Evans Town Board

At the work session of the Town Board of the Town of Evans, held at the Evans Town Hall, 8787 Erie Road, Angola, New York on Wednesday, December 15, 2014 there were:

PRESENT:	Paul T. Cooper	Councilman
	Keith E. Dash	Supervisor
ALSO PRESENT:	Lynn Krajacic	Town Clerk
	Diana A. Cafferty	Supervisor's Office
ABSENT:	Dennis Feldmann	Councilman

RESOLUTION 2014-336 Authorize Supervisor to sign agreement with Erie County Senior Services for Erie County Van

Supervisor Dash moved and Councilman Cooper seconded,

WHEREAS, the contract with the Erie County Transportation and Escort Services Contract is expiring on December 31, 2014; and

WHEREAS, the Board of the Town of Evans recognizes the need for transportation for the seniors of our community;

NOW THEREFORE BE IT RESOLVED, that the Evans Town Board authorizes the Supervisor to sign the Erie County Van contract for 2015 between the Erie County Senior Services and the Town of Evans.

VOTE RESULT: ADOPTED BY ROLL CALL
Councilman Feldmann-absent
Councilman Cooper-aye
Supervisor Dash- aye

RESOLUTION 2014-337 Issue a SEQR Negative Declaration for Phase 3 Roadway Project

Supervisor Dash moved and Councilman Cooper seconded,

WHEREAS, the Town of Evans is undertaking the Town of Evans Roadway Water Consolidation Phase 3 project, and

WHEREAS, the Phase 3 project encompasses the reconstruction of roadways on Laurel Street, Lancaster Avenue, Theodore Avenue, Walden Avenue, and Lake Breeze Road, and

WHEREAS, the Evans Town Board has classified the current action as a Unlisted Action under SEQR, and

WHEREAS, the Evans Town Board being the most local agency with permitting/funding authority has conducted a coordinated review and been established as Lead Agency, and

WHEREAS, the Evans Town Board has evaluated potential environmental impacts associated with the project and determined that the proposed project will not result in any significant environmental impacts.

NOW, THEREFORE BE IT

RESOLVED, that the Town Board of the Town of Evans issues a Negative Declaration under SEQR. (Addendum B)

BE IT FURTHER

RESOLVED, that a copy of this resolution be given to the Planning Office.

VOTE RESULT: ADOPTED BY ROLL CALL
Councilman Feldmann-absent
Councilman Cooper-aye
Supervisor Dash- aye

RESOLUTION 2014-338 Authorize Supervisor to sign Scope Change Authorization #1 with Wendel WD, Engineering, Surveying and Landscape Architecture, P.C.

Supervisor Dash moved and Councilman Cooper seconded,

RESOLVED, the Supervisor of the Town of Evans is hereby authorized to sign Scope Change Authorization #1 with Wendel WD, Engineering, Surveying and Landscape Architecture, P.C dated August 11, 2014 for additional design and construction administration services related to Sturgeon Point Bluffs, Phase 1, subject to the approval of the Director of Finance and the Town Attorney.

VOTE RESULT: ADOPTED BY ROLL CALL
Councilman Feldmann-absent
Councilman Cooper-aye
Supervisor Dash- aye

RESOLUTION 2014-339 Award Bid for Collection, Hauling & Disposal of Mixed Municipal Solid Waste

Supervisor Dash moved and Councilman Cooper seconded,

WHEREAS: the Town Board of the Town of Evans has solicited proposals for providing the Town with services for the pickup, hauling and disposal of waste refuse and recyclables; and

WHEREAS: the Town Clerk of the Town of Evans advertised to solicit such proposals; and

WHEREAS: in response thereto certain sealed proposals were received and were opened on December 15, 2014, pursuant to such advertisement; and

WHEREAS: Republic Services submitted by Allied Waste Services of North America, LLC D/B/A Allied Waste Services of Buffalo/Republic Services of Buffalo was the only company to submit a proposal

THEREFORE BE IT RESOLVED: the Town Board of the Town of Evans hereby accepts the proposal presented by Allied Waste Services of North America, LLC D/B/A Allied Waste Services of Buffalo/Republic Services of Buffalo, Alternate Item #1 for the provision of services for the pickup, hauling and disposal of waste refuse and recyclables, as detailed in the attached exhibit and specifications for the period January 1, 2015 through December 31, 2019. (Addendum A)

