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, October 2, 2023 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

II. INVOCATION

Deputy Supervisor Bucki

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on October 2, 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	
Dan Howard	Town of Amherst	Planning Director	Present	
Lynda Juul	Town of Amherst	Director of Finance	Present	
Patrick G. Lucey	Town of Amherst	Highway Superintendent	Present	

V. MINUTES APPROVAL

1. Monday, September 18, 2023

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2023-802

Adoption of Resolution to Amend the Bicentennial Comprehensive Plan 1635 & 1639-1641 North French Road (BCPA-2023-01)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Chapter 104 of Amherst Town Code, as amended, that the requirements of SEQR are complete, and be it further

RESOLVED, that pursuant to NYS Town Law Sec. 272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of August 17, 2023 that the proposed change in land use designation from Single Family Residential to Commercial/Mixed Use at 1635 & 1639-1641 North French Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with NYS Town Law Sec. 272-a, the Town Board amends Bicentennial Comprehensive Plan for 5.1 acres of land from Single Family Residential to Commercial/Mixed Use for property located at 1635 & 1639-1641 North French Road.

10/2/2023
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The public hearing was opened at 7:02 PM.

Ari Goldberg, Esq. presented.

Dennis Miranda, 33 Landings Dr. - questions about the proposed project

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the October 16th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:21 PM.

10/16/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 10/16/2023 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala	

2. Resolution 2023-775

Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road

Request for a special use permit for a Tier III Solar Energy System at 800 & 850 New Road.

9/18/2023
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The public hearing was opened at 7:10 PM.

Marc Kenward of Erdman Anthony & Leigh McEntire of Sol Source Power LLC, presented.

The following speakers opposed the project:
Sally Blazynski, 905 New Rd
Heidi Wagonblott, 885 New Rd
Christopher Wyles, 861 New Rd

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The public hearing was adjourned at 7:50 PM.

10/2/2023
A motion to adjourn was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

VIII. DEVELOPMENT REVIEW ACTIONS

1. Resolution 2023-803

SEQR Determination 772 North Forest Road, 385 Maple Road & 391 Maple Road

WHEREAS, this Town Board owns 772 North Forest Road, 385 Maple Road and 391 Maple Road, commonly known as the Westwood Country Club Golf Course Property, and

WHEREAS, pursuant to 6NYCRR Part 617 of the State Environmental Quality Review Act (SEQRA) and Town Code Chapter 104, as amended, the Town Board was deemed the Lead Agency for proposed development of the Property;

WHEREAS, a final generic environmental impact statement (FGEIS) and SEQRA Findings were prepared by the Town of Amherst for a proposed mixed-use development of the Property, and

WHEREAS, the Town of Amherst has prepared a proposed development plan for conversion of the Property to a public community park and desires to start construction on

the southerly portion of the proposed park, which will be developed for active recreation including relocating a historical museum and constructing venues for cultural entertainment opportunities, and

WHEREAS, the implementation of the proposed development plan requires this Town Board to approve a planned unit development (PUD) for the Property as it is in excess of 30 acres pursuant to section 5-9-2B of the Town Zoning Ordinance, and

WHEREAS, the Town of Amherst must supplement the FGEIS and SEQRA Findings for the new proposed development plan, NOW, THEREFORE, BE IT

RESOLVED, that this Town Board will continue as the SEQR Lead Agency, and as such, must further evaluate potential impacts to the environment as part of its review and approval of the park master plan and planned unit development, and be it further

RESOLVED, that the Town issues the attached positive SEQR declaration and will be preparing a supplemental Generic Environmental Impact Statement (GEIS)which will evaluate those areas of concern listed in the attached positive declaration.

10/2/2023
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

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 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 7:24 PM.

The following speaker addressed the Town Board:
Tom Frank, 5403 Main St. - Resolution 2023-835 and Amherst Central Park

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 7:29 PM.

XI. CONSENT AGENDA

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

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

1. Resolution 2023-804

Elected Officials' Salaries for 2024

BE IT RESOLVED, that Elected Officials' salaries be set for the year 2024 as follows:

	2023 Salary	2024 Proposed
Supervisor	$105,000	$105,000
*Deputy Supervisor	$4,000	$4,000
Councilmembers	$35,000	$35,000
Town Clerk	$82,000	$82,000
** Records Management Officer Stipend	$15,000	$15,000
Highway Superintendent	$100,000	$100,000
Town Justices	$102,000	$102,000
***~~Drug~~ Substance Abuse Court Stipend	$25,000	$25,000

BE IT FURTHER RESOLVED, that these salaries be part of the preliminary budget and part of the notice of hearing of the preliminary budget.

*Stipend for Deputy Supervisor
**Stipend for Town Clerk
***Stipend for each Town Justice

10/2/2023
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Berger. A motion to amend was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

2. Resolution 2023-805

Scheduling of Public Hearing on Proposed Local Law - 2024 Budget Exceeding Tax Cap Levy

WHEREAS, the Town Board of the Town of Amherst, New York desires to consider adopting legislation to override the limit on the amount of real property taxes that may be levied by the Town of Amherst pursuant to General Municipal Law §3-c, and to allow the Town of Amherst to adopt a town budget for fiscal year 2024 that includes a real property tax levy in excess of the tax levy limit;

NOW, THEREFORE BE IT RESOLVED, by the Town Board of the Town of Amherst, New York that a proposed Local Law, Local Law No. _____-2023, "A Local Law To Override The Tax Levy Limit Established In General Municipal Law §3-c," in its final form attached hereto, be and the same hereby is introduced for adoption and scheduled for a Public Hearing on October 16th, 2023; and

BE IT FURTHER RESOLVED, that said proposed Local Law be placed upon the desks of the members of this Town Board on this date and remain there and a copy thereof be kept on file in the Office of the Town Clerk until October 16th, 2023 and that a Public Hearing be scheduled to be held before this Town Board on the 16th day of October 2023 at 7:00 p.m. at Amherst Town Hall, 5583 Main Street, Williamsville, New York, on the advisability of adopting and enacting said proposed Local Law; and

BE IT FURTHER RESOLVED, that the Town Clerk shall cause notice of said Public Hearing to be published once in The Amherst Bee at least five (5) days prior to the date of said Public Hearing, which notice shall contain the time and place of said hearing, the title and purpose thereof, as well as a statement that a copy of said proposed Local Law is on file in the Town Clerk's Office.

10/2/2023
Consent

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

B. DEPUTY SUPERVISOR BUCKI:

1. Resolution 2023-806

Appointment to Senior Services Advisory Board

WHEREAS the purpose of the Amherst Senior Center Advisory Board is to support the Mission of the Town of Amherst Department of Senior Services; to advocate for services to support older adults and caregivers and appropriate funding for current and future programming; to foster communication between the Town and the community regarding issues, trends, and public policy affecting older adults; to support and sponsor appropriate program development; and to advise and consult with the Amherst Town Board regarding issues related to senior citizens; and

WHEREAS, the Amherst Senior Center Advisory Board meets five (5) times a year; and

WHEREAS, the Amherst Senior Center Advisory Board shall consist of twelve (12) appointed members; each appointed by a majority of the Amherst Town Board, who shall serve a term of two (2) years and may be appointed for two (2) additional two (2) year terms; and

WHEREAS, the Amherst Senior Center Advisory Board currently has a Board of five (5) members, who shall continue to serve until their term of appointment expires, as follows:

James W. Bardot, Chair, term expires 12/31/2024
Aaron Carlson, member, term expires 12/31/2024
Rev. Susan Frawley, member, term expires 12/31/2024
Rhonda Frederick, member, term expires 12/31/2023
Dr. Julie Whitbeck-Lewinski, term expires 12/31/2024; and

WHEREAS, James W. Bardot has been selected by the Director of Senior Services to serve as Senior Center Advisory Board Chairperson for a term to expire 12/31/2024; and

WHEREAS, in addition to appointed members, the following individuals shall serve in ex-officio capacity:

Deputy Supervisor Deborah Bruch Bucki, PhD, RN, Liaison to Senior Services
Melissa Abel, Executive Director, Town of Amherst Senior Services
Mary-Diana Pouli, Executive Director, Town of Amherst Youth & Recreation
Michael Camilleri, Town of Amherst Assistant Chief of Police
Dal Giuliani, Executive Director, Amherst Generations Foundation
Ms. Del Szczesniak, President, Senior Center Representatives Council
Ann Nichols, Clerk to Town Justice, representative from Amherst Town Court; and

WHEREAS, Gary Henry has expressed interest in serving on the Senior Services Advisory Board.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Gary Henry to serve on the Senior Center Advisory Board for the term to expire December 31, 2025.

10/2/2023
Consent

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

2. Resolution 2023-807

Board of Assessment Review Re-Appointment

WHEREAS, under New York State Statute the Town maintains a Board of Assessment Review (BAR) that consists of 5 permanent members who are each appointed for a five-year term that runs from October 1 through September 30; and

WHEREAS, William Heussler has expressed interest in serving as a permanent member of the board; and

WHEREAS, William has been a temporary member for 5 years and his knowledge and insights in the local market are invaluable.

NOW THEREFORE BE IT RESOLVED that upon the recommendation of the Town Assessor, the Town Board kindly adopts this resolution approving appointment of William Heussler to the Board of Assessment Review for a five-year term from October 1, 2023 - September 30, 2028, effective immediately.

10/2/2023
Consent

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

C. COUNCILMEMBER BERGER:

D. COUNCILMEMBER LAVIN:

E. COUNCILMEMBER SZUKALA:

1. Resolution 2023-808

Glen Park Joint Board Appointment

WHEREAS, the Glen Park Joint Board (GPJB) oversees the maintenance and improvement of Glen Park, dedicated to fostering a clean, safe, and enjoyable environment through water quality, landscaping and nature education initiatives that enhance and improve the quality of life in both the Village of Williamsville, and the Town of Amherst, while protecting the historic character of the park, its natural beauty and its sense of community; and

WHEREAS, the GPJB generally meets first Tuesday of the month; and

WHEREAS, the GPJB shall consist of nine (9) members, five (5) appointed by the Williamsville Village Board and four (4) by the Amherst Town Board, each member serving three (3) year terms to conclude on June 30 of the designated year; and

WHEREAS, the GPJB currently has a Board of nine members, who shall continue to serve until their term of appointment expires, as follows:

Amy Jackson, Chairperson, term expires 06/30/2025
Peter Warn, Vice Chairperson, term expires 06/30/2025
Sharon Coady Daniels, Member, term expires 06/30/2025
P.J. Glauber, Member, term expires 06/30/2025
Annette Herman, Secretary, term expires 06/30/2026
Frank Jaworski, Member, term expires 06/30/2025
Paul Krieter, Budget Monitor, term expires 06/30/2024
Robert (Bob) Krieter, non-voting Honorary Appointee
Douglas Richardson, Member, term expires 06/30/2025
Eileen Torre, Resource Person, Village Liaison
Michael Szukala, Resource Person, Town Liaison; and

WHEREAS, members may be re-appointed, but in the event of a vacancy, the appointing board shall fill the remaining duration of the term; and

WHEREAS, the Members of the Board shall, by majority vote, elect a Chairperson from among the members and such officers as may be deemed necessary from time to time; and

WHEREAS, Christina Bleckinger has expressed an interest in serving.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Christina Bleckinger to serve her first full term to expire June 30, 2026.

10/2/2023
Consent

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

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2023-809

Termination of Drainage Easements (6842-6846 Main Street)

AGENDA ITEM : OCTOBER 2ND, 2023

TO: **Town Board**

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

DATE: **September 26, 2023**

RE: **Termination of Drainage Easements**
6842-6846 Main Street [SBL No. 70.17-3-9.21]

Kindly adopt the following resolution with respect to the above matter:

WHEREAS, 6842 Main Street, LLC, the owner of property located at 6842-6846 Main Street ("Subject Parcel"), has requested that the Town Board adopt a resolution terminating the attached two Easements recorded on June 18, 1990 at Liber 10184 of Deeds at Page 520 and recorded on August 17, 1966 at Liber 7267 of Deeds at Page 631 for storm drainage facilities conveyed to the Town of Amherst by previous owners of the Subject Parcel since there are not any drainage lines or related drainage improvements located in the easement area of either Easement and the requested termination of the Easements has been reviewed and deemed acceptable by the Highway Department.

THEREFORE BE IT RESOLVED, the Town Board hereby approves the termination of the Easements recorded on June 18, 1990 at Liber 10184 of Deeds at Page 520 and recorded on August 17, 1966 at Liber 7267 of Deeds at Page 631 for storm drainage

facilities subject to review and approval of the Termination of Easement document by the Town Attorney's Office and hereby authorizes the Supervisor to execute the Termination of Easement document once reviewed and approved by the Town Attorney's Office.

MAP:nmb:hs
Attachments
c: Tim Koller, Deputy Town Clerk
(*w/attachments,* **Agenda Item - October 2, 2023**)
Craig Schreck, General Crew Chief, Town of Amherst Highway Department
(*w/attachments*)
Sean W. Hopkins, Esq. (*w/o attachments, via E-Mail)*

10/2/2023
Consent

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

2. Resolution 2023-810

Attorney Engagement and Contingency Fee Agreement (CRS #4331)

AGENDA ITEM : OCTOBER 2ND, 2023

TO: **Town Board**

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

DATE: **September 26, 2023**

RE: **Claim(s) Against Hyundai Motor America and Kia America, Inc.**
Attorney Engagement & Contingency Fee Agreement (CRS #4331)

Kindly adopt the following resolution with respect to the above matter:

WHEREAS, there have been thefts of numerous vehicles with obsolete ignition technology manufactured by Hyundai Motor America and Kia America, Inc. in the Town of Amherst;

WHEREAS, the Town of Amherst wishes to join the Multi-District Litigation ("MDL") In re: KIA Hyundai Vehicle Theft Marketing, Sales Practices, and Products Liability Litigation, MDL 3052, in the Central District of California;

WHEREAS, the Town of Amherst wishes to be represented by Keller Rohrback, L.L.P. in the MDL, the details of such representation being formalized in the attached Attorney Engagement & Contingency Fee Agreement (CRS #4331);

NOW, THEREFORE BE IT RESOLVED, the Town Board hereby authorizes the Town of Amherst to join in the MDL and to enter into the agreement for representation; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Town Supervisor to execute the attached agreement pending successful completion of the Contract Routing System (CRS).

MAP:nmb
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment,* **Agenda Item : October 2, 2023**)

10/2/2023
Consent

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

B. TOWN CLERK:

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

E. CENTRAL ALARM:

1. Resolution 2023-811

2024 Software Maintenance Agreement for Fire and Police Recording Equipment CRS #4308

Request the Supervisor sign the sole source agreement with Wilmac for maintenance and support of recording equipment for Fire and Police Dispatch.

10/2/2023
Consent

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

2. Resolution 2023-812

Getzville Fire Authority to Provide Public EMS

Request Supervisor Kulpa Sign a "Statement of Authority" for the Getzville Fire Co. to Provide Public EMS.

10/2/2023
Consent

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

F. COMPTROLLER:

1. Resolution 2023-813

Budget Transfer and Amendments

For October 2, 2023 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 9/27/2023
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:***
A1620.4110 Facilities- Contractual $1,165.48	A1620.2130 Computer Equip $1,165.48

Requested per department.

BUDGET AMENDMENTS - 2023

INCREASE:	***INCREASE:***
KP2216.02770 Knox Box- Other Unclassified $5,816.00	KP2216.1000 Personal Services $5,402.66 KP2216.8030 FICA $413.34

To increase the budget for revenue received and expenditures for the Knox Box Project.

N2223.02785 CDBG & Vg. - PI $12,040.00	N2223.4000 Contractual $12,040.00
N2225.02785 CDBG Admin. $3,010.00	N2225.1000 Personal Services $2,796.10 N2225.8030 FICA $213.90

To recognize Community Development program income from 508 Lakewood Pkwy, Amherst.

N2241.02785 Amherst Homebuyer- PI $264.31 N2241.4000 Contractual $264.31
To recognize Community Development program income from 345 Grover Cleveland, Amherst.

N2344.02785 Cheek HOME- PI $2,425.82 N2344.4000 Contractual $2,425.82
N2349.02785 Cheek Admin- PI $269.53 N2349.4003 10% Admin $269.53
To recognize Community Development program income from 2376 Harlem, Cheektowaga.

10/2/2023
Consent

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

2. Resolution 2023-814

2024 Budget Amendment for Special Districts

The attached file has proposed budget amendments for the 2024 Special Districts Budgets. This is a net decrease in property taxes of $265,345.00.

10/2/2023
Consent

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 2023-815

Amended Award Bid #2023032 Amherst Police and Central Alarm Sprinkler System Improvements - CRS #4306

WHEREAS, the Contract Compliance and Administration Department awarded Bid #2023032 for Amherst Police & Central Alarm Sprinkler System Improvements on August 21, 2023 (RES-2023-725) to Davis Ulmer; and

WHEREAS, Davis Ulmer has withdrawn their bid;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to withdraw the award to Davis-Ulmer and award this bid to Parkside Fire and Security as per the attached bid tabulation; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Parkside Fire and Security.

10/2/2023
Consent

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

2. Resolution 2023-816

Amendment to Town Wide Elevator Maintenance & Repair Contract - CRS #4313

WHEREAS, the Water Pollution Control Facility #1 Freight Elevator currently has Class B service as part of the Town Wide Elevator Maintenance & Repair Contract (Original CRS #1478); and

WHEREAS, the Water Pollution Control Facility has requested a change in service from Class B to Class A due to the elevator modernization project being completed, as per the attached proposal;

NOW, THEREFORE, BE IT RESOLVED, The Town Board approves the amendment to the Town Wide Elevator Maintenance and Repair contract with Kone; and

BE IT FURTHER RESOLVED, the Supervisor is authorized to sign the contract amendment with Kone.

10/2/2023
Consent

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

3. Resolution 2023-817

Award RFP #202305 CDBG Lead Hazard, Mold, Asbestos & Radon Testing Services - CRS #4317

WHEREAS, the Contract Compliance and Administration Department received proposals on September 6, 2023 for RFP #202305 CDBG Lead Hazard, Mold, Asbestos & Radon Testing Services; and

WHEREAS, the RFP process resulted in responses from two (2) vendors, as per the attached scoring sheet;

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with AMD Environmental Consultants.

10/2/2023
Consent

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

H. COURT:

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

K. ENGINEERING SERVICES:

1. Resolution 2023-818

Change Order No. 1 & Final Quantity Adjustment – 716 Site Contracting, Inc. Red Oak Waterline Replacement TOA Project No. 2020.017 CRS No. 4329

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which decreases the overall contract by $80,530.85. This change will reduce the overall project costs to reflect actual quantities utilized during construction.

Please note that the above request is contingent pending successful completion of the contract review procedure.

As per the above, the project above shall reduce funding required from project account KP2024.4972.

10/2/2023
Consent

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

L. FINANCE:

M. HIGHWAY

1. Resolution 2023-819

Contract Extension - SITEONE LANDSCAPE SUPPLY - CRS #4322

WHEREAS, Bid #2022-022, Tree Treatment Products, the Highway Department allows for the contract to be extended for a period of one (1) year at the same terms and conditions and;

WHEREAS, the Highway Department is requesting approval for the extension of the contract under Resolution 2022-854, SITEONE LANDSCAPE SUPPLY;

NOW THEREFORE RESOLVED, the contract extension term will be dated from 9/5/2023 through 9/5/2024 and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the one year contract extension with Siteone Landscape Supply, 1385 East 36th Street, Cleveland, Ohio 44114 subject to the Contract Routing System, CRS #4322 and the approval of the Town Attorney.

10/2/2023
Consent

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

2. Resolution 2023-820

Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS #4333

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on the Erie County Contract with American Rock Salt Co, LLC for road salt materials and sand, BID # 230155-004 for the period of 9/1/23 to 8/31/24 for 10,000 tons at $45.01 per ton delivered.

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 #4333) and the approval of the Town Attorney.

10/2/2023
Consent

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

N. HUMAN RESOURCES:

1. Resolution 2023-821

Maternity Leave Without Pay/Economic Development

Please authorize a Maternity Leave Without Pay to Emily Melski, Coordinator of Federal & State Aid Programs, in Economic Development. Effective October 11, 2023 through November 3, 2023.

