80 | Dart/Solo SLO9PSC1R - 500/CS | $78.52 | $2,041.52 |
| 15 | 30,000 | Plastic water cup – 5.5 oz. | CSWC5OZCPP2500 / 2500CT | $36.59 | $439.08 | | NO BID | | FABRI-KAL FABRK5 - 25/100/CS | $82.84 | $994.08 |
| 16 | 20,000 | Plastic water cup – 7 oz. | CSITRANSCUP7 / 2500CT | $52.97 | $423.76 | Y7 - 2500 Cups/Case | $212.48 | $1,699.84 | | NO BID | |
| 17 | 16,000 | Coffee cup, paper – 8 oz. | CSIHCWHIE8 / 1000CT | $37.70 | $603.20 | PHC8205CD - 1000 Cups/Case | $82.87 | $1,325.92 | Dart/Solo SLO378W2050 - 1000/CS | $81.74 | $1,307.84 |
| 18 | 16,000 | Sleeve for 8 oz. coffee cup | | NO BID | | 64301 - 1200 Sleeves/Case | $134.01 | $1,786.80 | Amercareroyal/ROYES1000N - 10/100/CS | $84.78 | $1,356.48 |
| 19 | 16,000 | Lid for 8 oz. coffee cup | HUH89434CT / 1000CT | $42.12 | $673.92 | DCC8FL - 1,000/Carton | $57.45 | $919.20 | Dart/Solo SLOTL38 - 10/100/CS | $121.66 | $1,946.56 |
| 20 | 7,000 | Coffee cup, paper – 12 oz. | CSIHCWHITE12 / 1000CT | $53.17 | $372.19 | PHC122050CD - 1,000 Cups/Case | $159.64 | $1,117.48 | Dart/Solo SLO412WN2050 - 1000/CS | $103.10 | $721.70 |
| 21 | 7,000 | Sleeve for 12 oz. coffee cup | BGC300904 / 1300CS | $64.25 | $345.96 | R-GNRC-DADE-0713 - 1200 Sleeves/Case | $102.60 | $598.50 | Amercareroyal/ROYES1000N - 10/100/CS | $84.78 | $593.46 |
| 22 | 7,000 | Lid for 12 oz. coffee cup | CSIHCLID1024BK / 1000CT | $37.66 | $263.62 | 9542500DX - 500/Case | $65.65 | $919.10 | Dart/Solo SLOTLP316007 - 10/100/CS | $76.13 | $532.91 |
| 23 | 3,000 | Tumbler (punch cup) – 5 oz. | CSITRANSCUP5 / 150CT | $47.08 | $941.60 | | NO BID | | WNA/COMT5S - 20/50/CS | $107.97 | $323.91 |
| 24 | 1,000 | Combo frozen container – 24 oz. | CSIPP24ROU / 150CT | $26.02 | $173.47 | | NO BID | | | NO BID | |
| 25 | 1,000 | Container, plastic hinge 10.5”x9.5” – 3 compartment dual hinge | CSI9X9MFPPH3 / 150CT | $40.78 | $271.87 | DC109310B000 - 132/Carton | $402.02 | $3,045.61 | PACTIV/PACDC109310B - 132/CS | $157.11 | $1,190.23 |



Attachment: Bid Analysis 2022015 Food Service Products (RES-2022-633 : Award Bid #2022015 - Food Service Products - CRS #3456, 3457,

| | | Low Bid | WB Mason | | | Agni Enterprises dba Head to Heels Safety Supplies | | | Hill & Markes, Inc. | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Est. Quantity | CATALOG NO/DESCRIPTION | Mfg. Info / Product #/Packaging Info. | Unit Price Per Case | Est. Annual Cost | Mfg. Info / Product #/Packaging Info. | Unit Price Per Case | Est. Annual Cost | Mfg. Info / Product #/Packaging Info. | Unit Price Per Case | Est. Annual Cost |
| 26 | 600 | Container, paper hinged 9”x9” - 1 compartment fiber | CSI9X9BIO / 200 CT | $41.08 | $123.24 | | NO BID | | NP&PC/HNM991WHY - 150/CS | $65.28 | $261.12 |
| 27 | 600 | Container, paper hinged 9”x9” - 3 compartment fiber | CSI9X9BIO3 / 200CT | $41.08 | $123.24 | EP-HC93 - 200/Case | $148.01 | $444.03 | NP&PC/HNM993WY - 150/CS | $65.28 | $261.12 |
| 28 | 750 | Container, plastic black/clear, medium weight, 3 compartment, 9”x9”x3” | ANZ4699931 / 100CT | $88.10 | $660.75 | 919019-PM94 - 100 Containers/Case | $242.45 | $1,818.38 | GENPAK LLC/GENPV203CO - 150/CS | $110.02 | $550.10 |
| 29 | 600 | Container, plastic hinged, 3 compartment, 8.5”x8.5” | CSI8X8MFPPH3 / 150CT | $36.76 | $147.04 | DCCC90PST3 - 125/Pack, 2 packs/Carton | $174.27 | $418.25 | PACTIV/PACDC858330B000 - 150/CS | $106.46 | $425.84 |
| 30 | 600 | Container, plastic hinged, clear top/black bottom, 8/5”x8.5”, 3 compartment lid and 3 compartment base | ANZ4699931 / 100CT | $88.10 | $528.60 | | NO BID | | PACTIV/PACDC858330B000 - 150/CS | $106.46 | $425.84 |
| 31 | 800 | Container, plastic deli, translucent with lid - 16 oz. | CSIDCC16PP240 / 240CT | $27.54 | $91.80 | APCOMBO16 - 250 Sets/Case | $120.16 | $384.51 | FABRI-KAL/FABPK16SC. - 10/50/CS FABPLID - 10/50/CS | $130.24 | $208.38 |
| 32 | 800 | Container, plastic deli, translucent with lid - 32 oz. | CSIDCC32PP240 / 240CT | $38.72 | $129.07 | APCOMBO32 - 250 Sets/Case | $165.31 | $528.99 | FABRI-KAL FABPK32TC - 20/25/CS FABPELID - 10/50/CS | $170.39 | $272.62 |
| 33 | 1,200 | Container, plastic clear clamshell, medium, 8”x8”x3” | DPKPXT880 / 250CT | $60.78 | $291.74 | DCCC90PST1 - 250/Carton | $176.09 | $845.23 | DART/SOLO DRTC90PST1 - 250/CS | $93.35 | $448.08 |
| 34 | 1,200 | Container with lid, 6”x6”x3” | CSIPETCTR6X6 / 500CS | $54.38 | $130.51 | DCC60HT1 - 500/Carton | $89.62 | $215.09 | | NO BID | |
| 35 | 15,000 | Container, plastic microwavable black with lid - 24 oz. | CSIPP24ROU / 150CT | $26.02 | $2,602.00 | NC723B - 150 Sets/Case | $201.59 | $20,159.00 | KARI-OUT TRPSR723B - 150/CS | $47.66 | $4,766.00 |
| 36 | 65,000 | Container, foil takeout with lid, 3 compartment | WPPP73930CP / 250CS | $76.01 | $19,762.60 | 21035L250 - 250/Carton | $247.20 | $64,272.00 | | NO BID | |
| 37 | 3,600 | Container with lid 12 oz. - 5 ½”x4 7/8”x 2” | CSIPP12REC / 150CS | $17.35 | $416.40 | DCCCH12DEF - 100/Bag, 2 Bags/Case | $80.32 | $1,445.76 | KARI-OUT TRPMT6110B - 150/CS | $33.71 | $809.04 |
| 38 | 6,000 | Tray, paper, food - 8 oz. | SQP8708 / 1000CS | $38.15 | $228.90 | BWK30LAG050 - 1,000/Carton | $52.79 | $316.74 | | NO BID | |
| 39 | 8000 | Tray, pulp, food white - 3 lbs. | HUH10405CT / 500CT | $67.82 | $1,085.12 | KL300W8 - 500 Trays/Case | $54.95 | $879.20 | | NO BID | |
| 40 | 1,400 | Pan foil steam table: half, deep | CSIFLSTEAMHSD / 100CS | $29.85 | $417.90 | 634260Y - 100 Pans/Case | $171.40 | $2,399.60 | DURABLE DRB420045 - 100/CS | $78.45 | $1,098.30 |
| 41 | 1,400 | Pan foil steam table: full, deep 3.375” | CSIFLSTEAMFSD / 50CS | $60.25 | $1,687.00 | 2019-00-50 - 50 Pans/Case | $137.20 | $3,841.60 | DURABLE DRBFS790070 - 50/CS | $111.63 | $3,125.64 |
| 42 | 15,000 | 9 oz. plastic cold cups (weight 33.3) | CSITRANSCUP9 / 2500CT | $64.74 | $388.44 | BWKTRANSCUP9CST - 100 Cups/Sleeve, 25 Sleeves/Carton | $109.78 | $658.68 | FABRI-KAL FABKC90F - 20/50/CS | $106.84 | $1,602.60 |
| 43 | 25,000 | 7 oz. plastic cold cups (weight 23.5) | CSITRANSCUP7 / 2500CT | $52.97 | $529.70 | DCCY7 - 100 Sleeve, 25 Sleeves/Case | $203.64 | $2,036.40 | FABRI-KAL FABNC7 - 20/50/CS | $108.88 | $2,722.00 |
| 44 | 15,000 | 5 oz. plastic cold cups (weight 20) | CSITRANSCUP5 / 2500CT | $47.08 | $282.48 | Y5 - 2500 Cups/Case | $182.10 | $1,092.60 | | NO BID | |
| 45 | 10,000 | 9" paper plates | SGV4212860 / 1000CS | $28.31 | $283.10 | AJMPP9GREWH - 100/Pack, 10 Packs/Carton | $51.92 | $519.20 | ASPEN ASP121005 - 12/100/CS | $43.00 | $358.33 |
| 46 | 20,000 | 6" paper plates | SVG421278 / 1000CT | $18.09 | $361.80 | AJMPP6AJKWH - 100 Bulk Pack, 10 Packs/Carton | $32.49 | $649.80 | ASPEN ASP10106 - 10/100/CS | $21.94 | $438.80 |
| 47 | 10,000 | 12 oz. paper bowls | CSIBOWL12BIO / 1000CT | $49.35 | $493.50 | SX12PATH - 1000 Bowls/Case | $136.55 | $1,365.50 | DART/Solo SLO12SBD - 1000/CS | $167.24 | $1,672.40 |
| 48 | 50,000 | ¼ fold 1-ply lunch napkins | MORL12500 / 6000CT | $28.12 | $234.33 | D712MS - 8000 Napkins/Case | $34.90 | $218.13 | MORCON MOR1250MS - 6000/CS | $42.27 | $352.25 |
| 49 | 15,000 | White plastic spoons, loose | CSIMWPPTEASPWH / 1000CS | $7.73 | $115.95 | DXETH207 - 100/Box | $106.73 | $16,009.50 | NP&PC NPP406014 - 1000/CS | $13.90 | $208.50 |

Attachment: Bid Analysis 2022015 Food Service Products (RES-2022-633 : Award Bid #2022015 - Food Service Products - CRS #3456, 3457,

| | | Low Bid | WB Mason | | | Agni Enterprises dba Head to Heels Safety Supplies | | | Hill & Markes, Inc. | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Est. Quantity | CATALOG NO/DESCRIPTION | Mfg. Info / Product #/Packaging Info. | Unit Price Per Case | Est. Annual Cost | Mfg. Info / Product #/Packaging Info. | Unit Price Per Case | Est. Annual Cost | Mfg. Info / Product #/Packaging Info. | Unit Price Per Case | Est. Annual Cost |
| 50 | 15,000 | White plastic forks, loose | CSIMWPPFORKWH / 1000CS | $7.73 | $115.95 | 309920 - 1000 Forks/Case | $62.82 | $942.30 | NP&PC NPP406010 - 1000/CS | $13.90 | $208.50 |
| 51 | 10,000 | White plastic knives, loose | CSIMWPPKNIFEWH / 1000CS | $7.73 | $77.30 | KM217 - 1000 Knives/Case | $53.32 | $533.20 | NP&PC NPP406017 - 1000/CS | $13.90 | $139.00 |
| 52 | 15,000 | White plastic spoons, individually wrapped | CSIMWPPTSOONWRAP / 1000CS | $10.38 | $155.70 | S-18496 - 1000/Case | $60.71 | $910.65 | NP&PC NPP406025 - 1000/CS | $21.33 | $319.95 |
| 53 | 15,000 | White plastic forks, individually wrapped | CSIMWPPFOKWRAP / 1000CS | $10.38 | $155.70 | 309920 - 1000 Forks/Case | $62.82 | $942.30 | NP&PC NPP406023 - 1000/CS | $21.33 | $319.95 |
| 54 | 10,000 | White plastic knives, individually wrapped | CSWIWKPPWP1000 / 1000CS | $13.92 | $139.20 | 309921 - 1000 Knives/Case | $55.11 | $551.10 | NP&PC NPP406026 - 1000/CS | $21.33 | $213.30 |
| 55 | 30,000 | Bag, paper for silverware, approx. 3”x10” | BGC300039 / 2000CT | $35.97 | $539.55 | PB10 - 2000 Bags/Case | $43.19 | $647.85 | NO BID | NO BID | |
| 56 | 3,000 | Cutlery kit, white – knife, fork, spoon, napkin, salt & pepper | CSW6PCKWPP250 / 250CS | $13.59 | $163.08 | 312089 - 250 Kits/Case | $64.83 | $777.96 | NP&PC NPP414023 - 250/CS | $28.83 | $345.96 |
| 57 | 3,000 | Cutlery kit, biodegradable – knife, fork, spoon, napkin | ECOEPS005 / 250CT | $83.67 | $1,004.04 | | NO BID | | NO BID | NO BID | |
| 58 | 1,440 | Paper towel roll, 2-ply, 85 sheets/roll | HVN410130 / 32CT | $21.23 | $955.35 | BWK6272 - 85 Sheets/Roll, 30 Rolls/Carton | $58.44 | $2,805.12 | Cascades CASK085 - 30/CS | $22.24 | $1,067.52 |
| 59 | 30 | Tissues, 100 sheets/box | MRC2930 / 30CT | $17.58 | $17.58 | BWK6500B - 100 Sheets/Box, PK 30 | $54.44 | $54.44 | Georgia Pacific GPF48580 - 30/100/CS | $51.53 | $51.53 |
| 60 | 250 | Disinfecting wipes, 8”x7”, 75/container | DRE50600803001 / 6CT | $19.94 | $830.83 | CLO15949EA - 75/Canister | $34.90 | $8,725.00 | Clorox CLX15949 - 6/CS | $33.20 | $1,383.33 |
| 61 | 6 | 12” aluminum foil, 1000-foot roll | CSIFL121000SD / 1BX | $19.91 | $119.46 | GEN7112 - 6/CT | $322.08 | $322.08 | Western Plastics WES244 - 1 Roll | $36.68 | $220.08 |
| 62 | 6 | 18” aluminum foil, 1000-foot roll | CSWF18000SD / 1RL | $39.05 | $234.30 | BWK7116 - 1/CT | $133.56 | $801.36 | Western Plastics WES293 - 1 Roll | $63.32 | $379.92 |
| 63 | 6 | 12” plastic wrap, 1000-foot roll | IBSFSW1202K / 1EA | $12.75 | $76.50 | | NO BID | | Western Plastics WES122 1 Roll - 2000 FT | $19.23 | $57.69 |
| 64 | 6 | 12” wax paper, 750-foot roll | | NO BID | | | NO BID | | Bagcraft PPC053612 - 6/CS | $324.69 | $324.69 |
| 65 | 5,000 | 1 oz. paper portion cups | CSIPORCUP1C / 2500CS | $20.01 | $40.02 | F100 - 5000 Cups/Case | $108.47 | $108.47 | NP&PC NPP02011 - 2500/CS | $28.43 | $56.86 |
| 66 | 5,000 | 4.5 oz. paper cone cups | CSIPPRCONECUP5 / 5000CS | $61.63 | $61.63 | 094007 - 5000 Cups/Case | $87.98 | $87.98 | Dart/Solo SLO4RX - 5000/CS | $126.59 | $126.59 |
| 67 | 1,500 | Quart storage bags (1.75 mil) – clear plastic zipper seal | LDD460 / 1000CT | $22.62 | $33.93 | WBIZIP1QS500 - 500/Case | $61.56 | $184.68 | Americareroyal ROYZBQ78 - 500/CS | $42.48 | $127.44 |
| 68 | 1,500 | Gallon storage bags (1.75 mil) - clear plastic zipper seal | ELKF21012G / 250CS | $19.48 | $116.88 | | NO BID | | Amercareroyal ROYZBG1011 - 250/CS | $38.90 | $233.40 |
| 69 | 2,000 | Sandwich bags (1.15 mil) – clear plastic zipper seal | ELKHD07 / 2000CS | $11.69 | $11.69 | WIZIP1SS500 - 500/Case | $47.73 | $190.92 | Amercareroyal ROYZBS66 - 500/CS | $24.48 | $97.92 |
| 70 | 5,000 | Food service stretch poly gloves – clear, large, polyethylene | CSWPELHD1010100 / 10000CS | $63.12 | $31.56 | PGLOVE-L-500 - 500 Gloves per box, 4 boxes per case, 5 cases per Master Case | $75.65 | $37.83 | NO BID | NO BID | |
| 71 | 30,000 | Aprons, plastic | SADAP12528X46 / 100BX | $6.27 | $1,881.00 | P2442/2442 - 1000 Aprons/Case | $74.70 | $2,241.00 | Foodhandler ISL250011 - 10/100/CS | $80.31 | $2,409.30 |
| 72 | 36,000 | Vinyl powder free gloves, extra large | NWLVGPCPFGXL / 100BX | $2.94 | $1,058.40 | VPF68100 - 100 Gloves/Box, 10 Boxes/Case | $55.26 | $1,989.36 | Foodhandler ISL 102218 - 10/100/CS | $45.60 | $1,641.60 |
| 73 | 36,000 | Vinyl powder free gloves, large | NWLVGPCPFGL / 100BX | $2.94 | $1,058.40 | VPF68100 - 100 Gloves/Box, 10 Boxes/Case | $48.18 | $1,734.48 | Foodhandler ISL 102216 - 10/100/CS | $45.60 | $1,641.60 |
| 74 | 36,000 | Vinyl powder free gloves, medium | NWLVGPCPFGM / 100BX | $2.94 | $1,058.40 | VPF64100 - 100 Gloves/Box, 10 Boxes/Case | $48.18 | $1,734.48 | Foodhandler IS 102214 - 10/100/CS | $45.60 | $1,641.60 |
| 75 | 36,000 | Vinyl powder free gloves, small | NWLVGPCPFGS / 100BX | $2.94 | $1,058.40 | VPF62100 - 100 Gloves/Box, 10 Boxes/Case | $48.18 | $1,734.48 | Foodhandler ISL 102212 - 10/100/CS | $45.60 | $1,641.60 |
| 76 | 8 | Parchment Paper 16”x24” – case of 1,000 sheets | GENPANLINER / 1000CT | $37.31 | $298.48 | 162-1 - 1000/Case | $194.79 | $1,558.32 | Bagcraft PPC030025 - 1000/CS | $73.62 | $588.96 |



Attachment: Bid Analysis 2022015 Food Service Products (RES-2022-633 : Award Bid #2022015 - Food Service Products - CRS #3456, 3457,

| | | Low Bid | WB Mason | | | Agni Enterprises dba Head to Heels Safety Supplies | | | Hill & Markes, Inc. | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Item No.** | **Est. Quantity** | **CATALOG NO/DESCRIPTION** | **Mfg. Info / Product #/Packaging Info.** | **Unit Price Per Case** | **Est. Annual Cost** | **Mfg. Info / Product #/Packaging Info.** | **Unit Price Per Case** | **Est. Annual Cost** | **Mfg. Info / Product #/Packaging Info.** | **Unit Price Per Case** | **Est. Annual Cost** |
| 77 | 13,000 | Shopping bag with handles, brown paper 12”x9”x15.75” | KRI1200130 / 250CS | $77.31 | $4,020.12 | 87415 - 200/Case | $123.31 | $8,015.15 | Duro DUO87908 - 500/BALE | $83.29 | $2,165.54 |
| 78 | 90,000 | Bag, brown paper, 12 lbs. | BAGGK12500 / 500BD | $27.37 | $4,926.60 | 18412 - 500/Case | $43.41 | $7,813.80 | Duro DUO18412 - 500/BALE | $30.86 | $5,554.80 |
| 79 | 3,000 | Bag, brown paper, 20 lbs. | CSI20SBAG57 / 400BD | $32.37 | $242.78 | | NO BID | | Duro DUO18420 - 500/BALE | $39.21 | $235.26 |
| 80 | 500 | Bag, brown paper “lunch bag”, 2 lbs. | DUM18402 / 500BL | $12.54 | $12.54 | | NO BID | | Duro DUO81006 - 500/BALE | $12.79 | $12.79 |
| 81 | 5,000 | Straws, paper, wrapped | CSWSJI5B10250 / 2500CS | $18.64 | $37.28 | | NO BID | | Hoffmaster ARD61500207 - 8/400/CS | $113.85 | $177.89 |
| 82 | 10,000 | Straws, plastic, wrapped 7.75” | CSISTWCL7758400 / 8400CS | $43.40 | $51.67 | | NO BID | | NP&PC NPP420282 - 4/500/CS | $51.53 | $257.65 |
| 83 | | Any additional Paper and Plastic products which are not mentioned above. For such items we ask that a percentage from manufacturer’s documented list price be charged. | | 40.00% | | | NO BID | | | 10.00% | |
| | | List Price* (-) minus _____ (%) Percent*. | | | | | | | | | |

**NOTES:**

Line Items 8 & 10 are being awarded to both WB Mason and Agni Enterprises. WB Mason quoted 8 oz. bowls as an alternate to 6 oz. bowls. Agni Enterprises quoted 6 oz. bowls.

Attachment: Bid Analysis 2022015 Food Service Products (RES-2022-6 : Award Bid #2022015 - Food Service Products - CRS #3456, 3457,

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26064 **RESOLUTION 2022-634** **ADOPTED AS AMENDED**

# Amherst Girls Softball Facility Construction - Change Order No. 1 Occhino Corporation

The Engineering Department Facility is requesting Town Board approval to authorize a no-cost time extension for the above referenced project. As detailed in their attached request, the contractor is requesting extension of the contract completion date to July 29, 2022. This request is contingent on approval through the contract routing system (CRS #3468).

There are no ancillary costs associated with this request.

Thank you for your consideration.

**6/27/2022**
A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion was then made by Deputy Supervisor Berger to amend, seconded by Councilmember Lavin and unanimously approved 5-0. The 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:**

N/A

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

OCCHINO CORP.
Established 1955

June 16, 2022

Amherst Girls Softball Fields in the Town of Amherst, New York
Town Job No.: 2021.035B
Wendel Job No.: 261348

Dear Mr. Burroughs,

The following is Occhino Corp's request for a no-cost time extension for the above-mentioned project. The reasons for our request are as follows:

1. Weather delays due to a very wet Spring
2. Extended lead times due to material shortages
3. Project start delay

For these reasons, Occhino Corp is requesting the completion date be extended to Friday, July 29th, 2022. Your time and consideration in this manner is appreciated. Should you have any questions or required any additional information, please feel free to contact Tony Occhino at (716)863-9801.

Sincerely,
Occhino Corp.

Tony Occhino Jr.
Senior Vice President

Attachment: Time Extexsion Request (RES-2022-634 : Amherst Girls Softball Facility Construction - Change Order No. 1)

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26065 **RESOLUTION 2022-635** **ADOPTED**

# New Street Lighting Engineering Services WD AESLA, PC CRS No. 3455

The Town is in receipt of a proposal from Wendel WD AESLA, PC to provide preliminary engineering, cost estimation, and provide recommendations where new lighting in the Town would be beneficial with a focus on arterial and collector roadways. The deliverable will be used to plan for street light expansion in future years.

After review of the proposal, the Engineering Department is requesting the approval of an expenditure of funds in the amount of $10,585.00 as proposed by Wendel WD AESLA, PC to provide the above Engineering Services.

Funding is available from account A5182 - 4110. This request is pending approval of the contract review procedure. Thank you for considering this request.

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

$10,585.00; A5182 – 4110

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

# TOWN OF AMHERST
# PROFESSIONAL DESIGN SERVICES AGREEMENT
# Town of Amherst New Streetlights
# Project #2016.054

This document is a MODIFIED version of EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents.
Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

THIS IS AN AGREEMENT effective as of **June 6, 2022** ("Effective Date") between the

**Town of Amherst** (Owner") and

**Wendel WD AESLA, PC** (Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

**Town of Amherst New Streetlights.**

("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:
**ENGINEER to provide design services related to adding streetlights in a variety of locations across the Town of Amherst where previously requested/identified and prioritized.**

Owner and Engineer further agree as follows:

## ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

## ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;
2. the presence at the Site of any Constituent of Concern; or

Attachment: Street Light Engineering Proposal (RES-2022-635 : New Street Lighting Engineering Services)

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

## ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

## ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

## ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

Attachment: Street Light Engineering Proposal (RES-2022-635 : New Street Lighting Engineering Services)

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth by the Town of Amherst in Exhibit E. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insured with respect to such liability insurance purchased and maintained by Contractor for the Project.

C. Engineer shall each deliver to the other certificates of insurance evidencing the coverage indicated in Exhibit E. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

6.06 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C shall appear in the Construction Contract Documents.

Attachment: Street Light Engineering Proposal (RES-2022-635 : New Street Lighting Engineering Services)

6.07 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.08 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the State of New York.

6.09 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

## ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

Attachment: Street Light Engineering Proposal (RES-2022-635 : New Street Lighting Engineering Services)

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing

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services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—the Town of Amherst. Unless indicated otherwise, this is the entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

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5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations;

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means,

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methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

H. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

I. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

J. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

K. Engineer's services do not include providing legal advice or representation.

L. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

M. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

A. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations and one electronic record version of such Drawings (AutoCad format) and Specifications (MS Word format).

B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

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28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

~~D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.~~

E. Exhibit E, Insurance Requirements.

F. Exhibit F, Special Provisions

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

Attachment: Street Light Engineering Proposal (RES-2022-635 : New Street Lighting Engineering Services)

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.**

Owner: **Town of Amherst**

By: _____

Brian Kulpa

Supervisor

Date Signed: _____

Engineer: **Wendel WD AELSA, PC**

By: _____

Print name: Joseph DeFazio

Title: CEO

Date Signed: 5/20/2022

Engineer License or Firm's Certificate No. (if required):

State of:

Address for Owner's receipt of notices:

Town of Amherst Engineering Dept.
1100 N. Forest Road
Williamsville, NY 14221

Designated Representative (Paragraph 8.03.A):

Jeffrey Burroughs, PE,

Town Engineer

Phone Number: (716) 631-7154

E-Mail Address: Jburroughs@amherst.ny.us

Address for Engineer's receipt of notices:

375 Essjay Road, Suite 200

Williamsville, NY 14221

Designated Representative (Paragraph 8.03.A):

**Keith L. Krug, CEM**

Title: **Project Sponsor, Sr. Associate Principal**

Phone Number: **716-688-0766**

E-Mail Address: **kkrug@wendelcompanies.com**

Attachment: Street Light Engineering Proposal (RES-2022-635 : New Street Lighting Engineering Services)

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

**PART 1 – BASIC SERVICES** Town of Amherst New Streetlights

A1.01 *Phase I - Study and Report Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

    a. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.

2. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

3. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

4. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

5. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

6. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

7. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B.

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8. **Specific additional project tasks and/or deliverables:**

   **As per the attached Wendel Energy Services, LLC proposal dated May 17, 2022.**

~~9. Furnish one (1) copy of the Report and any other Study and Report Phase deliverables at 90% to Owner within forty five (45) days of the Effective Date and review it with Owner. Within five (5) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~

~~10. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish three (3) copies of the revised Report and any other Study and Report Phase deliverables to the Owner within twenty (20) days of receipt of Owner's comments.~~

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the ~~revised Report and any other~~ Study and Report Phase deliverables.

**PART 2 – ADDITIONAL SERVICES**

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for preparation or review of environmental assessments; review and evaluation of the effects on the design requirements for the Project of any documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, or Owner's schedule; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are due to any causes beyond Engineer's control.

3. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

4. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

5. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.

6. Overtime work requiring higher than regular rates.

7. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

8. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

Attachment: Street Light Engineering Proposal (RES-2022-635 : New Street Lighting Engineering Services)

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project.

3. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

4. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

B. Give instructions to Engineer regarding Owner's procurement of construction services, Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents. Furnish copies of all design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents. Owner shall have responsibility for the final content of (1) such bidding-related documents, and (2) those portions of any Construction Contract other than the design, and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, and insurance advisors with respect to the drafting and content of such documents.

C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish, or otherwise make available such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Utility and topographic mapping and surveys.
4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

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E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

4. Placement and payment for advertisement for Bids in appropriate publications.

G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through the Contractor.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

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O. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

P. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

Q. **Perform or provide the following:**

1. OWNER to provide ENGINEER with a priority list of new streetlighting needs

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

## ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation For Basic Services – Standard Hourly Rates Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.

2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.

4. The total compensation for services under Paragraph C2.01 is estimated to be a Not-to-Exceed-Time & Material Amount of **$ 10,585.00** based on the following estimated distribution of compensation:
   a. **Study and Report Phase – New Streetlights Engineering, GIS Mapping, Luminaire Selections & Cost Estimate** **$ 10,585.00**

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.

7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 2022) to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation For Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related

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items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of **1.0**.

C2.03 *Other Provisions Concerning Payment*

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.0**.

B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Attachment: Street Light Engineering Proposal (RES-2022-635 : New Street Lighting Engineering Services)

## Appendix 1: Standard Hourly Rates Schedule

C2.06 Compensation for Standard Hourly Rates for *Basic Services – Standard Hourly Rates Method of Payment*

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

| | |
|---|---|
| Officer/ Principal | $ 250/hour |
| Project Manager | $ 180 /hour |
| Sr. Project Engineer/Scientist/Architect 6 | $ 245/hour |
| Project Engineer/Scientist/Architect 5 | $ 205/hour |
| Engineer/Scientist/Architect 4 | $165/hour |
| Engineer/Scientist/Architect 3 | $130/hour |
| Engineer/Scientist/Architect 2 | $110/hour |
| Engineer/Scientist/Architect 1 | $105/hour |
| Sr. Engineer Technician | $105/hour |
| Technician 3 | $85/hour |
| Technician 2 | $70/hour |
| Technician 1 | $65/hour |
| Resident Project Representative | $115/hour |
| Non-administrative Support Staff | $85/hour |

Attachment: Street Light Engineering Proposal (RES-2022-635 : New Street Lighting Engineering Services)

## Appendix 2: Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

| | |
|---|---|
| 8"x11" Copies/Impressions (B/W) | $0.90/page |
| 8"x11" Copies/Impressions (Auto Color) | $1.00/page |
| Copies of Drawings | $0.85/ft. |
| Mileage (auto) | Current IRS Rate/mile |
| Air Transportation | at cost |
| CAD Charge | $N/A/hour |
| Laboratory Testing | at cost |
| Health and Safety Level D | $N/A/day |
| Health and Safety Level C | $N/A/day |
| Meals and Lodging | at cost |
| Resident Project Representative Equipment | $TBD /month |
| | |
| | |

Attachment: Street Light Engineering Proposal (RES-2022-635 : New Street Lighting Engineering Services)

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

- Project # 2016.054

G. Professional Services Consultant (Major)

ACORD®

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>Broker Name<br>Address<br>Address<br>Phone Number | CONTACT NAME: Primary Contact at Broker<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS:<br>INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A: Insurer Name<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |
| INSURED<br>Insured Name<br>Address<br>Address<br>Phone Number | |

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | |
| X | CLAIMS-MADE [X] OCCUR | | | ######### | ##/##/#### | ##/##/#### | EACH OCCURRENCE $ 1,000,000 |
| X | Liquor Liability Incl. | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000 |
| X | Blanket Contractual AI | X | X | | | | MED EXP (Any one person) $ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY $ 1,000,000 |
| | POLICY [X] PRO-JECT [ ] LOC | | | | | | GENERAL AGGREGATE $ 2,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG $ 2,000,000 |
| | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | |
| X | ANY AUTO | | | ######### | ##/##/#### | ##/##/#### | COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 |
| X | OWNED AUTOS ONLY [ ] SCHEDULED AUTOS | X | X | | | | BODILY INJURY (Per person) $ |
| X | HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) $ |
| | | | | | | | $ |
| X | UMBRELLA LIAB [X] OCCUR | X | X | ######### | ##/##/#### | ##/##/#### | EACH OCCURRENCE $ 5,000,000 |
| | EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE $ 5,000,000 |
| | DED RETENTION $ 10,000 | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | SUBMIT proof of Workers Compensation and disability as per examples attached | | | PER STATUTE OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT $ |
| | Cyber Liability | | | | | | Per claim/Aggregate $5,000,000 |
| | Professional Liability | | | | | | Per claim/Aggregate $5,000,000 |

EXAMPLE

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

Town of Amherst is included as an additional insured. Coverage applies on a Primary and Non-Contributory Basis for all ongoing and completed operations.

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| Town of Amherst<br>5583 Main Street<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>Signed by Broker |

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Attachment: Street Light Engineering Proposal (RES-2022-635 : New Street Lighting Engineering Services)

The Agreement is/are amended to include the following agreements of the parties:

## Addendum to Contract

## Consultant Minor Exposure Addendum to Contract

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Consultants or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: Street Light Engineering Proposal (RES-2022-635 : New Street Lighting Engineering Services)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Consultant, in accordance with its status as an independent Consultant, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations

Attachment: Street Light Engineering Proposal (RES-2022-635 : New Street Lighting Engineering Services)

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:

Wendel WD AESLA, PC
Print Name of Company

By: _____
Signature

Joseph DeFazio
Printed name

Date: 5/20/2022

Agreed to and Accepted by:

**Town of Amherst**

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Street Light Engineering Proposal (RES-2022-635 : New Street Lighting Engineering Services)

# CERTIFICATE OF LIABILITY INSURANCE

DATE 5/20/2022

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).

| | |
|---|---|
| **PRODUCER**<br>M & T Insurance Agency, Inc.<br>285 Delaware Avenue, Ste 4000<br>Buffalo NY 14202 | **CONTACT NAME:** Commercial Lines<br>**PHONE (A/C, No, Ext):** **FAX (A/C, No):** 855-595-4605<br>**E-MAIL ADDRESS:** CLServicing@mtb.com |
| **INSURED** WENDE-1<br>Wendel Energy Services LLC<br>Centerpointe Corporate Park<br>375 Essjay Road, Suite 200<br>Williamsville NY 14221 | **INSURER(S) AFFORDING COVERAGE** — **NAIC**<br>**INSURER A :** Continental Insurance Co — 3528<br>**INSURER B :** Valley Forge Ins Co — 2050<br>**INSURER C :** Illinois Union Ins Co — 2796<br>**INSURER D :** Fireman's Fund Ins. Co — 2187<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 637085204 **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 | |
|---|---|---|---|---|---|---|---|---|
| B | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | Y | | 6012637225 | 4/14/2022 | 4/14/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $ 1,000,000<br>$ 100,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY [ ]<br>SCHEDULED AUTOS [ ]<br>HIRED AUTOS ONLY [X]<br>NON-OWNED AUTOS ONLY [X] | Y | | 6012637208 | 4/14/2022 | 4/14/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED [X] RETENTION $ 10,000 | Y | | 5095016103 | 4/14/2022 | 4/14/2023 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 10,000,000<br>$ 10,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 6012637211 | 4/14/2022 | 4/14/2023 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D<br>C | Excess Liability<br>Pollution | | | USL006076222<br>CPY G27416378 004 | 4/14/2022<br>4/14/2021 | 4/14/2023<br>4/14/2023 | Limit<br>Limit<br>Pollution Ded. | 10,000,000<br>5,000,000<br>25,000 |

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

Project: Wendel Project # 261434 – Town of Amherst Street Lighting

Town of Amherst, Engineer and its Consultants are included as Additional Insured under the General Liability, Automobile Liability, and Umbrella Liability if required by written contract.

**CERTIFICATE HOLDER**

Town of Amherst
5583 Main Street
Amherst NY 14221

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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Attachment: Street Light Engineering Proposal (RES-2022-635 : New Street Lighting Engineering Services)

NEW YORK STATE | Workers' Compensation Board

# CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

| | |
|---|---|
| 1a. Legal Name & Address of Insured (use street address only)<br>Wendel Energy Services LLC<br>375 Essjay Road, Suite 200<br>Williamsville, NY 14221<br><br>Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)* | 1b. Business Telephone Number of Insured<br>716-688-0766<br>1c. NYS Unemployment Insurance Employer Registration Number of Insured<br><br>1d. Federal Employer Identification Number of Insured or Social Security Number<br>260028228 |
| 2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)<br>Town of Amherst<br>5583 Main Street<br>Amherst, NY 14221 | 3a. Name of Insurance Carrier<br>Valley Forge Ins Co<br>3b. Policy Number of Entity Listed in Box "1a"<br>6012637211<br>3c. Policy effective period<br>04/14/2022 to 04/14/2023<br>3d. The Proprietor, Partners or Executive Officers are<br>☑ included. (Only check box if all partners/officers included)<br>☐ all excluded or certain partners/officers excluded. |

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3 on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

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

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

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

**Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.**

**Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.**

Approved by: Bart Kresse
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 5/20/2022
(Signature) (Date)

Title: President M & T Insurance Agency Inc.

Telephone Number of authorized representative or licensed agent of insurance carrier: _____

**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.**



Attachment: Street Light Engineering Proposal (RES-2022-635 : New Street Lighting Engineering Services)

# 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 a permit for or in connection with any work involving the employment of employees in a hazardous employment defin by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permi shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory the chair, that compensation for all employees has been secured as provided by this chapter. Nothing here however, shall be construed as creating any liability on the part of such state or municipal department, boa 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 in any contract for or in connection with any work involving the employment of employees in a hazardous employme defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, sh not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfacto to the chair, that compensation for all employees has been secured as provided by this chapter.

Attachment: Street Light Engineering Proposal (RES-2022-635 : New Street Lighting Engineering Services)

NEW YORK STATE | Workers' Compensation Board

# CERTIFICATE OF INSURANCE COVERAGE
## DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

1a. Legal Name & Address of Insured (use street address only)

Wendel Energy Services LLC
375 Essjay Road; Suite 200
Williamsville, NY 14221

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

1b. Business Telephone Number of Insured

(716) 688-0766

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

26-0028228

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

Town of Amherst
5583 Main Street
Williamsville, NY 14221

3a. Name of Insurance Carrier

Guardian Insurance Company

3b. Policy Number of Entity Listed in Box "1a"

932624-0002

3c. Policy effective period

01/01/2022 to 01/01/2023

4. Policy provides the following benefits:

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

5. Policy covers:

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

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

Date Signed 05/19/2022 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (716) 849-8618 Name and Title William Lawley, Jr., Principal

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)**

**State of New York**
**Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

***Please Note:*** *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

DB-120.1 (10-17)

Attachment: Street Light Engineering Proposal (RES-2022-635 : New Street Lighting Engineering Services)

# Additional Instructions for Form DB-120.1

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

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

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

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

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

## DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

### §220. Subd. 8

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

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

Attachment: Street Light Engineering Proposal (RES-2022-635 : New Street Lighting Engineering Services)

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26066 **RESOLUTION 2022-636** **ADOPTED**

# Moyno™ Progressive Cavity Pump Parts Procurement Shrier Martin Process Equipment CRS No. 3450

The Engineering Department-Water Pollution Control Facility is requesting that the Town Board authorize the Supervisor to sign an agreement with Shrier-Martin Process Equipment. This agreement is for Moyno™ progressive cavity pump parts as listed on Shrier-Martin quote 8550, attached and dated June 10, 2022. Shrier-Martin Process Equipment is the "sole source" supplier of Moyno™ parts for our territory. The WPCF also requests a waiver from insurance as this company will be utilizing a third party delivery service. The total cost of this procurement shall be $21,614.49 plus freight. The term of this contract will be from date of execution by the Town of Amherst through September 30, 2022.

Funds will be available in KP2136-2150.

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

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

$21,614.49 plus freight; KP2136-2150

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

# AGREEMENT

Let this document stand as an Agreement between Shrier-Martin Process Equipment, Inc. and the Town of Amherst permitting the Town of Amherst to procure the Moyno progressive cavity pump parts listed on their attached quote 8550, dated June 10, 2022. The term of this contract will be from date of execution by the Town of Amherst through September 30, 2022.

Agreed to and Accepted by:

**Shrier-Martin Process Equipment, Inc.**

By: Brett Siewert
Signature

Brett Siewert
Printed name

Vice - President
Title

Date: 6-14-22

Agreed to and Accepted by:

**TOWN OF AMHERST**

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: Shrier Martin Agreement (RES-2022-636 : Moyno™ Progressive Cavity Pump Parts Procurement)

January 13, 2022

Subject: Authorized Moyno™ Products Representation

To Whom It May Concern:

The Fluid Motion Solutions Division of National Oilwell Varco utilizes authorized representatives and distributors through the United States to bring the Moyno™ Product line to market. Shrier-Martin Process Equipment, Inc. is the authorized Representative and Distributor for the Moyno™ Product Lines in the following counties in New York:

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Duchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming and Yates.

In Pennsylvania, Shrier-Martin is the Representative for industries other than municipal for the counties of:

Bradford, Susquehanna, and Tioga

Please contact me directly should there be any questions relating to the above information.

Respectfully yours,

Rick Baker
Moyno™ Products Northeast Regional Manager

T 937-454-3200
F 937-454-3879
nov.com

NOV Fluid Motion Solutions
Moyno™
5870 Poe Avenue
Dayton, OH 45414

Attachment: Shrier Martin Agreement (RES-2022-636 : Moyno™ Progressive Cavity Pump Parts Procurement)

SHRIER-MARTIN
PROCESS EQUIPMENT

# Quote

| Date | Quote # |
|---|---|
| 6/10/2022 | 8550 |

| Name / Address |
|---|
| Town of Amherst WWTP<br>455 Tonawanda Creek Road<br>Amherst, NY 14228 |

To:
Tom Dean
Per your request, please see the pricing and availability below. If there are any questions or concerns, please contact us.

Best Regards,
The SMPE Team

| Terms | Contact |
|---|---|
| Net 30 days | BRS |

| Item | Description | Qty | Cost | Total |
|---|---|---|---|---|
| 4220044001 | Moyno Pipe Plug .125-27NPT, 18-8SS | 1 | 11.13 | 11.13 |
| 6060062060 | Moyno Set Screw, .312-18x.375LG, 18-8SS | 1 | 5.13 | 5.13 |
| 4250723001 | Moyno Drive Shaft Assembly H-G1,CBNSTL | 1 | 5,630.60 | 5,630.60 |
| 4230054000 | Moyno Roller Bearing H-Size | 1 | 982.36 | 982.36 |
| 4230053000 | Moyno Bearing Spacer H-Size, CBNSTL | 1 | 285.81 | 285.81 |
| 3201699000 | Moyno Lock Plug .250 dia x .250, BRS | 1 | 16.26 | 16.26 |
| 4240075000 | Moyno Bearing Lock Nut H-Size, CBNSTL | 1 | 349.99 | 349.99 |
| 4220016000 | Moyno Grease Seal, 6.5x5.25x.625W, NIT | 1 | 242.17 | 242.17 |
| 4094000402 | Moyno Stator 2STG115,RR100-CBST-K | 1 | 4,512.18 | 4,512.18 |
| 4240780015 | Moyno Rotor 2H115, 316SS, DBLCHR | 1 | 8,841.24 | 8,841.24 |
| 3403396024 | Moyno Packing Set(6) HG1, PTFE, .62x3.750 SFT | 2 | 368.81 | 737.62 |
| | If favored with your purchase order, please make it out to:<br>Shrier Martin Process Equipment<br>1260 Rochester St.<br>Lima, NY 14485<br>Phone: 585-624-4490<br>Fax: 585-624-5373<br><br>Terms: Net 30<br>Pricing: 30 Days | | | |

Delivery:8-10 weeks after receipt of order.
Freight:FOB Origin, prepaid and added to invoice.

**Total** $21,614.49

Attachment: Shrier Martin Agreement (RES-2022-636 : Moyno™ Progressive Cavity Pump Parts Procurement)

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 25999 **RESOLUTION 2022-637** **ADOPTED**

# Highway Department CIP Scope Amendment

The Highway Department respectfully requests that the 2022 Capital Improvement Program be amended for Scope wording for 2022 - 2027 CIP project H-9 LA for Town - Wide Repair of Playground Equipment.

The proposed scope change is "replace, repair and construct structures, equipment including but not limited to restrooms, fencing, gazebo's, picnic benches and tables within the Town of Amherst Parks System.

Thank you for your time and consideration.

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

PROJECT ID H-9 TOWN-WIDE REPAIR OF PLAYGROUND EQUIPMENT

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

Summary of Approved 2022 – 2027 Capital Improvement Program (10-25-21)

Highway Department (cont'd) — *Recommended Schedule (X $1,000)*

| Project ID | Project Title/Description | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | Total Cost |
|---|---|---|---|---|---|---|---|---|
| H-5 | **Highway Building Improvements:** Phase 1 includes shop area repairs such as roof sections, gutters, windows, and doors. Phase 2 would include a new equipment storage/salt brining building. Phase 3 would include office area drywall and ceiling improvements. *(2017)* | 450 LA | 67.3 LA | 737.8 LD | | | | $1,255,030 |
| H-6 | **Various Signal Upgrades:** Install/upgrade signals at intersections as warranted and upgrade signal controllers to meet the latest NYSDOT specifications. *(2018)* | 100 LA | 115 LA | 115 LA | 115 LA | 115 LA | 115 LA | $675,000 |
| H-7 | **Town-wide Guide Rail Replacement:** Replace guide rails that are in disrepair. *(2017)* | | 50 LD | 50 LD | 50 LD | 50 LD | 50 LD | $250,000 |
| H-8 | **Town-wide Tree Planting & Restoration:** Planting trees and shrubs in Town parks or rights-of-ways from missed 2020 and 2021 spring plantings due to COVID-19. *(2021)* | 125 LA | 100 LA | 100 LA | 100 LA | 100 LA | 100 LA | $625,000 |
| H-9 | **Town-wide Repair of Playground Equipment:** Inventory and study of all playground equipment and other furniture such as benches, seating, picnic tables, along with restroom facilities. *(2022)* | 200 LA | 200 LA | 200 LA | 200 LA | 200 LA | 200 LA | $1,200,000 |
| H-10 | **Reconstruction of the Town Bike Path:** Reconstruction of various portions of the Ellicott Creek Bike Path from the Northtown Center to Ellicott Creek. *(2020)* | 221.4 LA | 200 LA | 200 LA | 200 LA | 200 LA | 200 LA | $1,221,375 |
| H-11 | **Reconstruction of Morningside Drive – Phase 1:** Reconstruction of Morningside Drive drainage, curbing and roadway from North Forest to Meadowbrook Rd. Phase 2 is reconstruction of Meadowbrook and Phase 3 is Blossom Heath. | 224.7 LA | | | | | | $224,687 |

*Key:*

Funding Source
T – Tax
L – Bond
S – Surplus
E - Encumbered
I/M – I&I or Mitigation Funds
RF – Recreation Fund
OF – Open Space Fund
F/S – Federal or State Aid
X – Private Source

Funding Account
A – General Account
B – Part Town
C – Community Environment
D – Highway
F – Lighting
G – Sanitary Sewer District
H – Storm Drainage District
I – Water District
W – Water Pollution Control Facility
# – Special District Number
NS – None Submitted



Attachment: DOC061322-06132022140912 (RES-2022-637 : Highway Department CIP Scope Amendment)

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25981 **RESOLUTION 2022-638** **ADOPTED**

# Military Leave of Absence Without Pay/Police Department

Please authorize a Leave of Absence Without Pay for Military Duty, to Matthew Holt, Police Officer in the Police Department. Effective August 1, 2022 through June 30, 2023.