VOTE RESULT: ADOPTED BY ROLL CALL
Councilman Feldmann-absent
Councilman Cooper-aye
Supervisor Dash- aye

RESOLUTION 2014-340 Authorize Supervisor to sign Agreement with Republic Services Inc. D/B/A Allied Waste

Councilman Cooper moved and Supervisor Dash seconded,

RESOLVED: the Supervisor of the Town of Evans or his designee are hereby authorized to sign any necessary agreements with Allied Waste Services of North America, LLC D/B/A Allied Waste Services of Buffalo/Republic Services of Buffalo subject to the approval of the Town Attorney and the Director of Finance. This resolution should take effect immediately.

VOTE RESULT: ADOPTED BY ROLL CALL
Councilman Feldmann-absent
Councilman Cooper-aye
Supervisor Dash- aye

These minutes are an unofficial copy unless the original signature of the Town Clerk is affixed below. The original official paper minutes are stored in the Town's vault.

Respectfully Submitted,

Lynn M. Krajacic
Town Clerk

ALTERNATE ITEM 1

Description	Estimated Stops/Units	Annual Payment
Weekly Collection of Mixed Municipal Solid Waste, Yard Wastes, Bulky Wastes, Non-Commercial Construction and Demolition Debris and White Goods and Recyclables (***and the provision of containers for the collection of recyclables, each such container shall have a capacity of*** 14 (fourteen) ***gallons***) and provision of services herein to be supplied if service is to the Town of Evans. For Year 1, 2015, the unit price of One hundred & eighty-one Dollars and thirty-two Cents ($ 181.32) per Stop Annually	X 6,111 Stops = $	1,108,046.52

The CONTRACTOR will provide to the Town of Evans a dumpster/container of the size specified for the collection and disposal of wastes, other than recyclables, which shall be sufficient to provide that the same need not be emptied more frequently than once per week, unless otherwise specified, at the annual cost specified, to be prorated if service is to be other than for an entire year:

1) Town of Evans Senior Center, Sturgeon Point Road, of the following size 4 cu. yds. at a price of $1,524.00 per year; One thousand, five hundred & twenty four dollars
2) Town Hall, of the following size 4 cu. yds. at a price of $1,524.00 per year; One thousand, five hundred & twenty four dollars
3) Town Park, during the months from May through October, of the following size 6 cu. yds. at a price of $155.00 per month; One hundred & fifty-five dollars
4) Sturgeon Point Marina, during the months from May through October, of the following size 6 cu. yds. at a price of $155.00 per month; One hundred & fifty-five dollars
5) Town of Evans Highway Department, of the following size 8 cu. yds. at a price of $2,172.00 per year; Two thousand, one hundred & seventy-two dollars
6) Town of Evans Water Department, of the following size 4 cu. yds. at a price of $1,524.00 per year; One thousand, five hundred & twenty four dollars

The Town may request, the CONTRACTOR shall supply additional dumpsters/containers for the collection and disposal of wastes other than recyclables, or the Town may request the deletion of such dumpsters/containers for the collection and disposal of wastes other than recyclables, at the following annual prices, which prices shall be prorated as of the time such request is made:

Dumpster/Container Size:	Annual Cost:
2 cu. yd	$1,152.00 (one thousand, one hundred & fifty-two dollars)
4 cu. yd	$1,524.00 (One thousand, five-hundred & twenty four dollars)
6 cu. yd	$1,860.00 (one thousand, eight-hundred & sixty dollars)
8 cu yd	$2,172.00 (two thousand, one-hundred & seventy-two dollars)
10 cu yd	$2,448.00 (two thousand, four hundred & forty-eight dollars)

The CONTRACTOR will provide to the Town of Evans a recyclable dumpster/container of the size specified, which shall be sufficient to provide that the same need not be emptied more frequently than once per week, unless otherwise specified, at the annual cost specified, to be prorated if service is to be other than for an entire year:

1) Town of Evans Senior Center, Sturgeon Point Road, of the following size 4 cu. yd. at a price of $623.52 per year; Six hundred & twenty-three dollars and fifty-two cents
2) Town Hall, of the following size 4 cu. yd. at a price of $623.52 per year; Six hundred & twenty-three dollars and fifty-two cents
3) Town Park, during the months from May through October, of the following size 4 cu. yd. at a price of $51.96 per month; Fifty-one dollars and ninety-six cents
4) Sturgeon Point Marina, during the months from May through October, of the following size 4 cu. yd. at a price of $51.96 per month; Fifty-one dollars and ninety-six cents
5) Town of Evans Highway Department, of the following size 4 cu. yd. at a price of $623.52 per year; Six hundred & twenty-three dollars and fifty-two cents
6) Town of Evans Water Department, of the following size 4 cu. yd. ~~One hundred & fifty-five~~ at a price of $623.52 per year; Six hundred & twenty-three dollars and fifty-two cents

The Town may request, the CONTRACTOR shall supply additional dumpsters/containers for the collection of recyclables, or the Town may request the deletion of such dumpsters/containers for the collection of recyclables, at the following annual prices, which prices shall be prorated as of the time such request is made:

Dumpster/Container Size:	Annual Cost:
4 cu. yd.	$623.52 (six hundred & twenty-three dollars, fifty-two cents)

All Collection of Mixed Municipal Solid Waste, Yard Wastes, Bulky Wastes, Non-Commercial Construction and Demolition Debris and White Goods and Recyclables and all items and material to be collected under the terms of the proposed contract shall be collected, in each area serviced, on the same day.

CONTRACTOR will supply to the Town of Evans, upon written request, as from time to time made, such curbside recycling containers having a capacity of 14 gallons as may be requested during the term of this Contract or any renewal at a price of $ 8.50 (eight dollars & 50 cents) for each such curbside recycling container.

For informational purposes and not to affect the above unit price, Solid Waste Management Facility(ies) which will be utilized for the disposal of Mixed Municipal Solid, Yard Wastes, Bulky Wastes, Non-Commercial Construction and Demolition Debris and White Goods, shall be

Covanta Niagara Company	$37.50 (thirty-seven dollars and fifty cents)
NAME	per ton charge to CONTRACTOR
100 Energy Blvd. at 56th Street, Niagara Falls, NY 14304	
ADDRESS	
NAME	per ton charge to CONTRACTOR
ADDRESS	
NAME	per ton charge to CONTRACTOR
ADDRESS	

For informational purposes and not to affect the above unit price, Material Recovery Facility(ies) which will be utilized for the disposal of Recyclables, shall be

Allied Waste Materials Recovery Facility	No Charge
NAME	per ton charge to CONTRACTOR
2299 Kenmore Avenue, Kenmore, NY 14217	
ADDRESS	
NAME	per ton charge to CONTRACTOR
ADDRESS	
NAME	per ton charge to CONTRACTOR
ADDRESS	

ALTERNATE ITEM 2

Description	Estimated Stops/Units	Annual Payment
Weekly collection of Mixed Municipal Solid Waste, Yard Wastes, Bulky Wastes, Non-Commercial Construction and Demolition Debris and White Goods and biweekly Collection of Recyclables (***and the provision of containers for the collection of recyclables, each such container shall have a capacity of*** 14 (fourteen) ***gallons***) and provision of services herein to be supplied if service is to the Town of Evans. For Year 1, 2015, the unit price of One hundred & seventy-three Dollars and eighty-eight Cents ($ 173.88) per Stop Annually	X 6,111 Stops = $	1,062,580.68

The CONTRACTOR will provide to the Town of Evans a dumpster/container of the size specified for the collection and disposal of wastes, other than recyclables, which shall be sufficient to provide that the same need not be emptied more frequently than once per week, unless otherwise specified, at the annual cost specified, to be prorated if service is to be other than for an entire year:

1) Town of Evans Senior Center, Sturgeon Point Road, of the following size 4 cu. yds. at a price of $1,524.00 per year; One thousand, five hundred & twenty four dollars
2) Town Hall, of the following size 4 cu. yds. at a price of $1,524.00 per year; One thousand, five hundred & twenty-four dollars
3) Town Park, during the months from May through October, of the following size 6 cu. yds. at a price of $155.00 per month; One hundred & fifty-five dollars
4) Sturgeon Point Marina, during the months from May through October, of the following size 6 cu. yds. at a price of $155.00 per month; One hundred & fifty-five dollars
5) Town of Evans Highway Department, of the following size 8 cu. yds. at a price of $2,172.00 per year; Two thousand, one hundred & seventy-two dollars
6) Town of Evans Water Department, of the following size 4 cu. yds. at a price of $1,524.00 per year; One thousand, five hundred & twenty-four dollars