10/2/2023
Consent

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

2. Resolution 2023-822

Public Safety Dispatcher/Central Fire Alarm

Please appoint a Public Safety Dispatcher to Central Fire Alarm. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 3, 2023 at an hourly rate of 22.542 for Stephen Stoeckl.

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned.

10/2/2023
Consent

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

3. Resolution 2023-823

Program Coordinator-Senior Services/Sr. Services

Please appoint a Program Coordinator-Senior Services to the Senior Services Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 3, 2023 at an annual salary of $50,543, Grade 9, Step E for Cynthia Weiss.

Contingent upon completing all Erie County Civil Service Rules and Regulations.

This is a Permanent appointment for an employee currently serving Provisionally.

10/2/2023
Consent

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

4. Resolution 2023-824

Senior Fire Inspector/Building Department

Please appoint a Senior Fire Inspector to the Building Department. Permanent, from list, pending satisfactory completion of probationary term as set forth in the Civil Service Rule XIII. Effective October 3, 2023 at an annual salary of $77,141, Grade 17, Step G for John Pidgeon.

This is a Permanent appointment for an employee currently serving Provisionally.

10/2/2023
Consent

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

5. Resolution 2023-825

Eastern Vision Service Plan IPA, Inc. Dba - VSP Vision Care - CRS #4288

BE IT RESOLVED that the Town Board hereby authorizes the supervisor to sign the attached agreement with Eastern Vision Service Plan IPA, Inc. dba - VSP Vision Care for the provision of vision coverage services as detailed in the attached agreement.

BE IT FURTHER RESOLVED that approval of this resolution is subject to successful completion of the CRS routing process as we are waiting to receive an insurance document from the vendor.

10/2/2023
Consent

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

O. INFORMATION TECHNOLOGY:

1. Resolution 2023-826

Authorize Extension to Sourcewell Contract #081419-CDW - CRS #4314

WHEREAS, the Information Technology Department currently has a piggyback contract in place with CDW-Government under Sourcewell Contract Award #081419-CDW (original CRS/CMS #1832/2077), which expires on October 30, 2023; and

WHEREAS, this agreement has been extended by Sourcewell through October 30, 2024;

NOW, THEREFORE, BE IT RESOLVED, the Information Technology Department is requesting Town Board approval for a one-year extension of Sourcewell Contract Award #081419-CDW through October 30, 2024;

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with CDW-Government.

10/2/2023
Consent

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

2. Resolution 2023-827

Authorize Extension to Sourcewell Contract #081419-SHI - CRS #4315

WHEREAS, the Information Technology Department currently has a piggyback contract in place with SHI International Corp. under Sourcewell Contract Award #081419-SHI (original CRS/CMS #2787/2745), which expires on October 30, 2023; and

WHEREAS, this agreement has been extended by Sourcewell through October 30, 2024;

NOW, THEREFORE, BE IT RESOLVED, the Information Technology Department is requesting Town Board approval for a one-year extension of Sourcewell Contract Award #081419-SHI through October 30, 2024;

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with SHI International Corp.

10/2/2023
Consent

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

P. PLANNING:

1. Resolution 2023-828

To Authorize the Town Supervisor to Enter into a Contract for Fair Housing Counseling Services with Housing Opportunities Made Equal (HOME) CRS #4311

WHEREAS, as a recipient of Community Development Block Grant and HOME Investment Partnership funds the Town certifies that it will affirmatively further fair housing; and

WHEREAS, the Town has programmed Community Development Block Grant funds for fair housing counseling services; now, therefore be it

RESOLVED, that the Town Board authorizes the Supervisor, subject to the satisfactory completion of the contract routing process, to sign a contract with Housing Opportunities Made Equal for an amount not to exceed $8,000 for services to Town residents during the period April 1, 2023 through March 31, 2024.

10/2/2023
Consent

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

2. Resolution 2023-829

To Authorize the Supervisor to Execute an Agreement for the Provision of Weatherization Services CRS #4312

WHEREAS, the Town, as a recipient of Community Development Block Grant (CDBG) funds agrees to affirmatively promote affordable housing, and

WHEREAS, the Town has budgeted FY 2023 CDBG funds for the provision of weatherization services, and

WHEREAS, Supportive Services Corporation is the sole recipient of weatherization funds from U.S. Department of Energy for use in Erie County outside the City of Buffalo, and

WHEREAS, the Planning Department recommends that the Town renew its contract with Supportive Services Corporation based on that agency's excellent provision of services, and

WHEREAS, Supportive Services Corporation has submitted a satisfactory project budget and scope of services which provides for a maximum fee of $10,000.00, now therefore be it

RESOLVED, that the Town Board authorizes the Supervisor, subject to the completion of the routine contract routing process, to execute an agreement with Supportive Services Corporation for the provision of weatherization services for the period April 1, 2023 through March 31, 2024.

10/2/2023
Consent

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

3. Resolution 2023-830

To Authorize the Supervisor to Sign an Agreement with Belmont Housing Resources for WNY, Inc. for Housing Counseling Services CRS #4326

WHEREAS, the Town has budgeted Community Development Block Grant funds for housing counseling services; and

WHEREAS, Belmont Housing Resources for WNY, Inc. has proven to be an excellent provider of comprehensive housing counseling services; including pre-purchase workshops

and counseling, post-purchase workshops and counseling, mortgage default counseling, and rental assistance counseling; and

WHEREAS, Community Development staff recommends that the Town contract with Belmont Housing Resources for WNY, Inc. for the provision of said housing counseling services for the period of April 1, 2023 through March 31, 2024; now therefore, be it

RESOLVED, the Town Board of the Town of Amherst authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to enter into a contract with Belmont Housing Resources for WNY, Inc. attached hereto, and for an amount not to exceed $16,500.00 for the period of April 1, 2023 through March 31, 2024.

10/2/2023
Consent

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

4. Resolution 2023-831

To Authorize the Supervisor to Execute an Agreement with the Buffalo Urban League for the Provision of Predatory Lending Counseling Services CRS #4327

WHEREAS, the Town, as a recipient of Community Development Block Grant (CDBG) funds, agrees to affirmatively promote fair housing, and

WHEREAS, the Community Development program's required analysis of impediments to fair housing has identified predatory lending practices by sub-prime lenders as a major impediment to fair housing, and

WHEREAS, in the current economy, mortgage default and imminent threat of foreclosure has many low income residents in danger of losing their homes, and;

WHEREAS, the Town has budgeted FY 2023 CDBG funds for the provision of predatory lending and foreclosure prevention counseling and legal services, and

WHEREAS, the Buffalo Urban League has provided comprehensive predatory lending counseling and legal services in the Town in prior years, and

WHEREAS, the Community Development staff recommends that the Town renew its contract with the Buffalo Urban League based on the Buffalo Urban League's excellent provision of services, and

WHEREAS, the Buffalo Urban League has submitted a satisfactory project budget and scope of services which provides for a total fee of $6,000; now therefore, be it

RESOLVED, that the Town Board hereby authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to enter into an agreement with the Buffalo Urban League for the provision of predatory lending, housing counseling, and foreclosure prevention services for the period April 1, 2023 through March 31, 2024 at a contracted amount not to exceed $6,000.

10/2/2023
Consent

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

5. Resolution 2023-832

To Authorize the Supervisor to Sign an Agreement with the Family Justice Center (FJC) for Staffing CRS #4330

WHEREAS, the FJC provides services to Amherst residents facing domestic violence; and

WHEREAS, the Town has budgeted Community Development Block Grant funds (CDBG) for the FJC to staff personnel at the Amherst satellite office; and

WHEREAS, Community Development staff recommends that the Town contract with FJC for the period of April 1, 2023 through March 31, 2024; now therefore, be it

RESOLVED, the Town Board of the Town of Amherst authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to enter into a contract with the FJC attached hereto, and for an amount not to exceed $10,000.00 for the period of April 1, 2023 through March 31, 2024.

10/2/2023
Consent

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

Q. POLICE:

1. Resolution 2023-833

Travel & Training Request Security & Law Enforcement Seminar

TOWN BOARD AGENDA ITEM : OCTOBER 2, 2023

TO: **Town Board**

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

RE: **Travel & Training Request**
Security & Law Enforcement Seminar

Kindly adopt a Resolution authorizing one (1) Police Captain to attend the above entitled seminar. This seminar is being held in Tel Aviv, Israel from October 12, 2023 through October 20, 2023. The cost for this training and travel is being paid for by the organization hosting the seminar.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: October 2, 2023)**

10/2/2023
Consent

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

2. Resolution 2023-834

Amendment of Resolution #: 2023-695 Infoquest Computer Solutions, Inc. (CRS#4227) APD Personnel & Training Resource Database

TOWN BOARD AGENDA ITEM: OCTOBER 2, 2023

TO: **Town Board**

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

RE: **Amendment of Resolution #: 2023-695**

Infoquest Computer Solutions, Inc. (CRS#4227)
APD Personnel & Training Resource Database

Kindly adopt a resolution amending Resolution #2023-695 adopted by the Town Board on August 7, 2023 to change the funding source for the above entitled agreement. The funding for this project will be taken from the Asset Forfeiture account (T2917 .4002).

Thank you.

SPC:msl
C: Tim Koller, Deputy Town Clerk **(Agenda Item: October 2, 2023)**

10/2/2023
Consent

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 2023-835

TabWare Software Maintenance & Support Renewal AssetPoint, LLC CRS – #4044

The WPCF utilizes TabWare Software provided by AssetPoint LLC ("Aptean") to control and monitor all assets and equipment for the WPCF. To maintain on-line maintenance, technical support, and software updates, a licensing agreement with the software provider is required. This vendor is a sole source provider of this service for this software product. The WPCF is requesting Town Board approval for the attached one-year maintenance & support renewal with AssetPoint LLC ("APTEAN"). For the AssetPoint TabWare Software.

This contract shall be valid from May 06, 2023 through May 05, 2024. In addition, the WPCF requests a waiver of the insurance requirements because the vendor will provide this service remotely and will NOT enter Town property.

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

Funds for this request are available in G9916-4110.

Thank you for considering this request.

10/2/2023
Consent

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

T. YOUTH AND RECREATION:

1. Resolution 2023-836

UB Bike Path Closure

Authorize the closure of the Amherst Bike Path and Frontier Road between JJ Audubon Parkway and St. Rita's Lane from 6:00pm until midnight on October 13, 2023 to accommodate a fireworks display as part of UB's Homecoming Carnival.

10/2/2023
Consent

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

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2. Resolution 2023-837

2023-2024 Youth Development Program Agreement - CRS #4321

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Erie County (Department of Social Services) for provision of a Youth Leadership Development Program from October 1, 2023 through September 30, 2024, pending satisfactory completion of the contract routing process.

10/2/2023
Consent

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

3. Resolution 2023-838

Child Day Care Services Agreement - CRS #4328

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Erie County (Department of Social Services) to receive reimbursement for afterschool child care services for eligible students, pending successful completion of the contract routing process.

10/2/2023
Consent

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

4. Resolution 2023-839

Service Agreement - DFC Grant - CRS #4334

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and The Prevention Council of Erie County for work related to Year 3 of the town's Drug Free Communities Grant, pending successful completion of the contract routing process.

10/2/2023
Consent

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

5. Resolution 2023-840

Emergency Purchase Request

Authorize the emergency purchase of 1,000-1,500 lbs of R 22 to keep ice on the Feature Rink and NHL Rink 1 at the Northtown Center from melting.

10/2/2023
Consent

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

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2023-116

Summons and Complaint: Kelly Rados Vs. Ryan M. Conrad, James T. Caputi, Timothy J. Wilson, and Officer Schraufstetter, Individually and in Their Official Capacity as Employees of the Town of Amherst Police Department

10/2/2023
Referred to Town Attorney

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

2. Communication 2023-117

Summons & Complaint: Danielle M. Hughes A/K/A Danielle Seiler Vs. Town of Amherst Et Al.

10/2/2023
Referred to Town Attorney

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

3. Communication 2023-118

Summons and Complaint: Wells Fargo Bank, N.A. Vs. Town of Amherst Et Al.

10/2/2023
Referred to Town Attorney

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

4. Communication 2023-119

Complaint and Jury Demand: Nellie Brown & Gerard Fonte Vs. Town of Amherst Et Al.

10/2/2023
Referred to Town Attorney

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 <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 7:30 PM.

There were no 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 7:30 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 October 2, 2023 was adjourned at 7:30 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 28046 **RESOLUTION 2023-802** **DECISION DATE**

Adoption of Resolution to Amend the Bicentennial Comprehensive Plan 1635 & 1639-1641 North French Road (BCPA-2023-01)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Chapter 104 of Amherst Town Code, as amended, that the requirements of SEQR are complete, and be it further

RESOLVED, that pursuant to NYS Town Law Sec. 272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of August 17, 2023 that the proposed change in land use designation from Single Family Residential to Commercial/Mixed Use at 1635 & 1639-1641 North French Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with NYS Town Law Sec. 272-a, the Town Board amends Bicentennial Comprehensive Plan for 5.1 acres of land from Single Family Residential to Commercial/Mixed Use for property located at 1635 & 1639-1641 North French Road.

10/2/2023
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The public hearing was opened at 7:02 PM.

Ari Goldberg, Esq. presented.

Dennis Miranda, 33 Landings Dr. - questions about the proposed project

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the October 16th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:21 PM.

10/16/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 10/16/2023 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala	

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard,
Planning Direct

Daniel J. Ulatowski,
Assistant Planning D

Town Board Agenda of October 2, 2023

September 26, 2023

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

Subject: Request to amend the Bicentennial Comprehensive Plan for 5.1± acres of land from Single Family Residential to Commercial/Mixed Use; property located at 1635 & 1639-1641 North French Road (BCPA-2023-01).

Honorable Members:

This request is to amend the Bicentennial Comprehensive Plan to change the land use designation from "Single Family Residential" to "Commercial/Mixed Use" to allow for a rezoning request to subsequently be considered by the Town Board for a mixed use development.

The subject property consists of two parcels totaling 5.1± acres and rectangular in shape located on the south side of North French Road, approximately 860 feet east of Campbell Boulevard. The parcel at 1635 North French is currently occupied by an existing single family residence and 1639-1641 North French Road are occupied by two commercial buildings (Greater Buffalo Gymnastics, day care center, dance studio, and TJ Hirsch Enterprises). The subject property is situated between the Town-owned recreation facility (North French Soccer Complex) and a religious institution (Hindu Cultural Society). North French Road is an Erie County highway, designated as a collector roadway in Figure 9 of the Bicentennial Comprehensive Plan.

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

If this amendment is approved a subsequent rezoning request is likely to follow for a project to remove the existing single-family residence and improve 1635 North French with a 2-story mixed use building comprised of 9,640 s.f. of retail space and residential uses in a portion of the second floor. The petitioner also seeks to interconnect 1635 North French with 1639-1641 North French and continue the existing commercial use of that property.

History of previous rezoning requests:

The subject parcels were zoned SA with the adoption of the Zoning Map and Ordinance on January 19, 1976.

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

Honorable Town Board

Amendment to the Bicentennial Comprehensive Plan;
1635 & 1639-1641 North French Road
Agenda of October 2, 2023

Z-2002-04 A request to rezone 1635 North French Road from SA to R-3, and 1639-1641 North French Road to CF was granted by the Town Board on June 3, 2002.

The Planning Board offers the following findings in accordance with New York State Town Law §272-a.

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

The subject request has been reviewed by staff for its consistency with the Bicentennial Comprehensive Plan, as presented in the attached review memo from the Planning Department dated June 29, 2023. Staff finds that the proposed amendment is consistent with the goals, objectives and policies of the Bicentennial Comprehensive Plan, as evidenced in the following key sections:

2.0 Plan Concept

2.2 Vision Statement – "Characteristics of Community"

The proposed use could enhance community character by helping to revitalize older neighborhoods and commercial corridors while accommodating quality new development.

2.3 Key Initiatives – "Aesthetic/Community Character" and "Revitalization"

The proposed project will be subject to the mixed-use design standards to enhance community character, and designed within the context of surrounding uses.

3.0 Land Use and Development

Section 3.3.2 Commercial-Mixed Use

The subject request does not conflict with policies set forth in Section 3.3.2 Commercial-Mixed Use. The subject parcels are located near a designated "suburban corridor" at Campbell Blvd and North French Road as shown in Figure 6 & 6A below. The proposed use is a small-scale commercial structure that includes businesses to serve the surrounding community and fits in with the scale and function of the existing commercial corridor. The Plan emphasizes the revitalization of the commercial center and the subject request would expand the "suburban corridor" designation to the Town soccer fields and the I-990 without conflicting with the existing character of the neighborhood.

4.0 Natural and Cultural Resources

The subject request has no future implications on important natural or cultural resources in the area. The commercial-mixed use land use is compatible with the surrounding uses and its proposed design does not impose on any green space, wetlands, floodplains, woodlands, soils, surface water resources, and historic or cultural resources, the subject parcels are already developed.

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

FIGURE 6

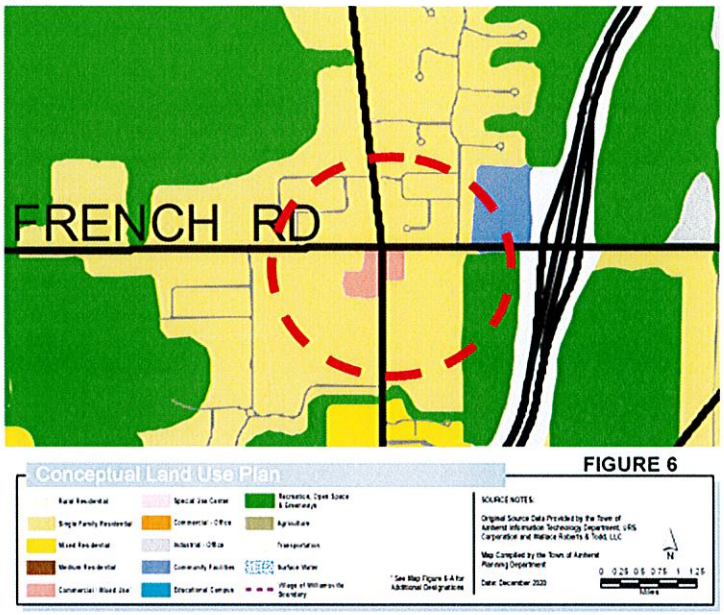
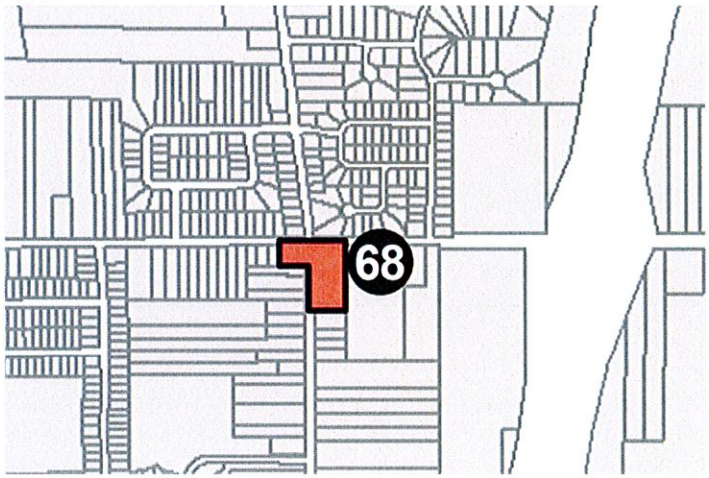


FIGURE 6A



8.0 Housing and Neighborhoods

8.8 Promote the revitalization of older commercial areas.

The subject request, if granted, may expand the existing commercial corridor to a neighborhood destination, and could reduce pressure for development on nearby vacant lands.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

The existing R-3 zoning district limits land use to single family detached dwellings. In order to facilitate the proposed development of 1635 North French Road, rezoning from R-3 to a mixed use district would be necessary, provided the Town Board agrees to amend the Bicentennial Comprehensive Plan. Subsequent site plan review and approval by the Planning Board will be required prior to development.

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

Honorable Town Board

Amendment to the Bicentennial Comprehensive Plan;
1635 & 1639-1641 North French Road
Agenda of October 2, 2023

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The subject property is located near but not adjacent to the existing mixed use node at the south east corner of North French Road and Campbell Boulevard (site 68 on Figure 6-A); with one property between them (Hindu Cultural Society of WNY). The anticipated re-zoning request to a mixed use district would be compatible with the surrounding development between Campbell Boulevard and the I-990.

ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the proposed rezoning are available and adequate at the subject location.

RECOMMENDATION

The Planning Board at their meeting of August 17, 2023 held a public hearing on the subject Plan amendment and recommended that in accordance with New York State Town Law §272-a Subsection 4, the request to amend the Bicentennial Comprehensive Plan be approved. The Planning Department requests that if the Town Board desires to act on the Plan amendment, that a decision date be established after the public hearing so that the Planning Department can prepare a determination of environmental significance pursuant to SEQR, and prepare a resolution for the Town Board's consideration.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/GP/ac
Att.
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-01_(1635_&_1639-1641_North_French_Rd)\BCPA-2023-01_TB_Letter_10022023.docx
cc: Martin Polowy, Town Attorney

Planning Board Approval August 17, 2023
Ayes 6; Noes 0; absent 1

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

TOWN OF AMHERST
PLANNING BOARD
COMPREHENSIVE PLAN AMENDMENT
BCPA-2023-01

PETITIONER

TLH Property Management Inc.
c/o Barclay Damon LLP
200 Delaware Avenue, Suite 1200
Buffalo, NY 14202

PROPERTY LOCATION

1635 & 1639-1641 North French Road

'23 AUG 25 AM9:5

WHEREAS the Town of Amherst Planning Board on Thursday, August 17, 2023 held a public hearing on the proposed amendment to the Bicentennial Comprehensive Plan, and

WHEREAS the Planning Board has reviewed the Town of Amherst Bicentennial Comprehensive Plan, and

WHEREAS the Planning Board has reviewed plans and other materials regarding the proposal, and

WHEREAS the materials and plans have been referred to the Town's various review agencies, and

WHEREAS the Planning Board finds that:

A. The proposed request is generally consistent with the Zoning Ordinance and with the following sections of the Comprehensive Plan:
   - Chapter 2, Plan Concept; Section 2.2 Vision Statement – "Characteristics of Community" and Section 2.3 Key Initiatives - "Aesthetic/Community Character" and "Revitalization",
   - Chapter 3, Land Use and Development; Section 3.3.2 Commercial-Mixed Use,
   - Chapter 4, Natural and Cultural Resources,
   - Chapter 8, Housing and Neighborhoods, and
   - Chapter 9, Community Facilities and Services.

B. The subject property is suitable for uses permitted by the proposed land use designation.

C. The proposed change does not reduce the balance of land uses, and meets a specific demand in the Town.

D. The land surrounding the subject request is comprised of single-family housing, community facilities and recreational facilities.

NOW THEREFORE BE IT RESOLVED that the Planning Board recommends to the Town Board in accordance with New York State Town Law §272-a Subsection 4, that the request to amend the Bicentennial Comprehensive Plan be approved.

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

TOWN OF AMHERST
PLANNING BOARD
COMPREHENSIVE PLAN AMENDMENT
BCPA-2023-01

PETITIONER

TLH Property Management Inc.
c/o Barclay Damon LLP

PROPERTY LOCATION

1635 & 1639-1641 North French Road

'23 AUG 25 AM9:5

The foregoing resolution was adopted by the Town of Amherst Planning Board, August 17, 2023; moved by Chmiel; seconded by Giuliani; ayes 6; noes 0; absent 1 (Raffelle).

Robert J. Gilmour, Planning Board Chair

8/24/23
Date

GP\ac
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-01_(1635_&_1639-1641_North_French_Rd)\BCPA-2023-01_resolution_081723.doc-

cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Torey L. Hirsch, 1641 North French Road, Getzville, NY 14068
Ari Goldberg, Barclay Damon LLP, 200 Delaware Ave., Suite 1200, Buffalo, NY 14202

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

TOWN OF AMHERST PLANNING DEPARTMENT

Request for Bicentennial Comprehensive Plan Amendment

For Official Use

File #: _____ **Acreage** _____ **Fee $** _____

Address Verified by Assessor's Office _____
VERIFIED BY DATE

Application Received by Planning Department _____
ACCEPTED BY DATE

Materials & Fee Paid to Town Clerk _____
ACCEPTED BY DATE

		Fill In Applicable Fees
COMPREHENSIVE PLAN AMMENDMENT	**$0***	X
AFFIDAVIT FEE FOR PUBLIC HEARING	**$15**	X

Fee schedule subject to change by future Town Board action

TOTAL FEE: $15

TO BE COMPLETED BY APPLICANT

Petitioner:

Name: TLH Property Management Inc. and Torey Hirsch Sr. & Torey Hirsch Jr.
Barclay Damon LLP as agent/attorney

Address: 200 Delaware Avenue, Suite 1200

Buffalo (City) NY (State) 14202 (Zip Code\)

Phone: (716) 858-3878 Fax (716) 566-4040

Email: agoldberg@barclaydamon.com | cauerbach@barclaydamon.com

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

Owner of Land (if different than above):

Name: TLH Property Management Inc. and Torey Hirsch Sr. & Torey Hirsch Jr.

Address: c/o Barclay Damon LLP - 200 Delaware Ave, Suite 1200

Buffalo (City) NY (State) 14202 (Zip Code)

Phone: (716) 858-3878 Fax (716) 566-4040

E Mail: agoldberg@barclaydamon.com | cauerbach@barclaydamon.com

Representative (Architect, Engineer, Landscape Architect, Surveyor or Attorney):

Name: Corey Auerbach and Ari Goldberg - Barclay Damon LLP

Address: 200 Delaware Avenue, Suite 1200

Buffalo (City) NY (State) 14202 (Zip Code)

Phone: (716) 858-3878 Fax (716) 566-4040

E Mail: agoldberg@barclaydamon.com | cauerbach@barclaydamon.com

Petitioner's interest in property

- ☐ Option to purchase
- ☑ Owner — 1639-1641: TLH Property Management Inc.
1635: Torey Hirsch Sr. & Torey Hirsch Jr.
- ☐ Other (explain) _____

The following are all others having an interest in this application and join herein with the petitioner named above: (describe extent of interest; attach sheets as needed)

_____

_____

_____

Street address(es) of land subject to Bicentennial Comprehensive Plan Amendment:

1639-1641 North French and 1635 North French

SBL #(s): 27.19-2-15.11 (1639-1941) and 27.19-2-15.12 (1635)

INFORMATION ON REQUEST

1. **The undersigned hereby requests the Honorable Town Board to amend the following text sections of the Bicentennial Comprehensive Plan:**

   Section(s) #/page(s): _____

Note: If the requested amendment does not involve a map change, skip #2 and #3.

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

2. The undersigned hereby requests the Honorable Town Board to amend the Conceptual Land Use Map (Figure 6) and/or Commercial and Mixed-Use Designations (Figure 6A) as follows:

FROM:

- ☐ Rural Residential
- ☑ Single Family Residential
- ☐ Mixed Residential
- ☐ Medium Residential
- ☐ Commercial/ Mixed Use*
- ☐ Special Use Center
- ☐ Commercial-Office
- ☐ Industrial-Office
- ☐ Community Facilities
- ☐ Educational Campus
- ☐ Recreation, Open Space, & Greenways
- ☐ Agriculture
- ☐ Transportation

*Additional Designations in Figure 6-A:

- ☐ Suburban Center
- ☐ Suburban Corridor
- ☐ Traditional Areas

TO:

- ☐ Rural Residential
- ☐ Single Family Residential
- ☐ Mixed Residential
- ☐ Medium Residential
- ☑ Commercial/ Mixed Use*
- ☐ Special Use Center
- ☐ Commercial-Office
- ☐ Industrial-Office
- ☐ Community Facilities
- ☐ Educational Campus
- ☐ Recreation, Open Space, & Greenways
- ☐ Agriculture
- ☐ Transportation

*Additional Designations in Figure 6A:

- ☐ Suburban Center
- ☐ Suburban Corridor
- ☐ Traditional Areas

3. Other Bicentennial Comprehensive Plan Map Amendments (if applicable):

Figure # or Name**:** Figure 6 Conceptual Land Use Plan - amend figure to mark relevant properties "Commercial/Mixed Use"

4. Information on prospective action (*to be provided in separate attachment*):

A. Description of any prospective action:

B. Rationale for request of amendment:

1. How will the requested amendment to the Bicentennial Comprehensive Plan consistent with *Section 2.2 (Vison Statement)*?
2. How will the requested amendment to the Bicentennial Comprehensive Plan consistent with *Section 2.3 (Key Initiatives)*?

C. How is the requested amendment align with the defined policies in Sections;

1. *3.0 Land Use and Development?*
2. *4.0 Natural and Cultural Resources?*
3. *5.0 Economic Development?*
4. *6.0 Transportation?*
5. *7.0 Infrastructure?*
6. *8.0 Housing & Neighborhoods?*
7. *9.0 Community Facilities & Services?*

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

SECTION 809 CERTIFICATION

The undersigned certifies that all information required to be disclosed pursuant to Section 809 of the General Municipal Law (see below) is as follows:

The undersigned swears or affirms that all statements made herein are true, that all drawings submitted correctly show the situation involved in this petition.

Signature of Petitioner

Subscribed and sworn to before me this 20 *day of* June, 2023

Notary Public, Erie County, New York

Dzifa A. Gan
Notary Public, State of New York
Qualified in Erie County
My Commission Expires May 13, 2027

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

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

2. For the purpose of this section an officer or employee shall be deemed to have an interest in the applicant when he, his spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them

   (a) is the applicant, or
   (b) is an officer, director, partner or employee of the applicant, or
   (c) legally or beneficially owns or controls stock of a corporate applicant or is a member of a partnership or association applicant, or
   (d) is a party to an agreement with such an applicant, express or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable approval of such applicant, petition or request.

3. In the county of Nassau the provisions of subdivisions one and two of this section shall also apply to a party officer. "Party Officer" shall mean any person holding any position or office, whether by election, appointment or otherwise, in any party as defined by subdivision four or section two of the election law.

4. Ownership of less than five per cent of the stock of a corporation whose stock is listed on the New York or American Stock Exchanges shall not constitute an interest for the purposes of this section.

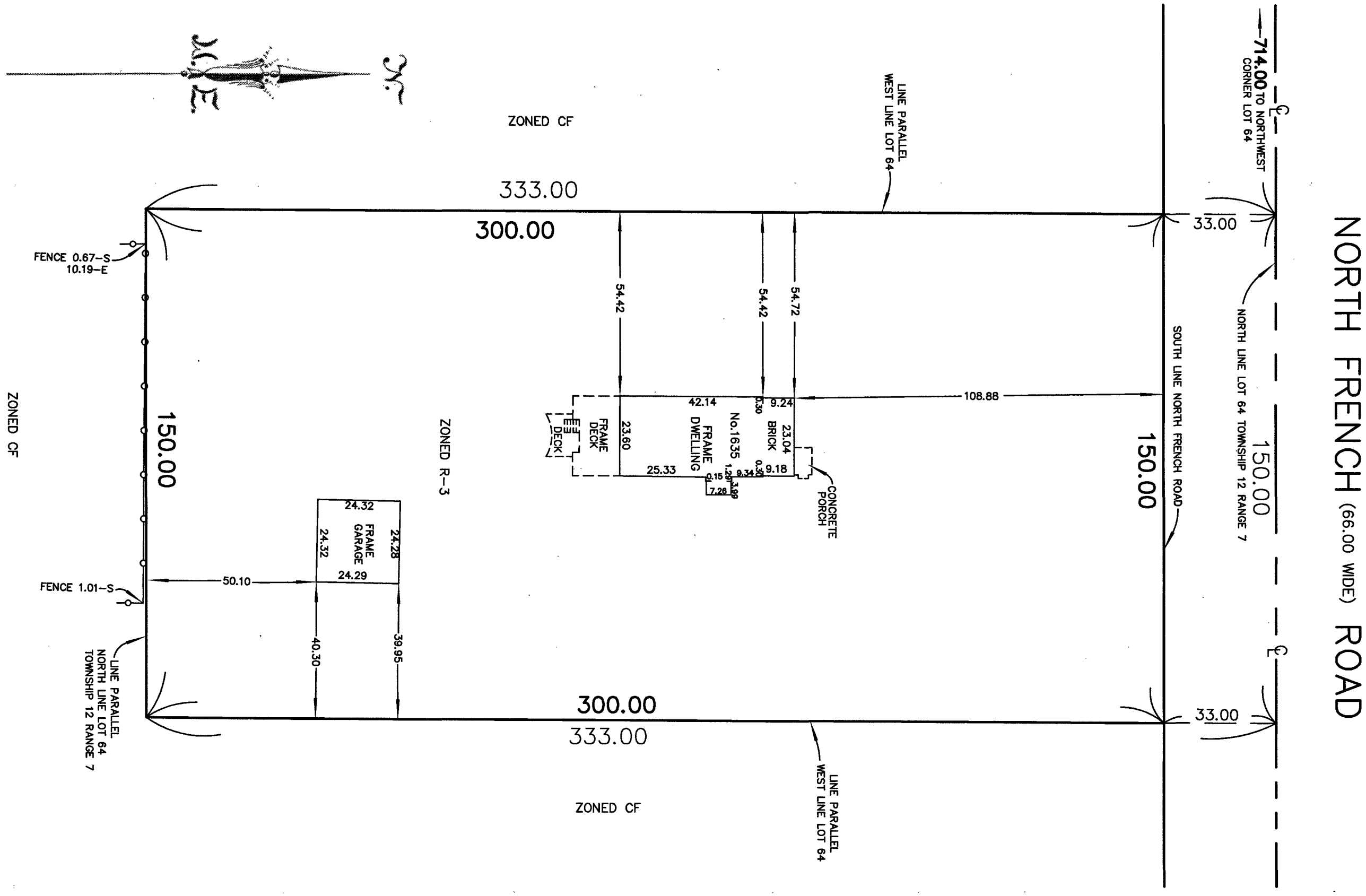
5. A person who knowingly and intentionally violates this section shall be guilty of a misdemeanor.

Town of Amherst Planning Department 5583 Main Street Williamsville New York 14221
(716) 631-7051; Fax: (716) 631-7153; Web: www.amherst.ny.us

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

Property Surveys



Part of Lot (Lots) 64, Section ____, Township 12, Range 7, Of The HOLLAND LAND COMPANY'S SURVEY,

City (or) Village of _____, Town of AMHERST, County of ERIE, State of New York

Notes:

1) This Survey is VOID unless embossed with New York State Licensed Land Surveyors Seal #050182.
2) Altering any item on this Survey is in violation of law, excepting as provided in Section 7209 Part 2 of the New York State Education Law.
3) This Survey VOID if used with an Affidavit Of No Change.
4) This Survey was prepared without the benefit of an Abstract of Title and is subject to any state of facts that may be revealed by an examination of the same.

Drawing Scale : 1" = 30 '

Date of Survey JANUARY 27, 2021

Signature _____

Marshall L. Mill PLS
Krause & Gantzer
Land Surveyors
13 Olean Street
East Aurora, New York 14052



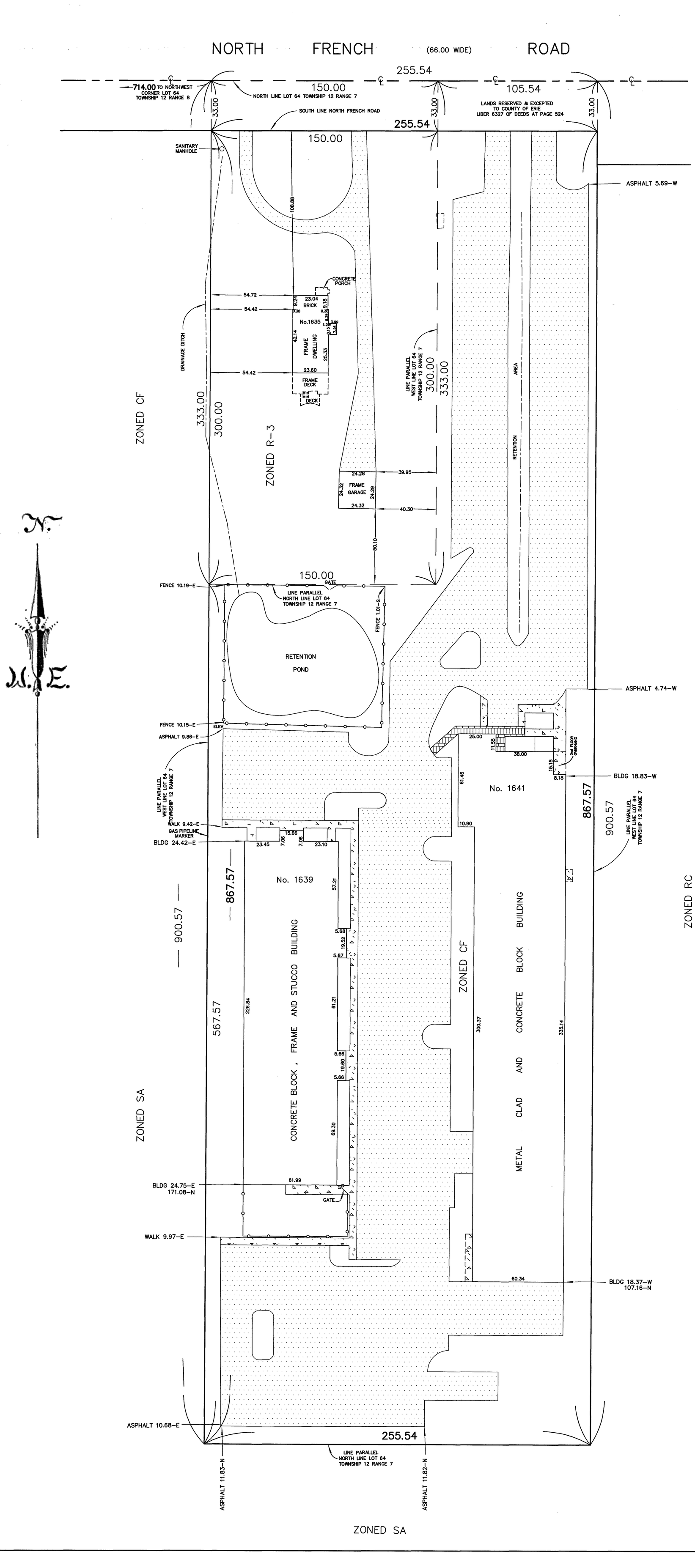
ESTABLISHED 1870

Feet	Inches	Feet	Inches
0.08	1 Inch	0.58	7 Inches
0.17	2 Inches	0.67	8 Inches
0.25	3 Inches	0.75	9 Inches
0.33	4 Inches	0.83	10 Inches
0.42	5 Inches	0.92	11 Inches
0.50	6 Inches	1.00	12 Inches

Job No.171,291 LL 3789

REVISED

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)



Feet	Inches	Feet	Inches
0.08	1 Inch	0.58	7 Inches
0.17	2 Inches	0.67	8 Inches
0.25	3 Inches	0.75	9 Inches
0.33	4 Inches	0.83	10 Inches
0.42	5 Inches	0.92	11 Inches
0.50	6 Inches	1.00	12 Inches

Job No. 172,985 LL 3789

ESTABLISHED 1870

Date of Survey MARCH 1, 2023

Signature

Marshall L. Mill PLS
Krause & Gantzer
Land Surveyors
13 Olean Street
East Aurora, New York 14052

Part of Lot (Lots) 64 Section ____ Township 12 Range 7 Of The HOLLAND LAND COMPANY'S SURVEY