**6/27/2022**
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26040 **RESOLUTION 2022-639** **ADOPTED**

# Social Caseworker (Senior Citizens)/Senior Center

Please appoint a Social Caseworker (Senior Citizens) to the Senior Center. Provisional, pending satisfactory completion of a Civil Service Examination. Effective June 28, 2022 at an annual salary of $43,147, Grade 9, Step B for John Jones.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

Replacing an employee who resigned.

**6/27/2022**
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26042 **RESOLUTION 2022-640** **ADOPTED**

# Supervising Fire Dispatcher/Central Fire Alarm

Please designate a Supervising Fire Dispatcher to head the Central Fire Alarm Office. Effective June 28, 2022 at an annual salary of $96,741.85, Grade 6, Step L of the Exempt Department Head Salary Schedule for James Koeppel.

**6/27/2022**
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26045 **RESOLUTION 2022-641** **ADOPTED**

# Community Liaison/Economic Development

Please create and appoint a Community Liaison to the Economic Development Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective June 28, 2022, at an annual salary of $71,616, Grade 15, Step I for Benjamin Ansell.

Contingent upon completing all pre-employment requirements.

**6/27/2022**
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26053 **RESOLUTION 2022-642** **ADOPTED**

# Wastewater Facilities Mechanic/Engineering Plant #16

Please appoint a Wastewater Facilities Mechanic to the Engineering Department, Plant #16. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 28, 2022, at an hourly rate of $23.15, Grade IV, Step 1 for Clinton Szatkowski.

Contingent upon completing all pre-employment requirements.

Replacing an employee who retired.

**6/27/2022**
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26057 **RESOLUTION 2022-643** **ADOPTED**

# Extended Sick Leave of Absence Without Pay/Town Clerk

Please authorize an Extended Sick Leave of Absence Without Pay to Eileen Kielich, Clerk Typist at the Town Clerk's Department. Effective June 18, 2022 through September 17, 2022.

**6/27/2022**
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 25912 **RESOLUTION 2022-644** **ADOPTED**

# To Authorize the Planning Department to Expend Funds from the Trust Account for the Veterans Memorial Consistent with Town Board Resolution RES-2011-871 for the Purpose of Engraving the Names of Veterans and Making Repairs to the Veterans Memorial

WHEREAS, the Town of Amherst Town Board established the Town of Amherst Veterans Memorial in 2011, and

WHEREAS, the names of Veterans are engraved on the Memorial at the request of the veterans or their families and a fee of $200 is charged per name that includes $139 for engraving with the remaining amount deposited into a Trust Account for repairs and maintenance, and

WHEREAS, currently the Town of Amherst has received applications for names to be added to the Memorial this year, and

WHEREAS, the Town of Amherst has Leon Komm and Sons under contract to engrave the names of the Veterans and complete stone and masonry service maintenance at $140 per hour in 2021, and

WHEREAS, the Veterans Memorial currently needs minor repairs to the existing Memorial wall itself, and

THEREFORE BE IT RESOLVED, that the Amherst Town Board hereby authorizes the Planning Department to not to exceed $10,000.00 for the current fiscal year from the Veterans Memorial Trust Account T-4017-4002 for the purpose of engraving additional veterans names and completing maintenance repairs on the Amherst Veterans Memorial.

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

The proposed expenditures will have no fiscal impact to the Town as the funds have or will have been deposited into Trust Account T-4017-4002 prior to the engraving. Each name will cost no more than $139.00 to engrave in 2022 and the cost for repairs is $140 per hour as the contract with Leon Komm and Sons (CRS #2592 / RES 2021-0458). The expenditures should not exceed $10,000 for the current fiscal year.

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 26000 **RESOLUTION 2022-645** **ADOPTED**

# To Authorize Minor Amendments to the FY 2021 & FY 2022 Annual Action Plans for the Community Development Infrastructure Budget

WHEREAS, the Town Board has adopted the FY 2021 & FY 2022 Annual Action Plans on behalf of the Towns of Amherst, Cheektowaga and Tonawanda (ACT) HOME Consortium which programs the expenditure of funds for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Funding; and

WHEREAS, the Planning Department is seeking to amend the FY 2021 & FY 2022 Action Plans to reallocate $60,000 in Entitlement CDBG funds according to the following program/budget lines; and

| | |
|---|---|
| **Decrease/Remove:** | |
| FY2021 Façade Program | $ 30,000.00 |
| FY2022 Façade Program | $ 30,000.00 |
| **Increase:** | |
| FY2021 Public Infrastructure & Historic Preservation | $ 30,000.00 |
| FY2022 Public Infrastructure & Historic Preservation | $ 30,000.00 |

WHEREAS, these amendments will provide additional funds for infrastructure improvements in Town; now therefore

BE IT RESOLVED, the Town of Amherst Town Board hereby authorizes the above minor amendments to the FY 2021 & FY2022 Annual Action Plans.

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

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

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

Amherst

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

Brian J. Kulpa,
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

June 10, 2022

**Agenda of June 27, 2022**

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

Subject: To Authorize Minor Amendments to the FY 2021 & FY 2022 Annual Action Plans for Community Development's Infrastructure budget.

Honorable Board Members:

Amherst Planning Department is proposing Minor Amendments to the FY 2021 & FY 2022 Annual Action Plans for Amherst's Community Development Block Grant (CDBG) Program to increase funding for Infrastructure in target areas of the Town.

The amendments seek to reallocate existing underutilized budget lines amounting to $60,000 from the 2021 & 2022 Façade Program budget lines to the Town's Infrastructure lines to offset costs for sanitary sewer work and sidewalk replacement in Eggertsville. At this time, Erie County Environment and Planning has a Façade Program that Amherst business owners can utilize.

A proposed resolution for adopting the minor amendments to the Annual Action Plans is attached for your consideration. Thank you for your assistance with this matter.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

Enc.
TB_ltr_Minor Amendment -Facade_Program_6.27.22



Attachment: Signed_TB_letter_6.27.22 (RES-2022-645 : To Authorize Minor Amendments to the FY2021 & FY2022 Annual Action Plans)

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 26001 **RESOLUTION 2022-646** **ADJOURNED**

# Sidewalk Waiver Request - SWW-2022-02; 71 Thornbury Drive

Sidewalk Waiver Request, SWW-2022-02, for property located at 71 Thornbury Drive (SBL# 28.04-2-20.12). Michael Mommertz, Petitioner.

WHEREAS pursuant to Chapter 83 of Town Code, the subject request has been reviewed by the Traffic Safety Coordinator, Engineering Department and the Planning Department and,

WHEREAS the Town Board has reviewed the recommendations of the reviewing bodies and,

NOW THEREFORE BE IT RESOLVED that the Town Board hereby denies the subject request for the waiver of the installation of sidewalks along the frontage of 71 Thornbury Drive and,

NOW THEREFORE FURTHER BE IT RESOLVED that sidewalks be installed in accordance with Chapter 83 of Town Code along the frontage of 71 Thornbury Drive.

**6/27/2022**
A motion to adjourn was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

**7/11/2022**
A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion was then made by Councilmember Bucki to amend, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Councilmember Bucki, seconded by Deputy Supervisor Berger and approved 4-0.

**FINANCIAL IMPACT:**

None

| | | |
|---|---|---|
| **RESULT:** | **ADJOURNED [UNANIMOUS]** | **Next: 7/11/2022 3:00 PM** |
| **MOVER:** | Brian J. Kulpa, Supervisor | |
| **SECONDER:** | Jacqualine Berger, Deputy Supervisor | |
| **AYES:** | Kulpa, Berger, Bucki, Lavin, Szukala | |

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

**Town Board Agenda of June 27, 2022**

MEMORANDUM June 10, 2022

TO: Fran Spoth, Town Clerk
Honorable Town Board

FROM: Daniel C. Howard, AICP, Planning Director

SUBJECT: Sidewalk Waiver Request – **SWW-2022-02**;
Property Located at **71 Thornbury Drive** (SBL# 28.04-2-20.12).
Michael Mommertz, Petitioner.

The subject request has been reviewed by the Planning and Engineering Departments and the Traffic Safety Coordinator and **will be placed on the June 27, 2022 Town Board agenda under the Planning Director's report** for decision by the Board. Attached find the reviews from all departments which give their recommendations.

Should you have any questions please contact this office at 631-7051.

Thank you.

DH/ac
Att. Engineering & Planning Department Reviews
X:\Current_Planning\Files\Sidewalk Waivers\Forms\Req. for TB Agenda.doc
cc: Daniel J. Ulatowski, Assistant Planning Director
Stanley Sliwa, Town Attorney
Building Department
Chris Schregel, Engineering Department
Michael Mommerstz, 71 Thornbury Drive, East Amherst, NY 14051



Attachment: SWW-2022-02_TB letter packet_062722 (RES-2022-646 : Sidewalk Waiver Request - SWW-2022-02; 71 Thornbury Drive)

# TOWN OF AMHERST

ENGINEERING DEPARTMENT

ERIE COUNTY – NEW YORK

JEFFREY S. BURROUGHS, P.E., TOWN ENGINEER

RECEIVED
MAY 03 2022
TOWN OF AMHERST
PLANNING DEPT.

May 2, 2022

TO: Daniel C. Howard, AICP, Planning Director

FROM: Christopher P. Schregel – Project Manager

SUBJECT: Sidewalk Waiver Request, SWW-2022-02

LOCATION: 71 Thornbury Drive

PETITIONER: Michael Mommerstz

Recommendation:
The Engineering Department recommends that this sidewalk waiver request be **denied**.

Reason:
A 4-foot wide sidewalk is able to fit in the right-of-way and connect to the sidewalk at 115 Huntington Drive.

Notes:

1. Engineering Department review is solely based on constructability at this specific lot. Sidewalk network connectivity, destinations, and likelihood of pedestrian travel is not considered as part of this specific review.

CPS/ch
Cc: Mark S. Berke, Commissioner of Buildings
Fran Spoth, Town Clerk
Stanley J. Sliwa, Town Attorney
Michael Mommerstz, 71 Thornbury Drive, East Amherst, NY 14051

ENGINEERING OFFICE – SEWER MAINTENANCE
1100 N. FOREST ROAD
WILLIAMSVILLE, N.Y. 14221
(716) 631-7154 FAX: (716) 631-7222

WASTEWATER TREATMENT FACILITY – ENVIRONMENTAL CONTROL
455 TONAWANDA CREEK ROAD
AMHERST, N.Y. 14228
(716) 691-9771 FAX: (716) 691-4496

Attachment: SWW-2022-02_TB letter packet_062722 (RES-2022-646 : Sidewalk Waiver Request - SWW-2022-02; 71 Thornbury Drive)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

MEMORANDUM June 8, 2022

TO: Daniel C. Howard, AICP, Planning Director

FROM: Planning Department, Gary Palumbo, AICP, Associate Planner

SUBJECT: Sidewalk Waiver Request, **SWW-2022-02**; property located at **71 Thornbury Drive** (SBL # 28.04-2-20.12). Michael Mommertz, Petitioner.

The subject residential property is located on the east side of Thornbury Drive, ±135 feet south of the intersection of Thornbury Drive and Dodge Road, and ±130 feet north of the intersection of Thornbury Drive and Huntingwood Drive. This interior parcel has ±352 feet of frontage on Thornbury Drive. Thornbury Drive is designated as a local street in Figure 9 of the Town of Amherst Comprehensive Plan.

The subject property lies between the large lots fronting along Dodge Road to the north and the Deer Run subdivision to the south. The area is residential in character and is comprised of single-family homes consistent with the Town of Amherst Comprehensive Plan that calls for single-family residential throughout that area.

The petitioner is requesting that the requirement to install sidewalk along the east side of Thornbury Drive be waived as the petitioner's application states that:

- *the sidewalk will end at my driveway,*
- (sidewalk) *will never extend to Dodge* (Road)*"* and
- *this* (a sidewalk) *will push pedestrians in the street at a blind 'S' curve"*

The lack of sidewalk at the subject location is inconsistent with the Town of Amherst Comprehensive Plan Goal 6.2 to achieve an efficient, multi-modal, transportation system that accommodates the automobile, maintains neighborhood character, and emphasizes alternative means of travel, including walking, biking, and public transportation. The lack of sidewalk is also inconsistent with Policy 6-8 that aims to develop a comprehensive pedestrian network of sidewalks, crosswalks and trails by eliminating discontinuities along current networks and providing linkages between neighborhoods and major pedestrian destinations such as schools and mixed-activity centers.

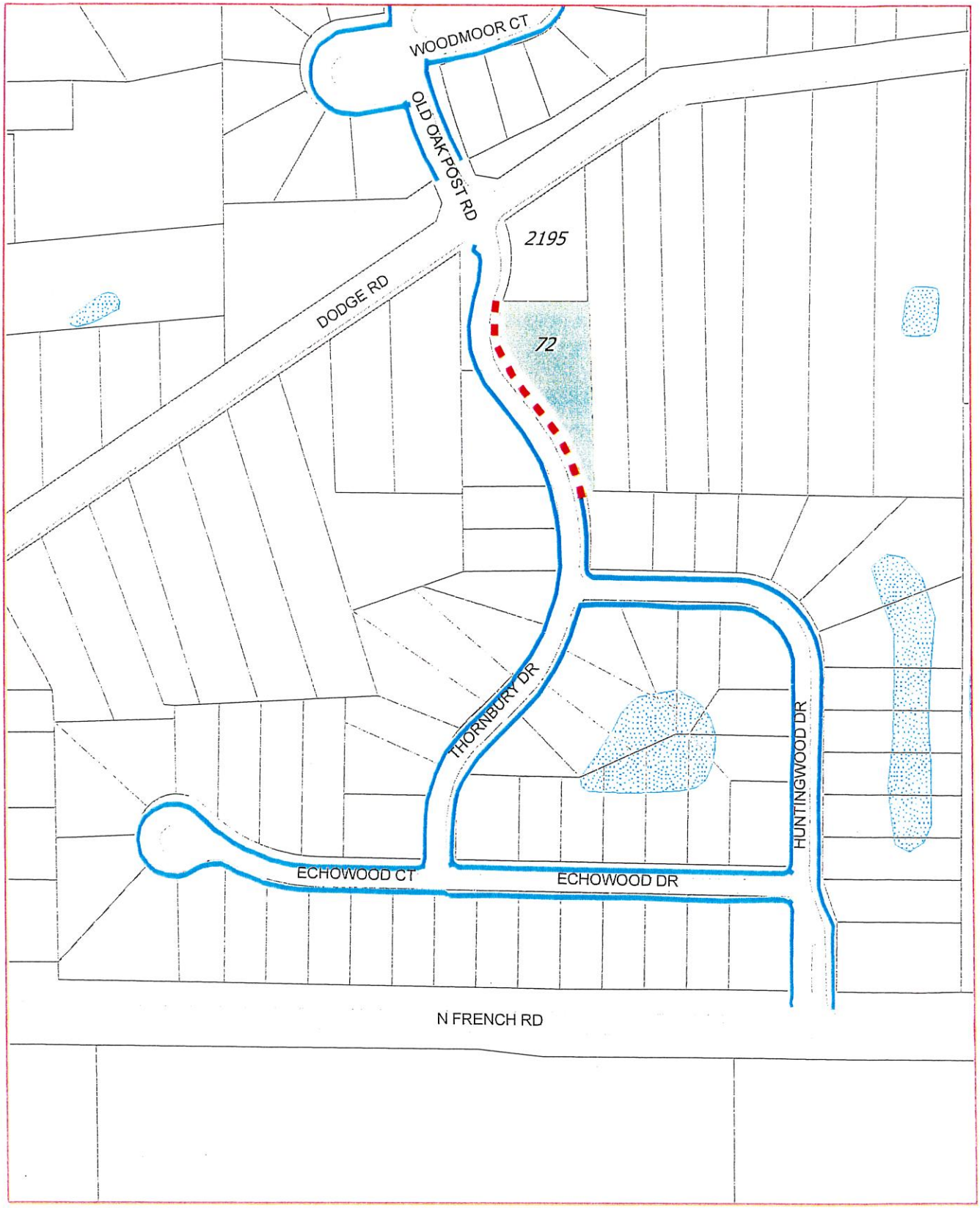
Upon field inspection by staff as represented in the attached sketch, sidewalks are present along the opposite (west) side of Thornbury Drive, and in the Deer Run subdivision, including along the east side of Thornbury Drive at the adjoining property to the south (115 Huntingwood Drive). The installation of sidewalks at the subject location would connect to the existing sidewalk network in the Deer Run single family subdivision.

Based upon the above, it is this Department's recommendation that the subject request be denied and consideration should also be given by the Town Board to order the installation of sidewalks along Thornbury Drive on the parcel directly north located at 2195 Dodge Road.

GP/ac
Att.
X:\Current_Planning\Files\Sidewalk Waivers\SWW 2022\SWW-2022-02_(71_Thornbury)_2022\SWW-2022-02_Pln_Dpt_reveiw_06032022.doc
cc: Michael Mommertz, 71 Thornbury Drive, Amherst, NY 14051



Attachment: SWW-2022-02_TB letter packet_062722 (RES-2022-646 : Sidewalk Waiver Request - SWW-2022-02; 71 Thornbury Drive)




SWW-2022-02

Sidewalk Waiver Request
Property Located at 72 Thornbury Drive

Michael Mommertz, Petitioner

June 1, 2022

72 Thornbury Drive

Requested Sidewalk Waiver Location

Existing Public Sidewalk

Prepared by the Town of Lisle Planning Department

Attachment: SWW-2022-02_TB letter packet_062722 (RES-2022-646 : Sidewalk Waiver Request - SWW-2022-02; 71 Thornbury Drive)

RECEIVED
JUN 10 2022
TOWN OF AMHERST
PLANNING DEPT.

# TOWN OF AMHERST
## TRAFFIC SAFETY BOARD

ENGINEERING DEPARTMENT – 1100 NORTH FOREST ROAD, WILLIAMSVILLE, NEW YORK 14221
TRAFFIC SAFETY COORDINATOR - TELEPHONE 631-7154 - FAX 631-7222

MICHAEL SZUKALA
*Councilmember & Liaison Officer*

ERIC FRAAS
*Chairman*

GREGORY DIONNE
*Vice Chairman*

CHRISTOPHER P. SCHREGEL
*Traffic Safety Coordinator*

*MEMBERS*

DANIEL J. RIDER, P.E.
MICHELLE NAGEL
KENNETH A. SMITH
J. MICHNIEWICZ, P.E., P.T.O.E.
MARK STORCH
MAXWELL KAHN
KEVIN CANTWELL
KRISTIN GOSS

*DEPT. LIAISONS*

THOMAS VOIGT
*Planning*

CAPT. KEVIN BROWN
*Police*

WILLIAM PRENEVAU
*Building*

AL SPOTH
*Highway*

**MEMORANDUM** June 10, 2022

TO: Daniel C. Howard, AICP, Planning Director

FROM: Christopher P. Schregel – Traffic Safety Coordinator

SUBJECT: Sidewalk Waiver Request, SWW-2022-02

LOCATION: 71 Thornbury Drive

PETITIONER: Michael Mommerstz

Location Information:

- Thornbury Drive is part of the Deer Run Subdivision between Dodge and N. French Road.
- Thornbury Drive has curbs, street lighting, and a reverse roadway curve in the location of 71 Thornbury Drive.
- The Deer Run Subdivision is entirely sidewalked along all frontages with the exception of 71 Thornbury Drive and 2195 Dodge Road.
- An existing sidewalk terminates at the south property line of 71 Thornbury Drive.
- Sidewalk is present on the west side of Thornbury Drive directly across from the subject parcel, and connects to the intersection of Thornbury Drive and Dodge Road where an ADA curb ramp is present - but without a receiving ramp on the opposite side.

Recommendation:
The Amherst Traffic Safety Coordinator recommends that this sidewalk waiver request be **Denied.**

Reason:
Continuation of neighborhood sidewalks is beneficial for both pedestrian safety and quality of life. Discontinuation of the sidewalk network at the south property line of the subject parcel may encourage pedestrians to cross mid-block in an area of a reverse curve where sight distance is limited. The sidewalk network would be best served if the sidewalk on 71 Thornbury drive was installed, and continued to the Dodge Road intersection with an ADA curb ramp. This would allow for pedestrians to cross at a stop-controlled intersection which is safer than a mid-block crossing, with an added benefit that it would complete a pedestrian loop for neighborhood walkers.

CPS/ch
Cc: Mark S. Berke, Commissioner of Buildings
Fran Spoth, Town Clerk
Stanley J. Sliwa, Town Attorney
Michael Mommerstz, 71 Thornbury Drive, East Amherst, NY 14051

Attachment: SWW-2022-02_TB letter packet_062722 (RES-2022-646 : Sidewalk Waiver Request - SWW-2022-02; 71 Thornbury Drive)

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 26051 **RESOLUTION 2022-647** **ADOPTED AS AMENDED**

# To Authorize the Town to Submit a Certified Local Government (CLG) Grant Application for a Historic Preservation Public Educational Program CRS #3453

WHEREAS the Town of Amherst became a Certified Local Government (CLG) for historic preservation on October 3, 1994, and

WHEREAS the New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP) offers grants to CLGs for various historic preservation projects, and

WHEREAS consistent with its mission, the Amherst Historic Preservation Commission desires to hold a joint public educational program in the summer of 2023 together with the Buffalo Niagara Heritage Village and Preservation Buffalo Niagara, now, therefore, be it

RESOLVED that the Town Board authorizes the Amherst Historic Preservation Commission to prepare an application to the NYSOPRHP CLG Program to secure funds for an educational program in 2023, and be it further

RESOLVED that the Amherst Town Supervisor is authorized to submit the FY 2023 grant application for an amount not to exceed fifteen thousand one hundred and twenty-five dollars ($15,125) to the NYSOPRHP and to execute a project agreement and associated agreements with the State if the grant is awarded, and be it further

RESOLVED that if the grant application is approved, the recommended match of up to 26% of the project cost [not to exceed four thousand dollars ($4,040)] will be provided through Town staff time, donated services and/or volunteer labor subject to CRS approval.

**6/27/2022**
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Bucki. A motion was then made by Supervisor Kulpa to amend, seconded by Councilmember Bucki and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimoulsy approved 5-0.

**FINANCIAL IMPACT:**

Total Town match not to exceed $4,040 (26% of the grant amount) to consist of Town staff time, donated services and/or volunteer labor.

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

Amherst

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

Brian J. Kulpa, Supervisor
Daniel C. Howard, A Planning Directo
Daniel J. Ulatowski, Assistant Planning Di

**Town Board Agenda June 27, 2022**

**MEMORANDUM** June 22, 2022

To: The Honorable Town Board

From: Daniel C. Howard, Planning Director

Re: Request for approval of a NYS OPRHP Grant Contract for Historic Preservation Commission Activities

The New York State Office of Parks Recreation & Historic Preservation (OPRHP) has awarded a grant as reflected in the attached contract to support the Historic Preservation Commission (HPC) and an event known as "Preservation Day." Preservation Day is coordinated by the Commission with Preservation Buffalo Niagara, and the Buffalo Niagara Heritage Village. The New York State OPRHP grant is for $15,125, funds will be used to procure materials to support "Preservation Day 2023" preparations and activities.

Please consider the attached grant contract and resolution authorizing the Supervisor to execute the contract at your meeting of June 27, 2022. Please contact James Quinn or me with any questions you may have. Thank you for your assistance with this matter.

JQ
Att.
X:\Special_Projects\Historic Preservation\GRANTS\CLG Grants\NYS OPRHP Grant Memo 6.21.22.docx

Attachment: NYS OPRHP grant TB memo 062722 (RES-2022-647 : Certified Local Government (CLG) Grant Application for a Historic

# STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address):

Office of Parks Recreation & Historic Preservation

625 Broadway
Albany, NY 12207

BUSINESS UNIT/DEPT. ID: PRK01

CONTRACT NUMBER: PRK01-T62202GG-1290000

CONTRACT TYPE:

- [ ] Multi-Year Agreement
- [ ] Simplified Renewal Agreement
- [X] Fixed Term Agreement

CONTRACTOR SFS PAYEE NAME:

AMHERST TOWN OF

TRANSACTION TYPE:

- [X] New
- [ ] Renewal
- [ ] Amendment

CONTRACTOR DOS INCORPORATED NAME:

Amherst, Town of

PROJECT NAME:

Regional Commission Training and Outreach via Preservation Day

CONTRACTOR IDENTIFICATION NUMBERS:

NYS Vendor ID Number: 1000003949

Federal Tax ID Number: 166002157

DUNS Number (if applicable): 030212336

AGENCY IDENTIFIER:

CFDA NUMBER (Federally Funded Grants Only):

15.904

CONTRACTOR PRIMARY MAILING ADDRESS:

5583 MAIN ST
WILLIAMSVILLE, NY 14221

CONTRACTOR PAYMENT ADDRESS:

- [X] Check if same as primary mailing address

CONTRACT MAILING ADDRESS:

- [X] Check if same as primary mailing address

CONTRACTOR STATUS:

- [ ] For Profit
- [X] Municipality, Code:
- [ ] Tribal Nation
- [ ] Individual
- [ ] Not-for-Profit

Charities Registration Number:

Exemption State/Code:

- [ ] Sectarian Entity



Attachment: NYS OPRHP grant (RES-2022-647 : Certified Local Government (CLG) Grant Application for a Historic Preservation Public

# STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:

From: 10/01/2021 To: 09/30/2023

CURRENT CONTRACT PERIOD:

From: 10/01/2021 To: 09/30/2023

AMENDED TERM:

From: To:

AMENDED PERIOD:

From: To:

CONTRACT FUNDING AMOUNT

(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):

CURRENT: $15,125.00

AMENDED:

FUNDING SOURCE(S)

- ☐ State
- ☒ Federal
- ☐ Other

*FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:*

(Out years represents projected funding amounts)

| # | CURRENT PERIOD | CURRENT AMOUNT | AMENDED PERIOD | AMENDED AMOUNT |
|---|---|---|---|---|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |

Attachment: NYS OPRHP grant (RES-2022-647 : Certified Local Government (CLG) Grant Application for a Historic Preservation Public

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A:

- [X] A-1 Program Specific Terms and Conditions
- [X] A-2 Federally Funded Grants

Attachment B:

- [X] B-1 Expenditure Based Budget
- [ ] B-2 Performance Based Budget
- [ ] B-3 Capital Budget
- [ ] B-4 Net Deficit Budget
- [ ] B-1 (A) Expenditure Based Budget (Amendment)
- [ ] B-2 (A) Performance Based Budget (Amendment)
- [ ] B-3 (A) Capital Budget (Amendment)
- [ ] B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other:

Attachment: NYS OPRHP grant (RES-2022-647 : Certified Local Government (CLG) Grant Application for a Historic Preservation Public

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this Master Contract on the dates below their signature.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and ( if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:

AMHERST TOWN OF

By: _____

_____

Printed Name

Title: _____

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

STATE AGENCY:

Office of Parks Recreation & Historic Preservation

_____

By: _____

_____

Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

Contract Number: # PRK01-T62202GG-1290000



Attachment: NYS OPRHP grant (RES-2022-647 : Certified Local Government (CLG) Grant Application for a Historic Preservation Public

# STATE OF NEW YORK
# MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and betwee the State of New York acting by and through the applicable State Agency (State) and the public or private entit (Contractor) identified on the face page hereof (Face Page).

## WITNESSETH:

**WHEREAS**, the State has the authority to regulate and provide funding for the establishment an operation of program services, design or the execution and performance of construction projects, as applicabl and desires to contract with skilled parties possessing the necessary resources to provide such services or work as applicable; and

**WHEREAS**, the Contractor is ready, willing and able to provide such program services or the executio and performance of construction projects and possesses or can make available all necessary qualified personnel licenses, facilities and expertise to perform or have performed the services or work, as applicable, require pursuant to the terms of the Master Contract;

**NOW THEREFORE**, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

## STANDARD TERMS AND CONDITIONS

## I. GENERAL PROVISIONS

**A. Executory Clause:** In accordance with Section 41 of the State Finance Law, the State shall hav no liability under the Master Contract to the Contractor, or to anyone else, beyond fund appropriated and available for the Master Contract.

**B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if th Master Contract is with the State University of New York (SUNY) or City University of New Yor (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceed $50,000 (or $85,000 for contracts let by the Office of General Services, or the minimum threshold agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), o if this is an amendment for any amount to a contract which, as so amended, exceeds said statutor amount including, but not limited to, changes in amount, consideration, scope or contract tern identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the Stat until it has been approved by, and filed with, the New York Attorney General Contract Approva Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than mone when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not b valid, effective or binding upon the State until it has been approved by, and filed with, the AG an OSC.

***Budget Changes*:** An amendment that would result in a transfer of funds among progran activities or budget cost categories that does not affect the amount, consideration, scope or othe terms of such contract may be subject to the approval of the AG and OSC where the amount o such modification is, as a portion of the total value of the contract, equal to or greater than te percent for contracts of less than five million dollars, or five percent for contracts of more tha

Attachment: NYS OPRHP grant (RES-2022-647 : Certified Local Government (CLG) Grant Application for a Historic Preservation Public

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

**C. Order of Precedence:**

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2[1], Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2[2], Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

**D. Funding:** Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

**E. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

**F. Modifications:** To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

[1] To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

[2] To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).



Attachment: NYS OPRHP grant (RES-2022-647 : Certified Local Government (CLG) Grant Application for a Historic Preservation Public

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated i the Master Contract.

**G. Governing Law:** The Master Contract shall be governed by the laws of the State of New Yor except where the Federal Supremacy Clause requires otherwise.

**H. Severability:** Any provision of the Master Contract that is held to be invalid, illegal o unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to th extent of such invalidity, illegality or unenforceability, without affecting in any way the remainin provisions hereof; provided, however, that the parties to the Master Contract shall attempt in goo faith to reform the Master Contract in a manner consistent with the intent of any such ineffectiv provision for the purpose of carrying out such intent. If any provision is held void, invalid o unenforceable with respect to particular circumstances, it shall nevertheless remain in full force an effect in all other circumstances.

**I. Interpretation:** The headings in the Master Contract are inserted for convenience and referenc only and do not modify or restrict any of the provisions herein. All personal pronouns used herei shall be considered to be gender neutral. The Master Contract has been made under the laws of th State of New York, and the venue for resolving any disputes hereunder shall be in a court o competent jurisdiction of the State of New York.

**J. Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitte either:

   a) by certified or registered United States mail, return receipt requested;

   b) by facsimile transmission;

   c) by personal delivery;

   d) by expedited delivery service; or

   e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A- (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated i Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery o in the case of expedited delivery service or certified or registered United States mail, as of th date of first attempted delivery at the address and in the manner provided herein, or in the case o facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimil number or address in the United States as their address for purpose of receiving notice under th

Attachment: NYS OPRHP grant (RES-2022-647 : Certified Local Government (CLG) Grant Application for a Historic Preservation Public

Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

**K. Service of Process:** In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

**L. Set-Off Rights:** The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

**M. Indemnification:** The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

**N. Non-Assignment Clause:** In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**O. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from



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any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulator proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency or any county, or other local government entity.

**P. No Arbitration:** Disputes involving the Master Contract, including the breach or alleged breacl thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must instead, be heard in a court of competent jurisdiction of the State of New York.

**Q. Secular Purpose:** Services performed pursuant to the Master Contract are secular in nature an shall be performed in a manner that does not discriminate on the basis of religious belief, or promot or discourage adherence to religion in general or particular religious beliefs.

**R. Partisan Political Activity and Lobbying:** Funds provided pursuant to the Master Contrac shall not be used for any partisan political activity, or for activities that attempt to influenc legislation or election or defeat of any candidate for public office.

**S. Reciprocity and Sanctions Provisions:** The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.[3]

**T. Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information o how to prevent, detect, and report fraud, waste and abuse of public funds, including informatio about the Federal False Claims Act, the New York State False Claims Act, and whistleblowe protections.

**U. Non-Collusive Bidding:** By submission of this bid, the Contractor and each person signing o behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to it own organization, under penalty of perjury, that to the best of his or her knowledge and belief that it bid was arrived at independently and without collusion aimed at restricting competition. Th Contractor further affirms that, at the time the Contractor submitted its bid, an authorized an responsible person executed and delivered to the State a non-collusive binding certification on th Contractor's behalf.

**V. Federally Funded Grants and Requirements Mandated by Federal Laws:** All of th Specific Federal requirements that are applicable to the Master Contract are identified in Attachmen A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the exten that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, o Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply witl all applicable Federal rules, regulations and program specific requirements including, but not limite to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirement Mandated by Federal Laws) hereto.

[3]As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.



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## II. TERM, TERMINATION AND SUSPENSION

**A. Term:** The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

**B. Renewal:**

**1. *General Renewal*:** The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

**2. *Renewal Notice to Not-for-Profit Contractors*:**

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

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## C. Termination:

### 1. *Grounds*:

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual wr consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notic termination to the Contractor, if the Contractor fails to comply with any of the terms conditions of the Master Contract and/or with any laws, rules, regulations, policies procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and herein, the State may make a final determination that the Contractor is non-respons (Determination of Non-Responsibility). In such event, the State may terminate the Ma Contract at the Contractor's expense, complete the contractual requirements in any mar the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion u thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates reduces its appropriation to the applicable State Agency entering into the Master Contract fails to pay the full amount of the allocation for the operation of one or more progra funded under this Master Contract, the Master Contract may be terminated or reduced at State Agency's discretion, provided that no such reduction or termination shall apply allowable costs already incurred by the Contractor where funds are available to the St Agency for payment of such costs. Upon termination or reduction of the Master Contract, remaining funds paid to the Contractor that are not subject to allowable costs alrea incurred by the Contractor shall be returned to the State Agency. In any event, no liabil shall be incurred by the State (including the State Agency) beyond monies available for t purposes of the Master Contract. The Contractor acknowledges that any funds due to t State Agency or the State of New York because of disallowed expenditures after audit sh be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Mast Contract immediately upon the occurrence of a "force majeure." For purposes of the Mast Contract, "Force majeure" shall include, but not be limited to, natural disasters, wa rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and ac beyond the control of the State which render the performance of its obligations impossible.

### 2. *Notice of Termination*:

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.



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b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. ***Effect of Notice and Termination on State's Payment Obligations:***

a) Upon receipt of notice of termination, the Contractor agrees to cancel prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. ***Effect of Termination Based on Misuse or Conversion of State or Federal Property:***

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

**D. Suspension:** The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.



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## III. PAYMENT AND REPORTING

### A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations o expenditures that precede the start date of the Master Contract shall not be reimbursed.

3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Paymen and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution o contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Financ Law.

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**B. Advance Payment and Recoupment:**

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).

2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

**C. Claims for Reimbursement:**

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

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The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordanc with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supportin documentation. The Contractor shall submit vouchers to the State Agency in accordanc with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supportin documentation. The Contractor shall submit vouchers to the State Agency in accordanc with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:[4] Requests for payment based upon an event o milestone may be either severable or cumulative. A severable event/milestone i independent of accomplishment of any other event. If the event is cumulative, the successfu completion of an event or milestone is dependent on the previous completion of anothe event.

Milestone payments shall be made to the Contractor when requested in a form approved b the State, and at frequencies and in amounts stated in Attachment D (Payment and Reportin Schedule). The State Agency shall make milestone payments subject to the Contractor' satisfactory performance.

e) Fee for Service Reimbursement:[5] Payment shall be limited to only those fees specificall agreed upon in the Master Contract and shall be payable no more frequently than monthl upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:[6] Payment shall be limited to rate(s) established in th Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:[7] The State Agency shall generate vouchers at the frequencie and amounts as set forth in Attachment D (Payment and Reporting Schedule), and servic reports shall be used to determine funding levels appropriate to the next annual contrac period.

[4] A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

[5] Fee for Service is a rate established by the Contractor for a service or services rendered.

[6] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

[7] Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.



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h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:[8] Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

**D. Identifying Information and Privacy Notification:**

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number,

[8] Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.



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(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The persona information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Uni within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street Albany, New York, 12236.

**E. Refunds:**

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

**F. Outstanding Amounts Owed to the State:** Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

**G. Program and Fiscal Reporting Requirements:**

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

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2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report* (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

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(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission o the final report shall be the date set forth in Attachment D (Payment and Reportin Schedule). The State Agency shall complete its audit and notify the Contractor of th results no later than the date set forth in Attachment D (Payment and Reportin Schedule). Payment shall be adjusted by the State Agency to reflect only thos services/expenditures that were made in accordance with the Master Contract. Th Contractor shall submit a detailed comprehensive final progress report not later than th date set forth in Attachment D (Payment and Reporting Schedule), summarizing th work performed during the entire Contract Term (i.e., a cumulative report), in the form and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submi such other reports as are required in Table 1 of Attachment D (Payment and Reportin Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one o more final reports in accordance with the form, content, and schedule stated in Table 1 o Attachment D (Payment and Reporting Schedule).

**H. Notification of Significant Occurrences:**

1. If any specific event or conjunction of circumstances threatens the successful completion o this project, in whole or in part, including where relevant, timely completion of milestones o other program requirements, the Contractor agrees to submit to the State Agency within three (3 calendar days of becoming aware of the occurrence or of such problem, a written descriptio thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to th Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers directors or officers of the Contractor, any subcontractor or program participant funded throug the Master Contract, including but not limited to the following: death or serious injury; an arres or possible criminal activity that could impact the successful completion of this project; an destruction of property; significant damage to the physical plant of the Contractor; or othe matters of a similarly serious nature.

## IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

**A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor, and no an employee of the State and may neither hold itself out nor claim to be an officer, employee, o subdivision of the State nor make any claim, demand, or application to or for any right base upon any different status. Notwithstanding the foregoing, the State and the Contractor agree tha if the Contractor is a New York State municipality, the Contractor shall be permitted to hol itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employmen benefits, payment of salaries and management of its project personnel. These functions shall b carried out in accordance with the provisions of the Master Contract, and all applicable Federa and State laws and regulations.

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2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

**B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

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Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, a applicable. Subcontractors shall be informed by the Contractor of the possibility of non-paymen or rejection by the Contractor of claims that do not contain the required information, and/or ar not received by the Contractor by said due date.

**C. Use Of Material, Equipment, Or Personnel:**

1. The Contractor shall not use materials, equipment, or personnel paid for under the Maste Contract for any activity other than those provided for under the Master Contract, except with th State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be th property of the State and shall either be credited to the State at the close-out of the Maste Contract or, upon the written permission of the State, shall be expended on additional services o work, as applicable, provided for under the Master Contract.

**D. Property:**

1. Property is real property, equipment, or tangible personal property having a useful life o more than one year and an acquisition cost of $1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, th State at its sole discretion, may arrange to provide such Property to the Contractor in lieu o the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owne by the State, as provided herein, after the termination of the Master Contract to use fo similar purposes. Otherwise, the Contractor shall return such Property to the State at th Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and t monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased o procured under the Master Contract at its own cost and expense. The Contractor shal procure and maintain insurance at its own cost and expense in an amount satisfactory to th State Agency, naming the State Agency as an additional insured, covering the loss, theft o destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contracto shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchas of or lease for rental of Property (Purchase/Lease Contract) operated in connection with th provision of the services or work, as applicable, as specified in the Master Contract, i applicable, and any modifications, amendments, or extensions of an existing lease c purchase prior to its execution. If, in its discretion, the State disapproves of an

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Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

**E. Records and Audits:**

**1. *General*:**

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,

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detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m. Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. ***Cost Allocation*:**

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. ***Federal Funds*:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

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**F. Confidentiality:** The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**G. Publicity:**

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

**H. Web-Based Applications-Accessibility:** Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

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Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Interne information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results o such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

**I. Non-Discrimination Requirements:** Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gende expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prio criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labo Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contracto agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, o national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agree that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex o disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of $50.0( per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

**J. Equal Opportunities for Minorities and Women; Minority and Women Owned Busines Enterprises:** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a tota expenditure in excess of $25,000.00, whereby a contracting State Agency is committed to expend o does expend funds in return for labor, services, supplies, equipment, materials or any combination o the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting State Agency is committed t expend or does expend funds for the acquisition, construction, demolition, replacement, major repai or renovation of real property and improvements thereon; or (iii) a written agreement in excess o $100,000.00 whereby the owner of a State assisted housing project is committed to expend or doe expend funds for the acquisition, construction, demolition, replacement, major repair or renovatio of real property and improvements thereon for such project, then the Contractor certifies and affirm that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, thos provisions concerning the maximizing of opportunities for the participation of minority and women owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equa employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employmen because of race, creed, color, national origin, sex, age, disability or marital status;

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2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**K. Omnibus Procurement Act of 1992:** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

**L. Workers' Compensation Benefits:**

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be voi and of no force and effect unless the Contractor shall provide and maintain coverage during th life of the Master Contract for the benefit of such employees as are required to be covered by th provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insuranc requirement they must apply for an exemption.

**M. Unemployment Insurance Compliance:** The Contractor shall remain current in both it quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staf only such information as is necessary to determine the Contractor's compliance with the Stat Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty paymen arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it misdemeanor for the recipient of such information to use or disclose the information for any purpos other than the performing due diligence as a part of the approval process for the Master Contract.

**N. Vendor Responsibility:**

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants an represents that it has, to the best of its knowledge, truthfully, accurately and thoroughl completed such Questionnaire. Although electronic filing is preferred, the Contractor ma



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obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

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a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non- responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

**O. Charities Registration:** If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contrac by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

**P. Consultant Disclosure Law:**[9] If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**Q. Wage and Hours Provisions:** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

[9] Not applicable to not-for-profit entities.



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# ATTACHMENT A-1
# AGENCY SPECIFIC TERMS AND CONDITIONS
# CERTIFIED LOCAL GOVERNMENT SUBGRANTS

**A.** The **Program Office, Designated Payment Office** and **Designated Refund Office** shall be the STATE AGENCY identified on the face page.

**B.** For purposes of notice, the **Contractor's designee** shall be the CONTRACTOR DOS (Department of State) INCORPORATED NAME at the CONTRACTOR PRIMARY MAILING ADDRESS, as identified on the face page.

**C.** **Payment** shall be made to CONTRACTOR SFS PAYEE NAME at the CONTRACTOR PAYMENT ADDRESS identified on the Face Page.

**D.** The **Assigned State Staff** referred to in this Attachment can be reached at:

By U.S. Mail to:
Daniel McEneny
Division for Historic Preservation
Peebles Island
PO Box 189
Waterford, New York 12188-0189

For Physical Delivery:
Daniel McEneny
Division for Historic Preservation
Peebles Island
10 Delaware Avenue, North
Cohoes, NY 12047

Phone: (518) 268-2162
Fax: (518) 233-9049
Email: daniel.mceneny@parks.ny.gov

**E.** **Changes to Budget and Program Work Plan.** Changes shall not be made in the work described in Attachment C (Work Plan) or the proposed expenditure of funds as shown in Attachment B (Budget), without the prior written approval of the State. Such approval will be granted if the changes are not substantive and do not alter the scope, intent or basic elements of the contract. Changes in the Work Plan or Budget that are substantive or alter the scope, intent or basic elements of the contract, if agreed to by the State, will be implemented by an amendment that may require approval and filing with the New York Attorney General Contract Approval Unit (AG) and the Office of the State Comptroller (OSC or State Comptroller), per Section I (B) of this Master Contract.

**F.** **Procurement**. All goods and services required for this project must be procured in a manner so as to assure the prudent and economical use of grant moneys, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption.

1. If the Contractor is subject to General Municipal Law, documentation of the Contractor's compliance with the procurement and bidding requirements of General Municipal Law shall be included with the applicable request for reimbursement.

2. If the total amount of the goods or services is less than the dollar threshold for competitive bidding, or if the Contractor is not subject to General Municipal Law, the Contractor must follow procurement procedures designed to achieve the purpose of this clause. Such procedures may include, but are not limited to: competitive bidding, the solicitation of three price quotes, written requests for proposals, etc. When submitting a request for reimbursement, the Contractor must include a copy of the organizational procurement policy applicable to the relevant expenditures and/or documentation of the specific procurement process used for those expenditures.

**G.** The Contractor and all users of this contract are strongly encouraged, to the maximum extent practicable and consistent with legal requirements, to use responsible and responsive **New York State businesses** as subcontractors, suppliers, and in other supporting roles. The Contractor will be required to identify and

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describe New York State businesses used and the value of subcontracts and supply contracts.

**H.** Providing **equal employment opportunities** for minority group members and women ("EEO") and **contracting opportunities** for certified minority and women-owned business enterprises ("MWBEs") are a priority of the State of New York. In addition to the requirements set forth in Section IV(J) of this Master Contract, the Contractor shall take affirmative steps to expand opportunities for New York State certified MWBE firms and/or for businesses preferenced by federal programs, as specified below.

**I. Non-Discrimination**:

1. If the project involves development of public facilities, the Contractor shall not limit access or discriminate in the operation of the facilities on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.
2. The Contractor agrees to comply with all applicable Federal, State, and local Civil Rights and Human Rights laws with reference to equal employment opportunities and the provisions of service.

**J.** It is the Contractor's responsibility, pursuant to Sections 57 and 220(8) of the Workers' Compensation Law, to maintain for State audit and review either proof that they have **Workers' Compensation and Disability Benefits Insurance** coverage for any employees, or proof of exemption from the New York State Workers' Compensation Board. The Contractor must also obtain from any contractor or subcontractor hired to provide a service pursuant to this Master Contract, similar proof or waivers from the contractor or subcontractor, and must maintain such documentation on file for audit.

**K. Planning Requirements.**

1. All planning documents, plans and specifications must be accepted by the State before the Contractor awards contracts for the project or the subject property. These must be prepared by a qualified professional accepted by the State.
2. Any documents developed under this Master Contract shall acknowledge Certified Local Government funding under an Historic Preservation Fund grant from the National Park Service, U.S. Department of the Interior, administered by the NYS Office of Parks, Recreation and Historic Preservation.

**L. Termination**. In addition to the options available to the State in the Master Contract, in the event the Contractor fails to comply with its terms and conditions regarding completion of the project, the State at its option may require the Contractor to bring the project to a point of educational/interpretive, historical, and/or recreational usefulness determined by the State.

**M.** Documents submitted to the State may be subject to disclosure under the **Freedom of Information Law.**

**N. Non-Sectarian Purposes**. The Contractor agrees that funds made available as shown in Attachment B will only be used to achieve the intended public benefit and will not be used for any sectarian purposes.

**O. International Boycott Prohibition**. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (§2NYCRR 105.4).

**P. Prohibition on Purchase of Tropical Hardwoods**. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the

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specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime contractor for the project will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive.