The Town may request, the CONTRACTOR shall supply additional dumpsters/containers for the collection and disposal of wastes other than recyclables, or the Town may request the deletion of such dumpsters/containers for the collection and disposal of wastes other than recyclables, at the following annual prices, which prices shall be prorated as of the time such request is made:

Dumpster/Container Size:	Annual Cost:
2 cu. yd	$1,152.00 (one thousand one hundred & fifty-two dollars)
4 cu. yd	$1,524.00 (one thousand, five hundred & twenty-four dollars
6 cu. yd	$1,860.00 (one thousand, eight hundred & sixty dollars)
8 cu yd	$2,172.00 (two thousand one hundred & seventy-two dollars)
10 cu yd	$2,448.00 (two thousand four hundred & forty-eight dollars)

The CONTRACTOR will provide to the Town of Evans a recyclable dumpster/container of the size specified, which shall be sufficient to provide that the same need not be emptied more frequently than once per week, unless otherwise specified, at the annual cost specified, to be prorated if service is to be other than for an entire year:

1) Town of Evans Senior Center, Sturgeon Point Road, of the following size 4 cu. yds. at a price of $623.52 per year; Six hundred & twenty-three dollars and fifty-two cents
2) Town Hall, of the following size 4 cu. yds. at a price of $623.52 per year; Six hundred & twenty-three dollars and fifty-two cents
3) Town Park, during the months from May through October, of the following size 4 cu. yds. at a price of $51.96 per month; Fifty-one dollars and ninety-six cents
4) Sturgeon Point Marina, during the months from May through October, of the following size 4 cu. yds. at a price of $51.96 per month; Fifty-one dollars and ninety-six cents
5) Town of Evans Highway Department, of the following size 4 cu. yds. at a price of $623.52 per year; Six hundred & twenty-three dollars and fifty-two cents
6) Town of Evans Water Department, of the following size 4 cu. yds. at a price of $623.52 per year; Six hundred & twenty-three dollars and fifty-two cents

The Town may request, the CONTRACTOR shall supply additional dumpsters/containers for the collection of recyclables, or the Town may request the deletion of such dumpsters/containers for the collection of recyclables, at the following annual prices, which prices shall be prorated as of the time such request is made:

Dumpster/Container Size:	Annual Cost:
4 cu. yd.	$623.52 (six hundred & twenty-three dollars, fifty-two cents

All Collection of Mixed Municipal Solid Waste, Yard Wastes, Bulky Wastes, Non-Commercial Construction and Demolition Debris and White Goods and Recyclables and all items and material to be collected under the terms of the proposed contract shall be collected, in each area serviced, on the same day of the week.

CONTRACTOR will supply to the Town of Evans, upon written request, as from time to time made, such curbside recycling containers having a capacity of 14 gallons gallons as may be requested during the term of this Contract or any renewal at a price of $8.50 (Eight dollars and 50 cents) for each curbside recycling container.

For informational purposes and not to affect the above unit price, Solid Waste Management Facility(ies) which will be utilized for the disposal of Mixed Municipal Solid, Yard Wastes, Bulky Wastes, Non-Commercial Construction and Demolition Debris and White Goods, shall be

Covanta Niagara Company NAME	$37.50 (thirty-seven dollars and fifty cents) per ton charge to CONTRACTOR
100 Energy Blvd. at 56th Street, Niagara Falls, NY 14304 ADDRESS	
NAME	per ton charge to CONTRACTOR
ADDRESS	
NAME	per ton charge to CONTRACTOR
ADDRESS	

For informational purposes and not to affect the above unit price, Material Recovery Facility(ies) which will be utilized for the disposal of Recyclables, shall be

Allied Waste Materials Recovery Facility NAME	No Charge per ton charge to CONTRACTOR
2299 Kenmore Avenue, Kenmore, NY 14217 ADDRESS	
NAME	per ton charge to CONTRACTOR
ADDRESS	
NAME	per ton charge to CONTRACTOR
ADDRESS	

