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, July 10, 2023 | **3:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

II. INVOCATION

Supervisor Kulpa

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

3:00 PM Meeting called to order on July 10, 2023 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Organization	Title	Status	Arrived
Brian J. Kulpa	Town of Amherst	Supervisor	Present	
Deborah Bruch Bucki	Town of Amherst	Deputy Supervisor	Present	
Jacqualine Berger	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	
Martin A. Polowy	Town of Amherst	Town Attorney	Present	
Daryl Bramer	Town of Amherst	Comptroller	Present	
Patrick G. Lucey	Town of Amherst	Highway Superintendent	Present	
Emily Murphy	Town of Amherst	Assessor	Present	
Lynda Juul	Town of Amherst	Director of Finance	Present	
Dan Howard	Town of Amherst	Planning Director	Present	
Mark S. Berke	Town of Amherst	Building Commissioner	Present	
Mary Diana	Town of	Exec. Dir. of Youth &	Present	

Pouli	Amherst	Recreation Departments		

V. MINUTES APPROVAL

1. Tuesday, June 20, 2023

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

Councilmember Shawn Lavin recognized Dennis Henesey (Central Amherst Little League)

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

VIII. DEVELOPMENT REVIEW ACTIONS

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 (6)

3. Amherst Community Diversity Commission (4)

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 (4)

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 (1)**

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**

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 (7)**

24. **Planning Board**
    Membership is full.

25. **Recreation Commission (1)**

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

27. **Senior Services Advisory Board (7)**

28. Traffic Safety Board

Membership is full.

29. Youth Board

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 Bucki and unanimously approved 5-0. Public Expression was opened at 3:06 PM.

The following speakers addressed the Town Board:
Cynthia Frame-Endres, 2861 Tonawanda Creek Rd - disapproves of moving the museum and possible development of the site
Samantha Smith, 60 Fruehauf Ave - rezoning process and building safety issue at 4548 & 4564 Main Street
Christine Lenz, 64 Chateau Ter E - traffic issues with Park School and neighborhood
Bob & Lisa Drdul, 92 Chateau Ter - traffic issues with Park School and neighborhood

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. Public Expression was closed at 3:26 PM.

XI. CONSENT AGENDA

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

B. DEPUTY SUPERVISOR BUCKI:

C. COUNCILMEMBER BERGER:

1. Resolution 2023-586

Blazestack Fire Investigation Software Contract

WHEREAS, the Amherst Fire Inspectors Office proposes the purchase of Blazestack Fire Investigation software contract for documentation and record keeping; and

WHEREAS the software would aid the Amherst Fire Inspector office to properly document and record fire investigation reports.

NOW, THEREFORE, BE IT RESOLVED that the Town Board approves the transfer not to

exceed $3,300.00 from Avoidable Alarm Fund T2999.4002 for the purchase of Blazestack Fire Investigation Software contract.

7/10/2023
A motion to approve was made by Councilmember Berger, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

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

D. COUNCILMEMBER LAVIN:

E. COUNCILMEMBER SZUKALA:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2023-587

Highway Vehicles and Equipment - 15YPPU (Bond Resolution - $900,000)

AGENDA ITEM : JULY 10th, 2023

TO: **Town Board**

FROM: **Martin A. Polowy, Esq., Town Attorney**

DATE: **July 5, 2023**

RE: **Highway Vehicles and Equipment - 15YPPU**
2023-2028 C.I.P. - Project H-1
Bond Resolution - $900,000

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

(1) Adopt the attached bond resolution authorizing the issuance of $900,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

MAP:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(*w/attachments*, **Agenda Item - July 10, 2023**)
Daryl C. Bramer, Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Patrick G. Lucey, Highway Superintendent (*w/attachments*)

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 5-0.

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

2. Resolution 2023-588

Playground Safety Equipment and Surface Improvements (Bond Resolution - $250,000)

AGENDA ITEM : JULY 10th, 2023

TO: **Town Board**

FROM: **Martin A. Polowy, Esq., Town Attorney**

DATE: **July 5, 2023**

RE: **Playground Safety Equipment and Surface Improvements**
2023-2028 C.I.P. - Project YR-6B
Bond Resolution - $250,000

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $250,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

MAP:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, **Agenda Item - July 10, 2023**)
Daryl C. Bramer, Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Mary-Diana Pouli, Executive Director, Youth and Recreation (*w/attachments*)
Jessica Boudreau, PE, Project Manager (*w/attachments*)

7/10/2023
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved via Roll Call vote 5-0.

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

3. Resolution 2023-589

Central Amherst Little League Ballfield Lighting Improvements (Bond Resolution - $250,000)

AGENDA ITEM : JULY 10th, 2023

TO: **Town Board**

FROM: **Martin A. Polowy, Esq., Town Attorney**

DATE: **July 5, 2023**

RE: **Central Amherst Little League Ballfield Lighting Improvements**
2023-2028 C.I.P. - Project YR-17A
Bond Resolution - $250,000

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

(1) Adopt the attached SEQR Negative Declaration - Determination of Non-Significance for the above project as determined by the Town of Amherst Planning Department and authorize the Supervisor to execute the same; and

(2) Adopt the attached bond resolution authorizing the issuance of $250,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

MAP:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, **Agenda Item - July 10, 2023**)
Daryl C. Bramer, Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Brian J. Armstrong, EIT, Director, Engineering Services (*w/attachments*)

7/10/2023
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved via Roll Call vote 5-0.

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

4. Resolution 2023-590

Highway Vehicles and Equipment - 5YPPU (Bond Resolution - $100,000)

AGENDA ITEM : JULY 10th, 2023

TO: **Town Board**

FROM: **Martin A. Polowy, Esq., Town Attorney**

DATE: **July 5, 2023**

RE: Highway Vehicles and Equipment - 5YPPU
2023-2028 C.I.P. - Project H-1
Bond Resolution - $100,000

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

(1) Adopt the attached bond resolution authorizing the issuance of $100,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

MAP:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(*w/attachments*, **Agenda Item - July 10, 2023**)
Daryl C. Bramer, Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Patrick G. Lucey, Highway Superintendent (*w/attachments*)

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 5-0.

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

5. Resolution 2023-591

Townwide Curbing Replacement (Bond Resolution - $50,000)

AGENDA ITEM : JULY 10th, 2023

TO: Town Board

FROM: Martin A. Polowy, Esq., Town Attorney

DATE: July 5, 2023

RE: Townwide Curbing Replacement
2023-2028 C.I.P. - Project H-4
Bond Resolution - $50,000

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $50,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

MAP:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, **Agenda Item - July 10, 2023**)
Daryl C. Bramer, Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Patrick G. Lucey, Highway Superintendent (*w/attachments*)
Dominic Creamer, General Crew Chief (*w/attachments*)

7/10/2023
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved via Roll Call vote 5-0.

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

6. Resolution 2023-592

WPCF Multi-Project Bond (OCPH - $1.325M) (3 Projects)

AGENDA ITEM : JULY 10TH, 2023

TO: **Town Board**

FROM: **Martin A. Polowy, Esq., Town Attorney**

DATE: **July 5, 2023**

RE: **Cryogenic Oxygen Plant Replacement Design**
2023-2028 CIP Project E-10 ($350,000)

Building Equipment and Infrastructure - Phase 4
2023-2028 CIP Project E-12 ($800,000)

HVAC Facility Improvements - Phase 5
2023-2028 CIP Project E-13 ($175,000)

Order Calling Public Hearing - $1.325M (3 Projects)

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on July 24, 2023 at 7:00 p.m.

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

Thank you.

MAP:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - July 10, 2023**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachment*)
Michael Poslinski, Senior Engineer Assistant (*w/attachment*)

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

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

7. Resolution 2023-593

Sewer Building Improvements and Demolition - Re-Adopt OCPH (OCPH - $185,000)

AGENDA ITEM : JULY 10th, 2023

TO: **Town Board**

FROM: **Martin A. Polowy, Esq., Town Attorney**

DATE: **July 5, 2023**

RE: **2023 Engineering Department Sewer Building Improvements and Demolition**
2023 CIP Project No. F-6
Order Calling Public Hearing - $185,000

The attached request appeared on the June 20th Town Board agenda and was approved by scheduling a Public Hearing for the project on July 10, 2023 at 3:00 p.m.

Due to publication requirements, this Public Hearing must be rescheduled and held on July 24th, 2023 @ 7:00 p.m.

In this regard, kindly re-adopt the attached Order Calling Public Hearing regarding the above matter by scheduling the Public Hearing for July 24th, 2023 @ 7:00 p.m.

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

Thank you.

MAP:nmb
Attachment
c: Tim Koller, Deputy Town Clerk *(w/attachment*, **Agenda Item - July 10, 2023**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachment*)
Vaishali Reberholt, PE, Assistant Town Engineer (*w/attachment*)
Anne Dafchik, AIA, NCARB, Architect (*w/attachment*)
Daniel Rizzo, Director of Facilities (*w/attachments*)

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

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

B. TOWN CLERK:

1. Resolution 2023-594

Fireworks Permit - Country Club of Buffalo

Request for a fireworks permit on August 12, 2023 at approx. 9:45 PM 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 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 substitute shooters list be submitted five (5) or more days prior to the event. Submitted shooters are Jerry Behlau and David Sinon.
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 certified crowd managers.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

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

2. Resolution 2023-595

New Firefighter for Main-Transit Fire Department

New firefighter for the Main-Transit Fire Department lives in the Town of Amherst and resides within the Main-Transit fire district.

Eunji Ha
12 Patrice Terrace
Williamsville, NY 14221

7/10/2023

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

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

3. Resolution 2023-596

New Firefighter for East Amherst Fire Department

New firefighter for the East Amherst Fire Department lives in the Town of Amherst and works in the fire district.

Kyle Schraufstetter
24 Gray Birch Ct
East Amherst, NY 14051

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

E. CENTRAL ALARM:

1. Resolution 2023-597

Radio Repair and Labor Agreement CRS #4161

Request the Supervisor sign a sole source agreement with Saia Communications Inc. for parts and labor for repair and service of Fire and Police radio systems.

7/10/2023

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

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

F. COMPTROLLER:

1. Resolution 2023-598

Budget Transfers and Amendments

For July 10, 2023 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 7/5/2023
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 - 2023

FROM:	***TO:***
KP2302.4972 Construction $3,795.00	KP2302.2750 Building Acquisition $3,795.00

To transfer funds in KP2302 30 S. Cayuga for attorney closing costs.

BUDGET AMENDMENTS - 2023

INCREASE:	***INCREASE:***
A3310.02680 Traffic Control - Insurance Reimb. $45,000	A3310.4430 Miscellaneous $45,000

To recognize insurance proceeds and increase expenditures for repairs of signal.

KP2101.02720 Donations $100,000	KP2101.4972 Construction $100,000

To recognize donations from Russell J. Foundation for KP2101 Recreation Area Improvements.

N2240.02785 AMH Home - PI $8,059.50	N2240.4000 Contractual $8,059.50
N2254.02785 Amherst Home Admin- PI $895.50	N2254.4003 10 % Admin $895.50

To recognize Community Development program income from 105 Wayne, Amherst.

N0001.20085 Amherst HOME 21/22 $3,295,700	N2158.4000 Home ARP Rental $3,000,000
	N2159.4000 HOME ARP Supportive $120,000
	N2160.4000 HOME ARP Capacity Bldg. $90,700
	N2161.4000 HOME ARP Operating Assit. $85,000

To setup the budget for the substantial amendment for PY2021 Annual Allocation Plan HOME ARP, approved on Res 2023-569, CRS#4158.

A1620.02410 Rentals $30,610	A1620.4070 Utilities $6,150.00

A7120.02410 Rentals $24,000	A1620.4110 Contractual 300.00 A1950.4190 Taxes $3,709.55 A7120.4700 Gas $20,540.45 A7120.4710 Electric $3,150.00 A7120.4740 Water $2,000.00 A7120.4220 Buildings & Grounds $16,000.00 A7120.4110 Contractual $2,760.00

To recognize rental income from 30 S. Cayuga and Amherst Central Park and increase expenditures.

N1042.05002 Amh. Home - Health Ins. Contr. $1,921.08	N1042.8050 Health Insurance $1,921.08

To recognize 2st Qtr. 2023 employee health insurance contributions.

A1620.05001 Bldg- Refund of CY Exp $6,000.00	A1620.1200 Overtime $4,645.00 A1620.8030 FICA $355.00 A7145.4290 Rec Equip $1,000.00

To recognize revenue received from Harlem Rd. building damage proceeds and increase expenditures related to damage.

N2244.02785 Cheektowaga Housing Rehab - PI $450.00	N2244.4000 Contractual $450.00
N2249.02785 Cheektowaga Home Admin - PI $50.00	N2249.4003 10% Admin $50.00

To recognize Community Development program income from 347 Ellen, Cheektowaga.

N2223.02785 CDBG & Vg. - PI $3,795.76	N2223.4000 Contractual $3,795.76
N2225.02785 CDBG Admin. $948.94	N2225.1000 Personal Services $881.50 N2225.8030 FICA $67.44

To recognize Community Development program income from 1719 Wehrle, Amherst.

DECREASE:	***DECREASE:***
N0001.20085 Amherst HOME 21/22 $52,685	N2156.4000 HOME ARP Admin. $52,685

To adjust the budget for the substantial amendment for PY2021 Annual Allocation Plan HOME ARP, approved on Res 2023-569. Original budget was setup at $170,685.00.

7/10/2023

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

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

2. Resolution 2023-599

Re-Appointment of Outside Auditor - Contract Extension CRS #4123

BE IT RESOLVED that Drescher & Malecki, LLP be re-appointed by the Amherst Town Board as the Town's outside auditor through the fiscal year December 31, 2028.

Contract Extension #4123 has successfully completed the contract routing process.

7/10/2023

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

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

G. CONTRACT COMPLIANCE:

1. Resolution 2023-600

Award Bid #2023019 Bottled Water CRS #4138

WHEREAS, the Contract Compliance and Administration Department received bids on May 25, 2023 for Bottled Water; 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 Co., Inc.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with WB Mason Co., Inc.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

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

2. Resolution 2023-601

Amendment to Town Wide Sprinkler Inspection & Service - CRS #4151

WHEREAS, Bid #2023013 for Town Wide Sprinkler Inspection & Service was awarded to Davis-Ulmer Fire Protection on May 8, 2023 by Town Board resolution 2023-416; and

WHEREAS, the Contract Compliance and Administration Department is requesting approval of an amendment to the Town Wide Sprinkler Inspection & Service contract to add service for the Westwood location at 772 N. Forest Road (Amherst Central Park);

NOW, THEREFORE, BE IT RESOLVED, The Town Board approves the amendment to the Town Wide Sprinkler Inspection & Service contract; and

BE IT FURTHER RESOLVED, the Supervisor is authorized to sign the amendment with Davis-Ulmer Fire Protection.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

3. Resolution 2023-602

Award RFP #202208 Professional Construction Management Services CRS #4163 - 4169

WHEREAS, the Contract Compliance and Administration Department received proposals on December 1, 2022 for RFP #202208 - Professional Construction Management Services; and

WHEREAS, the RFP process resulted in responses from seven (7) vendors;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award the RFP to: ARC Building Partners (CRS #4163); Buffalo Construction Consultants, Inc. (CRS #4164); C&S Engineers, Inc. (CRS #4165); Campus Construction Management (CRS #4166); Guard Construction and Contracting Corp. (CRS #4167); LiRo Engineers, Inc. (CRS #4168) and Mensch Capital Partners, LLC (CRS #4169); and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the individual term agreements with each firm, pending successful completion of the Contract Routing System due to the fact that we are currently without a contract.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

4. Resolution 2023-603

Award Mini Bids for 1 Chevy Silverado 2500 and 1 Silverado 3500 CRS #4180 & 4181

WHEREAS, Contract Compliance issued Mini-Bids #13600 & 13602 through the NYS OGS Marketplace for a 2024 Chevrolet Silverado 2500 & 2024 Silverado 3500 Trucks;

WHEREAS, bids were received from four (4) vendors for the Silverado 2500 and three (3) vendors for the Silverado 3500 per the attached Mini-Bid Tabulation forms

NOW, THEREFORE, BE IT RESOLVED, that the Town Board authorizes the Mini-Bids both be awarded to Joe Basil Chevrolet for the low bid of $47,191.69 for one (1) 2024 Chevrolet Silverado 2500 and for the low bid of $55,044.04 for one (1) 2024 Chevrolet Silverado 3500; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contracts with Joe Basil Chevrolet, Inc., and

BE IT FURTHER RESOLVED, that the Town Board authorizes the Facilities Department to issue a purchase order for the above vehicles pending successful completion of the Contract Routing System due to the need to order the vehicles with the vendor as soon as possible.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

H. COURT:

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

K. ENGINEERING SERVICES:

L. FINANCE:

M. HIGHWAY

1. Resolution 2023-604

Scarifying and Cold Milling - CRS #4093

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on the Erie County Contract with Highway Rehabilitation Corp for scarifying and cold milling, BID # 230075-004 for the period 4/1/23 to 3/31/24 item number E417.01 for $4.67/sy and E417.0101 for $3.87/gal.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Amherst Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #4093) and the approval of the Town Attorney.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

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

N. HUMAN RESOURCES:

1. Resolution 2023-605

Police Officer/Police Department (17 Positions)

Please appoint eighteen (17) Police Officers to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII (c). Effective July 11, 2023 at an annual salary of $65,246 for David Balduf, Jonathan Bush, Joseph Byrne, Jessica Cavalleri, Shaniyah Crump, Kenneth Dowse, Michael Girling,

Joshua Goodwin, Michael Kubek, Joseph Karl, Alyssa Perk, Earl Perrin, III, Brittany Price, Jeffrey Randall, Brandt Sauers, Elias Tang and Matthew Till.

Contingent upon successful completion of all pre-employment requirements and Erie County Civil Service Rules and Regulations.

Replacing employees due to separations and retirements.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

2. Resolution 2023-606

Detective/Police Department

Please appoint a Detective to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective July 11, 2023 at an annual salary of $97,854 for David Awald.

This appointment fills a vacancy from a retirement and is a promotion for an employee serving as Police Officer.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

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

3. Resolution 2023-607

Sexual Harassment Prevention Policy and Sexual Harassment Prevention Training Program

WHEREAS, the Town of Amherst has had a formal "POLICY AGAINST UNLAWFUL DISCRIMINATION, HARASSMENT AND SEXUAL HARASSMENT" since January of 2000; and

WHEREAS, effective October 2018, New York State adopted legislation requiring all New York State employers to implement policies against sexual harassment and required employers to provide annual sexual harassment prevention training to all employees; and

WHEREAS, New York State established a model sexual harassment prevention policy and model sexual harassment prevention training program which the Town adopted and has implemented since 2018; and

WHEREAS, New York State has updated and revised both the model sexual harassment prevention policy and model sexual harassment prevention training program effective April 2023; and

WHEREAS, The Town's Director of Human Resources has revised the current Town of Amherst Sexual Harassment Prevention Policy and Sexual Harassment Prevention training program to reflect the changes and updates promulgated by New York State to ensure absolute compliance with New York State law relative to policies and training to prevent sexual harassment;

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby formally adopts the updated Town of Amherst Sexual Harassment Prevention Policy and Sexual Harassment Prevention training program in order to fully comport with New York State Law, effective immediately.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

O. INFORMATION TECHNOLOGY:

P. PLANNING:

Q. POLICE:

1. Resolution 2023-608

Williamsville Central School District (CRS #3969) School District Student Resource Officer Program

TOWN BOARD AGENDA ITEM: JULY 10, 2023

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: Williamsville Central School District (CRS #3969)
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, 2023 through June 30, 2024. Approval of this agreement is contingent upon the successful completion of the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: July 10, 2023)**

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

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

2. Resolution 2023-609

Police Service Dog Release & Waiver (CRS #4157) K9 Harley to Richard S. Caito

TOWN BOARD AGENDA ITEM: JULY 10, 2023

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: Police Service Dog Release & Waiver (CRS #4157)
K9 Harley to Richard S. Caito

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and Richard S. Caito with regard to the above-entitled matter. This agreement has successfully completed the Contract Routing Process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: July 10, 2023)**

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

3. Resolution 2023-610

Police Service Dog Release & Waiver (CRS #4174) K9 Droopy to Nicholas M. Scioli

TOWN BOARD AGENDA ITEM: JULY 10, 2023

TO: **Town Board**

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

RE: **Police Service Dog Release & Waiver (CRS #4174)**
K9 Droopy to Nicholas M. Scioli

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and Nicholas M. Scioli with regard to the above-entitled matter. This agreement has successfully completed the Contract Routing Process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: July 10, 2023)**

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

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

4. Resolution 2023-611

Request for Disposal of Obsolete Police Equipment Various Radar Units

TOWN BOARD AGENDA ITEM: JULY 10, 2023

To: **Town Board**

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

Re: **Request for Disposal of Obsolete Police Equipment Various Radar Units**

Kindly adopt a resolution authorizing the Police Department to dispose of the following departmental equipment:

- One (1) Decatur Genesis Radar Unit (Serial Number GHS1250): Equipment decommissioned in 2023;
- One (1) Kustom Falcon Radar Unit (Serial Number FH10162): Equipment decommissioned in 2023;
- One (1) Kustom Talon Radar Unit (Serial Number T1289): Equipment decommissioned in 2023; and
- One (1) Kustom HR-12 Radar Unit (Serial Number AA6499): Equipment decommissioned in 2023.

As there are no other appropriate uses for this equipment in any of the police department, we have deemed this equipment as obsolete. This request is made in accordance with the Town's Property Disposition Policy (TB Resolution #2011-1032).

Thank you.

SPC:msl
C: Tim Koller, Deputy Town Clerk *(Agenda Item: July 10, 2023)*

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

5. Resolution 2023-612

Travel & Training Request Introduction to Fire Investigation Course

TOWN BOARD AGENDA ITEM : JULY 10, 2023

TO: **Town Board**

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

RE: **Travel & Training Request**
Introduction to Fire Investigation Course

Kindly adopt a Resolution authorizing one (1) Officer to attend the above entitled training course. This course is being held in Montour Falls, New York on the following dates: July 16, 2023 to July 21, 2023, July 30, 2023 to August 4, 2023 and August 6, 2023 to August 11, 2023. A police department vehicle will be utilized to travel to and from this training. The cost for this course is approximately $1,578.59.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: July 10, 2023)**

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

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

6. Resolution 2023-613

Travel & Training Request FBI-LEEDA Command Leadership Institute Course

TOWN BOARD AGENDA ITEM : JULY 10, 2023

TO: **Town Board**

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

RE: **Travel & Training Request**
FBI-LEEDA Command Leadership Institute Course

Kindly adopt a Resolution authorizing one (1) Police Captain to attend the above entitled training course. This course is being held locally from July 10, 2023 to July 14, 2023. A police department vehicle will be utilized to travel to and from this training. The cost for this course is approximately $874.50.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: July 10, 2023)**

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

7. Resolution 2023-614

Travel & Training Request Commercial Vehicle Inspector Part a & B

TOWN BOARD AGENDA ITEM : JULY 10, 2023

TO: **Town Board**

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

RE: **Travel & Training Request**
Commercial Vehicle Inspector Part A & B

Kindly adopt a Resolution authorizing one (1) Senior Investigator to attend the above entitled training course. This course is being held in Albany, New York from July 30, 2023 to August 4, 2023 and August 13, 2023 to August 11, 2023. A police department vehicle will be utilized to travel to and from this training. The cost for this course is approximately $2,299.79.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: July 10, 2023)**

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

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

R. SENIOR SERVICES:

S. SEWER/PLANT 16:

1. Resolution 2023-615

Contract Agreement Extension - Fluid Kinetics CRS #4170

The Engineering Department, WPCF division is requesting the Town Board authorize the Supervisor to sign the attached contract extension agreement with Fluid Kinetics, Inc. The terms and conditions within the current executed contract, TOA Bid 2019031 Pentair/Myers Submersible Pumps will remain the same. This extension will be effective from August 14, 2023 through August 13, 2025.

Funds for this request are available in G9916-2600, G9916-4929 and KP 2136-4972.

This request has successfully completed the contract review process.

Thank you for considering this request.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

2. Resolution 2023-616

Lift Station Communication Hosting Agreement Extension Colacino Industries, Inc. CRS #4185

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Colacino Industries, Inc. The terms and conditions within the current Lift Station hosting Agreement will remain the same. This extension will be from the date of execution through July 09, 2024.

Funds for this request are available in G9916-4110.

This request has successfully completed the contract review process.

Thank you for considering this request.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

T. YOUTH AND RECREATION:

1. Resolution 2023-617

Management Agreement - CRS #4186

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Sunrise Ecology Services LLC to offer three weeks of an ecology summer camp program to residents of Amherst, pending successful completion of the contract routing process.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

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

2. Resolution 2023-618

Emergency Purchase Request #1 - R-22

Authorize the emergency purchase of 1,000 lbs. of R-22 to keep ice on the Feature Rink and NHL 1 at the Northtown Center from melting.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

3. Resolution 2023-619

Emergency Purchase Request #2 - R-22

Authorize the emergency purchase of 1,000 lbs. of R-22 to keep ice on the Feature Rink and NHL 1 at the Northtown Center from melting.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

4. Resolution 2023-620

Emergency Purchase - Audio Services

Authorize the Emergency Purchase of audio services for the town's Independence Day celebration due to illness.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2023-81

Request for Public Hearing - 5226 & 5228 Main Street

Request from Sean Hopkins, Esq. for a public hearing with respect to the rezoning of 5226 & 5228 Main Street from GB to TI-4.

This hearing has been scheduled for August 21st.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

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

2. Communication 2023-82

Request for Public Hearing - 1561-1703 Niagara Falls Boulevard

Request from James A. Boglioli, Esq. for a public hearing with respect to the rezoning of 1561-1703 Niagara Falls Boulevard from CTR-5 to SC.

This hearing has been scheduled for August 21st.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

3. Communication 2023-83

Request for Public Hearing - 1501-1551 Niagara Falls Boulevard

Request from James A. Boglioli, Esq. for a public hearing with respect to the rezoning of 1501-1551 Niagara Falls Boulevard from DC-3 to SC.

This hearing has been scheduled for August 21st.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

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

4. Communication 2023-84

Notice of Claim: Annmarie Roeder Vs. Town of Amherst

7/10/2023
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

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

5. Communication 2023-85

Notice of Claim: Lee Fang Vs. Town of Amherst

7/10/2023
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

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

6. Communication 2023-86

Amended Notice of Petition & Verified Petition: in the Matter of the Application of Fruehauf and Chateau Homeowners for a Clean Environment, Inc. Et Al Vs. Town of Amherst Et Al.

7/10/2023
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

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

XVI. PUBLIC IMPROVEMENT PERMITS

XVII. PUBLIC EXPRESSION #2

This is an opportunity for residents to comment on matters involving Amherst

other than those pertinent to Public Hearings that day. Speakers will be limited to 3 minutes.

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. Public Expression was opened at 3:39 PM.

The following speaker addressed the Town Board:
Samantha Smith, 60 Fruehauf Ave - questions about the proposed rezoning at 5226 & 5228 Main Street

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. Public Expression was closed at 3:41 PM.

XVIII. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The Town Board meeting of July 10, 2023 was adjourned at 3:42 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Councilmembers
Initiated by: **Jacqualine Berger**
Co-Sponsored by:

DOC ID: 27728 **RESOLUTION 2023-586** **ADOPTED**

Blazestack Fire Investigation Software Contract

WHEREAS, the Amherst Fire Inspectors Office proposes the purchase of Blazestack Fire Investigation software contract for documentation and record keeping; and

WHEREAS the software would aid the Amherst Fire Inspector office to properly document and record fire investigation reports.

NOW, THEREFORE, BE IT RESOLVED that the Town Board approves the transfer not to exceed $3,300.00 from Avoidable Alarm Fund T2999.4002 for the purchase of Blazestack Fire Investigation Software contract.

7/10/2023
A motion to approve was made by Councilmember Berger, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

A cost not to exceed $3,300.00.

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

BLAZESTACK

SOFTWARE SERVICES ORDER FORM AND AGREEMENT

This Software Services Order Form and Agreement (this "**Agreement**") is between Blazestack Inc., a Texas corporation with mailing address of POB 160266, Austin, TX 78716 ("**Blazestack**"), and the "**Customer**" identified immediately below.

CUSTOMER INFORMATION:

Town of Amherst Fire Safety Division
("Customer") with offices at:
5583 Main St
Williamsville, NY 14221
(716) 631-7080

SERVICE FEE AND TERM:

SERVICE, SERVICE LEVEL, USER-SEATS & CASE VOLUME,	INITIAL ANNUAL SERVICE FEE & TERM	EFFECTIVE DATE & DUE DATE	RENEWAL DATE
Fire Investigation Case Management Software Gold Plan User-Seats: 5 Annual Case Volume: 50	$3,300 for 12-month term	July 1, 2023	June 30, 2024; automatic annual renewal into 12-month term unless Customer provides Blazestack 30 days prior written notice of non-renewal.

STANDARD SUPPORT:

Blazestack will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Central time, with the exclusion of Federal Holidays ("Support Hours"). Customer may initiate a helpdesk ticket during Support Hours by calling (855) 735-6673 or any time by emailing support@blazestack.com.

Company will use commercially reasonable efforts to respond to all helpdesk tickets within one (1) business day.

SERVICE INFORMATION:

Service Fee includes implementation, support and 50 GB of Case Media Storage. (Additional case media storage capacity can be added at a cost of $250/year per each additional 250 GB. Blazestack will provide notice when storage capacity reaches 50%.)

Blazestack Inc.
907 Ranch Rd 620 S # 302, Lakeway, TX 78734
hello@blazestack.com
(855) 735-6673

Attachment: July 1 2023 - Town of Amherst - Blazestack SaaS Order Form and Agreement (RES-2023-586 : Blazestack Fire Investigation

BLAZESTACK

This SaaS Services Agreement ("Agreement") is entered into on the "Effective Date" listed above, between Blazestack, and the Customer listed above ("Customer").

This Agreement consists of the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form provided by Customer.

BLAZESTACK:



Name: Randy Elmore
Title: CEO
Email: randy@blazestack.com

CUSTOMER:

Name: Mark Berke
Title: Commissioner of Building
Email: mberke@amherst.ny.us

TERMS OF SERVICE

This Terms of Service is between Blazestack Inc., a Texas corporation (collectively, "Blazestack"), and the entity identified on the applicable Order Form ("Customer"). The Agreement is effective as of the date the last party signs the applicable Order Form ("Effective Date").

1. DEFINITIONS

Capitalized terms have the meanings described in this section or in the body of the Agreement.

"Agreement" means this Terms of Service and all Order Forms.

"Annual Case Volume" means maximum number of Cases entered into the system by Customer's Users per year.

"Case" means one individual incident at a specific location.

"Customer Data" means all electronic data or information that Customer submits to the Service.

"Order Form" means a Blazestack ordering document that references this Terms of Service, whether online or via a separate form.

"Report" means any report, analysis, content, survey, opinion, photo, technique, hypothesis, finding, study relating to any fire investigation prepared by Customer and/or User.

"Service" means Blazestack's proprietary fire investigation software accessible through the internet, that is intended for use in the investigation of fire.

"Term" means the period of Customer's subscription to the Service as specified in an Order Form, unless terminated earlier under Section 7 (Term and Termination).

"Third-Party Products" means any products or services not developed by Blazestack.

"User" means a single, unique authorized individual of the Customer that uses the Service on Customer's behalf.

"User-Seat" is a license for one User to use the Service.

2. SERVICE AND SUPPORT

2.1. Provision of Service. Blazestack shall provide Customer with access to the Service for the number of User-Seats specified on the Order Form during the Term, or if not specified a reasonable amount of Users in the sole discretion of Blazestack. User-Seats purchased but not utilized during the Term are not eligible for refunds.

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2.2. Use of Service. Customer shall use the Service and the data generated by the Service only for fire investigation purposes.

2.3. System Requirements. Customer shall meet the minimum system requirements for access to the Service, currently set forth at the end of this Agreement but subject to updating by Blazestack on a reasonable basis.

2.4. Third-Party Products. Blazestack may offer Customer the ability to use Third Party Products with the Service, subject to Customer's agreement with any applicable terms and conditions for those Third-Party Products.

3. RESPONSIBILITES AND RESTRICTIONS

3.1. Blazestack Responsibilities. Blazestack shall: (i) provide Customer with access to the Service in accordance with this Agreement and all applicable laws; and (ii) provide the Service with a minimum of 99.0% Uptime during any calendar month, except Blazestack shall have 2 days to restore availability after any downtime. "Uptime" means the availability of the Service, excluding lack of availability due to Customer or third-party causes, downtime for maintenance, or a Force Majeure Event.

3.2. Customer Responsibilities. Customer shall: (i) ensure Users to comply with this Agreement; (ii) ensure that any firewalls or other security measures are properly configured to allow Blazestack internet traffic on the necessary IP addresses and ports; (iii) whitelist any and all *.blazestack.com domains and *@blazestack.com email addresses, and disable any ad blockers, pop-up blockers, content filters, or any other technologies that may interfere with Blazestack security or User usability, in order to enable proper functioning of the Service; (iv) cooperate with Blazestack so that Blazestack can provide the Service; (v) be responsible for the Customer Data including the accuracy and legality of the Customer Data; (vi) use reasonable efforts to prevent unauthorized access or use of the Service and promptly notify Blazestack if Customer discovers any unauthorized access or use; (vii) use the Service in accordance with this Agreement and applicable laws; and (viii) create Reports in accordance with industry standards.

Furthermore, the Customer is responsible for the results of the use of the Service, including any and all Reports, and hereby acknowledges to the Company that (a) Customer is solely responsible for any such use of Report and (b) the Company is not certifying or validating any portion of the Report.

3.3 Restrictions. Only Users may use the Service and only with the account credentials issued to that User. Users may not share their account credentials. Customer shall not, and shall not permit any third party to: (i) use the Service except as expressly authorized under this Agreement; (ii) interfere with or disrupt the integrity or performance of the Service; (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Service available; (iv) remove any title, trademark, copyright, or restricted rights notices or labels from the Service; (v) modify or create a derivative work of the Service or any portion of the Service; or (vi) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code, object code or underlying structure or algorithms of the Service; (vii) access or attempt to access or use the Services for purposes of competitive analysis of the Services or the development, provision, or use of a competing software service or product.

4. FEES

4.1. Fees. Customer shall pay all fees specified in all Order Forms ("Fees"). Fees are quoted and payable in United States dollars and are non-refundable, except as described in Section 7 (Term and Termination). Acceptable forms of payment are limited to credit card, ACH, wire transfers and physical check, provided that Blazestack may change acceptable forms of payment upon thirty (30) days notice to the Customer.

4.2. Taxes. Fees are exclusive of all taxes, including any applicable sales, excise, or use taxes ("Taxes"). Customer shall pay any Taxes directly or to Blazestack, as required by law. If Customer is exempt from paying Taxes, Customer shall provide Blazestack with a valid tax exemption certificate.

4.3. Invoicing and Payment. Blazestack shall invoice Customer according to the terms on the Order Form. Unless the Order Form states otherwise, Fees are due

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upon receipt of invoice (the "Due Date"). Customer shall provide Blazestack with complete and accurate billing and contact information and promptly notify Blazestack of any changes throughout the Term.

4.4. Overdue Fees. If Blazestack does not receive all Fees by the applicable Due Date, Blazestack may charge a late fee on the unpaid balance at the lesser of 1.5% per month or the maximum lawful rate, starting from the date the payment was due until the date paid. Customer shall also reimburse Blazestack for all reasonable costs incurred in collecting any amounts not paid when due, including any attorneys' fees. Blazestack reserves all rights and available remedies to collect overdue Fees from Customer, including but not limited to suspending Customer's access to the Service until all Fees are paid.

5. CONFIDENTIALITY

5.1. Definition. "Confidential Information" means oral, electronic, or written information disclosed by a party that is designated confidential or that a reasonable person would know it was confidential based upon the nature or content of the information or the circumstances of its disclosure.

Blazestack Confidential Information includes, but is not limited to, information pertaining to the features, functionality, any testing, and performance of the Service, pricing, and this Agreement. Confidential Information does not include information that: (i) is now or becomes generally known or available to the public without breach of this Agreement by the receiving party (the "Recipient"); (ii) was acquired by the Recipient without restriction on its use or disclosure before the information was received from the disclosing party (the "Discloser"); (iii) is obtained by the Recipient without restriction on its use or disclosure from a third party authorized to make the disclosure; or (iv) is independently developed by the Recipient without using or referring to the Discloser's Confidential Information.

5.2. Protection of Confidential Information. The Recipient may only use the Discloser's Confidential Information in relation to this Agreement. The Recipient shall maintain the confidentiality of the Discloser's Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information (including but not limited to maintaining reasonable administrative, physical, and technical safeguards) and no less than a reasonable degree of care. Each party has the right to seek an injunction (without having to post a bond) to prevent any breach or continued breach of this section.

5.3. Compelled Disclosure. If the Recipient is required by law or a valid court or government order to disclose any of the Discloser's Confidential Information, then (to the extent permitted under law) the Recipient shall promptly notify the Discloser in writing of the required disclosure so that the Discloser may seek to protect its Confidential Information. The Recipient shall cooperate with the Discloser in seeking such protection.

6. PROPRIETARY RIGHTS

6.1. Customer Ownership and Licenses. Customer owns all rights, title and interest in and to Customer Data and Reports. During the Term, Customer grants Blazestack a worldwide, non-exclusive, royalty-free, non-sublicensable (except as needed to provide the Service), non-transferable (except as described in Section 11.5 (Assignment)) right to access and use the Customer Data to provide the Service to Customer and to monitor and improve the Service. Customer shall back up Customer Data during the Term and may not have access to the Customer Data via the Service after the Term.

6.2. De-Identified Data. Blazestack may collect, develop, create, extract, compile, synthesize, analyze and commercialize statistics, benchmarks, measures and other information based on Aggregated Data (collectively, "De-Identified Data"). De-Identified Data will be owned solely by Blazestack and may be used for any lawful business purpose. "Aggregated Data" means Customer Data that is: (i) anonymized and not identifiable to any person or entity; (ii) combined with the data of other customers or additional data sources; and (iii) presented in a way which does not reveal Customer's identity.

6.3. Feedback. If Customer provides Feedback, Customer grants to Blazestack a worldwide, perpetual, irrevocable, sub-licensable, royalty-free, transferable license to use the Feedback in the Service and any intellectual property Blazestack develops. "Feedback" means recommendations,

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suggestions, enhancement requests or any ideas, technology, developments, derivative works or other intellectual property related to the Service or Blazestack.

6.4. Reservation of Rights. Blazestack and its licensors reserve all right, title and interest in and to the Service, including all related intellectual property rights, subject to the limited rights expressly granted in this Agreement. No other rights are granted to Customer by this Agreement.