Q. **MacBride Fair Employment Principles.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

R. **Procurement Lobbying**. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§139-j and 139-k, by signing this agreement the Contractor certifies and affirms that all disclosures made in accordance with §§139-j and 139-k are complete, true and accurate. In the event, such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

S. **Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors**. To the extent this agreement is a contract as defined by Tax Law §5-a, if the Contractor fails to make the certification required by Tax Law §5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law §5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

T. **Iran Divestment Act.** By entering into this Agreement, each Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012."

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

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U. **Archeology.** In the event of any unanticipated archeological discoveries, the Contractor shall stop all work and notify the State immediately. Work shall not resume until the State determines how any previously undiscovered archeological remains will be treated. Special attention shall be given to any discovery of burials, graves, or human remains.

V. **Preservation of Historic Properties.** It is the public policy and in the public interest of the State to preserve New York's historical, archeological, architectural and cultural heritage. All activities under this Master Contract shall be reviewed under either Section 106 of the National Historic Preservation Act or Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law to ensure that adverse effects or impacts on significant properties are avoided or mitigated. Any work that affects historic properties shall conform to *The Secretary of the Interior's Standards for the Treatment of Historic Properties 1995, The Secretary of the Interior's Standards and Guidelines for Archeological Documentation* or any other applicable *Secretary of the Interior's Standards* (collectively referenced as *STANDARDS*), which are available from the State.

W. **Post-Completion Requirements.** Following completion of the project, the Contractor shall be responsible for maintaining project records for a period of six years after the grant is closed out. Where the project involves improvement of real property, the Contractor shall be responsible for maintaining and operating the property and improvements; providing public access; maintaining public signage related to the project; and seeking any required State approvals. The State shall have the right and responsibility to audit records and inspect the project and property for compliance.

X. **Admissibility of Reproduction of Contract.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

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# ATTACHMENT A-2
# PROGRAM SPECIFIC TERMS AND CONDITIONS
# CERTIFIED LOCAL GOVERNMENT SUBGRANTS

## I. Program Specific Terms and Conditions

**A. Funding.** Funding for grants to Certified Local Governments comes from the Historic Preservation Fund (HPF), a Federal grants program appropriated by the U.S. Congress and administered by the National Park Service (NPS), which provides financial support to State Preservation Offices (SHPOs). In New York State, the SHPO is the Office of Parks, Recreation and Historic Preservation (OPRHP). OPRHP administers the HPF funding, setting aside 10% of its annual HPF allocation for pass-through grants to eligible Certified Local Governments. HPF funds are subject to both federal and state requirements, as set forth below.

**B. Performance Standards.** The scope of work and products for this project shall be as described and cannot be changed without prior written approval from the State. Work must be completed according to the timetable set forth below and products must meet all accepted professional standards, including the Secretary of the Interior's "Standards and Guidelines for Archaeology and Historic Preservation," as published in the Federal Register, Thursday, September 29, 1983 (48 FR 44716-28) and subsequently updated (http://www.nps.gov/history/local-law/arch_stnds_0.htm) and must be conducted or supervised and reviewed by persons who meet the professional qualifications for the appropriate discipline, as specified in 36 CFR 61. Final products that do not conform to the terms and conditions of this Master Contract or that do not meet the applicable Secretary of the Interior's "Standards" will not be reimbursed.

**C. Equipment.** Grant expenditures for purchase of any equipment with an individual unit cost of more than $5,000 must have advance authorization from the State and the National Park Service. The Contractor must maintain a property inventory and comply with federal property management requirements of OMB Circular A-102 for all equipment purchased with grant funds.

## II. Requirements of the National Park Service, United States Department of the Interior

**A. NPS-49.** The Contractor shall conform with the policies and procedures set forth in the *Historic Preservation Fund Grants Manual*, available at: https://www.nps.gov/preservation-grants/manual/HPF_Manual.pdf

1. **Fiscal Management.** In addition to the terms detailed in this Master Contract, all Federal requirements governing grants including administrative and audit provisions set forth in 2 CFR Part 200, Subpart F are applicable, in particular Subpart E for the determination of allowable costs and Subpart F for audit requirements.

2. **Audit Requirements.** If the Contractor expends more than $750,000 of Federal funds (from all sources), the Contractor must obtain and submit an audit of grant expenditure records performed in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR Part 200, Subpart F. Non-Federal entities that expend less than $750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the National Park Service, the General Accounting Office and the State.



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**B. Personnel.** Primary project personnel must demonstrate requisite experience and training in historic preservation to meet the professional qualifications set forth in the Code of Federal Regulations 36 CFR Part 61, Appendix A. Professional services and subcontracts must be procured in compliance with Federal competitive procurement requirements. Documentation of the competitive selection process, along with its justification and resume(s) for consultant(s) selected for grant-assisted work must be submitted to the State for approval.

**C. Consultant Requirements.** Neither employees of the Contractor or consultants hired by the Contractor who work directly or indirectly on the activities described in this Master Contract shall do any of the following:

1. Use his or her position for the actual or apparent purpose of private gain for him or herself or for another person, other than payment for services rendered, or

2. Convey inside information to any person for the purpose of private gain for his or herself or for another person, when that information has not become part of the body of public information, and would not be available upon request, or

3. Engage in teaching, lecturing or writing that is dependent on information obtained as a result of his or her activities under this contract, except when that information has been made available to the general public, or will be made available upon request, or with the written authorization of the State.

**D. Intangible Property:**

1. The Contractor hereby awards to the State, the United States of America and their officers, agents and employees, when acting within the scope of their official duties, a royalty-free non-exclusive and irrevocable license, to publish, translate, reproduce and use and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all data and copyrightable material first produced or composed under this Master Contract by the Contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material. Unless other arrangements are specified in this Master Contract,

   a) the product of all services performed pursuant to this Master Contract shall be placed in the public domain by the State and the Contractor, except that information locating historical and archeological sites shall be restricted as necessary to protect the sites from unauthorized investigation, and

   b) project products other than publications shall be made available to the public at a cost not to exceed the actual cost of reproduction.

2. The Contractor shall not include any copyrighted matter in any product resulting from this Master Contract without proper acknowledgement of its source. Subject data shall not be used without written approval of the copyright owner, including permission for Government use as noted above.

3. If any discovery or invention arises or is developed in the course of grant-assisted research, developmental, experimental, or demonstration work, the Contractor shall immediately notify the State and the National Park Service of such fact. The NPS will determine whether protection on the invention or discovery will be sought and how the rights

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in the invention or discovery, including any rights under any patent issued thereon, will be allocated and administered in order to protect the public interest.

4. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, no party will unilaterally publish a joint publication without consulting the other party and in all cases proper credit will be given to the efforts of those parties' contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion. This restriction does not apply to popular publications of previously published technical matter.

**E. Deliverables and Publications**

1. Deliverables/publications include but are not limited to: grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation f events, including programs, invitations and photos, websites, mobile apps, exhibits and interpretive signs.

2. **Acknowledgement**. Any publication or deliverable resulting from the services performed pursuant to this Master Contract, including publication of any material based on, or developed under, any activity supported by this grant, shall contain the following credit line acknowledging federal support and nondiscrimination:

"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views or policies of the Department of the Interior.

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office of Equal Opportunity, National Park Service, 1849 C Street, N.W., Washington, D.C. 20240"

**3.** Three copies of all publications and videos funded by this grant must be submitted to the State with the Final Report.

**4.** In addition to the requirement above, one digital copy of each deliverable r publication/deliverable must be furnished to the State for submission to the NPS.

**a)** Refer to the supplemental guidance document "Digital Copies of Grant Products Worksheet" for instructions on creating, naming, and submitting digital copies of deliverables/publications.

**b)** All consultants hired by the Contractor must be informed of this requirement.



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**F. Rights in Data.** The Contractor must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

**G. Nondiscrimination.** All activities pursuant to this Master Contract shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended; Title V, Section 504 of the Rehabilitation Act of 1973, as amended;the Age Discrimination Act of 1975, as amended; and with all other federal laws and regulations prohibiting discrimination on grounds race, color, sexual orientation, national origin, disabilities, religion, age, or sex and the Americans with Disabilities Act, which prohibits discrimination against individuals with disabilities.

1. In executing this Master Contract, the Contractor agrees to comply with these laws and all requirements imposed by or pursuant to the associated Department of the Interior regulations. Execution of the Master Contract constitutes the Contractor's assurance that it will take immediate measures to effectuate this Master Contract and that the assurance will remain in effect for the period during which the federal financial assistance is extended to it.

2. In particular, the Contractor must assure that:

- the historic preservation program receiving federal funding evidences overall compliance with the nondiscrimination statutes; specifically, that it considers the role of all segments of the population in the history, archaeology, architecture, and cultural development of the community;
- the public is provided with nondiscrimination information, including information regarding the right to file a complaint, with particular consideration given to informing non-English speaking populations or those with communication impairment;
- discrimination complaints are forwarded to the appropriate agencies within the mandated timeframes;
- appointed planning and advisory bodies associated with the program involve participation by minority and handicapped persons;
- the program is operated in cooperation with private individuals and organizations representing the interests of minority and handicapped populations;
- minority and handicapped individuals have full accessibility to federally assisted activities and services; and
- qualified handicapped persons are being treated in a nondiscriminatory fashion in employment.

**H. Procurement Procedures.**

It is a national policy to place a fair share of purchases with minority business firms. The Contractor shall make positive efforts to use small businesses, minority-owned firms, and women's business enterprises, whenever possible, taking all of the following steps to further this goal:

a) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

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b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

c) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

d) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

e) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

**I. Equal Employment Opportunity.** The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60), including the reporting requirements set forth in 41 CFR 60-1.7. A provision requiring such compliance must be included in any subcontracts the Contractor awards in excess of $10,000.

**J. Lobbying.**

1. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt. or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its Departments or agencies from communicating to any such Members or officials, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business. or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.

2. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply: No Federal appropriated funds will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.



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**K. Debarment and Suspension** (E.O.s 12549 and 12689). No contracts shall be made to parties listed on the General Services Administration's SAM Exclusions in accordance with E.O.s 12549 and 12689 and 2 CFR Parts 180 and 1400 "Non-Procurement Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principals.

**L. Buy American Act Requirements.** In the case of any equipment or product that may be authorized to be purchased with financial assistance provided under this Master Contract, the Contractor should purchase only American-made equipment and products. Pursuant to Section 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, the Contractor agrees to follow the requirements in 43 CFR Part 12, Subpart E, Buy American Requirements for Assistance Programs.

**M. Insurance.**

1. The Contractor and any subcontractors shall (1) obtain liability insurance or (2) demonstrate present financial resources in an amount determined sufficient by the State to cover claims brought by third parties for death, bodily injury, property damage, or other loss resulting from one or more identified activities carried out in connection with this Agreement.

2. Insured. The United States, the National Park Service, the People of the State of New York, OPRHP and its officers, employees and representatives shall be named as an additional insured under the Contractor's or subcontractor's insurance policies.

3. Indemnification. The Contractor and any subcontractor shall indemnify the United States, NPS and the State from any act or omission of the contractor or subcontractor, its officers, employees, or (members, participants, agents, representatives, agents as appropriate), (1) against third party claims for damages arising from one or more identified activities carried out in connection with this Agreement and (2) for damage or loss to government property resulting from such an activity. This obligation shall survive the termination of this Agreement.

a) The Contractor and any subcontractors shall purchase public and employee liability insurance at their own expense from a responsible company or companies with a minimum limitation of one million dollars ($1,000,000) per person for any one claim, and an aggregate limitation of three million dollars ($3,000,000) for any number of claims arising from any one incident. The policies shall specify that the insured shall have no right of subrogation against the United States, NPS or the State for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk

b) The Contractor and any subcontractors shall pay the United States the full value for all damage to the lands or other property of the United States caused by the contractor's or sub-contractor's officers, employees, or representatives.

c) The Contractor and any subcontractors shall provide workers' compensation and disability insurance. Insurance coverage shall be provided only by an insurance

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carrier rated A- Class VII or better throughout the term of this Cooperative Agreement.

d) All insurance policies and certificates shall name as additional insured "the People of the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, their officers, agents and employees, the United States and the National Park Service." Designating these entities as "certificate holders" shall not constitute compliance.

**e)** The Contractor and any subcontractors shall cooperate with NPS or the State in the investigation and defense of any claims that may be filed with NPS or the State arising out of the contractor's or subcontractor's activities of the State, its agents, and employees.

**N. Conflict of Interest.** The Contractor must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the Contractor's ability to provide impartial, technically sound, and objective performance under or with respect to this agreement. The Contractor must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. Any conflict of interest that is known or identified during the life of this agreement must be disclosed in writing to the National Park Service's Financial Assistance Officer, who will evaluate the conflict and, as necessary, develop an appropriate means for resolving it.

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**ATTACHMENT B-1 EXPENDITURE BASED BUDGET**

***SUMMARY***

PROJECT NAME: Regional Commission Training and Outreach via Preservation Day

CONTRACTOR SFS PAYEE NAME: AMHERST TOWN OF

CONTRACT PERIOD: From: 10/01/2021

To: 09/30/2023

| CATEGORY OF EXPENSE | GRANT FUNDS | MATCH FUNDS | MATCH % | OTHER FUNDS | TOTAL |
|---|---|---|---|---|---|
| 1. Personal Services | | | | | |
| a) Salary | $0.00 | $3,000.00 | 0 % | $0.00 | $3,000.00 |
| b) Fringe | $0.00 | $1,040.00 | 0 % | $0.00 | $1,040.00 |
| Subtotal | $0.00 | $4,040.00 | 0 % | $0.00 | $4,040.00 |
| 2. Non Personal Services | | | | | |
| a) Contractual Services | $13,355.00 | $0.00 | 0 % | $0.00 | $13,355.00 |
| b) Travel | $0.00 | $0.00 | 0 % | $0.00 | $0.00 |
| c) Equipment | $0.00 | $0.00 | 0 % | $0.00 | $0.00 |
| d) Space/Property & Utilities | $1,500.00 | $0.00 | 0 % | $0.00 | $1,500.00 |
| e) Operating Expenses | $0.00 | $0.00 | 0 % | $0.00 | $0.00 |
| f) Other | $270.00 | $10,133.00 | 3752 % | $0.00 | $10,403.00 |
| Subtotal | $15,125.00 | $10,133.00 | 66 % | $0.00 | $25,258.00 |
| TOTAL | $15,125.00 | $14,173.00 | 93 % | $0.00 | $29,298.00 |





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## ATTACHMENT B-1 EXPENDITURE BASED BUDGET

*PERSONAL SERVICES DETAIL*

| SALARY | | | | | |
|---|---|---|---|---|---|
| **POSITION TITLE** | **ANNUALIZED SALARY PER POSITION** | **STANDARD WORK WEEK (HOURS)** | **PERCENT OF EFFORT FUNDED** | **NUMBER OF MONTHS FUNDED** | **TOTAL** |
| State and Federal Grant Administrator | $72,800.00 | | | | $1,400.00 |
| Assistant Planner | $62,400.00 | | | | $1,200.00 |
| Town Councilperson | $35,000.00 | | | | $400.00 |
| | | | | Subtotal | $3,000.00 |
| **TOTAL FRINGE** | | | | | |
| | | | | | $1,040.00 |
| | | | | PERSONAL SERVICES TOTAL | $4,040.00 |

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET**
***NON-PERSONAL SERVICES DETAIL***

| CONTRACTUAL SERVICES - TYPE/DESCRIPTION | TOTAL |
|---|---|
| Preservation Day Contracted Staff/Marketing Materials | $13,355.00 |
| TOTAL | $13,355.00 |

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET**

***NON-PERSONAL SERVICES DETAIL***

| TRAVEL - TYPE/DESCRIPTION | TOTAL |
|---|---|
| | |
| TOTAL | |



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| EQUIPMENT - TYPE/DESCRIPTION | TOTAL |
|---|---|
| | |
| TOTAL | |



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13.P.4.b

| SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION | TOTAL |
|---|---|
| Facilities/Equipment Rentals | $1,500.00 |
| TOTAL | $1,500.00 |



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| SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION | TOTAL |
|---|---|
| | |
| TOTAL | |



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| TYPE/DESCRIPTION OF UTILITY EXPENSES | TOTAL |
|---|---|
| | |
| TOTAL | |



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| OPERATING EXPENSES - TYPE/DESCRIPTION | TOTAL |
|---|---|
| | |
| TOTAL | |



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| OTHER - TYPE/DESCRIPTION | TOTAL |
|---|---|
| Volunteer Labor | $10,133.00 |
| Other (Materials/Supplies) | $270.00 |
| TOTAL | $10,403.00 |

**ATTACHMENT C - WORK PLAN**

***SUMMARY***

PROJECT NAME: Regional Commission Training and Outreach via Preservation Day

CONTRACTOR SFS PAYEE NAME: AMHERST TOWN OF

CONTRACT PERIOD: From: 10/01/2021

To: 09/30/2023

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes.
Commission training and public outreach, coordination with Preservation Buffalo Niagara to present Preservation Day 2022.



ntract Number: # PRK01-T62202GG-1290000

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## ATTACHMENT C - WORK PLAN

***DETAIL***

| Objective | |
|---|---|
| 1 | Conduct Historic Preservation Training/Outreach - |

| Tasks | |
|---|---|
| 1.1 | Conduct Speaker Series/Event/Outreach - Conduct Speaker Series/Event/Outreach |

Performance Measures

1.1.1 Documentation/Description of Event - No



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13.P.4.b

## ATTACHMENT D

## PAYMENT AND REPORTING SCHEDULE

I. **PAYMENT PROVISIONS**

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

**A. Advance Payment, Initial Payment and Recoupment Language (if applicable):**

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of ___ percent (___%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).

2. The State Agency will make an initial payment to the Contractor in the amount of ___ percent (___%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than ___ days from the beginning of the budget period.

3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

| Period | Amount | Due Date |
|---|---|---|
| | | |
| | | |
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| | | |
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4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (___%) of subsequent claims and such claims will be reduced until the advance or initial payment is fully recovered within the contract period.



Attachment: NYS OPRHP grant (RES-2022-647 : Certified Local Government (CLG) Grant Application for a Historic Preservation Public

Packet Pg. 677

13.P.4.b

**B. Interim and/or Final Claims for Reimbursement**

Claiming Frequency: Milestone/Performance Reimbursement

Number of Days/Claims: 1

For Quarterly, Monthly and Biannual Reimbursement Claim Frequency, the above field represents the number of days after the claim period that the claim is due to the State from the Grantee.

For Interim Reimbursement as Requested by Contractor the Number of Days/Claims is not applicable.

For all other selected Claim Frequency, the Number of Days/Claims represents the number of claims due under the contract and listed in the table below.

| Expenditure Period Dates | | Due Date |
|---|---|---|
| From | To | |
| 10/01/2021 | 09/30/2023 | 11/01/2023 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**A. Expenditure-Based Reports (select the applicable report type):**

[X] Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

[ ] Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than ___ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

[ ] Expenditure Report

The Contractor will submit, on a quarterly basis, not later than ___ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

[X] Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 60 days after the end of the contract period.

[ ] Consolidated Fiscal Report (CFR)[1]

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

[1] The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.



Attachment: NYS OPRHP grant (RES-2022-647 : Certified Local Government (CLG) Grant Application for a Historic Preservation Public

**B. Progress-Based Reports**

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (See Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ___ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is ___. The agency shall complete its audit and notify vendor of the results no later than ___. The Contractor shall submit the report not later than ___ days from the end of the contract.

**C. Other Reports**

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

Attachment: NYS OPRHP grant (RES-2022-647 : Certified Local Government (CLG) Grant Application for a Historic Preservation Public

**TABLE 1 - REPORTING SCHEDULE**

| OTHER REPORT # | PERIOD COVERED | | Due Date |
|---|---|---|---|
| 1 | 10/01/2021 | 09/30/2023 | 11/01/2023 |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |

**III. SPECIAL PAYMENT AND REPORTING PROVISIONS**

Attachment: NYS OPRHP grant (RES-2022-647 : Certified Local Government (CLG) Grant Application for a Historic Preservation Public

Attachment: NYS OPRHP grant (RES-2022-647 : Certified Local Government (CLG) Grant Application for a Historic Preservation Public

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 25966 **RESOLUTION 2022-648** **ADOPTED**

# Davis-Ulmer (CRS #3410) Sprinkler Inspection Agreement: APD Headquarters

**Town Board Agenda Item: June 27, 2022**

**TO:** **Town Board**

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

**RE:** **Davis-Ulmer (CRS #3410)**
**Sprinkler Inspection Agreement: APD Headquarters**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract between the Town of Amherst (Police) and Davis-Ulmer, One Commerce Drive, Amherst, New York 14228 with regard to the above-entitled matter. This contract has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: June 27, 2022)**

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

A3120 .4110: $1,140.00

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

Attachment: DavisUlmerInspectionContract for CRS Routing 5.23.2022 (RES-2022-648 : Davis Ulmer Sprinkler Inspection: APD HQ (CRS# 3410))

DAVIS-ULMER FIRE PROTECTION

• Sprinklers • Suppression • Fire Alarm • Security

## *Inspection Agreement*

Effective, **(May 20, 2022)** and subject to all terms, conditions, and limitations specified in this Agreement, **Customer** ("Customer") hereby engages Davis-Ulmer Sprinkler Company, Inc. ("Company") to perform inspection services at the premises specified in Section I below (the "Property"), and Company agrees to perform such services subject to all terms, conditions and limitations specified in this Agreement and as outlined in Section II.

**SECTION I – CUSTOMER & PROPERTY INFORMATION**

| | | | |
|---|---|---|---|
| **Property:** | **Town of Amherst Police Dept** | **Bill To:** | **Same** |
| **Address:** | 500 John James Audubon Pkwy, | **Address** | |
| **City** | Buffalo, NY 14228 | | |
| | | | |
| **Phone:** | (Jamie) 716- 435-8669 | **Phone:** | |
| **Fax:** | | **Fax:** | |
| **E-Mail:** | janable@apdny.org | **E-Mail:** | |

**Property Owner** (If different from Customer):

If the Town of Amherst is not the owner of the Property (i) Customer represents, warrants and covenants to Company that Customer is authorized by the owner to enter into this Agreement and allow Company to access the Property and perform the services described below, and (ii) Customer authorizes Company to communicate the results of any inspection directly to the owner.

---

**SECTION II – INSPECTION**

Customer engages Company-to perform a
☐ single ☐ monthly ☐ quarterly ☐ semi-annual ☐ annual ☒ other (see frequencies below)
inspection(s) of the automatic fire protection and/or alarm/security equipment installed on or within the Property.

Systems to be inspected:

***Inspect and test two (1) wet pipe sprinkler system quarterly***
***Inspect and test one (1) anti-freeze loop annually***
***Inspect and test one (1) dry chemical suppression system semi-annually***

Per Scopes(s) of Work attached. Actual inspection date(s) will be determined by Company.

**Please Note: If the usage of a lift is required additional cost will be applied.**

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**SECTION III – TERM, INSPECTION FEE, AND PAYMENT**

The term of this Agreement shall be for a period of **one (1) year.** ***May 1, 2022, through April 30, 2022***

Customer agrees to pay the **total annual sum** of **$1,140.00**
Customer will be invoiced as follows:
**After each quarterly sprinkler inspection, (wet/anti-freeze loop)** the sum of **$180.00**
**After each semi-annual dry chemical system inspection,** the sum of **$210.00**

Specified fee does not include any applicable sales or other tax. Customer is responsible for all applicable taxes.

Company will issue an invoice promptly upon completion of each inspection. Customer will pay each invoice in full, without any setoff or deduction whatsoever, no later than 30 days after receipt of invoice. Any amounts past due will be subject to a finance charge equal to the lesser of 1.5% per month or the maximum legal rate. Customer agrees to reimburse Company for all costs of collection, including attorneys' fees.

## SECTION IV - OTHER TERMS AND LIMITATIONS

1. **SERVICE OF THE FIRE PROTECTION EQUIPMENT:** The Client agrees to purchase and Company agrees to provide in accordance with these terms and conditions services for the purpose of inspecting and testing Client's fire protection equipment in accordance with the terms and condition of this agreement. The Company will be permitted, at all reasonable times, to enter the Property indicated above to conduct the inspection and testing as outlined in this Agreement. The Company will be permitted to gather information, data on the Subscriber's systems (outlined in this agreement) and retain that information, data for use as the Company deems necessary. The Company may or may not use software to collect, view and or store collected information, data in any format necessary to use as needed.

2. **TERMS AND RENEWAL OF AGREEMENT:** Client agrees and acknowledges that this Agreement shall commence on the Effective Date or from the date of acceptance by Company whichever occurs later unless terminated as provided herein and continue for the term indicated by customer in Section III: TERM (the initial term). At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then current term.

3. **PRICE AND PAYMENT:** The charge for the work agreed to be performed herein shall include all labor, as described in paragraph 4.A, per diem and travel. Client agrees to pay company for the Term(s) of this Agreement, Company's applicable charges for testing and inspection services and for service calls as set forth under this Agreement. With approved credit, all invoices are due and payable in full according to the stated terms, net 30 days and interest at a rate of (1 ½%) on all unpaid invoices (30) days past due. If payment for work provided in this agreement is not paid when due, Client agrees to pay all costs of collection including attorneys' fees. Charges for inspection services or rates for basic or emergency service in any subsequent year of this agreement shall not exceed 115% of the prior year.

4. **INSPECTIONS AND SERVICE:** For the agreed on amount, as shown on the attached Proposal, during the term(s) of this Agreement, Company agrees to provide inspection, certification, service and parts as follows:

**A.** Periodic inspections of the fire protection equipment described in our attached Proposal means to inspect, test, and adjust the systems to assure components thereof are operating within the manufacturer's acceptable standards. Client will be notified, in writing, of any components found not to be within accepted operating standards. Sprinkler inspections are not intended to and will not address the adequacy of the system design or installation of systems not installed by Davis-Ulmer Sprinkler Company, Inc.. Davis-Ulmer Sprinkler Company, Inc. performs inspections of the sprinklers, pipe, fittings, and other components that are accessible and not in concealed spaces visually and from the floor of the facility, and only for the conditions listed in this report or as otherwise required by NFPA 25. Components will be repaired or replaced only upon written authorization of the Client and invoiced at the service rates (s) set forth under the Clarifications of the Proposal. The frequency of each inspection shall be identified within the Proposal, beginning with the first inspection.

**B.** Any additional work, material or services outside the scope of this Agreement, which is requested by the Client and furnished by the Company, may be provided by the Company at its sole discretion. Further, such additional work, material or services shall be delivered under the terms of this Agreement, and by execution hereof. Client acknowledges that this Section V shall be incorporated into and become a part of any order for such additional work, equipment or services.

**C.** If in the sole determination of the Company, and at any time prior to or during the term of this Agreement, the equipment or any portion of it cannot be adequately inspected, repaired or adjusted on-site to bring it to an acceptable condition, Company shall have the right, at its discretion, to cancel this Agreement. If, alternatively and in the sole determination of the Company, portions of the system cannot be brought up to acceptable level of operation through service and maintenance, in lieu of canceling the Agreement, Company may reduce the scope of the work and the inspection and maintenance charge shall be adjusted accordingly.



Attachment: DavisUlmerInspectionContract for CRS Routing 5.23.2022 (RES-2022-648 : Davis Ulmer Sprinkler Inspection: APD HQ (CRS# 3410))

**D.** Repair(s), diagnosis, addition(s) change(s), relocation(s) or emergency services are not included within the inspection amount quoted. These services will not be provided without the authorization of the Client and will be invoiced at the company's then current hourly rate for services, including travel charges and per-diem. Service calls during normal working hours will be invoiced based upon cost portal to portal and a (2) hour minimum. After hours service calls will be based upon portal to portal and a (3) hour minimum. Client also agreed to pay Company an overtime rate of (1 ½) times the hourly rate for service(s) required at other than normal working hours for the Company except for Sundays and Holidays which will be at an overtime rate of (2) times the hourly rate of service. Normal working hours for the Company are, 8:00 AM – 5:00 PM, Monday through Friday, excluding holidays. Service parts and applicable material will be charged out in accordance with Company's current established pricing, not to exceed the Manufacturer's current published list price.

**E.** Company, following each inspection, will provide to Customer a written "Report of Inspection" ("Report"). If required and/or with prior written authorization, Company will provide copies of the Report to the local or state authority having jurisdiction on behalf of Customer. If requested by Customer, a copy of the Report will also be forwarded to Customer's insurance company. The Report and recommendations, if any, by Company are only advisory in nature and are intended to assist Customer in reducing the possibility of loss to the Property by indicating obvious defects or impairments to the system(s) which were discovered by Company's inspection and which should receive prompt attention.

5. **LIMITATION OF LIABLITY:** CLIENT ACKNOWLEDGES THAT COMPANY IS NOT AN INSURER, THAT CLIENT SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE PAYMENTS MADE TO COMPANY BY CLIENT ON THIS PROJECT ARE BASED UPON THE VALUE OF THE SYSTEM AND/OR SERVICES PROVIDED AND ARE UNRELATED TO THE VALUE OF CLIENT'S PROPERTY OR BUSINESS OR ANY POTENTIAL LIABILITY OF DAMAGE TO CLIENT ARISING OUT OF THE WORK PERFORMED BY COMPANY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS TO THE CLIENT AND TO COMPANY RESULTING FROM THE WORK PERFORMED BY COMPANY, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT, AS WELL AS THE CLIENT'S ASSIGNS, AGENTS, AND REPRESENTATIVES, AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES AND COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, TO A MAXIMUM OF $5,000 OR THE AMOUNT OF THE CONTRACT/PRICE OF WORK BEING PERFORMED, WHICHEVER IS LESS, AND CLIENT DOES HEREBY RELEASE Davis-Ulmer Sprinkler Company, Inc.FROM ANY CLAIMS IN EXCESS OF SAID LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL JUDGMENTS, CLAIMS, LIABILITY, COSTS, CLAIM EXPENSES, AND ALL OTHER DAMAGES OR LOSSES OF ANY NATURE, INCLUDING ATTORNEYS' FEES (COLLECTIVELY "DAMAGES") SUSTAINED BY CLIENT OR ANY OTHER PARTY CLAIMING BY OR THROUGH CLIENT. THIS LIMITATION OF LIABILITY SHALL APPLY, 1.) REGARDLESS OF THE AMOUNT OF ANY DAMAGES SUSTAINED, IF ANY, AS A RESULT OF THIS WORK; AND, 2.) EVEN IF THE DAMAGES ARE ACTUALLY CAUSED OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE, BREACH OF WARRANTY, VIOLATION OF A STATUTE, ORDINANCE, REGULATION, STANDARD OR RULE, DEFECTIVE PRODUCTS, , OR OTHER FAULT OF COMPANY OR COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR REPRESENTATIVES. SHOULD CLIENT DESIRE A DIFFERENT LIMITATION OF LIABILITY, SUCH IS AVAILABLE AS AN ADDITIONAL SERVICE AT AN ADDITIONAL COST. CLIENT AGREES TO REQUIRE IT INSURANCE POLICIES TO BE ENDORSED SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST COMPANY.

6. **WARRANTIES:**

**A.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATEVER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES OR REPRESENTATIONS WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.

**B.** COMPANY DOES WARRANT THAT SERVICE UNDER THIS AGREEMENT WILL BE COMPETENT AND THAT PARTS INSTALLED ON THE SYSTEM IN CONNECTION WITH SERVICE PROVIDED UNDER THIS AGREEMENT WILL MEET MANUFACTURER'S SPECIFICATIONS AT THE TIME THEY ARE INSTALLED. FAILURES TO PERFORM CONSISTENTLY WITH THIS WARRANTY WILL BE REMEDIED SOLEY BY THE COMPANY DURING THE TERM OF THIS AGREEMENT, BY CORRECTLY RE-PERFORMING NONCOMPLYING SERVICE(S) OR REPAIRING OR REPLACING DEFECTIVE MATERIALS PROVIDED BY THE COMPANY, UPON WRITTEN NOTICE TO THE COMPANY BY THE CLIENT DURING THE TERM(S) OF THIS AGREEMENT.

**C.** THE COMPANY DOES NOT KNOW AND DOES NOT REPRESENT THAT THE CURRENT FIRE PROTECTION SYSTEM ON THE PROPERTY OF CLIENT WAS ORIGINALLY DESIGNED AND INSTALLED IN SUCH A WAY THAT THE SYSTEM WILL



Attachment: DavisUlmerInspectionContract for CRS Routing 5.23.2022 (RES-2022-648 : Davis Ulmer Sprinkler Inspection: APD HQ (CRS# 3410))

PERFORM AS ORIGINALLY INTENDED OR IS SUITABLE AND SUFFICIENT FOR ITS INTENDED PURPOSE GIVEN THE WAY IN WHICH THE PROPERTY HAS BEEN OR WILL BE USED, RECONFIGURED OR MAINTAINED. THIS AGREEMENT IS NOT A GUARANTEE OR WARRANTY THAT THE SYSTEM WILL IN ALL CASES (i) PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT WAS ORIGINALLY INTENDED, (ii) IS FREE OF ALL DEFECTS AND DEFICIENCIES, AND (iii) IS IN COMPLIANCE WITH ALL APPLICABLE CODES. CLIENT AGREES THAT IT HAS NOT RETAINED COMPANY TO MAKE THESE ASSESSMENTS AS PART OF THIS AGREEMENT. ANY SUCH ASSESSMENT MUST BE BY A SEPARATE AGREEMENT SUBJECT TO THESE TERMS AND CONDITIONS. COMPANY FURTHER DOES NOT REPRESENT, GUARANTEE OR WARRANT THAT ANY EQUIPMENT REFERRED TO IN THIS AGREEMENT OR ANY SERVICE OR INSPECTION PROVIDED BY IT UNDER THIS AGREEMENT WILL RESULT IN A SYSTEM WHICH WILL OPERATE AS DESIGNED, OR IS SUITABLE FOR ANY PARTICULAR PURPOSE, OR WILL PREVENT ANY LOSS BY BURGLARY, FIRE OR OTHERWISE, OR WILL IN ALL CASES OR ANY PARTICULAR CASE AVERT OR PREVENT RISKS, LOSSES, OR OTHER OCCURENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE EQUIPMENT OR SERVICES WERE OR ARE DESIGNED TO PERFORM, DETECT OR AVERT.

**D.** The Company is not responsible for any damages due to: (1) incompatibility of materials within a CPVC piping system, or (2) corrosion, or deterioration of piping due to Customer's water supply, atmospheric conditions, soil quality, or any other condition at Customer's facility that adversely affects the integrity of the fire protection system.

**E.** Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., at the Property, however it is Customer's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and to take measures to eliminate the formation of ice in any area where a slip and fall hazard could occur.

7. **REDUCED PRESSURE BACKFLOW PREVENTER:** BY SIGNING BELOW, CLIENT ACKNOWLEDGES THAT REDUCED PRESSURE BACKFLOW PREVENTERS (RPBP), ARE DESIGNED TO DISCHARGE WHEN CHECK VALVES ARE FOULED OR DUE TO WATER PRESSURE FLUCTUATIONS FROM CITY WATER SUPPLIES. ANY MAINTENANCE, REPAIR OR INSPECTION ON A FIRE SPRINKLER SYSTEM COULD RESULT IN WATER FLOW THROUGH THE RPBP AND POSSIBLE DISCHARGE. BY SIGNING BELOW, CLIENT AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS Davis-Ulmer Sprinkler Company, Inc. FROM ANY CLAIM OR LIABILITY FOR ANY DAMAGES INCURRED BY THIS DISCHARGE OR LACK OF PROPER RPBP DRAIN PIPING AND OR RPBP DRAIN EQUIPMENT OR FAILURE OF THIS PIPING OR EQUIPMENT Davis-Ulmer Sprinkler Company, Inc. WAS SPECIFICALLY CONTRACTED TO DESIGN AND/OR INSTALL THIS EQUIPMENT.

8. **RESPONSIBLITIES OF CLIENT:** The Client agrees to:

**A.** Promptly notify Company of any known or suspected trouble or malfunction in the equipment, request a hazard evaluation if there are changes in occupancy, use, processes or materials, and promptly approve correction of impairments and critical deficiencies found during any inspection. All replaced parts become the property of the Company.

**B.** Maintain the system per original installers instructions and manufacturer' specifications.

**C.** Authorize Company, its agents and employees, for purposes of this Agreement, to enter upon the premises of Client, to repair or inspect the equipment and to make any changes or alteration to the equipment, as authorized by Client. Client also agrees to provide Company with ready accessibility to all components of systems requiring inspection and testing and appropriate working space, including adequate light, electricity, telephone access, ladders or lifts as required for Company's use in providing service(s) under this Agreement. In addition, Client agrees to provide one individual to monitor the control panel during testing and certification.

**D.** Designate suitable representative(s) satisfactory to the Company as exclusive contact(s) between Company and the Client, who shall have authority to make decisions on behalf of Client concerning service of the equipment by Company.

**E.** Neither authorize nor permit maintenance, repairs or modifications of any kind to be made to the equipment, except by the Company or as specified and approved in advance by the Company.

**F.** Assume complete responsibility for the maintenance and repair of the system except as is set forth in this agreement.

9. **INDEMNIFICATION.** COMPANY AND CLIENT SHALL DEFEND, INDEMNIFY AND HOLD ONE ANOTHER HARMLESS FROM ANY EXPENSE, LIABILITY, LOSS, CLAIM OR DAMAGE, FOR PERSONAL INJURIES AND DEATH OR PROPERTY DAMAGE ASSERTED BY ANY THIRD PARTY, CAUSED BY THE ALLEGED NEGLIGENCE OF ITSELF, ITS AGENTS, EMPLOYEES, OR ANY OTHER INDIVIDUAL OR ENTITY AFFILIATED WITH IT, AND RESULTING FROM THE SERVICES PROVIDED HEREIN ,OR OVERALL FUNCTIONALITY OF THE SYSTEM IDENTIFIED IN THIS AGREEMENT.



Attachment: DavisUlmerInspectionContract for CRS Routing 5.23.2022 (RES-2022-648 : Davis Ulmer Sprinkler Inspection: APD HQ (CRS# 3410))

10. **ADDITIONAL COMPANY RESPONSIBILITY**.

**A.** Company will provide service calls and emergency service, upon request of the Client, subject to any delay which may be occasioned by strike, riot, acts of God or any other circumstances beyond the control of the Company, as soon as it is reasonably practical to do so. Company will make reasonable efforts to attend promptly to the emergency needs of the Client, but it can make no guaranty of response time by the company or what may be required to properly service the equipment.

**B.** In the event a malfunction of a type covered by this Agreement has not been remedied before this Agreement has terminated for whatever reason, any service requested by the Client thereafter may be provided by the Company in its sole discretion and at the Company's then-current rates for services, including travel charges, per diem and materials.

**C.** Company will provide necessary test equipment required to perform service(s) under this Agreement.

**D.** If replacement parts are necessary under this Agreement, Company may provide new and /or used replacements.

11. **NO CONFLICT WITH OTHER CLIENT AGREEMENTS.** Client warrants that the negotiation, execution and implementation of this Agreement will not conflict with any other agreement of which the Client is aware with any other person or firm. Client agrees to defend, indemnify and hold harmless the Company from claims of any sort by any person or firm alleging that this Agreement violates, interferes with or infringes upon any other Agreement in any way.

12. **LICENSES, TAXES, PERMITS AND FALSE ALARMS.** Client shall identify any rules, regulations, standards or codes with which the equipment must comply, and shall obtain and pay for any necessary licenses or other certificates of compliance for same. Client is solely responsibility for any fees, taxes (including sales taxes), false alarm fines, and any other governmental assessments related to the equipment or system operation and shall reimburse and indemnify the Company for any such expenses incurred by the Company. Client and Company are each responsible for obtaining any necessary licenses or permits needed to perform their respective obligations under this Agreement.

13. **ASSIGNMENTS AND DELEGATIONS.** Neither the Company nor the Client may assign this Agreement to any other person, firm or corporation without notice to or approval by the other, but Company may subcontract any activities that it may perform under this Agreement.

14. **ENGINEERING CHANGES.** Occasionally, manufacturers may issue non-warranty engineering changes to equipment necessary to assure proper operation of system components. If, in the opinion of the Company and Client, installation of such engineering changes requires service(s) or material(s) in excess of those incidental to a normal preventive maintenance inspection, such excess shall be paid for by the Client at Company's applicable charges for on-call and emergency services as set forth under this Agreement provided that company will remain responsible for performance of its obligations under this agreement. Failure by the Client to have factory recommended engineering changes installed on the system will relieve the Company from further performance under this Agreement, but will not relieve the Client of its obligations hereunder. No other engineering changes or system modification are covered by this Agreement except as may be otherwise specifically provided herein.

15. **INVALID PROVISIONS.** If any of the parts of this Agreement shall be determined by a court of competent jurisdiction to be invalid or inoperative, all of the remaining parts shall remain in full force and effect.

16. **ENTIRE AGREEMENT.** This writing is intended by the parties as the final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties; there are no prior writings, verbal negotiations, understandings, representations or agreements not expressed in this Agreement, and the parties rely only upon the contents of this Agreement in executing it, and have not relied on any other representations, oral or otherwise, made by the parties, their agents or employees. Only a writing signed by each of the parties or their duly authorized agents may modify this Agreement. No waiver of breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. This agreement shall bind and benefit the heirs, successors and assigns for the respective parties. A written Service Agreement Proposal is provided for clarification purposes and is hereby made a part of this contract.

17. **RECEIPT AND REVIEW OF AGREEMENT.** The Client specifically acknowledges that it has received a copy of these Terms and Conditions in its entirety, represents that it has authority to enter into this Agreement, and has read the same, understood it and agreed to its contents before signing it. Further the person executing these Terms and



Attachment: DavisUlmerInspectionContract for CRS Routing 5.23.2022 (RES-2022-648 : Davis Ulmer Sprinkler Inspection: APD HQ (CRS# 3410))

Conditions has the full authority of the Client to bind the Client, to the fullest extent provided by law, to these Terms and Conditions.

**A.** This Agreement may not be assigned by Customer without the written consent of Company.

**B.** This Agreement may be signed in counterparts; a signed facsimile, photocopy, and/or electronic mail of this Agreement shall be as binding on both parties just as though this Agreement were executed in its original, pre-printed form.

**C.** The Company for formal bid documents, is not a Disadvantaged Business Enterprise. Furthermore, no DBE, MWBE or other minority program participation goals or requirements are included or inferred. Should this project involve DBE, MWBE or other minority program participation goals or requirements please advise in writing regarding the specific nature of those goals or requirements and specifically how they impact Davis-Ulmer Sprinkler Company, Inc..

Other inclusions, exclusions or attachments:

***General Exclusions:** Painting, patching, underground and/or trenching, after hour, weekend and holiday labor rates, fire watch, prevailing wage/certified payroll, abatement including but not limited to asbestos and lead, water containment/disposal, conduit and wire, permit fees, scissor lifts, dampers, ground faults.

* **Pricing:** The pricing set forth in this Agreement is based on the number of devices set forth in Section II: Scope of Work. If for any reason the actual number of devices is higher than the number set forth in Section II: Scope of Work, the price will be adjusted accordingly.

***Coverage:** Proposal above is for Test & Inspect only of above systems. All repairs, parts and services outside of above testing & inspecting scope of work is billable at Davis-Ulmer Sprinkler Company, Inc. current Time & Material Rates.

***Access:** During inspection, inspectors must have access to control valves, and alarm information, buried and/or non-accessible FDC check valves will be listed on the report and a recommendation for relocation under a separate contract. Inspectors must have access to all suites, apartments, units, etc. Customer responsible for notifying tenants of inspection and for gaining access in to each and every unit/apartment on scheduled inspection date(s). **If multiple inspections are required due to "no access" customer will be responsible for hourly rates of inspectors at Davis-Ulmer Sprinkler Company, Inc. current Time & Material Rates.**

**ACCESS ACKNOWLEDGEMENT CUSTOMER INITIAL_____**

***On Site Inspection Repairs:** Client authorizes Davis-Ulmer Sprinkler Company, Inc.to perform repairs or component replacements, found to be necessary during the course of inspection, the amount of $500.00 or less, ONLY IF TECHNICIAN HAS THOSE PARTS READILY AVAILABLE ON HIS TRUCK. Any necessary repairs for an amount exceeding $500.00 will be first submitted in writing for written approval. Any repairs performed while on site during inspection will be billed on a "Time & Material" basis and subject to the terms of this Agreement. Hourly rates are provided in ½ hour increments. All labor rates are subject to change with a thirty (30) day written notice to the client.

**ON SITE REPAIRS ACKNOWLEDGEMENT CUSTOMER INITIAL_____**

***Cancelation/Reschedule Notice:** Should the customer cancel or reschedule all or any portion of the inspection/scope without giving 3 business days' notice to the Davis-Ulmer Sprinkler Company, Inc. we will assess a scheduling impact fee. The fee shall be equal to 4 hours of our current set Time and Material rate.

***COVID-19**: "Due to the existing pandemic involving COVID-19 and the constantly evolving situation, which includes shut downs of definite and indefinite durations by the federal, state, and local governments, quarantines, business shut downs, transportation interruptions, disruptions in the supply chain of certain materials, supplies, or equipment, disruptions to public services, temporary suspensions of work on site, or the unavailability or reduced availability of manpower, the parties agree that if Subcontractor is hindered, prevented or delayed at any time in the commencement or progress of the work for a cause arising from or related to COVID-19, including but not limited to any of the examples above, Subcontractor shall be entitled to an extension of the Contract time. Furthermore, Subcontractor shall be entitled to additional compensation for increased costs associated with the high demand for specified materials, for increased costs associated with any proposed substitute approved by Contractor or Owner, or any other similar cost increase outside the control of Subcontractor."



Attachment: DavisUlmerInspectionContract for CRS Routing 5.23.2022 (RES-2022-648 : Davis Ulmer Sprinkler Inspection: APD HQ (CRS# 3410))

**SECTION V: THIRD PARTY AUTHORIZATION**

Customer requests and authorizes Company to provide the following designated third parties with the Report information outlined below:

**SECTION VI: ACCEPTANCE AND SIGNATURE**

| *Customer: Town of Amherst Police Dept.* | | *Davis-Ulmer Sprinkler Company, Inc.* | |
|---|---|---|---|
| SIGNATURE: | _____ | SIGNATURE: |  |
| NAME: | _____ | NAME: | ~~Paul Kaczkowski~~ Stephanie Wlosinski |
| TITLE: | _____ | TITLE: | Inspection Account Manager |
| DATE: | _____ | DATE: | 5/20/2022 |

By signing above, Customer acknowledges that it has reviewed, understands and agrees to all terms and conditions of this Agreement including, without limitation, the Scope(s) of Work furnished by Company with this Agreement. The inspection fee quoted is for acceptance within thirty (30) days from Company's presentation of this Agreement to Customer. If not accepted by Customer within such 30-day period, Company will be pleased to submit a revised quotation. Agreement is not binding on Company until credit approval for Customer is issued by Company.



Attachment: DavisUlmerInspectionContract for CRS Routing 5.23.2022 (RES-2022-648 : Davis Ulmer Sprinkler Inspection: APD HQ (CRS# 3410))

DAVIS-ULMER

**Quarterly**

**INSPECTION / TESTING OF WET PIPE FIRE SPRINKLER SYSTEM**

The State Fire Code requires you to inspect, test, and maintain fire protection systems in an operative condition. All inspection, testing and maintenance records are required to be kept on file at the premises. Any questions concerning regulatory requirements for fire protection systems should be directed to your municipal code enforcement authority. Davis-Ulmer will notify you in writing of any condition or deficiency discovered requiring correction or repair. Any authorized repair/maintenance work will be performed either as quoted or on a time and material basis.