City (or) Village of _____ Town of AMHERST County of ERIE State of New York

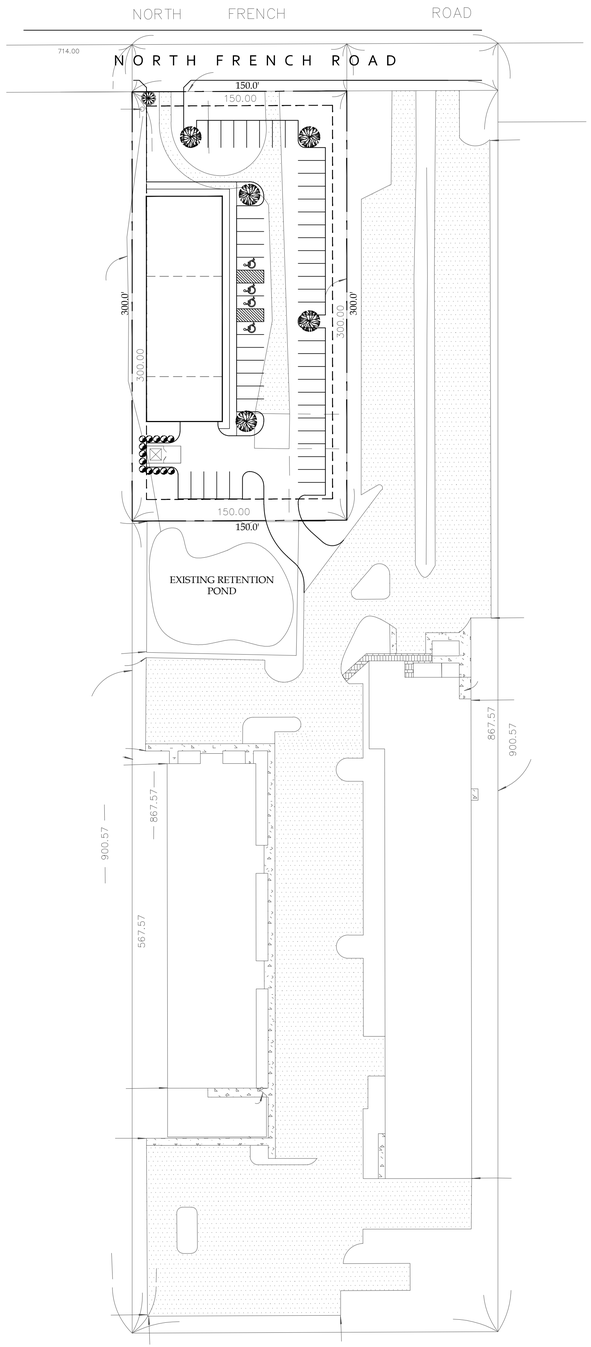
Drawing Scale : 1" = 30'

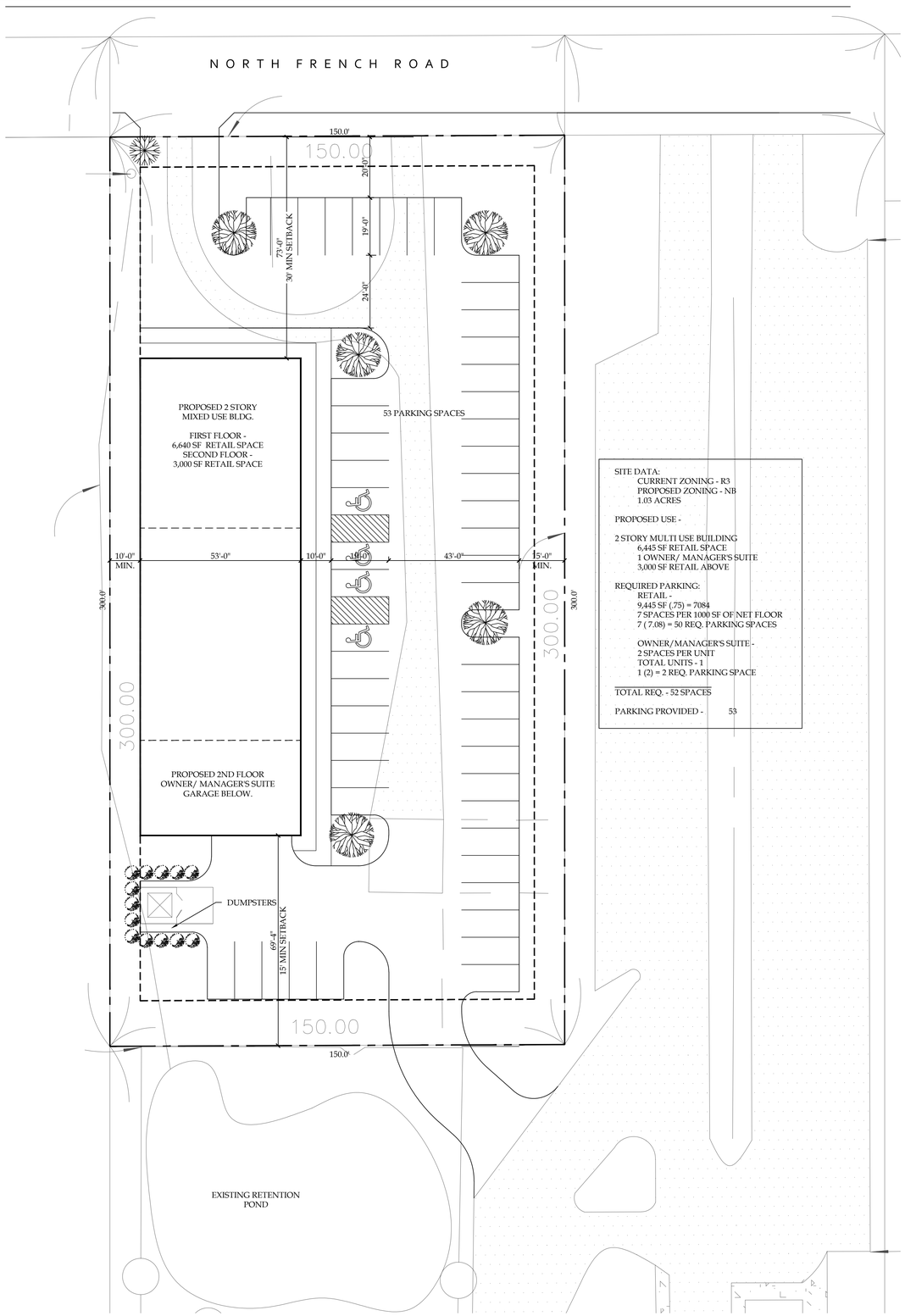
Notes:
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2) Altering any item on this Survey is in violation of law, excepting as provided in Section 7209 Part 2 of the New York State Education Law.
3) This Survey VOID if used with an Affidavit Of No Change.
4) This Survey was prepared without the benefit of an Abstract of Title and is subject to any state of facts that may be revealed by an examination of the same.

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

Preliminary Site Plan





SITE DATA:
CURRENT ZONING - R3
PROPOSED ZONING - NB
1.03 ACRES

PROPOSED USE -

2 STORY MULTI USE BUILDING
6,445 SF RETAIL SPACE
1 OWNER/ MANAGER'S SUITE
3,000 SF RETAIL ABOVE

REQUIRED PARKING:
RETAIL -
9,445 SF (.75) = 7084
7 SPACES PER 1000 SF OF NET FLOOR
7 (7.08) = 50 REQ. PARKING SPACES

OWNER/MANAGER'S SUITE -
2 SPACES PER UNIT
TOTAL UNITS - 1
1 (2) = 2 REQ. PARKING SPACE

TOTAL REQ. - 52 SPACES

PARKING PROVIDED - 53

N

A4 CONCEPT PLAN
1" = 20'-0"

NOTICE
This document, the property of, prepared and issued by the architect, is submitted for the specific project namely _____ and the recipient by accepting this document assumes custody and agrees that this document will not be copied or reproduced in part or in whole, and any special features peculiar to this design shall not be incorporated in any other project, unless prior agreement has been obtained in writing.These documents will be returned immediately upon completion of the project or upon the request of the architect.
This document is the exclusive property of the architect, no rights to ownership are transferable, or shall be lost by the filing of this document with any and all public authorities for the purpose of compliance with Codes and or Ordinances, i.e. Building Permit, etc.

Multi Use Building

1635 North French
Amherst, NY

ISSUE:

SA PROJECT TEAM: PRINCIPAL P.Silvestri
PROJ. ARCH. _____ DRAFTER _____
JOB CAPT. _____ INTERIORS _____

SEAL:

TITLE:

SITE PLAN

SILVESTRI
ARCHITECTS · PC
1321 MILLERSPORT HWY PH. 716.691.0900
AMHERST, NY 14221 FAX 716.691.4773

SA JOB #: 20132-01
DATE: 05/30/23

DRAWING #: AS-101

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

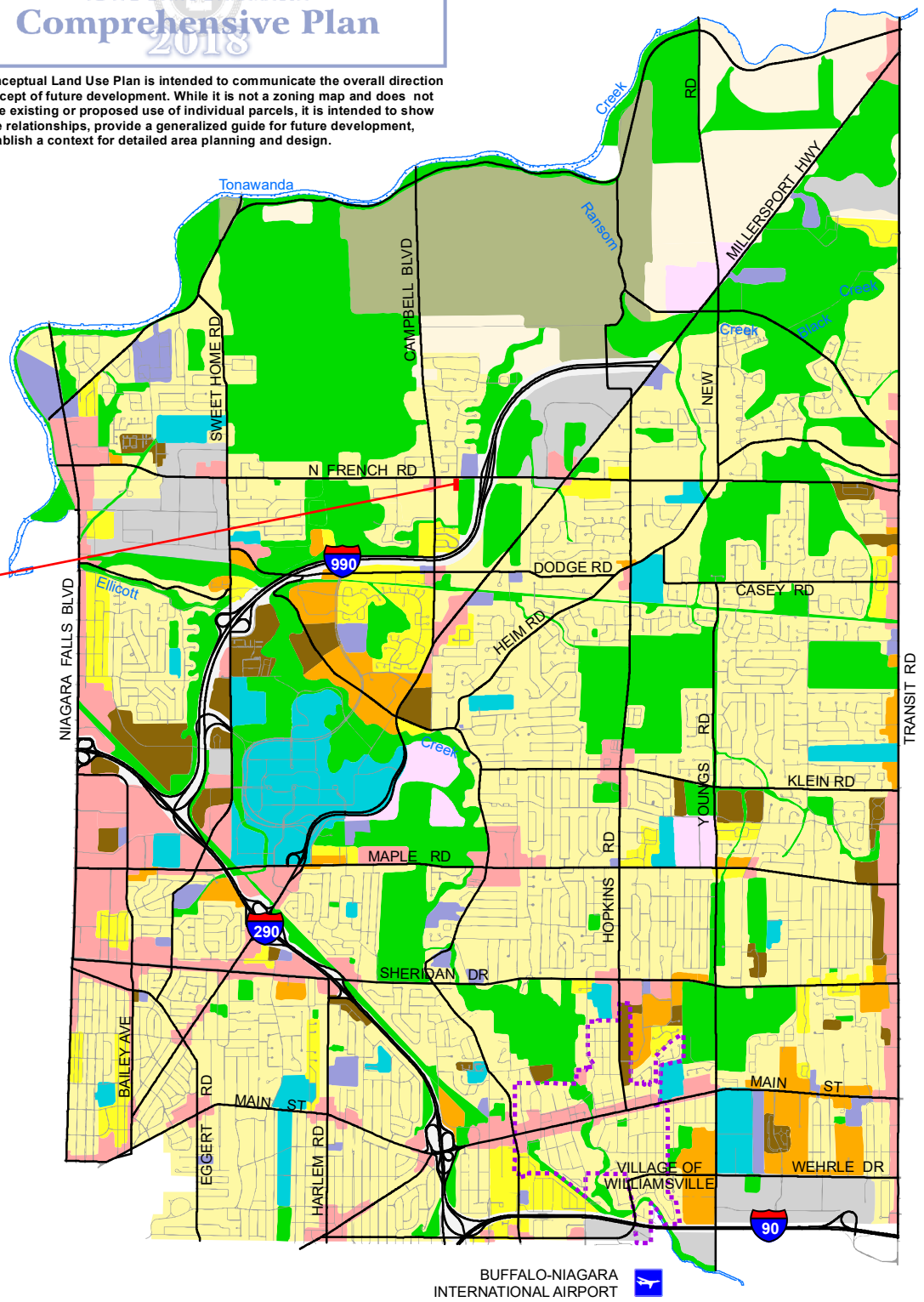
Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

Map Graphic
depicting requested Comprehensive Plan Amendment

Town of Amherst Bicentennial Comprehensive Plan

1818 2018

The Conceptual Land Use Plan is intended to communicate the overall direction and concept of future development. While it is not a zoning map and does not show the existing or proposed use of individual parcels, it is intended to show land use relationships, provide a generalized guide for future development, and establish a context for detailed area planning and design.



Requested Classification

Conceptual Land Use Plan

- Rural Residential
- Single Family Residential
- Mixed Residential
- Medium Residential
- Commercial / Mixed Use*
- Special Use Center
- Commercial - Office
- Industrial - Office
- Community Facilities
- Educational Campus
- Recreation, Open Space & Greenways
- Agriculture
- Transportation
- Surface Water
- Village of Williamsville Boundary

* See Map Figure 6-A for Additional Designations

SOURCE NOTES:

Original Source Data Provided by the Town of Amherst Information Technology Department, URS Corporation and Wallace Roberts & Todd, LLC

Map Compiled by the Town of Amherst Planning Department

Date: December 2020

N

0 0.25 0.5 0.75 1 1.25 Miles

FIGURE 6

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

Comprehensive Plan Amendment Analysis

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

Comprehensive Plan Amendment Analysis
1635 and 1639-1641 North French Road

As set forth in the Town of Amherst Bicentennial Comprehensive Plan ("Comprehensive Plan") Amendment Application Form, Petitioners must provide information on the prospective action in relation to the Comprehensive Plan. The Application Form questions are outlined below in bold with Petitioners' responses noted.

Information on prospective action:

A. Description of any prospective action:

Petitioners' Response:
TLH Property Management Inc. owns 1639-1641 North French Road, SBL 27.19-2-15.11, and Torey Hirsch Sr. and Torey Hirsch Jr. (collectively with TLH, "Petitioners"), are the record property owners of 1635 North French Road, SBL 27.19-2-15.12 (collectively with 1639-1641 N. French "Properties"). The Properties abut the Hindu Cultural Center, the Town's North French Soccer Complex, and are across from the French Landing's neighborhood. The Properties are located on the south side of North French between the 990 and Campbell Boulevard.

Petitioners operate 1639-1641 North French, which contains a multitude of child-centric uses (gymnastics center, dance school, and a child care facility), and a high-end automobile storage facility. Meanwhile, 1635 North French is bordered to the south and east by 1639-1641 North French, and it contains an underutilized, isolated dwelling. The Properties are not currently interconnected.

Petitioner proposes to improve 1635 North French with a 2-story mixed-use building comprising 6,640 SF of retail space on the first floor, 3,000 SF of retail space on the second floor, and an owner/manager's suite on the second floor with a first floor garage. The proposed redevelopment also includes 55 parking spaces where a minimum of 52 are required.

Importantly, the redevelopment provides an opportunity to interconnect the Properties with a roadway extending south from the redeveloped 1635 North French parking lot to the existing access ways of 1639-1641 North French. Petitioners are targeting an upscale bakery or café type eatery as well as additional children, family, and/or health-orientated uses to serve the neighborhood and complement existing uses at 1639-1641 North French.

Currently, 1635 North French is zoned R-3 and 1639-1641 North French is zoned CF – Community Facilities. The Properties are both indicated as single family residential on Comprehensive Plan Figure 6. The Petitioner seeks to amend Figure 6, reclassifying the Properties as "Commercial/Mixed Use" to accommodate the

proposed redevelopment of 1635 North French and more closely align the Properties with existing and proposed uses.

B. Rationale for request of amendment:

1. How will the requested amendment to the Bicentennial Comprehensive Plan be consistent with Section 2.2 (Vison Statement)?

Petitioners' Response:
The requested amendment enhances "livability" of the area by interconnecting the parcels and redeveloping the Properties as a community-facing commercial destination; creating a pedestrian-friendly center where one could walk to a gymnastics class at 1639-1641 North French or attend a soccer game at the Town's adjacent complex and then grab a nutritious snack afterwards from one of the tenant offerings at 1635 North French; and, overall, enhancing community life with a mixed-use neighborhood destination that provide myriad goods and services—all of which contribute to "mak[ing] Amherst an exceptional place to live and raise a family."

The requested amendment further enhances "community character" by raising the bar on appropriate community-focused redevelopment that compliments adjacent uses and neighborhood/community needs. Lastly, the requested amendment is consistent with the "shared direction" outlined in the Comprehensive Plan by strengthening the tax base, diversifying the economy and reinvigorating an underutilized parcel at 1635 North French in a vital suburban corridor with a community amenity. The requested amendment may also catalyze appropriate growth in the surrounding area.

2. How will the requested amendment to the Bicentennial Comprehensive Plan be consistent with Section 2.3 (Key Initiatives)?

Petitioners' Response:
With regard to "Aesthetic/Community Character," the requested amendment enhances the renowned beauty, character, and environmental quality of the Town. The requested amendment facilitates enhancements in connectivity between the Properties and neighborhood that enriches the "diverse environment" of the Town by adding walkable destinations and a more livable, desirable neighborhood. The proposed mixed-use commercial structure considered for 1635 North French will be designed within the context of surrounding uses and applicable Town design standards. As currently envisioned, the proposed structure is appropriately two-stories, in line with surrounding uses. Accordingly, the requested amendment is consistent with the "Aesthetic/Community Character" key initiative of the Comprehensive Plan.

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

Similarly, the requested amendment is also consistent with the "Education" key initiative by appropriately enhancing a neighborhood commercial destination in close proximity to the University at Buffalo, which makes living approximate to the University more desirable.

The requested amendment is also consistent with the "Revitalization" key initiative because it redevelops an underutilized parcel with an appropriate neighborhood-centric commercial destination that enhances connectivity to complimentary adjacent uses and surrounding residential areas.

Lastly, the requested amendment is consistent with the "Governance" key initiative of the Comprehensive Plan because it aligns Comprehensive Plan Figure 6 with the existing uses at 1639-1641 North French and could catalyze appropriate redevelopment around Campbell Boulevard and the intersection with North French. Petitioner also anticipates a rezoning request of 1635 North French to NB – Neighborhood Business to accommodate the proposed redevelopment and a subsequent site plan application.

C. How does the requested amendment align with the defined policies in Sections:

1. 3.0 Land Use and Development?

Petitioners' Response:
The requested amendment enhances reinvestment/redevelopment of the underutilized 1635 North French, which results in an interconnected development with walkable, neighborhood amenities attractive to adjacent residential areas, community facilities, and recreational facilities. This creates a mixed-use neighborhood commercial center that is compatible with surrounding uses and in furtherance of Comprehensive Plan goals.

2. 4.0 Natural and Cultural Resources?

Petitioners' Response:
The requested amendment furthers redevelopment of an underutilized parcel in 1635 North French. No new development is proposed with respect to 1639-1641 North French. The requested amendment will not undermine recent or planned improvements to recreational trails or dedicated bike paths or similar. Rather, adding a neighborhood commercial destination will enhance essential community features and recreational components.

3. 5.0 Economic Development?

Petitioners' Response:
The requested amendment balances economic growth and livability by transforming an underutilized property into a neighborhood commercial destination. The requested amendment also enhances the tax base.

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

4. **6.0 Transportation?**

Petitioners' Response:
The requested amendment will not negatively impact any planned improvements to North French or Campbell Boulevard. While a new commercial destination may generate *de minimis* traffic, the Properties existing uses and proposed uses are neighborhood focused to promote walkability and convenience for resident already traveling to 1639-1641 North French, the Hindu Cultural Center, or the North French Soccer Complex.

5. **7.0 Infrastructure?**

Petitioners' Response:
The requested amendment will not stress existing storm sewer or waste water service. The Properties are adequately serviced by the Town of Amherst Consolidated Sanitary Sewer District.

6. **8.0 Housing & Neighborhoods?**

Petitioners' Response:
While the requested amendment focuses on commercial/mixed-use, it may serve to catalyze the reevaluation of Figure 6 classifications for the Campbell Boulevard and North French areas, spurring additional residential development. In any event, having a neighborhood commercial destination enhances walkability, livability, and strengthens neighborhoods.

7. **9.0 Community Facilities & Services?**

Petitioners' Response:
The requested amendment enhances services in walking distance to the Town's North French Soccer Complex. Part of what makes the Town such a desirable place to live is its high quality community services supported by complimentary services, including appropriate retail and commercial offerings. The proposed redevelopment will not detrimentally impact the existing community facilities and services.

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

Environmental Assessment Form

Short Environmental Assessment Form
Part 1 - Project Information

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

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:
1635, 1639-1641 North French Town of Amherst Comprehensive Plan Amendment, Rezoning, and Site Development

Project Location (describe, and attach a location map):
1635 North French, 1639-1641 North French

Brief Description of Proposed Action:
Amend Figure 6 of the Town of Amherst Comprehensive Plan to classify 1635 North French and 1639-1641 to "commercial/mixed use," rezoning of 1635 North French to NB - Neighborhood business, and subsequent construction of two-story, approximately 12,000 SF mixed-use building (9,445 SF retail with remaining square footage for owner/manager's suite) and associated parking. The proposed action has been defined broadly to include all site clearing and construction activities.