7. TERM AND TERMINATION

7.1. Term. The Term begins on the Effective Date and ends on the Termination Date. "Termination Date" means the earlier date of: (i) the expiration or termination of all Order Forms under this Agreement; or (ii) termination of this Agreement under this section.

7.2. Automatic Renewal. All subscriptions will renew for an additional 1-year term ("Renewal Term") at the prevailing list price at the time of such renewal unless either party receives written notice of an intent not to renew at least 30 days before the end of the Term or Renewal Term.

7.3. Termination for Cause. A party may terminate this Agreement or any applicable Order Form: (i) if the other party is in material breach of this Agreement and fails to cure the breach within 30 days of receiving written notice from the non-breaching party; or (ii) if the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If Customer terminates due to Blazestack's breach, Customer's exclusive remedy is a pro-rata reimbursement of prepaid Fees covering the remainder of the Term after the Termination Date. If Blazestack terminates due to Customer's breach, Customer will pay any unpaid Fees covering the remainder of the Term after the Termination Date. Termination under this section will not relieve Customer of its obligation to pay any Fees owed for the period prior to the Termination Date.

8. WARRANTIES AND DISCLAIMERS; INDEMNIFICATION

8.1. Mutual Warranties. Each party represents that it: (i) has the legal power to enter into this Agreement; (ii) will comply with all applicable laws in relationship to the provision and use of the Service during the Term; and (iii) will use reasonable efforts to avoid transmitting to the other party any harmful or malicious code, files, scripts, agents or programs.

8.2. Warranty Disclaimer. Blazestack does not make any representations that the functions performed by the Service will meet all of Customer's requirements, that the operation of the Service will be uninterrupted or error free, that all defects in the Service will be corrected, or that the Service will be available in all languages or all countries.

THE SERVICE IS PROVIDED "AS IS." EXCEPT AS EXPRESSLY PROVIDED HEREIN, BLAZESTACK MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SPECIFICALLY, THIRD PARTY CONTENT AND TEST FEATURES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD PARTY NETWORKING OR HOSTING PROVIDERS OR THIRD PARTY PRODUCTS.

8.3 Indemnification. Customer shall indemnify, defend, and hold harmless the Company and its officers, directors, employees, agents, successors, and assigns against all losses arising out of or resulting from any third party claim, suit, action, or proceeding related to or arising out of or resulting from Customer's (or its User's) (i) material breach of any representation, warranty, covenant, or obligation under this Agreement or (ii) for all matters related to any Report.

9. LIMITATION OF LIABILITY

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9.1 Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS WILL NOT APPLY TO CUSTOMER'S PAYMENT OBLIGATIONS OR CUSTOMER'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, OR CUSTOMER'S INDEMNIICATION OBLIGATIONS

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, COVER OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. US. GOVERNMENT MATTERS

10.1. Terms for U.S. Government Customers. This section applies only to Customers that are U.S. government entities subject to the cited regulations ("U.S. Government Customers"). The Service is a "commercial item" (as defined in 48 C.F.R. 2.101) and involves the use of "commercial computer software" and "commercial computer software documentation" (as used in 48 C.F.R. 12.212). All U.S. Government Customers acquire subscriptions to the Service only as a "commercial item" and only with those rights that are granted to all other end-users pursuant to the terms and conditions of this Agreement, consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.72021 through 227.72024.

11. GENERAL TERMS

11.1. Dispute Resolution; Governing Law; Forum. The parties shall first attempt to resolve any dispute through mediation. The parties shall jointly select a mediator and shall participate in good faith in the mediation process. The costs of the mediation process shall be shared equally by the parties. The mediation shall take place in Texas. If the dispute is not resolved through mediation within 90 days, either party may proceed to court to seek resolution. The laws of the State of Texas govern this Agreement. Venue for any disputes that proceed to legal action shall take place in Travis County, Texas.

11.2. Notices. Notices under this Agreement must be in writing and will be considered given upon: (i) delivery by traceable courier or mail (delivery confirmation/ return receipt requested); or (ii) the second business day after sending by email. Notices to Blazestack should be sent to notice@blazestack.com. Billing notices and notices relating to this Agreement will be sent to the contacts designated by Customer on the Order Form.

11.3. Customer References. During the Term, Blazestack may include Customer's name, logo and success stories in Blazestack's website, press releases, promotional and sales literature, and lists of customers.

11.4. Force Majeure. Neither party will be responsible for failure or delay of performance if caused by an event outside the reasonable control of the obligated party, including but not limited to an electrical, internet, or telecommunication change or outage not caused by the obligated party; government restrictions; or illegal acts of third parties ("Force Majeure Event"). Each party will use reasonable efforts to mitigate the effect of a force majeure event.

11.5. Assignment. Neither party may assign any of its rights or obligations under this Agreement without the other party's prior written consent (not to be unreasonably withheld), except either party may assign this Agreement in its entirety without the other party's consent to its affiliate or as part of a merger, acquisition, corporate reorganization, or sale of all or substantially of all its assets.

11.6. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency,

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fiduciary or employment relationship between the parties.

11.7. Waiver. No failure or delay by either party to exercise any right under this Agreement will constitute a waiver of that right, unless expressly stated in this Agreement.

11.8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the provision will be modified to the minimum extent necessary to make it enforceable. The provision will be disregarded only if such modification is not possible or is prohibited by law. The remaining provisions of this Agreement will remain in effect.

11.9. Order of Precedence. If there is a conflict or inconsistency between any Order Form and this Agreement, the Order Form will control.

11.10 Entire Agreement; Amendment. This Agreement, including the Software Services Order Form, constitutes the entire agreement between the parties with respect to the subject matter set forth herein, and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No terms, provisions, or conditions of any purchase order, acknowledgement, check, or other business form that Customer may use in connection with the acquisition or licensing of the Service or Software will have any effect on the rights, duties, or obligations of the parties under this Agreement, regardless of any failure of Blazestack to object to such terms, provisions, or conditions.

To the extent there is any conflict between this Agreement and the Software Services Order Form, a Statement of Work, or Exhibit, this Agreement shall control unless the Subscription Order, Statement of Work, or Exhibit expressly states otherwise by setting forth the provisions of this Agreement that are superseded. As used in this Agreement, the terms "including," "include," and "includes" are not limiting and shall be deemed to be followed by the phrase "without limitation." Use of the terms "hereunder," "herein," "hereby," and similar terms refer to this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties hereto.

11.11. Headings. Headings are for reference only and do not affect the meaning or interpretation of this Agreement.

11.12. Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart is an original. All counterparts together form one document.

11.13. System Requirements. Customer shall meet the minimum system requirements for access to the Service

- Google Chrome™: Version 97 to most Current
- Microsoft® Edge®: Version 96 to most Current
- Mozilla® Firefox®: Version 96 to most Current
- Apple® Safari®: Version 15 to most Current

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 27716 **RESOLUTION 2023-587** **ROLL CALL VOTE (ADOPTED)**

Highway Vehicles and Equipment - 15YPPU (Bond Resolution - $900,000)

AGENDA ITEM : JULY 10th, 2023

TO: **Town Board**

FROM: **Martin A. Polowy, Esq., Town Attorney**

DATE: **July 5, 2023**

RE: **Highway Vehicles and Equipment - 15YPPU**
2023-2028 C.I.P. - Project H-1
Bond Resolution - $900,000

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

(1) Adopt the attached bond resolution authorizing the issuance of $900,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

MAP:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(*w/attachments*, **Agenda Item - July 10, 2023**)
Daryl C. Bramer, Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Patrick G. Lucey, Highway Superintendent (*w/attachments*)

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - $900,000

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

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

July 10, 2023

* * *

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on July 10, 2023.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Jacqualine Berger, Councilwoman Deborah Bruch Bucki, Deputy Supervisor/ Councilwoman Shawn Lavin, Councilman Michael R. Szukala, Councilman
There were absent:	
Also present:	Francina J. Spoth, Town Clerk

* * *

_____ offered the following resolution and moved its adoption:

Attachment: CertBondReso (RES-2023-587 : Highway Vehicles and Equipment - 15YPPU (Bond Resolution - $900,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED JULY 10, 2023, AUTHORIZING THE ACQUISITION OF VEHICLES AND EQUIPMENT FOR THE HIGHWAY DEPARTMENT, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $900,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $900,000 TO FINANCE SAID APPROPRIATION.

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to finance the acquisition of vehicles and equipment for the Highway Department, as described in the map, plan and report dated June 2023, prepared by the Town Highway Department (2023-2028 Capital Improvement Program Project H-1). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $900,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of $900,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of $900,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said objects or purposes as set forth in section 1 hereof.

Attachment: CertBondReso (RES-2023-587 : Highway Vehicles and Equipment - 15YPPU (Bond Resolution - $900,000))

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

(a) The period of probable usefulness applicable to the class of objects or purposes for which said $900,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 28 of the Law, is fifteen (15) years.

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

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Town, payable as to both principal and interest by general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds, and any notes in anticipation thereof to mature in such year, and (b) the payment of interest to be due and payable in such year.

Attachment: CertBondReso (RES-2023-587 : Highway Vehicles and Equipment - 15YPPU (Bond Resolution - $900,000))

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

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

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

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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

Attachment: CertBondReso (RES-2023-587 : Highway Vehicles and Equipment - 15YPPU (Bond Resolution - $900,000))

Section 7. This bond resolution is subject to a permissive referendum and the Town Clerk is hereby authorized and directed, within ten (10) days after the adoption of this resolution, to cause to be published, in full, in "The Amherst Bee," a newspaper having a general circulation within said Town and hereby designated the official newspaper of the Town for such publication and posted on the sign board of the Town maintained pursuant to the Town Law, a Notice in substantially the following form:

Attachment: CertBondReso (RES-2023-587 : Highway Vehicles and Equipment - 15YPPU (Bond Resolution - $900,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on July 10, 2023, the Town Board of the Town of Amherst, in the County of Erie, New York, adopted a bond resolution entitled:

> "BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED JULY 10, 2023, AUTHORIZING THE ACQUISITION OF VEHICLES AND EQUIPMENT FOR THE HIGHWAY DEPARTMENT, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $900,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $900,000 TO FINANCE SAID APPROPRIATION,"

an abstract of which bond resolution concisely stating the purpose and effect thereof, being as follows:

FIRST: AUTHORIZING said Town is authorized to finance the acquisition of vehicles and equipment for the Highway Department, as described in the map, plan and report dated June 2023, prepared by the Town Highway Department (2023-2028 Capital Improvement Program Project H-1); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $900,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of $900,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $900,000 pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is fifteen (15) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes shall be general obligations of the Town; and PLEDGING to their payment the faith and credit of the Town;

Attachment: CertBondReso (RES-2023-587 : Highway Vehicles and Equipment - 15YPPU (Bond Resolution - $900,000))

FIFTH: DELEGATING to the Supervisor the powers and duties as to the issuance of said bonds, and any bond anticipation notes issued in anticipation of said bonds, or the renewals thereof; and

SIXTH: DETERMINING that the bond resolution is subject to a permissive referendum.

DATED: July 10, 2023

FRANCINA J. SPOTH,
Town Clerk

Section 8. The Town Clerk is hereby authorized and directed to cause said bond resolution to be published, in summary, after said bond resolution shall take effect, in the newspaper referred to in Section 7 hereof, and hereby designated the official newspaper for said publication, together with a Notice in substantially the form as provided by Section 81.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York.

* * *

Attachment: CertBondReso (RES-2023-587 : Highway Vehicles and Equipment - 15YPPU (Bond Resolution - $900,000))

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

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2023-587 : Highway Vehicles and Equipment - 15YPPU (Bond Resolution - $900,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on July 10, 2023, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this _____day of July, 2023.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2023-587 : Highway Vehicles and Equipment - 15YPPU (Bond Resolution - $900,000))

Town of Amherst
Highway Department

Highway Vehicles and Equipment

2023 - 2028 C.I.P. Project H-1

Map, Plan & Report

June, 2023

CONTENTS:

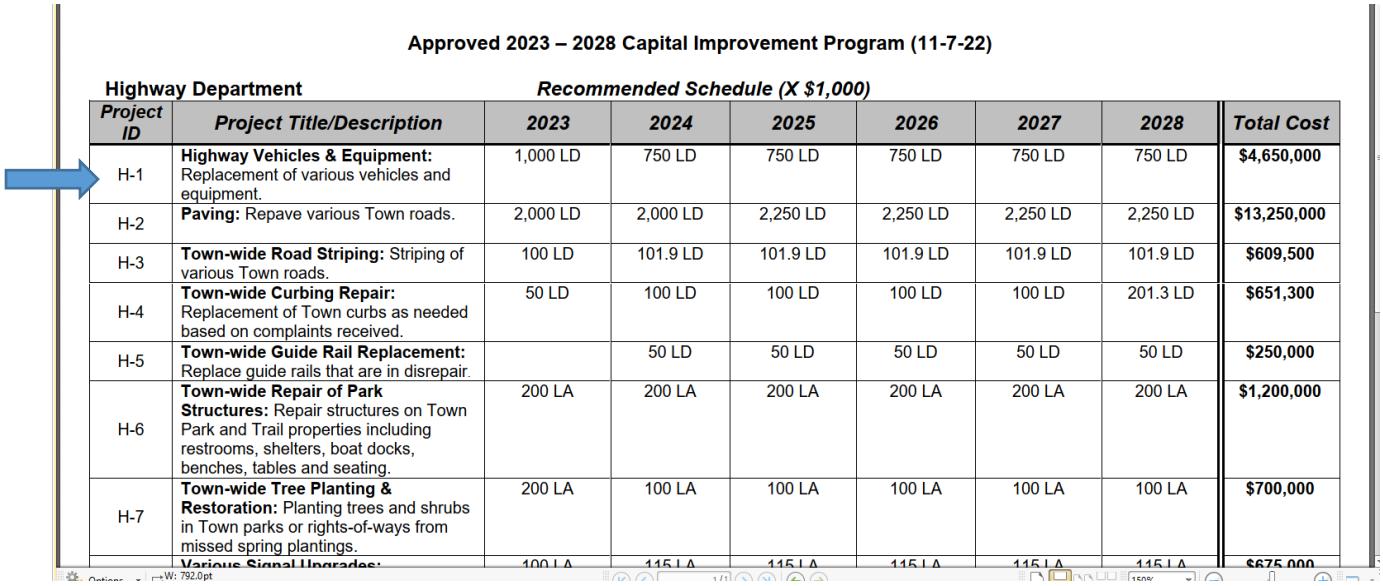
- Approved 2023 - 2028 C.I.P. Project H-1
- Introductions / Existing Conditions
- Proposed Scope
- Financial / Taxation Summary

Prepared by
Town of Amherst Highway Department
1042 North Forest Rd.
Williamsville, NY 14221
(716) 631-7117

Attachment: MPR H-1 Highway Vehicles & Equip - 15-Year PPU (RES-2023-587 : Highway Vehicles and Equipment - 15YPPU (Bond Resolution -

TOWN OF AMHERST
Highway Vehicle and Equipment Bond

2023-2028 CIP PROJECT H-1:



Approved 2023 – 2028 Capital Improvement Program (11-7-22)

Highway Department *Recommended Schedule (X $1,000)*

Project ID	Project Title/Description	2023	2024	2025	2026	2027	2028	Total Cost
H-1	**Highway Vehicles & Equipment:** Replacement of various vehicles and equipment.	1,000 LD	750 LD	750 LD	750 LD	750 LD	750 LD	**$4,650,000**
H-2	**Paving:** Repave various Town roads.	2,000 LD	2,000 LD	2,250 LD	2,250 LD	2,250 LD	2,250 LD	**$13,250,000**
H-3	**Town-wide Road Striping:** Striping of various Town roads.	100 LD	101.9 LD	101.9 LD	101.9 LD	101.9 LD	101.9 LD	**$609,500**
H-4	**Town-wide Curbing Repair:** Replacement of Town curbs as needed based on complaints received.	50 LD	100 LD	100 LD	100 LD	100 LD	201.3 LD	**$651,300**
H-5	**Town-wide Guide Rail Replacement:** Replace guide rails that are in disrepair.		50 LD	50 LD	50 LD	50 LD	50 LD	**$250,000**
H-6	**Town-wide Repair of Park Structures:** Repair structures on Town Park and Trail properties including restrooms, shelters, boat docks, benches, tables and seating.	200 LA	200 LA	200 LA	200 LA	200 LA	200 LA	**$1,200,000**
H-7	**Town-wide Tree Planting & Restoration:** Planting trees and shrubs in Town parks or rights-of-ways from missed spring plantings.	200 LA	100 LA	100 LA	100 LA	100 LA	100 LA	**$700,000**
	Various Signal Upgrades:	100 LA	115 LA	115 LA	115 LA	115 LA	115 LA	**$675,000**

INTRODUCTION / EXISTING CONDITIONS:

The 2023 CIP project is for the replacement of various Highway vehicles and equipment. The $1,000,000 project will be split into two bond authorizations - $900,000 with a 15-year PPU and $100,000 with a 5-year PPU.
The 2023 CIP project is for the replacement of various Highway vehicles and equipment.

PROPOSED SCOPE:

The equipment outlined below is anticipated to be purchased in 2023. The equipment has a useful life of at least 15 years. If prices change or availability becomes an issue, other vehicles and equipment may need to be substituted to meet the needs of the Highway Department.

Qty.	Equipment	Unit Price	Total Cost
1	Sidearm Mower with flail	$209,000	$209,000
1	Bucket Tree Truck	$243,000	$243,000
1	CX 75 Excavator	$126,000	$126,000
1	Backhoe	$67,500	$67,500
2	11” Stainless Steel Side Dump Body	$45,000	$90,000
2	F550 with Stainless Steel Dump Body	$80,000	$160,000
	TOTAL EQUIPMENT		$895,500

TAXATION SUMMARY:

Total Bond Amount:	$900,000 (Highway Fund)
Bond Term:	15 Years
Annual Tax Impacts:	$0.0079 per $1,000 AV
Typical Property Taxation Impact:	$1.9770 per $250,000 property

Attachment: MPR H-1 Highway Vehicles & Equip - 15-Year PPU (RES-2023-587 : Highway Vehicles and Equipment - 15YPPU (Bond Resolution -

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 27714 **RESOLUTION 2023-588** **ROLL CALL VOTE (ADOPTED)**

Playground Safety Equipment and Surface Improvements (Bond Resolution - $250,000)

AGENDA ITEM : JULY 10th, 2023

TO: **Town Board**

FROM: **Martin A. Polowy, Esq., Town Attorney**

DATE: **July 5, 2023**

RE: **Playground Safety Equipment and Surface Improvements**
2023-2028 C.I.P. - Project YR-6B
Bond Resolution - $250,000

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $250,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

MAP:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, **Agenda Item - July 10, 2023**)
Daryl C. Bramer, Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Mary-Diana Pouli, Executive Director, Youth and Recreation (*w/attachments*)
Jessica Boudreau, PE, Project Manager (*w/attachments*)

7/10/2023
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and

unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - $250,000

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM June 13, 2023

TO: Jessica Boudreau, P.E., Project Manager
Engineering Department

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Determination
Playground Safety Equipment and Surface Improvements
2023-2028 C.I.P. Project YR-6B

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5. Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\YR_6B_June 13_2023_Playground Safety Equip_Surface Improv.docx

cc:
Daniel Howard, Planning Director
Martin Polowy, Town Attorney

Attachment: SEQR YR-6B (RES-2023-588 : Playground Safety Equipment and Surface Improvements (Bond Resolution - $250,000))

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

July 10, 2023

* * *

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on July 10, 2023.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Jacqualine Berger, Councilwoman Deborah Bruch Bucki, Deputy Supervisor/ Councilwoman Shawn Lavin, Councilman Michael R. Szukala, Councilman
There were absent:	
Also present:	Francina J. Spoth, Town Clerk

* * *

_____ offered the following resolution and moved its adoption:

Attachment: CertBondReso (RES-2023-588 : Playground Safety Equipment and Surface Improvements (Bond Resolution - $250,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED JULY 10, 2023, AUTHORIZING THE ACQUISITION OF PLAYGROUND SAFETY EQUIPMENT AND SURFACE IMPROVEMENTS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $250,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $250,000 TO FINANCE SAID APPROPRIATION

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to undertake the acquisition of playground safety equipment and surface improvements as described in the map, plan and report dated May 2023, prepared by the Town Engineering Department (2023-2028 Capital Improvement Program Project YR-6B). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $250,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of $250,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of $250,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said objects or purposes as set forth in section 1 hereof.

Attachment: CertBondReso (RES-2023-588 : Playground Safety Equipment and Surface Improvements (Bond Resolution - $250,000))

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

(a) The period of probable usefulness applicable to the class of objects or purposes for which said $250,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 19(c) of the Law, is fifteen (15) years.

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

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Town, payable as to both principal and interest by general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds, and any notes in anticipation thereof to mature in such year, and (b) the payment of interest to be due and payable in such year.

Attachment: CertBondReso (RES-2023-588 : Playground Safety Equipment and Surface Improvements (Bond Resolution - $250,000))

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

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

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

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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

Attachment: CertBondReso (RES-2023-588 : Playground Safety Equipment and Surface Improvements (Bond Resolution - $250,000))

Section 7. This bond resolution is subject to a permissive referendum and the Town Clerk is hereby authorized and directed, within ten (10) days after the adoption of this resolution, to cause to be published, in full, in "The Amherst Bee," a newspaper having a general circulation within said Town and hereby designated the official newspaper of the Town for such publication and posted on the sign board of the Town maintained pursuant to the Town Law, a Notice in substantially the following form:

Attachment: CertBondReso (RES-2023-588 : Playground Safety Equipment and Surface Improvements (Bond Resolution - $250,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on July 10, 2023, the Town Board of the Town of Amherst, in the County of Erie, New York, adopted a bond resolution entitled:

"BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED JULY 10, 2023, AUTHORIZING THE ACQUISITION OF PLAYGROUND SAFETY EQUIPMENT AND SURFACE IMPROVEMENTS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $250,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $250,000 TO FINANCE SAID APPROPRIATION"

an abstract of which bond resolution concisely stating the purpose and effect thereof, being as follows:

FIRST: AUTHORIZING said Town is authorized to undertake the acquisition of playground safety equipment and surface improvements, as described in the map, plan and report dated May 2023, prepared by the Town Engineering Department (2023-2028 Capital Improvement Program Project YR-6B); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $250,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of $250,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $250,000 pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is fifteen (15) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes shall be general obligations of the Town; and PLEDGING to their payment the faith and credit of the Town;

Attachment: CertBondReso (RES-2023-588 : Playground Safety Equipment and Surface Improvements (Bond Resolution - $250,000))

FIFTH: DELEGATING to the Supervisor the powers and duties as to the issuance of said bonds, and any bond anticipation notes issued in anticipation of said bonds, or the renewals thereof; and

SIXTH: DETERMINING that the bond resolution is subject to a permissive referendum.

DATED: July 10, 2023

FRANCINA J. SPOTH,
Town Clerk

Section 8. The Town Clerk is hereby authorized and directed to cause said bond resolution to be published, in summary, after said bond resolution shall take effect, in the newspaper referred to in Section 7 hereof, and hereby designated the official newspaper for said publication, together with a Notice in substantially the form as provided by Section 81.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York.

* * *

Attachment: CertBondReso (RES-2023-588 : Playground Safety Equipment and Surface Improvements (Bond Resolution - $250,000))

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

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2023-588 : Playground Safety Equipment and Surface Improvements (Bond Resolution - $250,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on July 10, 2023, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this _____day of July, 2023.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2023-588 : Playground Safety Equipment and Surface Improvements (Bond Resolution - $250,000))

Town of Amherst
Recreation Department

2023
PLAYGROUND SAFETY EQUIPMENT &
SURFACE IMPROVEMENTS
2023 – 2028 C.I.P.
Project YR-6B

Map, Plan & Report
May 2023

Contents:

- Proposed Scope of Improvements
- Financial / Taxation Summary
- Town of Amherst Planning Department SEQR Determination
  - Type II Action
- Exhibit Maps 1 & 2

Town of Amherst Engineering Department
1100 North Forest Rd., Williamsville, NY 14221
(716) 631-7154 / (716) 631-7222

Attachment: MPR YR-6B Playground Safety Equip & Surface Impr (RES-2023-588 : Playground Safety Equipment and Surface Improvements

Town of Amherst
Engineering Department
Recreation Department
Playground Safety Equipment & Surface Improvements

PROPOSED ANTICIPATED SCOPE OF IMPROVEMENTS:

PLAYGROUND SAFETY EQUIPMENT & SURFACE INSTALLATION

The Town of Amherst is responsible for the operation and maintenance of all town owned playgrounds. In an effort to reduce maintenance costs and resources, the Town will be replacing existing wood carpet safety surfaces with poured-in-place recycled rubber safety surface. The proposed improvements will eliminate the need for annual surface maintenance at each of the playgrounds. As the poured-in-place surface is installed level throughout the playground, the proposed improvements will also reduce the tripping hazard presented by the existing wood carpet surface.

Representatives from the Town of Amherst Recreation Department visited each Town owned park and prepared a needs assessment for play equipment replacement. Listed below are the proposed scope of improvements to be performed as needed at each of the Town owned facilities. Additional playground renovations will be completed at other Town owned parks based on budget and existing playground equipment and/or safety surface condition.

Bedford Park

- Removal of existing play equipment and installation of new play equipment and safety surface.

Dana Heights Park

- Removal of existing play equipment and installation of new play equipment, safety surface, and play area drainage.

Attachment: MPR YR-6B Playground Safety Equip & Surface Impr (RES-2023-588 : Playground Safety Equipment and Surface Improvements

FINANCIAL SUMMARY:

The improvements outlined above will be completed throughout 2023. The above projects will be bonded against the Town of Amherst General Fund at a total project cost of $250,000.00, financed entirely with serial bonds. The above projects can be characterized as a replacement-in-kind. All of the improvements will have a minimum useful life of 15-years.

PROJECT COST ESTIMATE:

○ Estimated Construction Costs	$ 248,750
○ Legal and Administrative	$1,250
Total Amount to be bonded	**$ 250,000**

Taxation Summary:

- Total Bond Request: $250,000.00
- Bond Term: 15 years
- Annual Tax Impacts:
  - General Account: $0.0021 per year, per $1,000 AV
- Typical Property Taxation Impacts:
  - General Account: $0.53 per year, per $250,000 property

Attachment: MPR YR-6B Playground Safety Equip & Surface Impr (RES-2023-588 : Playground Safety Equipment and Surface Improvements



EXHIBIT 1: DANA HEIGHTS PARK



EXHIBIT 2: BEDFORD PARK

Attachment: MPR YR-6B Playground Safety Equip & Surface Impr (RES-2023-588 : Playground Safety Equipment and Surface Improvements

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM June 13, 2023

TO: Jessica Boudreau, P.E., Project Manager
Engineering Department

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Determination
Playground Safety Equipment and Surface Improvements
2023-2028 C.I.P. Project YR-6B

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5. Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\YR_6B_June 13_2023_Playground Safety Equip_Surface Improv.docx

cc:
Daniel Howard, Planning Director
Martin Polowy, Town Attorney

Attachment: MPR YR-6B Playground Safety Equip & Surface Impr (RES-2023-588 : Playground Safety Equipment and Surface Improvements

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:
Bedford Park and Dana Heights Park Playground and Safety Surface Replacement

Project Location (describe, and attach a location map):
Bedford Park - 20 Bedford Drive, Amherst, NY 14228 Dana Heights Park: 79 Shetland Drive, Williamsville, NY 14221

Brief Description of Proposed Action:
Replacement of an existing playground equipment and safety surface at Bedford Park and Dana Heights Park.

Name of Applicant or Sponsor:	Telephone: 716-631-7154
Town of Amherst Engineering Department - Marc A. Bellacose	E-Mail: marc.bellacose@amherst.ny.us

Address:
1100 N. Forest Road

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

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

3.a. Total acreage of the site of the proposed action? 10 acres
b. Total acreage to be physically disturbed? 0.1 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 10 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

Attachment: MPR YR-6B Playground Safety Equip & Surface Impr (RES-2023-588 : Playground Safety Equipment and Surface Improvements

	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?	NO ☐	YES ☑	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO ☑	YES ☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO ☑	YES ☐	
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? If the proposed action will exceed requirements, describe design features and technologies: _____	NO ☑	YES ☐	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO ☑	YES ☐	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO ☑	YES ☐	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO ☑	YES ☐	
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?	NO ☑	YES ☐	
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			
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?	NO ☑	YES ☐	
16. Is the project site located in the 100 year flood plain?	NO ☑	YES ☐	
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? ☐ NO ☐ YES	NO ☑	YES ☐	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: ☐ NO ☐ YES _____			

Attachment: MPR YR-6B Playground Safety Equip & Surface Impr (RES-2023-588 : Playground Safety Equipment and Surface Improvements

	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: Marc A. Bellacose - Junior Municipal Engineer Date: 5-10-23

Signature: Marc A. Bellacose

PRINT FORM

Attachment: MPR YR-6B Playground Safety Equip & Surface Impr (RES-2023-588 : Playground Safety Equipment and Surface Improvements

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 27717 **RESOLUTION 2023-589** **ROLL CALL VOTE (ADOPTED)**

Central Amherst Little League Ballfield Lighting Improvements (Bond Resolution - $250,000)

AGENDA ITEM : JULY 10th, 2023

TO: **Town Board**

FROM: **Martin A. Polowy, Esq., Town Attorney**

DATE: **July 5, 2023**

RE: **Central Amherst Little League Ballfield Lighting Improvements**
2023-2028 C.I.P. - Project YR-17A
Bond Resolution - $250,000

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

(1) Adopt the attached SEQR Negative Declaration - Determination of Non-Significance for the above project as determined by the Town of Amherst Planning Department and authorize the Supervisor to execute the same; and

(2) Adopt the attached bond resolution authorizing the issuance of $250,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

MAP:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, **Agenda Item - July 10, 2023**)
Daryl C. Bramer, Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Brian J. Armstrong, EIT, Director, Engineering Services (*w/attachments*)

7/10/2023
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. A motion to approve the Bond

resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - $250,000

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: Amherst Central Little League Ballfield Lighting Improvements
2023 - 2028 C.I.P.
Project YR-17A

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: Amherst Central Little League Ballfield Lighting Improvements

SEQR Status: Unlisted action

Description of Action:

The project includes the installation of approximately 10 recreational field light poles/luminaires at an existing Town owned baseball recreational facility.

Location: 400 Wehrle Drive
Town of Amherst, Erie County, New York

Petitioner: Amherst Town Board
c/o Amherst Engineering Services

Attachment: Neg Dec_ Amherst Central Little League -YR-17A_6_22_2023 (RES-2023-589 : Central Amherst Little League Ballfield Lighting

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Map, Plan and Report, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed project 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 project area is developed as a recreational field.

2. The project will not result in the removal or destruction of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. All disturbances will occur within developed recreation field areas.

3. The project is not expected to create any material conflict with the Town Comprehensive Plan or the regulations of the Town Zoning Ordinance. The project is consistent with Section 9.0 Community Facilities and Services in the Comprehensive Plan which promotes an ongoing system to identify and prioritize community facility and service needs throughout the Town.

4. The project is not within an area identified by the State as potentially containing significant cultural or archeological resources, therefore the action is not anticipated to impair the character or quality of important cultural resources.

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The improvements will be consistent in character of the existing recreational field complex. Operational limitations will be evaluated during the engineering design of the lighting system to mitigate for potential glare and nuisances to users of the adjacent expressway. Additionally, hours of operation limits will be considered to mitigate for nuisances to nearby residential uses.

6. The proposed project will cause a change in the use of electrical energy, as the project is adding field lights which will consume electricity.

7. The proposed project will not create any hazard to human health.

8. The proposed project will not cause a change in land use.

Attachment: Neg Dec_ Amherst Central Little League -YR-17A_6_22_2023 (RES-2023-589 : Central Amherst Little League Ballfield Lighting

9. The project will not increase the number of people using this site over its current level of use as a recreational facility.

10. The project will not create a material demand for other actions resulting in a negative impact or consequence.

_____ _____
Signature & title of preparer date

_____ _____
Brian J. Kulpa, Supervisor date

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_I_Unlisted__Other_Actions (PJ-2015-001A)\Neg Dec_ Amherst Central Little League -YR-17A_6_22_2023.docx
cc: Amherst Engineering Department

Attachment: Neg Dec_ Amherst Central Little League -YR-17A_6_22_2023 (RES-2023-589 : Central Amherst Little League Ballfield Lighting

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

July 10, 2023

* * *

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on July 10, 2023.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Jacqualine Berger, Councilwoman Deborah Bruch Bucki, Deputy Supervisor/ Councilwoman Shawn Lavin, Councilman Michael R. Szukala, Councilman
There were absent:	
Also present:	Francina J. Spoth, Town Clerk

* * *

_____ offered the following resolution and moved its adoption:

Attachment: CertBondReso (RES-2023-589 : Central Amherst Little League Ballfield Lighting Improvements (Bond Resolution - $250,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED JULY 10, 2023, AUTHORIZING CENTRAL AMHERST LITTLE LEAGUE BALLFIELD LIGHTING IMPROVEMENTS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $250,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $250,000 TO FINANCE SAID APPROPRIATION.

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to finance Central Amherst Little League Ballfield lighting improvements, as described in the map, plan and report dated June 2023, prepared by the Town Engineering Department (2023-2028 Capital Improvement Program Project YR-17A). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $250,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of $250,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of $250,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said objects or purposes as set forth in section 1 hereof.

Attachment: CertBondReso (RES-2023-589 : Central Amherst Little League Ballfield Lighting Improvements (Bond Resolution - $250,000))

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

(a) The period of probable usefulness applicable to the specific object or purpose for which said $250,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 19(c) of the Law, is fifteen (15) years.

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

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Town, payable as to both principal and interest by general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds, and any notes in anticipation thereof to mature in such year, and (b) the payment of interest to be due and payable in such year.

Attachment: CertBondReso (RES-2023-589 : Central Amherst Little League Ballfield Lighting Improvements (Bond Resolution - $250,000))

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

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

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

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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

Attachment: CertBondReso (RES-2023-589 : Central Amherst Little League Ballfield Lighting Improvements (Bond Resolution - $250,000))

Section 7. This bond resolution is subject to a permissive referendum and the Town Clerk is hereby authorized and directed, within ten (10) days after the adoption of this resolution, to cause to be published, in full, in "The Amherst Bee," a newspaper having a general circulation within said Town and hereby designated the official newspaper of the Town for such publication and posted on the sign board of the Town maintained pursuant to the Town Law, a Notice in substantially the following form:

Attachment: CertBondReso (RES-2023-589 : Central Amherst Little League Ballfield Lighting Improvements (Bond Resolution - $250,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on July 10, 2023, the Town Board of the Town of Amherst, in the County of Erie, New York, adopted a bond resolution entitled:

"BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED JULY 10, 2023, AUTHORIZING CENTRAL AMHERST LITTLE LEAGUE BALLFIELD LIGHTING IMPROVEMENTS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $250,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $250,000 TO FINANCE SAID APPROPRIATION,"

an abstract of which bond resolution concisely stating the purpose and effect thereof, being as follows:

FIRST: AUTHORIZING said Town is authorized to finance Central Amherst Little League Ballfield lighting improvements, as described in the map, plan and report dated June 2023, prepared by the Town Engineering Department (2023-2028 Capital Improvement Program Project YR-17A); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $250,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of $250,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $250,000 pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is fifteen (15) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes shall be general obligations of the Town; and PLEDGING to their payment the faith and credit of the Town;

Attachment: CertBondReso (RES-2023-589 : Central Amherst Little League Ballfield Lighting Improvements (Bond Resolution - $250,000))

FIFTH: DELEGATING to the Supervisor the powers and duties as to the issuance of said bonds, and any bond anticipation notes issued in anticipation of said bonds, or the renewals thereof; and

SIXTH: DETERMINING that the bond resolution is subject to a permissive referendum.

DATED: July 10, 2023

FRANCINA J. SPOTH,
Town Clerk

Section 8. The Town Clerk is hereby authorized and directed to cause said bond resolution to be published, in summary, after said bond resolution shall take effect, in the newspaper referred to in Section 7 hereof, and hereby designated the official newspaper for said publication, together with a Notice in substantially the form as provided by Section 81.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York.