**SCOPE OF WORK**

- (Annually) Attempt to visually inspect all known portions of system for exterior condition of sprinklers, piping, and hangers from floor level only.
- (Quarterly) Attempt to visually inspect all known valves, hydraulic placards, gauges, fire department connection from floor level only.
- (Annually) Operate all known control valves, and seal valves in proper position.
- (Annually) Attempt to visually verify proper sprinkler orientation, temperature rating, and obvious obstruction from floor level only.
- (Annually) Verify appropriate quantities and types of sprinkler heads and wrenches in cabinet.
- (Quarterly) Verify operation of audible alarms and water flow alarms to building Fire Alarm Panel and remote monitoring facility (if equipped).
- (Quarterly) Perform main drain flow test and record static and residual pressures (weather permitting).
- (Annually) Sample test anti-freeze solution for specific gravity and freezing point (if equipped).
- (Semi-Annually) Verify operation of valve supervisory switches to building Fire Alarm Panel and remote monitoring facility (if equipped).
- (Quarterly) Affix inspection tags, date, and initial.
- Furnish completed inspection/test forms.

**Excluded Work:**

- Visual inspection of systems or portions of in inaccessible spaces.
- Any and all NFPA, State, and local requirements in excess of above stated.

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Attachment: DavisUlmerInspectionContract for CRS Routing 5.23.2022 (RES-2022-648 : Davis Ulmer Sprinkler Inspection: APD HQ (CRS# 3410))

DAVIS-ULMER

Annual

## INSPECTION / TESTING OF ANTI-FREEZE SYSTEM

The State Fire Code requires you to inspect, test, and maintain fire protection systems in an operative condition. All inspection, testing and maintenance records are required to be kept on file at the premises. Any questions concerning regulatory requirements for fire protection systems should be directed to your municipal code enforcement authority. Davis-Ulmer will notify you in writing of any condition or deficiency discovered requiring correction or repair. Any authorized repair/maintenance work will be performed either as quoted or on a time and material basis.

## SCOPE OF WORK

- (Annually) Attempt to visually inspect all known portions of system for exterior condition of sprinklers, piping, hangers, valves, gauges, and fire department connection from floor level only.
- (Annually) Operate all known control valves and seal valves in proper position.
- (Annually) Attempt to visually verify proper sprinkler orientation, temperature rating, and obvious obstructions from floor level only.
- (Annually) Verify appropriate quantities and types of sprinkler heads and wrenches in cabinet.
- (Annually) Verify operation of water flow alarm to building Fire Alarm Panel and remote monitoring facility (if equipped).
- (Annually) Perform main drain flow test and record static and residual pressures (weather permitting).
- (Annually) Verify operation of valve supervisory switches to building Fire Alarm Panel and remote monitoring facility (if equipped).
- (Annually) Sample test anti-freeze solution for specific gravity and freezing point.
- (Annually) Affix inspection tags, date, and initial.
- Furnish completed inspection/test forms.

**Excluded Work:**

- Visual inspection of systems or portions of in inaccessible spaces.
- Replenishing or replacement of Anti-freeze solution.
- Any and all NFPA, State, and local requirements in excess of above stated.

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Rev. 08-30-10



Attachment: DavisUlmerInspectionContract for CRS Routing 5.23.2022 (RES-2022-648 : Davis Ulmer Sprinkler Inspection: APD HQ (CRS# 3410))

## DAVIS-ULMER

***Semi-Annual***

***INSPECTION / TESTING OF DRY CHEMICAL AGENT FIRE SUPPRESSION SYSTEM***

The Fire Code of New York State requires you to test, inspect and maintain fire protection systems in an operative condition, and to maintain inspection, testing and maintenance records on the premises. Company will notify you in writing of any condition or deficiency requiring correction or repair. Any authorized repair work will be performed on a time and material basis.

Customer is responsible for appropriate facility loss prevention practices, including, but not limited to, fire prevention, protection/and safe shutdown of equipment upon fire suppression system actuation.

### SCOPE OF WORK

- **(Annually)** inspect the fire suppression system to determine whether it is in service and in satisfactory condition
- **(Annually)** perform a visual inspection for adequate clearance and condition of the discharge devices to allow for proper distribution and activation.
- **(Annually)** perform a visual inspection of each release control device for proper position, general condition, accessibility and appropriate signage.
- **(Annually)** visually from the floor, inspect the cylinders, straps and outlet fittings connected to the discharge manifold for tightness and bracing.
- **(Semi-Annually)** check for the proper quantity of extinguishing agent, examination of dry chemical, check storage pressure, and record the last hydro test date for agent cylinders and hoses.
- **(Annually),** check the releasing panel and batteries for abnormal conditions.
- **(Annually),** test suppression system initiating devices and notification appliances.
- **(Annually)** verify receipt of alarm, trouble and supervisory signals at building fire alarm control unit and supervising station (if applicable).
- **(Annually)** verify auxiliary functions (remote annunciators, air-handling shutdown).
- **After the completion of the inspection,** furnish completed paper inspection forms to customer.
- **After the completion of the inspection,** note any discrepancies found on the inspection report.
- **After the completion of the inspection,** advise in writing of any recommended work.

**Excluded Work:**

- Agent discharge test (not required by code)
- Refill or add agent to storage container
- U.S. DOT testing of agent storage containers
- Hose pressure testing (required every 5 years)
- Repair or replacement of deficient parts
- Room integrity testing or door fan tests
- Any and all NFPA, State, and Local requirements in excess of above stated.

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Rev. 2/7/19



Attachment: DavisUlmerInspectionContract for CRS Routing 5.23.2022 (RES-2022-648 : Davis Ulmer Sprinkler Inspection: APD HQ (CRS# 3410))

# HOURLY SERVICE TECHNICIAN RATES
# (Per Man)

Valid through 12/31/2022

| Description | Rates |
|---|---|
| Straight Time<br>Monday Through Friday 7:00am – 3:30pm (Excludes Holidays) | $ 140.00 per hour |
| Over Time 1.5<br>Monday through Friday 3:30pm-7:00am & ALL Day Saturday (Excludes Holidays) | $ 210.00 per hour |
| Over Time 2.0<br>Sunday & Holidays | $ 280.00 per hour |
| Truck Delivery w/ Driver | $ 200.00 per delivery |
| Design/ CAD | $ 110.00 per hour |
| Shop Fabrication | $ 100.00 per hour |
| Office Admin / PM | $ 110.00 per hour |
| Vehicle/Tools/Fuel | $ 95.00 per call out |

*Labor rates are based on NET 30 payment terms.*
*If payment exceeds 30 days revised rates will be provided.*



Attachment: DavisUlmerInspectionContract for CRS Routing 5.23.2022 (RES-2022-648 : Davis Ulmer Sprinkler Inspection: APD HQ (CRS# 3410))

# 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: Davis Ulmer Fire Protection

Signature: [signature]

Print Name: Stephanie Wlasinski

Title: Inspection Manager

Date: 5/20/2022

Sworn To Before Me This

20 Day of May, 2022

[signature]

Notary Public

MICHELLE R. KRZYWICKI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KR6287262
Qualified in Erie County
My Commission Expires August 05, 2025

Revised 4.2017

Attachment: DavisUlmerInspectionContract for CRS Routing 5.23.2022 (RES-2022-648 : Davis Ulmer Sprinkler Inspection: APD HQ (CRS# 3410))

Attachment: DavisUlmerInspectionContract for CRS Routing 5.23.2022 (RES-2022-648 : Davis Ulmer Sprinkler Inspection: APD HQ (CRS# 3410))

## Addendum to Contract VENDOR ON SITE Major

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: DavisUlmerInspectionContract for CRS Routing 5.23.2022 (RES-2022-648 : Davis Ulmer Sprinkler Inspection: APD HQ (CRS# 3410))

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Davis Ulmer Fire Protection
Print Name of Company

By: _____
Signature

Stephanie Wlosinski
Printed name

Date: 5/20/2022

Agreed to and Accepted by:

**Town of Amherst**

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: DavisUlmerInspectionContract for CRS Routing 5.23.2022 (RES-2022-648 : Davis Ulmer Sprinkler Inspection: APD HQ (CRS# 3410))

ACORD®

# 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).

PRODUCER
Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Zurich American Insurance Company | 16535 |
| INSURER B: AXIS Surplus Insurance Company | 26620 |
| INSURER C: Steadfast Insurance Company | 26387 |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
Davis-Ulmer Sprinkler Company, Inc.
One Commerce Drive
Amherst, NY 14228

**COVERAGES** **CERTIFICATE NUMBER:** W23210360 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X Contractual Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY X PRO-JECT X LOC<br>OTHER: | Y | | GLO 8902940-02 | 12/31/2021 | 12/31/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 2,000,00<br>$ 2,000,00<br>$ 10,00<br>$ 2,000,00<br>$ 4,000,00<br>$ 4,000,00 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | Y | | BAP 8488453-02 | 12/31/2021 | 12/31/2022 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 5,000,00<br>$<br>$<br>$ |
| B | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | P-001-000068228-04 | 12/31/2021 | 12/31/2022 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,00<br>$ 1,000,00 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WC 8902941-02 | 12/31/2021 | 12/31/2022 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 5,000,00<br>$ 5,000,00<br>$ 5,000,00 |
| C | Contr. Prof (CM)<br>Contr. Poll (Occ)<br>Incl Mold | | | EOC 5819306-08 | 12/31/2021 | 12/31/2022 | Each Claim/Agg<br>Each Claim/Agg<br>Combined Policy Agg | $5,000,000<br>$5,000,000<br>$5,000,000 |

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

Stop Gap Employers Liability for the Monopolistic States of North Dakota, Ohio, Washington and Wyoming is provided under Workers' Compensation policy, however, Statutory coverage for the Monopolistic states is not.

Re: North Amherst Recreation Center.

Town of Amherst is included as Additional Insured under the General Liability policy when required by written

**CERTIFICATE HOLDER**

Town of Amherst
5583 Main Street
Williamsville, NY 14221

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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SR ID: 21955563 BATCH: 2344618

Attachment: DavisUlmerInspectionContract for CRS Routing 5.23.2022 (RES-2022-648 : Davis Ulmer Sprinkler Inspection: APD HQ (CRS# 3410))

POLICY NUMBER: GLO 8902940-02 **ENDORSEMENT MAN 001**

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDATORY ENDORSEMENT - ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|---|---|
| Blanket when required by written contract, agreement, or permit and is executed prior to loss. | All projects or locations where required by written contract. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only to the extent of liability for "bodily injury", "property damage" or "personal and advertising injury" caused by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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 behalf of the additional insured(s) at the location 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 another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.


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Attachment: DavisUlmerInspectionContract for CRS Routing 5.23.2022 (RES-2022-648 : Davis Ulmer Sprinkler Inspection: APD HQ (CRS# 3410))

POLICY NUMBER: GLO 8902940-02

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The *additional* insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



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Attachment: DavisUlmerInspectionContract for CRS Routing 5.23.2022 (RES-2022-648 : Davis Ulmer Sprinkler Inspection: APD HQ (CRS# 3410))

POLICY NUMBER: BAP 8488453-02

COMMERCIAL AUTO
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured: API Group, Inc.**

**Endorsement Effective Date: 12/31/2021**

**SCHEDULE**

| **Name(s) Of Person(s) Or Organization(s):** |
|---|
| Any person or organization when required by written contract, agreement or permit and is executed prior to the loss. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



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Attachment: DavisUlmerInspectionContract for CRS Routing 5.23.2022 (RES-2022-648 : Davis Ulmer Sprinkler Inspection: APD HQ (CRS# 3410))

NEW YORK STATE | Workers' Compensation Board

# CERTIFICATE OF INSURANCE COVERAGE

## DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

**1a. Legal Name & Address of Insured (use street address only)**

DAVIS-ULMER SPRINKLER CO., INC.
ONE COMMERCE DRIVE
BUFFALO, NY 14228

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

**1b. Business Telephone Number of Insured**

585-546-3670

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

160710179

**2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)**

Town of Amherst
5583 Main Street
Williamsville, NY 14221

**3a Name of Insurance Carrier**

HARTFORD LIFE AND ACCIDENT

**3b Policy Number of Entity Listed in Box "1a"**

LNY616110

**3c Policy effective period**

01-01-2022 to 12-31-2022

**4. Policy provides the following benefits:**

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

**5. Policy covers:**

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

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

**Date Signed** 01-24-2022 *Elizabeth Tello*

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

**Telephone Number** (212) 553-8074 **Name and Title:** Elizabeth Tello – Assistant Director, Statutory Services

**IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.**

**If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.**

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)**

**State of New York**
**Workers' Compensation Board**

**According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.**

**Date Signed** **By**

(Signature of Authorized NYS Workers' Compensation Board Employee)

**Telephone Number** **Name and Title**

***Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.***

**DB-120.1 (10-17)**

DB-120.1 (10-17) IH

Attachment: DavisUlmerInspectionContract for CRS Routing 5.23.2022 (RES-2022-648 : Davis Ulmer Sprinkler Inspection: APD HQ (CRS# 3410))

# 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 "1 a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

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

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

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

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

## DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

### §220. Subd. 8

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

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



Attachment: DavisUlmerInspectionContract for CRS Routing 5.23.2022 (RES-2022-648 : Davis Ulmer Sprinkler Inspection: APD HQ (CRS# 3410))

NEW YORK STATE | Workers' Compensation Board

# CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

| 1a. Legal Name & Address of Insured (use street address only) | 1b. Business Telephone Number of Insured<br>716-691-3200<br>1c. NYS Unemployment Insurance Employer Registration Number of Insured<br>1750987<br>1d. Federal Employer Identification Number of Insured or Social Security Number<br>16-0710179 |
|---|---|
| Davis-Ulmer Sprinkler Co., Inc.<br>One Commerce Drive<br>Amherst, NY 14228<br><br>Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)* | |
| 2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)<br><br>Town of Amherst<br>5583 Main Street<br>Williamsville, NY 14221 | 3a. Name of Insurance Carrier<br>Zurich American Insurance Company<br>3b. Policy Number of Entity Listed in Box "1a"<br>WC 8902941-02<br>3c. Policy effective period<br>12/31/2021 to 12/31/2022<br>3d. The Proprietor, Partners or Executive Officers are<br>☒ included. (Only check box if all partners/officers included)<br>☐ 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 the nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this 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: Roxanne Klendshoj
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 12/10/2021
(Signature) (Date)

Title: Senior Client Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 952-842-7000

**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.**

**C-105.2 (9-17)**

www.wcb.ny.gov

Attachment: DavisUlmerInspectionContract for CRS Routing 5.23.2022 (RES-2022-648 : Davis Ulmer Sprinkler Inspection: APD HQ (CRS# 3410))

# Workers' Compensation Law

**Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



Attachment: DavisUlmerInspectionContract for CRS Routing 5.23.2022 (RES-2022-648 : Davis Ulmer Sprinkler Inspection: APD HQ (CRS# 3410))

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 26056 **RESOLUTION 2022-649** **ADOPTED**

# Davis-Ulmer (CRS #3423) Sprinkler Inspection Agreement: Bailey Avenue Training Facility

**Town Board Agenda Item: June 27, 2022**

**TO:** **Town Board**

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

**RE:** **Davis-Ulmer (CRS #3423)**
**Sprinkler Inspection Agreement: Bailey Avenue Training Facility**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract between the Town of Amherst (Police) and Davis-Ulmer, One Commerce Drive, Amherst, New York 14228 with regard to the above-entitled matter. Approval of this contract is contingent upon the successful completion of the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: June 27, 2022)**

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

A3122 .4110: $960.00

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

DAVIS-ULMER
FIRE PROTECTION

• Sprinklers • Suppression • Fire Alarm • Security

## *Inspection Agreement*

Effective, **(May 24, 2022)** and subject to all terms, conditions, and limitations specified in this Agreement, **Customer** ("Customer") hereby engages Davis-Ulmer Sprinkler Company, Inc. ("Company") to perform inspection services at the premises specified in Section I below (the "Property"), and Company agrees to perform such services subject to all terms, conditions and limitations specified in this Agreement and as outlined in Section II.

**SECTION I – CUSTOMER & PROPERTY INFORMATION**

| | | | |
|---|---|---|---|
| **Property:** | **Town of Amherst Police Department; Community Policing and Training Facility** | **Bill To:** | **Same** |
| **Address:** | 4220 Bailey Ave | **Address** | |
| **City** | Buffalo, NY 14226 | | |
| | | | |
| **Phone:** | (Jamie) 716- 435-8669 | **Phone:** | |
| **Fax:** | | **Fax:** | |
| **E-Mail:** | janable@apdny.org | **E-Mail:** | |

**Property Owner** (If different from Customer):

If the Town of Amherst is not the owner of the Property (i) Customer represents, warrants and covenants to Company that Customer is authorized by the owner to enter into this Agreement and allow Company to access the Property and perform the services described below, and (ii) Customer authorizes Company to communicate the results of any inspection directly to the owner.

---

**SECTION II – INSPECTION**

Customer engages Company to perform a
☐ single ☐ monthly ☒ quarterly ☐ semi-annual ☐ annual ☐ other (see frequencies below)
inspection(s) of the automatic fire protection and/or alarm/security equipment installed on or within the Property.

Systems to be inspected:

***Inspect and test one (1) wet pipe sprinkler system quarterly***

Per Scopes(s) of Work attached. Actual inspection date(s) will be determined by Company.

---

**SECTION III – TERM, INSPECTION FEE, AND PAYMENT**

The term of this Agreement shall be for a period of **one (1) year.** ***June 1, 2022, through May 31, 2022***

Customer agrees to pay the **total annual sum** of **$960.00**
Customer will be invoiced as follows:
**After each quarterly sprinkler inspection,** the sum of **$240.00**

Specified fee does not include any applicable sales or other tax. Customer is responsible for all applicable taxes.



Attachment: Davis Ulmer Bailey Inspection for TB Approval (RES-2022-649 : Davis Ulmer: Bailey Ave Sprinkler Inspections (CRS# 3423))

Company will issue an invoice promptly upon completion of each inspection. Customer will pay each invoice in full, without any setoff or deduction whatsoever, no later than 30 days after receipt of invoice. Any amounts past due will be subject to a finance charge equal to the lesser of 1.5% per month or the maximum legal rate. Customer agrees to reimburse Company for all costs of collection, including attorneys' fees.

**SECTION IV - OTHER TERMS AND LIMITATIONS**

1. **SERVICE OF THE FIRE PROTECTION EQUIPMENT:** The Client agrees to purchase and Company agrees to provide in accordance with these terms and conditions services for the purpose of inspecting and testing Client's fire protection equipment in accordance with the terms and condition of this agreement. The Company will be permitted, at all reasonable times, to enter the Property indicated above to conduct the inspection and testing as outlined in this Agreement. The Company will be permitted to gather information, data on the Subscriber's systems (outlined in this agreement) and retain that information, data for use as the Company deems necessary. The Company may or may not use software to collect, view and or store collected information, data in any format necessary to use as needed.

2. **TERMS AND RENEWAL OF AGREEMENT:** Client agrees and acknowledges that this Agreement shall commence on the Effective Date or from the date of acceptance by Company whichever occurs later unless terminated as provided herein and continue for the term indicated by customer in Section III: TERM (the initial term). At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then current term.

3. **PRICE AND PAYMENT:** The charge for the work agreed to be performed herein shall include all labor, as described in paragraph 4.A, per diem and travel. Client agrees to pay company for the Term(s) of this Agreement, Company's applicable charges for testing and inspection services and for service calls as set forth under this Agreement. With approved credit, all invoices are due and payable in full according to the stated terms, net 30 days and interest at a rate of (1 ½%) on all unpaid invoices (30) days past due. If payment for work provided in this agreement is not paid when due, Client agrees to pay all costs of collection including attorneys' fees. Charges for inspection services or rates for basic or emergency service in any subsequent year of this agreement shall not exceed 115% of the prior year.

4. **INSPECTIONS AND SERVICE:** For the agreed on amount, as shown on the attached Proposal, during the term(s) of this Agreement, Company agrees to provide inspection, certification, service and parts as follows:

**A.** Periodic inspections of the fire protection equipment described in our attached Proposal means to inspect, test, and adjust the systems to assure components thereof are operating within the manufacturer's acceptable standards. Client will be notified, in writing, of any components found not to be within accepted operating standards. Sprinkler inspections are not intended to and will not address the adequacy of the system design or installation of systems not installed by Davis-Ulmer Sprinkler Company, Inc.. Davis-Ulmer Sprinkler Company, Inc. performs inspections of the sprinklers, pipe, fittings, and other components that are accessible and not in concealed spaces visually and from the floor of the facility, and only for the conditions listed in this report or as otherwise required by NFPA 25. Components will be repaired or replaced only upon written authorization of the Client and invoiced at the service rates (s) set forth under the Clarifications of the Proposal. The frequency of each inspection shall be identified within the Proposal, beginning with the first inspection.

**B.** Any additional work, material or services outside the scope of this Agreement, which is requested by the Client and furnished by the Company, may be provided by the Company at its sole discretion. Further, such additional work, material or services shall be delivered under the terms of this Agreement, and by execution hereof. Client acknowledges that this Section V shall be incorporated into and become a part of any order for such additional work, equipment or services.

**C.** If in the sole determination of the Company, and at any time prior to or during the term of this Agreement, the equipment or any portion of it cannot be adequately inspected, repaired or adjusted on-site to bring it to an acceptable condition, Company shall have the right, at its discretion, to cancel this Agreement. If, alternatively and in the sole determination of the Company, portions of the system cannot be brought up to acceptable level of operation through service and maintenance, in lieu of canceling the Agreement, Company may reduce the scope of the work and the inspection and maintenance charge shall be adjusted accordingly.

**D.** Repair(s), diagnosis, addition(s) change(s), relocation(s) or emergency services are not included within the inspection amount quoted. These services will not be provided without the authorization of the Client and will be



Attachment: Davis Ulmer Bailey Inspection for TB Approval (RES-2022-649 : Davis Ulmer: Bailey Ave Sprinkler Inspections (CRS# 3423))

invoiced at the company's then current hourly rate for services, including travel charges and per-diem. Service calls during normal working hours will be invoiced based upon cost portal to portal and a (2) hour minimum. After hours service calls will be based upon portal to portal and a (3) hour minimum. Client also agreed to pay Company an overtime rate of (1 ½) times the hourly rate for service(s) required at other than normal working hours for the Company except for Sundays and Holidays which will be at an overtime rate of (2) times the hourly rate of service. Normal working hours for the Company are, 8:00 AM – 5:00 PM, Monday through Friday, excluding holidays. Service parts and applicable material will be charged out in accordance with Company's current established pricing, not to exceed the Manufacturer's current published list price.

**E.** Company, following each inspection, will provide to Customer a written "Report of Inspection" ("Report"). If required and/or with prior written authorization, Company will provide copies of the Report to the local or state authority having jurisdiction on behalf of Customer. If requested by Customer, a copy of the Report will also be forwarded to Customer's insurance company. The Report and recommendations, if any, by Company are only advisory in nature and are intended to assist Customer in reducing the possibility of loss to the Property by indicating obvious defects or impairments to the system(s) which were discovered by Company's inspection and which should receive prompt attention.

5. **LIMITATION OF LIABLITY:** CLIENT ACKNOWLEDGES THAT COMPANY IS NOT AN INSURER, THAT CLIENT SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE PAYMENTS MADE TO COMPANY BY CLIENT ON THIS PROJECT ARE BASED UPON THE VALUE OF THE SYSTEM AND/OR SERVICES PROVIDED AND ARE UNRELATED TO THE VALUE OF CLIENT'S PROPERTY OR BUSINESS OR ANY POTENTIAL LIABILITY OF DAMAGE TO CLIENT ARISING OUT OF THE WORK PERFORMED BY COMPANY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS TO THE CLIENT AND TO COMPANY RESULTING FROM THE WORK PERFORMED BY COMPANY, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT, AS WELL AS THE CLIENT'S ASSIGNS, AGENTS, AND REPRESENTATIVES, AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES AND COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, TO A MAXIMUM OF $5,000 OR THE AMOUNT OF THE CONTRACT/PRICE OF WORK BEING PERFORMED, WHICHEVER IS LESS, AND CLIENT DOES HEREBY RELEASE Davis-Ulmer Sprinkler Company, Inc.FROM ANY CLAIMS IN EXCESS OF SAID LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL JUDGMENTS, CLAIMS, LIABILITY, COSTS, CLAIM EXPENSES, AND ALL OTHER DAMAGES OR LOSSES OF ANY NATURE, INCLUDING ATTORNEYS' FEES (COLLECTIVELY "DAMAGES") SUSTAINED BY CLIENT OR ANY OTHER PARTY CLAIMING BY OR THROUGH CLIENT. THIS LIMITATION OF LIABILITY SHALL APPLY, 1.) REGARDLESS OF THE AMOUNT OF ANY DAMAGES SUSTAINED, IF ANY, AS A RESULT OF THIS WORK; AND, 2.) EVEN IF THE DAMAGES ARE ACTUALLY CAUSED OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE, BREACH OF WARRANTY, VIOLATION OF A STATUTE, ORDINANCE, REGULATION, STANDARD OR RULE, DEFECTIVE PRODUCTS, , OR OTHER FAULT OF COMPANY OR COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR REPRESENTATIVES. SHOULD CLIENT DESIRE A DIFFERENT LIMITATION OF LIABILITY, SUCH IS AVAILABLE AS AN ADDITIONAL SERVICE AT AN ADDITIONAL COST. CLIENT AGREES TO REQUIRE IT INSURANCE POLICIES TO BE ENDORSED SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST COMPANY.

6. **WARRANTIES:**

**A.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATEVER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES OR REPRESENTATIONS WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.

**B.** COMPANY DOES WARRANT THAT SERVICE UNDER THIS AGREEMENT WILL BE COMPETENT AND THAT PARTS INSTALLED ON THE SYSTEM IN CONNECTION WITH SERVICE PROVIDED UNDER THIS AGREEMENT WILL MEET MANUFACTURER'S SPECIFICATIONS AT THE TIME THEY ARE INSTALLED. FAILURES TO PERFORM CONSISTENTLY WITH THIS WARRANTY WILL BE REMEDIED SOLEY BY THE COMPANY DURING THE TERM OF THIS AGREEMENT, BY CORRECTLY RE-PERFORMING NONCOMPLYING SERVICE(S) OR REPAIRING OR REPLACING DEFECTIVE MATERIALS PROVIDED BY THE COMPANY, UPON WRITTEN NOTICE TO THE COMPANY BY THE CLIENT DURING THE TERM(S) OF THIS AGREEMENT.

**C.** THE COMPANY DOES NOT KNOW AND DOES NOT REPRESENT THAT THE CURRENT FIRE PROTECTION SYSTEM ON THE PROPERTY OF CLIENT WAS ORIGINALLY DESIGNED AND INSTALLED IN SUCH A WAY THAT THE SYSTEM WILL PERFORM AS ORIGINALLY INTENDED OR IS SUITABLE AND SUFFICIENT FOR ITS INTENDED PURPOSE GIVEN THE WAY IN WHICH THE PROPERTY HAS BEEN OR WILL BE USED, RECONFIGURED OR MAINTAINED. THIS AGREEMENT IS NOT



Attachment: Davis Ulmer Bailey Inspection for TB Approval (RES-2022-649 : Davis Ulmer: Bailey Ave Sprinkler Inspections (CRS# 3423))

A GUARANTEE OR WARRANTY THAT THE SYSTEM WILL IN ALL CASES (i) PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT WAS ORIGINALLY INTENDED, (ii) IS FREE OF ALL DEFECTS AND DEFICIENCIES, AND (iii) IS IN COMPLIANCE WITH ALL APPLICABLE CODES. CLIENT AGREES THAT IT HAS NOT RETAINED COMPANY TO MAKE THESE ASSESSMENTS AS PART OF THIS AGREEMENT. ANY SUCH ASSESSMENT MUST BE BY A SEPARATE AGREEMENT SUBJECT TO THESE TERMS AND CONDITIONS. COMPANY FURTHER DOES NOT REPRESENT, GUARANTEE OR WARRANT THAT ANY EQUIPMENT REFERRED TO IN THIS AGREEMENT OR ANY SERVICE OR INSPECTION PROVIDED BY IT UNDER THIS AGREEMENT WILL RESULT IN A SYSTEM WHICH WILL OPERATE AS DESIGNED, OR IS SUITABLE FOR ANY PARTICULAR PURPOSE, OR WILL PREVENT ANY LOSS BY BURGLARY, FIRE OR OTHERWISE, OR WILL IN ALL CASES OR ANY PARTICULAR CASE AVERT OR PREVENT RISKS, LOSSES, OR OTHER OCCURENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE EQUIPMENT OR SERVICES WERE OR ARE DESIGNED TO PERFORM, DETECT OR AVERT.

**D.** The Company is not responsible for any damages due to: (1) incompatibility of materials within a CPVC piping system, or (2) corrosion, or deterioration of piping due to Customer's water supply, atmospheric conditions, soil quality, or any other condition at Customer's facility that adversely affects the integrity of the fire protection system.

**E.** Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., at the Property, however it is Customer's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and to take measures to eliminate the formation of ice in any area where a slip and fall hazard could occur.

7. **REDUCED PRESSURE BACKFLOW PREVENTER:** BY SIGNING BELOW, CLIENT ACKNOWLEDGES THAT REDUCED PRESSURE BACKFLOW PREVENTERS (RPBP), ARE DESIGNED TO DISCHARGE WHEN CHECK VALVES ARE FOULED OR DUE TO WATER PRESSURE FLUCTUATIONS FROM CITY WATER SUPPLIES. ANY MAINTENANCE, REPAIR OR INSPECTION ON A FIRE SPRINKLER SYSTEM COULD RESULT IN WATER FLOW THROUGH THE RPBP AND POSSIBLE DISCHARGE. BY SIGNING BELOW, CLIENT AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS Davis-Ulmer Sprinkler Company, Inc. FROM ANY CLAIM OR LIABILITY FOR ANY DAMAGES INCURRED BY THIS DISCHARGE OR LACK OF PROPER RPBP DRAIN PIPING AND OR RPBP DRAIN EQUIPMENT OR FAILURE OF THIS PIPING OR EQUIPMENT Davis-Ulmer Sprinkler Company, Inc. WAS SPECIFICALLY CONTRACTED TO DESIGN AND/OR INSTALL THIS EQUIPMENT.

8. **RESPONSIBLITIES OF CLIENT:** The Client agrees to:

**A.** Promptly notify Company of any known or suspected trouble or malfunction in the equipment, request a hazard evaluation if there are changes in occupancy, use, processes or materials, and promptly approve correction of impairments and critical deficiencies found during any inspection. All replaced parts become the property of the Company.

**B.** Maintain the system per original installers instructions and manufacturer' specifications.

**C.** Authorize Company, its agents and employees, for purposes of this Agreement, to enter upon the premises of Client, to repair or inspect the equipment and to make any changes or alteration to the equipment, as authorized by Client. Client also agrees to provide Company with ready accessibility to all components of systems requiring inspection and testing and appropriate working space, including adequate light, electricity, telephone access, ladders or lifts as required for Company's use in providing service(s) under this Agreement. In addition, Client agrees to provide one individual to monitor the control panel during testing and certification.

**D.** Designate suitable representative(s) satisfactory to the Company as exclusive contact(s) between Company and the Client, who shall have authority to make decisions on behalf of Client concerning service of the equipment by Company.

**E.** Neither authorize nor permit maintenance, repairs or modifications of any kind to be made to the equipment, except by the Company or as specified and approved in advance by the Company.

**F.** Assume complete responsibility for the maintenance and repair of the system except as is set forth in this agreement.

9. **INDEMNIFICATION.** COMPANY AND CLIENT SHALL DEFEND, INDEMNIFY AND HOLD ONE ANOTHER HARMLESS FROM ANY EXPENSE, LIABILITY, LOSS, CLAIM OR DAMAGE, FOR PERSONAL INJURIES AND DEATH OR PROPERTY DAMAGE ASSERTED BY ANY THIRD PARTY, CAUSED BY THE ALLEGED NEGLIGENCE OF ITSELF, ITS AGENTS, EMPLOYEES, OR ANY OTHER INDIVIDUAL OR ENTITY AFFILIATED WITH IT, AND RESULTING FROM THE SERVICES PROVIDED HEREIN ,OR OVERALL FUNCTIONALITY OF THE SYSTEM IDENTIFIED IN THIS AGREEMENT.

10. **ADDITIONAL COMPANY RESPONSIBILITY**.



Attachment: Davis Ulmer Bailey Inspection for TB Approval (RES-2022-649 : Davis Ulmer: Bailey Ave Sprinkler Inspections (CRS# 3423))

**A.** Company will provide service calls and emergency service, upon request of the Client, subject to any delay which may be occasioned by strike, riot, acts of God or any other circumstances beyond the control of the Company, as soon as it is reasonably practical to do so. Company will make reasonable efforts to attend promptly to the emergency needs of the Client, but it can make no guaranty of response time by the company or what may be required to properly service the equipment.

**B.** In the event a malfunction of a type covered by this Agreement has not been remedied before this Agreement has terminated for whatever reason, any service requested by the Client thereafter may be provided by the Company in its sole discretion and at the Company's then-current rates for services, including travel charges, per diem and materials.

**C.** Company will provide necessary test equipment required to perform service(s) under this Agreement.

**D.** If replacement parts are necessary under this Agreement, Company may provide new and /or used replacements.

11. **NO CONFLICT WITH OTHER CLIENT AGREEMENTS.** Client warrants that the negotiation, execution and implementation of this Agreement will not conflict with any other agreement of which the Client is aware with any other person or firm. Client agrees to defend, indemnify and hold harmless the Company from claims of any sort by any person or firm alleging that this Agreement violates, interferes with or infringes upon any other Agreement in any way.

12. **LICENSES, TAXES, PERMITS AND FALSE ALARMS.** Client shall identify any rules, regulations, standards or codes with which the equipment must comply, and shall obtain and pay for any necessary licenses or other certificates of compliance for same. Client is solely responsibility for any fees, taxes (including sales taxes), false alarm fines, and any other governmental assessments related to the equipment or system operation and shall reimburse and indemnify the Company for any such expenses incurred by the Company. Client and Company are each responsible for obtaining any necessary licenses or permits needed to perform their respective obligations under this Agreement.

13. **ASSIGNMENTS AND DELEGATIONS.** Neither the Company nor the Client may assign this Agreement to any other person, firm or corporation without notice to or approval by the other, but Company may subcontract any activities that it may perform under this Agreement.

14. **ENGINEERING CHANGES.** Occasionally, manufacturers may issue non-warranty engineering changes to equipment necessary to assure proper operation of system components. If, in the opinion of the Company and Client, installation of such engineering changes requires service(s) or material(s) in excess of those incidental to a normal preventive maintenance inspection, such excess shall be paid for by the Client at Company's applicable charges for on-call and emergency services as set forth under this Agreement provided that company will remain responsible for performance of its obligations under this agreement. Failure by the Client to have factory recommended engineering changes installed on the system will relieve the Company from further performance under this Agreement, but will not relieve the Client of its obligations hereunder. No other engineering changes or system modification are covered by this Agreement except as may be otherwise specifically provided herein.

15. **INVALID PROVISIONS.** If any of the parts of this Agreement shall be determined by a court of competent jurisdiction to be invalid or inoperative, all of the remaining parts shall remain in full force and effect.

16. **ENTIRE AGREEMENT.** This writing is intended by the parties as the final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties; there are no prior writings, verbal negotiations, understandings, representations or agreements not expressed in this Agreement, and the parties rely only upon the contents of this Agreement in executing it, and have not relied on any other representations, oral or otherwise, made by the parties, their agents or employees. Only a writing signed by each of the parties or their duly authorized agents may modify this Agreement. No waiver of breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. This agreement shall bind and benefit the heirs, successors and assigns for the respective parties. A written Service Agreement Proposal is provided for clarification purposes and is hereby made a part of this contract.

17. **RECEIPT AND REVIEW OF AGREEMENT.** The Client specifically acknowledges that it has received a copy of these Terms and Conditions in its entirety, represents that it has authority to enter into this Agreement, and has read the same, understood it and agreed to its contents before signing it. Further the person executing these Terms and Conditions has the full authority of the Client to bind the Client, to the fullest extent provided by law, to these Terms and Conditions.



Attachment: Davis Ulmer Bailey Inspection for TB Approval (RES-2022-649 : Davis Ulmer: Bailey Ave Sprinkler Inspections (CRS# 3423))

**A.** This Agreement may not be assigned by Customer without the written consent of Company.
**B.** This Agreement may be signed in counterparts; a signed facsimile, photocopy, and/or electronic mail of this Agreement shall be as binding on both parties just as though this Agreement were executed in its original, pre-printed form.
**C.** The Company for formal bid documents, is not a Disadvantaged Business Enterprise. Furthermore, no DBE, MWBE or other minority program participation goals or requirements are included or inferred. Should this project involve DBE, MWBE or other minority program participation goals or requirements please advise in writing regarding the specific nature of those goals or requirements and specifically how they impact Davis-Ulmer Sprinkler Company, Inc..

Other inclusions, exclusions or attachments:
***General Exclusions:** Painting, patching, underground and/or trenching, after hour, weekend and holiday labor rates, fire watch, prevailing wage/certified payroll, abatement including but not limited to asbestos and lead, water containment/disposal, conduit and wire, permit fees, scissor lifts, dampers, ground faults.
* **Pricing:** The pricing set forth in this Agreement is based on the number of devices set forth in Section II: Scope of Work. If for any reason the actual number of devices is higher than the number set forth in Section II: Scope of Work, the price will be adjusted accordingly.
***Coverage:** Proposal above is for Test & Inspect only of above systems. All repairs, parts and services outside of above testing & inspecting scope of work is billable at Davis-Ulmer Sprinkler Company, Inc. current Time & Material Rates.
***Access:** During inspection, inspectors must have access to control valves, and alarm information, buried and/or non-accessible FDC check valves will be listed on the report and a recommendation for relocation under a separate contract. Inspectors must have access to all suites, apartments, units, etc. Customer responsible for notifying tenants of inspection and for gaining access in to each and every unit/apartment on scheduled inspection date(s). **If multiple inspections are required due to "no access" customer will be responsible for hourly rates of inspectors at Davis-Ulmer Sprinkler Company, Inc. current Time & Material Rates.**

**ACCESS ACKNOWLEDGEMENT CUSTOMER INITIAL_____**

***On Site Inspection Repairs:** Client authorizes Davis-Ulmer Sprinkler Company, Inc.to perform repairs or component replacements, found to be necessary during the course of inspection, the amount of $500.00 or less, ONLY IF TECHNICIAN HAS THOSE PARTS READILY AVAILABLE ON HIS TRUCK. Any necessary repairs for an amount exceeding $500.00 will be first submitted in writing for written approval. Any repairs performed while on site during inspection will be billed on a "Time & Material" basis and subject to the terms of this Agreement. Hourly rates are provided in ½ hour increments. All labor rates are subject to change with a thirty (30) day written notice to the client.

**ON SITE REPAIRS ACKNOWLEDGEMENT CUSTOMER INITIAL_____**

***Cancelation/Reschedule Notice:** Should the customer cancel or reschedule all or any portion of the inspection/scope without giving 3 business days' notice to the Davis-Ulmer Sprinkler Company, Inc. we will assess a scheduling impact fee. The fee shall be equal to 4 hours of our current set Time and Material rate.
***COVID-19**: "Due to the existing pandemic involving COVID-19 and the constantly evolving situation, which includes shut downs of definite and indefinite durations by the federal, state, and local governments, quarantines, business shut downs, transportation interruptions, disruptions in the supply chain of certain materials, supplies, or equipment, disruptions to public services, temporary suspensions of work on site, or the unavailability or reduced availability of manpower, the parties agree that if Subcontractor is hindered, prevented or delayed at any time in the commencement or progress of the work for a cause arising from or related to COVID-19, including but not limited to any of the examples above, Subcontractor shall be entitled to an extension of the Contract time. Furthermore, Subcontractor shall be entitled to additional compensation for increased costs associated with the high demand for specified materials, for increased costs associated with any proposed substitute approved by Contractor or Owner, or any other similar cost increase outside the control of Subcontractor."



Attachment: Davis Ulmer Bailey Inspection for TB Approval (RES-2022-649 : Davis Ulmer: Bailey Ave Sprinkler Inspections (CRS# 3423))

**SECTION V: THIRD PARTY AUTHORIZATION**

Customer requests and authorizes Company to provide the following designated third parties with the Report information outlined below:

**SECTION VI: ACCEPTANCE AND SIGNATURE**

| | ***Customer:*** ***Town of Amherst Police Dept.*** | ***Davis-Ulmer Sprinkler Company, Inc.*** |
|---|---|---|
| SIGNATURE: | _____ | SIGNATURE: _____ |
| NAME: | _____ | NAME: ~~Paul Kaczkowski~~ Stephanie Wlosinski |
| TITLE: | _____ | TITLE: Inspection ~~Account~~ Manager |
| DATE: | _____ | DATE: 5/26/2022 |

By signing above, Customer acknowledges that it has reviewed, understands and agrees to all terms and conditions of this Agreement including, without limitation, the Scope(s) of Work furnished by Company with this Agreement. The inspection fee quoted is for acceptance within thirty (30) days from Company's presentation of this Agreement to Customer. If not accepted by Customer within such 30-day period, Company will be pleased to submit a revised quotation. Agreement is not binding on Company until credit approval for Customer is issued by Company.



Attachment: Davis Ulmer Bailey Inspection for TB Approval (RES-2022-649 : Davis Ulmer: Bailey Ave Sprinkler Inspections (CRS# 3423))

Attachment: Davis Ulmer Bailey Inspection for TB Approval (RES-2022-649 : Davis Ulmer: Bailey Ave Sprinkler Inspections (CRS# 3423))

**DAVIS-ULMER**

**Quarterly**

**INSPECTION / TESTING OF WET PIPE FIRE SPRINKLER SYSTEM**

The State Fire Code requires you to inspect, test, and maintain fire protection systems in an operative condition. All inspection, testing and maintenance records are required to be kept on file at the premises. Any questions concerning regulatory requirements for fire protection systems should be directed to your municipal code enforcement authority. Davis-Ulmer will notify you in writing of any condition or deficiency discovered requiring correction or repair. Any authorized repair/maintenance work will be performed either as quoted or on a time and material basis.

**SCOPE OF WORK**

- (Annually) Attempt to visually inspect all known portions of system for exterior condition of sprinklers, piping, and hangers from floor level only.
- (Quarterly) Attempt to visually inspect all known valves, hydraulic placards, gauges, fire department connection from floor level only.
- (Annually) Operate all known control valves, and seal valves in proper position.
- (Annually) Attempt to visually verify proper sprinkler orientation, temperature rating, and obvious obstruction from floor level only.
- (Annually) Verify appropriate quantities and types of sprinkler heads and wrenches in cabinet.
- (Quarterly) Verify operation of audible alarms and water flow alarms to building Fire Alarm Panel and remote monitoring facility (if equipped).
- (Quarterly) Perform main drain flow test and record static and residual pressures (weather permitting).
- (Annually) Sample test anti-freeze solution for specific gravity and freezing point (if equipped).
- (Semi-Annually) Verify operation of valve supervisory switches to building Fire Alarm Panel and remote monitoring facility (if equipped).
- (Quarterly) Affix inspection tags, date, and initial.
- Furnish completed inspection/test forms.

**Excluded Work:**

- Visual inspection of systems or portions of in inaccessible spaces.
- Any and all NFPA, State, and local requirements in excess of above stated.

Licensed by the NYS Dept of Sta

# HOURLY SERVICE TECHNICIAN RATES (Per Man)

Valid through 12/31/2022

| Description | Rates |
|---|---|
| Straight Time<br>Monday Through Friday 7:00am – 3:30pm (Excludes Holidays) | $ 140.00 per hour |
| Over Time 1.5<br>Monday through Friday 3:30pm-7:00am & ALL Day Saturday (Excludes Holidays) | $ 210.00 per hour |
| Over Time 2.0<br>Sunday & Holidays | $ 280.00 per hour |
| Truck Delivery w/ Driver | $ 200.00 per delivery |
| Design/ CAD | $ 110.00 per hour |
| Shop Fabrication | $ 100.00 per hour |
| Office Admin / PM | $ 110.00 per hour |
| Vehicle/Tools/Fuel | $ 95.00 per call out |

*Labor rates are based on NET 30 payment terms.*
*If payment exceeds 30 days revised rates will be provided.*



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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 25976 **RESOLUTION 2022-650** **ADOPTED**

# Williamsville Central School District (CRS #3389) School District Student Resource Officer Program

**TOWN BOARD AGENDA ITEM: JUNE 27, 2022**

**TO:** **Town Board**

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

**RE:** **Williamsville Central School District (CRS #3389) School District Student Resource Officer Program**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and Williamsville Central School District with regard to the above-entitled matter. This agreement will run from July 1, 2022 through June 30, 2023. This agreement has successfully completed the Contract Routing process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: June 27, 2022)**

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

A 3121 .02260: Revenue $127,209.30

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

# AGREEMENT
# BY AND BETWEEN
# TOWN OF AMHERST, NEW YORK
# AND
# WILLIAMSVILLE CENTRAL SCHOOL DISTRICT
# FOR SCHOOL DISTRICT RESOURCE OFFICER PROGRAM

THIS AGREEMENT made _____, 2022, by and between the TOWN OF AMHERST, NEW YORK, a municipal corporation organized and existing under the laws of the State of New York, having its offices located at 5583 Main Street, Williamsville, New York 14221 (hereinafter referred to as the "Town") and the WILLIAMSVILLE CENTRAL SCHOOL DISTRICT, an educational corporation organized and existing under the laws of the State of New York, having its principal offices located at 105 Casey Road, East Amherst, New York 14051 (hereinafter referred to as the "School District").

**WITNESSETH:**

WHEREAS, the School District is desirous of obtaining the services of three (3) full-time School Resource Officers (hereinafter referred to as "SROs") for the purposes and to provide the services set forth herein; and

WHEREAS, the Town, through its Police Department (hereinafter referred to as the "Police Department"), is desirous of providing law enforcement and related services to the School District through providing to the School District three (3) SROs under the terms and conditions set forth herein; and

WHEREAS, the School District and the Town recognize the potential outstanding benefits of providing SROs to the School District to both the residents of the Town of Amherst, the School District and the students of the School District; and

WHEREAS, it is in the best interests of the School District and the Town to provide for the provision of SROs by the Town, through its Police Department, to the School District.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements as set forth hereinbelow, it is hereby agreed between the Town, the Police Department, and the School District as follows:

## 1. General Purposes, Project Goals, Project Objectives and Performance Indicators.

It is the intent and provision of this Agreement to provide to the School District the services of three (3) SROs from the Police Department to provide those services listed under the job description contained in Exhibit "A" annexed hereto (entitled the "SRO Placement Plan"), with the project goals and project objectives as set forth in Exhibit "A" which can be measured by the performance indicators set forth in Exhibit "A" and



Attachment: Wmsvl Ctrl SRO Contract 2022.2023 for CRS Routing (RES-2022-650 : 2022-2023 SRO Contract: Williamsville Central School

evaluated as set forth in the evaluation plan as set forth in Exhibit "A", all as may also be otherwise set forth in the text of this Agreement.