Name of Applicant or Sponsor:	Telephone: (716) 858-3878
TLH Property Management Inc. and Torey Hirsch Sr. & Torey Hirsch Jr. by Barclay Damon LLP as agent/attorney	E-Mail: agoldberg@barclaydamon.com

Address:
200 Delaware Avenue, Suite 1200

City/PO:	State:	Zip Code:
Buffalo	NY	14202

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Town of Amherst Town Board - Comp Plan Amendment + Local Law; Town of Amherst Planning Board - Site Plan	☐	☑

3. a. Total acreage of the site of the proposed action? +/- 5.1 acres
   b. Total acreage to be physically disturbed? +/- 0.9 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 5.1 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☑ Commercial ☑ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☑ Other(Specify): Community facilities
   ☐ Parkland

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

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES
If Yes, identify: _____	☑	☐
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☑	☐
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☑	☐
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☑
10. Will the proposed action connect to an existing public/private water supply?	NO	YES
If No, describe method for providing potable water: _____ _____	☐	☑
11. Will the proposed action connect to existing wastewater utilities?	NO	YES
If No, describe method for providing wastewater treatment: _____ _____	☐	☑
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES
	☑	☐
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? See response below	☐	☑
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: _____		

If the proposed action is within 500 feet of a wetland or waterbody the EAF Mapper tool will automatically check "yes" on the pdf of the SEAF. There are no wetlands or waterbodies on 1635 North French and a small section of the southwest corner of 1639-1641 North French contains a federal wetland. South of the properties are federal wetlands and a class C steam (Town Ditch 4). East of the properties (across the 990) is State Wetland TE-18, but none of the properties are even within the buffer area. The forested shrub wetland in the southwest corner of 1639-1641 North French will not be disturbed.

If the proposed action is within an area designated as containing "sensitive archaeological resources," the EAF Mapper will automatically check "yes" on the PDF of the EAF. Sensitivity for archaeological sites usually covers large areas. The Proposed Action is within the "Intensive Level Historic Resources Survey of Selected [E ng] Resources in the Town of Amherst," Survey No. 17SR0080, which surveyed the entire Town of Amherst and Village, approximately 35,000 acres. Properties are already impacted, and only 1635 North French will be developed with new construction.

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☑ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐
16. Is the project site located in the 100-year flood plan?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☐	☑
If Yes,		
a. Will storm water discharges flow to adjacent properties?	☑	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☑
If Yes, briefly describe: Town sanitary sewer.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	☑	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	☑	☐
20.Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	☑	☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: TLH Property Management Inc. and Torey Hirsch Sr. & Torey Hirsch Jr. Date: June 20, 2023

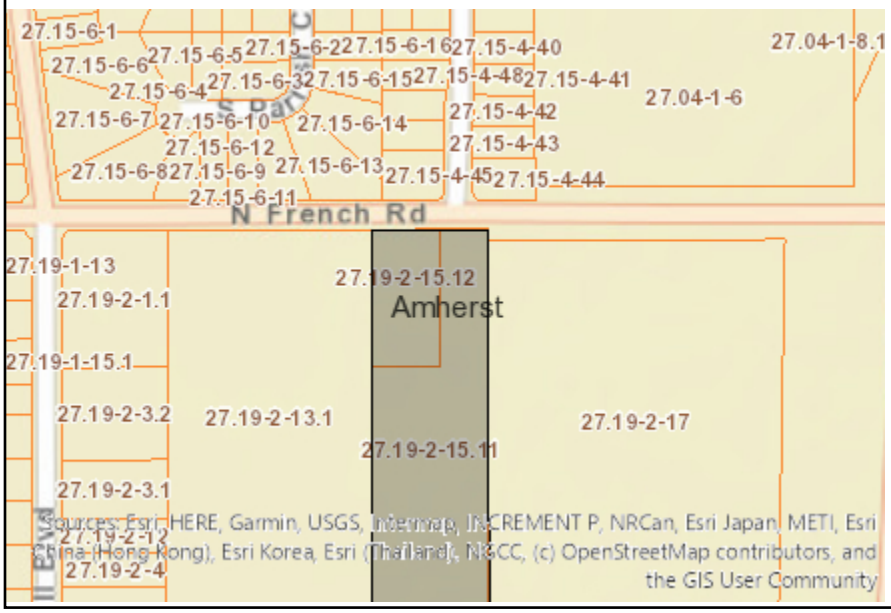
Signature: _____ Title: attorney/agent

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

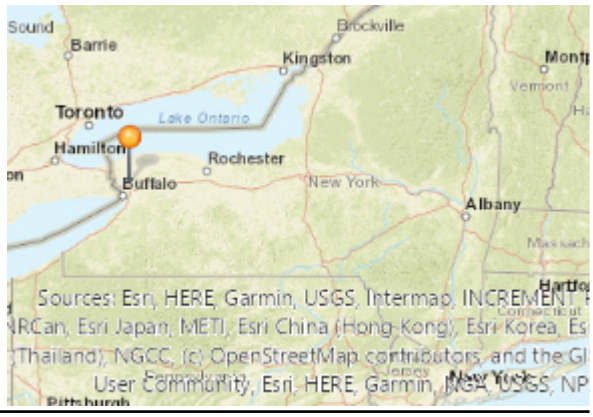
PRINT FORM

EAF Mapper Summary Report

Tuesday, June 20, 2023 1:22 PM



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



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

Town Environmental Assessment Form Addendum

TOWN OF AMHERST
State Environmental Quality Review
ENVIRONMENTAL ASSESSMENT FORM
-- ADDENDUM --

1. For each applicable category of proposed <u>new</u> structures, including additions to existing structures, provide the following information for all soil types on the project site (*according to Soil Survey of Erie County, NY; Table 11, Building Site Development, pp 294-305):*

Soil Name	Shallow excavations	Dwellings without basements	Dwellings with basements	Small commercial buildings	Local roads and streets
LC - Lamson very fine sandy loam	severe	severe	severe	severe	severe
Mh - Minoa very fine sandy loam	severe	severe	severe	severe	severe
Sw - Swormville clay Loam	severe	severe	severe	severe	severe

2. If the Soil survey indicates either "severe" or "moderate" suitability for the proposed types of construction, a geotechnical and hydrological analysis based on one test per 3.5 acres of project area must be provided (per Town Board resolution, 3/17/03, amended 6/16/03).

_____ Geotechnical report attached X Not applicable

Petitioner will procure prior to Site Plan

3. Is your property located: On Youngs Road between Dodge and Klein Roads? ☐ Yes ☑ No
On Wehrle Dr. between Spindrift Dr. and Oakwood Rd? ☐ Yes ☑ No

If so, the property may be within an area of the Town that is affected by a moratorium on connections to the sanitary sewer system.

4. Are there alternative locations on the site for this project? ☐ Yes ☑ No

5. Location and size of real property owned by petitioner within one (1) mile of subject proposal:
_____
_____

6. Are you aware of current or future plans or intentions by others in the Town of Amherst to develop property within 1000± ft. of the present project request: ☐ Yes ☑ No

Describe_____
_____

(Potential environmental impacts from adjacent or nearby projects undergoing the approval process will receive a coordinated environmental review to determine cumulative effects on common receivers (e.g. traffic and drainage corridors) and other relevant environmental concerns.)

7. Maximum number of vehicular trips to be generated per peak hour upon completion of project 15-25
Source: ITE 10th ed.

There are no currer prospective tenants 1635 redevelopmer 1639-1641 traffic n subject to change.

8. Will blasting occur during construction? ☐ Yes ☑ No

9. Does the project propose to connect and be tributary to the public sanitary sewer system? ☑ Yes ☐ No

10. Proposed net additional gallons per day (gpd) of sanitary sewer discharge upon completion of project:
+/- 1,200 average flow +/- 1,200 peak flow.

(Average flows of 2,500 gpd or greater will require an Engineer's Report that includes a detailed downstream sewer capacity analysis and the identification of and commitment to required I/I offset work during peak wastewater flow conditions.)

11. Based on the Town's *2011 Reconnaissance Level Survey of Historic Resources,* is your property 'blue-rated' for historic significance? ☐ Yes ☑ No

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)



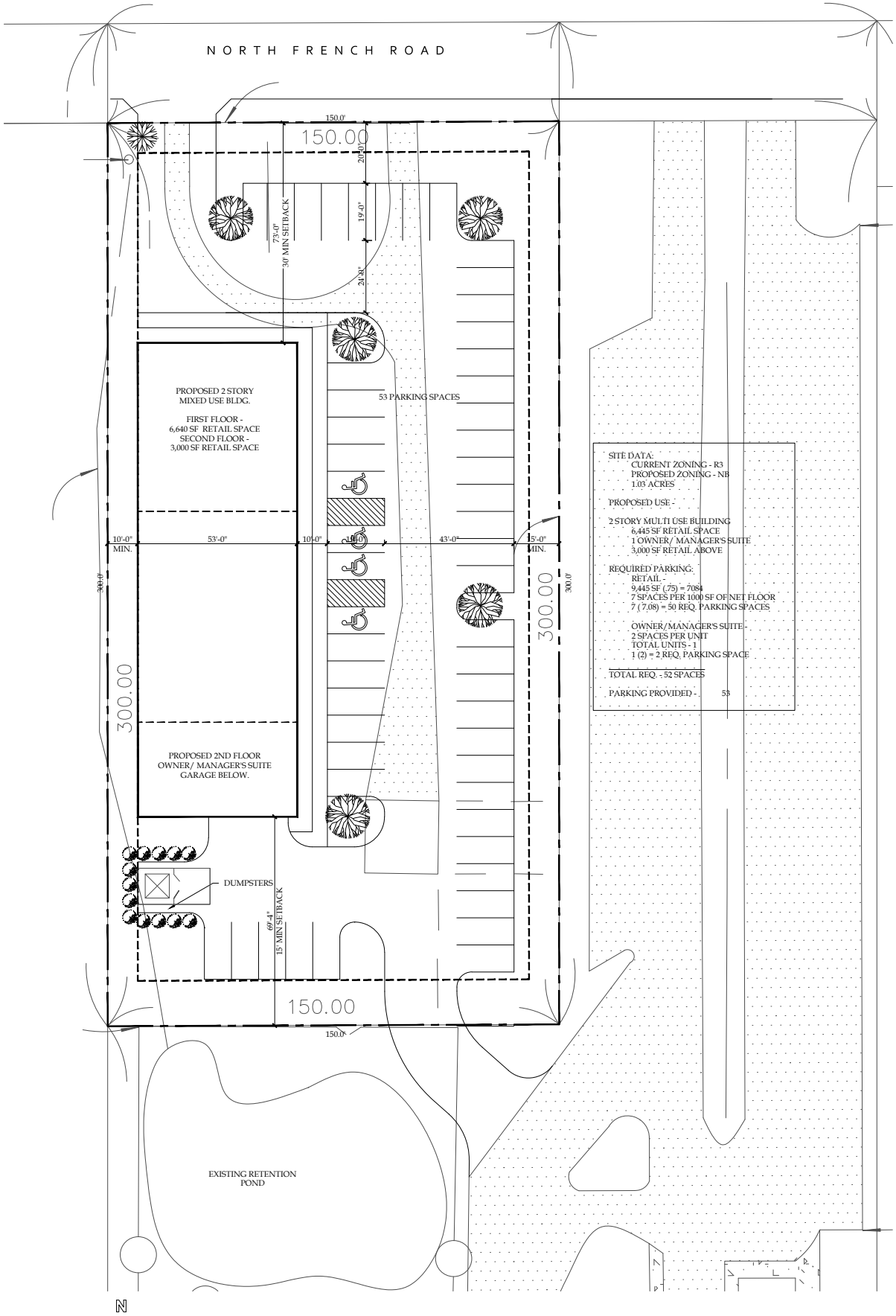
BCPA-2023-01

Request to Amend the Bicentennial Comprehensive Plan for 5.9± Acres of Land from Single Family Residential to Commercial/Mixed Use
Property Located at 1635 & 1639-1641 North French Road
TLH Property Management Inc., Petitioner
August 17, 2023

1635 & 1639-1641 North French Road

Prepared by the Town of Amherst Planning Department

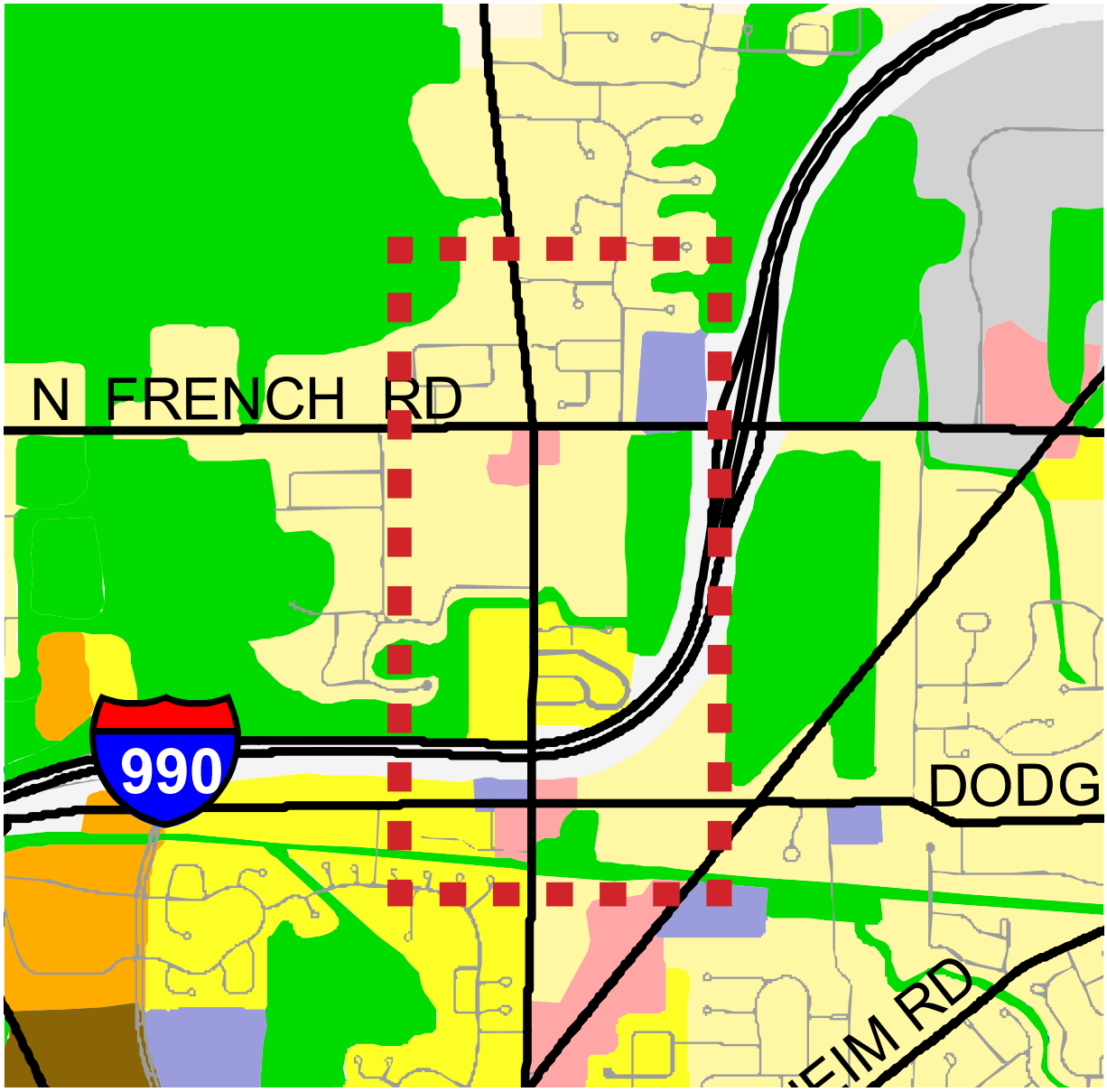
Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)



CONCEPT PLAN

SP-2020-06
1635 & 1639-1641
North French Road

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)



Rural Residential
Single Family Residential
Mixed Residential
Medium Residential
Commercial / Mixed Use*
Special Use Center
Commercial - Office
Industrial - Office
Community Facilities
Educational Campus
Recreation, Open Space & Greenways
Agriculture
Transportation
Surface Water
Village of Williamsville Boundary

COMPREHENSIVE PLAN FIGURE 6

SP-2020-06
1635 & 1639-1641
North French Road

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)



BCPA-2023-01

Request to Amend the Bicentennial Comprehensive Plan for 5.9± Acres of Land from Single Family Residential to Commercial/Mixed Use
Property Located at 1635 & 1639-1641 North French Road
TLH Property Management Inc., Petitioner
August 17, 2023

1635 & 1639-1641 North French Road

Prepared by the Town of Amherst Planning Department

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AI
Assistant Planning Direc

RECEIVED
AUG 18 2023
TOWN OF AMHERST
PLANNING DEPT.

June 22, 2023

TO: Timothy Koller, Deputy Town Clerk
Roberta Rappoccio, Associate Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Supt. of Hwys/Mark Gortzig Crew Chief
Chris Schregel, Traffic/Safety Coordinator
Brian Barnes, Senior GIS Analyst (letter only)
Bryan Parnell, Fire Chiefs' Association
Martin Polowy, Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville School District

RECEIVED
JUN 23 2023
TOWN OF AMHERST
BUILDING DEPT

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN – FOR 5.09± ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL TO COMMERCIAL/MIXED-USE; **BCPA-2023-01**; PROPERTY LOCATED AT **1635 & 1639-1641 NORTH FRENCH ROAD.** TLH PROPERTY MANAGEMENT INC., PETITIONER.

REVIEW:

☑ No concerns with request

☐ The following additional information is required to complete review: _____

_____

☐ Request is not reviewable because: _____

_____

☐ General comments relative to your agency's interests: _____

_____.

Please provide comments by **June 28, 2023**

Please call the Planning Department contact above if additional information is required (631-7051).

Reviewed By: Kristie B Hall **Date:** 7/10/23

SM/ac
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-01_(1635_&_1639-1641_North_French_Rd)\BCPA-2023-01_BCPA_Transmittal_062223.doc
cc: Torey L. Hirsch, 1641 North French Road, Getzville, NY 14068
Ari Goldberg, Barclay Damon LLP, 200 Delaware Ave., Suite 1200, Buffalo, NY 14202

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

Amherst

Town of Amherst Planning Department

9900421A

Erie County, New York

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AIC
Assistant Planning Direct

June 22, 2023

RECEIVED
AUG 08 2023
TOWN OF AMHERST
PLANNING DEPT.

TOWN OF AMHERST
ENGINEERING
DEPARTMENT
2023 JUN 26 P 12:35

TO: Timothy Koller, Deputy Town Clerk
Roberta Rappoccio, Associate Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Supt. of Hwys/Mark Gortzig Crew Chief
Chris Schregel, Traffic/Safety Coordinator
Brian Barnes, Senior GIS Analyst (letter only)
Bryan Parnell, Fire Chiefs' Association
Martin Polowy, Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville School District

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REVIEW:

☐ No concerns with request

☐ The following additional information is required to complete review: _____

☐ Request is not reviewable because: _____

☒ General comments relative to your agency's interests:

The Amherst Traffic Safety Board (ATSB) repeatedly reviews traffic safety related concerns related to the number of access and conflict points on N. French Road in this immediate area. ATSB does not agree with the addition of another driveway in this area, and recommends that access management techniques such as driveway consolidation be pursued.