* * *

Attachment: CertBondReso (RES-2023-589 : Central Amherst Little League Ballfield Lighting Improvements (Bond Resolution - $250,000))

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

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2023-589 : Central Amherst Little League Ballfield Lighting Improvements (Bond Resolution - $250,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on July 10, 2023, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this _____day of July, 2023.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2023-589 : Central Amherst Little League Ballfield Lighting Improvements (Bond Resolution - $250,000))

Town of Amherst
Youth & Recreation Department

Central Amherst Little League Ballfield Lighting Improvements

2023 - 2028 C.I.P. Project YR-17A

Map, Plan & Report

June 2023

CONTENTS:

- Approved 2023 - 2028 CIP Project YR-17A
- Existing Conditions / Proposed Scope of Improvements
- Financial / Taxation Summary
- SEQR Determination

Prepared by
Town of Amherst Engineering Department
1100 North Forest Rd.
Williamsville, NY 14221

Attachment: MPR YR-17A CALL Lighting (RES-2023-589 : Central Amherst Little League Ballfield Lighting Improvements (Bond Resolution -

TOWN OF AMHERST YOUTH & RECREATION DEPARTMENT
Central Amherst Little League Ballfield Lighting Improvements

TOWN OF AMHERST
Approved 2023 – 2028 Capital Improvement Program

Project ID	*Project Title/Description*	*2023*	*2024*	*2025*	*2026*	*2027*	*2028*	*Total Cost*
YR-8A	**Lou Gehrig Parking Lot Phases 1 & 2:** Install two parking areas at the Lou Gehrig Youth Baseball & Softball Complex	390 LA		450 LA				$840,000
YR-9A	**Youth & Recreation Facilities Building Control System:** Install building automation systems in the Youth & Recreation facilities.	250	250 LA	250	250 LA			$1,000,000
YR-10A	**Ice Resurfacer Replacement:** Replace of the oldest ice resurfacers with battery operated resurfacers	320 LA						$320,000
YR-11A	**Northtown Center Sound System and Scoreboard Replacement:** Replace the old sound system and scoreboards at the Northtown Center		75 LA	125 LA				$200,000
YR-12A	**Northwest Amherst Community Center:** Outdoor improvements and indoor fixtures for a new community center in the Northwest quadrant of Town, in cooperation with the Sweet Home Central School District.	300 LA	100 LA					$400,000
YR-13A	**Clearfield Tennis Court Lighting:** Install LED lighting on the four tennis courts at the Clearfield Community Center.		162.5 LA					$162,500
YR-14A	**Glen Park Restroom Improvements:** Improvements to the existing restrooms and associated sewer work		60 LA					$60,000
YR-15A	**Northtown Center Ice Expansion:** Add an additional sheet of ice to expand the Northtown Center.		750 LA	10,750 LA				$11,500,000
YR-16A	**Northtown Center Storage Facility:** Construct a 1,500 sq. ft. storage facility at the Northtown Center as a garage and storage area for equipment			200 LA				$200,000
YR-17A	**Central Amherst Little League Backstop & Lighting:** Installation of a backstop and lighting at CALL	250 LA						$250,000

Key: Funding Source T – Tax; L – Bond; S – Surplus; E - Encumbered; 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

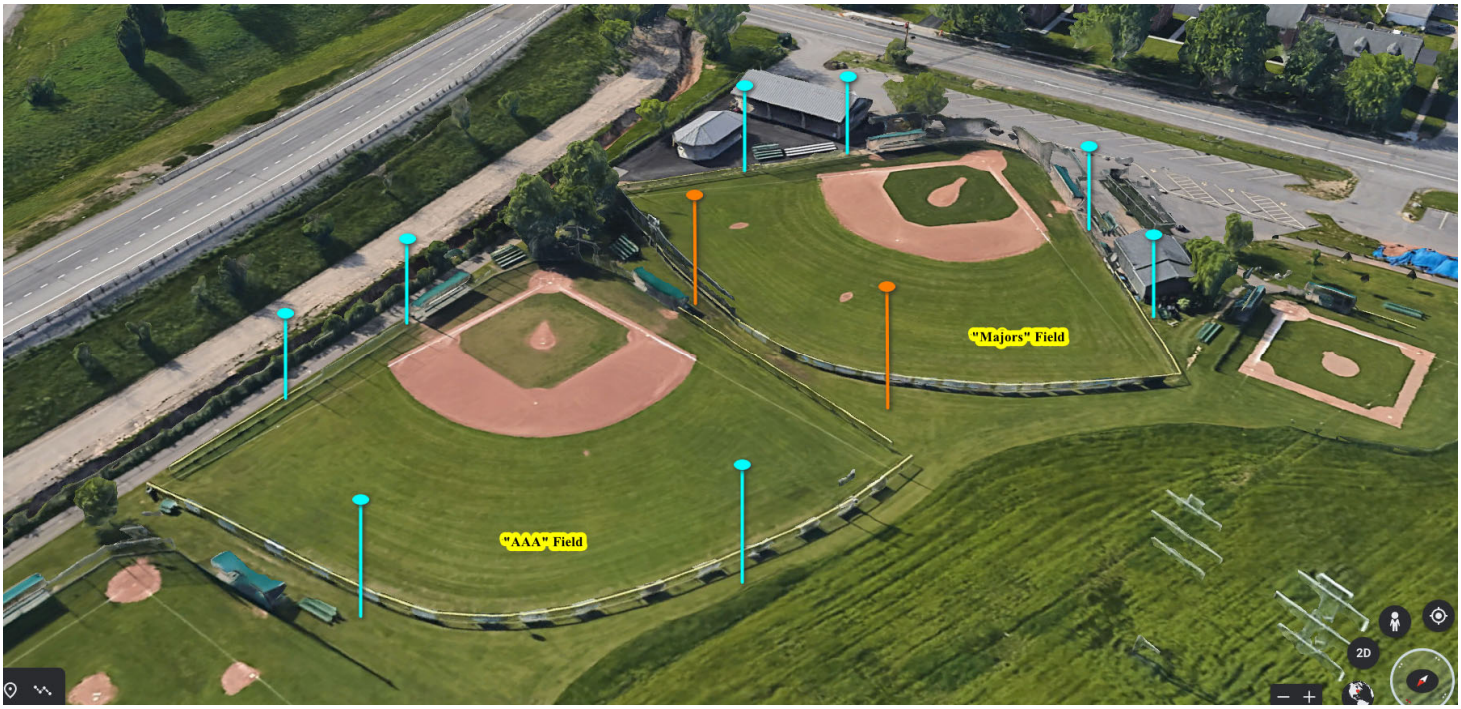
Attachment: MPR YR-17A CALL Lighting (RES-2023-589 : Central Amherst Little League Ballfield Lighting Improvements (Bond Resolution -

TOWN OF AMHERST YOUTH & RECREATION DEPARTMENT
Central Amherst Little League Ballfield Lighting Improvements

EXISTING CONDITIONS / PROPOSED SCOPE:

This facility is located at 400 Wehrle Drive and is made up of numerous baseball/softball fields of various little league sizes and is owned by the Town. The facility includes a dedicated asphalt parking lots, associated asphalt walkways, dugouts, storage sheds, and a concession / restroom building. As participation at the facility has increased significantly over the past few seasons, it has become necessary to play more games and also play later in the day in order to provide for all participants.

As such and in an effort to extend the playing day and enhance the reliability, safety and user experience for the families and participants at this facility, new ballfield lighting will be installed on the "Majors" field. This new lighting system may also include a new electric service as well as a new control system, which is likely to be installed within the existing storage garage. During the course of the design process for the new electric service, field lighting controls and for the new poles and fixtures, an analysis will also be completed to ascertain whether poles and fixtures could also be added for the "AAA" Field, where shared poles could potentially be utilized to light both fields. The designed and installed lighting system to be installed shall be configured so as to provide lighting levels of 50 foot-candles minimum within the infield areas and 30 foot-candles minimum within the outfield areas. These lighting levels will then bring these fields into compliance with the current recognized standards as per American Legion, ASA, Cal Ripken and Babe Ruth, High School, Little League, USSSA and others.



Attachment: MPR YR-17A CALL Lighting (RES-2023-589 : Central Amherst Little League Ballfield Lighting Improvements (Bond Resolution -

TOWN OF AMHERST YOUTH & RECREATION DEPARTMENT
Central Amherst Little League Ballfield Lighting Improvements

The ballfield lighting project described above will be designed and constructed during 2023 and 2024. The above project will be bonded against the Town of Amherst General Fund at a *total project cost* of $250,000.00, financed entirely with serial bonds. The scope of this project will have a minimum life cycle that will exceed 15 years.

FINANCIAL SUMMARY:

	Resolution
Estimated Construction Costs	$239,000
Professional Services	$9,750
Legal / Administrative	$1,250
Total Amount to be Bonded	**$ 250,000**

TAXATION SUMMARY:

Total Bond Amount:	$ 250,000
Bond Term:	15 Years
Annual Tax Impacts:	$0.0021 per $1,000 AV (General Fund)
Typical Property Taxation Impact:	$0.53 per $250,000 property

Attachment: MPR YR-17A CALL Lighting (RES-2023-589 : Central Amherst Little League Ballfield Lighting Improvements (Bond Resolution -

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 27715 **RESOLUTION 2023-590** **ROLL CALL VOTE (ADOPTED)**

Highway Vehicles and Equipment - 5YPPU (Bond Resolution - $100,000)

AGENDA ITEM : JULY 10th, 2023

TO: **Town Board**

FROM: **Martin A. Polowy, Esq., Town Attorney**

DATE: **July 5, 2023**

RE: **Highway Vehicles and Equipment - 5YPPU**
2023-2028 C.I.P. - Project H-1
Bond Resolution - $100,000

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

(1) Adopt the attached bond resolution authorizing the issuance of $100,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

MAP:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(*w/attachments*, **Agenda Item - July 10, 2023**)
Daryl C. Bramer, Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Patrick G. Lucey, Highway Superintendent (*w/attachments*)

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - $100,000

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

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

July 10, 2023

* * *

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on July 10, 2023.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Jacqualine Berger, Councilwoman Deborah Bruch Bucki, Deputy Supervisor/Councilwoman Shawn Lavin, Councilman Michael R. Szukala, Councilman
There were absent:	
Also present:	Francina J. Spoth, Town Clerk

* * *

_____ offered the following resolution and moved its adoption:

Attachment: CertBondReso (RES-2023-590 : Highway Vehicles and Equipment - 5YPPU (Bond Resolution - $100,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED JULY 10, 2023, AUTHORIZING THE ACQUISITION OF VEHICLES FOR THE TOWN HIGHWAY DEPARTMENT, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $100,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $100,000 TO FINANCE SAID APPROPRIATION

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to acquire vehicles for the Town Highway Department, as described in the map, plan and report dated June 2023, prepared by the Town Highway Department (2023-2028 Capital Improvement Program Project H-1). The total estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $100,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the principal amount of $100,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of $100,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said appropriation.

Attachment: CertBondReso (RES-2023-590 : Highway Vehicles and Equipment - 5YPPU (Bond Resolution - $100,000))

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

(a) The period of probable usefulness applicable to the class of objects or purposes for which said bonds are authorized to be issued, within the limitations of Section Sections 11.00 a. 29 of the Law, is five (5) years.

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

(c) The proposed maturity of the bonds authorized by this resolution will not exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Town, payable as to both principal and interest by general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds, and any notes in anticipation thereof to mature in such year, and (b) the payment of interest to be due and payable in such year.

Attachment: CertBondReso (RES-2023-590 : Highway Vehicles and Equipment - 5YPPU (Bond Resolution - $100,000))

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

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

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

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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

Section 7. This bond resolution shall take effect immediately, and the Town Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the

Attachment: CertBondReso (RES-2023-590 : Highway Vehicles and Equipment - 5YPPU (Bond Resolution - $100,000))

"Amherst Bee," a newspaper having a general circulation within said Town and hereby designated as the official newspaper of the Town for such publication.

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

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2023-590 : Highway Vehicles and Equipment - 5YPPU (Bond Resolution - $100,000))

CERTIFICATE

I, Francina J. Spoth, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on July 10, 2023, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this _____day of July, 2023.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2023-590 : Highway Vehicles and Equipment - 5YPPU (Bond Resolution - $100,000))

Town of Amherst
Highway Department

Highway Vehicles and Equipment

2023 - 2028 C.I.P. Project H-1

Map, Plan & Report

June, 2023

CONTENTS:

- Approved *2023 - 2028 C.I.P. Project H-1*
- Introductions / Existing Conditions
- Proposed Scope
- Financial / Taxation Summary

Prepared by
Town of Amherst Highway Department
1042 North Forest Rd.
Williamsville, NY 14221
(716) 631-7117

Attachment: MPR H-1 Highway Vehicles & Equip - 5-Year PPU (RES-2023-590 : Highway Vehicles and Equipment - 5YPPU (Bond Resolution -

TOWN OF AMHERST
Highway Vehicle and Equipment Bond

2023-2028 CIP PROJECT H-1:

Approved 2023 – 2028 Capital Improvement Program (11-7-22)

Highway Department *Recommended Schedule (X $1,000)*

Project ID	Project Title/Description	2023	2024	2025	2026	2027	2028	Total Cost
H-1	**Highway Vehicles & Equipment:** Replacement of various vehicles and equipment.	1,000 LD	750 LD	750 LD	750 LD	750 LD	750 LD	**$4,650,000**
H-2	**Paving:** Repave various Town roads.	2,000 LD	2,000 LD	2,250 LD	2,250 LD	2,250 LD	2,250 LD	**$13,250,000**
H-3	**Town-wide Road Striping:** Striping of various Town roads.	100 LD	101.9 LD	101.9 LD	101.9 LD	101.9 LD	101.9 LD	**$609,500**
H-4	**Town-wide Curbing Repair:** Replacement of Town curbs as needed based on complaints received.	50 LD	100 LD	100 LD	100 LD	100 LD	201.3 LD	**$651,300**
H-5	**Town-wide Guide Rail Replacement:** Replace guide rails that are in disrepair.		50 LD	50 LD	50 LD	50 LD	50 LD	**$250,000**
H-6	**Town-wide Repair of Park Structures:** Repair structures on Town Park and Trail properties including restrooms, shelters, boat docks, benches, tables and seating.	200 LA	200 LA	200 LA	200 LA	200 LA	200 LA	**$1,200,000**
H-7	**Town-wide Tree Planting & Restoration:** Planting trees and shrubs in Town parks or rights-of-ways from missed spring plantings.	200 LA	100 LA	100 LA	100 LA	100 LA	100 LA	**$700,000**
	Various Signal Upgrades:	100 LA	115 LA	115 LA	115 LA	115 LA	115 LA	**$675,000**

INTRODUCTION / EXISTING CONDITIONS:

The 2023 CIP project is for the replacement of various Highway vehicles and equipment. The $1,000,000 project will be split into two bond authorizations - $900,000 with a 15-year PPU and $100,000 with a 5-year PPU.

PROPOSED SCOPE:

The vehicles outlined below are anticipated to be purchased in 2023. The vehicles have a useful life of at least 5 years. If prices change or vehicle availability becomes an issue, other vehicles or equipment may need to be substituted to meet the needs of the Highway Department.

Qty.	Equipment	Unit Price	Total Cost
2	½ Ton Pick-up Truck	$49,750	$99,500

TAXATION SUMMARY:

Total Bond Amount:	$100,000 (Highway Fund)
Bond Term:	5 Years
Annual Tax Impacts:	$0.0022 per $1,000 AV
Typical Property Taxation Impact:	$0.5486 per $250,000 property

Attachment: MPR H-1 Highway Vehicles & Equip - 5-Year PPU (RES-2023-590 : Highway Vehicles and Equipment - 5YPPU (Bond Resolution -

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 27713 **RESOLUTION 2023-591** **ROLL CALL VOTE (ADOPTED)**

Townwide Curbing Replacement (Bond Resolution - $50,000)

AGENDA ITEM : JULY 10th, 2023

TO: **Town Board**

FROM: **Martin A. Polowy, Esq., Town Attorney**

DATE: **July 5, 2023**

RE: **Townwide Curbing Replacement**
2023-2028 C.I.P. - Project H-4
Bond Resolution - $50,000

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $50,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

MAP:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, **Agenda Item - July 10, 2023**)
Daryl C. Bramer, Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Patrick G. Lucey, Highway Superintendent (*w/attachments*)
Dominic Creamer, General Crew Chief (*w/attachments*)

7/10/2023
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - $50,000

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM June 14, 2023

TO: Patrick Lucey, Highway Supt.
Highway Department

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Determination
Town-wide Curb Replacement
2023-2028 C.I.P. Project H-4

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5. Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\H-4_Town_wide curb replacement _06_14_2023.docx

cc:
Martin Polowy, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: SEQR H-4 (RES-2023-591 : Townwide Curbing Replacement (Bond Resolution - $50,000))

Town of Amherst
Highway Department

Town-Wide Curbing Replacement

2023 - 2028 C.I.P. Project H-4

Map, Plan & Report

June 2023

CONTENTS:

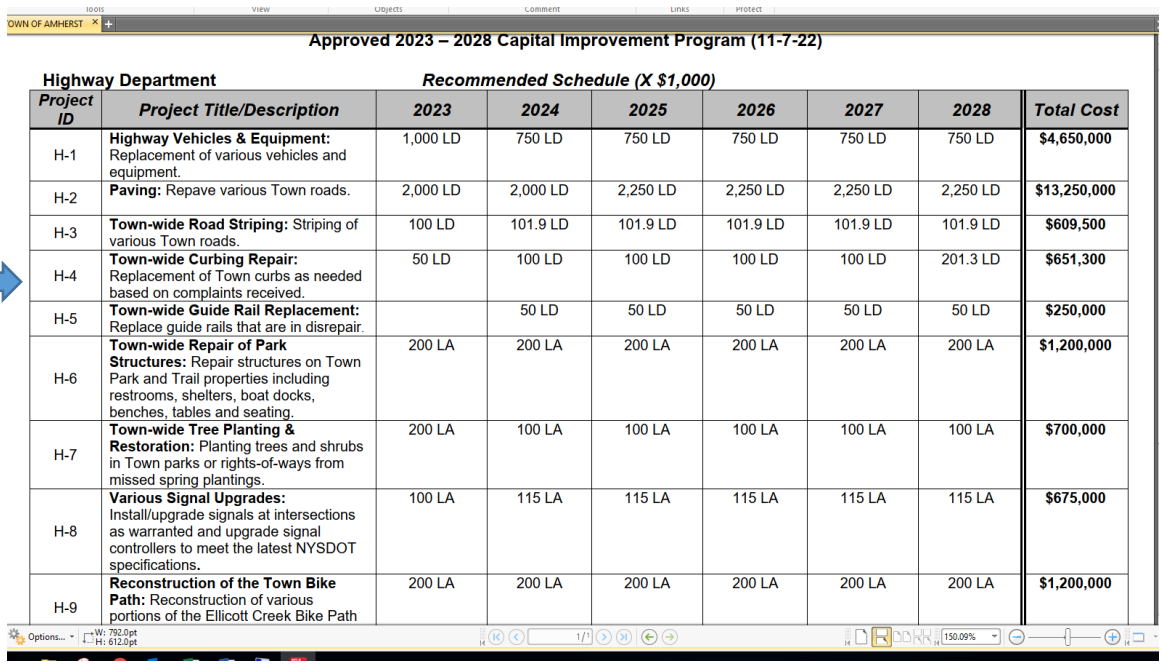
- Approved 2023 - 2028 C.I.P. Project H-4
- Introductions / Existing Conditions
- Proposed Scope
- Financial / Taxation Summary
- SEQR Determination – Type II Action

Prepared by
Town of Amherst Highway Department
1042 North Forest Rd.
Williamsville, NY 14221
(716) 631-7117

Attachment: MPR H-4 Town Wide Curbing Repair (RES-2023-591 : Townwide Curbing Replacement (Bond Resolution - $50,000))

TOWN OF AMHERST
Town-Wide Curbing Replacement

2023-2029 CIP PROJECT H-4:



Approved 2023 – 2028 Capital Improvement Program (11-7-22)

Highway Department *Recommended Schedule (X $1,000)*

Project ID	Project Title/Description	2023	2024	2025	2026	2027	2028	Total Cost
H-1	**Highway Vehicles & Equipment:** Replacement of various vehicles and equipment.	1,000 LD	750 LD	750 LD	750 LD	750 LD	750 LD	**$4,650,000**
H-2	**Paving:** Repave various Town roads.	2,000 LD	2,000 LD	2,250 LD	2,250 LD	2,250 LD	2,250 LD	**$13,250,000**
H-3	**Town-wide Road Striping:** Striping of various Town roads.	100 LD	101.9 LD	101.9 LD	101.9 LD	101.9 LD	101.9 LD	**$609,500**
H-4	**Town-wide Curbing Repair:** Replacement of Town curbs as needed based on complaints received.	50 LD	100 LD	100 LD	100 LD	100 LD	201.3 LD	**$651,300**
H-5	**Town-wide Guide Rail Replacement:** Replace guide rails that are in disrepair.		50 LD	50 LD	50 LD	50 LD	50 LD	**$250,000**
H-6	**Town-wide Repair of Park Structures:** Repair structures on Town Park and Trail properties including restrooms, shelters, boat docks, benches, tables and seating.	200 LA	200 LA	200 LA	200 LA	200 LA	200 LA	**$1,200,000**
H-7	**Town-wide Tree Planting & Restoration:** Planting trees and shrubs in Town parks or rights-of-ways from missed spring plantings.	200 LA	100 LA	100 LA	100 LA	100 LA	100 LA	**$700,000**
H-8	**Various Signal Upgrades:** Install/upgrade signals at intersections as warranted and upgrade signal controllers to meet the latest NYSDOT specifications.	100 LA	115 LA	115 LA	115 LA	115 LA	115 LA	**$675,000**
H-9	**Reconstruction of the Town Bike Path:** Reconstruction of various portions of the Ellicott Creek Bike Path	200 LA	200 LA	200 LA	200 LA	200 LA	200 LA	**$1,200,000**

Attachment: MPR H-4 Town Wide Curbing Repair (RES-2023-591 : Townwide Curbing Replacement (Bond Resolution - $50,000))

TOWN OF AMHERST
Town-Wide Curbing Replacement

INTRODUCTION / EXISTING CONDITIONS:

Within the boundaries, the Town of Amherst owns approximately 376 linear miles of asphalt roadways. Part of the maintenance program is to maintain deteriorated curbing. Due to budget restraints, town roads are maintained on an as needed basis.

PROPOSED SCOPE:

Replacement of Town curbs as needed based on complaints received. It is anticipated that all of the above referenced activities will be completed by the end of 2024. The above project will be bonded against the Town of Amherst Highway Fund at a total project cost of $50,000. The scope of this project will have a period of probable usefulness of a minimum of 10 years.

FINANCIAL SUMMARY:

Construction	$49,750
Legal/Admin	250
Total Bond	$50,000

TAXATION SUMMARY:

Total Bond Amount:	$ 50,000 (Highway Fund)
Bond Term:	10 Years
Annual Tax Impacts:	$0.0006 per $1,000 AV
Typical Property Taxation Impact:	$0.1506 per $250,000 property

SEQR:

See attached determination from the Amherst Planning Department.

Attachment: MPR H-4 Town Wide Curbing Repair (RES-2023-591 : Townwide Curbing Replacement (Bond Resolution - $50,000))

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM June 14, 2023

TO: Patrick Lucey, Highway Supt.
Highway Department

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Determination
Town-wide Curb Replacement
2023-2028 C.I.P. Project H-4

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5. Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\H-4_Town_wide curb replacement _06_14_2023.docx

cc:
Martin Polowy, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: MPR H-4 Town Wide Curbing Repair (RES-2023-591 : Townwide Curbing Replacement (Bond Resolution - $50,000))

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

July 10, 2023

* * *

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on July 10, 2023.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Jacqualine Berger, Councilwoman Deborah Bruch Bucki, Deputy Supervisor/ Councilwoman Shawn Lavin, Councilman Michael R. Szukala, Councilman
There were absent:	
Also present:	Francina J. Spoth, Town Clerk

* * *

_____ offered the following resolution and moved its adoption:

Attachment: CertBondReso (RES-2023-591 : Townwide Curbing Replacement (Bond Resolution - $50,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED JULY 10, 2023, AUTHORIZING IMPROVEMENTS TO CURBS LOCATED THROUGHOUT THE TOWN, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $50,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $50,000 TO FINANCE SAID APPROPRIATION

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to undertake improvements to curbs located throughout the Town, as described in the map, plan and report dated June 2023, prepared by the Town Highway Department (2023-2028 Capital Improvement Program Project H-4). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $50,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of $50,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of $50,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said objects or purposes as set forth in section 1 hereof.

Attachment: CertBondReso (RES-2023-591 : Townwide Curbing Replacement (Bond Resolution - $50,000))

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

(a) The period of probable usefulness applicable to the class of objects or purposes for which said $50,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 24 of the Law, is ten (10) years.

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

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Town, payable as to both principal and interest by general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds, and any notes in anticipation thereof to mature in such year, and (b) the payment of interest to be due and payable in such year.

Attachment: CertBondReso (RES-2023-591 : Townwide Curbing Replacement (Bond Resolution - $50,000))

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

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

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

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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

Attachment: CertBondReso (RES-2023-591 : Townwide Curbing Replacement (Bond Resolution - $50,000))

Section 7. This bond resolution is subject to a permissive referendum and the Town Clerk is hereby authorized and directed, within ten (10) days after the adoption of this resolution, to cause to be published, in full, in "The Amherst Bee," a newspaper having a general circulation within said Town and hereby designated the official newspaper of the Town for such publication and posted on the sign board of the Town maintained pursuant to the Town Law, a Notice in substantially the following form:

Attachment: CertBondReso (RES-2023-591 : Townwide Curbing Replacement (Bond Resolution - $50,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on July 10, 2023, the Town Board of the Town of Amherst, in the County of Erie, New York, adopted a bond resolution entitled:

> "BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED JULY 10, 2023, AUTHORIZING IMPROVEMENTS TO CURBS LOCATED THROUGHOUT THE TOWN, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $50,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $50,000 TO FINANCE SAID APPROPRIATION"

an abstract of which bond resolution concisely stating the purpose and effect thereof, being as follows:

FIRST: AUTHORIZING said Town is authorized to undertake improvements to curbs located throughout the Town, as described in the map, plan and report dated June 2023, prepared by the Town Highway Department (2023-2028 Capital Improvement Program Project H-4); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $50,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of $50,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $50,000 pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is ten (10) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes shall be general obligations of the Town; and PLEDGING to their payment the faith and credit of the Town;

FIFTH: DELEGATING to the Supervisor the powers and duties as to the issuance of said bonds, and any bond anticipation notes issued in anticipation of said bonds, or the renewals thereof; and

Attachment: CertBondReso (RES-2023-591 : Townwide Curbing Replacement (Bond Resolution - $50,000))

SIXTH: DETERMINING that the bond resolution is subject to a permissive referendum.

DATED: July 10, 2023

FRANCINA J. SPOTH,
Town Clerk

Section 8. The Town Clerk is hereby authorized and directed to cause said bond resolution to be published, in summary, after said bond resolution shall take effect, in the newspaper referred to in Section 7 hereof, and hereby designated the official newspaper for said publication, together with a Notice in substantially the form as provided by Section 81.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York.

* * *

Attachment: CertBondReso (RES-2023-591 : Townwide Curbing Replacement (Bond Resolution - $50,000))

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

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2023-591 : Townwide Curbing Replacement (Bond Resolution - $50,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on July 10, 2023, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this _____day of July, 2023.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2023-591 : Townwide Curbing Replacement (Bond Resolution - $50,000))

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 27719 A **RESOLUTION 2023-592** **ADOPTED**

WPCF Multi-Project Bond (OCPH - $1.325M) (3 Projects)

AGENDA ITEM : JULY 10TH, 2023

TO: **Town Board**

FROM: **Martin A. Polowy, Esq., Town Attorney**

DATE: **July 5, 2023**

RE: **Cryogenic Oxygen Plant Replacement Design**
2023-2028 CIP Project E-10 ($350,000)

Building Equipment and Infrastructure - Phase 4
2023-2028 CIP Project E-12 ($800,000)

HVAC Facility Improvements - Phase 5
2023-2028 CIP Project E-13 ($175,000)

Order Calling Public Hearing - $1.325M (3 Projects)

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on July 24, 2023 at 7:00 p.m.

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

Thank you.

MAP:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - July 10, 2023**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachment*)
Michael Poslinski, Senior Engineer Assistant (*w/attachment*)

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

Eventual Bond Resolution After Public Hearing Is Held - $1.325M (3 Projects)

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

At a regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 10th of July, 2023.

PRESENT:

Hon. Brian J. Kulpa, Supervisor
Jacqualine Berger, Councilwoman,
Deborah Bruch Bucki, Deputy Supervisor/Councilwoman
Shawn Lavin, Councilman
Michael R. Szukala, Councilman

In the Matter

of the

Increase and Improvement of Facilities of the Consolidated Sanitary Sewer District, in the Town of Amherst, in the County of Erie, New York, pursuant to Section 202-b of the Town Law

---

Offered by:

Seconded by:

ORDER CALLING FOR A PUBLIC HEARING TO BE HELD ON JULY 24, 2023

WHEREAS, the Town Board of the Town of Amherst (herein called the "Town"), in the County of Erie, New York, on behalf of the Consolidated Sanitary Sewer District, in the Town (herein referred to as the "District"), has caused the Town Engineering Department, engineers duly licensed by the State of New York (the "Engineer") to prepare three (3) maps, plans and reports each dated June 21, 2023 for the increase and improvement of facilities of the District, consisting of (i) planning costs for the replacement of the Cryogenic Oxygen Plant in the Town's

Attachment: CertOCPH (RES-2023-592 : WPCF Multi-Project Bond (OCPH - $1.325M))

Water Pollution Control Facility ("WPCF") (2023-2028 CIP Project No. E-10), (ii) infrastructure improvements to the WPCF - Phase 4 (2023-2028 CIP Project No. E-12), and (ii) HVAC improvements to the WPCF - Phase 5 (2023-2028 CIP Project No. E-13), respectively; and

WHEREAS, pursuant to the direction of the Town, the Engineer has completed and filed with the Town Board such preliminary maps, plans and reports for said increase and improvement of facilities of the District and has estimated the total cost thereof to be $1,325,000; and

WHEREAS, the Town Board, as lead agency, has given due consideration to the impact that the projects described herein may have on the environment and has determined that each of the projects are Type II actions pursuant to the State Environmental Quality Review Act (SEQRA), constituting Article 8 of the Environmental Conservation Law, and 6 N.Y.C.R.R., Regulations Part 617.5;

NOW, THEREFORE, BE IT

ORDERED, that a regular meeting of the Town Board of the Town be held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 24th day of July, 2023 at 7:00 o'clock P.M. (Prevailing Time) to consider said increase and improvement of facilities of the District and to hear all persons interested in the subject thereof concerning the same

FURTHER ORDERED, that the Town Clerk publish at least once in the "*Amherst Bee,"* hereby designated as the official newspaper of the Town for such publication, and post on the Town's website at www.amherst.ny.us, on the front entrance door and rear doors of Town Hall and on the sign board of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law, a Notice of such public hearing, substantially in the form attached hereto as Exhibit A, the

Attachment: CertOCPH (RES-2023-592 : WPCF Multi-Project Bond (OCPH - $1.325M))

first publication thereof and said posting to be not less than ten (10) nor more than twenty (20) days before the date of such public hearing.

DATED: July 10, 2023

TOWN BOARD OF THE TOWN OF AMHERST

(SEAL)

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

Supervisor Brian J. Kulpa	voting_____
Councilwoman Jacqualine Berger	voting_____
Deputy Supervisor/ Councilwoman Deborah Bruch Bucki	voting_____
Councilman Shawn Lavin	voting _____
Councilman Michael R. Szukala	voting _____

The Order was declared adopted.

* * * * *

Attachment: CertOCPH (RES-2023-592 : WPCF Multi-Project Bond (OCPH - $1.325M))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, DO HEREBY CERTIFY that I have compared the preceding Order Calling for a Public Hearing with the original thereof filed in the office of the Town Clerk on the 10th of July, 2023, and that the same is a true and correct copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town on this _____ day of July, 2023.

(SEAL)

_____

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPH (RES-2023-592 : WPCF Multi-Project Bond (OCPH - $1.325M))

Exhibit A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Amherst, in the County of Erie, State of New York, will meet at the Town Hall, 5583 Main Street, Williamsville, New York, on July 24, 2023, at 7 o'clock P.M. (Prevailing Time), for the purpose of conducting a public hearing in relation to the proposed increase and improvement of facilities of Consolidated Sanitary Sewer District (the "District"), consisting of (i) planning costs for the replacement of the Cryogenic Oxygen Plant in the Town's Water Pollution Control Facility ("WPCF") (2023-2028 CIP Project No. E-10), (ii) infrastructure improvements to the WPCF - Phase 4 (2023-2028 CIP Project No. E-12), and (ii) HVAC improvements to the WPCF - Phase 5 (2023-2028 CIP Project No. E-13), all as described in the respective maps, plans and reports each dated June 21, 2023 prepared by the Town Engineering Department. The current approved estimated maximum cost of the project is $1,325,000, which is proposed to be financed through issuance of bonds by the Town of Amherst on behalf of the District, payable by levy and collections of assessments on real property in the District. Therefore, the project cost burden is expected to be borne by District property owners throughout the expected term of the bonds. However, the bonds to be issued shall be general obligation bonds of the Town of Amherst and in the event the amount of assessments collected within the District is insufficient to pay the cost of the project and/or the debt service related to the project, such costs and/or debt service shall be paid from the general Town taxes. Further details concerning such proposed increase and improvement of facilities and the estimated costs thereof are set forth in the above-mentioned map, plan and report which is available for review at the office of the Town Clerk.

BY ORDER OF THE TOWN BOARD OF THE
TOWN OF AMHERST

Dated: July 10, 2023
Williamsville, New York

Francina J. Spoth
Town Clerk

Attachment: CertOCPH (RES-2023-592 : WPCF Multi-Project Bond (OCPH - $1.325M))

Attachment: MPR E-10 WPCF Cryogenic O2 Plant Replacement Design (RES-2023-592 : WPCF Multi-Project Bond (OCPH - $1.325M))

Town of Amherst

Engineering Department

Water Pollution Control Facility

CRYOGENIC OXYGEN PLANT REPLACEMENT DESIGN

Town of Amherst Project # 2020.002B

2023 – 2028 Capital Improvement Program
Project E-10

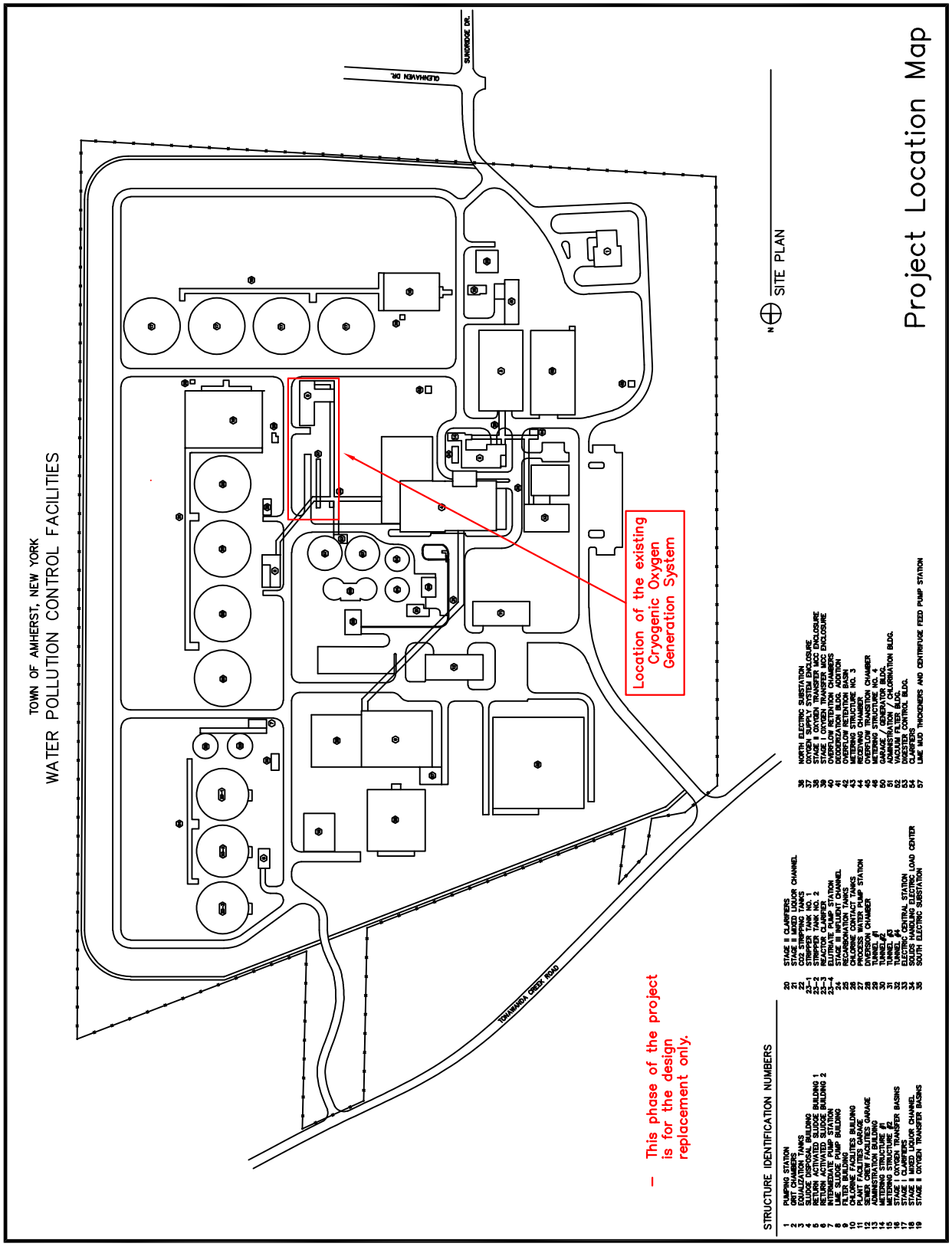
Map, Plan & Report
June 21, 2023

Contents:

- Project Site / Location Plan
- Existing Conditions
- Proposed Scope of Improvements
- Financial / Taxation Summary
- Town of Amherst Planning Department SEQR Determination

Town of Amherst Engineering Department
Water Pollution Control Facility
455 Tonawanda Creek Road
Amherst, NY 14228
(716) 691-9771 / Fax: (716) 691-4496

WATER POLLUTION CONTROL FACILITIES SITE PLAN:



1.0 FACILITY DESCRIPTION

The Town of Amherst (Town) WPCF, located at 455 Tonawanda Creek Road, has been in operation since the 1970s. The WPCF processes wastewater from the Towns of Amherst and Clarence, and the Village of Williamsville. This facility is a pure oxygen activated sludge treatment plant which provides preliminary, primary, and secondary treatment, as well as tertiary filtration. Plant effluent is seasonally disinfected with sodium hypochlorite and dechlorinated prior to discharge into Tonawanda Creek.

The WPCF is rated at a monthly average flow of 48 MGD according to the Town's State Pollution Discharge Elimination System (SPDES) Permit. In addition, the Town's High Flow Management Plan, High Flow Procedures state that Stage I treatment must sustain a minimum peak flow of 85 MGD, while Stage II must be capable of sustaining a minimum peak treatment capacity of 60 MGD.

2.0 WPCF CRYOGENIC OXYGEN PLANT DESIGN REPLACEMENT

2.1 EXISTING CONDITIONS

The facility's Stage I and Stage II oxygen transfer basins are fed with high-purity oxygen, generated on-site by a 40-ton cryogenic oxygen generation system. Cryogenic oxygen generation takes advantage of the differential boiling points of atmospheric gases to separate and refine a high-purity oxygen stream. This process requires more thorough and intense monitoring and operation than alternative methods of oxygen generation.

In 2011, a consultant determined that energy usage per unit of water treated was high compared to other activated sludge WWTPs of comparable size. Most of the energy was used by cryogenic equipment in the activated sludge system. The 40-year-old plus cryogenic system is nearing the end of its useful life. The variable costs of electric supply and delivery, the high cost of maintaining the existing system in good working order, improvements over the past decade in other oxygen generation technologies, and the Town's interest in providing municipal services in a cost-effective and operationally efficient manner prompted the Town to have a study performed to evaluate multiple replacement or upgrade options. The Town will be moving forward with design of the recommended replacement to the existing oxygen generation system with a more energy efficient system.

2.1.1 SCOPE OF IMPROVEMENTS

A consultant will be hired by the Town to design the replacement to the existing cryogenic oxygen generation system and any associated appurtenances with a more energy efficient oxygen generation system.

2.1.2 FINANCING

The WPCF Cryogenic Oxygen Plant Design Replacement Project will be designed during 2023 - 2024. The work described above will be bonded against the Consolidated Sanitary Sewer District at a *total project cost* of $350,000. The above project can be characterized as a replacement-in-kind project.