ALTERNATE ITEM 3

Description	Estimated Stops/Units	Annual Payment
Weekly Collection of Mixed Municipal Solid Waste, Yard Wastes, Bulky Wastes, Non-Commercial Construction and Demolition Debris and White Goods and Recyclables (***and the provision of containers for the collection of recyclables, each such container shall have a capacity of _____ gallons***) and provision of services herein to be supplied if service is to the Town of Evans. For Year 1, 2015, the unit price of _____ Dollars and _____ Cents ($_____) per Stop Annually	X 6,111 Stops = $ No Proposal	

The CONTRACTOR will provide to the Town of Evans a dumpster/container of the size specified for the collection and disposal of wastes, other than recyclables, which shall be sufficient to provide that the same need not be emptied more frequently than once per week, unless otherwise specified, at the annual cost specified, to be prorated if service is to be other than for an entire year:

1) Town of Evans Senior Center, Sturgeon Point Road,
of the following size _____ at a price of _____ per year;
2) Town Hall,
of the following size _____ at a price of _____ per year;
3) Town Park, during the months from May through October,
of the following size _____ at a price of _____ per month;
4) Sturgeon Point Marina, during the months from May through October,
of the following size _____ at a price of _____ per month;
5) Town of Evans Highway Department,
of the following size _____ at a price of _____ per year;
6) Town of Evans Water Department,
of the following size _____ at a price of _____ per year;

The CONTRACTOR will provide to the Town of Evans a recyclable dumpster/container of the size specified, which shall be sufficient to provide that the same need not be emptied more frequently than once per week, unless otherwise specified, at the annual cost specified, to be prorated if service is to be other than for an entire year:

1) Town of Evans Senior Center, Sturgeon Point Road,
of the following size _____ at a price of _____ per year;
2) Town Hall,
of the following size _____ at a price of _____ per year;
3) Town Park, during the months from May through October,
of the following size _____ at a price of _____ per month;
4) Sturgeon Point Marina, during the months from May through October,
of the following size _____ at a price of _____ per month;
5) Town of Evans Highway Department,
of the following size _____ at a price of _____ per year;
6) Town of Evans Water Department,
of the following size _____ at a price of _____ per year;

IN ADDITION

The CONTRACTOR will provide to the Town of Evans a dumpster/container of the size specified for the collection and disposal of wastes, other than recyclables, which shall be sufficient to provide that the same need not be emptied more frequently than once per week, unless otherwise specified, at the annual cost specified, to be prorated if service is to be other than for an entire year:

1) Lake Erie Beach Volunteer Fire Company, Inc., 9483 Lake Shore Rd, Angola, NY 14006
of the following size _____at a NO ADDITIONAL COST per year;
2) Evans Center Volunteer Fire Company, Inc., 8298 Erie Rd, Angola, NY 14006
of the following size _____at a NO ADDITIONAL COST per year;

The CONTRACTOR will provide to the Town of Evans a recyclable dumpster/container of the size specified, which shall be sufficient to provide that the same need not be emptied more frequently than once per week, unless otherwise specified, at the annual cost specified, to be prorated if service is to be other than for an entire year:

1) Lake Erie Beach Volunteer Fire Company, Inc., 9483 Lake Shore Rd, Angola, NY 14006
of the following size _____at a NO ADDITIONAL COST per year;
2) Evans Center Volunteer Fire Company, Inc., 8298 Erie Rd, Angola, NY 14006
of the following size _____at a NO ADDITIONAL COST per year;

The Town may request, the CONTRACTOR shall supply additional dumpsters/containers for the collection and disposal of wastes other than recyclables, or the Town may request the deletion of such dumpsters/containers for the collection and disposal of wastes other than recyclables, at the following annual prices, which prices shall be prorated as of the time such request is made:

Dumpster/Container Size:	Annual Cost:
_____	_____
_____	_____
_____	_____

The Town may request, the CONTRACTOR shall supply additional dumpsters/containers for the collection of recyclables, or the Town may request the deletion of such dumpsters/containers for the collection of recyclables, at the following annual prices, which prices shall be prorated as of the time such request is made:

Dumpster/Container Size:	Annual Cost:
_____	_____
_____	_____
_____	_____

All Collection of Mixed Municipal Solid Waste, Yard Wastes, Bulky Wastes, Non-Commercial Construction and Demolition Debris and White Goods and Recyclables and all items and material to be collected under the terms of the proposed contract shall be collected, in each area serviced, on the same day.