Reviewed By: C. Schregel **Date:** 8/7/23

SM/ac
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-01_(1635_&_1639-1641_North_French_Rd)\BCPA-2023-01_BCPA_Transmittal_062223.doc
cc: Torey L. Hirsch, 1641 North French Road, Getzville, NY 14068
Ari Goldberg, Barclay Damon LLP, 200 Delaware Ave., Suite 1200, Buffalo, NY 14202

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

TOWN OF AMHERST

ASSESSOR'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7038
FAX 716-631-7144

Emily A. Murphy
Assessor
emurphy@amherst.ny.us

MEMORANDUM

TO: Daniel Ulatowski, AICP, Associate Planning Director
Douglas Gesel, Supervising Code Enforcement Officer
Jeff Burroughs, Town Engineer
Scott Marshall, Principle Planner

FROM: Bonnie B. Arnold, Real Property Appraiser

DATE: June 23, 2023

SUBJECT: Request to Amend the Bicentennial Comprehensive Plan - 5.09±Acres of Land from Single Family Residential to Commercial/Mixed-Use
Property Location: **1635 & 1639-1641 North French Rd.**
Petitioner: **TLH Property Management Inc.**

No concerns with request

cc: Torey L. Hirsch, 1641 North French Rd., Getzville, NY 14068
Ari Goldberg, Barclay Damon LLP, 200 Delaware Ave., Ste 1200, Buffalo, NY 14202

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

Amherst

Amherst Planning Department — Erie County, New York

Brian J. Kulpa
Supervisor
Daniel C. Howard, A
Planning Director
Daniel J. Ulatowski, A
Assistant Planning Dir

June 22, 2023

TO: Timothy Koller, Deputy Town Clerk
Roberta Rappoccio, Associate Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Supt. of Hwys/Mark Gortzig Crew Chief
Chris Schregel, Traffic/Safety Coordinator
Brian Barnes, Senior GIS Analyst (letter only)
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Integrated Review Coordinator, ECDEP
Williamsville School District

RECEIVED
JUN 23 2023
TOWN OF AMHERST
BUILDING DEPT

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN – FOR 5.09± ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL TO COMMERCIAL/MIXED-USE; **BCPA-2023-01**; PROPERTY LOCATED AT **1635 & 1639-1641 NORTH FRENCH ROAD.** TLH PROPERTY MANAGEMENT INC., PETITIONER.

REVIEW:

☒ No concerns with request

☐ The following additional information is required to complete review: _____

☐ Request is not reviewable because: _____

☐ General comments relative to your agency's interests: _____

Please provide comments by **June 28, 2023**

Please call the Planning Department contact above if additional information is required (631-7051).

Reviewed By: Doug Gesel **Date:** 7/28/23

SM/ac
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-01_(1635_&_1639-1641_North_French_Rd)\BCPA-2023-01_BCPA_Transmittal_062223.doc
cc: Torey L. Hirsch, 1641 North French Road, Getzville, NY 14068
Ari Goldberg, Barclay Damon LLP, 200 Delaware Ave., Suite 1200, Buffalo, NY 14202

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

Amherst

Town of Amherst Planning Department

RECEIVED
JUL 06 2023
TOWN OF AMHERST
PLANNING DEPT.

Erie County, New York

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AI(
Assistant Planning Direc

June 22, 2023

~~TO~~:
Timothy Koller, Deputy Town Clerk
Roberta Rappoccio, Associate Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Supt. of Hwys/Mark Gortzig Crew Chief
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Martin Polowy, Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville School District

RECEIVED
JUN 23 2023
TOWN ATTORNEY

FROM: ~~TO:~~

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN – FOR 5.09± ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL TO COMMERCIAL/MIXED-USE; **BCPA-2023-01**; PROPERTY LOCATED AT **1635 & 1639-1641 NORTH FRENCH ROAD.** TLH PROPERTY MANAGEMENT INC., PETITIONER.

REVIEW:

☒ No concerns with request

☐ The following additional information is required to complete review: _____

_____

☐ Request is not reviewable because: _____

_____

☐ General comments relative to your agency's interests: _____

_____.

Please provide comments by **June 28, 2023**

Please call the Planning Department contact above if additional information is required (631-7051).

Reviewed By: Martin Polowy **Date:** 7/5/23

SM/ac
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-01_(1635_&_1639-1641_North_French_Rd)\BCPA-2023-01_BCPA_Transmittal_062223.doc
cc: Torey L. Hirsch, 1641 North French Road, Getzville, NY 14068
Ari Goldberg, Barclay Damon LLP, 200 Delaware Ave., Suite 1200, Buffalo, NY 14202

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

Amherst

Town of Amherst Planning Department

RECEIVED
JUL 03 2023
TOWN OF AMHERST
PLANNING DEPT.

Erie County, New York

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

June 22, 2023

TO: Timothy Koller, Deputy Town Clerk
Roberta Rappoccio, Associate Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Supt. of Hwys/Mark Gortzig Crew Chief
Chris Schregel, Traffic/Safety Coordinator
Brian Barnes, Senior GIS Analyst (letter only)
Bryan Parnell, Fire Chiefs' Association
Martin Polowy, Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville School District

RECEIVED
Williamsville Central School District
JUN 27 2023
Asst Superintendent for
Finance & Management Services

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN – FOR 5.09± ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL TO COMMERCIAL/MIXED-USE; **BCPA-2023-01**; PROPERTY LOCATED AT **1635 & 1639-1641 NORTH FRENCH ROAD.** TLH PROPERTY MANAGEMENT INC., PETITIONER.

REVIEW:

☑ No concerns with request

☐ The following additional information is required to complete review: _____

_____

☐ Request is not reviewable because: _____

_____

☐ General comments relative to your agency's interests: _____

_____

Please provide comments by **June 28, 2023**

Please call the Planning Department contact above if additional information is required (631-7051).

Reviewed By: _____ **Date:** 6/28/23

SM/ac
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-01_(1635_&_1639-1641_North_French_Rd)\BCPA-2023-01_BCPA_Transmittal_062223.doc

cc: Torey L. Hirsch, 1641 North French Road, Getzville, NY 14068
Ari Goldberg, Barclay Damon LLP, 200 Delaware Ave., Suite 1200, Buffalo, NY 14202

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AIC
Assistant Planning Direc

June 22, 2023

TO: Timothy Koller, Deputy Town Clerk
Roberta Rappoccio, Associate Planner see Planning copy
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Supt. of Hwys/Mark Gortzig Crew Chief
Chris Schregel, Traffic/Safety Coordinator
Brian Barnes, Senior GIS Analyst (letter only)
Bryan Parnell, Fire Chiefs' Association
Martin Polowy, Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville School District

RECEIVED
JUN 29 2023
TOWN OF AMHERST
PLANNING DEPT.

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN – FOR 5.09± ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL TO COMMERCIAL/MIXED-USE; **BCPA-2023-01**; PROPERTY LOCATED AT **1635 & 1639-1641 NORTH FRENCH ROAD.** TLH PROPERTY MANAGEMENT INC., PETITIONER.

REVIEW:

☐ No concerns with request

☐ The following additional information is required to complete review: _____

☐ Request is not reviewable because: _____

☒ General comments relative to your agency's interests: Please see attached letter.

Please provide comments by **June 28, 2023**

Please call the Planning Department contact above if additional information is required (631-7051).

Reviewed By: _____ **Date:** 6/27/23

SM/ac
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-01_(1635_&_1639-1641_North_French_Rd)\BCPA-2023-01_BCPA_Transmittal_062223.doc
cc: Torey L. Hirsch, 1641 North French Road, Getzville, NY 14068
Ari Goldberg, Barclay Damon LLP, 200 Delaware Ave., Suite 1200, Buffalo, NY 14202

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel Ulatowski, AICP
Assistant Planning Director

June 29, 2023

Scott Marshall, Principal Planner
Town of Amherst Planning Department
5528 Main Street
Williamsville, New York 14221

SUBJECT: BCPA-2023-01 Bicentennial Comprehensive Plan Amendment Review

Proposed:	Amend Comprehensive Plan to change land from Single Family Residential to Commercial - Mixed Use
Property located at:	1635, 1639-1641 North French Road
Plans received:	June 22, 2023

Dear Mr. Marshall:

The subject request has been reviewed by staff and resulted in the following findings:

2.2 Vision Statement – "Characteristics of Community"

Staff concurs with the petitioner's response that the proposed use could enhance "community character" by helping to "revitalize older neighborhoods and commercial corridors while accommodating quality new development."

2.3 Key Initiatives – "Aesthetic/Community Character" and "Revitalization"

Staff concurs with the petitioner's response that the use will "apply the design standards to enhance community character," and the use to be designed within the context of surrounding uses.

3.0 Land Use and Development

Section 3.3.2 Commercial-Mixed Use
The subject request does not conflict with policies set forth in Section 3.3.2 Commercial-Mixed Use. The subject parcels are located near a designated "suburban corridor" at Campbell Blvd and North French Road as shown in Figure 6 & 6A above. The proposed use is a small-scale commercial structure to include businesses to serve the surrounding community and fits the scale and function of the existing commercial corridor. The Plan emphasizes the revitalization of the commercial centers and the subject request would expand the "suburban corridor" designation without conflicting with the existing character of the neighborhood.

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

FIGURE 6

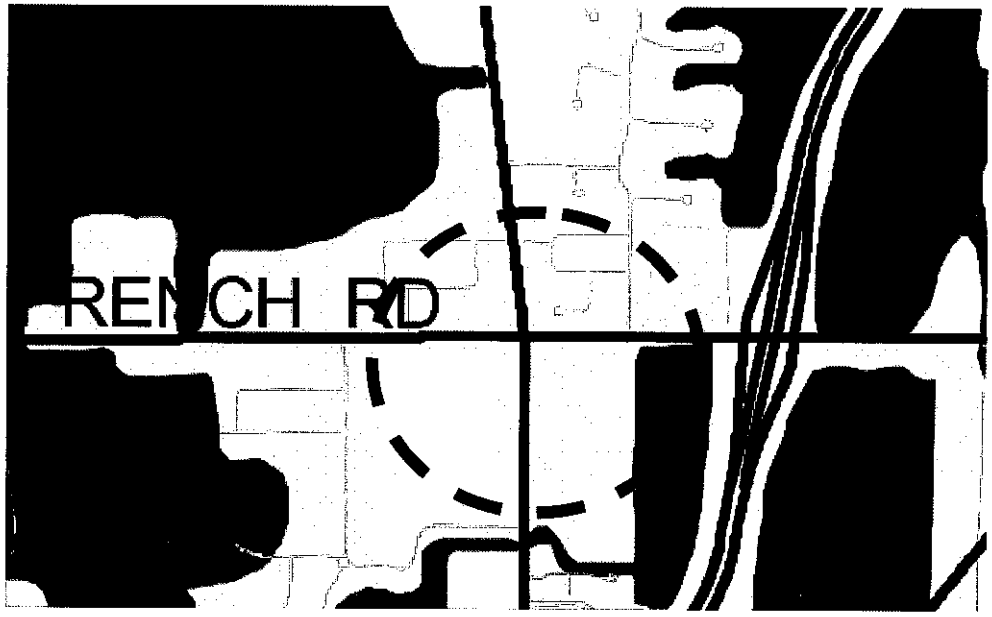


FIGURE 6

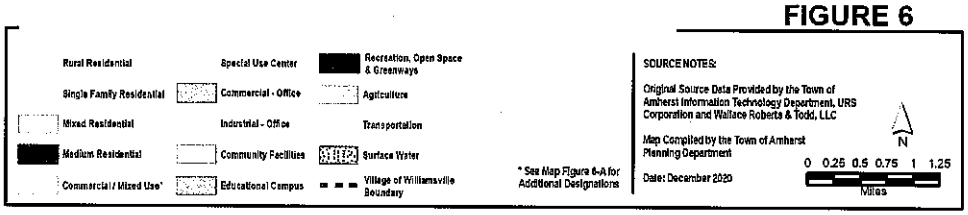


FIGURE 6A

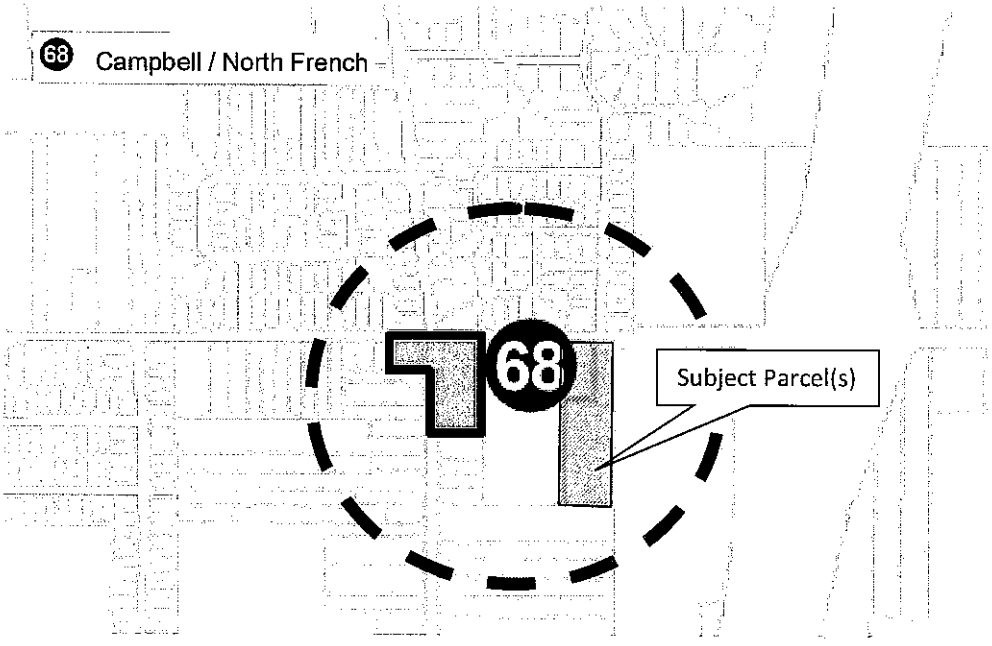
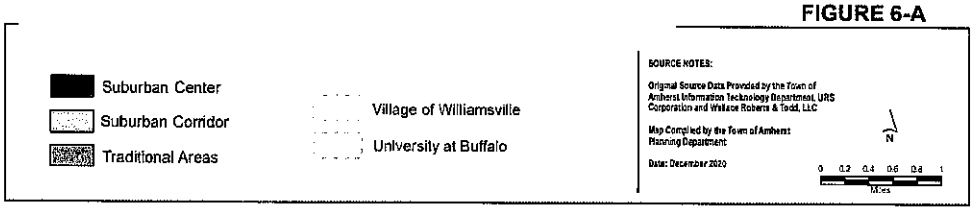


FIGURE 6-A



Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

4.0 Natural and Cultural Resources

The subject request shall have no future implications on the important natural or cultural resources in the area. The commercial-mixed use land use is compatible with the surrounding uses and its proposed design does not impede on any green space, including wetlands, floodplains, woodlands, soils, surface water resources, and historic or cultural resources-the subject parcels are already developed.

5.0 Economic Development

Staff concurs with the petitioner's response

6.0 Transportation

Staff concurs with the petitioner's response

7.0 Infrastructure

Staff concurs with the petitioner's response.

8.0 Housing and Neighborhoods

8.8 Promote the revitalization of older commercial areas as a focus of neighborhood activity.. states that "Commercial revitalization will provide many tangential benefits. Healthy commercial centers positively affect overall neighborhood character."

In addition to the petitioner's response, the subject request if granted may expand the existing commercial corridor to potentially a neighborhood destination, and could reduce pressure for development on nearby vacant land.

9.0 Community Facilities and Services

Staff concurs with the petitioner's response

This is a review only and does not constitute approval of the Request for Amendment to the Bicentennial Comprehensive Plan. Final approval will occur after Planning Board approval and addressing any conditions imposed by that board as part of their approval and issuance of an approved Comprehensive Plan Amendment by this department. Should you have questions regarding this correspondence, please contact Roberta Rappoccio, Associate Planner at rrappoccio@amherst.ny.us or Kim Amplement, Senior Planner at kamplement@amherst.ny.us

Very truly yours,

Roberta Rappoccio
Associate Planner

DH/RR/KA
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-01_(1635_&_1639-1641_North_French_Rd)\Reviews\BCPA-2023-01_LongRange_062823.doc
cc: Torey L. Hirsch, 1641 North French Road, Getzville, NY 14068
Ari Goldberg, Barclay Damon LLP, 200 Delaware Ave, Suite 1200, Buffalo, NY 14202

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

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Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AI
Assistant Planning Direc

RECEIVED
JUN 29 2023
TOWN OF AMHERST
PLANNING DEPT.

June 22, 2023

TO: Timothy Koller, Deputy Town Clerk
Roberta Rappoccio, Associate Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Supt. of Hwys/Mark Gortzig Crew Chief
Chris Schregel, Traffic/Safety Coordinator
Brian Barnes, Senior GIS Analyst (letter only)
Bryan Parnell, Fire Chiefs' Association
Martin Polowy, Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville School District

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN – FOR 5.09± ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL TO COMMERCIAL/MIXED-USE; **BCPA-2023-01**; PROPERTY LOCATED AT **1635 & 1639-1641 NORTH FRENCH ROAD.** TLH PROPERTY MANAGEMENT INC., PETITIONER.

REVIEW:

☒ No concerns with request

☐ The following additional information is required to complete review: _____

_____

☐ Request is not reviewable because: _____

_____

☐ General comments relative to your agency's interests: _____

_____

Please provide comments by **June 28, 2023**

Please call the Planning Department contact above if additional information is required (631-7051).

Reviewed By: Jessica Boudreau **Date:** 6/28/2023

SM/ac
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-01_(1635_&_1639-1641_North_French_Rd)\BCPA-2023-01_BCPA_Transmittal_062223.doc
cc: Torey L. Hirsch, 1641 North French Road, Getzville, NY 14068
Ari Goldberg, Barclay Damon LLP, 200 Delaware Ave., Suite 1200, Buffalo, NY 14202

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AI
Assistant Planning Direc

RECEIVED
JUN 28 2023
TOWN OF AMHERST
PLANNING DEPT.

June 22, 2023

TO: Timothy Koller, Deputy Town Clerk
Roberta Rappoccio, Associate Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
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Brian Barnes, Senior GIS Analyst (letter only)
Bryan Parnell, Fire Chiefs' Association
Martin Polowy, Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville School District

RECEIVED
JUN 23 2023
TOWN ATTORNEY

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN – FOR 5.09± ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL TO COMMERCIAL/MIXED-USE; **BCPA-2023-01**; PROPERTY LOCATED AT **1635 & 1639-1641 NORTH FRENCH ROAD.** TLH PROPERTY MANAGEMENT INC., PETITIONER.

REVIEW:

☒ No concerns with request

☐ The following additional information is required to complete review: _____

_____

☐ Request is not reviewable because: _____

_____

☐ General comments relative to your agency's interests: _____

_____

Please provide comments by **June 28, 2023**

Please call the Planning Department contact above if additional information is required (631-7051).

Reviewed By: Nora B Robshaw **Date:** 6/28/23

SM/ac
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-01_(1635_&_1639-1641_North_French_Rd)\BCPA-2023-01_BCPA_Transmittal_062223.doc
cc: Torey L. Hirsch, 1641 North French Road, Getzville, NY 14068
Ari Goldberg, Barclay Damon LLP, 200 Delaware Ave., Suite 1200, Buffalo, NY 14202

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

Carrato, Amy

From: Palumbo, Gary
Sent: Tuesday, September 12, 2023 11:19 AM
To: Carrato, Amy; Ulatowski, Daniel; Voigt, Thomas J.; Marshall, Scott; Howard, Dan
Subject: FW: 1635 & 1639-1641 North French Road Request to Amend the Bicentennial Comprehensive Plan for 5.09± acres of land from Single Family Residential to Commercial/Mixed Use, BCPA-2023-01

He's a letter for the file

Gary Palumbo, AICP
Associate Planner
Town of Amherst Planning Department

From: Ralph Gattozzi
Sent: Tuesday, September 12, 2023 8:32 AM
To: Palumbo, Gary
Subject: 1635 & 1639-1641 North French Road Request to Amend the Bicentennial Comprehensive Plan for 5.09± acres of land from Single Family Residential to Commercial/Mixed Use, BCPA-2023-01

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Mr. Palumbo,
As a resident of Lake Forest subdivision (North French Road/ Campbell Blvd.) main ingress and egress to the subdivision is at Landings Drive at North French Road. Currently at certain times of the day this can be quite challenging with traffic from the Uniland business park, I-990 access and south bound Campbell Road traffic heading east on North French. Not to mention the cut through traffic that occurs in the evening by those cars wanting to get to Campbell Road north and avoid waiting for the traffic light at North French and Campbell. Additionally, at times when the soccer fields are in use and the current Gymnastics business is operating it is nearly impossible to exit Landings Dr. Not to mention I have witnessed numerous drivers attempting to pass cars on the left (in the berm) waiting to enter the soccer field or the business.
Has any consideration been given to the traffic impact of adding additional vehicular business volume to this congested intersection and what might be possible solutions to avoid potential safety issues.
Submitted for your comments.
Ralph Gattozzi
20 Brynstone Ct
Amherst, NY 14228
716-689-0036
nyrlg@msn.com
Sent from Mail for Windows

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

Carrato, Amy

From: Jen Kupiec <jen.kupiec@yahoo.com>
Sent: Friday, August 11, 2023 9:09 AM
To: Carrato, Amy
Subject: 1635 n French comments

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

I received the public hearing notice for 1635/1639-41 north French road.