Attachment: MPR E-10 WPCF Cryogenic O2 Plant Replacement Design (RES-2023-592 : WPCF Multi-Project Bond (OCPH - $1.325M))

FINANCIAL SUMMARY:

Construction Costs	$ 0
Engineering Fees	$ 348,250
Legal / Administrative /Interest	$ 1,750
Contingencies	$ 0
Total Amount to be bonded	**$ 350,000**

2.1.3 TAX IMPACTS

Taxation Summary:

- Current Bond Request: $ 350,000
- Bond Term: 5 years
- Annual Tax Impacts: $0.0063 per year, per $1,000 AV
- Typical Property Taxation Impacts: $1.5631 per year, per $250,000 property

Attachment: MPR E-10 WPCF Cryogenic O2 Plant Replacement Design (RES-2023-592 : WPCF Multi-Project Bond (OCPH - $1.325M))

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM June 13, 2023

TO: Michael J. Poslinski, Senior Engineering Assistant
Engineering Department

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Determination
Cyrogenic Oxygen Plant Design Replacement
2023-2028 C.I.P. Project E-10

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5. Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\E_10_June 13_2023_Cryogenic Oxygen Plant Replac.docx

cc:
Daniel Howard, Planning Director
Martin Polowy, Town Attorney

Attachment: MPR E-10 WPCF Cryogenic O2 Plant Replacement Design (RES-2023-592 : WPCF Multi-Project Bond (OCPH - $1.325M))

Town of Amherst

Engineering Department

Water Pollution Control Facility

BUILDING AND EQUIPMENT INFRASTRUCTURE – PHASE 4

Town of Amherst Project # 2023.002B

2023 – 2028 Capital Improvement Program
Project E-12

Map, Plan & Report
June 21, 2023

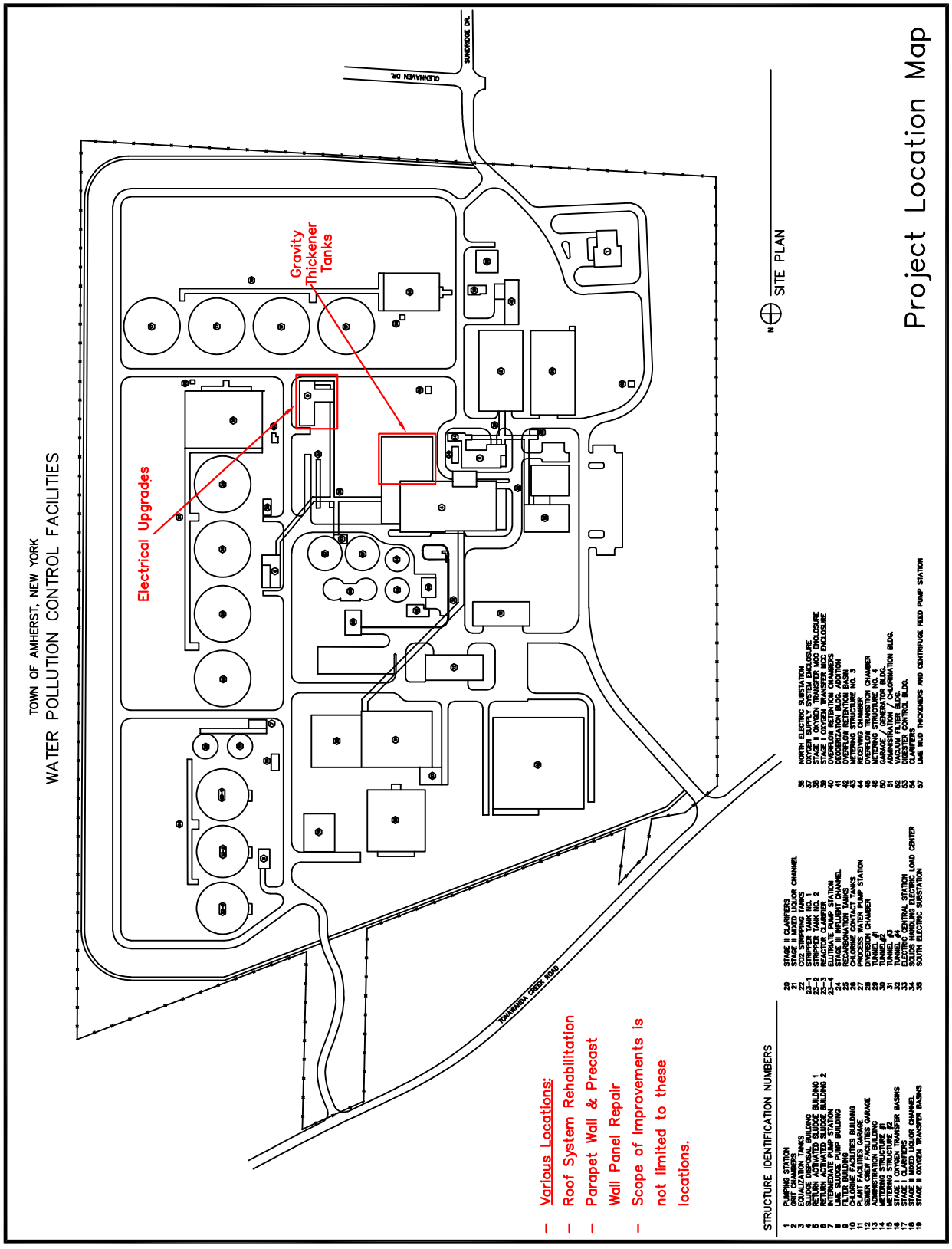
Contents:

- Project Site / Location Plan
- Existing Conditions
- Proposed Scope of Improvements
- Financial / Taxation Summary
- Town of Amherst Planning Department SEQR Determination

Town of Amherst Engineering Department
Water Pollution Control Facility
455 Tonawanda Creek Road
Amherst, NY 14228
(716) 691 - 9771 / Fax: (716) 691 - 4496

Attachment: MPR E-12 WPCF Building & Equip Infrastructure Phase 4 (RES-2023-592 : WPCF Multi-Project Bond (OCPH - $1.325M))

WATER POLLUTION CONTROL FACILITIES SITE PLAN:



Attachment: MPR E-12 WPCF Building & Equip Infrastructure Phase 4 (RES-2023-592 : WPCF Multi-Project Bond (OCPH - $1.325M))

1.0 FACILITY DESCRIPTION

The Town of Amherst (Town) WPCF, located at 455 Tonawanda Creek Road, has been in operation since the 1970s. The WPCF processes wastewater from the Towns of Amherst and Clarence, and the Village of Williamsville. This facility is a pure oxygen activated sludge treatment plant which provides preliminary, primary, and secondary treatment, as well as tertiary filtration. Plant effluent is seasonally disinfected with sodium hypochlorite and dechlorinated prior to discharge into Tonawanda Creek.

The WPCF is rated at a monthly average flow of 48 MGD according to the Town's State Pollution Discharge Elimination System (SPDES) Permit. In addition, the Town's High Flow Management Plan, High Flow Procedures state that Stage I treatment must sustain a minimum peak flow of 85 MGD, while Stage II must be capable of sustaining a minimum peak treatment capacity of 60 MGD.

2.0 WPCF BUILDING AND EQUIPMENT INFRASTRUCTURE – PHASE 4

2.1 EXISTING CONDITIONS

The WPCF has 58 buildings and structures on the premises with many of them housing equipment that is critical for plant operation. Most of the site structures were built in the late 1970s and are showing signs of deterioration.

In 2019, the Town hired a consultant to perform a building condition survey of the existing facilities at the WPCF. The final report contained a description of the building systems surveyed, their observed conditions, and recommended repairs. From the consultant's observations, they concluded that the many of the structures had deteriorating exterior building envelopes. These issues being failing roof systems, deteriorating parapet walls & precast wall panels, brick spalling and cracked or missing joint sealant.

The goal of this funding action and its associated projects will be to 1.) extend the life of various structures, 2.) improve building efficiency, and 3.) reduce safety concerns. In addition, essential equipment will be replaced in order to provide reliable equipment that will not interrupt the plant process.

This project will focus on the following areas of improvements, but are not limited to:

Roof System Rehabilitation:

Presently there are a number of buildings located at the WPCF with roof systems that are in failure mode for numerous reasons. Some roof areas have leaking and or ponding issues due to deficient drainage system installation, skylight failure and/or degradation over time. All buildings roofs with failures will be addressed with an entire roof replacement.

Initial funds for this project were bonded in 2016 & 2021. This Infrastructure Bond will provide additional funds towards this project. Currently, a consultant is designing this project, and the anticipated bid date will be in the fall of 2023.

Attachment: MPR E-12 WPCF Building & Equip Infrastructure Phase 4 (RES-2023-592 : WPCF Multi-Project Bond (OCPH - $1.325M))

Parapet Wall & Precast Wall Panel Repair / Rehabilitation:

From the 2019 building condition survey, the consultant observed that multiple buildings had existing precast concrete wall panels and parapet walls that were failing. Most of the structures were built in the late 1970s, and over time some of these walls have deteriorated due to cracked sealant joints, rusted steel lintels, misaligned anchor fasteners, failing wall flashing and no protective capping on the parapet walls.

In late April 2020, a precast panel forming part of the east parapet of Building 4 detached from the building and fell to the ground. It was observed that the roof system had failed in this area, and the anchorage that held the panel in place had corroded. In order to safe guard personal and other structures, the Town installed multiple anchor bolts on each of the precast panels in this section of the building.

Ultimately, all buildings with failing parapet walls and precast wall panels will need to be addressed with repairs or full replacements. Initial funds for this project were bonded in 2021. This Infrastructure Bond will provide additional funds towards this project. Currently, a consultant is designing this project, and the anticipated bid date will be in the fall of 2023.

Rebuild of Gravity Thickener Solids Handling Tanks:

The solids handling systems provide for the collection, thickening, dewatering and disposal of solids generated in the plant. The organic solids include raw sludge and scum from the Equalization Tanks, grit from the Grit Chambers and waste activated sludge and scum from the Stage 1 and Stage 2 Clarifiers. With a few exceptions, all solids handling processes and equipment are located in the Sludge Disposal Building.

Thickening wastewater solids reduces the volume of residuals, improves operation, and reduces costs for subsequent storage, processing, transfer, end use or disposal. The WPCF's blended sludge is thickened in the solids handling process utilizing four gravity thickener tanks. The chain & flight sludge collector tanks, pumps and associated appurtenances were originally installed in the late 1970s. The equipment for this system operates in a very harsh, corrosive atmosphere and are at the end of their useful life. The tanks are in need of rehabilitation, and the associated pumps & piping need replacement.

Initial funds for this project were bonded in 2020. This Infrastructure Bond will provide additional funds towards this project. Currently, a consultant is designing this project, and the anticipated bid date will be in late 2023.

Electrical Upgrades – Phase 4:

The electrical system is an essential part of this facility's operation. Almost all of the processes depend upon some form of electrical power; whether it is used to pump wastewater, sludge, chemicals, drive sludge collecting mechanisms or power sludge dewatering equipment.

Power from the electrical substations feed thirty-five motor control centers (MCC) that contain motor starters, current transformers, switches, control relays and circuit breakers. The MCCs were originally installed in the late 1970s. These units operate in a very harsh, corrosive atmosphere and the plant staff

Attachment: MPR E-12 WPCF Building & Equip Infrastructure Phase 4 (RES-2023-592 : WPCF Multi-Project Bond (OCPH - $1.325M))

has made numerous spot repairs to the units during the past 30 years. These units are in need of a replacement, because the units have exceeded their useful life, and further replacement parts are unavailable.

The MCCs located at the treatment plant have been in service much longer than their intended service-life. Replacing the aged electrical equipment will assure that key components of the wastewater treatment plant operate with uninterrupted electrical service and minimize the risk for workers who must operate these components.

Initial funds for this project were bonded in 2017. This Infrastructure Bond will provide additional funds towards this project. Currently, a consultant is designing this project, and the anticipated bid date will be in late 2023.

2.1.1 SCOPE OF IMPROVEMENTS

Roof System Rehabilitation:

Replace failing roof systems throughout the facility. These roof replacements will include complete correction of all critical design details including all insulation, flashing, drainage, curb details, and any other associated components of the roof system.

Parapet Wall & Precast Wall Panel Repair / Rehabilitation:

Rehabilitate or replace failing parapet walls and precast wall panels throughout the facility. This scope will also include any other improvements needed to the building's envelope.

Rebuild of Gravity Thickener Solids Handling Tanks:

Provide upgrades and replacements to various components of the existing solids handling system and any other associated components.

Electrical Upgrades – Phase 4:

Replacement of various electrical systems, which includes Motor Control Centers and associated appurtenances.

2.1.2 FINANCING

The WPCF Building and Equipment Infrastructure – Phase 4 Project will be completed during 2023 - 2024. The work described above will be bonded against the Consolidated Sanitary Sewer District at a *total project cost* of $800,000. The above project can be characterized as a replacement-in-kind project.

FINANCIAL SUMMARY:

Estimated Construction Costs	$ 796,000
Engineering Fees	$ 0
Legal / Administrative /Interest	$ 4,000
Contingencies	$ 0
Total Amount to be bonded	**$ 800,000**

Attachment: MPR E-12 WPCF Building & Equip Infrastructure Phase 4 (RES-2023-592 : WPCF Multi-Project Bond (OCPH - $1.325M))

It is important to note that the above project costs are estimates only and the department reserves the ability to maneuver funding between projects as necessary.

2.1.3 TAX IMPACTS

Taxation Summary:

• Current Bond Request:	$ 800,000	
• Bond Term:	40	years
• Annual Tax Impacts:	$0.0032	per year, per $1,000 AV
• Typical Property Taxation Impacts:	$0.8036	per year, per $250,000 property

Attachment: MPR E-12 WPCF Building & Equip Infrastructure Phase 4 (RES-2023-592 : WPCF Multi-Project Bond (OCPH - $1.325M))

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM June 13, 2023

TO: Michael J. Poslinski, Senior Engineering Assistant
Engineering Department

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Determination
WPCF – Building & Equipment Infrastructure, Phase 4
2023-2028 C.I.P. Project E-12

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5. Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\E_12_June 13_2023_WPCF_ Building and Equip_Phase 4.docx

cc:
Daniel Howard, Planning Director
Martin Polowy, Town Attorney

Attachment: MPR E-12 WPCF Building & Equip Infrastructure Phase 4 (RES-2023-592 : WPCF Multi-Project Bond (OCPH - $1.325M))

Town of Amherst

Engineering Department

Water Pollution Control Facility

HVAC FACILITY IMPROVEMENTS – PHASE 5

Town of Amherst Project #2017.002D

2023 – 2028 Capital Improvement Program
Project E-13

Map, Plan & Report
June 21, 2023

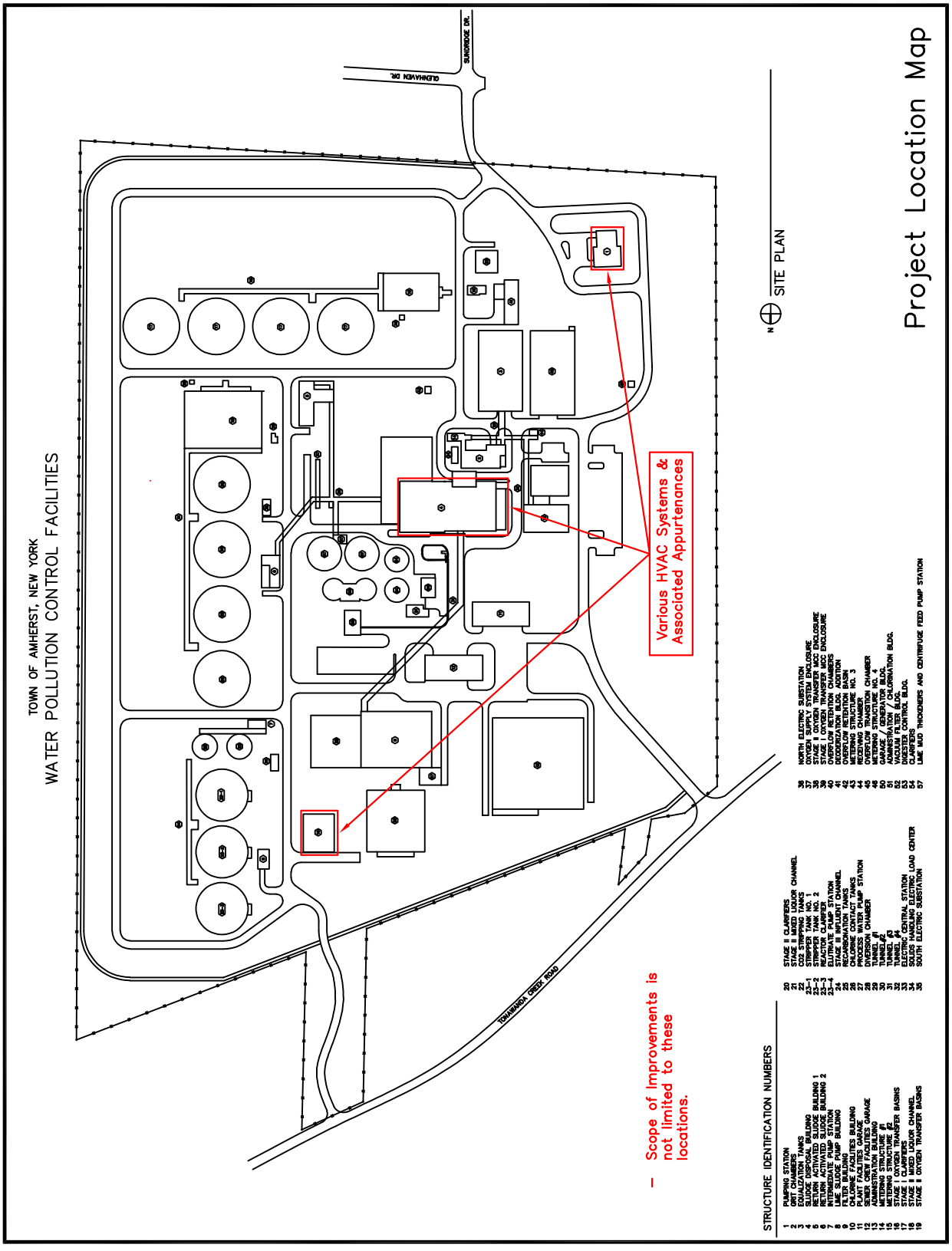
Contents:

- Project Site / Location Plan
- Existing Conditions
- Proposed Scope of Improvements
- Financial / Taxation Summary
- Town of Amherst Planning Department SEQR Determination

Town of Amherst Engineering Department
Water Pollution Control Facility
455 Tonawanda Creek Road
Amherst, NY 14228
(716) 691-9771 / Fax: (716) 691-4496

Attachment: MPR E-13 WPCF HVAC Facility Impr Phase 5 (RES-2023-592 : WPCF Multi-Project Bond (OCPH - $1.325M))

WATER POLLUTION CONTROL FACILITIES SITE PLAN:



Attachment: MPR E-13 WPCF HVAC Facility Impr Phase 5 (RES-2023-592 : WPCF Multi-Project Bond (OCPH - $1.325M))

1.0 FACILITY DESCRIPTION

The Town of Amherst (Town) WPCF, located at 455 Tonawanda Creek Road, has been in operation since the 1970s. The WPCF processes wastewater from the Towns of Amherst and Clarence, and the Village of Williamsville. This facility is a pure oxygen activated sludge treatment plant which provides preliminary, primary, and secondary treatment, as well as tertiary filtration. Plant effluent is seasonally disinfected with sodium hypochlorite and dechlorinated prior to discharge into Tonawanda Creek.

The WPCF is rated at a monthly average flow of 48 MGD according to the Town's State Pollution Discharge Elimination System (SPDES) Permit. In addition, the Town's High Flow Management Plan, High Flow Procedures state that Stage I treatment must sustain a minimum peak flow of 85 MGD, while Stage II must be capable of sustaining a minimum peak treatment capacity of 60 MGD.

2.0 WPCF HVAC FACILITY IMPROVEMENTS – PHASE 5

2.1 EXISTING CONDITIONS

The WPCF operates various units for its Heating, Ventilating and Air Conditioning (HVAC) systems. The types of heater systems installed at the facility include hot water (boiler), natural gas or electric type units as well as many air conditioning systems. The purpose of the HVAC systems is to provide for the proper temperature control, exhaust and make-up air for the plant processes, computer control components and related office areas, and provide treatment for the removal of odors or airborne contaminants. The majority of the HVAC systems were originally installed in the late 1970s. Many of the heating, cooling, and scrubber units are located in harsh and corrosive environments throughout the facility and require replacement. The advantages of the project will be to reduce energy consumption, reduce operating and maintenance costs, and provide an additional 20 years of useful life.

Initial funds for this project were bonded in 2017. This bond will provide additional funds towards the construction of this project. Currently, a consultant is designing this project, and the anticipated bid date will be in late 2023.

2.1.1 SCOPE OF IMPROVEMENTS

This project is for the replacement of various HVAC systems, which includes roof top units, hot water boilers, circulation pumps and associated appurtenances.

2.1.2 FINANCING

The WPCF HVAC Facility Improvements – Phase 5 Project will be completed during 2023 - 2024. The work described above will be bonded against the Consolidated Sanitary Sewer District at a *total project cost* of $175,000. The above project can be characterized as a replacement-in-kind project.

FINANCIAL SUMMARY:

Construction Costs	$ 174,125
Engineering Fees	$ 0

Attachment: MPR E-13 WPCF HVAC Facility Impr Phase 5 (RES-2023-592 : WPCF Multi-Project Bond (OCPH - $1.325M))

Legal / Administrative /Interest	$ 875
Contingencies	$ 0
Total Amount to be bonded	**$ 175,000**

It is important to note that the above project costs are estimates only and the department reserves the ability to maneuver funding between projects as necessary.

2.1.3 TAX IMPACTS

Taxation Summary:

• Current Bond Request:	$ 175,000	
• Bond Term:	10	years
• Annual Tax Impacts:	$0.0017	per year, per $1,000 AV
• Typical Property Taxation Impacts:	$0.4290	per year, per $250,000 property

Attachment: MPR E-13 WPCF HVAC Facility Impr Phase 5 (RES-2023-592 : WPCF Multi-Project Bond (OCPH - $1.325M))

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM June 13, 2023

TO: Michael J. Poslinski, Senior Engineering Assistant
Engineering Department

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Determination
WPCF – HVAC Facility Improvements, Phase 5
2023-2028 C.I.P. Project E-13

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5. Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\E_12_June 13_2023_WPCF_ Building and Equip_Phase 4.docx

cc:
Daniel Howard, Planning Director
Martin Polowy, Town Attorney

Attachment: MPR E-13 WPCF HVAC Facility Impr Phase 5 (RES-2023-592 : WPCF Multi-Project Bond (OCPH - $1.325M))

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 27718 **RESOLUTION 2023-593** **ADOPTED**

Sewer Building Improvements and Demolition - Re-Adopt OCPH (OCPH - $185,000)

AGENDA ITEM : JULY 10th, 2023

TO: **Town Board**

FROM: **Martin A. Polowy, Esq., Town Attorney**

DATE: **July 5, 2023**

RE: **2023 Engineering Department Sewer Building Improvements and Demolition**
2023 CIP Project No. F-6
Order Calling Public Hearing - $185,000

The attached request appeared on the June 20th Town Board agenda and was approved by scheduling a Public Hearing for the project on July 10, 2023 at 3:00 p.m.

Due to publication requirements, this Public Hearing must be rescheduled and held on July 24th, 2023 @ 7:00 p.m.

In this regard, kindly re-adopt the attached Order Calling Public Hearing regarding the above matter by scheduling the Public Hearing for July 24th, 2023 @ 7:00 p.m.

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

Thank you.

MAP:nmb
Attachment
c: Tim Koller, Deputy Town Clerk *(w/attachment*, **Agenda Item - July 10, 2023**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachment*)
Vaishali Reberholt, PE, Assistant Town Engineer (*w/attachment*)
Anne Dafchik, AIA, NCARB, Architect (*w/attachment*)
Daniel Rizzo, Director of Facilities (*w/attachments*)

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

Eventual Bond Resolution After Public Hearing Is Held - $185,000

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

At a regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 10th day of July, 2023.

PRESENT:

Hon. Brian J. Kulpa, Supervisor
Jacqualine Berger, Councilwoman,
Deborah Bruch Bucki, Deputy Supervisor/Councilwoman
Shawn Lavin, Councilman
Michael R. Szukala, Councilman

In the Matter

of the

Increase and Improvement of Facilities of the Consolidated Sanitary Sewer District, in the Town of Amherst, in the County of Erie, New York, pursuant to Section 202-b of the Town Law

---

Offered by:

Seconded by:

ORDER CALLING FOR A PUBLIC
HEARING TO BE HELD ON
JULY 24, 2023

WHEREAS, the Town Board of the Town of Amherst (herein called the "Town"), in the County of Erie, New York, on behalf of the Consolidated Sanitary Sewer District, in the Town (herein referred to as the "District"), has caused the Town Engineering Department, engineers duly licensed by the State of New York (the "Engineer"), to prepare the map, plan and report, dated June 2023, for the increase and improvement of facilities of the District, consisting of the demolition of the existing LAB building at the former Sanitary Sewer Treatment Plant 1, at the estimated maximum cost of $185,000 (CIP Project No. F-6); and

Attachment: CertOCPH.July242023 (RES-2023-593 : Sewer Building Improvements and Demolition - Re-Adopt OCPH (OCPH - $185,000))

WHEREAS, pursuant to the direction of the Town, the Engineer has completed and filed with the Town Board such preliminary map, plan and report for said increase and improvement of facilities of the District and has estimated the total cost thereof to be $185,000; and

WHEREAS, the Town Board, as lead agency, has given due consideration to the impact that the project described herein may have on the environment and has determined that the project is a Type II action pursuant to the State Environmental Quality Review Act (SEQRA), constituting Article 8 of the Environmental Conservation Law, and 6 N.Y.C.R.R., Regulations Part 617.5;

NOW, THEREFORE, BE IT

ORDERED, that a regular meeting of the Town Board of the Town be held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 24th day of July, 2023 at 7:00 o'clock P.M. (Prevailing Time) to consider said increase and improvement of the facilities of the District and to hear all persons interested in the subject thereof concerning the same

FURTHER ORDERED, that the Town Clerk publish at least once in the "*Amherst Bee,"* hereby designated as the official newspaper of the Town for such publication, and post on the Town's website at www.amherst.ny.us, on the front entrance door and rear doors of Town Hall and on the sign board of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law, a Notice of such public hearing, substantially in the form attached hereto as Exhibit A, the first publication thereof and said posting to be not less than ten (10) nor more than twenty (20) days before the date of such public hearing.

Attachment: CertOCPH.July242023 (RES-2023-593 : Sewer Building Improvements and Demolition - Re-Adopt OCPH (OCPH - $185,000))

DATED: July 10, 2023

TOWN BOARD OF THE TOWN OF AMHERST

(SEAL)

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

Supervisor Brian J. Kulpa	voting_____
Councilwoman Jacqualine Berger	voting_____
Deputy Supervisor/Councilwoman Deborah Bruch Bucki	voting_____
Councilman Shawn Lavin	voting _____
Councilman Michael R. Szukala	voting _____

The Order was declared adopted.

* * * * *

Attachment: CertOCPH.July242023 (RES-2023-593 : Sewer Building Improvements and Demolition - Re-Adopt OCPH (OCPH - $185,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, DO HEREBY CERTIFY that I have compared the preceding Order Calling for a Public Hearing with the original thereof filed in the office of the Town Clerk on the 10th day of July, 2023, and that the same is a true and correct copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town on this _____ day of July, 2023.

(SEAL)

_____

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPH.July242023 (RES-2023-593 : Sewer Building Improvements and Demolition - Re-Adopt OCPH (OCPH - $185,000))

Exhibit A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Amherst, in the County of Erie, State of New York (the "Town"), will meet at the Town Hall, 5583 Main Street, Williamsville, New York, on July 24, 2023, at 7 o'clock P.M. (Prevailing Time), for the purpose of conducting a public hearing in relation to the proposed increase and improvement of facilities of the Town's Consolidated Sanitary Sewer District (the "District"), consisting of the demolition of the existing LAB building at the former Sanitary Sewer Treatment Plant 1, at the estimated maximum cost of $185,000 (CIP Project No. F-6), as described in the map, plan and report, dated June 2023, prepared by the Town Engineering Department. The current approved total estimated maximum cost of the projects is $185,000, which is proposed to be financed through issuance of bonds by the Town of Amherst on behalf of the District, payable by levy and collections of assessments on real property in the District. Therefore, the project cost burden is expected to be borne by District property owners throughout the expected term of the bonds. However, the bonds to be issued shall be general obligation bonds of the Town and in the event the amount of assessments collected within the District is insufficient to pay the cost of the project and/or the debt service related to the project, such costs and/or debt service shall be paid from the general Town taxes.

Further details concerning such proposed increase and improvement of facilities and the estimated costs thereof are set forth in the above-mentioned map, plan and report which is available for review at the office of the Town Clerk.

BY ORDER OF THE TOWN BOARD OF THE
TOWN OF AMHERST

Dated: July 10, 2023
Williamsville, New York

Francina J. Spoth.
Town Clerk

Attachment: CertOCPH.July242023 (RES-2023-593 : Sewer Building Improvements and Demolition - Re-Adopt OCPH (OCPH - $185,000))

Town of Amherst

Facilities Department

2023 – 2028 Capital Improvement Project F-6
"Engineering Department Sewer Building Improvements and Demolition"
MAP, PLAN & REPORT

June 2023

Contents:

• Background
• Location
• Project Description and Improvements
• Project Justification
• Anticipated Project Schedule
• Financial Summary
• Taxation Summary
• Town of Amherst SEQR Determination

Prepared by:
Town of Amherst
Facilities Department
5583 Main Street, Williamsville, NY 14221
(716) 631 – 7080 | (716) 631 – 7109

Attachment: MPR F-6 Eng Dept Sewer Bldg Impr & Demo (RES-2023-593 : Sewer Building Improvements and Demolition - Re-Adopt OCPH

Attachment: MPR F-6 Eng Dept Sewer Bldg Impr & Demo (RES-2023-593 : Sewer Building Improvements and Demolition - Re-Adopt OCPH

Background

The Town of Amherst has identified Project "F-6", as a two-phase project. Phase 1, set for 2023, includes demolition of the existing LAB building at the former Sanitary Sewer Treatment Plant 1, adding a privacy fence behind Plant 1 and building envelope upgrades to the main garage. Phase 2, set for 2025, includes a generator replacement project that serves the main garage operations and office building, and installing a new storage building.

The buildings identified for improvements and demolition are located at 1042 N. Forest Rd., behind the Highway Dept. facilities.

The former lab building, also known as "**Plant 1**" is approximately 1,400 square feet in size. The building was constructed in 1947 and is severely deteriorated. The one-story structure was originally used as a laboratory and chlorine plant, and is currently used for storage of hoses, spill containers, and files/paperwork. The building has not been occupied for years. Much of the building systems have been removed, no longer exist, or are no longer operable.

Buildings 4 and 5 are also referred to as the "Pump House and Filtration Building". The Pump House and Filtration Building is a single building, with mixed program facility that is part of the Amherst Engineering Department, and is intended for water distribution and filtration services. This area was previously known as Wastewater Treatment Plant 1. It is broken into three distinct function areas: Pump house at west end, filtration building at east end, and connecting building in the middle. It consists of a single-story, 6,500 square foot building that houses storage/workshop areas, office and lab rooms, electrical and mechanical rooms, and restrooms. Currently, Sewer Maintenance operations and equipment storage are housed in this building.

Please note that the CIP description for this project will be amended on June 20, 2023 to clarify the scope of work being performed in each phase of the project. The funding source will also be amended at that time to correct the funding source as LG (Sanitary Sewer District Bond).

Approved 2023 – 2028 Capital Improvement Program (11-7-22)

Facilities Department (cont'd) *Recommended Schedule (X $1,000)*

Project ID	Project Title/Description	2023	2024	2025	2026	2027	2028	Total Cost
F-4	**Town Parking Lot Sealing & Striping:** Parking lot seal coating, crack filling and striping at Town buildings and facilities to prevent premature failure of asphalt surfacing.	100 LA	100 LA	100 LA	100 LA	100 LA	100 LA	**$600,000**
F-5	**Highway Garage Roof & Sprinkler System Replacement:** Replacement of sheet metal garage roof, and inspection and replacement of the fire suppressant sprinkler heads.			3,654.5 LA	490.4 LA			**$4,144,900**
F-6	**Engineering Department Building Improvements:** Phase 1 includes demolition of the existing LAB building at Plant 1 and installing a storage building. Phase 2 includes updating generators, replacing existing siding, and adding a privacy fence behind Plant 1.	185 LA		325 LA				**$510,000**
F-7	**Museum Improvements:** Maintain Town-owned buildings at the Buffalo Niagara Heritage Village required by the Town's contract.		100 LA	100 LA	100 LA	100 LA	100 LA	**$500,000**
F-8	**Williamsville Youth & Family Roof Restoration:** Roof restoration (coating) at 5005 Sheridan, Amherst Youth Foundation, to restore failing roof membrane and to protect building integrity.		458 LA					**$458,000**
F-9	**Jurek Post Renovations:** Replace the low slope roof and sloped shingle roof on the main building as well as the shingle roofs on the BBQ pit and the pavilion, and repair the south facing façade of the Jurek Post Building.	465 LA						**$465,000**
F-10	**Senior Center HVAC Replacement:** Replace three large rooftop air handler units that have exceeded their useful life.	500 LA 45 X	500 LA					**$1,045,000**

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

6

Attachment: MPR F-6 Eng Dept Sewer Bldg Impr & Demo (RES-2023-593 : Sewer Building Improvements and Demolition - Re-Adopt OCPH

Location

The parcel is 1042 N. Forest Road, Amherst NY 14228. SBL: **55.19-3-33.21**.

The former wastewater treatment plant known as "Plant 1" is located at the southwest area of the site. The lab building, which once tested water samples, is east of the topsoil storage structure and south of the abandoned wastewater treatment clarifiers. Building 4 and 5 are located at the southern-most area of the site. It should be noted that Building 4 and 5 have been merged into one building and are no longer two separate buildings.

The Engineering garage and office building are located on the eastern side of the site, as indicated below. The Engineering Department occupies the office space at the front of the facility and the Sewer Maintenance Division occupies the garage space at the rear of the facility.



Attachment: MPR F-6 Eng Dept Sewer Bldg Impr & Demo (RES-2023-593 : Sewer Building Improvements and Demolition - Re-Adopt OCPH



Attachment: MPR F-6 Eng Dept Sewer Bldg Impr & Demo (RES-2023-593 : Sewer Building Improvements and Demolition - Re-Adopt OCPH



Attachment: MPR F-6 Eng Dept Sewer Bldg Impr & Demo (RES-2023-593 : Sewer Building Improvements and Demolition - Re-Adopt OCPH

Project Description and Improvements

The project includes hazardous material testing, demolition survey and demolition of Lab Building "Plant 1". The project also includes hazardous material testing, design, and reconstruction / upgrades to Buildings 4 and 5, as used by the Sewer Maintenance Department for storage and operations of the man-hole crew. Building upgrades may include exterior or interior renovations, as well as plumbing, mechanical or electrical upgrades.

Other projects may be prioritized on an as-needed basis.

Project Justification

The project is necessary because Plant 1 has significant structural damage, based on a condition assessment conducted by Cannon/FOS in summer of 2022. Load bearing exterior walls and steel structural components inside the building are deteriorated to a point beyond reasonable reconstruction. Additionally, Cannon/FOS provided a letter to the Town stating that the building should be considered unsafe.

Buildings 4 & 5 have also been evaluated by Cannon/FOS, and deficiencies were noted with building exterior and interior components, as well has mechanical, electrical and plumbing concerns.

The Sewer Maintenance Department is tasked with providing necessary infrastructure services to residents and businesses. The department's ability to respond to issues that require the man-hole crew is critical to performing this task.

Anticipated Project Schedule

Bond Action: June 2023
Public Hearing: July 2023
Construction: July 2023 through December 2025

Financial Summary

The Town of Amherst allocated funding in the 2023-2028 Capital Improvement Program under Project F-6, for a total of $185,000. The funds have been identified as a Sanitary Sewer District Bond with a minimum useful life of 15 years. (See also 2023 CIP Amendment reallocating funds from General Fund to Sanitary Sewer District funds).

Demolition and Construction	173,430
Design/Testing	10,645
Legal / Admin	925
TOTAL	**$ 185,000**

Attachment: MPR F-6 Eng Dept Sewer Bldg Impr & Demo (RES-2023-593 : Sewer Building Improvements and Demolition - Re-Adopt OCPH

Taxation Summary

Total Bond Amount	$185,000 (Sewer District Bond)
Bond Term	15 Years
Annual Tax Impact per $1,000 of AV	$0.0013
Annual Impact on Property with AV of $250,000	$0.2647

SEQR Determination

See attached memo from the Amherst Planning Department.

Attachment: MPR F-6 Eng Dept Sewer Bldg Impr & Demo (RES-2023-593 : Sewer Building Improvements and Demolition - Re-Adopt OCPH

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM June 9, 2023

TO: Anne Dafchik, AIA, NCARB, Architect
Facilities Department

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Determination
2023–2028 CIP – Engineering Department Building Improvements – F-6

The Planning Department has reviewed the scope of work for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5. Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\2023 Facility Improvements_ Engineering Dept Building - F-6.docx

cc:
Martin A. Polowy, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: MPR F-6 Eng Dept Sewer Bldg Impr & Demo (RES-2023-593 : Sewer Building Improvements and Demolition - Re-Adopt OCPH

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 27701 **RESOLUTION 2023-594** **ADOPTED**

Fireworks Permit - Country Club of Buffalo

Request for a fireworks permit on August 12, 2023 at approx. 9:45 PM 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 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 substitute shooters list be submitted five (5) or more days prior to the event. Submitted shooters are Jerry Behlau and David Sinon.
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 certified crowd managers.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

Income for the town

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Shawn Lavin, Councilmember
AYES:	Kulpa, Bucki, Berger, 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, 2023

TO: Francina Spoth, Town Clerk

FROM: Bryan W. Parnell, Senior Fire Inspector

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

DATE & TIME: Tuesday August 12, 2023 @ 9:45 PM

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

1) 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. Submitted shooters are Jerry Behlau and David Sinon.
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) Outdoor crowds over 1000 people require certified crowd managers as per the International Fire Code.
9) 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\2023\250 Youngs Rd - Buffalo CC 8-12-2023.docx

Attachment: DOC062623-06262023125751 (RES-2023-594 : Fireworks Permit - Country Club of Buffalo)

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

FIRE PREVENTIO / OPERATING PERMI

APPLICATION DATE	DATE ISSUED	EXPIRATION DATE	PERMIT NUMBER
06/22/2023	06/22/2023	12/22/2023	FP-2023-0040

APPLICANT	ADDRESS	PHONE NUMBER
Youngs Explosives Corporation	PO Box 18653 Rochester	585-394-1783

LOCATION OF ACTIVITY: Country Club of Buffalo - (SITE) 250-309 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.)