CONTRACTOR will supply to the Town of Evans, upon written request, as from time to time made, such curbside recycling containers having a capacity of _____ gallons as may be requested during the term of this Contract or any renewal at a price of $ _____ for each such curbside recycling container.

For informational purposes and not to affect the above unit price, Solid Waste Management Facility(ies) which will be utilized for the disposal of Mixed Municipal Solid, Yard Wastes, Bulky Wastes, Non-Commercial Construction and Demolition Debris and White Goods, shall be

NAME	per ton charge to CONTRACTOR
ADDRESS	
NAME	per ton charge to CONTRACTOR
ADDRESS	
NAME	per ton charge to CONTRACTOR
ADDRESS	

For informational purposes and not to affect the above unit price, Material Recovery Facility(ies) which will be utilized for the disposal of Recyclables, shall be

NAME	per ton charge to CONTRACTOR
ADDRESS	
NAME	per ton charge to CONTRACTOR
ADDRESS	
NAME	per ton charge to CONTRACTOR
ADDRESS	

ALTERNATE ITEM 4

Description	Estimated Stops/Units	Annual Payment
Weekly collection of Mixed Municipal Solid Waste, Yard Wastes, Bulky Wastes, Non-Commercial Construction and Demolition Debris and White Goods and biweekly Collection of Recyclables ***(and the provision of containers for the collection of recyclables, each such container shall have a capacity of*** 64 (sixty-four) or 48 (forty-eight) ***gallons)*** and provision of services herein to be supplied if service is to the Town of Evans. For Year 1, 2015, the unit price of One hundred & eighty nine Dollars and eighty-four Cents ($ 189.84) per Stop Annually	X 6,111 Stops = $	1, 160,112.24

The CONTRACTOR will provide to the Town of Evans a dumpster/container of the size specified for the collection and disposal of wastes, other than recyclables, which shall be sufficient to provide that the same need not be emptied more frequently than once per week, unless otherwise specified, at the annual cost specified, to be prorated if service is to be other than for an entire year:

1) Town of Evans Senior Center, Sturgeon Point Road, of the following size 4 cu. yds. at a price of $1,524.00 per year; One thousand, five hundred & twenty four dollars
2) Town Hall, of the following size 4 cu. yds. at a price of $1,524.00 per year; One thousand, five hundred & twenty four dollars
3) Town Park, during the months from May through October, of the following size 6 cu. yds. at a price of $155.00 per month; One hundred & fifty-five dollars
4) Sturgeon Point Marina, during the months from May through October, of the following size 6 cu. yds. at a price of $155.00 per month; One hundred & fifty-five dollars
5) Town of Evans Highway Department, of the following size 8 cu. yds. at a price of $2,172.00 per year; Two thousand, one hundred & seventy-two dollars
6) Town of Evans Water Department, of the following size 4 cu. yds. at a price of $1,524.00 per year; One thousand, five hundred & twenty four dollars

The CONTRACTOR will provide to the Town of Evans a recyclable dumpster/container of the size specified, which shall be sufficient to provide that the same need not be emptied more frequently than once per week, unless otherwise specified, at the annual cost specified, to be prorated if service is to be other than for an entire year:

1) Town of Evans Senior Center, Sturgeon Point Road, of the following size 4 cu. yds. at a price of $623.52 per year; Six hundred & twenty-three dollars and fifty-two cents
2) Town Hall, of the following size 4 cu. yds. at a price of $623.52 per year; Six hundred & twenty-three dollars and fifty-two cents
3) Town Park, during the months from May through October, of the following size 4 cu. yds. at a price of $51.96 per month; Fifty-one dollars and ninety-six cents
4) Sturgeon Point Marina, during the months from May through October, of the following size 4 cu. yds. at a price of $51.96 per month; Fifty-one dollars and ninety-six cents
5) Town of Evans Highway Department, of the following size 4 cu. yds. at a price of $623.52 per year; Six hundred & twenty-three dollars and fifty-two cents
6) Town of Evans Water Department, of the following size 4 cu. yds. at a price of $623.52 per year; Six hundred & twenty-three dollars and fifty-two cents