I have a few concerns as we are continuing to cut down trees in the town. This affects our wildlife tremendously and our climate. We are also becoming very overpopulated where we are seeing it in our schools with these new builds.

A plaza at that location is going to add to an already difficult traffic situation on N. French Rd. between Millersport and Campbell Boulevard. The road already cannot handle existing traffic in that area and there is a dangerous condition, exiting the landings development and across from the gymnastics facility that should really have a traffic light. Could this be looked into and addressed as well?

Retail development is going to make that traffic situation impossible and become even more dangerous. In addition, the retail Plaza will contribute noise and pollution to homes in the surrounding neighborhoods. It would be better utilized in the already crosspoint business section.

Thank you for hearing my thoughts.
~Jen

Attachment: BCPA-2023-01_TB letter packet 100223 (RES-2023-802 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan)

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 27999 **RESOLUTION 2023-775** **ADJOURNED**

Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road

Request for a special use permit for a Tier III Solar Energy System at 800 & 850 New Road.

9/18/2023
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The public hearing was opened at 7:10 PM.

Marc Kenward of Erdman Anthony & Leigh McEntire of Sol Source Power LLC, presented.

The following speakers opposed the project:
Sally Blazynski, 905 New Rd
Heidi Wagonblott, 885 New Rd
Christopher Wyles, 861 New Rd

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The public hearing was adjourned at 7:50 PM.

10/2/2023
A motion to adjourn was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

Amherst
Town of Amherst Planning Department
Erie County, New York

Brian J. Kulpa
Supervisor

Daniel C. Howard,
Planning Direct

Daniel J. Ulatowski,
Assistant Planning Di

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

Town Board Agenda of September 18, 2023

September 12, 2023

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

Subject: Request for a Special Use Permit for a Tier III Solar Energy System; property located at 800 & 850 New Road, Sol Source Power LLC, Petitioner. (SP-2023-01).

Honorable Members:

The project consists of the construction of a Tier III Solar Energy System (5Mw of power) that includes an access road, the solar array equipment and associated pads interior to the site. The array will be located on 27.52 ± acres of the total 51.98 ± acres of land. A fence will surround the entire project site and vegetative screening will be used along all property lines to conceal the array.

The subject property is a 51.98 ± acre rectangular parcel located on the west side of New Road approximately 800 ± feet north of its intersection with Millersport Highway. The subject site is vacant with scattered trees. The site includes two (2) Federal Jurisdictional Wetland areas and is located within the 100-Year Floodplain. New Road is an Erie County roadway, classified as a collector roadway in Figure 9 of the Bicentennial Comprehensive Plan.

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

HISTORY OF PREVIOUS REZONING REQUESTS / SITE PLAN ACTIONS:

Rezoning:

The subject site was zoned Suburban Agriculture (SA) with the adoption of the Town wide Zoning Map & Ordinance on January 19, 1976.

Z-1984-26:
A request to rezone land (3.4± acres) at 800 New Road from Suburban Agriculture (SA) to General Business (GB) for the establishment of a nursery-garden center was approved by the Town Board on December 3, 1984 subject to the following deed restriction;

1. That said parcel, together with any additions or improvements thereon, shall solely and exclusively have a primary use as a nursery and secondary use as a landscaping contract business only as started above, and shall not be at any time devoted to any other business use unless consented to or approved by the Town Board of the Town of Amherst.

Honorable Town Board

Request for a Special Use Permit;
Property located at 800 & 850 New Road
Agenda of September 18, 2023

Z-1984-26_A:
A request to remove a declaration of restrictions imposed as part of a rezoning decision limiting use to nursery and landscaping business was approved for the property located at 800 New Road by the Town Board on March 20, 2023.

Z-2022-12:
Request to rezone 3.4± Acres of Land from GB to SA for the property located at 800 New Road was approved by the Town Board on March 20, 2023.

Site Plans:

SP-1985-03	A site plan for the construction of a 1,140 sq. ft. building with 11 parking spaces for a nursery with retail sales on 3.26 +/- acres of land zoned GB was approved by the Planning Board on January 17, 1985.
SP-1985-03_A	Proposal to construct a one-story, 1,728 sq. ft. building with 15 parking spaces on approx. 3 acres of land zoned GB was approved by the Planning Board on November 19, 1987.

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

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN
Section 3.3.8 of the Bicentennial Comprehensive Plan states:

> *"Ensuring the long-term viability of agricultural and farming operations is key to maintaining diverse neighborhoods including those with rural character."*

The subject parcel is located within 500 feet of an Erie County Agricultural District and consists of soils that are of statewide importance for farming. A decommissioning plan has been submitted that documents the required procedure to return the land to the state in which it exists prior to development. The proposed use is not a farming activity, however the applicant is required to co-locate an agricultural use, such as an apiary or sheep grazing. The long-term viability of the land to be an agricultural use will not be threatened by the proposed use as a Tier III Solar Energy System and therefore is consistent with the Bicentennial Comprehensive Plan.

Section 4-7 of the Bicentennial Comprehensive Plan states:

> *"Apply best management practices (BMP's) to reduce water quality impact of development."*

Preserve natural vegetation and institute clearing limits for new construction.

The subject project contains two jurisdictional wetlands, Wetland 1, which is 0.92± acres and Wetland 2, which is 11.36± acres. Within Wetland 2, 2.18± acres of trees will be removed as part of the subject solar project. Mitigation for impacts to the wetland habitat for such tree losses should be sought by the Town.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE
The proposed Tier III Solar Energy System is consistent with Section 3-3-1 of the Zoning Ordinance which establishes the purpose of the Suburban Agriculture district as providing areas for the development of uses that include farms, farm-related activities and non-intensive compatible uses. A Tier III Solar energy system is a non-intensive farm compatible use and therefore is consistent with the intent of the zoning district.

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

Honorable Town Board

Request for a Special Use Permit;
Property located at 800 & 850 New Road
Agenda of September 18, 2023

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The project is located in the Suburban Agriculture (SA) zoning district; neighboring uses are single family residential on the east, west, and south zoned SA, vacant land to the north zoned SA, and vacant land to the east and south zoned Traditional Neighborhood Development District (TND); therefore, the project is consistent with surrounding land use and zoning designations.

ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the proposed rezoning are available and adequate at the subject location. This is a Type I action, and an environmental assessment consistent with SEQR has been prepared for the subject proposal.

The applicant, as required in §203-6-10-7B3(d)(5) has provided confirmation from National Grid for establishment of interconnection to the grid. The applicant has also submitted an Operations and Maintenance Plan that outlines the applicant or their contractor's responsibility for maintaining each component of the system in working condition on a regular basis including inspections on an annual or semi-annual schedule. The Operations and Maintenance Plan also outlines applicable safety requirements for the maintenance of the system.

RECOMMENDATION

The Planning Board at their meeting of August 17, 2023 held a public hearing and approved a site plan for the subject request, and pursuant to Local Law #3-82, as amended, made a determination that the requirements of SEQR have been completed and issued a Negative Declaration for the subject site plan.

Tier III Solar Energy Systems are a permitted use subject to the issuance of a Special Use Permit by the Town Board pursuant to §203-8-6-1D of Town Code,

The Planning Department requests that if the Town Board desires to act on the Special Use Permit request, that a decision date be established after the public hearing so that the Planning Department can prepare a determination of environmental significance pursuant to SEQR, and prepare a resolution for the Town Board's consideration. The petitioner has not yet met with the Amherst IDA to discuss terms of a P.I.L.O.T. Agreement or a Community Benefit Agreement. The Town Board is encouraged to delay a decision date until the Amherst IDA has a draft P.I.L.O.T. and Community Benefit Agreement from the petitioner. Additionally, as a condition of Special Permit approval, the petitioner should provide a wetland habitat restoration plan for the 2.18± acres of tree removal that are proposed within jurisdictional wetland 2.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/TV/ac
Att.
X:\Current_Planning\Files\Site Plans\2023\SP-2023-01_(800_&_850_New_Road)_2023\SP-2023-01_TB_Letter.docx
cc: Martin Polowy, Town Attorney

Planning Board Approval August 17, 2023
Ayes 6; Noes 0; Absent 1

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard,
Planning Direct

Daniel J. Ulatowski,
Assistant Planning Di

'23 AUG 25 AM9:45

SEQR
Negative Declaration

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Planning Board	**Project:**	SP-2023-01
Address:	5583 Main Street Williamsville, NY 14221 (716) 631-7051	**Date:**	August 17, 2023

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: Site Plan Review

SEQR Status: Type 1 Action

Description of Action: The construction of a Tier III Solar Energy System (5Mw of power) that includes a solar array, an access road and associated equipment pads interior to the site. The array will be located on 27.52 ± acres of the total 51.98 ± acres of land and a fence will surround the entire project site. Work will include the site improvements not specifically stated above, including, stormwater, utilities, grading, lighting, paving, and landscaping.

Location: 800 & 850 New Road, Amherst, Erie County

Petitioner: Sol Source Power, LLC

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

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REASONS SUPPORTING THIS DETERMINATION

Based on information submitted by the applicant including a Full Environmental Assessment Form (EAF) - Part I, (as amended) and a complete site plan application, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that this action will not have a significant impact on the environment, as follows:

1. The Engineering Department on April 18, 2023 reviewed the Grading, Drainage and Utility, and Erosion Control Plans submitted on April 14, 2023. A Custom Soil Resource Report for the subject site was prepared by the United States Department of Agriculture with the National Resources Conservation Services and submitted to the Planning Department on January 23, 2023. 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 Stormwater Pollution Prevention Plan (SWPPP) submitted on July 20, 2023 was also reviewed. Based on its review of these documents, the Stormwater Management Officer has determined that the project has or will have met all applicable requirements and has no objection to its approval.

2. The Planning Department reviewed a Landscape Plan submitted on July 18, 2023 and determined that it meets or exceeds Zoning Ordinance requirements for greenspace. The Landscape Plan has or will have met all Zoning Ordinance and Town requirements for landscaping.

   A Forestry Assessment Report prepared by Keister Consulting Inc., stated that the removal of tress on the subject site is justified due to the lack of significant trees both in size and health. It was further stated that many of the existing trees are being negatively impacted by insects and that the existing groundcover would prohibit the growth of new trees.

   Further, a Habitat Assessment Report was prepared by Earth Dimensions Inc., concluded that the subject site contains a potentially suitable habitat for the Monarch Butterfly and the Northern long-eared Bat. In response, the petitioner has agreed to use a wildflower seed mix to mitigate for the potential impacts to the Monarch Butterfly' habitat. The New York State Department of Environmental Conservation (NYSDEC) in their letter dated May 23, 2023, states that there is "no records of rare or state-listed animals or plants, or significant natural communities at the project site or in its immediate vicinity".

   Therefore, the project will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources.

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

'23 AUG 25 AM9:45

3. The project is not expected to create any substantive conflict with the Town Comprehensive Plan. The Planning Department in their review of August 1, 2023 has reviewed the application documents and Building Department in their review of April 19, 2023 has reviewed the application documents and determined that the subject project has or will have met all International Building Code – 2015 and Zoning Ordinance regulations.

4. The project is within an area identified by the State as having potential archaeological or historical significance. A Phase 1 Archeological Investigation was prepared by Hartgen Archeological Resources and received by the Planning Department on July 18, 2023 concluded that the project will not have a significant impact on historical or cultural resources. The NYS Office of Parks, Recreation and Historic Preservation has reviewed the project and, as stated in their letter of June 13, 2023, determined that there will be no impact on these resources.

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The project is located in the Suburban Agriculture (SA) zoning district; neighboring uses are single family residential on the east, west, and south zoned SA, vacant land to the north zoned SA, and vacant land to the east and south zoned Traditional Neighborhood Development District (TND); therefore, the project is consistent with surrounding land use and zoning designations.

6. The proposed subject development will include the construction of a Tier III Solar Energy System which will not cause a major change in the use of either the quantity or type of energy.

7. The project will not create any hazard to human health. The Fire Chief's Association on April 21, 2023, has reviewed the project and has no objection to the approval of the site plan, as all requirements of this agency has or will have been met.

8. The project will not cause a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses. The use of sheep, goats, lambs or practices such as Apiculture is required to be incorporated into the project to maintain an agricultural use of that land. Further, a vegetative management plan has been submitted and reviewed by the Town's Landscape Architect that includes the preservation of existing vegetation and soils. The construction of a Tier III Solar Energy System on approximately 53% of the subject site (27.52 out of 51.98 acres) will be consistent with the scale of surrounding land uses.

9. The function of the proposed construction of a Tier III Solar Energy System will not significantly increase the number of people using the site over its previous level of use.

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

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10. Review by the Town Traffic/Safety Board dated April 20, 2023, and NYSDOT dated February 2, 2023, indicates that significant negative traffic impacts are not expected to result from the proposed project.

11. A coordinated review of the project has been undertaken by Town Departments, in addition to those mentioned above, Highway on March 27, 2023, Assessor on February 2, 2023, , and Right-of-Way Agent on February 2, 2023 along with outside agencies including the Erie County Department of Environment and Planning on February 22, 2023, New York State Department of Transportation on February 2, 2023, New York State Department of Environmental Conservation on February 9, 2023, and the New York State Office of Parks, Recreation and Historic Preservation on June 13, 2023. These reviews have not identified any significant environmental issues and indicate that the proposal will not have a significant damaging impact on the environment.

12. Issues not specifically mentioned above and/or those not specifically reviewed were not raised by Town departments, outside agencies or the public and are not determined to cause significant negative environmental impacts.

Planning Board Approval
Moved by: Chmiel; Seconded by: Kahn Ayes 6, Noes 0, Absent 1 (Raffaele)

Thomas J. Voigt, Assistant Planner — Date 8/24/23

Robert J. Gilmour, Planning Board Chair — Date 8/24/23.

TV/ac
X:\Current_Planning\Files\Site Plans\2023\SP-2023-01_(800_&_850_New_Road)_2023\SP-2023-01_neg dec_081723.docx
cc: Commissioner of Building
Town Engineer
Fire Chiefs'
Highway
Traffic/Safety
ECDEP
NYSDEC
Steve Long, Sol Source Power, 1 Washington Place, Troy, NY 12180
Marc Kenward, Erdman Anthony Consulting, 145 Culver Rd., Ste. 200, Rochester, NY 14620

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

TOWN OF AMHERST
PLANNING BOARD
SITE PLAN RESOLUTION
SP-2023-01

PETITIONER

Sol Source Power, LLC
1 Washington Place
Troy, NY 12180

PROPERTY LOCATION

800 & 850 New Road

'23 AUG 25 AM9:46

WHEREAS, the Town of Amherst Planning Board on Thursday, August 17, 2023 held a public hearing on a Site Plan for the construction of a Tier III Solar Energy System, and

WHEREAS, the Planning Board reviewed the plans and specifications for the proposed project, and

WHEREAS, the Site Plan was referred to the Town's various review agencies, and

WHEREAS, in accordance with Section 8-7-9 of the Zoning Ordinance, the Planning Board finds that:

A. The proposed site plan is consistent with the development plan if one is required.

B. The proposed site plan is consistent with the purpose and specific requirements of the Zoning Ordinance and generally consistent with the policies of the Comprehensive Plan.

C. Adequate services and utilities will be available prior to occupancy.

D. The site plan is consistent with all other applicable laws.

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

F. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act is required since hydric / potentially hydric soils have been identified on the parcel.

NOW THEREFORE BE IT RESOLVED that in accordance with 6 NYCRR, Part 617 and Local Law #3-82, as amended, the Planning Board has issued a Negative Declaration attached hereto, and

NOW THEREFORE BE IT FURTHER RESOLVED that the Planning Board, in accordance with Section 8-7 of the Zoning Ordinance approves said Site Plan subject to the following conditions:

1. That the consideration of signs is specifically excluded from this approval as they require a separate review and approval by the Town.

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

TOWN OF AMHERST
PLANNING BOARD
SITE PLAN RESOLUTION
SP-2023-01

PETITIONER

Sol Source Power, LLC

PROPERTY LOCATION

800 & 850 New Road

'23 AUG 25 AM9:4

2. That all dumpsters/trash containers and all mechanical equipment, utility structures, multiple meter boards, generators, and similar appurtenances, including those which are mounted on any part of a primary structure shall be appropriately screened with a fence, wall, and/or landscaping. Provide gate on dumpster enclosure that shall be closed whenever dumpster is not being serviced, enclosure shall be high enough to screen the dumpster(s) within.

3. That as-built record drawings, including location of utilities, be provided to the Engineering Department prior to issuance of a Certificate of Occupancy by the Building Department.

4. At the time of inspection for the certificate of compliance, the Town can require supplemental plantings in accordance with §203-7-2-4B(a) of Town Code to satisfy buffer and screening requirements.

5. The parcels located at 800 & 850 New Road to be merged prior to issuance of final approved site plan drawings.

6. That the petitioner is required to mitigate any glare produced by the array along Hopkins, Smith, New Roads and Millersport Highway by supplementing the existing vegetative screening with additional line-of-sight plantings on the subject site if complaints relating to glare are received by the Building Department.

7. That the petitioner provide a copy of any and all USACOE, USFW, and NYSDEC permit applications to the Planning Department when filed.

8. Tree removals outside of the fenced compound will not be authorized without evidence that such removals are necessary for the operation of the solar arrays.

9. That the petitioner or petitioner's contractor obtain any and all permits from the Erie County Department of Public Works- Highways Division for any work within the New Road right-of-way.

10. That the petitioner satisfy the requirements of the Stormwater Management Officer in their review letter dated May 2, 2023 to the satisfactory of the Officer.

11. That the petitioner provide documentation of the co-location of an agricultural use as required by §203-6-10-7B(8) of Town Code.

12. That any potentially hazardous metals in the solar panels be securely contained in the event of a breakage or fire.

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

TOWN OF AMHERST
PLANNING BOARD
SITE PLAN RESOLUTION
SP-2023-01

PETITIONER

Sol Source Power, LLC

PROPERTY LOCATION

800 & 850 New Road

'23 AUG 25 AM9:46

13. That the Town Board issue a Special Use Permit pursuant to §203-8-6-1(D) of Town Code.

The foregoing resolution was adopted by the Town of Amherst Planning Board, August 17, 2023; moved by Chmiel; seconded by Kahn; ayes 6, noes 0; absent 1 (Raffele).

Robert J. Gilmour, Planning Board Chair

8/24/23
Date

TV/ac
X:\Current_Planning\Files\Site Plans\2023\SP-2023-01_(800_&_850_New_Road)_2023\SP-2023-01_resolution_081723.doc
cc: Commissioner of Building
Town Engineer
Fire Chiefs
Traffic/Safety
Highway Superintendent
ECDEP
NYSDEC
Steve Long, Sol Source Power, 1 Washington Place, Troy, NY 12180
Marc Kenward, Erdman Anthony Consulting, 145 Culver Rd., Ste. 200, Rochester, NY 14620

Approved Plan: Erdman Anthony
Received: July 18, 2023

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Major Site Plan Review

For Official Use

File #: _____ **Acreage** _____ **Fee $** _____

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Materials Received by Planning Department _____ RECEIVED BY DATE

Fee Paid to Town Clerk _____ RECEIVED BY DATE

Site Plan Review		**Fill In Applicable Fees**
1 acre or less	$1,250.00	_____
Each additional acre or fraction thereof	$ 650.00/acre	_____
Amendments to Site Plans	$1,200.00	_____
Request for Relief of / Change to Conditions of Site Plan Approval	$1,200.00	_____
Request for Extension of Site Plan Approval	$ 450.00	_____
Stormwater Pollution Prevention Plan		
1 - 4.99 Acres	$ 500.00	_____
5 - 10 Acres	$ 750.00	_____
>10 Acres	$1,000.00	_____
Affidavit Fee for Public Hearing	$ 15.00	_____
	TOTAL FEE:	$_____

To Be Completed By Applicant

Petitioner:

Name: New Road Solar 1, LLC; c/o Sol Source Power [contact -Steve Long]

Address: 1 Washington Place

Troy (city) NY (state) 12180 (zip code)

Phone: (603) 455-9483 Fax: _____

E Mail: Steve@solsourcepower.com

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

Representative (Architect, Engineer, Landscape Architect, Surveyor, or Attorney):

Name: Erdman Anthony Consulting Engineers [contact - Marc Kenward]

Address: 145 Culver Rd., Suite 200

Rochester (city) NY (state) 14620 (zip code)

Phone: (585) 427-8888 Fax:

E Mail: KenwardMD@erdmananthony.com

Project Location (must be verified by Town Assessor's Office):

Address: 850 New Road, Amherst, NY 14228 &

800 New Road, Amherst, NY 14228

SBL No(s): 16.00-2-14.1 & 16.00-2-14.2

Project Name: New Road Solar 1, LLC.