Fireworks Display
August 12, 2023 at approx 9:45 PM
Must comply with IFC and NFPA
5 inch shell max (350 Foot Clearance)
Fire extinguishers required
Amherst Town Board shall set a time for display to conclude

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

APPROVED BY FIRE OFFICIAL	DATE	FEE PAID
BJ	06/22/2023	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 — James R. Young - President, 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: DOC062623-06262023125751 (RES-2023-594 : Fireworks Permit - Country Club of Buffalo)

Town of Amherst, 5583 Main St., Williamsville, NY 14221 PH: 716-631-7045 FX: 716-631-7152

APPLICATION FOR FIREWORKS DISPLAY

The undersigned hereby makes application to the Town Board of the Town of Amherst to acquire a license pursuant to Chapter 68 (Amusements) of the Code of the Town of Amherst for the public display of fireworks in the Town of Amherst, Erie County, New York:

1. Name of individual/company sponsoring the display and the names of the persons actually to be in charge of the firing of the display areas:

   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, August 12, 2023 @ 9:45pm for a wedding held at the Country Club of Buffalo

3. Exact location planned for the display:

   Below 18th hole on golf course at Country Club of Buffalo

4. Age, experience and physical characteristics of individuals who are to discharge fireworks:

   Jerry Behlau- eyes (haz), hair (gry), height (6'3"), 21+ years of experience

   David Sinon- eyes (haz), hair (bro), height (6'0"),12+ years of experience

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

   Approx. 190 misc. 1.3G and 1.4G shells with the largest shell size of 5" (350' fallout 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 Country Club of Buffalo

By: James R Young

STATE OF NEW YORK
Monroe COUNTY
TOWN OF Pittsford

Sworn to before me this 9 day of June 2023

A Maria Venette
Notary Public

A MARIA VENETTE
Notary Public - State of New York
NO. 01VE6356964
Qualified in Monroe County
My Commission Expires Apr 10, 2025

Attachment: DOC062623-06262023125751 (RES-2023-594 : Fireworks Permit - Country Club of Buffalo)

Attachment: DOC06262 3-062620231257 51 (RES-2023-594 : Fireworks Permit - Country Club of Buffalo)



250 N Youngs Rd
Williamsville (Town of Amherst)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/4/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	PHONE (A/C, No, Ext): 216-658-7100	FAX (A/C, No): 216-658-7101
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Young Explosives Corporation P.O. Box 18653 Rochester NY 14618	INSURER A : Everest National Insurance Company	10120
	INSURER B : Axis Surplus Insurance Company	26620
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1402598079 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	SI8GL00353-231	3/20/2023	3/20/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	SI8CA00054-231	3/20/2023	3/20/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	P-001-000088056-05	3/20/2023	3/20/2024	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Date: Saturday, August 12, 2023
Location: Below 18th hole on golf course grounds
Additional Insured: Country Club of Buffalo; Town of Amherst, NY
Group Code: Cert#23-278

CERTIFICATE HOLDER

Country Club of Buffalo
240 North Youngs Road
Williamsville NY 14421
United States

CANCELLATION

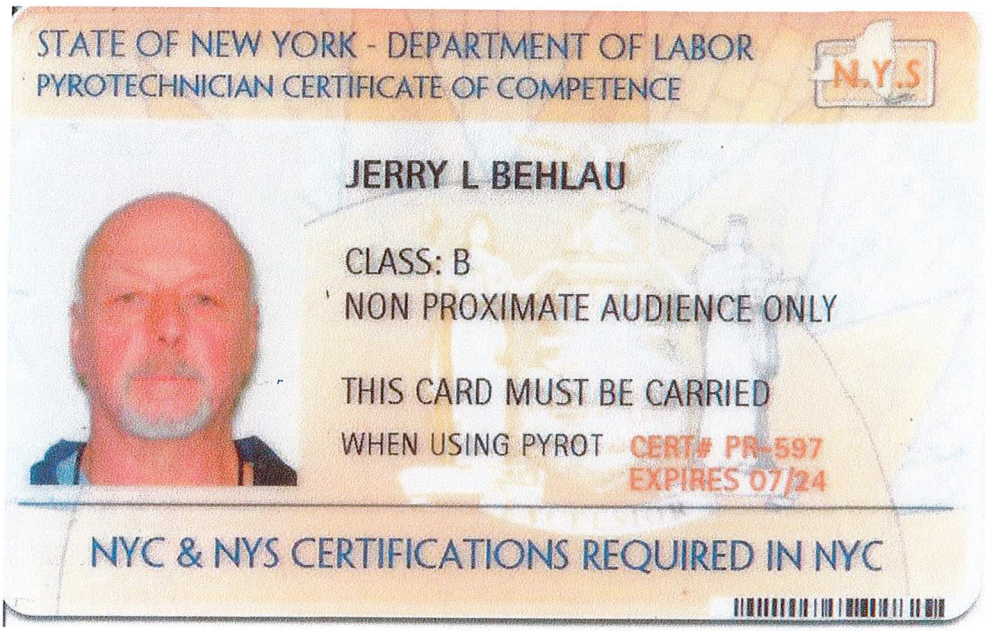
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

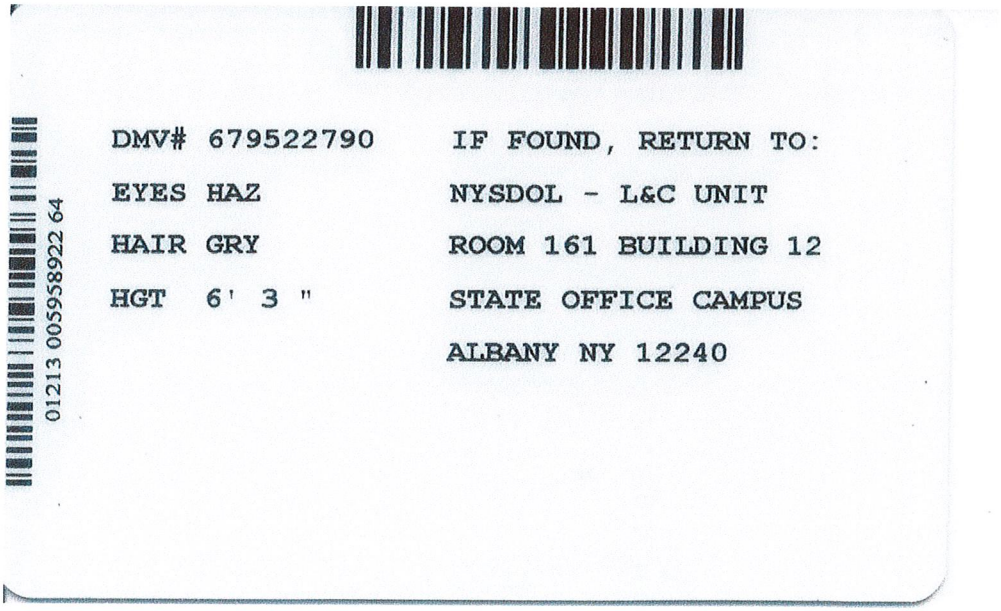
AUTHORIZED REPRESENTATIVE

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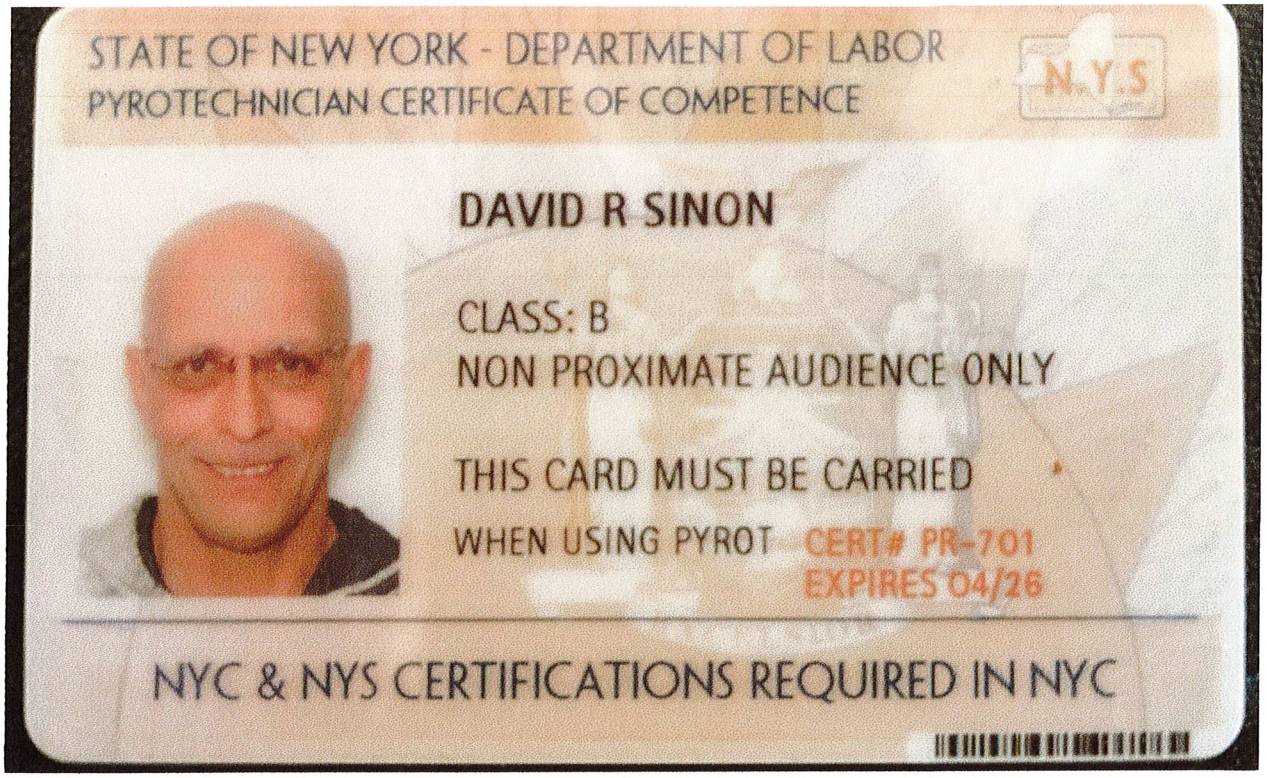
The ACORD name and logo are registered marks of ACORD

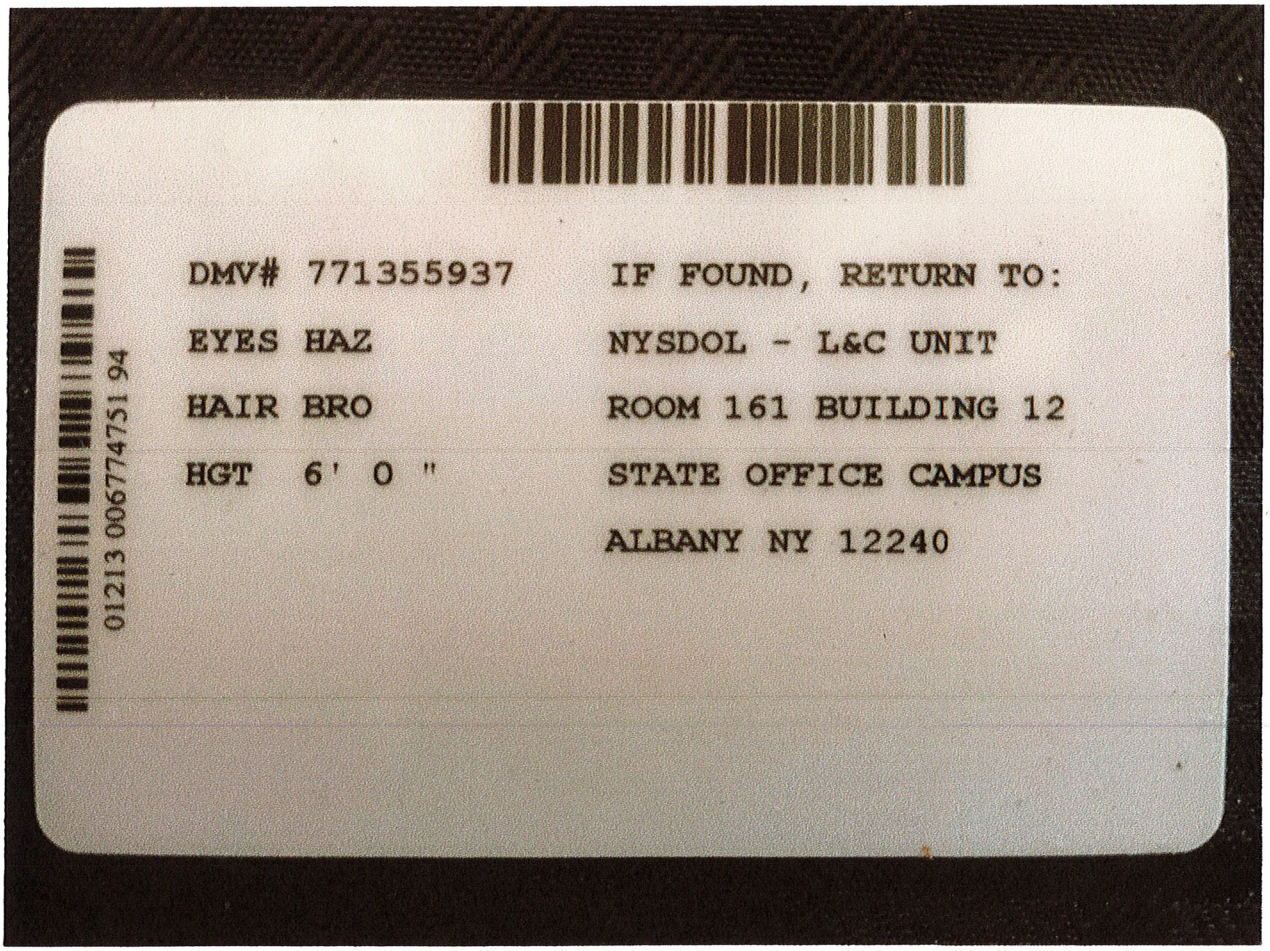
Attachment: DOC062623-062620231257S1 (RES-2023-594 : Fireworks Permit - Country Club of Buffalo)


STATE OF NEW YORK - DEPARTMENT OF LABOR
PYROTECHNICIAN CERTIFICATE OF COMPETENCE
N.Y.S
JERRY L BEHLAU
CLASS: B
NON PROXIMATE AUDIENCE ONLY
THIS CARD MUST BE CARRIED
WHEN USING PYROT
CERT# PR-597
EXPIRES 07/24
NYC & NYS CERTIFICATIONS REQUIRED IN NYC


01213 005958922 64
DMV# 679522790
EYES HAZ
HAIR GRY
HGT 6' 3 "
IF FOUND, RETURN TO:
NYSDOL - L&C UNIT
ROOM 161 BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

Attachment: DOC062623-06262023125751 (RES-2023-594 : Fireworks Permit - Country Club of Buffalo)





Attachment: DOC062623-06262023125751 (RES-2023-594 : Fireworks Permit - Country Club of Buffalo)

SH-862 (3/22)
DIVISION OF SAFETY HEALTH
LICENSE AND CERTIFICATE UNIT
STATE OFFICE CAMPUS, BLDG. 1
ALBANY, NY 12226

WE ARE YOUR DOL
NEW YORK STATE | Department of Labor

Expires: 3/31/2024
THIS LICENSE MUST BE POSTED IN YOUR PLACE OF BUSINESS
License No. **D-2316**

LICENSE TO DEAL IN OR MANUFACTURE EXPLOSIVES

Young Explosives Corporation
PO Box 18653
Rochester, NY 14618
James R. Young

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.

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 and quantity is 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.

Amy Phillips, Director
FOR THE COMMISSIONER OF LABOR

SH-862 (5-98)

Attachment: DOC062623-06262023125751 (RES-2023-594 : Fireworks Permit - Country Club of Buffalo)

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 P O BOX 18653 ROCHESTER NY 14618	YOUNG EXPLOSIVES CORPORATION PO BOX 18653 ROCHESTER NY 14618-1461

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
R 400 999-9	663648	01/01/2023 TO 01/01/2024	1/3/2023

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: 657185515

U-26.3

Attachment: DOC062623-06262023125751 (RES-2023-594 : Fireworks Permit - Country Club of Buffalo)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

1a. Legal Name & Address of Insured (use street address only) YOUNG EXPLOSIVES CORP. 2165 NEW MICHIGAN ROAD CANANDAIGUA, NY 14424 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (585) 394-1783 1c. Federal Employer Identification Number of Insured or Social Security Number 160900107
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) YOUNG EXPLOSIVES CORPORATION 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 04/01/2022 to 04/01/2024

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 3/29/2023 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 727851

Attachment: DOC062623-06262023125751 (RES-2023-594 : Fireworks Permit - Country Club of Buffalo)

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

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

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

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	6-NY-069-21-4K-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 Position/Title
James R. Young Printed Name	11/4/2021 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: DOC062623-06262023125751 (RES-2023-594 : Fireworks Permit - Country Club of Buffalo)

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 27690 **RESOLUTION 2023-595** **ADOPTED**

New Firefighter for Main-Transit Fire Department

New firefighter for the Main-Transit Fire Department lives in the Town of Amherst and resides within the Main-Transit fire district.

Eunji Ha
12 Patrice Terrace
Williamsville, NY 14221

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

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

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Eunji Ha

Applicant Home Address: 12 Patrice terrace Buffalo NY 14221

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

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

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

_____

Signature of Applicant: Eunji Ha

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

Signature: [signature]

Title: SENIOR CAPTAIN

Date: 6.16.23

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

Attachment: Ha Residency (RES-2023-595 : New Firefighter for Main-Transit Fire Department)

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 27722 **RESOLUTION 2023-596** **ADOPTED**

New Firefighter for East Amherst Fire Department

New firefighter for the East Amherst Fire Department lives in the Town of Amherst and works in the fire district.

Kyle Schraufstetter
24 Gray Birch Ct
East Amherst, NY 14051

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

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

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Kyle Schraufstetter

Applicant Home Address: 24 Gray Birch Court, E. Amherst, NY 14051

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

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

Signature of Applicant: Kyle Schraufstetter

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: K. Rusin
Ken Rusin

Title: President

Date: July 3, 2023

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

Attachment: Residency Verification - Schgraufstetter 7.4.23 (RES-2023-596 : 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: 07/10/23 03:00 PM
Department: Central Alarm
Initiated by: **James Koeppel**
Co-Sponsored by:

DOC ID: 27730 **RESOLUTION 2023-597** **ADOPTED**

Radio Repair and Labor Agreement CRS #4161

Request the Supervisor sign a sole source agreement with Saia Communications Inc. for parts and labor for repair and service of Fire and Police radio systems.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

$6,000.00 from A3020 4110

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

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT {the "Agreement") dated this 1st day of July 2023

BETWEEN:

Amherst Central Fire Alarm Office of 500 John James Audubon Pkwy Amherst, NY 14225

(the "Client")

-AND-

Saia Communications, Inc. of 100 Stradtman St, Buffalo, NY 14206

(the "Contractor").

BACKGROUND:

A. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.
B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations outlined in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement.) agree as follows:

Services Provided NOTE: The following indicate Saia Standard and NYS Prevailing rates.

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the"Services") consisting of:

Description	Standard Rate	Prevailing Rate
Field Service rate:	$125.00/hour	$250.00/hour
Tower Service rate:	$300.00/hour	$400.00/hour
Bench Service rate:	$ 90.00/hour	DNA
After-hours (Emergency) services	$300.00/first hour, $150/hr. For ea. Add'l hr.	$400.00/first hour, $200/hr. For ea. Add'l hr.

Attachment: Saia signed contract (RES-2023-597 : Radio Repair and Labor Agreement CRS #4161)

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until June 30, 2026, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by the mutual written Agreement of the Parties.
4. If either Party wishes to terminate this Agreement before June 30, 2026, that Party will be required to provide at least 60 days' notice to the other Party.

Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

Compensation

7. For the services rendered by the Contractor as required by this Agreement, the Client will provide Compensation (the Compensation) to the Contractor as follows:

   Billing Terms: 30days Net from date of invoice.

8. The Compensation, as stated in this Agreement, does not include sales tax or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

Reimbursement of Expenses

9. The Contractor will not be reimbursed for expenses incurred by the Contractor in connection with providing the Services of this Agreement.

Return of Property

10. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client,

Capacity Independent Contractor

I l. In providing the Services under this Agreement, it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

Attachment: Saia signed contract (RES-2023-597 : Radio Repair and Labor Agreement CRS #4161)

Notice

12. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
    a. Amherst Central Fire Alarm Office
       500 John James Audubon Parkway, Buffalo, NY 14228
    b. Saia Communications, Inc.
       100 Stradtman Street, Buffalo, NY 14206

    Or to such other address as any Party may from time to time notify the other.

Indemnification

13. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its representative affiliates, officers, agents, employees, and permitted successors and assigns against any claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees, and costs of any kind or amount whatsoever, which results from or arising out of any act or omission of the indemnifying Party, it respective affiliates officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Insurance

1. The Contractor will be required to maintain insurance 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. All insurance policies will remain materially unchanged for the duration of this Agreement.

Legal Expenses

1. If legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs, and fees associated with the action.

Modification of Agreement

2. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

3. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Attachment: Saia signed contract (RES-2023-597 : Radio Repair and Labor Agreement CRS #4161)

IN WITNESS WHERE OF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, 2023.

Agreed to and accepted by:

Town of Amherst	Saia Communications, Inc.
_____	_____
Signature:	Signature:
Brian J. Kulpa	Linda R. Saia
Printed Name:	Printed Name:
_____	6-9-23
Date:	Date:
Town of Amherst	Saia Communications, Inc.
Per: (Seal)	Per: (Seal)

Attachment: Saia signed contract (RES-2023-597 : Radio Repair and Labor Agreement CRS #4161)

MOTOROLA SOLUTIONS

May 19, 2023

James E. Koeppel
Senior Fire Dispatcher
Town of Amherst Central Fire and Alarm Office
500 John James Audubon Parkway
Amherst, New York 14228

Subj: Saia Comunications, Motorola Manufacturers Representative for the Town of Amherst

Motorola Solutions Inc. (MSI) does not use distributors in NY State. All Public Safety solutions sold to the Town of Amherst via our Public Safety Pricebook is sold directly from MSI referencing NYS Contract PT67822.

Saia Communications is the authorized MSI Manufacturers Representative (MR) subcontractor for the Town of Amherst and is therefore authorized to quote MSI products and services from our NYS Contract PT67822. All purchase orders for our NYS Contract solutions need to be made to Motorola Solutions, Inc.

Saia communications is also your assigned MR authorized to perform in and out of warranty installation, service, and maintenance on our solutions to insure your equipment continues to perform to the high standards necessary for our public safety customers.

If there are any questions, please contact me at 518-407-7134

Thank you,

Christopher Meyer

Christopher Meyer
Area Sales Manager
Motorola Solutions, Inc.

Attachment: Saia signed contract (RES-2023-597 : Radio Repair and Labor Agreement CRS #4161)

Addendum to Contract Major Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: Saia signed contract (RES-2023-597 : Radio Repair and Labor Agreement CRS #4161)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

Attachment: Saia signed contract (RES-2023-597 : Radio Repair and Labor Agreement CRS #4161)

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:

Saia Communications, Inc.

By: _____
Signature

Linda R. Saia, President

Date: 6-9-23

Agreed to and Accepted by:

Town of Amherst

By: _____
Signature

Brian J. Kulpa. Supervisor

Date: _____

Attachment: Saia signed contract (RES-2023-597 : Radio Repair and Labor Agreement CRS #4161)

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: Saia Communications, Inc.

Signature: _____

Print Name: Linda R. Saia

Title: President

Date: 6-9-23

AUTUMN M DONOVAN
NOTARY PUBLIC. STATE OF NEW YORK
Registration No. 01D06435469
Qualified in Niagara County
My Commission Expires 6/27/2026

Sworn To Before Me This

9th Day of June, 2023

_____
Notary Public

Revised 4.2017

Attachment: Saia signed contract (RES-2023-597 : Radio Repair and Labor Agreement CRS #4161)

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^^^^^^ 161297499
SAIA COMMUNICATIONS INC
100 STRADTMAN STREET
BUFFALO NY 14206

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
SAIA COMMUNICATIONS INC 100 STRADTMAN STREET BUFFALO NY 14206	TOWN OF AMHERST 5583 MAIN STREET BUFFALO NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
G1338 831-9	323206	11/01/2022 TO 11/01/2023	11/2/2022

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1338 831-9, 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.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 652077059

U-26.3

Attachment: Saia signed contract (RES-2023-597 : Radio Repair and Labor Agreement CRS #4161)

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)
SAIA COMMUNICATIONS INC.
ATTN: KELLY WILCOX
100 STRAUTMAN STREET.
BUFFALO, NY 14206

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
716-892-2900

1c. Federal Employer Identification Number of Insured or Social Security Number
161297499

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
AMHERST CENTRAL FIRE ALARM SERVICE
500 John James Audubon Parkway
Amherst, NY 14228

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL526970

3c. Policy effective period
02/01/2022 to 01/31/2024

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 1/31/2023 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: Saia signed contract (RES-2023-597 : Radio Repair and Labor Agreement CRS #4161)

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: Saia signed contract (RES-2023-597 : Radio Repair and Labor Agreement CRS #4161)

SAIACOM-02 JMUSCATO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1009544 Lawley Construction Solutions 361 Delaware Avenue Buffalo, NY 14202	CONTACT NAME: Dawn Croft PHONE (A/C, No, Ext): (716) 849-4315 FAX (A/C, No): (716) 849-8291 E-MAIL ADDRESS: dcroft@lawleyinsurance.com
INSURED Saia Communications Inc 100 Stradtman Street Buffalo, NY 14206	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Admiral Insurance Co — 24856 INSURER B : Merchants Mutual Insurance Company — 23329 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X		CA000033721-04	3/5/2023	3/5/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER: Capped at $5,000,000							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO							
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR							
	EXCESS LIAB CLAIMS-MADE	X		CUP0002730	3/5/2023	3/5/2024	EACH OCCURRENCE	$ 7,000,000
	DED X RETENTION $ 10,000						AGGREGATE	$
							Aggregate	$ 7,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Fire Radio Equipment – Simplex Upgrade and Microwave Replacement
Additional Insured and Waiver of Subrogation coverage shown above and marked with an X. Terms set forth as evidenced by the attached endorsement(s) identified on the ACORD 101.

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

ACORD 25 (2016/03)
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Attachment: Saia signed contract (RES-2023-597 : Radio Repair and Labor Agreement CRS #4161)

AGENCY CUSTOMER ID: SAIACOM-02 JMUSCATO
LOC #: 0

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 1009544	NAMED INSURED
Lawley Construction Solutions		Saia Communications Inc 100 Stradtman Street Buffalo, NY 14206
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

When required by executed contract, the following endorsements apply:

General Liability:
CG2010 (04/13) - Additional Insured - Owners, Lesses or Contractors - Scheduled Person or Organization - Blanket Where Required by Written Contract Prior to Occurence or Loss
CG2037 (04/13) - Additional Insured - Owners, Lesses or Contractors - Completed Operations - Blanket Where Required by Written Contract Prior to Occurence or Loss
AD6893 (01/17) - Contractors Enhanced Coverage
AD0868 (02/17) - Designated Location (s) General Aggregate Limit (Capped at $5,000,000)

Umbrella:
CU2403 (09/00) - Waiver of Transfer or Rights of Recovery Against Others to Us
MU8622 (05/09) - Primary and Non-Contributing Insurance

Inland Marine:
IM441-1046 05 08 - Loss Payee

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Attachment: Saia signed contract (RES-2023-597 : Radio Repair and Labor Agreement CRS #4161)

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 27726 **RESOLUTION 2023-598** **ADOPTED**

Budget Transfers and Amendments

For July 10, 2023 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 7/5/2023
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 - 2023

FROM:	***TO:***
KP2302.4972 Construction $3,795.00	KP2302.2750 Building Acquisition $3,795.00

To transfer funds in KP2302 30 S. Cayuga for attorney closing costs.

BUDGET AMENDMENTS - 2023

INCREASE:	***INCREASE:***
A3310.02680 Traffic Control - Insurance Reimb. $45,000	A3310.4430 Miscellaneous $45,000

To recognize insurance proceeds and increase expenditures for repairs of signal.

KP2101.02720 Donations $100,000	KP2101.4972 Construction $100,000

To recognize donations from Russell J. Foundation for KP2101 Recreation Area Improvements.

N2240.02785 AMH Home - PI $8,059.50	N2240.4000 Contractual $8,059.50
N2254.02785 Amherst Home Admin- PI $895.50	N2254.4003 10 % Admin $895.50

To recognize Community Development program income from 105 Wayne, Amherst.

N0001.20085 Amherst HOME 21/22 $3,295,700	N2158.4000 Home ARP Rental $3,000,000
	N2159.4000 HOME ARP Supportive $120,000
	N2160.4000 HOME ARP Capacity Bldg. $90,700
	N2161.4000 HOME ARP Operating Assit. $85,000

To setup the budget for the substantial amendment for PY2021 Annual Allocation Plan HOME ARP, approved on Res 2023-569, CRS#4158.

A1620.02410 Rentals $30,610	A1620.4070 Utilities $6,150.00
A7120.02410 Rentals $24,000	A1620.4110 Contractual 300.00
	A1950.4190 Taxes $3,709.55
	A7120.4700 Gas $20,540.45
	A7120.4710 Electric $3,150.00
	A7120.4740 Water $2,000.00
	A7120.4220 Buildings & Grounds $16,000.00
	A7120.4110 Contractual $2,760.00

To recognize rental income from 30 S. Cayuga and Amherst Central Park and increase expenditures.

N1042.05002 Amh. Home - Health Ins. Contr. $1,921.08	N1042.8050 Health Insurance $1,921.08

To recognize 2st Qtr. 2023 employee health insurance contributions.

A1620.05001 Bldg- Refund of CY Exp $6,000.00

A1620.1200 Overtime $4,645.00
A1620.8030 FICA $355.00
A7145.4290 Rec Equip $1,000.00

To recognize revenue received from Harlem Rd. building damage proceeds and increase expenditures related to damage.

N2244.02785 Cheektowaga Housing Rehab - PI $450.00
N2249.02785 Cheektowaga Home Admin - PI $50.00

N2244.4000 Contractual $450.00
N2249.4003 10% Admin $50.00

To recognize Community Development program income from 347 Ellen, Cheektowaga.

N2223.02785 CDBG & Vg. - PI $3,795.76
N2225.02785 CDBG Admin. $948.94

N2223.4000 Contractual $3,795.76
N2225.1000 Personal Services $881.50
N2225.8030 FICA $67.44

To recognize Community Development program income from 1719 Wehrle, Amherst.

DECREASE:

N0001.20085 Amherst HOME 21/22 $52,685

DECREASE:

N2156.4000 HOME ARP Admin. $52,685

To adjust the budget for the substantial amendment for PY2021 Annual Allocation Plan HOME ARP, approved on Res 2023-569. Original budget was setup at $170,685.00.

7/10/2023

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

FINANCIAL IMPACT:

See Descriptions.

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

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 27727 **RESOLUTION 2023-599** **ADOPTED**

Re-Appointment of Outside Auditor - Contract Extension CRS #4123

BE IT RESOLVED that Drescher & Malecki, LLP be re-appointed by the Amherst Town Board as the Town's outside auditor through the fiscal year December 31, 2028.

Contract Extension #4123 has successfully completed the contract routing process.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

A1320.4090

2024 $57,500 / 2025 $58,650 / 2026 $59,830 / 2027 $61,020 / 2028 $62,240

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

Drescher & Malecki LLP
2721 Transit Road, Suite 111
Elma, New York 14059
Telephone: 716.565.2299
Fax: 716.565.2201

Certified Public Accountants

May 4, 2023

Honorable Brian J. Kulpa, Supervisor
Town of Amherst
5583 Main Street
Williamsville, New York 14221

Dear Supervisor Kulpa:

Knowledge of the Town, its business operations, and the environment it operates in are essential to audit quality and consistency. We currently have a contact in place to perform the Financial Statement Audit, the Single Audit, and the Compilation of the New York State Annual Financial Report for the Town for the year ending December 31, 2023. We believe that it is in the Town's and the public's interest to keep the most qualified firm as your external auditors. Drescher & Malecki LLP is committed to providing exemplary service to the Town and we value our relationship with the Town. As such, we propose to extend our contract to provide external audit services for each of the five subsequent years.

We formally request the Town to extend our audit engagement through the fiscal years ending December 31, 2024, 2025, 2026, 2027 and 2028 at the following proposed fees:

Year ending December 31,	Financial Statement Audit	Single Audit	Compiliation of NYS Annual Financial Report
2024	$ 39,500	$ 14,500	$ 3,500
2025	40,290	14,790	3,570
2026	41,100	15,090	3,640
2027	41,920	15,390	3,710
2028	42,760	15,700	3,780

Recognizing the budgetary pressures that the Town faces, we have kept our proposed audit fees for the fiscal years ending December 31, 2024 level with the 2023 audit fees, and limited increases to only 2% for each year after.

If the proposed fees and terms discussed above are agreeable to the Town, please sign in the space provided and return it to us. Further, a copy has been provided for your records.

Yours truly,

Drescher & Malecki LLP

Accepted and agreed to by
the Town of Amherst, New York

By:_____
Title: Supervisor

Date:_____

Attachment: Drescher & Malekci LLP (RES-2023-599 : Re-Appointment of Outside Auditor - Contract Extension CRS #4123)

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27634 **RESOLUTION 2023-600** **ADOPTED**

Award Bid #2023019 Bottled Water CRS #4138

WHEREAS, the Contract Compliance and Administration Department received bids on May 25, 2023 for Bottled Water; 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 Co., Inc.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with WB Mason Co., Inc.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

Bid #2023019 Bottled Water									
Low Bidder				Keppler Water Treatment		DS Services of America dba Primo Water North America		WB Mason	
			Vendor Name:						
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	20	EA	Hot / Cold Water Dispensing Units (rental)	$107.95	$2,159.00	$2.99	$717.60	$2.99	$717.60
				Annual		Monthly		Monthly	
2	1750	EA	5-Gallon Demis of Water Annually	$7.29	$12,757.50	$4.99	$8,732.50	$5.19	$9,082.50
3	25000		7 oz flat bottom cups Cups Annually	$199.99	$2,499.88	$3.45	$1,725.00	$65.00	$650.00
				2000/case		50/sleeve		2500/case	
4	1000		4 oz V-Cone Cups	$11.99	$47.96	$3.65	$18.25	$7.72	$38.60
				250/sleeve		200/sleeve		200/sleeve	
5		EA	Bottle Deposit – if applicable	$7.00		$6.00		No charge	
					$17,464.34		$11,193.35		$10,488.70
			The Town reserves the right to change quantities, add and/delete locations throughout the length of the contract.						
			No Additional Charges Will Be Allowed						

NOTES:

Keppler Water Treatment: Item #3: Did not indicate how many sleeves. Calculated 2000 count at 12.5 sleeves for the 25,000 quantity; Item #4: 250/Sleeve.

Confirmed with Keppler $107.95 is the yearly cost for item #1 and there are 2000 cups per sleeve for item #3.

DS Services - dba Primo Water: Item #1: noted top load coolers (rental); Item #2 Note: Purified; Item #3: Did not note how the cup count at $3.45/sleeve.

Per the total, it calculates at 2500 sleeves at 10/sleeve. Item #4 noted 4.5 to 5 oz.

Confirmed with DS Services item #3 has 50 cups in a sleeve and item #4 has 200 cups in a sleeve.

WB Mason: Item #2: Item #BLZH205G; Item #3: Item SITRAN5CUP7 - 2,500 count; Item #4: SCC4BR - 200 count. Item #5: Bottle Deposit - No charge

Attachment: Bid Tab 2023019 Bottled Water (RES-2023-600 : Award Bid #2023019 Bottled Water - CRS

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27672 **RESOLUTION 2023-601** **ADOPTED**

Amendment to Town Wide Sprinkler Inspection & Service - CRS #4151

WHEREAS, Bid #2023013 for Town Wide Sprinkler Inspection & Service was awarded to Davis-Ulmer Fire Protection on May 8, 2023 by Town Board resolution 2023-416; and

WHEREAS, the Contract Compliance and Administration Department is requesting approval of an amendment to the Town Wide Sprinkler Inspection & Service contract to add service for the Westwood location at 772 N. Forest Road (Amherst Central Park);

NOW, THEREFORE, BE IT RESOLVED, The Town Board approves the amendment to the Town Wide Sprinkler Inspection & Service contract; and

BE IT FURTHER RESOLVED, the Supervisor is authorized to sign the amendment with Davis-Ulmer Fire Protection.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Deborah Bruch Bucki, RN, PhD

COUNCILMEMBERS
Shawn Lavin
Michael Szukala
Jacqualine Berger

AGREEMENT

Let this document stand as an Agreement between Davis-Ulmer Fire Protection and the Town of Amherst permitting the Town of Amherst to add the services stated on the attached Davis-Ulmer proposal to Bid #2023013 Town Wide Sprinkler Inspection & Service contract (CRS ID #4007).

By: _____
Signature

Stephanie Wlosinski
Printed name

Date: 6/15/2023

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Town of Amherst Addendum & Westwood Country Club Agreement - Signed 6-15-2023 (RES-2023-601 : Amendment to Bid

DAVIS-ULMER FIRE PROTECTION

• Sprinklers • Suppression • Fire Alarm • Security

Inspection Agreement

Effective, **(June 14, 2023)** and subject to all terms, conditions, and limitations specified in this Agreement, **Town of Amherst** ("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:	**Westwood Country Club**	**Bill To:**	**Town of Amherst**
Address:	772 N Forest Rd	**Address**	5583 Main St
City	Williamsville, NY 14221		Williamsville, NY 14221
Phone:		**Phone**:	
Fax:		**Fax**:	
E-Mail:		**E-Mail**:	

Property Owner (If different from Customer):

If Customer 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.

Inspect & test one (1) wet pipe sprinkler system, quarterly
Inspect & test two (2) dry pipe sprinkler systems, inclusive of one (1) annual trip test, quarterly

Per Scopes(s) of Work attached. Actual inspection date(s) will be determined by Company. The use of a lift, if required, will be at additional cost.

SECTION III – TERM, INSPECTION FEE, AND PAYMENT

The term of this Agreement shall be for a period of **as per the Town wide sprinkler inspection and service contract**

Customer agrees to pay the **total annual sum** of **$2208.00**
Customer will be invoiced as follows:
After the annual sprinkler inspection, the sum of **$552.00**

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.

Attachment: Town of Amherst Addendum & Westwood Country Club Agreement - Signed 6-15-2023 (RES-2023-601 : Amendment to Bid

SECTION IV: TERMS AND CONDITIONS

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 Fire Protection. Davis Ulmer Fire Protection 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 IV 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 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 FIRE PROTECTION 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,

Attachment: Town of Amherst Addendum & Westwood Country Club Agreement - Signed 6-15-2023 (RES-2023-601 : Amendment to Bid

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 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 FIRE PROTECTION 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 FIRE PROTECTION 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**.