## 2. Term of Agreement

The term of this Agreement shall be for the period commencing on July 1, 2022 and culminating on June 30, 2023.

## 3. Renewal of Agreement

Both parties shall notify the other party of their desire to renew the Agreement by written notice at least thirty (30) calendar days prior to the expiration of the term as set forth in Paragraph 2 above. Upon receipt and written acknowledgment of such notice this Agreement shall renew for successive terms of one (1) year until such time as the Agreement is not renewed by failure to notify in writing of desire to renew as stated above or by notice of termination of this Agreement as set forth in Paragraph 4 and Paragraph 5.b.iiii of this Agreement.

## 4. Termination of Agreement

This Agreement may be terminated by either party upon thirty (30) calendar days written notice to the other party.

## 5. Assignment of School Resource Officer

The Chief of Police of the Police Department may assign three (3) regularly employed police officers as the SROs to the School District pursuant to this Agreement as follows:

a. The SROs shall be nominated by the Chief of Police of the Police Department to the School District and, upon the concurrence of the Superintendent of Schools (the "Superintendent") of the School District to that nomination, the SROs shall be assigned as the SROs for the School District.

b. Each SRO assigned to the School District must meet the following requirements:

i. The SRO must be a volunteer for the position as SRO.

ii. The person nominated to be SRO must be a full-time certified and sworn police officer with a minimum of three (3) years of law enforcement experience.

iii. The person nominated to be SRO must have had or must acquire specialized training to work with youth at a school site. Such training may consist of university course work for potential SRO candidates, law enforcement course work addressing working with youth at a school site, professional training in such areas, or training and experience in connection with other recognized school/youth law enforcement programs (e.g.



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D.A.R.E). Sufficiency of such experience shall be based upon the joint concurrence of the Chief of Police of the Police Department and the Superintendent. The SRO may be re-assigned by the Chief of Police of the Police Department (or his designee) during periods of police emergency, situations which may require augmentation of the police force, or situations which may arise which may require the SRO to act as an officer of the law which may or may not be within the School District. Other times of reassignment may include, but are not limited to, training as required by the Police Department or federal and/or state law, court appearances as required by law, or time off as permitted by the collective bargaining agreement. The SRO will give consideration to the school calendar and use discretion when taking his/her discretionary time off.

iv. In the event the Police Department cannot provide an SRO, or a suitable replacement, for thirty (30) continuous days, the District has the option to terminate this Agreement immediately.

## 6. Dismissal of School Resource Officer: Replacement

a. In the event the Superintendent determines, in the sole discretion of the Superintendent, that if an SRO is not effectively performing his or her duties and responsibilities, the Superintendent shall advise the Chief of Police of the Police Department.

b. The Chief of Police of the Police Department may dismiss or re-assign an SRO based upon Police Department rules, regulations and/or general orders consistent with the collective bargaining agreement. In such an event, a new SRO may be designated in accordance with the procedure outlined as in Paragraph 5 above.

## 7. Duties of the School Resource Officer

a. The duties of the SROs will include but not be limited to those duties set forth in the SRO Placement Plan annexed hereto as Exhibit "A" as part of the job description or performance indicators.

b. Consistent with the New York State Education Law and the School District's Code of Conduct, school disciplinary functions, including but not limited to all decisions and determinations regarding student discipline, are delegated to School District administrators. SROs shall engage in separate and distinct work functions such as investigatory and security-based tasks, with the primary objective of securing the safety and well being of School District personnel, students, families, and visitors. SROs shall not take part in the determination, issuance, or implementation of student discipline.

## 8. Duties of the School District

The School District shall provide to each of the SROs the following materials and facilities which are deemed necessary for the performance of the SROs' duties:



Attachment: Wmsvl Ctrl SRO Contract 2022.2023 for CRS Routing (RES-2022-650 : 2022-2023 SRO Contract: Williamsville Central School

a. A properly lighted private office which shall contain a telephone and shall be appropriate for private conversations between juveniles and the SRO.

b. A location for files and records which should be properly locked and secured.

c. Access to a computer and/or secretarial assistance, and access to a fax machine.

**9. Hours of Duty of SRO**

a. The Chief of Police of the Police Department shall arrange for the SROs to work a full day (8.25 hours) on each day when school is in session in the School District, except for the provisions set forth in Section 5.b.iii.

b. Additionally, upon the concurrence of the Superintendent and the Police Department, the SROs may be requested to attend extracurricular events. In the event school is scheduled for only part of a school day, the SROs shall work as SROs for the portion of the work day when school is in session and may otherwise perform such other duties as may be assigned to him or her within the Police Department.

**10. Payment by School District to Town for SROs' Services**

a. For the services of the SROs, the School District shall pay the Town the sum of $12,720.93 per month ($4,240.31 per Officer) during the regular school year, September through June.

b. The Town Supervisor, or his/her designee, shall notify the School District in writing by March 1st of the preceding school year of any change in the rate charged by the Town to the School District for the services of the SROs for the following school year.

c. The funds paid by the School District to the Police Department shall remain within the budget of the Police Department to cover the overtime costs of the SROs attending extra-curricular activities which occur outside the regular school day.

d. Both the School District and the Police Department shall establish procedures to track the hours and/or full days for which the Police Department provides the services of the SROs to the School District.

e. The Town shall invoice the School District every month for the services of the SROs. Upon verification of such invoices, the School District shall pay the same within thirty (30) days receipt of each invoice.

f. The School District may require the SROs to conform to a means of verifying the hours of work in the capacity of SROs, including sign in/sign out sheet and/or time card or such other means as are deemed appropriate and effective.

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**11. Employment Status of SROs**

The SROs shall remain at all times an employee of the Police Department and shall not be for any purpose an employee of the School District. The School District and the Town acknowledge that the SROs shall remain responsive to the chain of command within the Police Department.

**12. Grant Funding**

The School District may receive local, state and/or federal grants to cover all or part of the costs to be paid to the Police Department for the services of the SROs. The parties agree that they will administer the SRO program at all times to be consistent with the requirements of any such grant. In the event of an inconsistency between this Agreement and the requirements of any such grant, the provisions of such grant shall control, provided that nothing in any such grant shall require an adjustment to the rate of pay by the School District to the Police Department for the services of the SROs, or violate any terms of the Police Department chain of command, rules, regulations, general orders consistent with the collective bargaining agreement.

**13. Good Faith**

The School District, the Town, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by discussion between the Superintendent and the Chief of Police of the Police Department or their designees.

**14. Notices**

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid, or by express courier service and addressed as follows:

*If to the School District:*

Superintendent of Schools
Williamsville Central School District
105 Casey Road
East Amherst, New York 14051

*If to the Police Department:*

Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, New York 14228

*If to the Town:*

Town Supervisor
Amherst Town Hall
5583 Main Street
Williamsville, New York 14221



Attachment: Wmsvl Ctrl SRO Contract 2022.2023 for CRS Routing (RES-2022-650 : 2022-2023 SRO Contract: Williamsville Central School

In addition, correspondence will also be sent via email to the particular receiving party as named above.

## 15. Modification

This Agreement constitutes the full understanding of the parties and not terms, conditions or understandings or agreements purporting to modify or vary the terms of this Agreement shall be binding unless made in writing and signed by the duly authorized representatives of the parties.

## 16. Non-Assignment

Neither the School District nor the Town or Police Department shall assign, transfer, sublet or otherwise dispose of this Agreement or its right, title or interest in this Agreement or its power to execute the same or to any other person or corporation without the previous consent in writing of the governing bodies of both the School District and the Town. Any assignment of this Agreement not complying with the foregoing shall be null and void and of no force and effect whatsoever.

## 17. Severability

In the event any provision of this Agreement shall be or become invalid under any provision of federal, state, or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

## 18. Agreement Interest

No officer or employee of the Town, who is authorized in such capacity on behalf of the Town to negotiate, make, accept or approve or to take part in negotiating, making, accepting or approving this Agreement, shall be, directly or indirectly, interested personally in this Agreement, or in any part hereof. No officer or employee of the Town who is authorized in such capacity on behalf of the Town to exercise any supervisory or administrative function in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof.

## 19. Hold Harmless

To the fullest extent provided by law, the parties agree to indemnify, hold harmless and defend one another, their agents, employees or any other persons authorized to act for them hereunder against loss or expense, including attorney's fees, by reason a a liability imposed by law upon a party, for damages because of or to persons or to property arising out of or in consequence of the performance of this Agreement resulting from that party's negligence, error, omission, or conduct.

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

**TOWN OF AMHERST, NEW YORK**

By: _____ _____
Brian J. Kulpa, Supervisor Date

**TOWN OF AMHERST, NEW YORK,**
**POLICE DEPARTMENT**

By: _____ _____
Scott P. Chamberlin, Chief of Police Date

**WILLIAMSVILLE CENTRAL SCHOOL DISTRICT**

By: _____ 5/13/22
Dr. Darren J. Brown-Hall, Superintendent Date

Attachment: Wmsvl Ctrl SRO Contract 2022.2023 for CRS Routing (RES-2022-650 : 2022-2023 SRO Contract: Williamsville Central School

# EXHIBIT "A"

## SCHOOL RESOURCE OFFICER PLACEMENT PLAN

### Amherst Police Department &
### Williamsville Central School District

## Introduction

With more attention being paid to the safety of students while they are at school, many communities are considering strategies which are intended to make schools safer environments. Although statistics on school crime and violence convey that such crime and violence are not necessarily occurring in greater numbers, there is, at a minimum, anecdotal evidence which suggests that the types of incidents which are taking place on school property may be more severe in nature and may be having marked negative impact on the educational processes for which schools are responsible. Additionally, media coverage of tragic school shootings and other violence which occurred during the past decade has motivated many communities to act.

One of the ways communities are taking action is by making decisions that law enforcement officers need to be assigned to provide coverage to schools so that safety, security, and order can be maintained. The underlying rationale which is being employed by communities is that a given school's crime and violence problems are not exclusively that school's problems, but are reflective of community problems. Such a rationale leads to consideration of community approaches. Hence, in many communities the "School Resource Officer" (SRO) approach is being considered.

The U.S. Departments of Education, Health and Human Services, and Justice provide a definition for "School Resource Officer":

> *A career law enforcement officer, with sworn authority, deployed in community oriented policing, and assigned by the employing police department or agency to work in collaboration with schools and community-based organizations to: (a) address crime and disorder problems, gangs, and drug activities affecting or occurring in or around an elementary or secondary school; (b) develop or expand crime prevention efforts for students; (c) education likely school-age victims in crime prevention and safety; (d) develop or expand community justice initiatives for students; (e) train students in conflict resolution, restorative justice, and crime awareness; (f) assist in the identification of physical changes in the environment that may reduce crime in or around the school; and (g) assist in developing school policy that addresses crime and recommend procedural changes (Safe Schools/Healthy Students Initiative).*

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The National Association of School Resource Officers (NASRO) defines "School Resource Officer" as:

> *Officers (who) promote a better understanding of our laws, why they were enacted and their benefits. They provide a visible and positive image for law enforcement. They serve as a confidential source of counseling to students concerning the problems they face. They bring expertise into schools that will help young people make more positive choices in their lives. They also work to protect the school environment and to maintain an atmosphere where teachers feel safe to teach and students feel safe enough to learn (NASRO website).*

Regardless of definition, School Resource Officers have three main functions: *law enforcement officer, law-related teacher, and law-related counselor.* First, as a law enforcement officer, the SRO maintains a safe and secure environment on the school campus that will be conducive to an educationally stimulating atmosphere and serve as a means of preventing criminal activities and disturbances. Second, as a teacher, the SRO promotes positive attitudes regarding the police role in society and informs the students of their rights and responsibilities as lawful citizens. Third, as a counselor, the SRO establishes a more complete liaison with school personnel and students in an effort to prevent juvenile delinquency. According to the National Assessment of School Resource Officer Programs (National Institute of Justice, 2005), SRO's spend on average about 60-65 percent of their time on law enforcement, 25-30 percent counseling, and 5-10 percent teaching.

The most effective way an SRO can accomplish these goals is to be a positive role model; students learn from every interaction they have with an SRO. It is essential for an SRO to endorse high moral standards, use good judgment and discretion, be consistent and fair, respect all students, and display a sincere concern for the school community. School Resource Officers must maintain a professional appearance; be visible, accessible and willing to talk to the students; attend and participate in school activities both during the school year and the summer months; interact positively with the students and the community while taking their concerns seriously; maintain a relationship with the students' parents by attending PTA meetings and parent conferences; and maintain a relationship with the faculty and school administrators.

The SRO interacts with the school administrators and faculty, the student body, and the outside community. Although working in the school, the SRO is still an employee of the law enforcement agency and is responsible for identifying and resolving school safety problems. However, the SRO is not the disciplinarian or chaperone for the school –which job remains with the principal and faculty. As a resource for school administrators, the SRO serves as a means of establishing order and safety so learning can take place. The SRO shares information with faculty on gang activity and truants, provides expertise on crime prevention and responds to and investigates criminal activity in the school. The SRO is also a teacher who provides law-related education to students. As a resource for the student body, the SRO's office with the school serves as a resource center and makes available to students information on topics ranging from date rape to drug abuse. The SRO

Attachment: Wmsvl Ctrl SRO Contract 2022.2023 for CRS Routing (RES-2022-650 : 2022-2023 SRO Contract: Williamsville Central School

also assists the school guidance department by counseling students; giving them the opportunity to talk about their problems and helping them find positive solutions. When necessary, the SRO refers students and family members to appropriate social agencies for additional assistance. Additionally, the SRO responds to requests from parents and the community regarding truants, drug activity, domestic problems, burglaries, thefts, and other school safety issues.

The SRO Program works to prevent juvenile delinquency and create a favorable student/police officer relationship. The Town of Amherst, the Amherst Town Court, school administrators, teachers, parents, and students are all beneficiaries of the SRO Program and, as stakeholders in the search for safer schools, must support and work with the SRO to reduce criminal conduct both on and off campus.

**Job Description**

- Provide law enforcement and police services to the school, school grounds and areas adjacent to the school. Investigate allegations of criminal incidents per police department policies and procedures. Enforce state and local laws and ordinances. Make appropriate referrals to juvenile authorities or other governmental agencies
- Work to prevent juvenile delinquency through close contact and positive relationships with students. In addition the SRO shall develop crime prevention programs and conduct security inspections to deter criminal or delinquent activities. The SRO should monitor crime statistics and work with other police personnel, school administration and faculty, and students to design crime prevention strategies.
- Establish and maintain a close partnership with school administrators in order to provide for a safe school environment. Assist school officials with their efforts to enforce School District policies and procedures, Assist school administration in emergency response planning and building security matters. Provide a course of training for school personnel in handling crisis situations, which may arise at the school.
- Be visible within the school community. Attend and participate in school functions. Build working relationships with the school's staff as well as with student and parent groups.
- Develop, implement and instruct classes in law related topics to support the educational efforts of the faculty. Work closely with teachers in designing and presenting law-related topics and the role of police in our society.
- Work with school counselors and other student support staff to assist students and to provide services to students involved in situations where referral to service agencies are necessary. Assist in conflict resolution efforts.
- Initiate interaction with students in the classroom and general areas of the school building; participate in individual and small group meetings and conferences with students. Promote the profession of police officer and be a positive role model. Increase the accessibility of police to the school community.

Attachment: Wmsvl Ctrl SRO Contract 2022.2023 for CRS Routing (RES-2022-650 : 2022-2023 SRO Contract: Williamsville Central School

## Juvenile Crime

Contemporary theories on juvenile delinquency suggest that the proliferation of negative influences in children's lives relate directly to juvenile crime rates. Some of these negative elements are poverty, discrimination, peer pressure, an unstable home life (broken or single parent homes), and unstable school life, psychological instability, changing morals of society, ineffectiveness of the juvenile justice system, direct influences of the mass media, and ignorance to the law and criminal justice system.

Recent statistics indicate that although the overall juvenile violent crime rate within the nation has been on the decline after decades of escalation, juvenile crime rates for other offenses have remained relatively static. Crime in schools has also seen a steady rise during the same periods. According to the National Crime Safety Center, juveniles commit more than 3 million crimes in schools each year. Although part of these changes may be attributable to greater public awareness of crime in schools and increasing pressure on education officials to report school crime incidents, there is no question that violence and crime are on the rise in our schools and affecting our children's ability to learn.

## Project Goals

- To maintain a safe and secure environment on the school campus which will be conducive to an educationally stimulating atmosphere and serve as a means of preventing criminal activities and disturbances.
- To promote positive attitudes regarding the police role in society and to inform the students of their rights and responsibilities as lawful citizens.
- To establish a more complete liaison with school personnel and students in a cooperative effort to prevent juvenile delinquency.
- To bridge the gap between police officers and adolescents in order to increase positive attitudes toward law enforcement and to reduce juvenile crime through counseling, teaching about the criminal justice system, and taking a personal interest in the students.

## Project Objectives

- Promote student understanding of the law and the criminal justice system.
- Decrease the number of student conduct/criminal violations occurring during the school day and during extracurricular school functions.
- Decrease gang activity and involvement in gangs by students.
- Improve students' attitudes and relationships with law enforcement personnel.
- Increase access of students, parents, and families to community agencies which offer assistance to youths and their families for problems that require professional help.
- Conduct crime prevention programs and improve school officials' response to criminal activity and violence.

Attachment: Wmsvl Ctrl SRO Contract 2022.2023 for CRS Routing (RES-2022-650 : 2022-2023 SRO Contract: Williamsville Central School

## Performance Indicators

- Present law-related education to classes during the school year. The SRO will keep a record of all law-related courses that are taught including drug prevention presentations and other programs deemed necessary and appropriate by school administrators and police management.
- The number of student conduct/criminal violations for the school year will be compared to the number from previous school years to determine any increase or decrease.
- The SRO will keep a record of all gang activity on or near campus, attempt to identify the individuals involved, and relate this information to the police department. This information will be compared to records from previous years to determine changes in gang activity. If necessary, the SRO will present gang awareness and prevention training to the student body, faculty, and parent organizations.
- The SRO will assess the students' attitudes toward law enforcement by interacting with them during the school day and during extracurricular activities and through the use of student surveys at the beginning and end of each school year. The relationship between the SRO and the student body will also be assessed through surveys completed by parents, faculty members, and administrators to gauge the effectiveness of the SRO program.
- The SRO will research and document all municipal, county, and state agencies available to provide services to students and their families. A directory of such agencies including points of contact will be developed or maintained. The SRO will hold conferences with students, parents, and school faculty when appropriate and keep a log of this activity. The SRO will also maintain a record of all referral services rendered and follow-up the referrals to determine if they were helpful or if other services are necessary.
- The SRO will maintain a record of all crime prevention lectures or seminars given to the student body or public. The SRO will assist school administrators in surveying school facilities for areas that provide opportunities for commission of a crime and develop a plan to correct the problem. The SRO will also assist school violence prevention teams in developing strategic responses to incidents of violence within the school.
- The commanding officer will be responsible to collect and analyze data, prepare progress reports and write the annual evaluation report.
- Data will be gathered on law enforcement related incidents, law enforcement related course grades, parent and teacher survey results, and outcomes of conferences with students, parents and faculty members, as well as any other information that is explicitly mentioned in the projects' performance indicators.

Attachment: Wmsvl Ctrl SRO Contract 2022.2023 for CRS Routing (RES-2022-650 : 2022-2023 SRO Contract: Williamsville Central School

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 26038 **RESOLUTION 2022-651** **ADOPTED**

# Authorization for Payment NOCO Energy Corp.

**TOWN BOARD AGENDA ITEM: JUNE 27, 2022**

**TO:** **Town Board**

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

**RE:** **Authorization for Payment**
**NOCO Energy Corp.**

Kindly adopt a resolution authorizing the Comptroller's Office to pay an outstanding invoice to NOCO Energy Corp. in the amount of $13,970.26 for the purchase of fuel. The townwide contract with NOCO Energy expired on December 16, 2021 at which time the Town entered into a new townwide fuel contract with a different vendor. The Police Department made the purchase for fuel with NOCO Energy unaware of the Town's new vendor. NOCO Energy honored the previously approved pricing from the expired contract for this purchase. Going forward, the Police department will be purchasing fuel from the approved vendor.

Thank you.

SPC:msl
C: Tim Koller, Deputy Town Clerk **(Agenda Item: June 27, 2022)**

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

A3120 .4310: $13,970.26

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 26052 **RESOLUTION 2022-652** **ADOPTED**

# First Amendment of Targeted Tactical Team Grant (CRS #3454) NYS Division of Homeland Security and Emergency Services Original Approved Grant Agreement: CRS #2702

**TOWN BOARD AGENDA ITEM: JUNE 27, 2022**

**To:** **Town Board**

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

**Re:** **First Amendment of Targeted Tactical Team Grant (CRS #3454) NYS Division of Homeland Security and Emergency Services Original Approved Grant Agreement: CRS #2702**

Kindly adopt a resolution authorizing the Supervisor to adopt and electronically execute (if required) the attached amendment with regard to the above matter. This amendment is for a time extension only as inventory is on backorder due to the COVID-19 pandemic. The original grant agreement was approved by the Town Board on June 21, 2021 by Resolution #2021-554. Approval of this amendment is contingent upon successful completion of the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk *(w/attachment, Agenda Item: June 27, 2022)*

**6/27/2022**
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 |

Melissa Lynch

# Grant Time Extension: Amherst Police Department (C163699)

3 messages

**Melissa Lynch** Wed, Jun 8, 2022 at 12:55 PM
To: "Lamothe, Ryan (DHSES)"
Cc: Gregory Sauers

Good Afternoon Ryan,

This email is to confirm that the time extension for the above contract has been granted. The new expiration date is now 8/31/2023.

Please confirm that this is correct at your earliest convenience.

Thank you,
Melissa
--

**Lamothe, Ryan (DHSES)** Wed, Jun 8, 2022 at 12:59 PM
To: Melissa Lynch
Cc: Gregory Sauers

Good Afternoon,

This contract extension has been approved through 8/31/2023.

Thank You!


## Ryan Lamothe

Public Safety Grants Representative 2

**NYS Division of Homeland Security & Emergency Services**

1220 Washington Avenue, State Campus Building 7a

Albany, New York 12242

www.dhses.ny.gov


Attachment: Redacted Time Extension Amendment 6.22.2022 (RES-2022-652 : Amendment to Targeted Tactical Team Grant Contract (CRS#

13.Q.5.a

| | |
|---|---|
| STATE AGENCY<br>New York State Division of Homeland Security and Emergency Services<br>1220 Washington Avenue<br>Building 7A Suite 710<br>Albany, NY 12242 | NYS COMPTROLLER'S NUMBER: C163699<br>(Contract Number)<br><br>ORIGINATING AGENCY CODE: 01077 |
| GRANTEE/CONTRACTOR: (Name & Address)<br>Amherst, Town of<br>5583 Main St<br>Williamsville, NY 14221 | TYPE OF PROGRAMS:<br>CFDA NUMBER:<br>DHSES NUMBERS: WM19163699 |
| FEDERAL TAX IDENTIFICATION NO: 16-6002157<br>MUNICIPALITY NO: (if applicable)<br>SFS VENDER NO: 1000003949<br>DUN & BRADSTREET NO: 030212336 | INITIAL CONTRACT PERIOD:<br>FROM 04/01/2021 TO 08/31/2023<br>FUNDING AMOUNT FOR INITIAL PERIOD: $75,000.00 |
| STATUS:<br>Contractor is not a sectarian entry.<br>Contractor is not a not-for-profit organization. | MULTI-YEAR TERM: (if applicable) |
| CHARITIES REGISTRATION NUMBER:<br><br>(Enter number of Exempt)<br>if "Exempt" is entered above, reason for exemption.<br>n/a<br><br>Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. | APPENDIX ATTACHED AND PART OF THIS AGREEMENT<br>__ APPENDIX A Standard Clauses required by the Attorney General for all State contracts<br>_X_ APPENDIX A1 Agency-specific Clauses<br>_X_ APPENDIX B Budget<br>_X_ APPENDIX C Payment and Reporting Schedule<br>_X_ APPENDIX D Program Workplan and Special Conditions<br>_X_ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)<br>__ DHSES-55 Budget Amendment/Grant Extension Request<br>__ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion |

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.

NYS Division of Homeland Security and Emergency Services

BY: , Date:

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".

GRANTEE:

BY: Mr. Brian J. Kulpa , Supervisor Date:

| | |
|---|---|
| ATTORNEY GENERAL'S SIGNATURE<br><br>Title: _____<br>Date: _____ | COMPTROLLER'S SIGNATURE<br><br>Title: _____<br>Date: _____ |

Attachment: Redacted Time Extension Amendment 6.22.2022 (RES-2022-652 : Amendment to Targeted Tactical Team Grant Contract (CRS#

13.Q.5.a

**Award Contract**

| Project No. | Grantee Name | |
|---|---|---|
| TT19-1008-E01 | Amherst, Town of | 06/08/2022 |

Attachment: Redacted Time Extension Amendment 6.22.2022 (RES-2022-652 : Amendment to Targeted Tactical Team Grant Contract (CRS#

13.Q.5.a

**Award Contract**

**Project No.**
TT19-1008-E01

**Grantee Name**
Amherst, Town of

06/08/2022

Attachment: Redacted Time Extension Amendment 6.22.2022 (RES-2022-652 : Amendment to Targeted Tactical Team Grant Contract (CRS#

13.Q.5.a

**Award Contract**

**Project No.**
TT19-1008-E01

**Grantee Name**
Amherst, Town of

06/08/2022

Attachment: Redacted Time Extension Amendment 6.22.2022 (RES-2022-652 : Amendment to Targeted Tactical Team Grant Contract (CRS#

13.Q.5.a

## Award Contract

**Project No.** TT19-1008-E01

**Grantee Name** Amherst, Town of

06/08/2022

### Budget Summary by Participant

Amherst, Town of
Town of Amherst Police Department - Version 1

| # | Equipment | AEL | Number | Unit Cost | Total Cost | Grant Funds | Matching Funds |
|---|---|---|---|---|---|---|---|
| 1 | Specialized Mission Response Vehicle (armored response vehicle) | 12VE-00-MISS | 1 | $75,000.00 | $75,000.00 | $75,000.00 | $0.00 |
| Total | | | | | $75,000.00 | $75,000.00 | $0.00 |

| Total Project Costs | Total Cost | Grant Funds | Matching Funds |
|---|---|---|---|
| | $75,000.00 | $75,000.00 | $0.00 |

| Total Contract Costs | Total Cost | Grant Funds | Matching Funds |
|---|---|---|---|
| | $75,000.00 | $75,000.00 | $0.00 |

Attachment: Redacted Time Extension Amendment 6.22.2022 (RES-2022-652 : Amendment to Targeted Tactical Team Grant Contract (CRS#

13.Q.5.a

**Award Contract**

| Project No. | Grantee Name | |
|---|---|---|
| TT19-1008-E01 | Amherst, Town of | 06/08/2022 |

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

For All Contractors:

I. PAYMENT PROVISIONS

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Payment and Recoupment Language

1. Contractor shall provide complete and accurate vouchers to DHSES in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Contractor shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email HelpDesk@sfs.ny.gov. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

2. The Contractor agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Contractor. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:
• Signed Voucher and Fiscal Cost Report
• Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
• Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program.

B. Interim and/or Final Claims for Reimbursement

1. Contractors must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Contractor must also refund all unexpended advances and interest earned over $500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over $500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor shall submit a check or money order for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue

Attachment: Redacted Time Extension Amendment 6.22.2022 (RES-2022-652 : Amendment to Targeted Tactical Team Grant Contract (CRS#

Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Contractor must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

4. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services
Attention: Contracts Unit
State Office Building Campus – Bldg. 7A
1220 Washington Avenue, Suite 610
Albany, NY 12242

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III, Paragraph G(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III, Paragraph G(2)(a)(iv) of Appendix A-1 of the Contract, no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Contractor's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Contractor may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement.

2. The Contractor will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30
Calendar Quarter: April 1 - June 30 -- Report Due: July 30
Calendar Quarter: July 1 - September 30 -- Report Due: October 30
Calendar Quarter: October 1 - December 31 -- Report Due: January 30

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

Attachment: Redacted Time Extension Amendment 6.22.2022 (RES-2022-652 : Amendment to Targeted Tactical Team Grant Contract (CRS#

13.Q.5.a

Rev. 07/2020

Certified by - Brian Kulpa on 06/03/2021

Attachment: Redacted Time Extension Amendment 6.22.2022 (RES-2022-652 : Amendment to Targeted Tactical Team Grant Contract (CRS#

13.Q.5.a

**Award Contract**

| Project No. | Grantee Name | |
|---|---|---|
| TT19-1008-E01 | Amherst, Town of | 06/08/2022 |

**Work Plan**

**Goal**

To develop and enhance tactical team response capabilities.

Objective #1

G & T Workplan Code - 05. Establish/enhance regional response teams.

Investment Justification - Counter Terrorism and Law Enforcement

NYS Critical Capability

Primary - Law Enforcement Counter-Terrorism Operations

The development, sustainment and/or enhancement of tactical team assets.

**Task #1 for Objective #1**

Purchase allowable tactical team specialized mission response vehicle and equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

| # | Performance Measure |
|---|---|
| 1 | Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced tactical team in the region. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, include deployment plans as appropriate. |

Attachment: Redacted Time Extension Amendment 6.22.2022 (RES-2022-652 : Amendment to Targeted Tactical Team Grant Contract (CRS#

**Award Contract**

| Project No. | Grantee Name | |
|---|---|---|
| TT19-1008-E01 | Amherst, Town of | 06/08/2022 |

Prior Contract Terms
Contract Start Date - 04/01/2021
Contract End Date - 08/31/2022
Contract Amount - $75,000.00

APPENDIX X
AMENDMENT OF GRANT CONTRACT TERMS

Agency Code: 01077

This is an Appendix (Appendix X) to the AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES), and represents an amendment to the grant contract executed between DHSES and the Grantee Agency indicated in the E-Grants Participant Module (the Parties).

It is understood that the terms and conditions of the original grant contract have been modified by mutual agreement between DHSES and the Grantee Agency. Those terms and conditions which have been modified herein supersede prior executed versions of this contract. All other provisions of the contract shall remain in full force and effect for the duration of the contract, unless further amended by mutual agreement of the Parties, and by the electronic certification of a subsequent Appendix X by both DHSES and the Grantee Agency.

All Certified Assurances for federal programs, and DHSES Contract Appendices are also available online for download at http://www.dhses.ny.gov/grants/

Certified by - on

Attachment: Redacted Time Extension Amendment 6.22.2022 (RES-2022-652 : Amendment to Targeted Tactical Team Grant Contract (CRS#

13.Q.5.a

**Award Contract**

| Project No. | Grantee Name | |
|---|---|---|
| TT19-1008-E01 | Amherst, Town of | 06/08/2022 |

**Special Conditions**

I. ALL GRANT FUNDS:

Federal grant funds provided are a subaward of Homeland Security Grant Program (HSGP) funds awarded to the New York State Division of Homeland Security and Emergency Services (DHSES) from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

A. Permissible Use of Funding

1. HSGP funds must be used in accordance with the guidelines set forth in the HSGP Notice of Funding Opportunity, which can be located at https://www.fema.gov/grants

2. All expenditures under this grant must support the Goals and Objectives outlined in the 2017 2020 NYS Homeland Security Strategy and approved investment justifications. New York State's Homeland Security Strategy can be located on the DHSES website at http://www.dhses.ny.gov/planning/#strat.

3. Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

B. Record Requirements

1. Subrecipients shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP funded activities.

2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

C. Equipment Purchases

1. Equipment purchased with grant funds must fall within the allowable equipment categories for HSGP as listed on the Authorized Equipment List (AEL) (https://www.fema.gov/authorized-equipment-list).

2. Subrecipients are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any equipment item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS adopted standards to be eligible for purchase using HSGP funds.

3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

4. Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.326 , 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

D. Training & Exercise Related Activities

1. Any non DHS training course to be supported by this award must be submitted in advance to DHSES for written approval.

2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). Report scheduled exercises to the DHSES Office of Emergency Management (OEM) Training and Exercise Section using NY Responds 60 days prior to the start of the exercise. An After Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must

Attachment: Redacted Time Extension Amendment 6.22.2022 (RES-2022-652 : Amendment to Targeted Tactical Team Grant Contract (CRS#

conform to the HSEEP format and must be submitted to DHSES using NY Responds within 60 days of completion of the exercise.

3. Subrecipients are required to be NIMS compliant. DHSES requires that subrecipients contact their county point of contact to determine how the particular county requires reporting. Subrecipients are expected to provide DHSES upon request any data required for annual NIMS certification purposes.

E. Law Enforcement Requirements

1. Subrecipients that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation, equipment acquisition, and response functions.

2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, subrecipients will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.

3. Subrecipients further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

F. EHP Requirements

1. Subrecipients shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

2. Failure of subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings. Subrecipients must comply with all conditions placed on the project as the result of the EHP review.

3. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.

4. If ground disturbing activities occur during project implementation, subrecipients must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

5. Any activities requiring environmental and historic preservation review that have been initiated prior to FEMA approval could result in non-compliance finding. For your convenience, the screening form is available at: http://www.dhses.ny.gov/grants/eph.cfm.

G. Equipment Maintenance Requirements

1. Subrecipients must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

H. New York State Emergency Management Certification and Training Program

1. Participation in and successful completion of the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.

2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, subrecipients must arrange for DHSES specified subrecipient employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the subrecipient will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day cycle from the date of initial training for previously trained individuals if such person remains employed by the subrecipient and fulfilling the same f

Attachment: Redacted Time Extension Amendment 6.22.2022 (RES-2022-652 : Amendment to Targeted Tactical Team Grant Contract (CRS#

she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.

3. Subrecipient must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Subrecipients must be aware that the process of conducting a DHSES Annual Capabilities Assessment is an ongoing process and requires a continued commitment on the part of the subrecipient to ensure that it is effective.

4. All subrecipients funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the subrecipient ; and (2) the status of any corresponding subrecipient plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.

5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man made disasters. Funded subrecipients agree to attend and participate in any DHSES sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

I. National Cyber Security Review

1. Completion of the National Cybersecurity Review (NCSR) is a mandatory annual requirement under this Contract and a condition of funding. The NCSR will be open from October to December each year and enables agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each subrecipient should complete the NCSR. If there is no CIO/CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user. The Multi-State Information Sharing and Analysis Center (MS-ISAC) improves the overall cybersecurity posture of the nation's state, local, tribal, territorial, nonprofit, and private sector agencies through focused cyber threat prevention, protection, response, and recovery. It is a no-cost, membership-based community that includes 24/7 cybersecurity support, analysis and monitoring, and a central location for reporting threats and suspicious activities. The MS-ISAC is available for both technical and administrative assistance on the NCSR. For more on the MS-ISAC, visit https://www.cisecurity.org/ms-isac/services/ncsr/ or email ncsr@cissecurity.org.

2. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

Attachment: Redacted Time Extension Amendment 6.22.2022 (RES-2022-652 : Amendment to Targeted Tactical Team Grant Contract (CRS#

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 26033 **RESOLUTION 2022-653** **ADOPTED**

# Class Instructor/Sub-Contractor Commitment Form CRS #3418 - Mary Ann Belus

We respectfully request Town Board permission to authorize the Supervisor to sign the contract between the Town of Amherst (Department of Senior Services) and knitting instructor, Mary Ann Belus.

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

The cost of $23.00 per hour charged to A6772-4090

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

TOWN OF AMHERST

# CLASS INSTRUCTOR/SUB-CONTRACTOR COMMITMENT FORM

Amherst Center for Senior Services
370 John James Audubon Pkwy.
Amherst NY 14228

**Instructor Name:** Mary Ann Belus
(Payment/Check payable to same)

**Address:** 40 Gaslight Trial

Williamsville, NY 14221

**Class/Activity:** Knitting/Crochet Instructor

**This is a** -5- **year contract.**

**Start Date:** August 1, 2022 **Date executed below by the Town Supervisor**

**End Date:** July 31, 2027

**Rate per hr.:** $23.00

MARY ANN BELUS, **agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the instructor, its agents and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreements.**

Mary Ann Belus
Instructor/Leader Signature

5/26/2022
Date

Brian J. Kulpa, Supervisor, Town of Amherst

Date

Contract Name _____ CRS#_____ Vendor Name _____





Attachment: Mary Ann Belus-05262022124355 (RES-2022-653 : Class Instructor/Sub-Contractor Commitment Form CRS#3418 - Mary Ann

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 26035 **RESOLUTION 2022-654** **ADOPTED**

# Billiards Table Recovering - Michael Shriver- Bison Billiards - CRS #3373

We respectfully request the Town Board permission to authorize the Supervisor to sign the Independent Contractor Commitment Form between the Town of Amherst (Department of Senior Services) and Michael Shriver - Bison Billiards.

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

The cost of $2,200 charged to A6772-4220 and $550 charged A7145-4290

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

# QUOTE

**PRODUCT:** Recovering 5 Pool Tables (4 at Center, 1 at Harlem Rd)

**DESCRIPTION:** _____

_____

1) DATE & TIME: 2/17/22

**COMPANY:** Gary Pools **COST:** $3599.95

**TELEPHONE #:** 668-4279 **FAX #** _____

2) DATE & TIME: 4/5/22

**COMPANY:** Bison Billiards **COST:** $2750.00

**TELEPHONE #:** 632-0281 **FAX #** _____

3) DATE & TIME: 3/1/22

**COMPANY:** Classic Cue **COST:** No Workers Comp Ins

**TELEPHONE #:** 689-8060 **FAX #** _____

**********

**Used Company #:** _____

**Purchase Order #:** _____

**Date of Job:** _____

2/17 Left messages for Watlacks (585-381-7329) never returned calls

Quote documentation Form – New logo-Master 2018 shared files

**BRIAN J. KULPA**
Supervisor, Town of Amherst

**PAMELA M. KRAWCZYK**
Director, Senior Services

Attachment: bison billiards-05092022152012 (RES-2022-654 : Billiards Table Recovering - CRS# 3373 - Michael Shriver - Bison Billiards)

# BISON BILLIARDS INC.

4545 Transit Rd., Suite 974

Williamsville, New York 14221

716-632-0281

Bison Billiards will recover 5 pool tables,

4 tables at the Amherst Senior Citizen Center and

One table off site, with Simonis green cloth for;

$1250.00 labor

$1500.00 cloth

$2750.00 total

To be paid to Bison Billiards upon completion of the job.

Attachment: bison billiards-05092022152012 (RES-2022-654 : Billiards Table Recovering - CRS# 3373 - Michael Shriver - Bison Billiards)

# CERTIFICATE OF LIABILITY INSURANCE

DATE 04/14/2022

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 POLICI BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZ 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 endors If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| **PRODUCER**<br>Burke & Byrne & Associates Inc<br>A Division of Great Lakes Insurance Services Group LLC<br>3626 Seneca St<br>Buffalo NY 14224-2026 | **CONTACT NAME:** Alicia Sherman<br>**PHONE (A/C, No, Ext):** 716-608-1100 **FAX (A/C, No):** 716-677-0741<br>**E-MAIL ADDRESS:** |
| **INSURED**<br>Bison Billiards Llc<br>218 Allendale Rd<br>West Seneca NY 14224 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** Erie Insurance Company — 26263<br>**INSURER B :** Flagship City Insurance Company — 35585<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 PERI INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH TH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | Y | | Q405150426 | 04/01/2021 | 04/01/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1000000<br>$ 1000000<br>$ 5000<br>$ 1000000<br>$ 2000000<br>$ 2000000 |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>X OWNED AUTOS ONLY<br>X HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | Q405150426 | 04/01/2021 | 04/01/2022 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1000000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | Q365170174 | 04/01/2021 | 04/01/2022 | EACH OCCURRENCE<br>AGGREGATE | $ 1000000<br>$ 2000000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | Q926600181 | 08/16/2020 | 08/16/2021 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 100000<br>$ 100000<br>$ 500000 |

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

Town of Amherst additional insured on a primary non-contrubutory basis with regard to the work performed by the named insured as required by written contract or agreement.

**CERTIFICATE HOLDER**

Town of Amherst
5583 Main Street
Williamsville NY 14221

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE
Alicia Sherman

Fax: Email:

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Attachment: bison billiards-05092022152012 (RES-2022-654 : Billiards Table Recovering - CRS# 3373 - Michael Shriver - Bison Billiards)

NEW YORK STATE | 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**

1a. Legal Name & Address of Insured (use street address only)
BISON BILLARDS INC

218 ALLENDALE ROAD
WEST SENECA, NY 14224

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

1b. Business Telephone Number of Insured
716-548-6673

1c. Federal Employer Identification Number of Insured or Social Security Number
010922515

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Williamsville, NY 14221

3a. Name of Insurance Carrier
**ShelterPoint Life Insurance Company**

3b. Policy Number of Entity Listed in Box "1a"
DBL491731

3c. Policy effective period
08/16/2021 to 08/15/2023

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

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

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

Date Signed 4/14/2022 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)

DB-120.1 (12-21)

Attachment: bison billiards-0509202215201 2 (RES-2022-654 : Billiards Table Recovering - CRS# 3373 - Michael Shriver - Bison Billiards)

NEW YORK STATE | Workers' Compensation Board

# CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

| | |
|---|---|
| 1a. Legal Name & Address of Insured (use street address only)<br>Bison Billiards LLC<br>218 Allendale Rd<br>West Seneca, NY 14224<br><br>Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)* | 1b. Business Telephone Number of Insured<br>716-548-6673<br>1c. NYS Unemployment Insurance Employer Registration Number of Insured<br><br>1d. Federal Employer Identification Number of Insured or Social Security Number<br>01-0922515 |
| 2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)<br>Town of Amherst<br>5583 Main Street<br>Williamsville, NY 14221 | 3a. Name of Insurance Carrier<br>Erie Insurance<br>3b. Policy Number of Entity Listed in Box "1a"<br>Q945400237<br>3c. Policy effective period<br>10/04/2021 to 10/04/2022<br>3d. The Proprietor, Partners or Executive Officers are<br>☐ included. (Only check box if all partners/officers included)<br>☐ 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: Carol Podpora
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Carol Podpora 04/14/2022
(Signature) (Date)

Title: CSR

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-608-1100

**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.**



Attachment: bison billiards-05092022152012 (RES-2022-654 : Billiards Table Recovering - CRS# 3373 - Michael Shriver - Bison Billiards)

# TOWN OF AMHERST

## INDEPENDENT CONTRACTOR COMMITMENT FORM

Amherst Center for Senior Services
370 John James Audubon Pkwy.
Amherst NY 14228

**Company Name:** BISON BILLIARDS

**Payment/Check payable to :** BISON BILLIARDS

**Address:** 4545 TRANSIT RD SUITE 974
WILLIAMSVILLE N.Y. 14221

**This is contract is valid for 2022.**

**Start Date:** May 31, 2022

**End Date:** December 31, 2022

BISON BILLIARDS, **agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the instructor, its agents and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreements.**

Michael Shriver — Independent Contractor Signature

5/5/22 — Date

Brian J. Kulpa, Supervisor, Town of Amherst

Date

Contract Name: _____ CRS#: _____ Vendor Name: _____

Attachment: bison billiards-05092022152012 (RES-2022-654 : Billiards Table Recovering - CRS# 3373 - Michael Shriver - Bison Billiards)

Attachment: bison billiards-05092022152012 (RES-2022-654 : Billiards Table Recovering - CRS# 3373 - Michael Shriver - Bison Billiards)

## Addendum to Contract Minor Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: bison billiards-05092022152012 (RES-2022-654 : Billiards Table Recovering - CRS# 3373 - Michael Shriver - Bison Billiards)

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:

Bison Billiards
Print Name of Company

By: Michael Shriver
Signature

Michael Shriver
Printed name

Date: 5/5/22

Agreed to and Accepted by:

**Town of Amherst**

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: bison billiards-05092022152012 (RES-2022-654 : Billiards Table Recovering - CRS# 3373 - Michael Shriver - Bison Billiards)

# 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: BISON BILLIARDS

Signature: Michael Shriver

Print Name: MICHAEL SHRIVER

Title: PRESIDENT

Date: 5/2/22

Sworn To Before Me This

2ND Day of MAY, 2022

Jean M Bifulco

Notary Public

JEAN M. BIFULCO
Notary Public, State of New York
Qualified in Erie County
Reg. No. 01BI61133069
My Commission Expires 7/19/2024

Revised 4.2017

Attachment: bison billiards-05092022152012 (RES-2022-654 : Billiards Table Recovering - CRS# 3373 - Michael Shriver - Bison Billiards)

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 26037 **RESOLUTION 2022-655** **ADOPTED**

# Class Instructor/Sub-Contractor Commitment Form CRS #3417 Daniel Meyer

We respectfully request Town Board permission to authorize the Supervisor to sign the Contractor/Sub-Contractor Commitment Form between the Town of Amherst ( Department of Senior Services ) and Daniel Meyer.

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

The cost of $28.00 per hour charged to A6772-4090

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

TOWN OF AMHERST

# CLASS INSTRUCTOR/SUB-CONTRACTOR COMMITMENT FORM

Amherst Center for Senior Services
370 John James Audubon Pkwy.
Amherst NY 14228

**Instructor Name:** Daniel Meyer
(Payment/Check payable to same)

**Address:** 308 Mill Street

Williamsville, NY 14221

**Class/Activity:** Watercolor/Drawing Instructor

**This is a** -5- **year contract.**

**Start Date:** July 1, 2022 **Date executed below by the Town Supervisor**

**End Date:** June 30, 2027

**Rate per hr.:** $28.00

DAN MEYER, **agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the instructor, its agents and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreements.**

Daniel Meyer
Instructor/Leader Signature

5-26-22
Date

Brian J. Kulpa, Supervisor, Town of Amherst

Date

Contract Name _____ CRS#_____ Vendor Name _____



Attachment: Daniel Meyer-052622101126-0001 (RES-2022-655 : Class Instructor/Sub-Contractor Commitment Form CRS# 3417 Daniel Meyer)

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by: **Deputy Supervisor Jacqualine Berger**

DOC ID: 26002 **RESOLUTION 2022-656** **ADOPTED**

# Arts & Culture Committee Concert - CRS #3441 - Buffalo Silver Band

Authorize the Supervisor to sign a contract between the Town of Amherst and the Buffalo Silver Band for a concert at the Buffalo Niagara Heritage Village on August 11, 2022.

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

A 7550.4150;$300.00

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

# TOWN OF AMHERST
# YOUTH & RECREATION DEPARTMENT
## ERIE COUNTY, NEW YORK

Northtown Center at Amherst
1615 Amherst Manor Drive
Williamsville, NY 14221
(716) 631-7132
Fax (716) 626-9087
www.amherst.ny.us

BRIAN J. KULPA
Supervisor

JACQUALINE G. BERGER
Deputy Supervisor

MARY-DIANA POULI, Executive Director

MARK FORDEN
Chairperson, Youth Board

TIMOTHY GARDNER
Chairperson, Rec Commission

6 May 2022

Buffalo Silver Band
c/o Pat Chiodo, President
PO Box 535
Buffalo, NY 14207

Dear Pat Chiodo, Buffalo Silver Band,

This is your agreement for your 2022 performance as an independent contractor. Please provide a name and cell phone # so that staff can contact you closer to your date of performance: Joel A Cohen 716-713-6145.
Please note, the performer/group has to supply its own sound system.