IN ADDITION

The CONTRACTOR will provide to the Town of Evans a dumpster/container of the size specified for the collection and disposal of wastes, other than recyclables, which shall be sufficient to provide that the same need not be emptied more frequently than once per week, unless otherwise specified, at the annual cost specified, to be prorated if service is to be other than for an entire year:

1) Lake Erie Beach Volunteer Fire Company, Inc., 9483 Lake Shore Rd, Angola, NY 14006
of the following size 2 cu. yds. at a NO ADDITIONAL COST per year;
2) Evans Center Volunteer Fire Company, Inc., 8298 Erie Rd, Angola, NY 14006
of the following size 2 cu. yds. at a NO ADDITIONAL COST per year;

The CONTRACTOR will provide to the Town of Evans a recyclable dumpster/container of the size specified, which shall be sufficient to provide that the same need not be emptied more frequently than once per week, unless otherwise specified, at the annual cost specified, to be prorated if service is to be other than for an entire year:

1) Lake Erie Beach Volunteer Fire Company, Inc., 9483 Lake Shore Rd, Angola, NY 14006
of the following size 1-96 gallon toter at a NO ADDITIONAL COST per year;
2) Evans Center Volunteer Fire Company, Inc., 8298 Erie Rd, Angola, NY 14006
of the following size 1-96 gallon toter at a NO ADDITIONAL COST per year;

The Town may request, the CONTRACTOR shall supply additional dumpsters/containers for the collection and disposal of wastes other than recyclables, or the Town may request the deletion of such dumpsters/containers for the collection and disposal of wastes other than recyclables, at the following annual prices, which prices shall be prorated as of the time such request is made:

Dumpster/Container Size:	Annual Cost:
2 cu. yd	$1,152.00 (one thousand one hundred & fifty-two dollars
4 cu. yd	$1,524.00 (One thousand, five-hundred & twenty four dollars)
6 cu. yd	$1,860.00 (one thousand, eight hundred & sixty dollars)

The Town may request, the CONTRACTOR shall supply additional dumpsters/containers for the collection of recyclables, or the Town may request the deletion of such dumpsters/containers for the collection of recyclables, at the following annual prices, which prices shall be prorated as of the time such request is made:

Dumpster/Container Size:	Annual Cost:
96 gallon toter	$72.00 (seventy-two dollars)
4 cu. yd.	$623.52 (six hundred & twenty-three dollars, fifty-two cents

All Collection of Mixed Municipal Solid Waste, Yard Wastes, Bulky Wastes, Non-Commercial Construction and Demolition Debris and White Goods and Recyclables and all items and material to be collected under the terms of the proposed contract shall be collected, in each area serviced, on the same day of the week.

CONTRACTOR will supply to the Town of Evans, upon written request, as from time to time made, such curbside recycling containers having a capacity of 64 gallon (sixty-four) gallons as may be requested during the term of this Contract or any renewal at a price of $ $65.00 (Sixty-five dollars) for each curbside recycling container.

For informational purposes and not to affect the above unit price, Solid Waste Management Facility(ies) which will be utilized for the disposal of Mixed Municipal Solid, Yard Wastes, Bulky Wastes, Non-Commercial Construction and Demolition Debris and White Goods, shall be

Covanta Niagara Company	$37.50 (thirty-seven dollars and fifty cents)
NAME	per ton charge to CONTRACTOR
100 Energy Blvd. at 56th Street, Niagara Falls, NY 14304	
ADDRESS	
NAME	per ton charge to CONTRACTOR
ADDRESS	
NAME	per ton charge to CONTRACTOR
ADDRESS	

For informational purposes and not to affect the above unit price, Material Recovery Facility(ies) which will be utilized for the disposal of Recyclables, shall be

Allied Waste Materials Recovery Facility	No Charge
NAME	per ton charge to CONTRACTOR
2299 Kenmore Avenue, Kenmore, NY 14217	
ADDRESS	
NAME	per ton charge to CONTRACTOR
ADDRESS	
NAME	per ton charge to CONTRACTOR
ADDRESS	

The above unit prices shall include all labor, materials, overhead, taxes, profit, insurance, etc., to complete the finished work called for.

NOTE: (Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

Proposing Party acknowledges receipt of the following Addenda:

Addendum No.	Date	Addendum No.	Date
Addendum 1	Dec. 10, 2014		

The Proposing Party agrees that this proposal shall be firm and may not be withdrawn for a period of ninety (90) calendar days after the scheduled time for receiving proposals.