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

Attachment: Town of Amherst Addendum & Westwood Country Club Agreement - Signed 6-15-2023 (RES-2023-601 : Amendment to Bid

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.

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 Fire Protection.

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 Fire Protection 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 Fire Protection's **current Time & Material Rates.**

ACCESS ACKNOWLEDGEMENT CUSTOMER INITIAL____

***On Site Inspection Repairs:** Client authorizes Davis Ulmer Fire Protection 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____

Attachment: Town of Amherst Addendum & Westwood Country Club Agreement - Signed 6-15-2023 (RES-2023-601 : Amendment to Bid

***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 Fire Protection 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."

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*	*Davis-Ulmer Sprinkler Company, Inc.*	
SIGNATURE:	_____	SIGNATURE:	[signature]
NAME:	_____	NAME:	Stephanie Wlosinski
TITLE:	_____	TITLE:	Inspection Manager
DATE:	_____	DATE:	6/15/2023

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: Town of Amherst Addendum & Westwood Country Club Agreement - Signed 6-15-2023 (RES-2023-601 : Amendment to Bid

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 State
Rev.2/7/19

Attachment: Town of Amherst Addendum & Westwood Country Club Agreement - Signed 6-15-2023 (RES-2023-601 : Amendment to Bid

DAVIS-ULMER

Quarterly

INSPECTION/TESTING OF DRY 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 condition of all known valves, hydraulic placard, 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 obstructions from floor level only.
- (Annually) Verify appropriate quantities and types of sprinkler heads and wrenches in cabinet.
- (Quarterly) Verify operation of audible alarm and water flow alarms to building Fire Alarm Panel and remote monitoring facility (if equipped).
- (Quarterly) Verify operation of low air alarm to building Fire Alarm Panel and remote monitoring facility (If equipped with low air test valve).
- (Quarterly) Test quick opening device (if equipped).
- (Quarterly) Perform main drain flow test and record static and residual pressures (weather permitting).
- (Semi-Annually) Verify operation of valve supervisory switches to building Fire Alarm Panel and remote monitoring facility (if equipped).
- (Quarterly) Check system and air maintenance device air pressures (if equipped).
- (Annually) Test air compressor (if equipped) for proper operation, condition and automatic sequencing. Check position and condition of air supply valves, inspect air supply line and check valve for proper operation (if equipped).
- (Annually) Perform trip test of the dry pipe valve; check the interior condition of the valve, clapper, latching devices, and facings, only when face plate is removed for resetting.
- (Triennial) Perform full flow trip test, record observations and results.
- (Quarterly) Drain and blow out all known low point drains.
- (Quarterly) Affix inspection tags, date, and initials.
- Furnish completed inspection/test forms.

Excluded Work:

- Visual inspection of systems or portions of inaccessible spaces.
- Any and all NFPA, State, and Local requirements in excess of above stated.

Licensed by the NYS Dept of State

Rev. 07-28-10

Attachment: Town of Amherst Addendum & Westwood Country Club Agreement - Signed 6-15-2023 (RES-2023-601 : Amendment to Bid

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27698 **RESOLUTION 2023-602** **ADOPTED**

Award RFP #202208 Professional Construction Management Services CRS #4163 - 4169

WHEREAS, the Contract Compliance and Administration Department received proposals on December 1, 2022 for RFP #202208 - Professional Construction Management Services; and

WHEREAS, the RFP process resulted in responses from seven (7) vendors;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award the RFP to: ARC Building Partners (CRS #4163); Buffalo Construction Consultants, Inc. (CRS #4164); C&S Engineers, Inc. (CRS #4165); Campus Construction Management (CRS #4166); Guard Construction and Contracting Corp. (CRS #4167); LiRo Engineers, Inc. (CRS #4168) and Mensch Capital Partners, LLC (CRS #4169); and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the individual term agreements with each firm, pending successful completion of the Contract Routing System due to the fact that we are currently without a contract.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

TOWN OF AMHERST
PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES
TERM AGREEMENT

THIS AGREEMENT, made as of the 10th day of July, 2023, by and between (Vendor Name), (hereinafter referred to as "Contractor"), with its principal office and place of business located at (Vendor Address), and the Town of Amherst (herein, referred to as "Town"), a municipal corporation of the State of New York with its principal office and place of business located at 5583 Main Street, Williamsville, New York 14221; and

WHEREAS, in accordance with Town policy, sealed proposals were received by the Town of Amherst, Director of Finance on December 1, 2022 at 3:00 PM for the provision of a two-year Agreement for Professional Construction Management Services (RFP #202208); and

WHEREAS, Contractor's proposal was submitted in accordance with the RFP specifications and was one of the selected responsible proposals submitted; and

WHEREAS, a contract is hereby awarded to the Contractor by the Town of Amherst, in accordance with the provisions therein contained; and

WHEREAS, as a condition of this award, Contractor agrees to bill according to the attached Labor and Construction Markup Rates; and

WHEREAS, each potential term project shall be approved by both parties and governed by the terms of this master contract, and American Institute of Architects ("AIA") Document C132-209 shall be used for each term project; and

WHEREAS, the Town does not guarantee any awards or term contracts with Contractor;

NOW, THEREFORE, the Town and Contractor do hereby agree as follows:

Attachment: Professional Construction Manager Term Contract Template FINAL (RES-2023-602 : Award RFP #202208 Professional

AWARD OF CONTRACT

The Town hereby awards the project outlined in the manner set forth in the RFP Specifications and in Contractor's accepted response thereto, copies of which is attached hereto and incorporated herein, to Contractor for the provision of the RFP identified above for a term of two (2) years to commence on July 10, 2023 and expire on July 9, 2025, with two two-year extensions available upon mutual written agreement of Town and Contractor.

Terms and conditions of the contract shall also include the following

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 Agreement then the provisions of this Agreement are to be enforceable and any conflicting provision shall be considered null and void.

2. Except to the extent AIA documents are used in connection with this Agreement, no rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town:

    (a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

    (b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

Attachment: Professional Construction Manager Term Contract Template FINAL (RES-2023-602 : Award RFP #202208 Professional

(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 sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis.

5. Any incident 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, 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.

Attachment: Professional Construction Manager Term Contract Template FINAL (RES-2023-602 : Award RFP #202208 Professional

9. 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.

10. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. 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.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

_____
Print Name of Company

By: _____
Signature

_____
Printed name

Date: _____

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Professional Construction Manager Term Contract Template FINAL (RES-2023-602 : Award RFP #202208 Professional

Town of Amherst, NY
RFP #202208 Professional Construction Management Services
Labor and Construction Markup Rates
July 10, 2023

Labor Rates

Project Executive	$175.00
Project Manager	$130.00
Project Superintendent / Field Manager	$110.00
Estimator	$75.00
Resident Inspector / Project Engineer	$85.00
Administrative	$60.00

Construction Markup 4%
Applies to all levels of construction

Sub-Contractor Markup 5%
Approval by Town of Amherst is required for use of all sub-contractors.
Firms under contract with the Town must be used where possible.
If subcontractor is used, detailed proposal from sub-contractors must be reviewed by Town of Amherst.
Reason for use of subs not under contract with the Town must be provided.

Reimbursable Markup 0%
Applies to all reimbursable costs

Other
Pre-construction services to be based on labor rates only.
Construction and close-out services to be based on labor rates plus construction markup.
A not-to-exceed fee may be negotiated for each project.
Labor rates subject to 3% per yearly increase over term of the contract.

Attachment: Labor Rates (RES-2023-602 : Award RFP #202208 Professional Construction Management Services CRS #4163 - 4169)

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27706 **RESOLUTION 2023-603** **ADOPTED**

Award Mini Bids for 1 Chevy Silverado 2500 and 1 Silverado 3500 CRS #4180 & 4181

WHEREAS, Contract Compliance issued Mini-Bids #13600 & 13602 through the NYS OGS Marketplace for a 2024 Chevrolet Silverado 2500 & 2024 Silverado 3500 Trucks;

WHEREAS, bids were received from four (4) vendors for the Silverado 2500 and three (3) vendors for the Silverado 3500 per the attached Mini-Bid Tabulation forms

NOW, THEREFORE, BE IT RESOLVED, that the Town Board authorizes the Mini-Bids both be awarded to Joe Basil Chevrolet for the low bid of $47,191.69 for one (1) 2024 Chevrolet Silverado 2500 and for the low bid of $55,044.04 for one (1) 2024 Chevrolet Silverado 3500; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contracts with Joe Basil Chevrolet, Inc., and

BE IT FURTHER RESOLVED, that the Town Board authorizes the Facilities Department to issue a purchase order for the above vehicles pending successful completion of the Contract Routing System due to the need to order the vehicles with the vendor as soon as possible.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

KP2310-2250 - $102,235.73

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

Name	Model Year	Make	Model & Trim Level	Model Code	Drive Type	Fuel Type	NYS Base M	NYS Discount (%)	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle	Total Number of Vehicles	Total Price for Mini-Bid	Revised NYS Price for Vehicle	Revised Number of Vehicles	Revised Total Price for Mini-Bid
Joe Basil Chevrolet, Inc.	2024	Chevrolet	Silverado 2500HD Crew Cab 159" Work Truck	CK20743	4WD	Gasoline	$53,475.00	11.75%	$47,191.69	$0.00	$47,191.69	2	$94,383.38	$47,191.69	1	$47,191.69
Cappellino Chevrolet Inc	2024	Chevrolet	Silverado 2500 crew cab WT	CK20743	4WD	Gasoline	$53,475.00	11.4%	$47,378.85	$0.00	$47,378.85	2	$94,757.70	$47,378.85	1	$47,378.85
Chevrolet of Smithtown	2024	Chevrolet	Silverado 2500HD Crew WT	CK20743	4WD	gasoline	$53,090.00	7.9%	$48,895.89	$0.00	$48,895.89	2	$97,791.78	$48,895.89	1	$48,895.89
Central Dodge Inc	2024	Ram	2500 crew cab short bed	DJ7L91	4x4	gas	$55,650.00	7.98%	$51,209.13	$0.00	$51,209.13	1	$51,209.13	$51,209.13	1	$51,209.13

Name	Model Year	Make	Model & Trim Level	Model Code	Drive Type	Fuel Type	NYS Base MSRP	NYS Discount (%)	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle	Total Number of Vehicles	Total Price for Mini-Bid	Revised NYS Price for Vehicle	Revised Number of Vehicles	Revised Total Price for Mini-Bid
Joe Basil Chevrolet, Inc.	2024	Chevrolet	Silverado 3500HD Crew Cab 172" Work Truck	CK30943	4WD	Gasoline	$53,805.00	11.3%	$47,725.04	$7,319.00	$55,044.04	2	$110,088.08	$55,044.04	1	$55,044.04
Cappellino Chevrolet Inc	2024	Chevrolet	Silverado 3500HD Crew Cab WT	CK30943	4WD	Gasoline	$54,388.00	11.3%	$48,242.16	$7,319.00	$55,561.16	2	$111,122.32	$55,561.16	1	$55,561.16
FALLS DODGE INC dba JOE CECCONIS CHRYS	2024	ram	3500 tradesman	d28l92	4x4	gas	$58,050.00	7.%	$53,986.50	$12,890.00	$66,876.50	2	$133,753.00	$66,576.50	1	$66,576.50

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 27615 **RESOLUTION 2023-604** **ADOPTED**

Scarifying and Cold Milling - CRS #4093

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on the Erie County Contract with Highway Rehabilitation Corp for scarifying and cold milling, BID # 230075-004 for the period 4/1/23 to 3/31/24 item number E417.01 for $4.67/sy and E417.0101 for $3.87/gal.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Amherst Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #4093) and the approval of the Town Attorney.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

TOWN WIDE

VARIOUS

TBD

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

Bryan, Steve

From: Infotech Services
Sent: Thursday, June 15, 2023 11:15 AM
To: Lucey, Patrick G.; Bryan, Steve; Anderson, Paul; Burroughs, Nicole; Sliwa, Renee M.
Subject: Contract Approval: CRS ID #4093

CRS ID #: 4093
Title: Plane and Texturize Scarifying and Cold Milling Existing Road Surfaces
Vendor: HIGHWAY REHABILITATION CORP
Contract Type: General Contract

Contract #4093 for HIGHWAY REHABILITATION CORP has been approved by the Attorney's Office and is ready to be placed on the Town Board agenda.

You are required to submit three (3) original signed (by vendor) contract packets to the Attorney's Office no later than the Friday before the Town Board Meeting. Please print out this approval email and attach it to the original contracts being submitted to the Town Attorney's office. Thank you.

Comment:

https://intranet/acms/cont_crs_main_rte_list.php?q=(rec_crs_id~equals~4093)

Attachment: DOC062023-06202023124305 (RES-2023-604 : Scarifying and Cold Milling CRS #4093)

AGREEMENT

Let this document stand as an Agreement between HIGHWAY REHABILITATION CORP
And the Town of Amherst permitting the Town of Amherst to participate in the purchase of :
COUNTY OF ERIE-CONSTRUCTION AND MAINTENANCE MATERIALS
BID REFERENCE # 230075-004
4/1/2023 through 3/31/2024

SECTION E 417
Page 21

from Highway Rehabilitation Corp. under Erie County Construction and Maintenance Specifications of BID REFERENCE #230075-004 for the period from 4/1/2023 TO 3/31/2024.

Agreed to and Accepted by:

HIGHWAY REHABILITATION CORP

By: _____
Signature

Christine Magee
Print Name

Vice President
Title

Date: 6/6/23

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: DOC062023-06202023124305 (RES-2023-604 : Scarifying and Cold Milling CRS #4093)

COUNTY OF ERIE
DIVISION OF PURCHASE
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202

Bids for Construction and Maintenance Materials
For use by Erie County Department of Public Works,
Division of Highways

Submitted in accordance with New York State Specification
For the Year From April 1, 2023 – March 31, 2024

BID NO.: 230075-004

Attachment: DOC062023-06202023124305 (RES-2023-604 : Scarifying and Cold Milling CRS #4093)

INSTRUCTIONS TO USERS OF THIS CONTRACT

When using this contract you will notice that it is set up in sections that coincide with NYSDOT numbers.

Any municipality who is listed on the Erie County Exhibit "B" of the Instructions to Bidders, Purchases by other local governments or special districts can participate in this contract.

All successful bidders' prices are posted, however please note that in order to utilize this highway material book properly, the lowest bidder must be contacted first. If the low bidder is not available then the second low bidder should be contacted and if they are not available go down the line. Due to the fact that Buffalo has a very short construction and maintenance season it is necessary to have more than one or two vendors under contract. The lowest bidder is not always available when a district or municipality needs the product or the service. When that happens there are other vendors in the book that can provide product or service to avoid any down time.

When using this book be sure to include the bid number, page number, item number and description of material or service as written in the bid on the requisition. This information **must be included** with all orders. The unit price and quantity must be indicated in all orders.

When using the Aggregates section, be sure to take into consideration the plant/pit location with the delivery location. That will help determine who the low bidder is.

When the lowest bidder is not being used, the enclosed justification affidavit must be completed, signed and filed with the purchasing documents.

This Highway summary book was put together in compliance with General Municipal Law §100-a, General Municipal Law §103 and General Municipal Law §104.

3/2014

Attachment: DOC062023-06202023124305 (RES-2023-604 : Scarifying and Cold Milling CRS #4093)

Erie County Highway Bid#
Justification Affidavit

The Erie County Highway Bid is a compiling of multiple vendors and their pricing for various supplies and services. The goal of this bid is to provide valid resources to assist in completing a multitude of projects within a seasonal window. Therefore, there is a process that needs to be followed to ensure that you are using the lowest bidder of that item or service that can be provided within the time-frame of the project. The project time-line becomes a very important part of the evaluation. If the lowest vendor cannot provide within the specified time-frame of said project, it is permissible to go to the next lowest bidder. The Division of Purchase will require the following information will from you when this is the case.

Project Description:

_____

_____

_____

Project Time-line:_____

Item or Services
Needed:_____

_____

_____

Lowest Bidder's Company Name: _____

Can Supply ___ Cannot Supply ___

Name at Company who verified above: _____
Phone#: _____

Signature:_____

Print Name:_____

*****I verify that to my knowledge, all that is stated above is true.*****

Please forward this document with your Purchase Requisition. Thank You

Attachment: DOC062023-06202023124305 (RES-2023-604 : Scarifying and Cold Milling CRS #4093)

2023 Summer Maintenance Bid

Bidder List	Phone Numbers	Pages
Accent Stripe, Inc. 3275 N. Benzing Road Orchard Park, New York 14127	716.823.7704	56, 58, 62, 68, 71 72
Admar Supply Co., Inc. 1950 Brighton-Henrietta TL Road Rochester, New York 14623 1394 Military Road Tonawanda, New York 14217	585.978.8800 716.873.8000	103, 107, 111, 115, 119, 123, 131, 135, 139, 143, 147, 151, 155
Advanced Drainage Systems, Inc. 4640 Trueman Blvd. Hilliard, Ohio 43026 8526 Rt. 243 PO Box 116 Rushford, New York 14777	800.733.7473 716.860.4608	32, 33, 34, 41, 42
American Paving & Excavating, Inc. 5880 Thompson Road Clarence Center, NY 14032	716.741.2649	99, 103, 107, 111, 115, 119 123, 127, 131, 135, 163, 167

Attachment: DOC062023-06202023124305 (RES-2023-604 : Scarifying and Cold Milling CRS #4093)

Amherst Paving, Inc. 330 Meyer Rd Amherst, New York 14226	716.834.4961	11, 12, 49, 51, 53, 63, 82, 85, 88, 91, 96, 99, 103, 107, 111, 115, 119, 123, 127, 131, 135, 139, 163
Amherst Sealer 320 Meyer Rd Amherst, New York 14226	716.868-9300	12
Bihr Landscape Inc. 211 Westminster Road West Seneca, New York 14224	716.997.2448	35, 36, 37, 40, 70
Buffalo Asphalt Milling Corp. 461 Tonawanda Street Buffalo, New York 14207	716-481-8730	99, 107, 119, 127, 131, 135, 139
Cambria Asphalt Products 10830 Blair Road Medina, New York 14103	585.798.4501	9, 10, 82, 85, 88, 91

Attachment: DOC062023-06202023124305 (RES-2023-604 : Scarifying and Cold Milling CRS #4093)

Chemung Supply Corp. 2420 Corning Road PO Box 527 Elmira, New York 14902	607.733.5506	5, 6, 27, 28, 29, 30, 31, 32, 33, 34, 43, 44, 45, 46, 47, 48, 65, 66
Comet Flasher, Inc. 2855 Clinton Street Buffalo, New York 14224	716.821.9595	56, 58
Country Side Sand & Gravel 13870 Taylor Hollow Road Collins, New York 14034	716.532.3371	53, 54, 82,85, 88, 91, 96
County Line Stone Co., Inc. 4515 Crittenden Rd PO Box 150 Akron, New York 14001	716.542.5435	8, 9, 10, 11, 22, 23, 49, 51, 54, 56, 58, 60, 61, 82, 85, 91, 95, 96, 99, 103, 107, 119, 123, 127, 131, 135, 139, 155, 163
D & H Excavating Inc. 11939 Rt 98 South Arcade, New York 14009	716.492.4956	22, 23, 56, 58, 61, 82, 85, 88, 91, 99, 103, 107, 111, 115, 119, 123, 127, 131, 139, 151, 155

Attachment: DOC062023-06202023124305 (RES-2023-604 : Scarifying and Cold Milling CRS #4093)

Dan Gernatt Gravel 13870 Taylor Hollow Road Collins, New York 14034	716.532.3371	8, 54, 73, 82, 85, 88, 91, 96, 128, 132, 140
Dig It of New York, LLC 3529 Broadway Cheektowaga, New York 14227	716.684.7232	128, 132, 136, 140, 156
Donegal Construction Corporation PO Box 450 New Stanton, PA 15672	724.423.7500	22, 23, 136
Eberl Iron Works, Inc. 128 Sycamore Street Buffalo, New York 14204	716.854.7633	57, 59, 64, 65, 66
EJ USA, Inc. 301 Spring Street PO Box 439 East Jordan, MI 49727 132 County Route 59 Phoenix, New York 13135	800.874.4100 315.699.2601	49, 51, 69

Attachment: DOC062023-06202023124305 (RES-2023-604 : Scarifying and Cold Milling CRS #4093)

Eastwood Industries, Inc. 6440 Omphalius Road Colden, New York 14033 PO Box 305 North Boston, New York 14110	716-941-7420	70
Gauthier Blacktop Inc. 1790 Bullis Road Elma, New York 14059	716.652.5284	104, 108, 112, 120, 124, 128
Gerald J.G. Wagner 7193 Boies Road West Falls, New York 14170	716.652.1483	35, 36, 37
Gernatt Asphalt Products 13870 Taylor Hollow Road Collins, New York 14034	716.532.3371	8, 9, 10, 54, 73, 83, 86, 88, 89, 91, 92, 95, 96, 97
Highway Rehabilitation Corp. 2258 Route 22 Brewster, New York 10509	845.278.9645	21
Holcim Quarries NY, Inc. 75 Pineview Drive Suite 100 Amherst, New York 14228	716-505-5300	3, 9, 10, 24, 49, 51, 84, 86, 87, 89, 90, 92, 93, 94, 97, 98, 100, 108, 136

Attachment: DOC062023-06202023124305 (RES-2023-604 : Scarifying and Cold Milling CRS #4093)

Hunting Valley Construction Inc. 825 Rein Road Cheektowaga, NY 14225	716-253-6603	1, 2, 4, 49, 51, 53, 63, 67
K & R Day Trucking, Inc. 840 Bullis Road Elma, New York 14059	716-655-0660	100, 108, 112, 116, 120, 124, 128, 132, 140, 156
Kistner Concrete Products, Inc. 8713 Read Road PO Box 218 East Pembroke, New York 14056	585.815-4650 716- 894-2267	35, 36, 37, 38, 39, 40, 57, 59
Lane Enterprises, LLC 16 May Street Bath, New York 14810	607-776-3366	27, 28, 29, 30, 31, 32, 33, 34, 41, 42
Mays Tree Service, Inc. P.O. Box 540 Lancaster, New York 14086	716.685.1929	55
Michael Serafini, Inc. 3529 Broadway Street Cheektowaga, New York 14227	716.684.7730	102, 106, 110, 114, 118, 122, 126, 138, 142, 158

Attachment: DOC062023-06202023124305 (RES-2023-604 : Scarifying and Cold Milling CRS #4093)

Midland Asphalt Materials, Inc. 640 Young Street Tonawanda, New York 14150	716.692.0730	11, 13, 16, 17, 18, 19, 20, 74, 75, 76, 77, 78, 79, 80, 81, 109
Milherst Construction, Inc. 10025 County Road PO Box 430 Clarence Center, NY 14032	716-688-9098	101, 105, 109, 113, 117, 121, 125, 129, 133, 141, 165, 169
Municipal Milling and Maintenance, LLC 9091 Erie Rd Angola, New York 14006	716.868.5158	22, 23
New Enterprise Stone and Lime Co., Inc. 3912 Brumbaugh Road New Enterprise, PA 16664 500 Como Park Blvd. Buffalo, New York 14227	814.766.2211 716.826.7310	8, 9, 24, 50, 60, 84, 87, 90, 93, 98, 101, 105, 109, 141
New Frontier Excavating & Paving, Inc. 7003 Brown Hill Road Boston, New York 14025	716.430.5046	22, 23, 101, 105, 109, 117, 121

Attachment: DOC062023-06202023124305 (RES-2023-604 : Scarifying and Cold Milling CRS #4093)

Northeast Diversification, Inc. DBA Northeast Paving #2 Cadby Industrial Park Lancaster, New York 14086	716.681.8879	1, 2, 4, 5, 6, 8, 11, 22, 23, 50, 52, 54, 63, 101, 105, 109, 113, 117, 121, 125, 129, 133, 137, 141
Occhino Corp 2650 Seneca Street West Seneca, New York 14224	716.827.7000	1, 2, 4, 5, 6, 8, 11, 12, 13, 22, 23, 50, 52, 53, 54, 57, 59, 61, 63, 101, 105, 109, 113, 117, 121, 125, 129, 133, 137, 141
Pat Roberts & Sons, Inc 1995 Woodard Road PO Box 125 Elma, New York 14059	716.863.3615	102, 106, 110, 114, 126, 130, 134, 138,0 142
Pavilion Drainage Supply Co., Inc. PO Box 219 6630 Ellicott Street Rd Pavilion, New York 14525	585.584.3261	25, 26, 43, 44, 45, 46, 47, 48
Robinson Paving, Inc. PO Box 266 11525 Big Tree Road East Aurora, New York 14052	716.687.1045	63, 102, 110, 114, 142

Attachment: DOC062023-06202023124305 (RES-2023-604 : Scarifying and Cold Milling CRS #4093)

Schneck's Tree Removal, Inc. 2861 Southwestern Blvd Orchard Park, New York 14127	716.675.7098	55
Suit Kote Corporation 1911 Lorings Crossing Road Cortland, New York 13045 505 Como Park Blvd. Buffalo, New York 14227	607.753.1100 716.683.8850	11, 13, 14, 15, 18, 19, 20, 22, 23, 74, 75, 76, 77, 102, 110, 142
Union Concrete & Construction Corp. PO Box 410 435 Meyer Road West Seneca, New York 14224	716.822.5755	1, 2, 4, 5, 6, 7, 8, 11, 22, 23, 50, 52, 53, 57, 59, 61, 63, 67, 90, 93, 98, 102, 106, 110, 114, 118, 122, 126, 134, 138, 142, 158, 162, 166
Villager Construction, Inc. 425 Old Macedon Center Rd. Fairport, NY 14450	585.223.7697	22, 23
Zoladz Construction Co., Inc. 13600 Railroad Street Alden, New York 14004 PO Box 157	716.937.6575	122, 126, 130, 134, 142, 162, 166

Attachment: DOC062023-06202023124305 (RES-2023-604 : Scarifying and Cold Milling CRS #4093)

Specifications and Proposal Form Covering Construction and Maintenance Materials Required by the Erie County Department of Public Works For the year Beginning April 1, 2023

Table of Contents

Notice to Bidders		i
Section 200	**Earthwork**	
Section 202	Demolition of Buildings and Structures	202 – 1
Section 203	Excavation, Embankment and Sewer Line Chemical Root Control	203 – 1
Section 204	Flowable Fill	204 – 1
Section 206	Trench, Culvert, Structure Excavation	206 – 1
Section 207	Geosynthetics	207 – 1
Section 209	Soil Erosion and Sediment Control	209 – 1
Section 210	Removal and Disposal of Asbestos Containing Material - ACM (Buildings, Bridges and Highways)	210 – 1
Section 300	**Bases and Subbases**	
Section 304	Subbase Course	304 – 1
Section 400	**Hot Mix Asphalt**	
Section 402	Asphalt Pavements	402 – 1
Section 402-15	Cold Patch	402-15 – 1
Section 407	Tack Coat	407 – 1
Section 410	Bituminous Surface Treatment - Single Course Asphalt Sealer	410 – 1
Section 412	Crack Sealing/Filling Asphalt Pavements	412 – 1
Section 413	Micro-Surfacing	413 – 1
Section 414	Quick-set Slurry	414 – 1
Section 415	Paver Placed Surface Treatment	415 – 1

Attachment: DOC062023-06202023124305 (RES-2023-604 : Scarifying and Cold Milling CRS #4093)

Section 416	Cold Recycling	416 – 1
Section 417	Heater Scarification of Asphalt Pavement	417 – 1
Section 490	Cold Milling	490 – 1
Section 550	**Structures**	
Section 555	Structural Concrete	555 – 1
Section 568	Bridge Railing	568 – 1
Section 587	Bridge Railing Reconstruction	587 – 1
Section 600	**Incidental Construction**	
Section 603	Culvert and Storm Drains	603 – 1
Section 604	Drainage Structures	604 – 1
Section 605	Underdrains	605 – 1
Section 606	Guide Railing, Median Barrier, and Concrete Barrier	606 – 1
Section 608	Sidewalks, Driveways, Bicycle Paths and Vegetation Control Strips	608 – 1
Section 609	Curb and Curb & Gutter	609 – 1
Section 610	Ground Vegetation – Preparation, Establishment and Management	610 – 1
Section 614	Pruning, Improving and Removing Existing Vegetation	614 – 1
Section 619	Work Zone Traffic Control	619 – 1
Section 620	Bank and Channel Protection	620 – 1
Section 621	Cleaning Culverts, Drainage Structures and Existing Roadside Sections	621 – 1
Section 627	Cutting Pavement	627 – 1
Section 635	Cleaning and Preparation of Pavement Surfaces for Pavement Markings	635 – 1
Section 636	Emergency Repairs and As Directed Maintenance and Repair Work	636 – 1

Attachment: DOC062023-06202023124305 (RES-2023-604 : Scarifying and Cold Milling CRS #4093)

Section 645	Signs	645 – 1
Section 646	Delineators, Reference Markers and Snowplowing Markers	646 – 1
Section 647	Removing, Storing and Relocating Signs, Sign Panel Assemblies, Sign Supports and Foundations	647 – 1
Section 648	Subsurface Explorations	648 – 1
Section 649	Audible Roadway Delineators	649 – 1
Section 655	Frames, Grates and Covers	655 – 1
Section 680	Traffic Signals	680 - 1
Section 685	Epoxy Reflectorized Pavement Markings	685 – 1
Section 688	Preformed Reflectorized Pavement Markings	688 – 1
Section 700	**Materials and Manufacturing**	
Section 701	Hydraulic Cements	701 – 1
Section 702	Bituminous Material	702 – 1
Section 703	Aggregates	703 – 1
Section 704	Masonry Materials	704 – 1
Section 705	Clay Soil	705 – 1
Section 800	**Materials - Delivery**	
Section 800	Materials Delivery	800 – 1
Section 900	**Rental of Equipment**	
Section 900	Rental Equipment	900 – 1

Attachment: DOC062023-06202023124305 (RES-2023-604 : Scarifying and Cold Milling CRS #4093)

2023 Summer Maintenance Bid

SECTION 417			Highway Rehabilitation Corp.
Item No.	Item	Pay Unit	Bid Price
E417.01	Heater Scarification	SY	$4.67
E417.0101	Recycling Agent	Gallon	$3.87

Attachment: DOC062023-06202023124305 (RES-2023-604 : Scarifying and Cold Milling CRS #4093)

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27702 **RESOLUTION 2023-605** **ADOPTED**

Police Officer/Police Department (17 Positions)

Please appoint eighteen (17) Police Officers to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII (c). Effective July 11, 2023 at an annual salary of $65,246 for David Balduf, Jonathan Bush, Joseph Byrne, Jessica Cavalleri, Shaniyah Crump, Kenneth Dowse, Michael Girling, Joshua Goodwin, Michael Kubek, Joseph Karl, Alyssa Perk, Earl Perrin, III, Brittany Price, Jeffrey Randall, Brandt Sauers, Elias Tang and Matthew Till.

Contingent upon successful completion of all pre-employment requirements and Erie County Civil Service Rules and Regulations.

Replacing employees due to separations and retirements.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27704 **RESOLUTION 2023-606** **ADOPTED**

Detective/Police Department

Please appoint a Detective to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective July 11, 2023 at an annual salary of $97,854 for David Awald.

This appointment fills a vacancy from a retirement and is a promotion for an employee serving as Police Officer.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

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

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27705 **RESOLUTION 2023-607** **ADOPTED**

Sexual Harassment Prevention Policy and Sexual Harassment Prevention Training Program

WHEREAS, the Town of Amherst has had a formal "POLICY AGAINST UNLAWFUL DISCRIMINATION, HARASSMENT AND SEXUAL HARASSMENT" since January of 2000; and

WHEREAS, effective October 2018, New York State adopted legislation requiring all New York State employers to implement policies against sexual harassment and required employers to provide annual sexual harassment prevention training to all employees; and

WHEREAS, New York State established a model sexual harassment prevention policy and model sexual harassment prevention training program which the Town adopted and has implemented since 2018; and

WHEREAS, New York State has updated and revised both the model sexual harassment prevention policy and model sexual harassment prevention training program effective April 2023; and

WHEREAS, The Town's Director of Human Resources has revised the current Town of Amherst Sexual Harassment Prevention Policy and Sexual Harassment Prevention training program to reflect the changes and updates promulgated by New York State to ensure absolute compliance with New York State law relative to policies and training to prevent sexual harassment;

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby formally adopts the updated Town of Amherst Sexual Harassment Prevention Policy and Sexual Harassment Prevention training program in order to fully comport with New York State Law, effective immediately.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

Attachment: TOA Sexual Harrassment Policy - REVISED June 16 2023.docx (RES-2023-607 : Sexual Harassment Prevention Policy and Sexual

TOWN OF AMHERST
POLICY AGAINST SEXUAL HARASSMENT

Purpose and Goals

The Town of Amherst is committed to maintaining a workplace free from harassment and discrimination. Sexual harassment is a form of workplace discrimination that subjects an employee to inferior conditions of employment due to their gender, gender identity, gender expression (perceived or actual), and/or sexual orientation. Sexual harassment is often viewed simply as a form of gender-based discrimination, but *The Town of Amherst* recognizes that discrimination can be related to or affected by other identities beyond gender. Under the New York State Human Rights Law, it is illegal to discriminate based on sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or status as a victim of domestic violence. Our different identities impact our understanding of the world and how others perceive us. For example, an individual's race, ability, or immigration status may impact their experience with gender discrimination in the workplace. While this policy is focused on sexual harassment and gender discrimination, the methods for reporting and investigating discrimination based on other protected identities are the same. The purpose of this policy is to teach employees to recognize discrimination, including discrimination due to an individual's intersecting identities, and provide the tools to take action when it occurs. All employees, managers, and supervisors are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace. This policy is one component of The Town of Amherst's commitment to a discrimination-free work environment.

Goals of this Policy:

Sexual harassment and discrimination are against the law. After reading this policy, employees will understand their right to a workplace free from harassment. Employees will also learn what harassment and discrimination look like, what actions they can take to prevent and report harassment, and how they are protected from retaliation after taking action. The policy will also explain the investigation process into any claims of harassment. Employees are encouraged to report sexual harassment or discrimination by filing a complaint internally with The Town of Amherst. Employees can also file a complaint with a government agency or in court under federal, state, or local antidiscrimination laws. To file an employment complaint with the New York State Division of Human Rights, please visit https://dhr.ny.gov/complaint. To file a complaint with the United States Equal Employment Opportunity Commission, please visit https://www.eeoc.gov/filing-charge-discrimination.

Adoption of this policy does not constitute a defense to charges of unlawful sexual harassment. Each claim of sexual harassment will be determined in accordance with existing legal standards, with due consideration of the particular facts and circumstances of the claim, including but not limited to the existence of an effective anti-harassment policy and procedure.

Attachment: TOA Sexual Harrassment Policy - REVISED June 16 2023.docx (RES-2023-607 : Sexual Harassment Prevention Policy and Sexual

Sexual Harassment and Discrimination Prevention Policy:

1. The Town of Amherst's policy applies to all employees, applicants for employment, and interns, whether paid or unpaid. The policy also applies to additional covered individuals. It applies to anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in our workplace. These individuals include persons commonly referred to as independent contractors, gig workers, and temporary workers. Also included are persons providing equipment repair, cleaning services, or any other services through a contract with The Town of Amherst. For the remainder of this policy, we will use the term "covered individual" to refer to these individuals who are not direct employees of the company.

2. Sexual harassment is unacceptable. Any employee or covered individual who engages in sexual harassment, discrimination, or retaliation will be subject to action, including appropriate discipline for employees. In New York, harassment does not need to be severe or pervasive to be illegal. Employees and covered individuals should not feel discouraged from reporting harassment because they do not believe it is bad enough, or conversely because they do not want to see a colleague fired over less severe behavior. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment will depend on the degree of harassment and might include education and counseling. It may lead to suspension or termination when appropriate.

3. Retaliation is prohibited. Any employee or covered individual that reports an incident of sexual harassment or discrimination, provides information, or otherwise assists in any investigation of a sexual harassment or discrimination complaint is protected from retaliation. No one should fear reporting sexual harassment if they believe it has occurred. So long as a person reasonably believes that they have witnessed or experienced such behavior, they are protected from retaliation. Any employee of The Town of Amherst who retaliates against anyone involved in a sexual harassment or discrimination investigation will face disciplinary action, up to and including termination. All employees and covered individuals working in the workplace who believe they have been subject to such retaliation should inform a supervisor, manager, or Robert P. McCarthy, Esq., Director of Human Resources. All employees and covered individuals who believe they have been a target of such retaliation may also seek relief from government agencies, as explained below in the section on Legal Protections.

4. Discrimination of any kind, including sexual harassment, is a violation of our policies, is unlawful, and may subject The Town of Amherst to liability for the harm experienced by targets of discrimination. Harassers may also be individually subject to liability and employers or supervisors who fail to report or act on harassment may be liable for aiding and abetting such behavior. Employees at every level who engage in harassment or discrimination, including managers and supervisors who engage in harassment or discrimination or who allow such behavior to continue, will be penalized for such misconduct.

5. The Town of Amherst will conduct a prompt and thorough investigation that is fair to all parties. An investigation will happen whenever management receives a complaint about

discrimination or sexual harassment, or when it otherwise knows of possible discrimination or sexual harassment occurring. The Town of Amherst will keep the investigation confidential to the extent possible. If an investigation ends with the finding that discrimination or sexual harassment occurred, The Town of Amherst will act as required. In addition to any required discipline, The Town of Amherst will also take steps to ensure a safe work environment for the employee(s) who experienced the discrimination or harassment. All employees, including managers and supervisors, are required to cooperate with any internal investigation of discrimination or sexual harassment.

6. All employees and covered individuals are encouraged to report any harassment or behaviors that violate this policy. All employees will have access to a complaint form to report harassment and file complaints. Use of this form is not required. For anyone who would rather make a complaint verbally, or by email, these complaints will be treated with equal priority. An employee or covered individual who prefers not to report harassment to their manager or employer may instead report harassment to the New York State Division of Human Rights and/or the United States Equal Employment Opportunity Commission. Complaints may be made to both the employer and a government agency.

   Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to Robert P. McCarthy, Esq., Director of Human Resources.

7. This policy applies to all employees and covered individuals, such as contractors, subcontractors, vendors, consultants, or anyone providing services in the workplace, and all must follow and uphold this policy. This policy must be provided to all employees in person or digitally through email upon hiring and will be posted prominently in all work locations. For those offices operating remotely, in addition to sending the policy through email, it will also be available on the organization's shared network.

What Is Sexual Harassment?

Sexual harassment is a form of gender-based discrimination that is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender. Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination including gender role stereotyping and treating employees differently because of their gender.

Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three most common ways people identify are cisgender, transgender, and non-binary. A cisgender person is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female. A transgender person is someone whose gender is different than the sex they were assigned at birth. A non-binary person does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary.