Buffalo Silver Band agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the performers, its agents, and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreement.

AGREEMENT

| | |
|---|---|
| Date: | Thursday, August 11, 2022 |
| Time: | 7:00 – 8:30p.m. (no break) |
| Location: | Buffalo Niagara Heritage Village |
| Fee: | $300.00 (Check payable to Buffalo Silver Band) |



Attachment: Buffalo Silver Band (RES-2022-656 : Arts & Culture Committee Concert - CRS #3441 - Buffalo Silver Band)

Name of Entity:
Identify Type of Business Entity: 501 (c) (3)
(e.g. Individuals, D/B/A/, Corporation, Partnership, Association, Club, etc.)

Agreed to and approved:

* _____ 6/5/2022
Name Date

Treasurer
Title

*If entity is listed as "individual(s)," individual(s) should sign. If Corporation, Partnership, Association, or Club, officer, business agent, or other person duly authorized to sign similar agreements should sign.

Additional signatures if entity is composed of individuals:

_____

_____

_____

_____

Town of Amherst:

_____ _____
Brian J. Kulpa, Supervisor Date

Attachment: Buffalo Silver Band (RES-2022-656 : Arts & Culture Committee Concert - CRS #3441 - Buffalo Silver Band)

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by: **Deputy Supervisor Jacqualine Berger**

DOC ID: 26003 A **RESOLUTION 2022-657** **ADOPTED**

# Arts & Culture Committee Concert - CRS #3439 - Anderson Big Band

Authorize the Supervisor to sign a contract between the Town of Amherst, the Village of Williamsville and Anderson Big Band for a concert at Glen Park on July 21, 2022.

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

A7550.4150; $700.00

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

# TOWN OF AMHERST
# YOUTH & RECREATION DEPARTMENT

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

6 May 2022

Anderson Big Band
c/o John and Laura Anderson
423 Ransom Road
Lancaster, NY 14086

Dear John and Laura Anderson, Anderson Big Band,

This is your agreement for your 2022 performance as an independent contractor. Please provide a name and cell phone # so that staff can contact you closer to your date of performance: John Anderson 560-3910.
Please note, the performer/group has to supply its own sound system.

Anderson Big Band agrees to indemnify and hold the Town of Amherst and the Village of Williamsville harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the performers, its agents, and/or employees and to release the Town of Amherst, the Village of Williamsville and their employees, agents, districts, commissions, and boards from liability arising from the performance of this agreement.

## AGREEMENT

| | |
|---|---|
| Date: | Thursday, July 21, 2022 |
| Time: | 7:00 – 8:30p.m. (no break) |
| Location: | Glen Park/Noll Nature Center Lot |
| Fee: | $700.00 (Check payable to John and Laura Anderson) |



Attachment: Anderson Big Band (RES-2022-657 : Arts & Culture Committee Concert - CRS #3439 - Anderson Big Band)

Name of Entity:
Identify Type of Business Entity:
(e.g. Individuals, D/B/A/, Corporation, Partnership, Association, Club, etc.)

Agreed to and approved:

* John Anderson — 5-25-22
Name — Date

Band co-leader
Title

*If entity is listed as "individual(s)," individual(s) should sign. If Corporation, Partnership, Association, or Club, officer, business agent, or other person duly authorized to sign similar agreements should sign.

Additional signatures if entity is composed of individuals:

_____

_____

_____

_____

Village of Williamsville:

_____ _____
Deborah Rogers, Mayor — Date

Town of Amherst:

_____ _____
Brian J. Kulpa, Supervisor — Date

Attachment: Anderson Big Band (RES-2022-657 : Arts & Culture Committee Concert - CRS #3439 - Anderson Big Band)

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 25979 **RESOLUTION 2022-658** **ADOPTED**

# Arts & Culture Committee Concert - CRS #3416 (BNCB)

Authorize the Supervisor to sign a contract between the Town of Amherst (Arts & Culture Committee) and the Buffalo Niagara Concert Band for a concert on August 18, 2022 at Amherst State Park.

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

A7550.4150;$650.00

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

# TOWN OF AMHERST
# YOUTH & RECREATION DEPARTMENT
ERIE COUNTY, NEW YORK

Northtown Center at Amherst
1615 Amherst Manor Drive
Williamsville, NY 14221
(716) 631-7132
Fax (716) 626-9087
www.amherst.ny.us

BRIAN J. KULPA
Supervisor

JACQUALINE G. BERGER
Deputy Supervisor

MARY-DIANA POULI, Executive Director

MARK FORDEN
Chairperson, Youth Board

TIMOTHY GARDNER
Chairperson, Rec Commission


6 May 2022

Buffalo Niagara Concert Band
c/o Jerry Krzesinski, Business Manager
533 Amherst Street
Buffalo, NY 14207

Dear Jerry Krzesinski, Buffalo Niagara Concert Band,

This is your agreement for your 2022 performance as an independent contractor. Please provide a name and cell phone # so that staff can contact you closer to your date of performance: JERRY KRZESINSKI (716) 440-9934.
Please note, the performer/group has to supply its own sound system.

Buffalo Niagara Concert Band agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the performers, its agents, and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreement.

AGREEMENT

| | |
|---|---|
| Date: | Thursday, August 18, 2022 |
| Time: | 7:00 – 8:30p.m. (no break) |
| Location: | Amherst State Park |
| Fee: | $650.00 (Check payable to BNCB) |

Attachment: Buffalo Nigara Concert Band (RES-2022-658 : Arts & Culture Committee Concert - CRS #3416 (BNCB))

Name of Entity:
Identify Type of Business Entity:
(e.g. Individuals, D/B/A/, Corporation, Partnership, Association, Club, etc.)

Agreed to and approved:

* [signature] 5/20/22
Name Date

BUSINESS MANAGER
Title

*If entity is listed as "individual(s)," individual(s) should sign. If Corporation, Partnership, Association, or Club, officer, business agent, or other person duly authorized to sign similar agreements should sign.

Additional signatures if entity is composed of individuals:

_____

_____

_____

_____

Town of Amherst:

_____ _____
Brian J. Kulpa, Supervisor Date

Attachment: Buffalo Nigara Concert Band (RES-2022-658 : Arts & Culture Committee Concert - CRS #3416 (BNCB))

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 25922 **RESOLUTION 2022-659** **ADOPTED**

# Market Performer - CRS #3421 (Wolcott & Grossman)

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Cindy Sue Wolcott and Bryan Grossman for a concert at the August 14, 2022 Farmers' Market at Bassett Park.

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

A 7142.4150; $270.00

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

# TOWN OF AMHERST
# YOUTH & RECREATION DEPARTMENT

Northtown Center at Amherst
1615 Amherst Manor Drive
Williamsville, NY 14221
(716) 631-7132
Fax (716) 626-9087
www.amherst.ny.us

BRIAN J. KULPA
Supervisor

JACQUALINE G. BERGER
Deputy Supervisor -
Liaison

MARY-DIANA POULI, Executive Director

MARK FORDEN
Chairperson, Youth Board

TIMOTHY GARDNER
Chairperson, Rec

Commission

March 22, 2022

Cindy Sue Wolcott and Bryan Grossman
4333 Plank Road
Lockport, NY 14094

Dear Cindy Sue and Bryan,

This is your agreement for your 2022 performance as an independent contractor. Please provide a name and cell phone # so that our sound technician can contact you closer to your date of performance: CINDY OR BRYAN - 716.471.4061.

Cindy Sue Wolcott and Bryan Grossman, NorthCoast, agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the performers, its agents, and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreement.

## AGREEMENT

| | |
|---|---|
| Date: | Sunday, August 14, Rain and Shine |
| Time: | 11am-2p.m. |
| Location: | Bassett Park |
| Fee: | $270.00 (check payable to: Cindy Sue Wolcott) |
| Breaks: | One (1) ten minute break |

Attachment: CindySueWolcott-August Only Contract (RES-2022-659 : Market Performer - CRS #3421 (Wolcott & Grossman))

Name of Entity:
Identify Type of Business Entity:
(e.g. Individuals, D/B/A, Corporation, Partnership, Association, Club, etc.)

Agreed to and approved:

* Cindy Sue Wolcott
Name

4/7/22
Date

Musician
Title

*If entity is listed as "individual(s)," individual(s) should sign. If Corporation, Partnership, Association, or Club, officer, business agent, or other person duly authorized to sign similar agreements should sign.

Additional signatures if entity is composed of individuals:

Bryan Grossman

Town of Amherst:

Brian J. Kulpa, Supervisor

Date

Attachment: CindySueWolcott-August Only Contract (RES-2022-659 : Market Performer - CRS #3421 (Wolcott & Grossman))

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 25923 **RESOLUTION 2022-660** **ADOPTED**

# Market Performer - CRS #3422 (Rick Strusienski)

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Rick Strusienski for a concert at the July 10, 2022 Farmers' Market at Bassett Park.

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

A 7142.4150; $150.00

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

# TOWN OF AMHERST
# YOUTH & RECREATION DEPARTMENT
## ERIE COUNTY, NEW YORK

Northtown Center at Amherst
1615 Amherst Manor Drive
Williamsville, NY 14221
(716) 631-7132
Fax (716) 626-9087
www.amherst.ny.us

BRIAN J. KULPA
Supervisor

JACQUALINE G. BERGER
Deputy Supervisor - Liaison

MARY-DIANA POULI, Executive Director

MARK FORDEN
Chairperson, Youth Board

TIMOTHY GARDNER
Chairperson, Rec Commission

March 22, 2022

Rick Strusienski
5716 Beattie Ave.
Lockport, NY. 14094

Dear Rick Strusienski,

This is your agreement for your 2022 performance as an independent contractor. Please provide a name and cell phone # so that our sound technician can contact you closer to your date of performance: Rick (716) 225-2241.

Rick Strusienski, Musician, agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the performers, its agents, and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreement.

AGREEMENT

| | |
|---|---|
| Date: | Sunday, July 10, rain or shine |
| Time: | 11am-2p.m. |
| Location: | Bassett Park |
| Fee: | $150.00 (check payable to: Rick Strusienski) |
| Breaks: | One (1) ten minute break |

Name of Entity: INDIVIDUAL

*Serving the Town of Amherst through programs that strengthen families and the community.*

Attachment: RickStrusienski-July Only Contract (RES-2022-660 : Market Performer - CRS #3422 (Rick Strusienski))

Identify Type of Business Entity:
(e.g. Individuals, D/B/A, Corporation, Partnership, Association, Club, etc.)

Agreed to and approved:

* _____ 4/5/22
Name Date

_____
Title

*If entity is listed as "individual(s)," individual(s) should sign. If Corporation, Partnership, Association, or Club, officer, business agent, or other person duly authorized to sign similar agreements should sign.

Additional signatures if entity is composed of individuals:

_____

_____

_____

_____

Town of Amherst:

_____ _____
Brian J. Kulpa, Supervisor Date

Attachment: RickStrusienski-July Only Contract (RES-2022-660 : Market Performer - CRS #3422 (Rick Strusienski))

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26015 **RESOLUTION 2022-661** **ADOPTED**

# Market Vendor CRS #3447 - Divine Nosh

Authorize the Supervisor to sign contracts between the Town of Amherst (Youth & Recreation Department) and Christine R. Gibney (Divine Nosh) for participation in the Farmers' Markets at Bassett Park for 2022.

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

A 7145.01980; up to -$80.00 (revenue)

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

## Town of Amherst – Youth and Recreation
## Town Parks General Event Contract

## RETAIL VENDOR

The Town of Amherst, Youth and Recreation, will host several special events in Town parks in 2022. To be considered for participation in any Town of Amherst Youth & Recreation/Parks event, please complete this contract/application and submit all pages in PDF format to:

Elizabeth M. Graczyk
*Resource Coordinator*
Town of Amherst, Youth and Recreation Department
1615 Amherst Manor Drive
Williamsville, NY 14221
716-631-7132, Ext. 7550
egraczyk@amherst.ny.us

*Upon application acceptance, and event commitment confirmation from the Youth and Recreation Department, the vendor will be required to submit a $20.00 fee, per event. Please be aware, this fee must be submitted* ***after*** *complete application has been accepted and confirmed by the department.*

**In addition to this contract, all applicants must also submit a valid Certificate of Insurance (COI) naming the Town of Amherst as additional insured.** Page 9 of this contract includes a sample of how the COI must be completed. When submitting a general event contract, a valid COI must be included. Any contracts submitted without a valid COI will not be considered. COI may be submitted under separate cover and emailed to egraczyk@amherst.ny.us.

Vendor shall take out and maintain during the life of this Agreement, such general liability and property 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. Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town for approval by submitting at least a Certificate of Insurance OR an Accord 25 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.



Attachment: DivineNoshContract Complete (RES-2022-661 : Market Vendor CRS #3447 - Divine Nosh)

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.

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.

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.

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.
damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death,

Attachment: DivineNoshContract Complete (RES-2022-661 : Market Vendor CRS #3447 - Divine Nosh)

**The deadline to submit a contract and COI for 2022 Parks events is March 25, 2022.**

Vendors meeting contract and COI requirements will be emailed an online sign-up/registration link for all 2022 events after the contract deadline has passed. Vendors may use this link to complete their registration for any and all events included in the link. Vendors may not share the link with any other party and/or vendor(s). Resource coordinator will confirm participation based on qualified vendor submissions prior to April 30, 2022.

Vendors meeting contract and COI requirements will be provided with event information, such as setup instructions, social media promotions, and marketing information from the Parks staff within 30 days of each event.

For further questions with regard to 2022 Parks events, please contact Elizabeth Graczyk via email – egraczyk@amherst.ny.us.

Town of Amherst
General Retail Vendor Contract
Attn: Elizabeth Graczyk, Resource Coordinator
egraczyk@amherst.ny.us

Company Name: Divine Nosh by Gibby, LLC

Contact: Chris Gibney

Address: 57 Asbury Place, Depew, NY 14043

Email Address: divinenosh123@gmail.com Phone: 716-907-3185

Please give a Description of Services and/or Items to be sold:

Homemade baked goods such as pies, cookies, bars, cakes, etc.



Attachment: DivineNoshContract Complete (RES-2022-661 : Market Vendor CRS #3447 - Divine Nosh)

## Town of Amherst – Youth and Recreation

### General Event Rules and Regulations

Applies to ALL participants.

1. **Appearance and presentation** of the booth is critical to the overall aesthetic of the event and to your retail success. The Town of Amherst wants to ensure that everyone has the best possible experience. The **EVENT STAFF** determines booth placement.
2. Events are held **rain or shine.** Please dress and prepare accordingly, with respect to the season and potential weather.
3. **Vendor applications/contracts are due no later than March 25, 2022. Vendors will be contacted via phone or email to confirm acceptance of contract.**
4. The Town of Amherst reserves the right to decline registration to vendors for any reason including, but not limited to, incompatibility with our mission, inappropriate retail items for family friendly events, all available spaces have been filled, etc.
    a. Those vendors/exhibitors who do not comply with the Rules and Regulations may be denied participation in future years.
5. The "standard" **VENDOR BOOTH** consists of a 10x10 space:
    a. All vendor activities must be confined to allotted booth space area, including giveaways, petitions, surveys, music, etc.
6. **TENTS are required for each VENDOR BOOTH**.
    a. It is the responsibility of the vendor to provide their own tent for the event.
    b. All tents must be safely secured, in the event of severe weather including high winds.
        i. Other acceptable options: sandbags or cinder blocks – all attached to tent structure.
    c. Tents are not allowed on the walkways, sidewalks, drives, or right of ways. A site map will be provided prior to the event.
7. **VENDORS** are expected to conduct themselves in a professional manner and keep the following in mind:
    a. Each vendor is responsible for his/her booth and all items in it.
    b. Vendors must ensure their space is occupied for the duration of the event, the Town of Amherst is not responsible for booths/tents/vendor spaces left unoccupied before, during, or after event hours. Vendors may not leave events early, except in emergency situations.
    c. Vendors are responsible for the set-up, maintenance and removal of his/her own booth, merchandise and trash. The booth must be removed and the area cleared of any debris within one hour of the event closing.



Attachment: DivineNoshContract Complete (RES-2022-661 : Market Vendor CRS #3447 - Divine Nosh)

d. Food items/beverages CANNOT be sold or given away for on-site consumption unless all necessary local, state and Erie County Health Department permits are secured. It is the responsibility of the vendor to find and secure all necessary permits for his/her booth.
e. All samples must comply with Food Vendor Rules, listed in the Food Vendor section below.
f. NO SMOKING anywhere throughout the event/park grounds.

8. Sales tax for items sold at event must be paid by vendors in compliance with local and state tax law.
9. Vendor must abide by all set-up instructions, in particular, set-up hours. Please refer to set-up documentations provided to confirmed vendors for event specifics.
    a. Late arrivals will forfeit their space.
9. Parking – All vendor vehicles must be unloaded and parked either behind the vendor space/tent, or parked in in another approved area 30 minutes prior the event start time, no exceptions.

10. **ELECTRICITY, heat, and the use of gas or propane generators is permitted at the Market at Bassett Park and may be considered at other park locations (please contact the Resource Coordinator for information on other locations/events.) Check the appropriate box below if you intend to use a vendor provided portable generator and/or other combustible device. All tents are subject to fire safety and code inspection. All applicants must complete the tent permit memo regardless of intended use of a gas or propane generator.**

☐ I intend to use a portable generator and/or other combustible device. I have read, understand, and signed the fire safety/tent permit memo attached to this contract.

☒ I do NOT intend to use any portable generator and/or other combustible device.

11. All vendors must agree to and sign the prepared event fire safety memo, as well as the tent permit procedures document, and submit the reduced-fee payment, *if required.* All vendors must provide and display their own 5lb ABC fire extinguisher for any market they are participating in.

Attachment: DivineNoshContract Complete (RES-2022-661 : Market Vendor CRS #3447 - Divine Nosh)

*Vendors will be placed on a first come first serve basis or as best fits as determined by the Town of Amherst. **Applications and contract must be properly completed and received, insurance certificate filed no later than March 25, 2022.** Vendors must remain at their spaces assigned at setup, for the duration of the event. All booths will have a 10 foot perimeter, and follow all fire safety/tent permit requirement at all times.

**General Release and Acceptance Agreement**: This Applicant has read the rules of the event(s) and agrees to abide by them. The Applicant releases The Town of Amherst and its agents and employees from any and all liability for any injury, loss, theft, damages, expenses, causes to action, lawsuits and other claims arising from injury to persons or property. **All vendors are required to file a $1,000,000 Certificate of Liability Insurance listing the Town of Amherst as additional insured with the Town of Amherst prior to the event.**

By signing and submitting this registration application and contract, I acknowledge that I have read and agree to follow the Town of Amherst General Vendor Rules and Regulations. It is imperative that each vendor read and understand the event rules and regulations outlined therein.

Signature of Applicant Chris Hilsey Date 5/26/2022

Signature of Town Supervisor _____ Date _____

Attachment: DivineNoshContract Complete (RES-2022-661 : Market Vendor CRS #3447 - Divine Nosh)

**TOWN OF AMHERST**
**FIRE SAFETY DIVISION**
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

(p) (716) 631-7140
(f) (716) 631-7192
firesafety@amherst.ny.us
amherst.ny.us/firesafety

# TENT PERMIT PROCEDURES

1. A Fire Prevention Permit is required for all tents in excess of 400 square ft.
2. All tents must meet the requirements of Chap. 31 of the 2020 Fire Code of NYS and NFPA 102.
3. A detail site and floor plan including means of egress, seating arrangement, location and type of heating and electrical equipment.
4. A Town of Amherst licensed electrician is required for any hardwiring of lights or outlets.
5. A Fire Inspector must inspect prior to occupying. An Electrical Inspector must inspect installed hardwiring.
6. Fire apparatus access roads must be provided, maintained and unobstructed at all times.
7. An unobstructed fire break passageway of not less than 12 ft. wide and free of obstructions shall be maintained on all sides of the tent unless otherwise approved by the Fire Inspector.
8. For tents, access, location and parking shall be per section 3103.8 2020 Fire Code of NYS.
9. Provide a flame resistive certificate at time of application if it is not affixed to the tent.
10. Tents shall be adequately roped, braced and anchored to withstand the elements of weather and to prevent against collapsing. Per section 3103.9 2020 Fire Code of NYS.
11. Means of Egress and number of Exits shall be determined at time of application by using the detailed floor plan per section 3103.12 2020 Fire Code of NYS.
12. Illuminated Exit signs and Emergency lighting is required with an occupant load of 50 or more. This equipment must be operational at the time of inspection. Per section 3103.12.6 and 3103.12.7 2020 Fire Code of NYS.
13. Hay, straw or other combustible material or decorations are prohibited unless approved by the Fire Inspector. Per section 3107.2 2020 Fire Code of NYS.
14. Smoking is prohibited under the tent per section 3107.3 2020 Fire Code of NYS.
15. Open or exposed flames shall not be permitted inside, or located within 20 ft. of the tent, unless approved by the Fire Inspector per section 3107.4 2020 Fire Code of NYS.
16. Portable fire extinguishers, with current inspection tags, shall be located on site at all times. Quantities and location to be pre-determined by the Fire Inspector per section 3107.9 2020 Fire Code of NYS.



Attachment: DivineNoshContract Complete (RES-2022-661 : Market Vendor CRS #3447 - Divine Nosh)

17. Heating and cooking equipment authorized by the Fire Inspector shall be installed per applicable codes and section 3107.12 2020 Fire Code of NYS.

18. LP Gas shall be used, stored and maintained per section 3107.13 2020 Fire Code of NYS.

19. Motor vehicles displayed under tents must meet section 3107.15 2020 Fire Code of NYS.

20. Separation of generators must meet section 3107.16 2020 Fire Code of NYS – Generally 20 ft.

21. Standby personnel, where required, must meet section 3107.17 2020 Fire Code of NYS.

22. Combustible vegetation & waste material must comply with section 3107.18 and 3107.19 2020 Fire Code of NYS – Generally 30 ft. clearance.

**23. Inspections must be completed prior to use or event, with all the above requirements in place.**

A permit may be revoked because of any false statement or misrepresentation of material fact in the application or because of failure to supply additional information required within a reasonable time, or because of change in activity, operation, location, ownership or use. (Chap 83 Town of Amherst Code)

Print: Chris Gibney

Signature: Chris Gibney

Date: 5/26/2022

Attachment: DivineNoshContract Complete (RES-2022-661 : Market Vendor CRS #3447 - Divine Nosh)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (M 05/26/2022

**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).**

| PRODUCER | CONTACT NAME: Jennifer Wier |
|---|---|
| THE KELLER GROUP, INC<br>997 Union Rd<br>West Seneca NY 14224 | PHONE (A/C, No, Ext): (716) 675-5008 FAX (A/C, No): (716) 675-3623<br>E-MAIL ADDRESS: jwier@schunkeins.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Dryden Mutual Insurance ~ | 13919 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Christine R. Gibney
57 Asbury Pl
Depew NY 14043-1611

**COVERAGES** **CERTIFICATE NUMBER:** CL2252658702 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ☒ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☒ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☒ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | Y | | CFL00121807 | 02/11/2022 | 02/11/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| | AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | ☐ UMBRELLA LIAB ☐ OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | ☐ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |

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

Town of Amherst is listed as Addiitonal insured on a primary basis for Amherst Town Vendor Event

**CERTIFICATE HOLDER**

Town of Amherst
5583 Main Street
Amherst NY 14221

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

**© 1988-2015 ACORD CORPORATION. All rights reserved.**



Attachment: DivineNoshContract Complete (RES-2022-661 : Market Vendor CRS #3447 - Divine Nosh)

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26016 **RESOLUTION 2022-662** **ADOPTED**

# Event Performer CRS #3448 - Nolan Curtis

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Nolan Curtis for performance at the "Row, Row, Row Your Boat" event on July 30, 2022.

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

A 7145.4150; $500.00

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

# TOWN OF AMHERST
# YOUTH & RECREATION DEPARTMENT

Northtown Center at Amherst
1615 Amherst Manor Drive
Williamsville, NY 14221
(716) 631-7132
Fax (716) 626-9087
www.amherst.ny.us

BRIAN J. KULPA
Supervisor

JACQUALINE G. BERGER
Deputy Supervisor -
Liaison

MARY-DIANA POULI, Executive Director

MARK FORDEN
Chairperson, Youth Board

TIMOTHY GARDNER
Chairperson, Rec

Commission

May 17, 2022

Nolan Curtis
131 74th Street
Niagara Falls, NY 14304

Dear Mr. Curtis

This is your agreement for your 2022 performance as an independent contractor. Please provide a name and cell phone # so that our sound technician can contact you closer to your date of performance: NOLAN CURTIS (716) 698-0728.

Nolan Curtis, Musician, d.b.a. Stationwagon, agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the performers, its agents, and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreement.

## AGREEMENT

| | |
|---|---|
| Date: | Saturday, July 30, 2022 (rain or shine) |
| Time: | Event time - 12pm – 5pm. Performance time between 1pm-4pm |
| Location: | Veterans Canal Park, 146 Brenon Road, Amherst, NY 14228 |
| Fee: | $500.00 (check payable to Nolan Curtis) |
| Breaks: | 2 breaks (15-20 mins) as needed |



Attachment: Nolan Curtis (RES-2022-662 : Event Performer CRS #3448 - Nolan Curtis)

Name of Entity: STATIONWAGON / NOLAN CURTIS
Identify Type of Business Entity:
(e.g. Individuals, D/B/A, Corporation, Partnership, Association, Club, etc.)

Agreed to and approved:

* _____ 5/18/22
Name Date

_____
Title

*If entity is listed as "individual(s)," individual(s) should sign. If Corporation, Partnership, Association, or Club, officer, business agent, or other person duly authorized to sign similar agreements should sign.

Additional signatures if entity is composed of individuals:

_____

_____

_____

_____

Town of Amherst:

_____ _____
Brian J. Kulpa, Supervisor Date

Attachment: Nolan Curtis (RES-2022-662 : Event Performer CRS #3448 - Nolan Curtis)

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26049 **RESOLUTION 2022-663** **ADOPTED**

# Notice of Award - CRS #2875

Authorize the Town of Amherst to accept a Notice of Award (CRS #2875) from the United States Department of Health and Human Services in the amount of $233,928.00 to be used by the Amherst Youth & Community Coalition (formerly the Amherst Task Force for Healthy Community*Healthy Youth) for the provision of substance abuse prevention activities in the town.

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

A 7257.04389: -$103,864.00 (revenue)

-$130,064.00 in-kind contributions from various Coalition partners

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

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

# Notice of Award

Award# 5 NH28CE003025-02-00
FAIN# NH28CE003025
Federal Award Date: 08/25/2021

## Recipient Information

**1. Recipient Name**

TOWN OF AMHERST
5583 Main St
AMHERST YOUTH AND RECREATION DEPARTMENT
Williamsville, NY 14221-5488

**2. Congressional District of Recipient**
26

**3. Payment System Identifier (ID)**
1166002157A1

**4. Employer Identification Number (EIN)**
166002157

**5. Data Universal Numbering System (DUNS)**
029491128

**6. Recipient's Unique Entity Identifier**

**7. Project Director or Principal Investigator**

MARY-DIANA POULI
MPOULI@AMHERST.NY.US
716-631-7132

**8. Authorized Official**

Mr. Brian Kulpa
Town Supervisor
bkulpa@amherst.ny.us
7166317302

**Federal Agency Information**
CDC Office of Financial Resources

**9. Awarding Agency Contact Information**

Mrs. Nadirah Watson
Grants Management Specialist
nwatson@cdc.gov
404-498-3029

**10.Program Official Contact Information**

Taynel Albarran
Public Health Advisor
qky9@cdc.gov
404-498-2093

## Federal Award Information

**11. Award Number**
5 NH28CE003025-02-00

**12. Unique Federal Award Identification Number (FAIN)**
NH28CE003025

**13. Statutory Authority**
[AWARD AUTHORITY NOT DEFINED FOR CE08-801.NU50]

**14. Federal Award Project Title**
AMHERST TASK FORCE FOR HEALTHY COMMUNITY*HEALTHY YOUTH

**15. Assistance Listing Number**
93.276

**16. Assistance Listing Program Title**
Drug-Free Communities Support Program Grants

**17. Award Action Type**
Non-Competing Continuation

**18. Is the Award R&D?**
No

## Summary Federal Award Financial Information

| | | |
|---|---|---|
| **19.** | **Budget Period Start Date** 09/30/2021 **- End Date** 09/29/2022 | |
| **20.** | **Total Amount of Federal Funds Obligated by this Action** | $103,864. |
| | 20a. Direct Cost Amount | $103,864. |
| | 20b. Indirect Cost Amount | $0. |
| **21.** | Authorized Carryover | $0. |
| **22.** | Offset | $0. |
| **23.** | Total Amount of Federal Funds Obligated this budget period | $0. |
| **24.** | **Total Approved Cost Sharing or Matching, where applicable** | $130,064. |
| **25.** | **Total Federal and Non-Federal Approved this Budget Period** | $233,928. |
| **26.** | **Project Period Start Date** 12/31/2020 **- End Date** 09/29/2025 | |
| **27.** | Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period | Not Available |

**28. Authorized Treatment of Program Income**
ADDITIONAL COSTS

**29. Grants Management Officer – Signature**

Valencia Williams
Lead Grant Management Specialist

## 30. Remarks

Attachment: Notice of Award Year 2 (RES-2022-663 : Acceptance of Notice of Award - CRS #2875)

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

Notice of Award

Award# 5 NH28CE003025-02-00
FAIN# NH28CE003025
Federal Award Date: 08/25/2021

## Recipient Information

**Recipient Name**

TOWN OF AMHERST
5583 Main St
AMHERST YOUTH AND RECREATION DEPARTMENT
Williamsville, NY 14221-5488

**Congressional District of Recipient**
26

**Payment Account Number and Type**
1166002157A1

**Employer Identification Number (EIN) Data**
166002157

**Universal Numbering System (DUNS)**
029491128

**Recipient's Unique Entity Identifier**
Not Available

**31. Assistance Type**
Cooperative Agreement

**32. Type of Award**
Other

**33. Approved Budget**
(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only
II. Total project costs including grant funds and all other financial participation

| | |
|---|---|
| a. Salaries and Wages | $28,310.00 |
| b. Fringe Benefits | $2,874.00 |
| c. Total Personnel Costs | $31,184.00 |
| d. Equipment | $0.00 |
| e. Supplies | $8,200.00 |
| f. Travel | $21,680.00 |
| g. Construction | $0.00 |
| h. Other | $300.00 |
| i. Contractual | $42,500.00 |
| j. TOTAL DIRECT COSTS | $103,864.00 |
| k. INDIRECT COSTS | $0.00 |
| l. TOTAL APPROVED BUDGET | $103,864.00 |
| m. Federal Share | $103,864.00 |
| n. Non-Federal Share | $130,064.00 |

**34. Accounting Classification Codes**

| FY-ACCOUNT NO. | DOCUMENT NO. | ADMINISTRATIVE CODE | OBJECT CLASS | AMT ACTION FINANCIAL ASSISTANCE | APPROPRIATION |
|---|---|---|---|---|---|
| 1-9390G4P | 21NH28CE003025 | CE | 41.51 | $103,864.00 | 75-21-0943 |

Attachment: Notice of Award Year 2 (RES-2022-663 : Acceptance of Notice of Award - CRS #2875)

**DEPARTMENT OF HEALTH AND HUMAN SERVICES** Notice of Award

Centers for Disease Control and Prevention

Award# 5 NH28CE003025-02-00
FAIN# NH28CE003025
Federal Award Date: 08/25/2021

**Direct Assistance**

| BUDGET CATEGORIES | PREVIOUS AMOUNT (A) | AMOUNT THIS ACTION (B) | TOTAL (A + B) |
|---|---|---|---|
| Personnel | $0.00 | $0.00 | $0.00 |
| Fringe Benefits | $0.00 | $0.00 | $0.00 |
| Travel | $0.00 | $0.00 | $0.00 |
| Equipment | $0.00 | $0.00 | $0.00 |
| Supplies | $0.00 | $0.00 | $0.00 |
| Contractual | $0.00 | $0.00 | $0.00 |
| Construction | $0.00 | $0.00 | $0.00 |
| Other | $0.00 | $0.00 | $0.00 |
| Total | $0.00 | $0.00 | $0.00 |

Attachment: Notice of Award Year 2 (RES-2022-663 : Acceptance of Notice of Award - CRS #2875)

# AWARD ATTACHMENTS

TOWN OF AMHERST 5 NH28CE003025-02-00

1. Terms and Conditions

Attachment: Notice of Award Year 2 (RES-2022-663 : Acceptance of Notice of Award - CRS #2875)

## AWARD INFORMATION

**Incorporation**: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at https://www.cdc.gov/grants/federal-regulations-policies/index.html, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number **CDC-RFA-CE20-2003**, entitled **Drug Free Communities (DFC) Support Program - Non-competing Continuation**, and application dated **May 27, 2021**, as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

**Approved Funding:** Funding in the amount of **$103,864.00** is approved for the Year **7** budget period, which is **9/30/2021** through **9/29/2022**. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

The federal award amount is subject to adjustment based on total allowable costs incurred and/or the value of any third-party in-kind contribution when applicable.

Note: Refer to the Payment Information section for Payment Management System (PMS) subaccount information.

**Financial Assistance Mechanism:** Grant

**Key Personnel:** In addition to the Principal Investigator/Project Director identified in this Notice of Award, the application and work plan included individuals considered key personnel. In accordance 45 CFR Part 75.308, the recipient must request prior approval from CDC to change the following individual/position:

***Mary-Diana Pouli – Principal Investigator/Project Director***
***Brian Kulpa –Authorized Representative or Business Official***

**Expanded Authority:** The recipient is permitted the following expanded authority in the administration of the award.

☒ Carryover of unobligated balances from one budget period to a subsequent budget period. Unobligated funds may be used for purposes within the scope of the project as originally approved. Recipients will report use, or intended use, of unobligated funds in Section 12 "Remarks" of the annual Federal Financial Report. If the GMO determines that some or all of the unobligated funds are not necessary to complete the project, the GMO may restrict the recipient's authority to automatically carry over unobligated balances in the future, use the balance to reduce or offset CDC funding for a subsequent budget period, or use a combination of these actions.

## FUNDING RESTRICTIONS AND LIMITATIONS

**Notice of Funding Opportunity (NOFO) Restrictions**: Restrictions that must be considered while planning the programs and writing the budget are:

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law.

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- Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
    - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
    - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See Additional Requirement (AR) 35 for applicability (https://www.cdc.gov/grants/additionalrequirements/ar-35.html).
- Food is **generally unallowable.** Exceptions within the DFC Support Program may include food used as a small incentive (not to exceed $3.00 per person) to encourage participation in a community-wide event. Food costs are not allowable for general coalition or subcommittee meetings.
- No more than **10 percent** of the total federal grant award may be used for **data collection and evaluation** purposes unless approved by the Project Officer and Grants Management Specialist.
- DFC grant funds **may not** be passed through by contract or any other method to another entity to conduct the programmatic work on the DFC Program. The funded grant recipient and coalition are expected to perform the substantive role and manage the efforts carried out by this grant.
- The Authorized Representative or Business Official charged with financial oversight responsibilities for the DFC grant award **must** be an employee of the recipient organization and identified in the 'Personnel' budget category. **NOTE:** The Program Director/Principal Investigator (PD/PI) and Business Official **cannot** be the same individual.
- The Program Director/Principal Investigator (PD/PI) **must** be an employee of the recipient organization, overseeing the day-to-day operations of the grant, and **must** be identified in the 'Personnel' budget category as either federal or non-federal.
- DFC grant funds **may not** be used to provide funding to community organizations through mini grants, including one coalition funding another coalition.

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- DFC grant funds **may not** be utilized for the following: law enforcement equipment, drug search detection canines or related training, drug courts, lighting, or community gardening efforts.
- DFC grant funds **may not** be used for stipends, as defined in the HHS Grants Policy Statement (GPS).
- Cost of Promotional items are **generally unallowable**. However, the exception would be for program outreach, and other specific purposes necessary to meet the requirements, goals, and objectives of the federal grant award.

**Indirect Costs:**

Indirect costs are not approved for this award, because indirect costs were not requested, or an approved Indirect Cost Rate Agreement has not been established. To have indirect costs approved for this grant, submit an approved indirect cost rate agreement to the grants management specialist no later than November 1, 2021.

**Matching Funds Requirement**: The required level of non-federal participation for the Drug Free Communities Grant Program is $156,250.

Matching is generally calculated on the basis of the federal award amount and is comprised of recipient contributions proposed to support anticipated costs of the project during a specific budget period (confirmation of the existence of funding is supplied by the recipient via their Federal Financial Report). The recipient must be able to account separately for stewardship of the federal funding and for any required matching; it is subject to monitoring, oversight, and audit. The recipient may not use matching expenditures to count toward any Maintaining State Funding requirement.

When a recipient requests a carryover of unobligated funds from prior year(s), matching funds equal to the new requirement must be on record in the CDC grant file, or the recipient must provide evidence with the carryover request.

The recipient must receive and expend non-Federal matching funds as required in the NOFO and the Drug-Free Communities Act. In-kind support (i.e., donations, volunteer time, etc.) may also be used to satisfy the match requirement. The table below indicates the percentage of match required for DFC grant recipients in each year of the grant.

| Grant Year | Matching Requirement |
|---|---|
| 1-6 | 100% |
| 7-8 | 125% |
| 9-10 | 150% |

**REPORTING REQUIREMENTS**

**Semi-Annual Progress Reports and Core Measures Data:** All DFC Recipients
Semi-Annual Progress Reports for all FY 2021 DFC Grant recipients are due on the following dates:

• February 2021

Attachment: Notice of Award Year 2 (RES-2022-663 : Acceptance of Notice of Award - CRS #2875)

• August 2021

DFC recipients must submit their Final programmatic report through the DFC Me system (https://dfcme.ondcp.eop.gov/ ). For more information on the DFC Me system, please contact the DFC National Evaluation Team at dfc_evaluators@icf.com .

**Core Measures Data**

DFC recipients are required to provide core measures data every two years, via the DFC Me system, on the following core measures for alcohol, tobacco, marijuana, and (illicit) use of prescription drugs for three grades (6th-12th) with a recommended combination of at least one middle school grade and at least one high school grade:

1. Past 30-day use
2. Perception of risk or harm
3. Perception of parental disapproval of use
4. Perception of peer disapproval of use

**Year 6 Recipients**

Year 6 recipients who received continuous funding between Years 5 and 6 will remain on the core measure reporting schedule established in the first five years of DFC funding.

Year 6 recipients who have not had sequential years of DFC funding will need to speak with the DFC National Evaluation Team to determine when to report core measures. Please contact the DFC National Evaluation Team at dfc_evaluators@icf.com for more information.

**Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS):** Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Nadirah Watson, Grants Management Officer/Specialist
Centers for Disease Control and Prevention (CDC)
Office of the Chief Operating Officer (OCOO)
Branch 5 Supporting Chronic Diseases and Injury Prevention
Email: kog8@cdc.gov (Include “Mandatory Grant Disclosures” in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Attachment: Notice of Award Year 2 (RES-2022-663 : Acceptance of Notice of Award - CRS #2875)

Fax: (202)-205-0604 (Include “Mandatory Grant Disclosures” in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

**PROGRAM OR FUNDING GENERAL REQUIREMENTS**

**Drug-Free Communities (DFC) Program:** The Drug-Free Communities (DFC) Support Program was established under the Drug-Free Communities Act of 1997, P.L. 105-20. The purpose of DFC funding is to address two major goals: 1) establish and strengthen collaboration among communities, public and private non-profit agencies, and Federal, state, local and tribal governments to support the efforts of community coalitions, and 2) reduce substance use among youth and, over time, among adults.

The DFC Program is funded and directed by the Office of National Drug Control Policy (ONDCP) and partners with the Centers for Disease Control and Prevention (CDC) for day-to-day management. While responsibility rests with the recipient for achieving the primary goals of the program, CDC shall monitor and provide continuing technical assistance, consultation, and coordination in the execution of the project during the funding period. You can find additional details about the support available to you as a recipient on the DFC Me (Management and Evaluation) system’s Learning Center at https://dfcme.ondcp.eop.gov/.

**Recipient Roles and Responsibilities:** For the purposes of the DFC Program, a recipient is either a coalition that has received a grant or is an outside agent that is serving as the grant award recipient on behalf of a community coalition. The following Statutory Eligibility Requirements must be met each year while the coalition is funded by the DFC Program.

The Statutory Eligibility Requirements pertain to all DFC-funded coalitions. If you are the recipient for a coalition, you are responsible for ensuring all eligibility criteria are met by the coalition.

The recipient must continue to meet the Statutory Eligibility Requirements, as required by the original Funding Opportunity Announcement and the Drug-Free Communities Act during each year of funding.

- The coalition must have at least one representative from the required 12 sectors, as outlined in the NOFO and the Drug-Free Communities Act of 1997;
- The coalition must maintain meeting minutes that demonstrates it is a unique entity that

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has substantial involvement from its members and is working toward to the two goals of the DFC Program;
• The coalition must address multiple (more than one) drugs in its annual 12-Month Action Plan for each year of funding;
• The coalition must have as its principal mission the reduction of youth substance use;
• The coalition has not received 10 years of DFC funding;
• The coalition must provide data every two years on the following core measures for alcohol, tobacco, marijuana, and prescription drugs for three grades (6th-12th):
    o Past 30–day use;
    o Perception of risk or harm;
    o Perception of parental disapproval of use; and
    o Perception of peer disapproval of use
• The recipient must be an entity eligible to receive Federal funds;
• The recipient must not request more than $125,000 per year;
• The recipient must document non-Federal match as defined in the DFC Act; and
• The recipient can only be awarded one DFC grant at a time.

**Other Requirements for all DFC Recipients (coalitions or outside agents)**
• The recipient must continue implementing the specific goals and objectives outlined in their approved application for DFC funding;
• The recipient must develop a funding plan that ensures (1) the required match of requested Federal funds and (2) to solicit substantial financial support from non-Federal sources for sustainability purposes;
• The recipient's key personnel is the Program Director and Project Coordinator, of the DFC-funded coalition must participate in the DFC Me (Management and Evaluation) system. (https://dfcme.ondcp.eop.gov/);
• The recipient is expected to use the Strategic Prevention Framework (SPF), a five step evidence based process for community planning and decision making; and,
• The recipient must plan and implement a comprehensive 12-Month Action Plan inclusive of the Seven Strategies for Community Change.

**Requirements for Recipients in Year 3 and 7**
- The coalition must submit via the DFC Me system a Strategic Plan for Sustainability with the February Progress Report in Years 3 and 7 of DFC funding.

**DFC Management and Evaluation (DFC Me) System**
DFC Me is ONDCP's new interactive system designed to improve communication and help your coalition better manage its DFC grant requirements. DFC Me is also your one-stop shop for submitting Semi-Annual Progress Reports, sharing best practices, receiving the latest program and training updates, and the ability to request technical assistance.

The Program Director and Project Coordinator of the DFC-funded coalition must participate in the DFC Me system (https://dfcme.ondcp.eop.gov/), so that they receive information from ONDCP DFC Staff on a regular basis. This includes submitting contact information for each of the required 12 sector representatives. Key Personnel should discuss the use of the DFC Me system with sector members chosen to represent each sector, so that they understand their role in distribution of information sent to them. Information sent to specific sectors will always be sent to the Key Personnel.

DFC-funded coalitions will receive additional information on the DFC Me system via

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email from their assigned DFC PO. For more information on the DFC Me system, please contact the DFC National Evaluation Team at dfc_evaluators@icf.com.

**Award Expectations and Noncompliance**
The eligibility and program requirements originally outlined in the NOFO must continue to be adhered to as the funded project is implemented. Recipients must comply with the performance goals, milestones, outcomes, and performance data collection as reflected in the NOFO and related policy and guidance, as well as the certifications and assurances submitted with the award application.

Failure to meet any one of these requirements is considered non-compliance with program and grant regulations. If for any reason you do not comply with the applicable terms, conditions, rules and regulations, or deadlines for the DFC Program, your grant will be subject to the Progressive Discipline and Appeals Process. There are three progressive discipline actions that can be taken: 1) Addition of special terms or conditions, 2) Suspension, and 3) Termination.

Failure to comply with Special Terms and Conditions may also result in a financial drawdown restriction on your Payment Management System account or denial of funding in the future. Additional terms and/or conditions may also be applied to this award if outstanding financial or programmatic compliance issues are identified by Centers for Disease Control and Prevention (CDC).

**Corrective Action Plan (CAP)**
When requested by the DFC PO, the recipient must develop a Corrective Action Plan (CAP) and complete the approved plan within the designated timeframe designated by the DFC PO. The Corrective Action Plan must be designed to address potential or identified deficiencies in performance and/or in the conditions contributing or causing the identified unsatisfactory performance. Failure to submit a responsive CAP may result in a determination of non-compliance with program and grant regulations and the addition of special terms or conditions to the award.

**PAYMENT INFORMATION**

*The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.*

**Payment Management System Subaccount**: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the “P Account”. Funds must be used in support of approved activities in the NOFO and the approved application.

The grant document number identified beginning on the bottom of Page 2 of the Notice of Award must be known in order to draw down funds.

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## PROGRAM OR FUNDING SPECIFIC CLOSEOUT REQUIREMENTS

**DFC FY 2021 Closeout Requirements (applicable to the final year of the DFC grant)**

The final programmatic report format required is the following.

**Final Performance Progress and Evaluation Report:** This report should include the information specified in the NOFO and is submitted 90 days following the end of the period of performance via www.grantsolutions.gov . At a minimum, the report will include the following:

- Statement of progress made toward the achievement of originally stated aims.
- Description of results (positive or negative) considered significant.
- List of publications resulting from the project, with plans, if any, for further publication.

Additional guidance may be provided by the GMS and found at: https://www.cdc.gov/grants/already-have-grant/index.html.

## CDC Staff Contacts

**Grants Management Specialist:** The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards.

**GMS Contact:**
Nadirah Watson, Grants Management Specialist
Centers for Disease Control and Prevention
Branch 5 Supporting Chronic Diseases and Injury Prevention
Office of Grant Services (OGS)
Office of Financial Resources (OFR)
Telephone: 404-498-3029
Email: kog8@cdc.gov

**Program/Project Officer:** The PO is the federal official responsible for monitoring the programmatic, scientific, and/or technical aspects of grants and cooperative agreements, as well as contributing to the effort of the award under cooperative agreements.

**Programmatic Contact:**
Taynel Albarran, Project Officer
Centers for Disease Control and Prevention
NCIPC/ DOP/ DFC
Telephone: 404-498-2093
Email: qky9@cdc.gov

**Grants Management Officer:** The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards. The GMO is the only official authorized to obligate federal funds and is responsible for signing the NoA, including revisions to the NoA that change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization.

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**GMO Contact:**
Valencia Williams, Grants Management Officer
Centers for Disease Control and Prevention
Branch 5 Supporting Chronic Diseases and Injury Prevention
Office of Grant Services (OGS)
Office of Financial Resources (OFR)
Telephone: 404-498-3620
Email: yyr1@cdc.gov

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26050 **RESOLUTION 2022-664** **ADOPTED**

# Performer Contract - CRS #3449 (Spoor)

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Kadie Spoor for emcee services, pending successful completion of the contract routing process.