Upon receipt of written notice of the acceptance of this proposal, the Proposing Party will execute the formal Contract attached within seven (7) days, and deliver the insurance and bonds as required in the Information of Proposing Parties and permits required herein at that time.

The Town of Evans reserves the right to accept any Alternate, and further reserves the right to reject any and all Alternates, or to accept any Alternate deemed to be for the best interest of the Town of Evans.

The undersigned acknowledges that an authorized representative of the Proposing Party is aware of the nature and the scope of the work to be performed under this Contract.

Name of person, firm, or corporation making proposal:

NAME: Allied Waste Services of North America LLC. dba Allied Waste Services of Buffalo// Republic Services of Buffalo

(Print or type name: Bruce Stanas

TITLE Area Municipal Services Manager

TELEPHONE NUMBER: 508-786-7017

P.O. ADDRESS: 385a Dunstable Road, Tyngsboro, MA 01879

DATE: December 13, 2014

617.20
Appendix B
Short Environmental Assessment Form

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

Town of Evans

Name of Action or Project:
Waterline Access Roadway Improvements, Phase 3

Project Location (describe, and attach a location map):
Town of Evans, Erie County

Brief Description of Proposed Action:
Reconstruction of 5 roads in the Town of Evans including full depth pavement reconstruction, grading, drainage, establishing turf, signs and striping. The 5 roads include:
1. Laurel Street - 595 LF from Waterman Street to dead end.
2. Lancaster Avenue - 1,230 LF from Lake Shore Road to Redwing Road.
3. Theodore Avenue - 630 LF from NY Route 5 to dead end.
4. Walden Avenue - 640 LF from NY Route 5 to dead end.
5. Lake Breeze Road - 1,550 LF from Old Lakeshore Rd to Central Avenue.

Name of Applicant or Sponsor:	Telephone: (716) 549-8787
Town of Evans	E-Mail: keith@townofevans.org

Address:
8787 Erie Road

City/PO:	State:	Zip Code:
Angola	NY	14006

	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 governmental Agency? If Yes, list agency(s) name and permit or approval: Highway Work Permit- Erie County of Public Works, NYSDOT, NYSDEC	☐	☑

3.a. Total acreage of the site of the proposed action? 3.41 acres
b. Total acreage to be physically disturbed? 3.41 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? >3.41 acres

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

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

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES
If Yes, identify: _____	☑	☐
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation service(s) available at or near the site of the proposed action?	☐	☑
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	☐	☑
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES
If the proposed action will exceed requirements, describe design features and technologies: Not applicable	☑	☐
10. Will the proposed action connect to an existing public/private water supply?	NO	YES
If No, describe method for providing potable water: Not applicable	☑	☐
11. Will the proposed action connect to existing wastewater utilities?	NO	YES
If No, describe method for providing wastewater treatment: Not applicable	☑	☐
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	☑	☐
b. Is the proposed action located in an archeological sensitive area?	☑	☐
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: _____		

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 plain?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes, a. Will storm water discharges flow to adjacent properties? ☐ NO ☑ YES	☐	☑
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? ☐ NO ☑ YES		
If Yes, briefly describe: Generally, existing drainage patterns will be maintained. Open drainage will be installed on Walden, Theodore and Lancaster. Closed and open drainage will be installed on Laurel and Lake Breeze.		

	NO	YES
18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	☑	☐
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 AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor name: Sandra L. Brant, Director of Planning Date: 08/27/14

Signature: Sandra L. Brant

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☑	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☑	☐
3. Will the proposed action impair the character or quality of the existing community?	☑	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☑	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☑	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☑	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☑	☐
b. public / private wastewater treatment utilities?	☑	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☑	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☑	☐

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☑	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☑	☐

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

There are areas of potential federal wetlands adjacent to some of the roadways. All work that potentially would extend into wetlands will be less than 0.1 acres, and will be conducted in conformance with the terms and conditions of the U.S. Army Corps of Engineers Nationwide Permit #14-Linear Transportation Projects.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Evans Town Board	12-15-14
Name of Lead Agency	Date
Keith E. Dash	Supervisor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Keith E. Dash	Sandra J. Brautt, Director of Planning
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

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