Attachment: TOA Sexual Harrassment Policy - REVISED June 16 2023.docx (RES-2023-607 : Sexual Harassment Prevention Policy and Sexual

Some may identify as transgender, but not all do. Respecting an individual's gender identity is a necessary first step in establishing a safe workplace.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment does not need to be severe or pervasive to be illegal. It can be any harassing behavior that rises above petty slights or trivial inconveniences. Every instance of harassment is unique to those experiencing it, and there is no single boundary between petty slights and harassing behavior. However, the Human Rights Law specifies that whether harassing conduct is considered petty or trivial is to be viewed from the standpoint of a reasonable victim of discrimination with the same protected characteristics. Generally, any behavior in which an employee or covered individual is treated worse because of their gender (perceived or actual), sexual orientation, or gender expression is considered a violation of The Town of Amherst's policy. The intent of the behavior, for example, making a joke, does not neutralize a harassment claim. Not intending to harass is not a defense. The impact of the behavior on a person is what counts. Sexual harassment includes any unwelcome conduct which is either directed at an individual because of that individual's gender identity or expression (perceived or actual), or is of a sexual nature when:

- The purpose or effect of this behavior unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment. The impacted person does not need to be the intended target of the sexual harassment;

- Employment depends implicitly or explicitly on accepting such unwelcome behavior; or

- Decisions regarding an individual's employment are based on an individual's acceptance to or rejection of such behavior. Such decisions can include what shifts and how many hours an employee might work, project assignments, as well as salary and promotion decisions.

There are two main types of sexual harassment:

- Behaviors that contribute to a **hostile work environment** include, but are not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex, gender identity, or gender expression. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory, or discriminatory statements which an employee finds offensive or objectionable, causes an employee discomfort or humiliation, or interferes with the employee's job performance.

- Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment. This is also called **quid pro quo** harassment.

Any employee or covered individual who feels harassed is encouraged to report the behavior so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be discrimination and is covered by this policy.

Examples of Sexual Harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited. **This list is just a sample of behaviors and should not be considered exhaustive**. Any employee who believes they have experienced sexual harassment, even if it does not appear on this list, should feel encouraged to report it:

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body, or poking another employee's body; or
  - Rape, sexual battery, molestation, or attempts to commit these assaults, which may be considered criminal conduct outside the scope of this policy (please contact local law enforcement if you wish to pursue criminal charges).

- Unwanted sexual comments, advances, or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits;
    - This can include sexual advances/pressure placed on a service industry employee by customers or clients, especially those industries where hospitality and tips are essential to the customer/employee relationship;
  - Subtle or obvious pressure for unwelcome sexual activities; or
  - Repeated requests for dates or romantic gestures, including gift-giving.

- Sexually oriented gestures, noises, remarks or jokes, or questions and comments about a person's sexuality, sexual experience, or romantic history which create a hostile work environment. This is not limited to interactions in person. Remarks made over virtual platforms and in messaging apps when employees are working remotely can create a similarly hostile work environment.

- Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:
  - Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or
  - Asking employees to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.

- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace;
  - This also extends to the virtual or remote workspace and can include having such materials visible in the background of one's home during a virtual meeting.

- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or gender expression, such as:
  - Interfering with, destroying, or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;

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- Sabotaging an individual's work;
- Bullying, yelling, or name-calling;
- Intentional misuse of an individual's preferred pronouns; or
- Creating different expectations for individuals based on their perceived identities:
  - Dress codes that place more emphasis on women's attire;
  - Leaving parents/caregivers out of meetings.

Who Can be a Target of Sexual Harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. Harassment does not have to be between members of the opposite sex or gender. New York Law protects employees and all covered individuals described earlier in the policy. **Harassers can be anyone in the workplace**. A supervisor, a supervisee, or a coworker can all be harassers. Anyone else in the workplace can also be harassers including an independent contractor, contract worker, vendor, client, customer, patient, constituent, or visitor.

Sexual harassment does not happen in a vacuum and discrimination experienced by an employee can be impacted by biases and identities beyond an individual's gender. For example:

- Placing different demands or expectations on black women employees than white women employees can be both racial and gender discrimination;
- An individual's immigration status may lead to perceptions of vulnerability and increased concerns around illegal retaliation for reporting sexual harassment; or
- Past experiences as a survivor of domestic or sexual violence may lead an individual to feel re-traumatized by someone's behaviors in the workplace.

Individuals bring personal history with them to the workplace that might impact how they interact with certain behavior. It is especially important for all employees to be aware of how words or actions might impact someone with a different experience than their own in the interest of creating a safe and equitable workplace.

Where Can Sexual Harassment Occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer or industry sponsored events or parties. Calls, texts, emails, and social media usage by employees or covered individuals can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Sexual harassment can occur when employees are working remotely from home as well. Any behaviors outlined above that leave an employee feeling uncomfortable, humiliated, or unable to meet their job requirements constitute harassment even if the employee or covered individual is at home when the harassment occurs. Harassment can happen on virtual meeting platforms, in messaging apps, and after working hours between personal cell phones.

Retaliation

Retaliation is unlawful and is any action by an employer or supervisor that punishes an individual upon learning of a harassment claim, that seeks to discourage a worker or covered individual from making a formal complaint or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. These actions need not be job-related or occur in the workplace to constitute unlawful retaliation. For example, threats of physical violence outside of work hours or disparaging someone on social media would be covered as retaliation under this policy.

Examples of retaliation may include, but are not limited to:

- Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
- Publicly releasing personnel files;
- Refusing to provide a reference or providing an unwarranted negative reference;
- Labeling an employee as “difficult” and excluding them from projects to avoid “drama”;
- Undermining an individual’s immigration status; or
- Reducing work responsibilities, passing over for a promotion, or moving an individual’s desk to a less desirable office location.

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in “protected activity.” Protected activity occurs when a person has:

- Made a complaint of sexual harassment or discrimination, either internally or with any government agency;
- Testified or assisted in a proceeding involving sexual harassment or discrimination under the Human Rights Law or any other anti-discrimination law;
- Opposed sexual harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of suspected harassment;
- Reported that another employee has been sexually harassed or discriminated against; or
- Encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

Reporting Sexual Harassment

Everyone must work toward preventing sexual harassment, but leadership matters. Supervisors and managers have a special responsibility to make sure employees feel safe at work and that workplaces are free from harassment and discrimination. Any employee or covered individual is encouraged to report harassing or discriminatory behavior to a supervisor, manager or Robert P. McCarthy, Esq., Director of Human Resources. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager, or Robert P. McCarthy, Esq., Director of Human Resources.

Reports of sexual harassment may be made verbally or in writing. A written complaint form is attached to this policy if an employee would like to use it, but the complaint form is not required. Employees who are reporting sexual harassment on behalf of other employees may use the complaint form and should note that it is on another employee's behalf. A verbal or otherwise written complaint (such as an email) on behalf of oneself or another employee is also acceptable.

Employees and covered individuals who believe they have been a target of sexual harassment may at any time seek assistance in additional available forums, as explained below in the section on Legal Protections.

Supervisory Responsibilities

Supervisors and managers have a responsibility to prevent sexual harassment and discrimination. All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing or discriminatory behavior, or for any reason suspect that sexual harassment or discrimination is occurring, are required to report such suspected sexual harassment to Robert P. McCarthy, Esq., Director of Human Resources. Managers and supervisors should not be passive and wait for an employee to make a claim of harassment. If they observe such behavior, they must act.

Supervisors and managers can be disciplined if they engage in sexually harassing or discriminatory behavior themselves. Supervisors and managers can also be disciplined for failing to report suspected sexual harassment or allowing sexual harassment to continue after they know about it.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

While supervisors and managers have a responsibility to report harassment and discrimination, supervisors and managers must be mindful of the impact that harassment and a subsequent investigation has on victims. Being identified as a possible victim of harassment and questioned about harassment and discrimination can be intimidating, uncomfortable and re-traumatizing for individuals. Supervisors and managers must accommodate the needs of individuals who have experienced harassment to ensure the workplace is safe, supportive, and free from retaliation for them during and after any investigation.

Bystander Intervention

Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is **required** to report it. There are five standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help.

1. A bystander can interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
2. A bystander who feels unsafe interrupting on their own can ask a third party to help intervene in the harassment;

3. A bystander can record or take notes on the harassment incident to benefit a future investigation;
4. A bystander might check in with the person who has been harassed after the incident, see how they are feeling and let them know the behavior was not ok; and
5. If a bystander feels safe, they can confront the harassers and name the behavior as inappropriate. When confronting harassment, physically assaulting an individual is never an appropriate response.

Though not exhaustive, and dependent on the circumstances, the guidelines above can serve as a brief guide of how to react when witnessing harassment in the workplace. Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is required to report it.

Complaints and Investigations of Sexual Harassment

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. An investigation of any complaint, information, or knowledge of suspected sexual harassment will be prompt, thorough, and started and completed as soon as possible. The investigation will be kept confidential to the extent possible. All individuals involved, including those making a harassment claim, witnesses, and alleged harassers deserve a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. The Town of Amherst will take disciplinary action against anyone engaging in retaliation against employees who file complaints, support another's complaint, or participate in harassment investigations.

The Town of Amherst recognizes that participating in a harassment investigation can be uncomfortable and has the potential to retraumatize an employee. Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.

While the process may vary from case to case, investigations will be done in accordance with the following steps. Upon receipt of a complaint, Robert P. McCarthy, Esq., Director of Human Resources:

1. Will conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take any interim actions (for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment), as appropriate. If complaint is verbal, request that the individual completes the complaint form in writing. If the person reporting prefers not to fill out the form, Robert P. McCarthy, Esq., Director of Human Resources will prepare a complaint form or equivalent documentation based on the verbal reporting;

2. Will take steps to obtain, review, and preserve documents sufficient to assess the allegations, including documents, emails or phone records that may be relevant to the investigation. [*Person or office delegated*] will consider and implement appropriate

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document request, review, and preservation measures, including for electronic communications;

3. Will seek to interview all parties involved, including any relevant witnesses;

4. Will create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
    a. A list of all documents reviewed, along with a detailed summary of relevant documents;
    b. A list of names of those interviewed, along with a detailed summary of their statements;
    c. A timeline of events;
    d. A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and
    e. The basis for the decision and final resolution of the complaint, together with any corrective action(s).

5. Will keep the written documentation and associated documents in a secure and confidential location;

6. Will promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and

7. Will inform the individual(s) who reported of the right to file a complaint or charge externally as outlined in the next section.

Legal Protections and External Remedies

Sexual harassment is not only prohibited by The Town of Amherst, but it is also prohibited by state, federal, and, where applicable, local law.

The internal process outlined in the policy above is one way for employees to report sexual harassment. Employees and covered individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may also seek the legal advice of an attorney.

New York State Division of Human Rights:

The New York State Human Rights Law (HRL), N.Y. Executive Law, art. 15, § 290 *et seq.*, applies to all employers in New York State and protects employees and covered individuals, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the New York State Division of Human Rights (DHR) or in New York State Supreme Court.

Attachment: TOA Sexual Harrassment Policy - REVISED June 16 2023.docx (RES-2023-607 : Sexual Harassment Prevention Policy and Sexual

Complaints of sexual harassment filed with DHR may be submitted any time **within three years** of the harassment. If an individual does not file a complaint with DHR, they can bring a lawsuit directly in state court under the Human Rights Law, **within three years** of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to The Town of Amherst does not extend your time to file with DHR or in court. The three years are counted from the date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases receive a public hearing before an administrative law judge. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies but it may include requiring your employer to take action to stop the harassment, or repair the damage caused by the harassment, including paying of monetary damages, punitive damages, attorney's fees, and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: www.dhr.ny.gov.

Go to dhr.ny.gov/complaint for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR as well as a form that can be submitted online. The website also contains contact information for DHR's regional offices across New York State.

Call the DHR sexual harassment hotline at **1(800) HARASS3** for more information about filing a sexual harassment complaint. This hotline can also provide you with a referral to a volunteer attorney experienced in sexual harassment matters who can provide you with limited free assistance and counsel over the phone.

The United States Equal Employment Opportunity Commission:

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act, 42 U.S.C. § 2000e *et seq.* An individual can file a complaint with the EEOC anytime within 300 days from the most recent incident of harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred. If the EEOC determines that the law may have been violated, the EEOC will try to reach a voluntary settlement with the employer. If the EEOC cannot reach a settlement, the EEOC (or the Department of Justice in certain cases) will decide whether to file a lawsuit. The EEOC will issue a Notice of Right to Sue permitting workers to file a lawsuit in federal court if the EEOC closes the charge, is unable to determine if federal employment discrimination laws may have been violated, or believes that unlawful discrimination occurred by does not file a lawsuit.

Individuals may obtain relief in mediation, settlement or conciliation. In addition, federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a “Charge of Discrimination.” The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with the New York State Division of Human Rights, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment or discrimination with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 22 Reade Street, 1st Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

Conclusion

The policy outlined above is aimed at providing employees at The Town of Amherst and covered individuals an understanding of their right to a discrimination and harassment free workplace. All employees should feel safe at work. Though the focus of this policy is on sexual harassment and gender discrimination, the New York State Human Rights law protects against discrimination in several protected classes including sex, sexual orientation, gender identity or expression, age, race, traits historically associated with race, religion or creed, color, national origin, citizenship or immigration status, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or domestic violence survivor status. The prevention policies outlined above should be considered applicable to all protected classes.

Attachment: TOA Sexual Harrassment Policy - REVISED June 16 2023.docx (RES-2023-607 : Sexual Harassment Prevention Policy and Sexual

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 27670 **RESOLUTION 2023-608** **ADOPTED**

Williamsville Central School District (CRS #3969) School District Student Resource Officer Program

TOWN BOARD AGENDA ITEM: JULY 10, 2023

TO: **Town Board**

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

RE: **Williamsville Central School District (CRS #3969)**
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, 2023 through June 30, 2024. Approval of this agreement is contingent upon the successful completion of the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: July 10, 2023)**

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

A 3121.02260 Revenue: $130,389.60

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, 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 _____, 2023, 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: WmsvlSRO2023.2024 for CRS 4.3.2023 (RES-2023-608 : SRO Contract:Williamsville Central School District (CRS#: 3969))

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, 2023 and culminating on June 30, 2024.

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.

Attachment: WmsvlSRO2023.2024 for CRS 4.3.2023 (RES-2023-608 : SRO Contract:Williamsville Central School District (CRS#: 3969))

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: WmsvlSRO2023.2024 for CRS 4.3.2023 (RES-2023-608 : SRO Contract:Williamsville Central School District (CRS#: 3969))

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 $13,038.96 per month ($4,346.32 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.

Attachment: WmsvlSRO2023.2024 for CRS 4.3.2023 (RES-2023-608 : SRO Contract:Williamsville Central School District (CRS#: 3969))

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: WmsvlSRO2023.2024 for CRS 4.3.2023 (RES-2023-608 : SRO Contract:Williamsville Central School District (CRS#: 3969))

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.

Attachment: WmsvlSRO2023.2024 for CRS 4.3.2023 (RES-2023-608 : SRO Contract:Williamsville Central School District (CRS#: 3969))

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: _____ 3/29/2023
Dr. Darren J. Brown-Hall, Superintendent Date

Attachment: WmsvlSRO2023.2024 for CRS 4.3.2023 (RES-2023-608 : SRO Contract:Williamsville Central School District (CRS#: 3969))

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).*

Attachment: WmsvlSRO2023.2024 for CRS 4.3.2023 (RES-2023-608 : SRO Contract:Williamsville Central School District (CRS#: 3969))

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: WmsvlSRO2023.2024 for CRS 4.3.2023 (RES-2023-608 : SRO Contract:Williamsville Central School District (CRS#: 3969))

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: WmsvlSRO2023.2024 for CRS 4.3.2023 (RES-2023-608 : SRO Contract:Williamsville Central School District (CRS#: 3969))

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: WmsvlSRO2023.2024 for CRS 4.3.2023 (RES-2023-608 : SRO Contract:Williamsville Central School District (CRS#: 3969))

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: WmsvlSRO2023.2024 for CRS 4.3.2023 (RES-2023-608 : SRO Contract:Williamsville Central School District (CRS#: 3969))

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 27709 **RESOLUTION 2023-609** **ADOPTED**

Police Service Dog Release & Waiver (CRS #4157) K9 Harley to Richard S. Caito

TOWN BOARD AGENDA ITEM: JULY 10, 2023

TO: **Town Board**

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

RE: **Police Service Dog Release & Waiver (CRS #4157)**
K9 Harley to Richard S. Caito

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and Richard S. Caito with regard to the above-entitled matter. This agreement has successfully completed the Contract Routing Process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: July 10, 2023)**

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Revenue: $1.00

A 3121 .05001: $1.00

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

POLICE SERVICE DOG
RELEASE & WAIVER

This agreement made the ____ day of July, 2023, between the Town of Amherst, 5583 Main Street, Williamsville, New York 14221 and Richard S. Caito, 111 Lyrae Drive, Getzville, New York 14068.

WHEREAS, the Town of Amherst is the owner of the Police Service Dog, Harley;

WHEREAS, Harley has been found no longer suitable for service with the Town of Amherst.

WHEREAS, the Town of Amherst agrees to turn over Harley to Richard S. Caito to care for until the end of her life.

NOW THEREFORE, in consideration of sum of One Dollar ($1.00) paid by Richard S. Caito, the receipt of which is hereby acknowledged and other good and valuable consideration, the parties hereto agree as follows:

The Town of Amherst hereby declares that no assurances either written, verbal, expressed or implied or any other have been given in any matter relating to Harley's physical or mental (temperament) health.

Richard S. Caito accepts full financial responsibility for all care and needs of Harley as of July 27, 2023.

Richard S. Caito agrees and acknowledges that he does hereby forever release and discharge, waive and hold harmless, protect and indemnify the Town of Amherst and all its agents, trainers, employees, servants and representatives with respect to Harley from and against any and all kinds of actions, claims, damages, loss, costs, expenses and demands related to bodily injury or property damage occurring to any person or persons, including third party claims, however caused where the underlying incident occurred after Richard S. Caito took possession of Harley and notwithstanding that the same may have been contributed to or occasioned by the negligence of the Town of Amherst, its agents, trainers, employees, servants or representatives.

Attachment: Caito Release & Waiver K9 Harley for CRS (RES-2023-609 : Police Service Dog Release & Waiver: Harley (CRS# 4157))

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written even though as a manner of convenience, it may be executed on a different day or days.

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Richard S. Caito

By: Richard S. Caito

Date: 6/19/2023

STATE OF NEW YORK }
COUNTY OF ERIE }SS:
VILLAGE OF WILLIAMSVILLE }

On the _____ day of _____, 2023, before me, the undersigned, personally appeared Brian J. Kulpa, Supervisor of the Town of Amherst, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK }
COUNTY OF ERIE }SS:
TOWN OF AMHERST }

On the 19th day of June, 2023, before me, the undersigned, personally appeared Richard S. Caito, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Melissa S. Lynch
Notary Public

Melissa S. Lynch
Notary Public State of New York
Qualified in Erie County
My Commission Expires: December 14, 2023

Attachment: Caito Release & Waiver K9 Harley for CRS (RES-2023-609 : Police Service Dog Release & Waiver: Harley (CRS# 4157))

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 27710 **RESOLUTION 2023-610** **ADOPTED**

Police Service Dog Release & Waiver (CRS #4174) K9 Droopy to Nicholas M. Scioli

TOWN BOARD AGENDA ITEM: JULY 10, 2023

TO: **Town Board**

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

RE: **Police Service Dog Release & Waiver (CRS #4174)**
K9 Droopy to Nicholas M. Scioli

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and Nicholas M. Scioli with regard to the above-entitled matter. This agreement has successfully completed the Contract Routing Process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: July 10, 2023)**

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

Revenue: $1.00

A 3121 .05001: $1.00

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

Attachment: Scioli Release & Waiver K9 Droopy for CRS (RES-2023-610 : Police Service Dog Release & Waiver: Droopy (CRS# 4174))

POLICE SERVICE DOG
RELEASE & WAIVER

This agreement made the ____ day of July, 2023, between the Town of Amherst, 5583 Main Street, Williamsville, New York 14221 and Nicholas M. Scioli, 75 Haussauer Road, Getzville, New York 14068.

WHEREAS, the Town of Amherst is the owner of the Police Service Dog, Droopy;

WHEREAS, Droopy has been found no longer suitable for service with the Town of Amherst.

WHEREAS, the Town of Amherst agrees to turn over Droopy to Nicholas M. Scioli to care for until the end of her life.

NOW THEREFORE, in consideration of sum of One Dollar ($1.00) paid by Nicholas M. Scioli, the receipt of which is hereby acknowledged and other good and valuable consideration, the parties hereto agree as follows:

The Town of Amherst hereby declares that no assurances either written, verbal, expressed or implied or any other have been given in any matter relating to Droppy's physical or mental (temperament) health.

Nicholas M. Scioli accepts full financial responsibility for all care and needs of Droopy as of July 23, 2023.

Nicholas M. Scioli agrees and acknowledges that he does hereby forever release and discharge, waive and hold harmless, protect and indemnify the Town of Amherst and all its agents, trainers, employees, servants and representatives with respect to Droopy from and against any and all kinds of actions, claims, damages, loss, costs, expenses and demands related to bodily injury or property damage occurring to any person or persons, including third party claims, however caused where the underlying incident occurred after Nicholas M. Scioli took possession of Droopy and notwithstanding that the same may have been contributed to or occasioned by the negligence of the Town of Amherst, its agents, trainers, employees, servants or representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written even though as a manner of convenience, it may be executed on a different day or days.

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Nicholas M. Scioli

By: _____

Date: 6/23/23

STATE OF NEW YORK }
COUNTY OF ERIE }SS:
VILLAGE OF WILLIAMSVILLE }

On the _____ day of _____, 2023, before me, the undersigned, personally appeared Brian J. Kulpa, Supervisor of the Town of Amherst, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK }
COUNTY OF ERIE }SS:
TOWN OF AMHERST }

On the 23rd day of June, 2023, before me, the undersigned, personally appeared Nicholas M. Scioli, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Melissa S. Lynch
Notary Public

Melissa S. Lynch
Notary Public State of New York
Qualified in Erie County
My Commission Expires: December 14, 2023

Attachment: Scioli Release & Waiver K9 Droopy for CRS (RES-2023-610 : Police Service Dog Release & Waiver: Droopy (CRS# 4174))

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 27725 **RESOLUTION 2023-611** **ADOPTED**

Request for Disposal of Obsolete Police Equipment Various Radar Units

TOWN BOARD AGENDA ITEM: JULY 10, 2023

To: **Town Board**

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

Re: **Request for Disposal of Obsolete Police Equipment Various Radar Units**

Kindly adopt a resolution authorizing the Police Department to dispose of the following departmental equipment:

- One (1) Decatur Genesis Radar Unit (Serial Number GHS1250): Equipment decommissioned in 2023;
- One (1) Kustom Falcon Radar Unit (Serial Number FH10162): Equipment decommissioned in 2023;
- One (1) Kustom Talon Radar Unit (Serial Number T1289): Equipment decommissioned in 2023; and
- One (1) Kustom HR-12 Radar Unit (Serial Number AA6499): Equipment decommissioned in 2023.

As there are no other appropriate uses for this equipment in any of the police department, we have deemed this equipment as obsolete. This request is made in accordance with the Town's Property Disposition Policy (TB Resolution #2011-1032).

Thank you.

SPC:msl
C: Tim Koller, Deputy Town Clerk *(Agenda Item: July 10, 2023)*

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None for the purposes of this Resolution

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

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 27688 **RESOLUTION 2023-612** **ADOPTED**

Travel & Training Request Introduction to Fire Investigation Course

TOWN BOARD AGENDA ITEM : JULY 10, 2023

TO: **Town Board**

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

RE: **Travel & Training Request**
Introduction to Fire Investigation Course

Kindly adopt a Resolution authorizing one (1) Officer to attend the above entitled training course. This course is being held in Montour Falls, New York on the following dates: July 16, 2023 to July 21, 2023, July 30, 2023 to August 4, 2023 and August 6, 2023 to August 11, 2023. A police department vehicle will be utilized to travel to and from this training. The cost for this course is approximately $1,578.59.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: July 10, 2023)**

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

A 3121 .4050: $325.02

A 3121 .4120: $1,110.06

*Contingency amount is not included in this breakdown

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

'RAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles Department Head Approval ONLY Required *REVISED 01/01/2018*

☑ $250 + or greater than 75 miles Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
7/16, 7/30 & 8/6/2023	7/21, 8/4 & 8/11/2023	Montour Falls, NY	Introduction to Fire Investigation & Fire Investigation

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.545	$300 (patrol vehicle)	A3121.4050	
Tolls	$25.02	"	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @ $ included in Reg Fee			
Meals:			
IRS Per Diem Per Day: $			
1st & Last Day of Travel @ 75%			
# Breakfasts @ $			
# Lunches @ $			
3 # Dinners @ $ 26	$78	A3121.4120	
18 # Incidentals @ $ 5	$90	"	
Registration/Conference Fee	$683	A3121.4120	
Other	259.06		
Subtotal	$1435.08		N/A
Contingency - 10% of subtotal or $200	$143.51		N/A
TOTAL	$1578.59		

Request Approved By:

DW

Department Head Signature

6/16/2023

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area For Expense Reimbursement

Attachment: RedactedTravelFormFireInvCourse7.10.2023 (RES-2023-612 : Training & Travel)

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 27689 **RESOLUTION 2023-613** **ADOPTED**

Travel & Training Request FBI-LEEDA Command Leadership Institute Course

TOWN BOARD AGENDA ITEM : JULY 10, 2023

TO: **Town Board**

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

RE: **Travel & Training Request**
FBI-LEEDA Command Leadership Institute Course

Kindly adopt a Resolution authorizing one (1) Police Captain to attend the above entitled training course. This course is being held locally from July 10, 2023 to July 14, 2023. A police department vehicle will be utilized to travel to and from this training. The cost for this course is approximately $874.50.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: July 10, 2023)**

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

A 3121 .4120: $795.00

*Contingency amount is not included in this breakdown

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

RAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles Department Head Approval ONLY Required *REVISED 01/01/2018*

☑ $250 + or greater than 75 miles Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
7/10/2023	7/14/2023	Amherst, NY	FBI-LEEDA Command Leadership Institute

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.545			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @ $			
Meals:			
IRS Per Diem Per Day: $			
1st & Last Day of Travel @ 75%			
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee	$795	A3121.4120	
Other			
Subtotal	$795		N/A
Contingency - 10% of subtotal or $200	$79.50		N/A
TOTAL	$874.50		

Request Approved By:

[signature]

Department Head Signature

6/16/2023

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

orms\Travel Expense Reimbursement Form 4.7.17

Attachment: RedactedTravelFormFBI-LEEDA Commance Leadership Conference 7.10.2023 (RES-2023-613 : Training & Travel)

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 27707 **RESOLUTION 2023-614** **ADOPTED**

Travel & Training Request Commercial Vehicle Inspector Part a & B

TOWN BOARD AGENDA ITEM : JULY 10, 2023

TO: **Town Board**

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

RE: **Travel & Training Request**
Commercial Vehicle Inspector Part A & B

Kindly adopt a Resolution authorizing one (1) Senior Investigator to attend the above entitled training course. This course is being held in Albany, New York from July 30, 2023 to August 4, 2023 and August 13, 2023 to August 11, 2023. A police department vehicle will be utilized to travel to and from this training. The cost for this course is approximately $2,299.79.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: July 10, 2023)**

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

A 3121 .4050: $348.72

A 3121 .4120: $1742.00

*Contingency amount is not included in this breakdown

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

RAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles Department Head Approval ONLY Required

☑ $250 + or greater than 75 miles Department Head AND Town Board Approval Required

REVISED 01/01/2018

NAME	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
7/30 & 8/13/2023	8/4 & 8/11/2023	Albany, NY	Commercial Vehicle Inspector Part A & B

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.545	$300 (patrol vehicle)	A3121.4050	
Tolls	$48.72	"	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
10 # nights @ $ 114	$1140	A3121.4120	
Meals:			
IRS Per Diem Per Day: $			
1st & Last Day of Travel @ 75%			
0 # Breakfasts @ $			
10 # Lunches @ $ 17	$170	A3121.4120	
12 # Dinners @ $ 31	$372	"	
12 # Incidentals @ $ 5	$60	"	
Registration/Conference Fee			
Other			
Subtotal	$2090.72		N/A
Contingency - 10% of subtotal or $200	$209.07		N/A
TOTAL	$2299.79		

Request Approved By:

Department Head Signature

6/23/2023

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

orms\Travel Expense Reimbursement Form 4.7.17

Attachment: RedactedTravelRequestCommercialVehicleInspector7.10.2023 (RES-2023-614 : Training & Travel)

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 27720 **RESOLUTION 2023-615** **ADOPTED**

Contract Agreement Extension - Fluid Kinetics CRS #4170

The Engineering Department, WPCF division is requesting the Town Board authorize the Supervisor to sign the attached contract extension agreement with Fluid Kinetics, Inc. The terms and conditions within the current executed contract, TOA Bid 2019031 Pentair/Myers Submersible Pumps will remain the same. This extension will be effective from August 14, 2023 through August 13, 2025.

Funds for this request are available in G9916-2600, G9916-4929 and KP 2136-4972.

This request has successfully completed the contract review process.

Thank you for considering this request.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

G9916-2600, G9916-4929 and KP 2136-4972; Amount TBD

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

AGREEMENT

Let this document stand as an Agreement between Fluid Kinetics, Inc. and the Town of Amherst permitting the Town of Amherst to extend their existing contract with Fluid Kinetics. This extension would be for an additional (2) year period. Both parties agree that the terms and conditions specified in the executed contract, TOA Bid 2019031 Pentair/Myers Submersible Pumps shall remain the same. The term of this contract extension will be from date of execution by the Town of Amherst through August 13, 2025.

Agreed to and Accepted by:

Fluid Kinetics, Inc.

By: Douglas J Hayes
Signature

Douglas J Hayes
Printed name

President
Title

Date: 5-25-23

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: Fluid Kinetics Agreement (RES-2023-615 : Contract Agreement Extension - Fluid Kinetics CRS #4170)

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 27721 **RESOLUTION 2023-616** **ADOPTED**

Lift Station Communication Hosting Agreement Extension Colacino Industries, Inc. CRS #4185

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Colacino Industries, Inc. The terms and conditions within the current Lift Station hosting Agreement will remain the same. This extension will be from the date of execution through July 09, 2024.

Funds for this request are available in G9916-4110.

This request has successfully completed the contract review process.

Thank you for considering this request.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

G9916-4110; Amount TBD

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

AGREEMENT

Let this document stand as an agreement between Colacino Industries, Inc. and the Town of Amherst to extend their current Lift Station Communication Hosting Agreement, executed on July10, 2014 with TOA RES 2014-763, for a period of 12 months. It is mutually agreed by both parties to remove the language within the paragraph marked by the letter "O" and that the remaining terms and conditions will remain the same and the TOA will be invoiced at $65.00 / Site / Month as stated in the original agreement. This extension will run from July 10, 2023 through July 9, 2024.

Agreed to and Accepted by:

Colacino Industries, Inc.

By: _____
Signature

James R Colacino
Printed name

President
Title

Date: 6/23/23

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: Colacino Agreement (RES-2023-616 : Lift Station Communication Hosting Agreement Extension CRS #4185)

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 27731 **RESOLUTION 2023-617** **ADOPTED**

Management Agreement - CRS #4186

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Sunrise Ecology Services LLC to offer three weeks of an ecology summer camp program to residents of Amherst, pending successful completion of the contract routing process.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

A 7145.4110 - $9,000.00

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

MANAGEMENT AGREEMENT
SUNRISE ECOLOGY SERVICES, LLC.

This agreement made and entered into this _____day of _____, 2023 by and between the Town of Amherst, a municipal corporation in the State of New York, having its principal office located at 5583 Main Street, Williamsville, New York 14221, hereinafter ("Town") and Sunrise Ecology Services, LLC,7501 Crestwood Circle, Orchard Park, NY 14127, (hereinafter referred to as "Sunrise Ecology").

W I T N E S S E T H:

For and in consideration of the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

The Town hereby retains Sunrise Ecology to manage a Summer Ecology Camp at the Northwest Amherst Community Center, 220 Northpointe Parkway, Amherst, NY and the Williamsville Youth & Family Center, 5005 Sheridan Drive, Williamsville, New York, for the periods of July 10-14, 2023 (NWACC), July 3-August 4, 2023 (NWACC) and August 21-25, 2023 (WYFC) from 8:300am to 4:00pm.

Supervision and instruction will be managed by Scott Lembitz and staff of Sunrise Ecology, with the assistance of one staff person from the Amherst Youth & Recreation Department.

Sunrise Ecology will be responsible for any equipment and supplies needed for the camp. Sunrise Ecology will have access to the Northwest Amherst Community Center and Williamsville Youth Center, and/or other facilities to be determined, during the stated hours of the camp.

Sunrise Ecology Services LLC shall be required to at all times maintain general liability insurance, with indemnification coverage for the premises, and the Town of Amherst, (with the address of 5583 Main Street, Williamsville NY 14221), should be named as an additional insured and certificate holder under such policy, none of which shall be cancelled, reduced in the amount of coverage, surrendered or allowed to expire without thirty (30) days prior written notice to the Town. A copy shall be furnished to the Town of Amherst along with this contract.

All proceeds will be under the control of the Town of Amherst Youth & Recreation Department and all applications will be directed to the Youth & Recreation Executive Director.

Sunrise Ecology will be compensated for the services performed at a rate of $3,000.00 per week. The aforesaid parties will not be employees of the Town but rather will be independent contractors in relation to the Town. The payments made to said parties shall be paid on a gross income basis and they will be responsible for all tax consequences as a result of those payments.

As a condition of this agreement, all Summer Ecology Camp personnel must submit to a background check.

Attachment: Sunrise Ecology (RES-2023-617 : Management Agreement - CRS #4186)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

TOWN OF AMHERST

By: _____ Date: _____
Brian J. Kulpa, Supervisor

SUNRISE ECOLOGY SERVICES, LLC

By: Scott Lembitz Date: 7-2-23
Scott Lembitz, Director

Attachment: Sunrise Ecology (RES-2023-617 : Management Agreement - CRS #4186)

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: Sunrise Ecology (RES-2023-617 : Management Agreement - CRS #4186)

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: Sunrise Ecology (RES-2023-617 : Management Agreement - CRS #4186)

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:

Sunrise Ecology Services
Print Name of Company

By: Scott Lembitz
Signature

Scott Lembitz
Printed name

Date: 7-2-23

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Sunrise Ecology (RES-2023-617 : Management Agreement - CRS #4186)

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 27732 **RESOLUTION 2023-618** **ADOPTED**

Emergency Purchase Request #1 - R-22

Authorize the emergency purchase of 1,000 lbs. of R-22 to keep ice on the Feature Rink and NHL 1 at the Northtown Center from melting.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

$52,304.01

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

Attachment G

TOWN OF AMHERST-EMERGENCY PURCHASE(S) DOCUMENTATION FORM

This form is to be completed for all emergency purchases made that contravene the Town's Purchasing Policy. You must contact the Supervisor (or Deputy Supervisor in the Supervisors absence) to obtain his/her approval prior to making the purchase. This form must be completed and submitted to the Town Board at the first work session following the Emergency purchase. A copy should also be submitted to the Town Attorney and Contract Compliance & Administration Department.

An exception to the competitive bidding requirements exists for emergency situations (GML, §103[4]). There are three basic statutory criteria to be met in order to fall within this exception. These are that (1) the situation arises out of an accident or other unforeseen occurrence or condition; (2) the circumstances affect public buildings, public property or life, health, safety or property of the political subdivision's residents; and (3) the situation requires immediate action which cannot await competitive bidding.

Generally, there must be a present, immediate and existing condition which is creating an imminent threat or danger and which requires such immediate action that a further delay to comply with competitive bidding requirements is so detrimental to the public interest that it overcomes the strong public policy in favor of bidding. Further, because the emergency must arise out of an accident or unforeseen occurrence, it is doubtful a local government may invoke the emergency exception in a situation which the result of inaction or dilatory behavior on the part of local officials and which, therefore, could have been foreseen in time to advertise for bids.

Even when a governing board passes a resolution that a public emergency exists, the public interest dictates that purchases are made at the lowest possible costs, seeking competition by informal solicitation of quotes or otherwise, to the extent practical under the circumstances.

1. Date of Emergency Purchase: 6/20/23
2. Date of Town Board work session where Board is notified: 7/10/23
3. Date you received approval from the Supervisor: 6/20/23
4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (Attach additional detail if necessary): R22: $52,304.01
5. Is there adequate funding in your current operating budget to cover this purchase? Yes.
   Identify budget Org/Object: A 7253.4220
6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy:
   We continue to have problems with the mechanical system at the north end and the Feature Rink is not freezing properly. Although authorized, the work to replace the system is still in the design phase. The Supervisor and Town Board were informed previously that this is going to continue to be a problem until work is complete.
7. Please describe what steps were taken to ensure the lowest cost for the Emergency Purchase. If none, please explain why your department was prevented from doing so.
   We have a piggyback contract with Trane. Lynda Juul requested that we have this authorized as an emergency purchase because the contract does not specifically list R22 (it does not list any individual products).
8. Department Head Signature: _____ Date: 6/20/23

CC: Town Board
Town Attorney
Contract Compliance & Administration

For Contract Compliance & Administration Use Only
Date of Town Board Resolution: Emergency Purchase Tracking/Res #:

Attachment: Attachment G R-22 Trane (RES-2023-618 : Emergency Purchase Request #1 - R-22)

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 27733 **RESOLUTION 2023-619** **ADOPTED**

Emergency Purchase Request #2 - R-22

Authorize the emergency purchase of 1,000 lbs. of R-22 to keep ice on the Feature Rink and NHL 1 at the Northtown Center from melting.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

$44,250.00

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

MOLLENBERG-BETZ INC

MATT SMITH
VP SERVICE & OPERATIONS
300 SCOTT STREET
BUFFALO, NY 14204
msmith@mollenbergbetz.com

P: (716) 614-7473
C: (716) 984-4383
F: (716) 614-7467
www.mollenbergbetz.com

To:	Town of Amherst (Northtown Center)	Fax:	
Attn:	Brian Bush	Date:	June 24, 2023
From:	Matt Smith	Pages:	1
Re:	Furnish 890 lbs. of R-22 for Refrigeration Systems	Quote:	MS2023-059R-1

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Dear Brian:

Mollenberg-Betz, Inc. is pleased to submit the following proposal for the above referenced project per the Scope of Work, Pricing and the following Notes and Exceptions.

Scope of Work

- Furnish 1,000 lbs. of R-22 for refrigeration system(s) at Northtown Center.