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

A 7257.4110 - up to $1,000.00

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

# TOWN OF AMHERST
# YOUTH & RECREATION DEPARTMENT
## ERIE COUNTY, NEW YORK

Northtown Center at Amherst
1615 Amherst Manor Drive
Williamsville, NY 14221
(716) 631-7132
Fax (716) 626-9087
www.amherst.ny.us

BRIAN J. KULPA
Supervisor

JACQUALINE G. BERGER
Deputy Supervisor

MARY-DIANA POULI, Executive Director

MARK FORDEN
Chairperson, Youth Board

TIMOTHY GARDNER
Chairperson, Rec Commission

PRESENTER/PERFORMER COMMITMENT FORM

Presenter/Performer Name: Kadie Spoor

Payment/Check Payable to: Kadie Spoor
Address: 590 Richmond Ave. Apt.2
Buffalo, NY 14222

Program (and any future events): Emcee Services

Start Date: May 1, 2022

End Date: April 31, 2023

Cost per event: ~~$100.00~~ $200 KS mdp

Kadie Spoor agrees to indemnify and hold the Town of Amherst harmless for any charges, damages or liability resulting directly or indirectly from the negligence or culpable conduct of the performer, its agents and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreement.

Kadie Spoor

Presenter/Performer Signature

06-11-2022
Date

Brian J. Kulpa, Supervisor Town of Amherst

Date

Attachment: Spoor contract (RES-2022-664 : Performer Contract - CRS #3449 (Spoor))

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 25994 **RESOLUTION 2022-665** **ADOPTED**

# Carpet Replacement - NARC CRS #3272

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Allied Flooring Contractors, Inc. for carpet replacement at the North Amherst Recreation Center.

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

A 7143.4220; $5,938.59

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

# Flooring Project Quote Form

**Quote Due Date:**

Today's Date: 3/17/2022

Facility Name: North Amherst Recreation Center

Address: 4415 Millersport Highway

Contractor Name: Allied Flooring Contractors, Inc.

PC67773 Interface

| | |
|---|---|
| Contact Name: | Eric Guzdek |
| Contact Phone #: | 716-631-7132 |
| Contact Email: | eguzdek@amherst.ny.us |

| | |
|---|---|
| Contact Name: | Nicholas Alba |
| Contact Phone #: | 716-698-6942 |
| Contact Email: | Nick@alliedflooring.com |

Project Start Date: _____

Project End Date: _____

**Materials**

| Item | Quantity | Unit Cost | Extended Amount |
|---|---|---|---|
| Interface - Bike Path Planks - Color: 104660 Lead/Blue | 77.74 | $27.28 | $2,120.75 |
| Interface - Step Repeat - SR899 Entry Carpet - Color: TBD | 17.94 | $42.68 | $765.68 |
| XI Brands Grid Set 2000 - 4 Gallon Pail | 1 | $137.16 | $137.16 |
| | | | $0.00 |
| | | | $0.00 |
| | | | $0.00 |
| | | | $0.00 |
| | | | $0.00 |
| | | | $0.00 |
| | | | $0.00 |
| | | | $0.00 |
| | | | $0.00 |
| | | | $0.00 |
| | | | $0.00 |
| **Total Material Cost** | | | $3,023.59 |

**Labor**

| Item | Quantity | Quoted Unit Price | Not to exceed unit price (for reference) | Extended Amount | Man Hours to Complete Task |
|---|---|---|---|---|---|
| Demo Carpet | 91 | $4.00 | 6.22 | $364.00 | 4 |
| Demo Rubber Base | 210 | $0.30 | 0.79 | $63.00 | 1 |
| Floor Prep -Skim Coat to 1/8" (apply tri seal) | 820 | $0.50 | 1.78 | $410.00 | 5 |
| Install New Carpet Tile | 91 | $10.00 | 12.6 | $910.00 | 10 |
| Furnish and Install Rubber Cove Base 6" | 210 | $3.50 | 4.5 | $735.00 | 8 |
| Transitions | 36 | $3.00 | 7 | $108.00 | 1 |
| | | | | $0.00 | |
| Excludes Furniture Removal | | | | $0.00 | |
| Excludes Dumpster | | | | $0.00 | |
| | | | | $0.00 | |
| **Total Labor Cost** | | | | $2,590.00 | |

| | |
|---|---|
| **Total Material Cost** | $3,023.59 |
| **Total Labor Cost** | $2,590.00 |
| **Total Shipping Cost** | $325.00 |
| **Total Project Cost** | $5,938.59 |

| | |
|---|---|
| **Total number of labor hours for the project:** | 29 |
| **Total Prevailing Rate (Including Supplemental):** | $95.00/Hr |

**PRC#** _____ (provided by Authorized User)



Attachment: Allied Flooring Contractors - NARC carpet (RES-2022-665 : Carpet Replacement - NARC CRS #3272)

# Addendum to Contract VENDOR ON SITE Minor

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.



Attachment: Allied Flooring Contractors - NARC carpet (RES-2022-665 : Carpet Replacement - NARC CRS #3272)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,





Attachment: Allied Flooring Contractors - NARC carpet (RES-2022-665 : Carpet Replacement - NARC CRS #3272)

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:

Allied Flooring Contractors

Print Name of Company

By: _____

Signature

Ross Ford

Printed name

Date: 3/28/22

Agreed to and Accepted by:

**Town of Amherst**

By: _____

Brian J. Kulpa, Supervisor

Date: _____





Attachment: Allied Flooring Contractors - NARC carpet (RES-2022-665 : Carpet Replacement - NARC CRS #3272)

# 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: Allied Flooring Contractors Inc

Signature:

Print Name: Russ Sturino

Title: Senior

Date: 3/29/22

Sworn To Before Me This

29 Day of March, 2022

Notary Public

MARIA AUGUSTINE
NOTARY PUBLIC STATE OF NEW YORK
ERIE
LIC. #01AU5074446
COMM. EXP. 3/17/2023

Revised 4.2017

Attachment: Allied Flooring Contractors - NARC carpet (RES-2022-665 : Carpet Replacement - NARC CRS #3272)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/29/2022

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).

| PRODUCER | CONTACT NAME: Amy Prusak |
|---|---|
| Stahlka Agency, Inc<br>4250 Southwestern Blvd<br>Suite 1<br>Hamburg NY 14075 | PHONE (A/C, No, Ext): (716) 634-7070 FAX (A/C, No): (716) 634-6411<br>E-MAIL ADDRESS: aprusak@emsinsurance.com |
| **INSURED**<br>Allied Flooring Contractors Inc<br>2323 Elmwood Ave<br>Kenmore NY 14217 | **INSURER(S) AFFORDING COVERAGE** — NAIC #<br>INSURER A : Ohio Security — 24082<br>INSURER B : LMI-Ohio Casualty — 24074<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 21-22 L A E W **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | | BKS61169317 | 04/26/2021 | 04/26/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 500,000<br>$ 15,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | Y | | BAS61169317 | 04/26/2021 | 04/26/2022 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| B | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | Y | | USO61169317 | 04/26/2021 | 04/26/2022 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | XWO61169317 | 04/26/2021 | 04/26/2022 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

Town of Amherst is included as additional insured under the General Liability including completed operations, Auto and Umbrella on a primary and non-contributory basis if required by written contract.

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| Town of Amherst<br>5583 Main Street<br>Williamsville NY 1422 | 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>Mark E. Stahlka |

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Attachment: Allied Flooring Contractors - NARC carpet (RES-2022-665 : Carpet Replacement - NARC CRS #3272)

NEW YORK STATE | 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**

1a. Legal Name & Address of Insured (use street address only)
ALLIED FLOORING CONTRACTORS, INC.

2323 ELMWOOD AVENUE
KENMORE, NY 14217

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

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number
161590328

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Williamsville, New York 14221

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL416229

3c. Policy effective period
01/01/2022 to 12/31/2022

4. Policy provides the following benefits:
- [X] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

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

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

Date Signed 3/29/2022 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)

DB-120.1 (12-21)

Attachment: Allied Flooring Contractors - NARC carpet (RES-2022-665 : Carpet Replacement - NARC CRS #3272)

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

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



Attachment: Allied Flooring Contractors - NARC carpet (RES-2022-665 : Carpet Replacement - NARC CRS #3272)

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

# CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

| 1a. Legal Name & Address of Insured (Use street address only) | 1b. Business Telephone Number of Insured |
|---|---|
| Allied Flooring Contractors Inc<br>2323 Elmwood Ave<br>Kenmore, NY 14217<br><br>**Work Location of Insured** ***(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*** | (716)874-1001<br><br>**1c. NYS Unemployment Insurance Employer Registration Number of Insured**<br><br>**1d. Federal Employer Identification Number of Insured or Social Security Number**<br><br>161590328 |
| **2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)**<br><br>**Town of Amherst**<br>**5583 Main Street**<br>**Williamsville, New York 14221** | **3a. Name of Insurance Carrier**<br><br>LMI-Ohio Casualty<br><br>**3b. Policy Number of entity listed in box "1a"**<br><br>XWO61169317<br><br>**3c. Policy effective period**<br><br>04/26/2021 - 04/26/2022<br><br>**3d. The Proprietor, Partners or Executive Officers are**<br>**__X__ included. (Only check box if all partners/officers included)**<br>**_____ all excluded or certain partners/officers excluded.** |

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 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".

from the coverage indicated on this Certificate. (Please notice may be sent by regular mail) ... 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.***

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: Mark E. Stachelka March 29, 2022

Title: PRESIDENT

716-634-7070

*authorized to issue it.*

Attachment: Allied Flooring Contractors - NARC carpet (RES-2022-665 : Carpet Replacement - NARC CRS #3272)

# Workers' Compensation Law

**Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Attachment: Allied Flooring Contractors - NARC carpet (RES-2022-665 : Carpet Replacement - NARC CRS #3272)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# CONSTRUCTION PROJECT(S) - GENERAL AGGREGATE LIMIT (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability,** and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments,** which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations .
2. The Construction Project 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:
   - **a.** Insureds;
   - **b.** Claims made or "suits" brought; or
   - **c.** Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
4. 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 Construction Project General Aggregate Limit.

**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability,** and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments,** which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:

1. 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
2. Such payments shall not reduce any Construction Project General Aggregate Limit.

**C.** 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 Construction Project General Aggregate Limit.

**D.** If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

**E.** The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply.


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Attachment: Allied Flooring Contractors - NARC carpet (RES-2022-665 : Carpet Replacement - NARC CRS #3272)

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

x

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective

Endorsement No. 0001

Policy Effective 04/26/2020

Premium

State

Policy No. XWS (21) 61 16 93 17

Insured ALLIED FLOORING CONTRACTORS INC

Insurance Company Ohio Security Insurance Company 19291

Countersigned by _____

**WC 00 03 13**
(Ed. 4-84)

**Copyright 1983 National Council on Compensation Insurance, Inc.**

61169317 002809 430 of 58 41

Attachment: Allied Flooring Contractors - NARC carpet (RES-2022-665 : Carpet Replacement - NARC CRS #3272)

CU 64 95 12 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

This endorsement does not change any other provisions of the policy.

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Attachment: Allied Flooring Contractors - NARC carpet (RES-2022-665 : Carpet Replacement - NARC CRS #3272)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# AMENDMENT OF OTHER INSURANCE - DESIGNATED PERSONS OR ORGANIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

Any person or organization that you have agreed in a written contract or agreement to provide the additional insured coverage on a primary and noncontributing basis.

The following is added to Condition **J. Other Insurance** under **SECTION VI. CONDITIONS:**

However, with respect to a person or organization shown in the Schedule, that qualifies as an additional "Insured" under paragraph **F.5.** of **SECTION V. DEFINITIONS,** if a written contract in which you have agreed to provide insurance for that person or organization expressly requires that this insurance applies on a primary or a primary and non-contributory basis, this insurance will apply as if other insurance available to that person or organization which designates that person or organization as a Named Insured does not exist, and we will not share with that other insurance. Regardless of the written contract between you and the person or organization shown in the Schedule, this insurance is still excess over any other valid and collectible insurance available to that person or organization, whether such insurance is primary, contributing, excess, contingent or otherwise, as respects "autos" or when that person or organization is an additional insured under such other insurance.

This endorsement does not change any other provision of the policy.

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Attachment: Allied Flooring Contractors - NARC carpet (RES-2022-665 : Carpet Replacement - NARC CRS #3272)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## INDEX


| SUBJECT | PAGE |
|---|---|
| NON-OWNED AIRCRAFT | 2 |
| NON-OWNED WATERCRAFT | 2 |
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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

**A. NON-OWNED AIRCRAFT**

Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

**B. NON-OWNED WATERCRAFT**

Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** Subparagraph **(2)** of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

**(2)** A watercraft you do not own that is:

**(a)** Less than 52 feet long; and

**(b)** Not being used to carry persons or property for a charge.

**C. PROPERTY DAMAGE LIABILITY - ELEVATORS**

1. Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** Subparagraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property** do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.

2. The following is added to **Section IV - Commercial General Liability Conditions,** Condition **4. Other Insurance,** Paragraph **b. Excess Insurance:**

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

**D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)**

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:**

**a.** The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

**(i)** Premises rented to you for a period of 7 or fewer consecutive days; or

**(ii)** Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance.**

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b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

**a.** Any one premise:

**(1)** While rented to you; or

**(2)** While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

**b.** Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

**9.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, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

## E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments,** Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

**(b)** The expenses are incurred and reported within three years of the date of the accident; and

## F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A** and **B**, Paragraph **1.b.** is replaced by the following:

**b.** Up to **$3,000** 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.

2. Paragraph **1.d.** is replaced by the following:

**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 **$500** a day because of time off from work.

## G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

**a.** Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

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**b.** Premises or facilities rented by you or used by you; or

**c.** The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or

**d.** Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:

**(1)** This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;

**(2)** This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".

**(3)** Insurance applies to premises you own, rent, or control but only with respect to the following hazards:

**(a)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

**(b)** The construction, erection, or removal of elevators; or

**(c)** The ownership, maintenance, or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph **1.a.** above, a person's or organization's status as an additional insured under this endorsement ends when:

**(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 behalf of the additional insured(s) at the location 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 another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph **1.b.** above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph **1.c.** above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph **b.** of Condition **2. Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions.**

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2. With respect to the insurance provided by this endorsement, the following are added to Paragraph **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.

b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.

c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

**(1)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**(2)** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

d. "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 behalf of the additional insured(s) at the location 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 another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declaratio ns.

**H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition **4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to Paragraph **a. Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

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**b.** The following is added to Paragraph **b. Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

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**I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

**1.** The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit:**

An additional insured under this endorsement will as soon as practicable:

**a.** Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;

**b.** Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and

**c.** Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

**d.** We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

**2.** The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE**
**WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

**(1)** "Bodily injury" or "personal and advertising injury":

**(a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

**(b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;

**(c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or

**(d)** Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

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advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision **J.** is excess over any other valid and collectable insurance available to your "employee".

**K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES**

Paragraph **3.** of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form 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:
   - **a.** Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
   - **b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
   - **c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
   - **d.** Records and descriptions of operations must be maintained by the first Named Insured.

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 or qualifies as an insured under this provision.

**L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES**

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **6. Representations:**

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

**M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **2. Duties In The Event of Occurrence, Offense, Claim Or Suit:**

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph **1.** of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

**N. LIBERALIZATION CLAUSE**

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

**O. BODILY INJURY REDEFINED**

Under **Section V - Definitions,** Definition **3.** is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

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**P. EXTENDED PROPERTY DAMAGE**

**Exclusion a.** of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

**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 "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU**

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us:**

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 included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# NEW YORK - BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

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**SECTION I - COVERED AUTOS** is amended as follows.

**1. TRAILERS - INCREASED LOAD CAPACITY**

The following replaces Paragraph **C.1. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** of **SECTION I - COVERED AUTOS:**

"Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

**SECTION II - LIABILITY COVERAGE** is amended as follows:

**2. NEWLY FORMED OR ACQUIRED SUBSIDIARIES**

**SECTION II - LIABILITY COVERAGE,** Paragraph **A.1. Who is An Insured** is amended to include the following as an "insured":

**d.** Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:

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(1) Is a partnership or joint venture; or

(2) Is an "insured" under any other automobile policy except a policy written specificall y to apply in excess of this policy; or

(3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision **d.** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

**3. EMPLOYEES AS INSUREDS**

**SECTION II - LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

**e.** Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".

**f.** Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

**4. ADDITIONAL INSURED BY WRITTEN CONTRACT, WRITTEN AGREEMENT OR PERMIT**

**SECTION II - LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

**g.** Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

(1) Only with respect to the operation, maintenance or use of a covered "auto";

(2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and

(3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 22, this policy is excess over any other collectible insurance.

**5. SUPPLEMENTARY PAYMENTS**

**SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments,** Paragraphs **(2)** and **(4)** are replaced by the following:

**(2)** Up to $3,000 for cost of bail bonds (including bonds for related traffic violations ) required because of an "accident" we cover. We do not have to furnish these bonds.

**(4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

**6. AMENDED FELLOW EMPLOYEE EXCLUSION**

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

**SECTION II - LIABILITY, Exclusion B.5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

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Paragraph **A.4. Coverage Extensions** of **SECTION III - PHYSICAL DAMAGE COVERAGE,** is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of

but only if the damage occurs while the vehicle is being used in the conduct of your business, subject to the following limit and deductible:

a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.

b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

d. Subject to a maximum of $1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.

e. This coverage extension does not apply to:

(1) Any "auto" that is hired, rented or borrowed with a driver; or

(2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

The insurance provided under this provision is excess over any other collectible insurance, either from another insurance policy or from the collision damage waiver of a credit card.

**8. TOWING AND LABOR**

**SECTION III - PHYSICAL DAMAGE COVERAGE,** Paragraph **A.2. Towing,** is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

a. For private passenger type vehicles, we will pay up to $75 per disablement.

b. For "light trucks", we will pay up to $75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.

c. For "medium trucks", we will pay up to $150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

If CA 85 50, Towing - Commercial Autos, is attached to this policy, the limits indicated in CA 85 50 replace the limits indicated in this provision.

The insurance provided under this provision is excess over any other collectible insurance.

**9. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE**

Paragraph **A.4.a. Coverage Extensions, Transportation Expenses** of **SECTION III - PHYSICAL DAMAGE COVERAGE,** is amended to provide a limit of $50 per day and a maximum limit of $1,500.

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Attachment: Allied Flooring Contractors - NARC carpet (RES-2022-665 : Carpet Replacement - NARC CRS #3272)

**10. RENTAL REIMBURSEMENT**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage,** is amended by adding the following:

**a.** We will pay up to $75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."

**b.** Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than $75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.

**c.** We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.

**d.** This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.

**e.** If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4. Coverage Extension.**

**f.** No deductible applies to this coverage.

**g.** The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision **12.B.**

**11. EXTRA EXPENSE - BROADENED COVERAGE**

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage,** we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is $1,000.

**12. PERSONAL EFFECTS COVERAGE**

**A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage,** is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

**B. SECTION V - DEFINITIONS** is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

**13. ACCIDENTAL AIRBAG DEPLOYMENT**

**SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions** is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by [illegible]. However, we agree to pay any deductible applicable to the other coverage or warranty.

**14. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible,** is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device [illegible] device and that device was the method of recovery of the vehicle.

Attachment: Allied Flooring Contractors - NARC carpet (RES-2022-665 : Carpet Replacement - NARC CRS #3272)

**15. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions,** Paragraph **a.** of the exception to exclusions **4.c.** and **4.d.** is deleted and replaced with the following:

Exclusions **4.c.** and **4.d.** do not apply to:

**a.** Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:

**(1)** Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and

**(2)** Designed to be solely operated by use from the power from the "auto's" electrical system; and

**(3)** Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a $100 deductible.

**16. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**17. PARKED AUTO COLLISION COVERAGE**

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

The $100 deductible will apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

**a.** Legally parked; and

**b.** Unoccupied.

This provision will only apply if the covered "auto", of the type described above, was in the charge of, being used by, or in the possession of, and "insured" at the time it was legally parked and left unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of, being used by, or in the possession of, any person or organization engaged in the business of selling, servicing, repairing, parking or storing "autos", at the time it was legally parked and left unoccupied.

**18. TWO OR MORE DEDUCTIBLES**

Under **SECTION III - PHYSICAL DAMAGE COVERAGE,** if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph **D. Deductible:**

**a.** If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or

**b.** If the applicable Business Auto deductible is not the smaller (or smallest) deductible , it will be reduced by the amount of the smaller (or smallest) deductible; or

**c.** If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

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Attachment: Allied Flooring Contractors - NARC carpet (RES-2022-665 : Carpet Replacement - NARC CRS #3272)

**SECTION IV - BUSINESS AUTO CONDITIONS** is amended as follows:

**19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

**SECTION IV - BUSINESS AUTO CONDITIONS,** Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

**20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

**SECTION IV - BUSINESS AUTO CONDITIONS,** Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us,** is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

**21. HIRED AUTO COVERAGE TERRITORY**

**SECTION IV - BUSINESS AUTO CONDITIONS,** Paragraph **B.7. Policy Period, Coverage Territory,** is amended by the addition of the following:

**f.** For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

**22. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

**1.** Such "insured" is a Named Insured under such other insurance; and

**2.** You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**SECTION V - DEFINITIONS** is amended as follows:

**23. BODILY INJURY REDEFINED**

Under **SECTION V - DEFINITIONS,** Definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

Attachment: Allied Flooring Contractors - NARC carpet (RES-2022-665 : Carpet Replacement - NARC CRS #3272)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU - CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph **2.** of **Section ii - Who is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract or written agreement. Such person or organization is an additional insured but only with respect to liability for "bodily injury" or "property damage":

1. Caused by "your work" performed for that additional insured that is the subject of the written contract or written agreement; and
2. Included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a claim or "suit" by the additional insured as required in Paragraph **b.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions.**

B. With respect to the insurance provided by this endorsement, the following are added to Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

1. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
2. "Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
   **a.** The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawing and specifications; and
   **b.** Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

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Attachment: Allied Flooring Contractors - NARC carpet (RES-2022-665 : Carpet Replacement - NARC CRS #3272)

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. With respect to the insurance afforded by this endorsement, **Section IV - Commercial General Liability Conditions** is amended as follows:

1. The following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claims Or Suit:**

   An additional insured under this endorsement will as soon as practicable:

   a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;

   b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and

   c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

   d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. Paragraph **4. of Section IV - Commercial General Liability Conditions** is amended as follows.

   a. The following is added to Paragraph **a. Primary Insurance:**

   If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

   b. The following is added to Paragraph **b. Excess Insurance:**

   When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

   Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

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Attachment: Allied Flooring Contractors - NARC carpet (RES-2022-665 : Carpet Replacement - NARC CRS #3272)

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25548 **RESOLUTION 2022-266** **TABLED (NO VOTE)**

# Local Law Amending Chapter 151 - Property Maintenance

Public Hearing with respect to a Local Law amending Chapter 151 - Property Maintenance.

**3/14/2022**
A motion to adjourn was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 4-0.

**3/28/2022**
A motion to adjourn was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

**4/11/2022**
A motion to adjourn was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

**4/25/2022**
A motion to adjourn was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

**5/9/2022**
A motion to move it to Unfinished Business was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 4-0.

| **RESULT:** | **TABLED (NO VOTE)** | **Next: 7/11/2022 3:00 PM** |
|---|---|---|

# LOCAL LAW NO.___ -2022

## TOWN OF AMHERST

## COUNTY OF ERIE, STATE OF NEW YORK

## A Local Law Amending Chapter 151 of the Code of the Town of Amherst, Property Maintenance

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 151 of The Code of The Town of Amherst, Property Maintenance."

**Section 2. Purpose**

The purpose of this Local Law shall be to amend various sections of Chapter 151 of the Code of the Town of Amherst.

**Section 3.**

Chapter 151-15 of the Code of the Town of Amherst is amended as follows:

§ 151-15 **Failure to comply.**

~~In the event that the order is not complied with within 10 days following personal service or 14 days following mailing of the order, the Building Commissioner shall cause the work therein required to be done or completed.~~ In the event that the order is not complied with within ten (10) days following personal service or fourteen (14) days following mailing of the order, the Building Commissioner shall request that a search warrant be sought pursuant to Article 690 of the Criminal Procedure Law upon application of an Amherst Police Officer which shall permit the Building Commissioner, or his/her designated delegate, to cause any work required to be done and completed and to enter upon the premises for purposes of doing so.

**Section 4.**

Chapter 151-50 of the Code of the Town of Amherst is amended by adding a new subparagraph, I, as follows:

~~Strikethrough~~ = Deleted language; Underline = Added language

Attachment: LL - ch. 151 (RES-2022-266 : Local Law Amending Chapter 151 - Property Maintenance)

§ 151-50 **Code official; powers and duties.**

I. The code enforcement officer shall have the ability to request, upon approval of the Building Commissioner and/or the Police Department to make an application for a search warrant under Article 690 of the Criminal Procedure Law and to authorize the seizure of materials or other property which constitutes evidence or tends to demonstrate that an offense or violation of the Code was committed, or there is a particular person participating in the commission of an offense.

**Section 5.**

Chapter 151-53 of the Code of the Town of Amherst is amended by adding a new subparagraph, F, as follows:

§ 151-53 **Notices and orders.**

F. Whenever a code enforcement officer determines that there has been a violation of this Article, or grounds to believe a violation has occurred, he/she shall have the ability to request the Police Department to make an application to Town Court for a search warrant pursuant to Article 690 of the Criminal Procedure Law, including requesting permission to seize materials in compliance with CPL § 690.10.

**Section 6.**

Chapter 151 of the Code of the Town of Amherst is amended by adding a new section, §151-57, as follows:

§ 151-57 ~~(Reserved)~~ The Building Commissioner and/or his/her designated representative shall have the ability to apply for a search warrant under Article 690 of the Criminal Procedure Law seeking to search the premises to determine if the violation of the code is in existence and to seize any property as permitted under CPL § 690.10.

**Section 7.**

Chapter 151-61(C) of the Code of the Town of Amherst is amended by adding a new subparagraph, C, as follows:

§ 151-61 **Exterior structure.**

**C.** ~~(Reserved)~~ The Building Commissioner and/or his/her designated representative shall the ability of applying for a search warrant under Article 690 of the Criminal Procedure Law seeking to search the premises to determine if the violation of the code is in existence and to seize any property as permitted under CPL § 690.10.

**Section 8.**

Chapter 151-62 of the Code of the Town of Amherst is amended by adding a new subparagraph, H, as follows:

~~Strikethrough~~ = Deleted language; Underline = Added language

Attachment: LL - ch. 151 (RES-2022-266 : Local Law Amending Chapter 151 - Property Maintenance)

§ 151-62 **Interior structure.**

H. The Building Commissioner and/or his/her designated representative shall the ability of applying for a search warrant under Article 690 of the Criminal Procedure Law seeking to search the premises to determine if the violation of the code is in existence and to seize any property as permitted under CPL § 690.10.

**Section 9.**

Chapter 151-84 of the Code of the Town of Amherst is amended by adding a new subparagraph, K, as follows:

§ 151-84 **Means of egress.**

K. ~~(Reserved)~~ The Building Commissioner and/or his/her designated representative shall the ability of applying for a search warrant under Article 690 of the Criminal Procedure Law seeking to search the premises to determine if the violation of the code is in existence and to seize any property as permitted under CPL § 690.10.

**Section 10.**

Chapter 151-85 of the Code of the Town of Amherst is amended by adding a new subparagraph, C, as follows:

§ 151-85 **Accumulations and storage**.

C. The Building Commissioner and/or his/her designated representative shall the ability of applying for a search warrant under Article 690 of the Criminal Procedure Law seeking to search the premises to determine if the violation of the code is in existence and to seize any property as permitted under CPL § 690.10.

**Section 11.**

Chapter 151 of the Code of the Town of Amherst is amended by adding a new section, §151-88, as follows

§ 151-88 **Reasonable Cause/Application For Search Warrant**.

Whenever the Building Commissioner and/or his/her designee has reasonable cause to believe a violation of the Building Code, the State Uniform Building and Fire Code or any other provision of Town Law is violated, he/she shall have the ability to make an application for a search warrant in compliance with the provisions of Article 690 of the Criminal Procedure Law.

~~Strikethrough~~ = Deleted language; Underline = Added language

Attachment: LL - ch. 151 (RES-2022-266 : Local Law Amending Chapter 151 - Property Maintenance)

**Section 12. Effective Date**

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

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

Attachment: LL - ch. 151 (RES-2022-266 : Local Law Amending Chapter 151 - Property Maintenance)

~~Strikethrough~~ = Deleted language; Underline = Added language

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Clerk
DOC ID: 26039

**COMMUNICATION 2022-64** **APPROVED**

# Request for Public Hearing - 2605 Amherst Manor Drive

Request from Sean Hopkins, Esq. for a public hearing with respect to the rezoning of 2605 Amherst Manor Drive from CF to OB.

This hearing has been scheduled for July 25th.

**6/27/2022**
Consent

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

June 21, 2022

Timothy J. Koller, Deputy Town Clerk
Town of Amherst Town Clerk's Office
5583 Main Street
Williamsville, NY 14221

Re: Bicentennial Comprehensive Amendment [BCP-2022-03] and
Rezoning of 2605 Amherst Manor Drive from CF to OB [Z-2022-05]
Applicant/Project Sponsor: 111 North Maplemere LLC
File No. 10024.13

Dear Tim:

This letter is being submitted on behalf of 111 North Maplemere LLC ("Project Sponsor") to request that the Town Board adopt a resolution during its next meeting on Monday, June 27th for the purpose of scheduling public hearings in connection with the pending requests to amend the Bicentennial Comprehensive Plan to designate the property at 2605 Amherst Manor Drive (the "Project Site") as appropriate for Commercial-Office and to amend the zoning classification of the Project Site from CF to OB.

Pursuant to our conversation today, the Project Sponsor is requesting that the public hearings be scheduled for the meeting of the Town Board to be held on Monday, July 25th at 7:00 p.m.

The Planning Board held public hearings on the pending requests to amend the Comprehensive Plan and the zoning classification of the Project Site from CF to OB during its meeting on Thursday, June 16th and adopted resolutions recommending approval by the Town Board.

Please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com with any questions regarding this letter. Thank you for your anticipated cooperation.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Daniel Howard, AICP, Planning Director
Scott Marshall, Principal Planner
Frank Sica, R.A. Cannon Design
Paul F. Ciminelli, Ciminelli Real Estate Corporation
Erik Wagner, Ciminelli Real Estate Corporation

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 • www.hsmlegal.com

Attachment: Koller-Ltr-Request to Schedule Public Hearing-06-21-22 (COM-2022-64 : Request for Public Hearing - 2605 Amherst Manor Drive)

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Clerk
DOC ID: 26034

**COMMUNICATION 2022-65**

**APPROVED**

# Request for Public Hearing - 5117 & 5105 Sheridan Drive and 543 & 553 Mill Street

Request from Sean Hopkins, Esq. for a public hearing with respect to the rezoning of 5117 & 5105 Sheridan Drive and 543 & 553 Mill Street from MS and R-4 to DC-3.

This hearing has been scheduled for July 25th.

**6/27/2022**
Consent

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

June 20, 2022

Timothy J. Koller, Deputy Town Clerk
Town of Amherst Town Clerk's Office
5583 Main Street
Williamsville, NY 14221

Re: Rezoning of 5117 & 5105 Sheridan Drive and 543 & 553 Mill Street
from MS and R-4 to DC-3 [Z- 2022-04]
Applicant/Project Sponsor: Iskalo 5117 Sheridan LLC c/o Iskalo Development Corp.
File No. 10025.8

Dear Tim:

This letter is being submitted on behalf of Iskalo 5117 Sheridan LLC ("Project Sponsor") to request that the Town Board adopt a resolution during its next meeting on Monday, June 27th for the purpose of scheduling a public hearing in connection with the pending request to amend the zoning classification of the above referenced parcels located at 5117 & 5105 Sheridan Drive and 543 & 553 Mill Street (the "Project Site") from MS and R-4 to DC-3.

The Project Sponsor is requesting that the public hearing be scheduled for the meeting of the Town Board to be held on Monday, July 25th at 7:00 p.m.

The Planning Board held a public hearing on the pending requested amendment of the of the zoning classifications of the Project Site during its meeting on Thursday, June 16th and adopted a resolution recommending that the Town Board issue a negative declaration pursuant to the State Environmental Quality Review Act ("SEQRA") and approve the requested amendment of the zoning classifications of the Project Site from MS and R-4 to DC-3 to accommodate the proposed mixed-use redevelopment project.

Please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com with any questions regarding this letter. Thank you for your anticipated cooperation.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Daniel Howard, AICP, Planning Director
David Chiazza, Iskalo Development Corp.

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 • www.hsmlegal.com

Attachment: Koller-Ltr-Request to Schedule Public Hearing-06-20-22 (COM-2022-65 : Request for Public Hearing - 5117 & 5105 Sheridan Drive

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Clerk
DOC ID: 26041

**COMMUNICATION 2022-66** **APPROVED**

# Newman Center Fee Waiver

Request from the Newman Center seeking a waiver of the tent permit fee for their 45th annual Chicken Barbecue on Sunday, August 14, 2022.

Response from the Building Commissioner is attached.

**6/27/2022**
Consent

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

# TOWN OF AMHERST

BUILDING DEPARTMENT

ERIE COUNTY, NEW YORK

5583 MAIN STREET

WILLIAMSVILLE, NEW YORK 14221

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

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


## Agenda Item

**DATE:** June 22, 2022

**TO:** Town Board

**FROM:** Mark S. Berke, P.E., Commissioner of Building

**RE:** Request for Waiver of Fire Prevention Permit Fee for 45th Annual Chicken Barbecue at the Newman Center, UB North Campus

In response to the letter received June 21, 2022, from Rev. Msgr. J. Patrick Keleher, Director of the Newman Centers S.U.N.Y.A.B. regarding a Chicken Barbecue to be held on August 14, 2022 at the Newman Center, UB North Campus, this memo serves to recommend approval of this request to waive the fee associated with a fire prevention permit.

Please contact me if you have any questions regarding this matter.

Mark S. Berke, P.E.
Commissioner of Building

CC: Bryan Parnell, Sr. Fire Inspector
Francina J. Spoth, Town Clerk

Attachment: berke response-merged (COM-2022-66 : Newman Center Fee Waiver)

# CENTERING OUR COMMUNITY

NEWMAN CENTER - UB NORTH CAMPUS

June 21, 2022

JUN21'22 PM 3:23 RCVD

Francina Spoth, Town Clerk
Amherst Town Hall
5583 Main Street
Williamsville, New York 14221

Dear Ms. Spoth,

The Newman Center at UB North Campus is holding its' 45th annual Chicken Barbeque on Sunday, August 14, 2022. We are requesting that the $100 tent permit fee be waived for our nonprofit community. Please send the voucher to the attention of John Blersch, who oversees all the logistics for the barbeque. Thank you in advance for your attention to our request.

Rev. Msgr. J. Patrick Keleher
Director
Newman Centers S.U.N.Y.A.B.

Catholic Campus Ministry since 1937
495 Skinnersville Road, Amherst, NY 14228
716.636.7495 • Fax 716.568.0692

Attachment: berke response-merged (COM-2022-66 : Newman Center Fee Waiver)

**Amherst Town Board**
5583 Main Street
Williamsville, NY 14221
**www.amherst.ny.us**

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Councilmembers
DOC ID: 26036

**COMMUNICATION 2022-67** **REFERRED**

# Communication from the Amherst Committee on Disabilities

Dear Board Members:

The Committee on Disabilities has spent the past couple of months working on an infographic to enhance multimedia accessibility education in our community. We are pleased to share the final project with you. Mr. Sliwa, our town attorney, has approved the infographic for distribution. The Committee's next step is to publish the infographic to the Town website and to distribute it across social, news, and print media. The Committee will prepare a press release to accompany any print/news media submissions.

The Committee is grateful for your support of our endeavors ensuring Amherst remains a model for inclusivity and accessibility.

--

**Erica Rodman**
Town of Amherst Committee on Disabilities **|** *Chair*
Niagara University Disability Awareness Training Program **|** *Project Assistant*
WNY Mitochondrial Disease Group **|** *Co-Admin*
WNY Neurodiversity Group **|** *Leader*
[redacted]

**6/27/2022**
A motion was made by Supervisor Kulpa, seconded by Councilmember Bucki to refer the communication to Planning, IT and the Amherst Chamber of Commerce.

| | |
|---|---|
| **RESULT:** | **REFERRED [UNANIMOUS]** |
| **MOVER:** | Brian J. Kulpa, Supervisor |
| **SECONDER:** | Deborah Bruch Bucki, Councilmember |
| **AYES:** | Kulpa, Berger, Bucki, Lavin, Szukala |

TOWN OF AMHERST COMMITTEE ON DISABILITIES

# MULTIMEDIA ACCESSIBILITY

## BEST PRACTICES FOR COMMUNITY BUSINESSES

### YOU CAN MAKE AN IMPACT

**Did you know that over 6,000 Amherst residents live with a disability?**[1] Businesses use multimedia everyday to interact with customers. Following these tips can help make your content accessible to everyone.

**Closed Captioning**

If your business has TVs in the waiting room or a common area, **turn on Closed Captioning**.

**Descriptive Audio**

**Audio Descriptions** narrate key visual information for the vision impaired. You can add this to your video content yourself, or turn on this feature through the accessibility settings on smart TVs.

**Lower the Volume**

**Lower the volume of TVs or radios** in your business when asked. Many disabilities include sound sensitivity or difficulty with background noise.

**Website Accessibility**

**Make changes to websites and online forms**. Add captions and audio descriptions to videos, enable font size options, and use "alt text" for images. UC Berkeley offers a free guide to making websites accessible.[2]

**Large Print Copies**

**Increase the font size** on forms, handouts, or brochures, and keep copies on hand. Customers with reading or vision disabilities can complete or review paperwork independently.

**Reach Out**

The Town of Amherst Committee on Disabilities is here to help. **Reach out to us** and ask us how to improve the accessibility of your business. We will work together to make our town welcoming and inclusive to all.

**Sources:**


1. United States Census Bureau. (2022). Retrieved 9 January 2022, from https://www.census.gov/quickfacts/fact/table/amhersttowneriecountynewyork/DIS010219#DIS010219
2. Berkeley Web Access. (2022). "Top 10 Tips for Making Your Website Accessible". Retrieved January 9, 2022, from https://webaccess.berkeley.edu/resources/tips/web-accessibility


Prepared by the **Town of Amherst Committee on Disabilities**
Visit us on the web: Bit.ly/AmherstCOD2022
Copyright 2022

Attachment: COMMUNICATION Dis Comm E Rodman Infographic attachment 20220627 (COM-2022-67 : Communication from the

**Amherst Town Board**
5583 Main Street
Williamsville, NY 14221
**www.amherst.ny.us**

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Councilmembers
DOC ID: 25992

**COMMUNICATION 2022-68** **REFERRED**

# Canandaigua Niagara Falls Trail Input

Resident(s) perspective on the Canandaigua Niagara Falls Trail.

**6/27/2022**
Referred to Planning, Engineering, Attorney & Traffic and Safety.

| | |
|---|---|
| **RESULT:** | **REFERRED [UNANIMOUS]** |
| **MOVER:** | Brian J. Kulpa, Supervisor |
| **SECONDER:** | Deborah Bruch Bucki, Councilmember |
| **AYES:** | Kulpa, Berger, Bucki, Lavin, Szukala |

Mark & Donna Klein
[redacted]
E. Amherst NY 14051-2207

BUFFALO NY 140
3 JUN 2022 PM 2 L

15.5.a

June 2, 2022

[redacted]
E. Amherst NY 14051

Dear Jacqualine Berger

I am in total support of having the Amherst Peanut Line paved and enhanced. My husband and I walk and bike 4-5 times a week and would use this path. We now have to go to Clarence. This is both for exercise and transportation. This would also then link us to many other paths.

Sincerely

Donna Klein

Attachment: COMMUNICATION Canandiagua Nia Falls Trail Klein redacted 20220627 (COM-2022-68 : Canandaigua Niagara Falls Trail Input)

**From:** [redacted]
**Date:** June 12, 2022 at 9:25:44 AM EDT
**To:** "Berger, Jacqualine" <jberger@amherst.ny.us>
**Subject: Peanut line**

**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.

Councilwoman Berger:

I am writing to express my support for the extension of the peanut line. I am a multi sport endurance athlete and I would definitely make use of this myself for running and biking. Additionally, I am a mother and a teacher, concerned about how sedentary children are becoming. In our very segmented, largely suburban community, children become very boxed into their small sections of neighborhood, unable to cross roads like Maple or Sheridan or Hopkins. Adding a connecting bike path will encourage mobility and healthy activity for all ages. Truly, as an occasional bike commuter, I would love to see similar paths running the length of Hopkins or Youngs roads. Bike lanes in traffic are good for adults but individuals of all ages should have these options.
Thank you for taking the time to read this, I appreciate your consideration.

Sincerely,
Erica Turner-Nasca

Attachment: COMMUNICATION Canandaigua Nia Falls Trail E Nasca redacted 20220627 (COM-2022-68 : Canandaigua Niagara Falls Trail Input)

**From:** Sally Ferrigno [redacted]
**Date:** June 12, 2022 at 8:52:37 AM EDT
**To:** "Berger, Jacqualine" <jberger@amherst.ny.us>
**Subject: Peanut line development**

**CAUTION:** This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Jacquie,
I am writing about the town's proposal to pave the Peanut Line around Haussauer Road and extending it to Transit Road. We have lived in
East Amherst for 34 years. We have come to appreciate this path in its natural state for dog walking, a nature hike, and for snowshoeing or cross country skiing in snowy months. As long as the town continues to mow the path, I see no need for further development. There are plenty other bike paths in the Town of Amherst.
Respectfully,
Sally and Chuck Ferrigno
[redacted]

Attachment: COMMUNICATION Canandaigua Nia Falls Trail S Ferrigno redacted 20220627 (COM-2022-68 : Canandaigua Niagara Falls Trail

**From:** Chaz Nasca [redacted]
**Date:** June 12, 2022 at 8:55:58 AM EDT
**To:** "Berger, Jacqualine" <jberger@amherst.ny.us>
**Subject: Peanut line bike trail**
**Reply-To:** Chaz Nasca [redacted]

**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.

Ms. Berger,

I would like to express my support for the peanut line trail. Amherst residents do not have enough opportunities to get exercise as the car traffic is so high. Any opportunity to develop safe and useable bike trails should be taken. Both as a way to exercise and as a potential way to reduce even a small amount of car traffic.

Thank you for listening
Charles Nasca

Attachment: COMMUNICATION Canandaigua Nia Falls Trail C Nasca redacted 20220627 (COM-2022-68 : Canandaigua Niagara Falls Trail Input)

**From:** Phil Herzbrun [redacted]
**Sent:** Thursday, June 9, 2022 10:09 PM
**To:** Kulpa, Brian J.; Berger, Jacqualine; Bucki, Debbie; Lavin, Shawn A.; Szukala, Michael
**Subject:** Paving the old "Peanut Line"

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 understand that the Amherst Town Board is considering paving the old "Peanut Line" small railway bed as a bike/walking path to connect the Clarence bike/walkway that currently stops at Transit Road, across Amherst (the line runs roughly parallel to and a bit south of Casey Rd and Dodge Rd) all the way to connect to the bike path at Ellicott Creek at North Forest Rd
As long time town resident and avid biking enthusiast, I think this is a great idea and hope that you will give this plan serious consideration and approve it!!!
Thank You,
Phil Herzbrun
[redacted]

Attachment: COMMUNICATION Canandaigua Nia Falls Trail P Herzbrun redacted 20220627 (COM-2022-68 : Canandaigua Niagara Falls Trail

**From:** Heather Mann [redacted]
**Sent:** Thursday, June 9, 2022 10:00 PM
**To:** Berger, Jacqualine
**Subject:** Peanut Line

**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.

Please let this email serve as the sharing of my desire for the remainder of the Peanut Line to be black topped as it is in the Clarence section.

Thank you for doing what you can to make this happen.

Heather D. Mann
[redacted]

Attachment: COMMUNICATION Canandaigua Nia Falls Trail H Mann redacted 20220627 (COM-2022-68 : Canandaigua Niagara Falls Trail Input)

**From:** Justin Booth [redacted]
**Sent:** Monday, June 6, 2022 12:33 PM
**To:** Berger, Jacqualine
**Cc:** Domenic J. Licata
**Subject:** Peanut Line letter of support

**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.

Council Member Berger

Please find attached a copy of GObike's letter of support for development of the Peanut Line Trail. If there is a desire, our organization is contracted by the GBNRTC to provide outreach, planning, design and funding for trail development at no cost to the town. A request to Amy Weymouth <aweymouth@gbnrtc.org> at the GBNRTC is all that is needed.

Happy to discuss further.

Justin Booth
Executive Director
GObike Buffalo

[redacted]

Attachment: COMMUNICATION Canandaigua Nia Falls Trail J Booth redacted 20220627 (COM-2022-68 : Canandaigua Niagara Falls Trail Input)

GObike BUFFALO

Dr. Michael Cropp
Jon Dandes
Nicole Komin
Tim McMorrow
Ryan McPherson
Kevin Murrett
Tonga Pham
Greg Stevens
Jen White

June 5, 2(

Councilmember Jacqualine G. Berger
Town of Amherst Municipal Building
5583 Main St.
Amherst, NY 14221

**Re: Peanut Line trail**

Dear Council Member Berger:

I write to express full support for trail improvements to the Peanut Line railroad corridor in the Town of Amhe A multi-use trailway offers the promise of better connectivity to the town's parks and schools, health benefits for users and increased residential resale values.

The potential of linking the finished Peanut Line on Transit Road in Clarence to the existing Ellicott Creek trai will close a significant gap in the regional network. It is supported by the Town's Recreation and Parks Master Plan of April 2018 which identifies development of the Peanut Line as an opportunity "to increase connectivity and expand opportunities for walking and biking." In addition, the 4.6-mile corridor has been identified as a To 10 off-road priority by the Greater Buffalo Niagara Regional Transportation Council.

Through a robust public engagement process, we can work together to mitigate these concerns. GObike has been contracted by the GBNRTC to support municipalities in the implementation of the regional bicycle maste plan due to our extensive experience across WNY. This can include public outreach, design and funding proposals to support this trail's implementation at no cost to the town. A request by the municipality just nee to be made.

Together we can bring this project to fruition and make it a reality for future generations to enjoy.