Pricing

890 lbs. R-22 ..... $43,450.00
Cylinder deposit (refunded when cylinder is returned) $800.00
Total $44,250.00
Note: Emergency supply

Notes and Exceptions

1. Sales or use taxes are not included in our pricing. If applicable they will be added to the quoted price. If the project is treated as a capital improvement, the quoted price will increase by the cost of the use tax incurred by Mollenberg-Betz.
2. This quote is for scope as described. Any additional parts or materials which may be required beyond this scope would be billed extra. We will discuss any additions with you before proceeding.
3. Freight and overtime are not included in our pricing.
4. Due to the volatility of the commodity markets, quotes for steel (all alloys) from our vendors are subject to change daily. Quotes for stock copper tube, steel pipe (all alloys), and plastic pipe are valid for up to three days from the date of quotation. Non-stock/special order pipe material shall be valid for 24 hours from the date of quotation. All pricing for orders beyond these periods may be subject to review/requote. Thereafter, Mollenberg-Betz may in good faith adjust such prices to reflect increases in the costs or availability of such price components.
5. For one year from the date of equipment start-up, Mollenberg-Betz warrants its work will be free of defects in workmanship. If found, defects will be repaired at no cost to the Customer. The warranty for installed parts and materials installed will be provided by the manufacturer of each specific product provided, which is acknowledged and agreed to by the customer.

If you have any questions/comments, please do not hesitate to call me.

Sincerely,

Mollenberg-Betz, Inc.

Matthew Smith

Matt Smith
Vice President Service and Operations

Acceptance of Quote, Conditions, Qualifications, & Exclusions
Agreed to and Accepted By: Brian Kulpa
Signature:
Title: Town Supervisor
Date: 6/26/23
(Signer posses authority to bind the company)

Please sign and return one copy to Mollenberg-Betz, Inc.

Attachment: Attachment G R-22 Mollenberg Betz (RES-2023-619 : Emergency Purchase Request #2 - R-22)

Attachment G
TOWN OF AMHERST-EMERGENCY PURCHASE(S) DOCUMENTATION FORM

This form is to be completed for all emergency purchases made that contravene the Town's Purchasing Policy. You must contact the Supervisor (or Deputy Supervisor in the Supervisors absence) to obtain his/her approval prior to making the purchase. This form must be completed and submitted to the Town Board at the first work session following the Emergency purchase. A copy should also be submitted to the Town Attorney and Contract Compliance & Administration Department.

An exception to the competitive bidding requirements exists for emergency situations (GML, §103[4]). There are three basic statutory criteria to be met in order to fall within this exception. These are that (1) the situation arises out of an accident or other unforeseen occurrence or condition; (2) the circumstances affect public buildings, public property or life, health, safety or property of the political subdivision's residents; and (3) the situation requires immediate action which cannot await competitive bidding.

Generally, there must be a present, immediate and existing condition which is creating an imminent threat or danger and which requires such immediate action that a further delay to comply with competitive bidding requirements is so detrimental to the public interest that it overcomes the strong public policy in favor of bidding. Further, because the emergency must arrive out of an accident or unforeseen occurrence, it is doubtful a local government may invoke the emergency exception in a situation which the result of inaction or dilatory behavior on the part of local officials and which, therefore, could have been foreseen in time to advertise for bids.

Even when a governing board passes a resolution that a public emergency exists, the public interest dictates that purchases are made at the lowest possible costs, seeking competition by informal solicitation of quotes or otherwise, to the extent practical under the circumstances.

1. Date of Emergency Purchase: 6/24/23
2. Date of Town Board work session where Board is notified: 7/10/23
3. Date you received approval from the Supervisor: 6/24/23
4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (Attach additional detail if necessary): R22: $44,250.00
5. Is there adequate funding in your current operating budget to cover this purchase? Yes.
   Identify budget Org/Object: A 7253.4220
6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy:
   We continue to have problems with the mechanical system at the north end and the Feature Rink is not freezing properly. Although authorized, the work to replace the system is still in the design phase. The Supervisor and Town Board were informed previously that this is going to continue to be a problem until work is complete.
7. Please describe what steps were taken to ensure the lowest cost for the Emergency Purchase. If none, please explain why your department was prevented from doing so.
   Mollenberg-Betz is the only local supplier that had enough product in hand and available for pick-up.
8. Department Head Signature: Mary Ann Rau Date: 6/24/23

CC: Town Board
Town Attorney
Contract Compliance & Administration

For Contract Compliance & Administration Use Only
Date of Town Board Resolution: Emergency Purchase Tracking/Res #:

Attachment: Attachment G R-22 Mollenberg Betz (RES-2023-619 : Emergency Purchase Request #2 - R-22)

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 27734 **RESOLUTION 2023-620** **ADOPTED**

Emergency Purchase - Audio Services

Authorize the Emergency Purchase of audio services for the town's Independence Day celebration due to illness.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

A 7145.4150 - $2,330.00

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

Attachment G

TOWN OF AMHERST-EMERGENCY PURCHASE(S) DOCUMENTATION FORM

This form is to be completed for all emergency purchases made that contravene the Town's Purchasing Policy. You must contact the Supervisor (or Deputy Supervisor in the Supervisors absence) to obtain his/her approval prior to making the purchase. This form must be completed and submitted to the Town Board at the first work session following the Emergency purchase. A copy should also be submitted to the Town Attorney and Contract Compliance & Administration Department.

An exception to the competitive bidding requirements exists for emergency situations (GML, §103[4]). There are three basic statutory criteria to be met in order to fall within this exception. These are that (1) the situation arises out of an accident or other unforeseen occurrence or condition; (2) the circumstances affect public buildings, public property or life, health, safety or property of the political subdivision's residents; and (3) the situation requires immediate action which cannot await competitive bidding.

Generally, there must be a present, immediate and existing condition which is creating an imminent threat or danger and which requires such immediate action that a further delay to comply with competitive bidding requirements is so detrimental to the public interest that it overcomes the strong public policy in favor of bidding. Further, because the emergency must arrive out of an accident or unforeseen occurrence, it is doubtful a local government may invoke the emergency exception in a situation which the result of inaction or dilatory behavior on the part of local officials and which, therefore, could have been foreseen in time to advertise for bids.

Even when a governing board passes a resolution that a public emergency exists, the public interest dictates that purchases are made at the lowest possible costs, seeking competition by informal solicitation of quotes or otherwise, to the extent practical under the circumstances.

1. Date of Emergency Purchase: 7/4/23
2. Date of Town Board work session where Board is notified: 7/10/23
3. Date you received approval from the Supervisor: 7/5/23 BK
4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (Attach additional detail if necessary): $2,330.00 for sound tech and equipment
5. Is there adequate funding in your current operating budget to cover this purchase? Yes
   Identify budget Org/Object: A 7145.4150
6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy:
   Previously engaged sound tech contracted Covid and was unable to cover event on a holiday.
7. Please describe what steps were taken to ensure the lowest cost for the Emergency Purchase. If none, please explain why your department was prevented from doing so. It was a holiday. Called in a favor. Cost was less than we have paid in the past.
8. Department Head Signature: Mary Dana Gouin Date: 7/5/23

CC: Town Board
Town Attorney
Contract Compliance & Administration

For Contract Compliance & Administration Use Only
Date of Town Board Resolution: Emergency Purchase Tracking/Res #:

Attachment: Attachment G Indigo (RES-2023-620 : Emergency Purchase - Audio Services)

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Town Clerk
DOC ID: 27691

COMMUNICATION 2023-81 **APPROVED**

Request for Public Hearing - 5226 & 5228 Main Street

Request from Sean Hopkins, Esq. for a public hearing with respect to the rezoning of 5226 & 5228 Main Street from GB to TI-4.

This hearing has been scheduled for August 21st.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

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

June 17, 2023

Timothy J. Koller, Deputy Town Clerk
Town of Amherst Town Clerk's Office
5583 Main Street
Williamsville, NY 14221

Re: Rezoning of 5226 & 5228 Main Street from GB to TI-4 [Z-2023-06]
Applicant/Project Sponsor: 5226 Main, LLC c/o Ellicott Development Company
File No. 10073.15

Dear Tim:

This letter is being submitted on behalf of 5226 Main, LLC ("Project Sponsor") to request that the Town Board adopt a resolution during its meeting to be held on July 10th at 3:00 p.m. for the purpose of scheduling a public hearing in connection with the pending request to amend the zoning classification 5226 and 5228 Main Street ("Project Site") from GB to TI-4.

The Planning Board held a public hearing on the pending requested rezoning of the Project Site from OB-TNB-1 to TI-2.5 during its meeting on Thursday, June 15th and adopted a resolution by a unanimous vote recommending approval of the requested rezoning of the Project Site.

If you have any questions regarding this letter, please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Daniel Howard, Planning Director, Planning Department
Thomas M. Fox, Director of Development, Ellicott Development Company [Via mail]
Bill Paladino, Chief Executive Officer, Ellicott Development Company [Via e-mail]
Christopher Wood, P.E., Carmina Wood Design [Via e-mail]
Brian J. Slevar, AIA, Carmina Wood Design [Via e-mail]

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-06-17-23 (COM-2023-81 : Request for Public Hearing - 5226 & 5228 Main Street)

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Town Clerk
DOC ID: 27693

COMMUNICATION 2023-82

APPROVED

Request for Public Hearing - 1561-1703 Niagara Falls Boulevard

Request from James A. Boglioli, Esq. for a public hearing with respect to the rezoning of 1561-1703 Niagara Falls Boulevard from CTR-5 to SC.

This hearing has been scheduled for August 21st.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

BENDERSON DEVELOPMENT
570 DELAWARE AVENUE
BUFFALO, NY 14202
716.886.0211.P 716.886.2269.F

June 19, 2023

VIA E-Mail and REGULAR E-MAIL
Francina J. Spoth, Town Clerk & Receiver of Taxes
Amherst Municipal Building
5583 Main Street
Williamsville, NY 14221

RE: Request to rezone 63.2+/- acres of land from CTR-5 to SC (Z-2023-05)
Property Located at 1561-1703 Niagara Falls Blvd (BDP# 2245)
Petitioner: Benderson Development Company, LLC

Dear Ms. Spoth:

In connection with the above-referenced application, on June 15, 2023, the Planning Board considered the request to rezone 63.2+/- acres of land from CTR-5 to SC and recommended that it be approved by the Town Board. We respectfully request that this matter be placed on a public hearing before the Town Board. 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

Cc: Daniel C. Howard, AICP
Planning Director

Attachment: 2245 Town Clerk Letter 06-19-23 (COM-2023-82 : Request for Public Hearing - 1561-1703 Niagara Falls Boulevard)

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Town Clerk
DOC ID: 27694

COMMUNICATION 2023-83 **APPROVED**

Request for Public Hearing - 1501-1551 Niagara Falls Boulevard

Request from James A. Boglioli, Esq. for a public hearing with respect to the rezoning of 1501-1551 Niagara Falls Boulevard from DC-3 to SC.

This hearing has been scheduled for August 21st.

7/10/2023
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

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

BENDERSON DEVELOPMENT
570 DELAWARE AVENUE
BUFFALO, NY 14202
716.886.0211.P 716.886.2269.F

June 19, 2023

VIA E-Mail and REGULAR E-MAIL
Francina J. Spoth, Town Clerk & Receiver of Taxes
Amherst Municipal Building
5583 Main Street
Williamsville, NY 14221

RE: Request to rezone 13.93+/- acres of land from DC-3 to SC (Z-2023-04)
Property Located at 1501-1551 Niagara Falls Blvd (BDP# 5256)
Petitioner: Benderson Development Company, LLC

Dear Ms. Spoth:

In connection with the above-referenced application, on June 15, 2023, the Planning Board considered the request to rezone 13.93+/- acres of land from DC-3 to SC and recommended that it be approved by the Town Board. We respectfully request that this matter be placed on a public hearing before the Town Board. 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

Cc: Daniel C. Howard, AICP
Planning Director

Attachment: 5256 Town Clerk Letter 06-19-23 (COM-2023-83 : Request for Public Hearing - 1501-1551 Niagara Falls Boulevard)

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Town Clerk
DOC ID: 27723

COMMUNICATION 2023-84 **REFERRED**

Notice of Claim: Annmarie Roeder Vs. Town of Amherst

7/10/2023
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

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

STATE OF NEW YORK
SUPREME COURT : : COUNTY OF ERIE

In the Matter of the Claim of

ANNMARIE ROEDER
Claimant,

NOTICE OF CLAIM

against

TOWN OF AMHERST

TO: **TOWN OF AMHERST**
Town Clerk
5583 Main Street
Williamsville, NY 14221

PLEASE TAKE NOTICE that **ANNMARIE ROEDER**, by and through her attorney, Melissa A. Stadler, Esq., Stamm Law Firm, 1127 Wehrle Drive, Suite 100, Williamsville, New York 14221, hereby claims and demands from Town of Amherst, damages at a sum to be determined for the personal injuries sustained by her by reason of the negligent, careless, and reckless acts and/or omissions by Town of Amherst, their agents, servants, employees, representatives or subcontractors and in support thereof, the Claimant, ANNMARIE ROEDER, states the following:

1. Claimant, ANNMARIE ROEDER, resides at [redacted]. The name and address of Claimant's attorney is Melissa A. Stadler, Esq., Stamm Law Firm, and her office address is 1127 Wehrle Drive, Suite 100, Williamsville, New York 14221, attorneys of record for Claimant, ANNMARIE ROEDER.

2. Upon information and belief, the time and date of the happening of the incident in which such injuries were sustained and the time and date when said claim arose was on or about April 4, 2023 at approximately 6:56 p.m.

'23 JUN 29 AM9:19

Attachment: DOC070523-07052023084643 (COM-2023-84 : Notice of Claim: Annmarie Roeder Vs. Town of Amherst)

3. Upon information and belief, the place of the happening of said incident resulting in the injuries hereinafter alleged was located at the intersection of Dodge Road and John James Audubon Parkway in the Town of Amherst, County of Erie, and State of New York.

4. Upon information and belief, the claims of ANNMARIE ROEDER arose in the following manner: That on or about April 4, 2023 at approximately 6:56 p.m., Claimant was operating a 2011 Lincoln vehicle bearing New York State license plate number DLH9832 and was traveling eastbound on Dodge Road and a 2023 Ford Town of Amherst Police vehicle bearing New York State license plate number POLICE, which was being operated by Scott Wild, was traveling northbound on John James Audubon Parkway in the Town of Amherst, County of Erie, and State of New York. At said date and time, the Town of Amherst Police vehicle proceeded through the intersection against a red traffic signal thereby striking the Claimant's ANNMARIE ROEDER, vehicle causing her to sustain serious and permanent injuries.

5. Said incident and the injuries resulting therefrom to the Claimant, ANNMARIE ROEDER, were caused by reason of the negligent, careless, and reckless acts and/or omissions of Town of Amherst, their agents, servants, employees, subcontractors and/or representatives and without any negligence on the part of the Claimant, ANNMARIE ROEDER, contributing thereto.

6. The allegations of negligent, careless, and reckless acts and/or omissions against the Town of Amherst, their agents, servants, employees, subcontractors and/or representatives, include, but are not limited to, the following: driving at an unreasonable rate of speed for the traffic and road conditions that existed at the time; failure to properly observe the traffic conditions that existed at the time; failure to keep a proper lookout; failure to see what there was to be seen; negligently colliding with the Claimant's vehicle; failing to yield the right of way; failure to avoid coming into contact with the Claimant's vehicle; failing to abide by the Vehicle and Traffic Laws of the State of

Attachment: DOC070523-07052023084643 (COM-2023-84 : Notice of Claim: Annmarie Roeder Vs. Town of Amherst)

New York; and otherwise acting carelessly, recklessly, and negligently resulting in the Claimant's injuries.

7. As a result of said incident, the Claimant, ANNMARIE ROEDER, sustained the following injuries: severe leg pain; severe back pain; severe hip pain; fractured pelvis; fractured rib; mental anguish; pain and suffering.

8. By the injuries aforesaid, the Claimant, ANNMARIE ROEDER, has been damaged in a sum to be determined at a later date.

9. This Notice is made and served on behalf of said Town of Amherst in compliance with the provisions of Section 50-e of the General Municipal Law of the State of New York and such other laws and statutes as are in the case made and provided.

YOU WILL TAKE FURTHER NOTICE that the Claimant, ANNMARIE ROEDER, demands payment of said claim and unless the claim is paid within a reasonable period of time, it is the intention of the Claimant to commence a lawsuit against Town of Amherst to recover any sums claimed.

Dated: June 28, 2023
Williamsville, NY

Melissa A. Stadler, Esq.
STAMM LAW FIRM
Attorneys for Claimant
1127 Wehrle Drive, Suite 100
Williamsville, New York 14221
(716)631-5767

Attachment: DOC070523-07052023084643 (COM-2023-84 : Notice of Claim: Annmarie Roeder Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Town Clerk
DOC ID: 27724

COMMUNICATION 2023-85 **REFERRED**

Notice of Claim: Lee Fang Vs. Town of Amherst

7/10/2023
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

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

'23 JUN 30 PM3:30

SUPREME COURT OF STATE OF NEW YORK
COUNTY OF ERIE

Lee Fang, Claimant,	)	**NOTICE OF CLAIM**
- Against -	) ss.:	
Town of Amherst Respondent.	)	

PLEASE TAKE NOTICE that the claimant herein hereby makes claim and demand against you as follow:

1. Claimant Lee Fang is a resident of the State of New York and resides at 344 Capen Boulevard, Amherst, New York 14226.

2. The nature of the claim is Damages Resulting From:

    a. Construction errors of pavement and curbs of town road as the results of Amherst Highway Department's Capen Boulevard Repaving Project; and

    b. Amherst Highway Department's erroneous and self-conflicting "Curb Cut and Driveway Apron Specification."

3. On or about August 17, 2020, the construction errors of the said repaving project causes damages to the driveway apron in front of 344 Capen Boulevard, Amherst, New York 14226. The said damages are:

    a. A 4.5-inch drop of the driveway entrance; and

    b. Ponding runoff water in front of the driveway apron after rains; and

    c. Excessive 9-inch high curbs on each side of the driveway apron.

4. The items of damages claimed are that:

    a. The Amherst Highway Department is to correct the said errors of pavement and curbs of town road and is responsible for the cost of doing so; and

    b. The Amherst Highway Department is to install a new driveway apron which affected by the said construction errors and is responsible the cost of removing the existing apron and then installing a new one. The said cost will be in excess of $1,500 according to the former Town Attorney Mr. Stanley J. Sliwa.

Attachment: DOC070523-07052023085308 (COM-2023-85 : Notice of Claim: Lee Fang Vs. Town of Amherst)

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.

Dated this 30th day of June, 2023

Lee Fang, Pro Se

Claimant

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

VERIFICATION

I, Lee Fang, being duly sworn, depose and say:

I 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 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.

Lee Fang
Claimant

Sworn to before me this
30th day of June, 2023

NOTARY PUBLIC

My commission expires: 2/1/2024

FELICIA GIOVINO
NOTARY PUBLIC STATE OF NEW YORK
ERIE
LIC. #01GI6336383
COMM. EXP. 02/01/2024

Attachment: DOC070523-07052023085308 (COM-2023-85 : Notice of Claim: Lee Fang Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 07/10/23 03:00 PM
Department: Town Clerk
DOC ID: 27729

COMMUNICATION 2023-86 **REFERRED**

Amended Notice of Petition & Verified Petition: in the Matter of the Application of Fruehauf and Chateau Homeowners for a Clean Environment, Inc. Et Al Vs. Town of Amherst Et Al.

7/10/2023
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

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

15.6.a

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

'23 JUN 28 AM11:22

IN THE MATTER OF THE APPLICATION OF FRUEHAUF AND CHATEAU HOMEOWNERS FOR A CLEAN ENVIRONMENT, INC.; SAMANTHA SMITH and MICHAEL KOZELSKY, Individually and as Co-Presidents of Fruehauf And Chateau Homeowners For A Clean Environment, Inc.; JESSICA BLACK; and DIANE GORDON,

Petitioners,

For a Judgment Pursuant to Article 78 of the New York Civil Practice Laws and Rules

-vs-

TOWN OF AMHERST, TOWN OF AMHERST PLANNING BOARD; and BENDERSON DEVELOPMENT.

Respondents.

Index No. 807532/2023

AMENDED NOTICE OF PETITION

TO THE ABOVE-NAMED RESPONDENTS:

PLEASE TAKE NOTICE, that upon the annexed Verified Petition of the Petitioners herein, the undersigned will make an application before the **Hon. Emilio Colaiacovo, J.S.C.**, at a Special Term of this Court to be held in and for the County of Eire, at the Erie County Hall, 92 Franklin Street, Third Floor in the City of Buffalo, Part 4, on the **20th** day of **July, 2023**, at **2:00** o'clock in the afternoon of that day, or as soon thereafter as counsel can be heard, for a review under Article 78 of the Civil Practice Laws and Rules, Petitioners claim that the Town of Amherst and Town of Amherst Planning Board violated various state

1

Attachment: DOC070523-07052023102016 (COM-2023-86 : Petition: Fruehauf & Chateau Vs TOA)

15.6.a

laws in approving the redevelopment facility, including the New York State Environmental Quality Review Act, Environmental Conservation Law § 8-0101 et. seq. and the regulations promulgated and pursuant to thereto, Section 239-M of the General Municipal Law, the Historic Preservation Ordinance of the Town of Amherst, and § of the New York State Parks, Recreation and Historic Preservation Law of the State of New York. For these reasons, Petitioners respectfully request that the determinations made by the Town of Amherst Planning Board be voided, and an injunction entered until such time as all laws of the State of New York and ordinances of the Town of Amherst are fully complied with and for such other and further relief as this Court may deem just and proper.

DATED: Buffalo, New York
June 26, 2023

LIPPES & LIPPES

By: _____

RICHARD J. LIPPES, ESQ., Of Counsel
1109 Delaware Avenue
Buffalo, New York 14209
Telephone: (716) 884-4800
Email: rlippes@lippeslaw.com
Attorneys for Petitioners

Attachment: DOC070523-07052023102016 (COM-2023-86 : Petition: Fruehauf & Chateau Vs TOA)

15.6.a

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

IN THE MATTER OF THE APPLICATION OF FRUEHAUF AND CHATEAU HOMEOWNERS FOR A CLEAN ENVIRONMENT, INC.; SAMANTHA SMITH and MICHAEL KOZELSKY, Individually and as Co-Presidents of Fruehauf And Chateau Homeowners For A Clean Environment, Inc.; JESSICA BLACK; and DIANE GORDON,

Petitioners,

For a Judgment Pursuant to Article 78 of the New York Civil Practice Laws and Rules

-vs-

TOWN OF AMHERST, TOWN OF AMHERST PLANNING BOARD; and BENDERSON DEVELOPMENT.

Respondents.

Index No. _____

VERIFIED PETITION

Petitioners, by their attorneys, LIPPES & LIPPES, Richard J. Lippes, of counsel, respectfully alleges as follows:

I. INTRODUCTION

1. This proceeding challenges the approval by the Amherst Planning Board of a proposed site redevelopment at 4548-4564 Main Street and a garage and driveway at 22 Chateau Terrace in the Town of Amherst, County of Erie, State of New York. Petitioners claim that the Town of Amherst and Amherst Planning Board violated various state laws in approving the redevelopment facility,

Attachment: DOC070523-07052023102016 (COM-2023-86 : Petition: Fruehauf & Chateau Vs TOA)

including the New York State Environmental Quality Review Act, Environmental Conservation Law § 8-0101 et. seq. [hereinafter cited as "SEQRA"] and the regulations promulgated thereto, and Section 239-M of the General Municipal Law, For these reasons, this Petition requests that the determinations made by the Town of Amherst Planning Board be voided, and an injunction entered until such time as all laws of the State of New York and ordinances of the Town of Amherst are fully complied with.

II. PARTIES

2. Petitioners Fruehauf And Chateau Homeowners For A Clean Environment, Inc., [hereinafter cited as the "Corporation"] is a not-for-profit corporation, incorporated under the laws of the State of New York on March 20, 2023. It is located at 60 Fruehauf Avenue, Town of Amherst, County of Erie, and State of New York. The corporation was formed to assure a clean and healthful environment of the Fruehauf Avenue and Chateau Terrace neighborhoods, as well as assuring that the historic nature of these neighborhoods continue undisturbed, and to assure that no developments occur that would be inconsistent with the nature of the residential neighborhoods.

3. Petitioners Samantha Smith and Michael Kozelsky reside at , Town of Amherst, County of Erie, State of New York, and are

Attachment: DOC070523-07052023102016 (COM-2023-86 : Petition: Fruehauf & Chateau Vs TOA)

co-Presidents of the Corporation. They live very close to the proposed redevelopment project.

4. Petitioner Jessica Black resides at , Town of Amherst, County of Erie, State of New York, very close to the site of the proposed redevelopment project, and is a member of the Corporation.

5. Petitioner Diane Gordon resides at , Town of Amherst, County of Erie, State of New York, and is a member of the corporation. She resides very close to the proposed redevelopment project.

6. Each of the individual Petitioners wish to assure that their neighborhood maintains its historic qualities, and they are concerned about increased traffic, increased noise, and the safety of the neighborhood residents. They also wish to assure that any new redevelopment be compatible with their residential neighborhood, and the historic quality of 22 Chateau Terrace and 4548-4564 Main Street be maintained undisturbed.

7. Respondent Town of Amherst and its Planning Board, located at 5583 Main Street, Town of Amherst, Village of Williamsville, County of Erie and State of New York, is the agency responsible for approving the redevelopment project, and as such, is also responsible with compliance with both the procedures and substance of New York State laws previously indicated.

Attachment: DOC070523-07052023102016 (COM-2023-86 : Petition: Fruehauf & Chateau Vs TOA)

15.6.a

8. Respondent Benderson Development, located at 570 Delaware Avenue, in the City of Buffalo, County of Erie and State of New York, and is the owner of the property that is proposed to be redeveloped and also the developer of the proposed redevelopment project. As such, they are made a Respondent in the instant proceeding in order to effectuate the relief requested in this Petition.

III. FACTS

9. Respondent Benderson Development plans to demolish the garage and driveway of 22 Chateau Terrace, and all of the buildings at 4548-4564 Main Street, all in the Town of Amherst. They propose to replace these demolished properties by developing 44 units of 1 and 2 bedroom apartment units and 2 restaurants, one being 3,068 square feet, and the other 3,137 square feet along with parking lots for both restaurants and residents of the new apartments. The newly constructed project will be a 2 ½ story mixed used building, and requires various design "exceptions" in accordance with § 203-5A-7-19 of the Amherst Town Code for the length of the building abutting Chateau Terrace and Fruehauf Avenue.

10. Applications for landmark status have been presented to the Historic Preservation Committee for 4548-4564 Main Street (hereinafter cited as the former "Squire Shop") and for the residential home, garage and driveway at 22 Chateau Terrace, respectively.

Attachment: DOC070523-07052023102016 (COM-2023-86 : Petition: Fruehauf & Chateau Vs TOA)

11. The New York State Historic Preservation Office has determined that both of these properties are eligible for listing on the State and National Registers of Historic Places. (See eligibility designation, attached hereto as Exhibit "A")

12. However, the Historic Preservation Committee has not yet determined whether to landmark these properties.

13. On May 18, 2023, the Planning Board approved the Benderson Development site plan and design exceptions, even though the Historic Preservation Committee had not yet determined whether or not to designate these buildings as landmarks.

14. On September 30, 2022, the Town of Amherst referred the proposed project to the Erie County Planning Department pursuant to § 239-m of the General Municipal Law.

15. However, significant changes to the project were made after the reference to the Erie County Planning Department. These changes and later documents were never submitted the Erie County Planning Department, and therefore, a full record upon which the Planning Board determined that there will be no significant adverse environmental consequences caused by the project and therefore, an Environmental Impact Statement did not need to be drafted, was never sent to the Erie County Planning Department.

Attachment: DOC070523-07052023102016 (COM-2023-86 : Petition: Fruehauf & Chateau Vs TOA)

16. On May 18, 2023 the Planning Board determined to issue a Negative Declaration and approved the project.

17. The actual Negative Declaration was not issued until May 25, 2023 and the the reasoned elaboration for issuing a Negative Declaration was not filed until the same date.

IV. VIOLATION OF THE NEW YORK STATE QUALITY REVIEW ACT ("SEQRA")

18. The responsibilities of an agency pursuant to SEQRA are specified in the regulations promulgated pursuant to SEQRA, and are contained at 6 N.Y.C.R.R. § 617.

19. According to the regulations promulgated pursuant to SEQRA:

> The basic purpose of SEQR is to incorporate the consideration of environmental factors into the existing planning, review and decision-making processes of state, regional and local government agencies at the earliest possible time. To accomplish this goal, SEQR requires that all agencies determine whether the actions they directly undertake, fund or approve may have a significant impact on the environment and, if it is determined that the action may have a significant adverse impact, prepare or request an environmental impact statement.

6 NYCRR §617.1(c).

20. Further, the regulations indicate that:

> In adopting SEQR, it was the legislature's intention that all agencies conduct their affairs with an awareness that they are stewards of the air, water, land and living resources, and that they have an obligation to protect the

Attachment: DOC070523-07052023102016 (COM-2023-86 : Petition: Fruehauf & Chateau Vs TOA)

15.6.a

> environment for the use and enjoyment of this and all future generations.

6 NYCRR § 617.1(b)

21. The regulations contained at 6 NYCRR § 617.7 indicate that an EIS must be prepared if the proposed action "may include the potential for at least one significant adverse environmental impact." 6 NYCRR § 617.7(a)(1) [emphasis added].

22. Conversely, to determine that an EIS will not be required for an action, "the lead agency must determine either that there will be no adverse environmental impacts or that the identified adverse environmental impacts will not be significant." 6 NYCRR § 61.7.7(a)(2).

23. In determining whether there may be significant adverse environmental impacts, the regulations at 6 NYCRR § 617.7 list the following factors, among others, which if they exist, would require the preparation of an Environmental Impact Statement [hereinafter cited as "EIS"]:

> (i) a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels;...;
>
> ...
>
> (v) The impairment of the character or quality of important historical, archeological, architectural, or aesthetic

Packet Pg. 315

Attachment: DOC070523-07052023102016 (COM-2023-86 : Petition: Fruehauf & Chateau Vs TOA)

> resources or of existing community or neighborhood character;
>
> ...
>
> (viii) 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;
>
> ...
>
> (xi) Changes in two or more elements of the environment, no one of which have a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment;"

6 NYCRR § 617.7(c)(1).

24. An Environmental Impact Statement provides the lead agency with all of the appropriate information concerning the effects of the project. Moreover, in considering whether to prepare an Environmental Impact Statement, the lead agency must consider not only issues involved with the specific action that the lead agency is being asked to take, but all potential significantly adverse consequences of the project including those issues or permits that may be issued by other agencies. Just as surely, the EIS provides the public with this information, allowing them to knowledgeably provide input and comment on the environmental review process.

25. The lead agency is required to apply a "hard look standard" in fulfilling its SEQRA responsibilities, which requires an agency to:

(1) Identify all areas of environmental concern; and

(2) Take a hard look at the environmental issues identified; and

Attachment: DOC070523-07052023102016 (COM-2023-86 : Petition: Fruehauf & Chateau Vs TOA)

(3) Provide a written reasoned elaboration for the decisions that are made, including whether or not to do an environmental impact statement.

26. As previously indicated, the current proposal which includes the demolition of part of 22 Chateau Terrace and the demolition of the Squire Shop buildings, even though these properties have been determined to be eligible for listing on the National and New York State Register of Historic Places.

27. As such, the proposed action is a Type I action under the SEQRA regulations.

28. Moreover, due to the fact that the developer intends to demolish parts of one structure and all of the squire shop historic structures, and due to the significant adverse consequence of demolishing historic properties that are eligible for listing on the New York State and Federal Register of the Historic Places, due to § 617.7(v), which requires the drafting of an Environmental Impact Statement if a project constitutes "the impairment of the character or quality of important historical, archeological, architectural, or aesthetic resources or of existing community or neighborhood character."

29. Since the issuance of a Negative Declaration indicating that there will be no significant adverse environmental consequences from the project, and therefore, an Environmental Impact Statement does not have to be drafted, is contrary to the SEQR regulations and in violations of SEQR. Therefore, the

Attachment: DOC070523-07052023102016 (COM-2023-86 : Petition: Fruehauf & Chateau Vs TOA)

approval of this project must be voided and an injunction entered until such time as SEQR has been fully complied with.

30. On a technical note, the regulations at § 617.3(c) indicates that a lead agency may not approve a Type I or Unlisted action until either a Negative Declaration has been issued or a draft EIS has been accepted as satisfactory.

31. In the instant case, approval of the proposed redevelopment took place on May 18, 2023. However, the Negative Declaration was not signed and submitted until May 23, 2023. Therefore, the approval of the proposed project was premature, and violates the technical procedures of SEQRA. The approval of this project also violated the "hard look" requirements of SEQRA.

32. Concerning the historic nature of the properties that are to be demolished, the Planning Board ignored the admonition of the New York State Historic Preservation Office indicating that the proposal to demolish properties that are eligible for listing on the New York State and Federal Register of Historic Places, and the reasons why these properties meet the requirements for such listing.

33. Moreover, as previously indicated, the Historic Preservation Committee of the Town of Amherst has not yet determined whether or not to landmark these buildings. Without waiting for the decision of the Historic Preservation Committee, and the reasons that they will provide for either landmarking the buildings at issue, or declining to landmark the buildings, the

Attachment: DOC070523-07052023102016 (COM-2023-86 : Petition: Fruehauf & Chateau Vs TOA)

Planning Board could not have taken a hard look at this issue without waiting for this decision and the information provided in support of the decision.

34. Indeed, both the developer and the Planning Board made as a condition of the approval, that no demolition can take place until a decision is rendered by the Historic Preservation Committee.

35. In addition, as previously indicated, the hard look requirements include that the Planning Board provide a reasoned elaboration for its decision not to do an Environmental Impact Statement.

36. While a purported reasonable elaboration was approved on May 26, 2023, such reasonable elaboration did not fulfill the requirements and is largely conclusory, indicating only that the various departments of the Town have reviewed and approved the project concerning their specific area of expertise, without providing the reasons for that determination.(See as exhibit "B" the reasoned elaboration)

37. The reasoned elaboration assures the public and other involved agencies that the lead agency has taken a hard look at any environmental consequences that may adversely affect the environment, and provide the reasons behind the choices made by the lead agency.

38. Therefore, a full reasoned elaboration provides the support for the decision not to do an Environmental Impact Statement. With only conclusory

Attachment: DOC070523-07052023102016 (COM-2023-86 : Petition: Fruehauf & Chateau Vs TOA)

information provided, there is no way that the public can understand the basis of the decisions made.

39. Moreover, concerning the issue of traffic, the Planning Board determined that there would be no significant adverse environmental effects due to increased traffic caused by the development project.

40. The Planning Board relied on the report of SRF Associates, a consultant who did a traffic study, as well as the Town agencies responsible for this issue.

41. However, the report of SRF Associates was based upon traffic data that was taken on July 22, 2021, during the height of the pandemic. As such, the traffic data could not be relied upon to support actual traffic information and data during normal non-pandemic drive times.

42. The Planning Board should have recognized that the date when the traffic information was obtained for the consultant's report was during the pandemic, and therefore, the Planning Board failed to take a hard look at the actual traffic that will be generated if the project is approved.

43. For all of the foregoing reasons, both the procedures and substance of SEQRA has been violated, and therefore the approval of this project by the Planning Board must be voided and an injunction entered until SEQRA has been fully complied with.

Attachment: DOC070523-07052023102016 (COM-2023-86 : Petition: Fruehauf & Chateau Vs TOA)

15.6.a

V. VIOLATION OF SECTION 239-M OF THE GENERAL MUNICIPAL LAW

44. The Planning Board was required to make a referral to the Erie County Planning Department for their recommendation as to whether or not approval should be given to the project. In the instant proceeding, such a reference was made.

45. However, § 239-M of the General Municipal Law, indicates what documents must be provided to the County Planning Department for them to do an appropriate review.

46. When a referral is made to the Erie County Planning Department, it must include a "full statement of such proposed action". At § 239-M(1)(c) the statute indicates:

> (c) The term "full statement of such proposed action" shall mean all materials required by and submitted to the referring body as an application on a proposed action, including a completed environmental assessment form and all other materials required by such referring body in order to make its determination of significance pursuant to the state environmental quality review act under article eight of the environmental conservation law and its implementing regulations...."

47. However, after the reference was made to the County Planning Department, numerous other documents were submitted to the Amherst Planning Board, and significant changes were made to the site plan of the project.

Attachment: DOC070523-07052023102016 (COM-2023-86 : Petition: Fruehauf & Chateau Vs TOA)

48. These documents were part of the "full record" upon which the Planning Board decided an Environmental Impact Statement was unnecessary.

49. When significant changes are made to a project after a referral was made to the Erie County Planning Department, § 239-m and the case law indicate that an additional reference must be made, that includes the full record that was before the Planning Board when it made its decision to approve the project.

FOR A FIRST CAUSE OF ACTION:
VIOLATION OF SEQRA

50. The allegations contained in paragraph "1" through "50" inclusive are hereby realleged as more fully set forth herein.

51. Since the Town of Amherst Planning Board did not identify all essential significant negative environmental consequences, or take a hard look at them, and further did not provide an appropriate reasonable elaboration of the Negative Declaration that they issued, the Town of Amherst Planning Board has violated the requirements of SEQRA.

52. Since the procedural and substantive requirements of SEQRA have been violated, it is respectfully submitted that this Court must void the approval and issue an injunction.

FOR A SECOND CAUSE OF ACTION:
VIOLATION OF § 239-M OF THE GENERAL MUNICIPAL LAW

Attachment: DOC070523-07052023102016 (COM-2023-86 : Petition: Fruehauf & Chateau Vs TOA)

15.6.a

53. The allegations contained in paragraph "1" through "54" inclusive are hereby realleged as more fully set forth herein.

54. The Town of Amherst Planning Board was required to make a referral to the Erie County Planning Commission along with a full statement of the project.

55. While the Planning Board made a referral to the Erie County Planning Commission, it did not include a full statement of the record that was before the Planning Board, and therefore, violated § 239-M of the General Municipal Law.

56. Since compliance with § 239-M of the General Municipal Law is a jurisdictional requirement, the approval of the demolition must be voided and an injunction entered.

VI. CONCLUSION

For all the reasons indicated in this Petition, it is respectfully submitted, that the approval of this project by the Planning Board be voided, and an injunction entered until such time as all of the laws of the State of New York and Town of Amherst have been fully complied with.

DATED: Buffalo, New York
June 16, 2023

Yours etc.,

Attachment: DOC070523-07052023102016 (COM-2023-86 : Petition: Fruehauf & Chateau Vs TOA)

15.6.a

By: _____

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Attachment: DOC070523-07052023102016 (COM-2023-86 : Petition: Fruehauf & Chateau Vs TOA)