Sincerely,

Justin Booth
Executive Director

Attachment: COMMUNICATION Canandaigua Nia Falls Trail J Booth attachment 20220627 (COM-2022-68 : Canandaigua Niagara Falls Trail

**Amherst Town Board**
5583 Main Street
Williamsville, NY 14221
**www.amherst.ny.us**

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Clerk
DOC ID: 25948

**COMMUNICATION 2022-69** **REFERRED**

# Notice of Claim: Beverly Crosby Vs. Town of Amherst

**6/27/2022**
Referred to Town Attorney.

| | |
|---|---|
| **RESULT:** | **REFERRED [UNANIMOUS]** |
| **MOVER:** | Brian J. Kulpa, Supervisor |
| **SECONDER:** | Deborah Bruch Bucki, Councilmember |
| **AYES:** | Kulpa, Berger, Bucki, Lavin, Szukala |

Letter of Notice of Claim to the Town of Amherst

Beverly Crosby
[redacted]

time: 11:54
date: 5-19-2022
place: 499 W. Klein Road - Amherst

my vehicle #2 was parked legally in a parking spot at Dash's Market facing eastbound. Vehicle #1 was backing up out of a parking spot when a tool compartment door was open on the passenger side and struck my vehicle #2. The truck is very old and the door latch is not working properly, so the door just fell open. Vehicle #1 insurance company - self insured. Vehicle #2 insurance company was General Indemnity Company - Policy # [redacted]

Damage to passenger door, mirror, side panel and bumper

my Plate # vehicle #2 - JNH 6743

vehicle #1 - AB6027

my registration # [redacted]

New York 12-23

ALEX M. ESPOSITO
Notary Public, State of New York
Qualified in Erie County
Reg. No. 01ES6422020
My Commission Expires 9/13/2025

Signed May 23, 2022

Town Clerk
5583 Main Street
Amherst, N.Y. 14221

Attachment: DOC060222-06022022150034 (COM-2022-69 : Notice of Claim: Beverly Crosby Vs. Town of Amherst)

**Amherst Town Board**
5583 Main Street
Williamsville, NY 14221
**www.amherst.ny.us**

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Clerk
DOC ID: 25983

**COMMUNICATION 2022-70** **REFERRED**

# Notice of Claim: Anita Demarais Vs. Town of Amherst

**6/27/2022**
Referred to Town Attorney.

| | |
|---|---|
| **RESULT:** | **REFERRED [UNANIMOUS]** |
| **MOVER:** | Brian J. Kulpa, Supervisor |
| **SECONDER:** | Deborah Bruch Bucki, Councilmember |
| **AYES:** | Kulpa, Berger, Bucki, Lavin, Szukala |

ANITA DEMARAIS,
Claimant,

vs.

**NOTICE OF CLAIM**

TOWN OF AMHERST, NEW YORK,
Respondent.

**PLEASE TAKE NOTICE** that ANITA DEMARAIS, pursuant to statutes in such cases made and provided, does hereby make claim against the respondent, TOWN OF AMHERST, NEW YORK, and in support of such claim does state the following:

1. Claimant's post office address is [redacted].

2. Claimant's attorney is Terrence P. Higgins, Esq. and The Higgins Kane Law Group, P.C., 69 Delaware Avenue, Suite 100, Buffalo, New York 14202.

3. That on or about June 24, 2021, the claimant was lawfully on a premise at 400 Wehrle Drive, Amherst, New York, when she stepped into a large hole in the grassy walkway adjacent to the baseball park fence, causing injury.

4. The facts and circumstances giving rise to this claim in the above-entitled action are as follows: On June 24, 2021, at approximately 5:30 p.m., Anita Demarais was injured while walking in the Amherst Town Park near the baseball diamonds when she stepped in a deep hole causing her to fall. As a result of the subject incident, claimant Anita Demarais sustained serious and permanent injuries.

JUN07'22 PM 2:34 TOWN

Attachment: DOC060822-06082022082622 (COM-2022-70 : Notice of Claim: Anita Demarais Vs. Town of Amherst)

5. The claims of claimant Anita Demarais, are for the negligence, carelessness and recklessness of the respondent, Town of Amherst, New York, in causing, creating and allowing a dangerous, defective and hazardous condition to exist; in failing to properly, adequately and sufficiently backfill holes from fence post removal along the Town's baseball park; in failing to warn claimant and other lawful, forseeable and anticipated users of the aforementioned park/baseball diamonds of the dangerous, hazardous and defective condition; in failing to correct the dangerous, hazardous and defective condition; in failing to properly train/instruct its employees; in failing to adequately, properly and sufficiently monitor and supervise work performed at and adjacent to the aforementioned park/fencing and Wehrle Drive; in failing to adequately, properly and sufficiently monitor and supervise its employees; and in violating rules, regulations and laws of the State of New York, County of Erie and Town of Amherst, which are the proximate cause(s) of claimant's fall and resulting injuries, conscious pain, suffering, and damages of claimant Anita Demarais.

6. The hole into which claimant stepped and fell is shown in the photographs attached hereto as Exhibit A.

7. That claimant Anita Demarais suffered serious permanent and painful physical injuries by reason of which claimant will be compelled to expend large sums of money for medical bills and that



Attachment: DOC060822-06082022082622 (COM-2022-70 : Notice of Claim: Anita Demarais Vs. Town of Amherst)

claimant has been and will be incapacitated from many of her usual duties for a long period of time, all to her damage pursuant to General Municipal Law §50-e and CPLR §3017(c). Claimant's injuries include left knee injuries requiring surgery, and which will require further future surgery.

8. That the amount of damages sought by the claimant exceeds the jurisdictional limits of all lower courts, and that this action is properly brought in the Supreme Court of Erie County, New York, pursuant to CPLR §3017(c).

WHEREFORE, claimant requests that the claim be allowed and paid for by the Town of Amherst, New York pursuant to General Municipal Law §50-e and CPLR §3017(c), together with interest, costs and disbursements in this action.

Anita Demarais
Anita Demarais

Sworn to before me this
31 day of March, 2022.

Notary Public

TERRENCE P. HIGGINS
Notary Public, State of New York
Qualified in Erie County
My Commission Expires November 13, 2022

Terrence P. Higgins
THE HIGGINS KANE LAW GROUP, P.C.
Attorneys for Claimant
69 Delaware Avenue, Suite 100
Buffalo, New York 14202
716-745-4545



Attachment: DOC060822-06082022082622 (COM-2022-70 : Notice of Claim: Anita Demarais Vs. Town of Amherst)

**Amherst Town Board**
5583 Main Street
Williamsville, NY 14221
**www.amherst.ny.us**

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Clerk
DOC ID: 25989

**COMMUNICATION 2022-71** **REFERRED**

# Notice of Claim: Pamela Armstrong Vs. Town of Amherst Et Al.

**6/27/2022**
Referred to Town Attorney.

| | |
|---|---|
| **RESULT:** | **REFERRED [UNANIMOUS]** |
| **MOVER:** | Brian J. Kulpa, Supervisor |
| **SECONDER:** | Deborah Bruch Bucki, Councilmember |
| **AYES:** | Kulpa, Berger, Bucki, Lavin, Szukala |

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

JUN06'22 PM 1:47 RCVD

In the Matter of the Claim of

Pamela Armstrong

- against-

**NOTICE OF CLAIM**

☐ Village ☒ Town ☐ City ☐ County of

Amherst & Town of Amherst Police Dept.

TO: ☐ Village ☒ Town ☐ City ☐ County of Amherst

PLEASE TAKE NOTICE that the claimant herein hereby makes claim and demand against you as follows:

1. The name and post-office address of the claimant and of his/her attorney is:

| Claimant | Claimant's Attorney |
|---|---|
| Pamela Armstrong | |
| [redacted] | |

2. The nature of the claim:

The Claimant's house was burglarized in January 2020. The case number is 20-005269. Some of the stolen property was recovered and held by the Amherst Police. The Amherst Police Dept. advised that one pair of half hoop diamond earrings were lost during a transfer to the police laboratory and back to the property room. The other pair of gold dome earrings were erroneously released to another victim.

3. The time when, the place where and the manner in which the claim arose: The incident occurred on May 24, 2022, at or about 9:20 ☐ a.m. ☒ p.m.,

Detective Julian Chianana telephoned the claimant and notified her that two items could not be returned and gave the explanation listed in the nature of the claim.

4. The items of damage or injuries claimed are:

16 mm half ball earrings 2.6 dwt 14 karat yellow gold $425
14 karat white gold diamond hoop earrings 24 diamonds 1/2 pt ea. 3.2 dwt $625

That said claim and demand is hereby presented for adjustment and payment. You are hereby notified that unless it is adjusted and paid within the time provided by law from the date of presentation to you, the claimant intends to commence an action on this claim.

Attachment: DOC060922-06092022081051 (COM-2022-71 : Notice of Claim: Pamela Armstrong Vs. Town of Amherst Et Al.)

Dated: June 8, 2022

CLARENCE, New York

Pamela Armstrong

Signature

Pamela Armstrong

Print Name

STATE OF NEW YORK )
) ss.:
COUNTY OF ERIE )

I, Pamela Armstrong, am the Claimant in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The contents are true to my own knowledge except as to matters therein stated to be alleged upon information and belief, and as to those matters, I believe them to be true.

Pamela Armstrong

Signature

Sworn to before me on this 8th
day of June, 2022

Judith A Manspeaker

Notary Public

JUDITH A MANSPEAKER
NOTARY PUBLIC STATE OF NEW YORK
GENESEE
LIC. #01MA6242567
COMM. EXP. 6/6/2023

Attachment: DOC060922-06092022081051 (COM-2022-71 : Notice of Claim: Pamela Armstrong Vs. Town of Amherst Et Al.)

**Amherst Town Board**
5583 Main Street
Williamsville, NY 14221
**www.amherst.ny.us**

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Clerk
DOC ID: 25998

**COMMUNICATION 2022-72** **REFERRED**

# Notice of Claim: Progressive A/S/O Sandhu Vs. Town of Amherst

**6/27/2022**
Referred to Town Attorney.

| | |
|---|---|
| **RESULT:** | **REFERRED [UNANIMOUS]** |
| **MOVER:** | Brian J. Kulpa, Supervisor |
| **SECONDER:** | Deborah Bruch Bucki, Councilmember |
| **AYES:** | Kulpa, Berger, Bucki, Lavin, Szukala |

PROGRESSIVE CLAIMS
P.O BOX 22016
ALBANY, NY 12201

PROGRESSIVE®

**Underwritten By:**
**Progressive Advanced Insurance Company**

Claim Number: 22-5541066
Policy Number: [redacted]
Loss Date: May 26, 2022
Loss State: NY
Document Date: June 8, 2022
Page 1 of 1

**claims.progressive.com**
Track the status and details of your claim, e-mail your representative or report a new claim.

CITY OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

# Important information about your claim

We have completed the liability investigation for your claim resulting from an incident on May 26, 2022.

Based on the available facts, we have determined that our insured is not liable for your damages. As a result, we will be unable to make any payment to you at this time.

This letter will serve as a notice of claim for the City of Amherst and insurance carrier USI. On May 26, 2022 at approximately 2:30PM at or near 1166 Dodge RD, Getzville, NY . Our insured was struck by a Town of Amherst employee backing out of a residential driveway. While our insured was stopped for a uninvolved school bus releasing passengers with the stop sign deployed. John Moslow, driving a city vehicle, backed out of driveway and struck the driver side of our insured vehicle; 2020 Mercedes Benz C300. If there are any questions or issues please do not hesitate to contact me.

Should you wish to take this matter up with the New York State Department of Financial Services, you may file a complaint with the department either on its website at http://www.dfs.ny.gov/consumer/fileacomplaint.htm or by writing to the Consumer Assistance Unit, New York State Department of Financial Services, at: One State Street, New York, NY 10004; One Commerce Plaza, Albany, NY 12257; 1399 Franklin Avenue, Garden City, NY 11530; or 535 Washington Street, Suite 305, Buffalo, NY 14203.

If you have any questions, please contact us.

ALEXANDER COWAN
Claims Department
1-631-319-4480
1-800-PROGRESSIVE (1-800-776-4737)
Fax: 1-833-905-1748

Form Z521 (01/08)

RECEIVED
JUN 06 2022
TOWN ATTORNEY

Attachment: DOC061022-06102022085537 (COM-2022-72 : Notice of Claim: Progressive A/S/O Sandhu Vs. Town of Amherst)

**Amherst Town Board**
5583 Main Street
Williamsville, NY 14221
**www.amherst.ny.us**

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Clerk
DOC ID: 26017

**COMMUNICATION 2022-73** **REFERRED**

# Notice of Claim: Joseph Voytovich Vs. Town of Amherst Et Al.

**6/27/2022**
Referred to Town Attorney.

| | |
|---|---|
| **RESULT:** | **REFERRED [UNANIMOUS]** |
| **MOVER:** | Brian J. Kulpa, Supervisor |
| **SECONDER:** | Deborah Bruch Bucki, Councilmember |
| **AYES:** | Kulpa, Berger, Bucki, Lavin, Szukala |

STATE OF NEW YORK
COUNTY OF ERIE:

---

IN THE MATTER OF THE CLAIM OF:
Joseph Voytovich
[redacted]

**NOTICE OF CLAIM**

Claimant

AGAINST

The Town of Amherst
5583 Main Street
Williamsville, New York 14221

Amherst Police Department
500 John James Audubon Parkway
Amherst, New York 14228

Respondents

---

TO: The Town of Amherst
5583 Main Street
Williamsville, New York 14221

PLEASE TAKE NOTICE, that the Claimant, Joseph Voytovich, hereby makes a claim against the Respondents, the Town of Amherst and the Amherst Police Department, for personal injuries and medical expenses sustained as follows:

1) The name of the Claimant is Joseph Voytovich. His date of birth [redacted] His Post Office address is [redacted].

2) This claim is for personal injuries and medical expenses sustained as a result of the negligence of the Respondents and their employees as hereinafter set forth.

3) The claim arose at approximately 4:00 pm on the 29th Day of March, 2022. The particular place where the incident causing the resulting injuries was on the west side of Bloor Drive in Amherst, New York near the backyard of 106 Bucyrus Drive.

4) At this time, the Claimant was driving a 2006 Ford Fusion owned by Deborah Nichols who resides at [redacted] The Claimant had stopped

Attachment: DOC062122-06212022090628 (COM-2022-73 : Notice of Claim: Joseph Voytovich Vs. Town of Amherst Et Al.)

on Bloor Drive to knock some residual ice off the lower windshield to effectively use the windshield wipers.

5) As the Claimant was cleaning the driver's side, a dirt bike turned onto Bloor Drive from Bucyrus Drive and drove down the middle of the road at a rapid rate of speed. The Claimant, anxious that he was at risk of injury, instinctively raised his arms in defense.

6) A third party, Alexander Harris, upon witnessing the incident, proceeded to walk towards the Claimant and did attack the Claimant without any provocation – punching, kicking and beating the Claimant with the Claimant's ice scraper.

7) During the attack, nearby neighbors noticed the attack and immediately notified the Amherst Police, who responded to the call and arrested Mr. Harris.

8) The Claimant was transported to Erie County Medical Center and was treated and released after being diagnosed with multiple nose fractures, a cheek fracture and a severely swollen right eye, multiple bruises on the face and a bloody nose.

9) The Claimant did seek treatment also on April 4, 2022 and was diagnosed with a mild concussion, which caused dizziness and headaches for approximately two weeks after.

10) The Claimant also suffered a severe nose bleed on April 7, 2022 which caused him to seek treatment at both DeGraff Medical Park and Erie County Medical Center. Treatment was not completed until the Claimant later saw his personal doctor – Dr. William Belles – at 2545 Sheridan Drive, Tonawanda, New York 14150 to have the nose cauterized on April 8, 2022.

11) The Claimant asserts that the Respondents were negligent in removing the dirt bike operator from the public streets previous to the March 29, 2022 encounter.

12) The Claimant appeared before the Amherst Town Board meeting on September 27, 2021 expressing the inherent danger on this type of activity. The official town board minutes states the Claimant's comments as "Previous complaints of ATV's and mini bikes speeding in neighborhood; Notice of Claim from Alex David".

13) The Claimant also asserts that the town was notified of the dangers of illegal motorized activities with the minibike accident and severe injuries sustained by Alex David in June 2021. Mr. David had filed a Notice of Claim on that event.

14) The Claimant had called police during the fall of 2021 and on one call, an Amherst office, while talking with the Claimant in front of his house, did witness a group of riders headed toward Bloor Drive. The office tried chasing them down, but said he could not get them to stop.

15) The Claimant asserts that numerous other neighbors had called the Amherst police on this activity and had posted pictures of this activity online at NextDoor.com. Some neighbors lived close by the rider and knew of the location of his home.

16) The Claimant sent the Amherst Town Board a video of the illegal mini bike riders on September 28, 2021. The response was to refer this to Amherst Police Captain Kevin Brown, who responded on October 1, 2021 of their inability to stop any of those riders.

Attachment: DOC062122-06212022090628 (COM-2022-73 : Notice of Claim: Joseph Voytovich Vs. Town of Amherst Et Al.)

17) The Claimant is still receiving medical co-pays and deductibles from this incident, and is still facing required surgery to correct the nose injuries which have deformed the structure and restricted breathing.

WHEREFORE, the Claimant requests that the said Respondents honor and pay medical claims of the Claimant.

DATED: Amherst, New York
June 14, 2022

Sincerely.

Joseph Voytovich

JOSEPH VOYTOVICH
35 Bucyrus Drive
Amherst, New York 14228
716 – 691 – 4718

14th June 2022

SARAH M HUYNH
Notary Public - State of New York
No. 01HU6249468
Qualified in Erie County
My Commission Exp. Oct. 11, 2023

Attachment: DOC062122-06212022090628 (COM-2022-73 : Notice of Claim: Joseph Voytovich Vs. Town of Amherst Et Al.)

**Amherst Town Board**
5583 Main Street
Williamsville, NY 14221
**www.amherst.ny.us**

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Clerk
DOC ID: 26018

**COMMUNICATION 2022-74** **REFERRED**

# Notice of Claim: Shannonann Mack Vs. Town of Amherst

**6/27/2022**
Referred to Town Attorney.

| | |
|---|---|
| **RESULT:** | **REFERRED [UNANIMOUS]** |
| **MOVER:** | Brian J. Kulpa, Supervisor |
| **SECONDER:** | Deborah Bruch Bucki, Councilmember |
| **AYES:** | Kulpa, Berger, Bucki, Lavin, Szukala |

Shannonann Mack
[redacted]

May 27, 2022

JUN 15 '22 PM 2:57 ROAD

To Whom It May Concern,

At approx. 7:45am, my car was stopped at the red light on the corner of N. Forrest and Maple, heading North (center lane). The weather was rather gloomy and raining out.

The town vehicle was right next to me in the right lane. The truck started to turn East, right onto Maple (turning right on red). As the town truck was turning right, his trailer he was towing started scraping the passenger side of my car.

To be honest, I don't believe the driver realized he scraped my car as it was the trailer that hit me, not the truck.

I was not able to see the plate # or truck # because he was already turning onto Maple (trailer still on N. Forrest) when the trailer scraped my car. I was not able to follow the town vehicle as I was in the middle of rush hour traffic in the center lane.

I went to the gas station that is on the corner of Maple and N. Forrest to get video footage of the truck and trailer that scraped my car. I do have the video on my cell phone for viewing. Thank you for your time and consideration in this matter.

Respectfully,

Shannonann Mack

Shannonann Mack

Susan Marie Dunning
NOTARY Public

SUSAN MARIE DUNNING
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DU4688154
Qualified in Erie County
My Commission Expires 08-01-2025

Attachment: DOC062122-06212022092132 (COM-2022-74 : Notice of Claim: Shannonann Mack Vs. Town of Amherst)

**Amherst Town Board**
5583 Main Street
Williamsville, NY 14221
**www.amherst.ny.us**

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26055 **RESOLUTION 2022-666** **ADOPTED**

# PIP 3103 - Waterline – Muir Woods Site B

Attached please find an application for a Waterline Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $74,400.00.

We are sending one (1) check to the Comptroller's Office, $150.00 to be retained as a Permit Fee for the Town Clerk and $74,250.00 which will be held in escrow to cover the inspection cost.

At this time we are asking for your approval of the application for PIP No. 3103.

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

$74,400.00

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Brian J. Kulpa, Supervisor |
| **SECONDER:** | Deborah Bruch Bucki, Councilmember |
| **AYES:** | Kulpa, Berger, Bucki, Lavin, Szukala |

# APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC IMPROVEMENT

Date ..... 20 22

*TO THE HONORABLE TOWN BOARD:*

*Gentlemen:* *Town of Amherst, Erie County, N.Y.*

**Application is Hereby Made for Permission to Construct**

- Pavement and Curbs .....( )
- Water Line .....
- Sanitary Sewer .....
- Storm Sewer .....

**Estimated Cost of Improvement** $ 742,500.00

## DESCRIPTION OF PROPOSED PUBLIC IMPROVEMENT

**Subdivision Name, Street Name(s), Quantity, Description and Location of Improvement:** **Town of Amherst Job** 2005.008 B

Muir Woods Site B; Extension of John James Audubon Parkway: Installation of 1,617+/- LF of 12" PVC 50+/- LF of 8" PVC, 495+/- LF of 24" Steel Casing, 3 Hydrant Assemblies, and Tees, Valves, Interconnections and all other appurtenances for a complete installation.

**Supporting Data:**

Consulting Engineer's Name Greenman-Pedersen, Inc.

Contractor's Name Christa Construction Phone 585-645-9232

Contractor's Address 64 Commercial Street, Suite 401, Rochester, NY 14614

Maintenance (2 yr.) bond by Christa Construction

This application must be submitted in quadruplicate along with 5 copies of construction drawings for sewers, 4 copies for paving, 7 copies for water lines, showing the extent of the improvements which will be incorporated into and made a part of this application. In the event the drawing submitted contains other facilities not covered by this permit, then those covered by this permit must be designated by coloring so that a clear-cut picture of the work under this permit is easily determined.

Work under this permit shall be started within 60 days from the date of approval thereof. Work under this permit shall be completed within 1 year from the date of approval thereof. Any request for extension shall be addressed in writing to the Town Board of the Town of Amherst.

Fees for this permit shall be covered by two (2) checks both made payable to the Town of Amherst; one in the amount of $150.00 and the other to cover cost of inspection as set forth by the Town Board. The latter amount contemplates construction work to be carried on during normal and usual working hours. Any deviation from this must be compensated by the payment of additional fees.

In consideration of the granting of the permit hereby petitioned for, the undersigned hereby agrees that if such permit is granted he will comply with the terms thereof, the Laws of the State of New York, the Ordinances of the Town of Amherst and Regulations of the various departments of the Town and the State of New York, and that he shall notify the Engineering Department forty-eight (48) hours in advance of commencing any work under this permit.

The undersigned hereby certifies that all of the information contained in this petition is correct and true.

| ITEM | | FEE |
|---|---|---|
| PERMIT | | $150.00 |
| INSPECTION | 10% of Estimated Cost of Improvement | $ 74,250.00 |
| VIDEO INSPECTION-SANITARY | | |
| SEWERS $ 0.50/Ft. | | |
| TOTAL FEE | | $ 74,400.00 |

.....
Owner Sign Here

Amherst NY Properties KP6, LLC
Please Print Name

One Town Center Road, Suite 300
Address

Boca Raton, FL 33486 Phone .....
Zip

Subscribed and sworn to before me this 16th day of June 2022

LOBI KOREN HOWARD
Notary Public, State of Texas
Comm. Expires 03-16-2026
Notary ID 133649738

.....
Notary Public, Erie County, New York

I do certify that I have examined the foregoing petition and Survey Sketch and certify that they conform to Ordinances of Town of Amherst.

.....
Town Engineer

Receipt is hereby acknowledged of the sum of $ ....., being the required fees established by the Town Board of Town of Amherst, N. Y.

.....
Town Clerk

Public Improvement Permit No. 3103

Attachment: PIP 3103 (RES-2022-666 : PIP 3103 - Waterline – Muir Woods Site B)

**Amherst Town Board**
5583 Main Street
Williamsville, NY 14221
**www.amherst.ny.us**

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26062 **RESOLUTION 2022-667** **ADOPTED**

# PIP 3014 - Sanitary Sewer – Muir Woods Site B

Attached please find an application for a Sanitary Sewer Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $38,538.50.

We are sending one (1) check to the Comptroller's Office, $150.00 to be retained as a Permit Fee for the Town Clerk, $37,750.00 which will be held in escrow to cover the inspection cost, and $638.50 to cover the televising cost and to be deposited in the SS District 16 account G9000-02377.

At this time we are asking for your approval of the application for PIP No. 3103.

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

$38,538.50

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Brian J. Kulpa, Supervisor |
| **SECONDER:** | Deborah Bruch Bucki, Councilmember |
| **AYES:** | Kulpa, Berger, Bucki, Lavin, Szukala |

# APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC IMPROVEMENT

Date ..... 20 22

*TO THE HONORABLE TOWN BOARD:*

*Gentlemen:* *Town of Amherst, Erie County, N.Y.*

**Application is Hereby Made for Permission to Construct**

- Pavement and Curbs .....( )
- Water Line .....
- Sanitary Sewer .....
- Storm Sewer .....

**Estimated Cost of Improvement** $ $ 377,500.00

## DESCRIPTION OF PROPOSED PUBLIC IMPROVEMENT

**Subdivision Name, Street Name(s), Quantity, Description and Location of Improvement:** **Town of Amherst Job** 2005.008 B

Muir Woods Site B; Installation of approx. 1277+/- LF of 8" PVC (C-900/DR-18) Force Main, 280+/- of 16" Steel Casing, and 8 Force Main Markers.

**Supporting Data:**

Consulting Engineer's Name Greenman-Pedersen, Inc.

Contractor's Name Christa Construction Phone 585-645-9232

Contractor's Address 64 Commercial Street, Suite 401, Rochester, NY 14614

Maintenance (2 yr.) bond by Christa Construction

This application must be submitted in quadruplicate along with 5 copies of construction drawings for sewers, 4 copies for paving, 7 copies for water lines, showing the extent of the improvements which will be incorporated into and made a part of this application. In the event the drawing submitted contains other facilities not covered by this permit, then those covered by this permit must be designated by coloring so that a clear-cut picture of the work under this permit is easily determined.

Work under this permit shall be started within 60 days from the date of approval thereof. Work under this permit shall be completed within 1 year from the date of approval thereof. Any request for extension shall be addressed in writing to the Town Board of the Town of Amherst.

Fees for this permit shall be covered by two (2) checks both made payable to the Town of Amherst; one in the amount of $150.00 and the other to cover cost of inspection as set forth by the Town Board. The latter amount contemplates construction work to be carried on during normal and usual working hours. Any deviation from this must be compensated by the payment of additional fees.

In consideration of the granting of the permit hereby petitioned for, the undersigned hereby agrees that if such permit is granted he will comply with the terms thereof, the Laws of the State of New York, the Ordinances of the Town of Amherst and Regulations of the various departments of the Town and the State of New York, and that he shall notify the Engineering Department forty-eight (48) hours in advance of commencing any work under this permit.

The undersigned hereby certifies that all of the information contained in this petition is correct and true.

| ITEM | | FEE |
|---|---|---|
| PERMIT | | $150.00 |
| INSPECTION | 10% of Estimated Cost of Improvement | $ 37,750.00 |
| VIDEO INSPECTION-SANITARY | | |
| SEWERS $ 0.50/Ft. | | $ 638.50 |
| TOTAL FEE | | $ 38,538.50 |

.....
Owner Sign Here

Amherst NY Properties, KP6, LLC
Please Print Name

One Town Center Road, Suite 300
Address

Boca Raton, FL 33486 ..... Phone .....
Zip

Subscribed and sworn to before me this 16th day of June, 2022

LORI KOREN HOWARD
Notary Public, State of Texas
Comm. Expires 03-16-2026
Notary ID 133648738
Notary Public, Erie County, New York

I do certify that I have examined the foregoing petition and Survey Sketch and certify that they conform to Ordinances of Town of Amherst.

.....
Town Engineer

Receipt is hereby acknowledged of the sum of $ ....., being the required fees established by the Town Board of Town of Amherst, N. Y.

.....
Town Clerk

Public Improvement Permit No. 3104

Attachment: PIP 3104 (RES-2022-667 : PIP 3014 - Sanitary Sewer – Muir Woods Site B)

**Amherst Town Board**
5583 Main Street
Williamsville, NY 14221
**www.amherst.ny.us**

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26063 **RESOLUTION 2022-668** **ADOPTED**

# PIP 3105 - Waterline – 1265 Sweet Home Road Apartment Complex

Attached please find an application for a Waterline Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $11,226.00.

We are sending one (1) check to the Comptroller's Office, $150.00 to be retained as a Permit Fee for the Town Clerk and $11,076.20 which will be held in escrow to cover the inspection cost.

At this time we are asking for your approval of the application for PIP No. 3105.

**6/27/2022**
Consent

**FINANCIAL IMPACT:**

$11,226.00

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Brian J. Kulpa, Supervisor |
| **SECONDER:** | Deborah Bruch Bucki, Councilmember |
| **AYES:** | Kulpa, Berger, Bucki, Lavin, Szukala |

DocuSign Envelope ID: EEFD582A-091E-4511-AA6F-49021100F2BF



# APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

Date June 6th 20.

***TO THE HONORABLE TOWN BOARD:***

***Gentlemen:*** ***Town of Amherst, Erie County, N.Y.***

Application is Hereby Made for Permission to Construct

| | Public | Private |
|---|---|---|
| Pavement and Curbs | ☐ | ☐ |
| Water Line | ☒ | ☐ |
| Sanitary Sewer | ☐ | ☐ |
| Storm Sewer | ☐ | ☐ |
| Backyard Drainage | ☐ | ☐ |

Estimated Cost of Improvement $ $110,762

## DESCRIPTION OF PROPOSED PUBLIC/PRIVATE IMPROVEMENT

Subdivision Name, Street Name(s),
Quantity, Description and Location of Improvement: Town of Amherst Job 2015.022

Install new water line from public right of way to building with lift station.

**Supporting Data:**

Consulting Engineer's Name Andrew Marino, Tredo Engineers

Contractor's Name VisoneCo Site Development LLC Phone 716-759-1715

Contractor's Address 9829 Main Street, Clarence, NY 14031

Maintenance (2 yr.) bond by

This application must be submitted in quadruplicate along with 4 copies of construction drawings showing the extent of the improvements which will incorporated into and made a part of this application. In the event the drawing submitted contains other facilities not covered by this permit, then those cove by this permit must be designated by coloring so that a clear-cut picture of the work under this permit is easily determined.

Work under this permit shall be started within 60 days from the date of approval thereof. Work under this permit shall be completed within 1 year from the d of approval thereof. Any request for extension shall be addressed in writing to the Town Board of the Town of Amherst.

Fees from this permit and cost of inspection shall be covered by separate checks made payable to the Town of Amherst at amounts set forth by the To Board. The inspection fee is to cover all work under this permit and shall be at no additional cost to the Town of Amherst. The inspection fee may be increased a commercially reasonable amount during or after implementation of the improvement at the discretion of the Town Engineer due to unforeseen field conditions complexity of design. All construction work is to be carried on during normal and usual working hours. Any deviation from this must be compensated by payment of additional fees.

In consideration of the granting of the permit hereby petitioned for, the undersigned hereby agrees that if such a permit is granted he/she will comply with terms thereof, the Laws off the State of New York, the Ordinances of the Town of Amherst and Regulations of the various departments of the Town and the St of New York, and that he/she shall notify the Engineering Department forty-eight (48) hours in advance of commencing any work under this permit.

The undersigned hereby certifies that all of the information contained in this petition is correct and true.

| ITEM | | FEE |
|---|---|---|
| PERMIT | | $150.00 |
| INSPECTION | 10% of Estimated Cost of Construction | 11,076.20 |
| VIDEO INSPECTION SANITARY | | |
| $0.50/Linear Foot | | |
| TOTAL FEE | | $11,226.20 |

DocuSigned by:
05ADDEDD72D84B5...
Owner Sign Here

Yuanliu He
Please Print Name

100 Wall Street, Suite 1601
Address

10005 Phone
Zip

Subscribed and sworn to before me this

day of 20

Notary Public, Erie County, New York

I do certify that I have examined the foregoing petition and Survey Sketch and certify that they conform to Ordinances of the Town of Amherst.

Town Engineer

Receipt is hereby acknowledged of the sum of $ , being the required fees established by the Town Board of the Town of Amherst, N.Y.

Public/Private Improvement Permit No. 3105

Attachment: PIP 3105 (RES-2022-668 : PIP 3105 - Waterline – 1265 Sweet Home Road)

**Amherst Town Board**
5583 Main Street
Williamsville, NY 14221
**www.amherst.ny.us**

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26083 **RESOLUTION 2022-670** **ADOPTED AS AMENDED**

# Emergency Purchase for Vac-Con

**Suspension to Town Board Agenda Item June 27, 2022**

**TO:** **Amherst Town Board**

**FROM:** **Jacqualine Berger, Deputy Supervisor**

**DATE:** **June 27, 2022**

**RE:** **Emergency Purchase for Vac-Con**

**BE IT RESOLVED,** the Amherst Town Board grants permission for ~~emergency~~ a sole source purchase of Vac-Con as requested in the supporting paperwork.

**6/27/2022**
A motion to approve was made by Deputy Supervisor Berger and seconded by Councilmember Bucki. A motion was then made by Deputy Supervisor Berger to amend, seconded by Councilmember Bucki and unanimously approved 5-0. The amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

**FINANCIAL IMPACT:**

H8000.2600

| | |
|---|---|
| **RESULT:** | **ADOPTED AS AMENDED [UNANIMOUS]** |
| **MOVER:** | Brian J. Kulpa, Supervisor |
| **SECONDER:** | Shawn Lavin, Councilmember |
| **AYES:** | Kulpa, Berger, Bucki, Lavin, Szukala |

**Amherst Town Board**
5583 Main Street
Williamsville, NY 14221
**www.amherst.ny.us**

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 26081

**RESOLUTION (ID # 26081)**

# Emergency Purchase for Vac-Con

WHEREAS, the Highway Department requests the emergency purchase for one (1) HYDROSTATIC PUMP REX AND SHEAVE PACKAGE plus shipping charges.

WHEREAS, VAC-CON, the original supplier and manufacturer only authorizes one (1) dealer for the State of New York to supply parts. The only valid source quote received was from Pierce-Eagle Equipment Company.

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the Highway Department to purchase the HYDROSTATIC PUMP REX AND SHEAVE PACKAGE at Pierce - Eagle Equipment Company, 3388 Route 22 West, Branchburg, NJ 08876.

**FINANCIAL IMPACT:**

H8000 ; 4240

$13,022.42 inc. shipping

Attachment: SUSPENSION Emerg Purch for Vac-Con attach 20220627 (RES-2022-670 : Emergency Purchase for Vac-Con)

Peirce-Eagle Equipment
3388 Route 22 West
Branchburg NJ USA 08876
Phone #:(908) 203-0999
Fax #: (908) 203-5211

**Estimate Number:** 1825860

**Ticket Date:** 6/15/2022
**Cashed Out Date:**
**Parts Employee:** (3485) RICHARD TRAGNO

4003704

TOWN OF AMHERST HWY DEPT
1042 NORTH FOREST ROAD
WILLIAMSVILLE NY 14221

**Ship To:**

| Part # | Description | Drop Shipped | Qty | Retail Price | Savings | Selling Price | Extended Discount | Extende Pric |
|---|---|---|---|---|---|---|---|---|
| 622-0624 | HYDROSTATIC PUMP REX 175CC | ☐ | 1.0 | $11,960.09 | $0.00 | $11,960.09 | $0.00 | $11,960.0 |
| 711-3526 | HYDROSTATIC PUMP SHEAVE PACKA | ☐ | 1.00 | $612.33 | $0.00 | $612.33 | $0.00 | $612.3 |
| FRE | SHIPPING ESTIMATE | ☐ | 1.00 | $450.00 | $0.00 | $450.00 | $0.00 | $450.0 |

Pay Type CC # Amount

Signature:_____

I AGREE TO PAY THE ABOVE TOTAL AMOUNT
Cashed Out By:
Cash Out Date:
Cash Drawer:

| | |
|---|---|
| Parts Total: | $12,572.42 |
| Core Total: | $0.00 |
| Freight Total: | $450.00 |
| Sublet Total: | $0.00 |
| Labor Total: | $0.00 |
| Other Charges: | $0.00 |
| Shop Supplies: | $0.00 |
| Sub Total: | $13,022.42 |

| | |
|---|---|
| Discount Total: | $0.00 |
| Ext Price: | $13,022.42 |
| Sales Tax: | $0.00 |
| Total: | $13,022.42 |
| Deposits: | $0.00 |
| **Amount Due:** | **$13,022.42** |
| Amt Tendered: | $0.00 |
| Chg Returned: | $0.00 |

DISCLAIMER OF WARRANTIES - Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. NO RETURNS ON ELECTRICAL ITEMS. NO RETURNS WITHOUT SALES RECEIPT. RESTOCKING CHARGE OF 20% ON NON-STOCK ITEMS!



Attachment: SUSPENSION Emerg Purch for Vac-Con attach 20220627 (RES-2022-670 : Emergency Purchase for Vac-Con)




969 Hall Park Drive
Green Cove Springs, FL 32043
Tel: 904.284.4200 • Fax: 904.284.3305
www.vac-con.com

June 24, 2022

States of New Jersey & New York

To Whom it May Concern:

This letter will confirm that Peirce-Eagle Equipment, Co. 3388 Route 22 West, Branchburg, NJ 08876, is the only authorized Vac-Con dealer for sales, parts and service for the States of New Jersey & New York.

Peirce Equipment may be reached at 908-203-0999 office or 908-203-5211 fax .

Sincerely,

Todd M. Masley
Sales Manager

POWER

Attachment: SUSPENSION Emerg Purch for Vac-Con attach 20220627 (RES-2022-670 : Emergency Purchase for Vac-Con)

**Amherst Town Board**
5583 Main Street
Williamsville, NY 14221
**www.amherst.ny.us**

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26084 **RESOLUTION 2022-672** **ADOPTED**

# Amusement License for 4276 Maple Road, Papi Grande

**Suspension to Town Board Agenda Item June 27, 2022**

**TO:** **Amherst Town Board**

**FROM:** **Jacqualine Berger, Deputy Supervisor**

**DATE:** **June 27, 2022**

**RE:** **Amusement License for 4276 Maple Road, Papi Grande**

**BE IT RESOLVED,** the Amherst Town Board grants permission for Amusement License Application dated 5/25/2022 with the recommendations of Supervising Code Enforcement Officer Douglas Gesel in the supporting paperwork.

**6/27/2022**
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Szukala and unanimously approved 5-0.

**FINANCIAL IMPACT:**

Income to the Town.

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Jacqualine Berger, Deputy Supervisor |
| **SECONDER:** | Michael Szukala, Councilmember |
| **AYES:** | Kulpa, Berger, Bucki, Lavin, Szukala |

**TOWN OF AMHERST**
BUILDING DEPARTMENT
INTER-DEPARTMENTAL CORRESPONDENCE
5583 MAIN STREET
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Mark S. Berke, P.E.
Commissioner of Building

# Agenda Item

**DATE:** June 27, 2022
**TO:** Town Board
**FROM:** Douglas Gesel, Supervising Code Enforcement Officer
**RE:** Amusement License for 4276 Maple Road, Papi Grande

In response to the Amusement License Application dated 5/25/2022 I recommend the approval of his request for First Class outdoor events at the above noted address.

The fee for such an event is set be the Town Board, the fee can be from $5.00 to $50.00 per day, or fraction thereof.
With the events being held on:
June, 2,3,4,6,9,10,11,16,17,18,19,23,24,25,30 (15 days)
July, 1,2,7,8,9,14,15,16,21,22,23,28,29,30 (14 days)
August, 4,5,6,11,12,13,18,19,20,25,26,27 (12 days)

Thursdays 6:00pm until 9:00pm
Fridays 7:30pm until 10:30 pm
Saturdays 7:30pm until 10:30pm

I would recommend a fee of $25.00 per day.

I would recommend that the following conditions be stated:

- For any tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
- The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

Please contact me if you have any questions regarding this response.

DG Douglas Gesel, Supervising Code Enforcement Officer

cc: Fran Spoth, Town Clerk, Mark Berke P.E. Commissioner of Building, Bryan Parnell, Senior Fire Inspector

Attachment: SUSPENSION Amuse. Lic 4276 Maple Rd attach 20220627 (RES-2022-672 : Amusement License for 4276 Maple Road, Papi Grande)

# Town of Amherst
# Amusement License Application

JUN07'22 PM 1:52 RCVD

**Organization or Resident:** PAPI GRANDES

**Address of Event:** 4276 MAPLE RD

**Describe Event:** LIVE LOCAL MUSICIANS
OPEN TO ALL AGES / NO SELLING OF TICKETS

**List All Dates:** 6/2/3/4, 6/9, 6/10, 6/11, 6/16, 6/17, 6/18, 6/23, 6/24, 6/25, 6/30, 7/1, 7/2, 7/7, 7/8, 7/9, 7/14, 7/15, 7/16, 7/21, 7/22, 7/23, 7/28, 7/29, 7/30, 8/4, 8/5, 8/6, 8/11, 8/12, 8/13, 8/18, 8/19, 8/20, 8/25, 8/26, 8/27
day/month/year & day of week

**Number of Occasions:** 39

**Time (Start & End):** THURSDAY - 6-9, FRIDAY + SATURDAY - 7:30 - 10:30

***PLEASE ATTACH A SITE PLAN WITH DESIGNATED AREA FOR EVENT***

**Name of Organizer** PAPI GRANDES

**Address** 4276 MAPLE RD

**Phone Number** 716-261-8357

**Signature of Organizer** [signature]

**Date** 5/25/2022

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Office use only:
Submitted to Police & Building _____
Fee determined by Town Board _____
Business or Resident notified _____
Payment Rcvd _____
License issued and mailed out _____

Attachment: SUSPENSION Amuse. Lic 4276 Maple Rd attach 20220627 (RES-2022-672 : Amusement License for 4276 Maple Road, Papi Grande)

Notes from Review (5/4/20):
1. Final approval are for changes within the work area shown on the C-1 Plan. No other changes are authorized and all previous approvals conditions and notes remain in effect.
2. All refuse containers and roof top equipment, utility structures, meter boards, generators, RPZs and other similar appurtenances shall be appropriately screened with an approved fence, wall or landscaping.
Maple Road
Sweet Home Road
Building 'B'
4258
Building 'A'
4220 - 4224
Value City
Price Rite
Subway
Sunset Buffet
Lenscrafters
Leon
Studio One
Vacant
Tea Leaf
Building 'C'
AMC Theater
4276
Papi Grande
Conover
Conover Chiropractic
R-3
R-4
451
481
N
Legend
Site Analysis:
Total Site Area: 749,383 sf / 17.172 Acres
Building Areas:
Existing #4220 (A) Total: 104,000 sf / 2.388 Acres
- Value City
- Price Rite
- Subway
- Sunset Buffet
- Lenscrafters
- Leon Studio One
- Vacant Tenant
- Tea Leaf Cafe
Building #4258 (B) Total: 2,177 sf / 0.0499 Acres
- Taco Bell (Out-parcel)
Building #4276 (C) Total: 42,000 sf / 0.964 Acres
- AMC Theater
- Papi Grande
- Conover Chiropractic
Total Building Area: 144,177 sf / 3.401 Acres
Parking Calculations:
Existing Center Parking - 5 / 1000 net s.f. + 1 / 5 seats
4220 - 4224 Building (Existing To Remain): = 442
5 spaces per 1000 s.f. = 64
Additional Parking Req. (Restaurants): = 0
Building 'A' Total Spaces = 506
4258 Building (Existing To Remain): = 9
5 spaces per 1000 s.f. = 16
Additional Parking Req. (Restaurants): = 2
Building 'B' Total Spaces = 27
4276 Building (Removal For Sweep of Work):
42,000 s.f. (@ 40%) 5 spaces per 1000 s.f. = 170
Additional Parking Spaces Per Use:
AMC (1 per 5 seats)
792 Seats = 159
Conover Chiropractic (1 per 150 gfa):
No Additional Parking Required = N/A
Papi Grande (5 per 1,000 sf + 1 per 5 seats)
Interior - 320 Seats (1 per 5 seats) = 24
Existing Patio - 85 seats (1 per 5 seats) = 17
Interior Patio Expansion 51 seats (1 per 5 seats) = 10
Exterior Patio Expansion 24 seats (1 per 5 seats) = 5
Papi Grande Total Parking Spaces Required = 56
Building 'C' Total Spaces = 482
Total Parking Requirements = 538
Location of Work
Papi Grande
Sidewalk
Curb
Asphalt
Concrete
Proposed Grade
Existing Grade
Proposed Light
Existing Light
Proposed Tree
Existing Tree
Proposed Sign
Existing Sign
Proposed Fence
Existing Fence
Proposed Dumpster Enclosure
Existing Dumpster Enclosure
Proposed Bollard
Existing Bollard
Proposed Retaining Wall
Existing Retaining Wall
Proposed Handicap Parking Space
Existing Handicap Parking Space
Proposed Handicap Ramp
Existing Handicap Ramp
Proposed Concrete Pad
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PAPI GRANDE'S

4276 Maple Road Amherst, NY 14226

April 22, 2022

Town Clerk
5583 Main St
Williamsville, NY 14221

To whom it may concern,

I am writing in regard to Papi Grande's outdoor patio dining area, thatwe currently have covered with a tent. We want to make you aware of what our intended use for the tented patio area is. Under the tent we host birthday parties, work happy hours, stags, diaper parties, trivia nights, or other small get togethers, as well as having solo artists, 2-man or 3-man bands play.

In regard to the music, we do not do ticketed shows on the patio.

The tent serves multiple purposes for our small business. It gives us anextra dining area where people are able to host their small events, in a separate area, not overcrowding our indoor dining area. Covid, while starting to become less of a high alert, still has people consciousof large gatherings. We have been lucky to have this patio space to offer people the ability to have their parties with peace of mind about Covid. Another reason for having the tent over the patio is dueto the weather. The tent allows our guests to reserve the patio knowing that they can host their event, even if the weather does not cooperate. The tent also ensures the local musicians will not have their gigs canceled due to rain, something we had to do quite often before having the tent put up.

I understand there are rules and procedures that need to be followed and I am willing and looking forward to working with you to make all parties happy. I am not looking to turn my local restaurant into an event center. I want to be able to host the get togethers our loyal customers have come to enjoy at our establishment and are helping to keep Papi Grande's doors open for our 8th year.

Thank you for your time and understanding,

Jimmy Spano
Owner

Attachment: SUSPENSION Amuse. Lic 4276 Maple Rd attach 20220627 (RES-2022-672 : Amusement License for 4276 Maple Road, Papi Grande)

**Amherst Town Board**
5583 Main Street
Williamsville, NY 14221
**www.amherst.ny.us**

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Town Clerk
Initiated by: **Francina J. Spoth**
Co-Sponsored by:

DOC ID: 26082 **RESOLUTION 2022-671** **ADOPTED**

# Micro-Link, LLC V. Town of Amherst

**SUSPENSION AGENDA ITEM : June 27th, 2022**

**TO:** **Town Board**

**FROM:** **Stanley J. Sliwa, Esq., Town Attorney**

**DATE:** **June 27, 2022**

**RE:** **Micro-Link, LLC v. Town of Amherst**

**WHEREAS,** the Town of Amherst is involved in a jury trial in front of the Honorable Timothy J. Walker in a case called Micro-Link, LLC v. Town of Amherst; and

**WHEREAS,** Justice Walker is prohibiting Town Attorney Sliwa from interposing objections and co-counsel Marc W. Brown, Esq., is prohibiting Town Attorney Sliwa from making stipulations on the record; and

**THEREFORE, BE IT RESOLVED,** that the Town Board hereby authorizes Town Attorney Sliwa to also make objections on the record and to make stipulations.

**6/27/2022**
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

**FINANCIAL IMPACT:**

n/a

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Brian J. Kulpa, Supervisor |
| **SECONDER:** | Deborah Bruch Bucki, Councilmember |
| **AYES:** | Kulpa, Berger, Bucki, Lavin, Szukala |