Project Description: The proposed project will construct and operate a 5 Mw (AC) ground-mounted utility grade solar energy system on 28.77 +/- acres of a combined parcel area of 51.98 acres of agricultural land.

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

If this petition is an amendment to a previously approved site plan, please describe the proposed changes (include type and size of existing structures and number of existing parking spaces):

	existing	proposed	total
Gross Floor Area (non-residential):			
Gross Floor Area Residential:			
Number of Residential Units:			
Number of Parking Spaces:			

Acreage of Parcel: 40.468 Acres (850 New Road)

(list each parcel separately) 11.511 Acres (800 New Road)

Frontage on Public Roads: 60 ft

(list each road separately)

Existing Zoning District(s) Suburban Agricultural & General Business

Current Planning/Application Forms 2019/Major Site Plan Application Form 2019
REVISED February 2021

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

Site Plan Submittal Requirements and Checklist

The following checklist outlines the information required by the Planning Department to accept a Site Plan application for review. ***It is strongly recommended that you make an appointment with Planning Staff to determine which items apply to your application***.

Item No.	Item	Submitted	Official use
I	**Basic Drawing Information**		
1.0	**Drawing size not to exceed 24" x 36"**		
2.0	**Title of Drawing**		
3.0	**Name and address of Applicant**		
4.0	**Name of person preparing drawing**		
5.0	**Wet seal/raised seal and signature of NYS licensed architect, engineer, landscape architect, or surveyor (as applicable)**		
6.0	**Project address**		
7.0	**Zoning of subject property and adjacent parcels**		
8.0	**North point, scale, date, and revision date(s)**		
9.0	**4" x 6" reserved area in lower right hand corner for official Town use**		
II	**Structures, Paved Areas, & Open Space**		
1.0	**Existing and Proposed Streets**		
1.1	Names of all existing and proposed streets		
1.2	Width and radii of proposed curb-cuts		
1.3	Existing curb-cuts on adjacent and opposite properties		
1.4	Show ROW width, pavement dimensions, lane widths, pavement markings, and proposed signage on proposed streets		
1.5	Show proposed ROW consistent with planned NYSDOT, Erie County, or Town road projects (if applicable)		
1.6	Show location of proposed cross access to adjacent parcels along with a draft easement		
1.7	Designation of Fire Lanes (if applicable)		
1.8	Fire apparatus access roads		
1.9	Label any proposed roads as public or private		
1.10	Location and dimensions of sidewalks		
1.11	Typical cross sections and profiles of proposed streets, pedestrian walkways, and bikeways		
2.0	**Proposed Structures**		
2.1	Location and complete dimensions of proposed structures		
2.2	Setback dimensions of structure(s) to all property lines		
2.3	Proposed use of structures		
2.4	Gross square feet area of each structure		
2.5	Location of all building entrances		
2.6	Indicate type of roof construction/materials		
2.7	Location, height, and design detail of existing and proposed fences and walls		
2.8	Location of light standards and building mounted lights		
2.9	Location of dumpster and detail of dumpster enclosure with gate		
2.10	Layout and dimensions of the lot(s) proposed for development		

Town of Amherst Planning Department 5583 Main Street Williamsville-NY-14221
(716) 631-7051- Fax: (716) 631-7153

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

Item No.	Item	Submitted	Official use
II Structures, Paved Areas, & Open Space (cont'd)			
3.0	**Floor Plans with individual rooms and spaces labeled** (fully dimensioned)		
4.0	**Building elevations with height dimensions from finished grade to the highest point of the roof and to midpoint of gable or hip of a pitched roof.** (fully dimensioned)		
4.1	Show screening of mechanical equipment		
5.0	**Parking/Loading/Stacking Areas**		
5.1	Location and complete dimensions of all paved areas		
5.2	Setback dimensions of all paved areas to property lines		
5.3	Dimension of typical parking space and drive aisles		
5.4	Location and layout of handicapped parking spaces & access aisles		
5.5	Detail of vertical signage for handicapped parking and access aisles		
5.6	Indicate minimum parking requirement & number of spaces provided		
5.7	Proposed signage for directing and guiding traffic		
5.8	Curb cut permits from NYS, Erie County, or Town (if applicable)		
5.9	Pedestrian connections (from proposed structures to public sidewalk network)		
6.0	**Location and proposed development of all open spaces, including parks, playgrounds, and open reservations**		
III Utilities and Drainage			
1.0	**Engineers Report** (bound separately from the Stormwater Pollution Prevention Plan [SWPPP])		
1.1	Stamped/sealed and signed by NYS licensed architect or professional engineer		
1.2	Proposed water service sizing, RPZ pressure and fire safety flow and pressure calculations		
1.3	Proposed sanitary sewer facility load calculations (avg. & peak flows) including calculation of the peaking factor		
1.4	Proposed storm drainage facility calculations (see information included with this application)		
2.0	**Grading Plan**		
2.1	Existing and proposed grades indicated (proposed grades may not exceed 1 on 3)		
3.0	**Water Service**		
3.1	Location, size and material of existing and proposed facilities		
3.2	Location of existing and proposed fire hydrant location(s)		
3.3	Indicate use of sprinklers, location of Fire Department connection, and proposed fire protection systems		
3.4	Existing and proposed meter/RPZ size and location		
3.5	Applicable construction details		
4.0	**Sanitary Sewers**		
4.1	Locations, sizes, slopes, inverts, and materials of all existing and proposed facilities		

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

Town of Amherst Planning Department 5583 Main Street Williamsville-NY-14221
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Item No.		Submitted	Official use
III Utilities and Drainage (cont'd)			
4.2	Applicable construction details		
4.3	Proposed water/oil/grease interceptor sizing calculations by a professional engineer (if applicable)		
5.0	**Storm Drainage**		
5.1	Locations, sizes, slopes, inverts, and materials of existing and proposed storm drainage facilities		
5.2	Connection of roof drains to proposed drainage system		
5.3	Applicable Town Standard construction details		
5.4	Existing and proposed swales and ditches		
5.5	Detention area cross-section and high-level elevations		
5.6	County and State approval for tie-in to existing sewers		
6.0	**Stormwater Pollution Prevention Plan (SWPPP) as applicable** (bound separately from the Engineer's Report) **See attached checklist.**		
7.0	**Natural Gas Service**		
8.0	**Location of transformers, generators and other mechanical equipment; include detail drawings (if applicable)**		
9.0	**Downstream Sanitary Capacity Analysis (DSCA) Report** (must be submitted if proposed average flows are greater than 2,500 gallons per day)		
9.1	The DSCA Report must include a detailed downstream sewer capacity analysis and the calculations of and commitment to (via Developer commitment letter) the required financial contribution to the Town's I/I mitigation fund based on peak flow conditions. The contribution must be based on $250 per gallon per minute of mitigated flow		
IV Lighting Plan			
1.0	**Photometric plan showing light spread in foot candles at property lines**		
1.1	Detail of all light standards, including dimension of height from finished grade		
1.2	Detail of all exterior lighting fixtures		
V Landscape Plan			
1.0	**Wet/raised seal and signature of a licensed Landscape Architect**		
2.0	**Provide a calculation of the total Parking area and a calculation of interior parking area in square feet and as a percentage**		
3.0	**Indicate location, size, number and type of proposed landscape materials**		
4.0	**Indicate location, type and size of <u>all</u> existing trees 4" caliper or larger and indicate which will be removed or retained**		
VI Other Required Information/General Requirements			
1.0	**Complete boundary survey that includes all existing structures, acreage, legal description with reference to a property line, street, or other known feature, and easements plotted to scale by a NYS licensed land surveyor**		

Town of Amherst Planning Department 5583 Main Street Williamsville-NY-14221
(716) 631-7051- Fax: (716) 631-7153

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

Item No.		Submitted	Official Use
VI Other Required Information/General Requirements (cont'd)			
1.1	Copies of all easements, reciprocal access agreement or similar leag documents		
2.0	**Topographic Survey with a 30 ft. buffer outside all property lines by a NYS licensed land surveyor**		
3.0	**Draft of any deed restrictions, covenants, provisions for home associations and common ownership, and reciprocal easement agreements (as applicable).**		
4.0	**For assessment purposes, state intent to apply for condominium status (if applicable).**		
5.0	**Completed and signed Environmental Assessment Form**		
5.1	Soil boring report and geotechnical report prepared by a qualified Professional Engineer (if applicable)		
5.2	Traffic Impact Study (if applicable)		
5.3	Archaeological survey (if applicable		
5.4	Wetland Delineation report (if applicable)		
6.0	**Show existing zoning(s) of both the subject property and adjacent parcels on the Site Plan and the Landscape Plan**		
7.0	**Location of NYSDEC wetlands (including buffer area) and/or federal wetlands; indicate jurisdictional status**		
8.0	**Location of Floodway and floodplain** (if applicable)		
9.0	**Documentation pertaining to any conditions of zonings, including copies of required deed restrictions; indicate date of rezoning and the parcel address under which it was rezoned (if applicable)**		
10.0	**Documentation related to any required variances granted by the ZBA**		
11.0	**For residential site plans, provide a statement from the appropriate school district that adequate school sites and facilities are available.**		
12.0	**8 1/2" X 11" reduction of primary site plan drawing (see appendix "B" of application package for specifications)**		
13.0	**A CD containing a PDF of all site plan drawings (Must also be provided with revised drawings)**		
VII Additional Required Information for Projects in the Mixed Use Districts			
1.0	**Design Advisory Board Application**		
1.1	Required for Major Site Plan		
1.2	Required at the Planning Directors Discretion for Minor Site Plans		
2.0	**Block & Street Network Plan**		
2.1	Designation of Core, Local & Alley streets		
2.2	Dimensions of Blocks		
3.0	**Block Usage Plan (as applicable)**		
3.1	Designation of site usage for each block including open space areas		
4.0	**Phasing Plan**		

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

Town of Amherst Planning Department 5583 Main Street Williamsville-NY-14221
(716) 631-7051- Fax: (716) 631-7153

For official use only:

_____
Approved/Date

X:\Current_Planning\Application Forms 2013 Working Doc\Major Site Plan\Site Plan Submittal Requirements and Checklist (3).doc

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

Town of Amherst Planning Department 5583 Main Street Williamsville-NY-14221
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TOWN OF AMHERST
State Environmental Quality Review
ENVIRONMENTAL ASSESSMENT FORM
-- ADDENDUM --

1. For each applicable category of proposed new structures, including additions to existing structures, provide the following information for all soil types on the project site (*according to Soil Survey of Erie County, NY; Table 11, Building Site Development, pp 294-305):*

Soil Name	Shallow excavations	Dwellings without basements	Dwellings with basements	Small commercial buildings	Local roads and streets
Lakemont Silt Loam	severe	severe	severe	severe	severe
Niagara Silt Loam	severe	severe	severe	severe	severe
Odessa Silt Loam	severe	severe	severe	severe	severe

2. If the Soil survey indicates either "severe" or "moderate" suitability for the proposed types of construction, a geotechnical and hydrological analysis based on one test per 3.5 acres of project area must be provided (per Town Board resolution, 3/17/03, amended 6/16/03).

_____ Geotechnical report attached ___✓___ Not applicable Utility Trenching & Electrical Equipment Pads

3. Is your property located: On Youngs Road between Dodge and Klein Roads? ☐ Yes ☑ No
On Wehrle Dr. between Spindrift Dr. and Oakwood Rd? ☐ Yes ☑ No

If so, the property may be within an area of the Town that is affected by a moratorium on connections to the sanitary sewer system.

4. Are there alternative locations on the site for this project? ☐ Yes ☑ No

5. Location and size of real property owned by petitioner within one (1) mile of subject proposal:

_____

_____

6. Are you aware of current or future plans or intentions by others in the Town of Amherst to develop property within 1000± ft. of the present project request: ☑ Yes ☐ No

Describe_____

_____

(Potential environmental impacts from adjacent or nearby projects undergoing the approval process will receive a coordinated environmental review to determine cumulative effects on common receivers (e.g. traffic and drainage corridors) and other relevant environmental concerns.)

7. Maximum number of vehicular trips to be generated per peak hour upon completion of project None
Source: N/A

8. Will blasting occur during construction? ☐ Yes ☑ No

9. Does the project propose to connect and be tributary to the public sanitary sewer system? ☐ Yes ☑ No

10. Proposed net additional gallons per day (gpd) of sanitary sewer discharge upon completion of project:
N/A average flow N/A peak flow.

(Average flows of 2,500 gpd or greater will require an Engineer's Report that includes a detailed downstream sewer capacity analysis and the identification of and commitment to required I/I offset work during peak wastewater flow conditions.)

11. Based on the Town's *2011 Reconnaissance Level Survey of Historic Resources,* is your property 'blue-rated' for historic significance? ☐ Yes ☑ No

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: 800 & 850 New Road Solar Project		
Project Location (describe, and attach a general location map): 800 & 850 New Road, Amherst, NY 14228 (Tax Map No.'s 16.00-2-14.1 & 16.00-2-14.2)		
Brief Description of Proposed Action (include purpose or need): Construct and operate a 5.0 Mw (AC) ground mounted, utility grade solar energy system.		
Name of Applicant/Sponsor: New Road Solar 1, LLC. c/o Sol Source Power, LLC. [contact - Steve Long]	Telephone: (603) 455 - 9483 E-Mail: Steve@solsourcepower.com	
Address: 1 Washington Place		
City/PO: Troy	State: NY	Zip Code: 12180
Project Contact (if not same as sponsor; give name and title/role): Erdman Anthony Consulting Engineers [contact - Marc Kenward]	Telephone: (585) 427 - 8888 E-Mail: KwnwardMD@erdmananthony.com	
Address: 145 Culver Road, Suite 200		
City/PO: Rochester	State: NY	Zip Code: 14620
Property Owner (if not same as sponsor): Anthony Cimato; Cimato Enterprises, Inc.; [contact for both - Ferdinando Cimato, President]	Telephone: (716) 861-3529 E-Mail: cimatoenterprises5647@gmail.com	
Address: 9220 Transit Rd.		
City/PO: East Amherst	State: NY	Zip Code: 14051

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B. Government Approvals

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, or Village Board of Trustees ☐Yes ☑No		
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Town of Amherst Planning Board: Special Use Permit & Site Plan Review	January 2023
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☑Yes ☐No	Town of Amherst Building Department: Floodplain Development Permit	January 2023
e. County agencies ☑Yes ☐No	Erie County Planning Board	TBD
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	NYSDEC GP-0-20-001 for Stormwater Discharges NYS DEC Wetland Permit	TBD
h. Federal agencies ☑Yes ☐No	US Army Corps of Engineers - Nationwide Permit 51 (Renewable Energy) for minor wetland impacts	TBD

i. Coastal Resources.

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

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

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

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

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

If Yes, identify the plan(s):

NYS Heritage Areas: West Erie Canal Corridor

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

If Yes, identify the plan(s):

Town of Amherst Farmland Protection & Agricultural Development Plan - June 2021.

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C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
Suburban Agricultural & General Business (General Business to be rezoned to Suburban Agricultural)

b. Is the use permitted or allowed by a special or conditional use permit? ☑ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☑ No
If Yes,
i. What is the proposed new zoning for the site? General Business to Suburban Agricultural

C.4. Existing community services.

a. In what school district is the project site located? Williamsville Central School District

b. What police or other public protection forces serve the project site?
Amherst Police Department, Erie County Sheriff's Office, NY State Police

c. Which fire protection and emergency medical services serve the project site?
North Amherst Fire Department,

d. What parks serve the project site?
Jurek Park, The Paw Park-Off-Leash Dog Park, Dann Lake Park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Construct and Operate a utility grade (large scale) solar energy project

b. a. Total acreage of the site of the proposed action? 51.98 acres
b. Total acreage to be physically disturbed? 6.834 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 51.98 acres

Project will encompass approximately 28.766 +/- acres of the total parcel area.

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

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

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

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f. Does the project include new residential uses? ☐Yes ☑No
If Yes, show numbers of units proposed.

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

g. Does the proposed action include new non-residential construction (including expansions)? ☐Yes ☑No
If Yes,
i. Total number of structures _____
ii. Dimensions (in feet) of largest proposed structure: _____height; _____width; and _____ length
iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐Yes ☑No
If Yes,
i. Purpose of the impoundment: _____
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐Other specify:
_____
iii. If other than water, identify the type of impounded/contained liquids and their source.
_____
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):
_____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐Yes ☑No
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
If Yes:
i. What is the purpose of the excavation or dredging? _____
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
_____
_____
iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☐No
If yes, describe. _____
_____
v. What is the total area to be dredged or excavated? _____acres
vi. What is the maximum area to be worked at any one time? _____ acres
vii. What would be the maximum depth of excavation or dredging? _____ feet
viii. Will the excavation require blasting? ☐Yes ☐No
ix. Summarize site reclamation goals and plan: _____
_____
_____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☑Yes ☐No
If Yes:
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): Wetland W2. See separately submitted Wetland Delineation Report Dated August 2022.
_____

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ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:
Approximately 0.172 AC of Wetland W2 will be within the fenced solar array. Trees in this area will be cut and stumps removed.

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☑ Yes ☐ No
If Yes, describe: Trees will be cut and tree stumps will be removed.

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☑ No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☑ No
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No
If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No
If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☑ No
If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☐ No
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

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

If Yes:

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

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

If Yes:

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

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

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

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

If Yes:

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

2824 Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. Electrical Equipment Pads and equipment. Note that solar arrays are considered disconnected roof-top draining onto grass meadow. New access drive is permeable stone.

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

Sheet flow across grass meadow. Proposed stormwater run-off is equal to the existing conditions with an overall composite (run-off) curve number (CN) of 79 compared to the existing curve number of 79.

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☑Yes ☐No

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

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

If Yes, identify:

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

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

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

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

If Yes:

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

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

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

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

If Yes:

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

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

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

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

_____

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

If Yes:

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

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

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

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

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

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

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

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

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

If Yes:

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

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

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

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

i. During Construction:

- Monday - Friday: 7:00 am - 6:00 pm
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: Daylight Hours
- Saturday: Daylight Hours
- Sunday: Daylight Hours
- Holidays: Daylight Hours

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

If yes:

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

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

Describe:

n. Will the proposed action have outdoor lighting? ☐ Yes ☑ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

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

Describe:

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

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

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

If Yes:

i. Product(s) to be stored

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

iii. Generally, describe the proposed storage facilities:

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

If Yes:

i. Describe proposed treatment(s):

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

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

If Yes:

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

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

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

- Construction:
- Operation:

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

- Construction:
- Operation:

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s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☐ Commercial ☑ Residential (suburban) ☑ Rural (non-farm)
☑ Forest ☑ Agriculture ☐ Aquatic ☑ Other (specify): General Business

ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.130	0.065	-0.115
• Forested	15.332	9.940	-5.392
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	36.518	40.731	+4.213
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	12.283	12.111	-0.172
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: Pervious Driveway	0	1.243	+1.243

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c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☑ No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☑ Yes ☐ No
If Yes,
i. Identify Facilities:
Amherst Baby & Child Care Center, Inc.

e. Does the project site contain an existing dam? ☐ Yes ☑ No
If Yes:
i. Dimensions of the dam and impoundment:
- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☑ No
If Yes:
i. Has the facility been formally closed? ☐ Yes ☐ No
- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☑ No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☑ No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☐ No

☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____
☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐ Yes ☑ No
If yes, provide DEC ID number(s): _____

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

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v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☑ No

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

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? >6.67 feet

b. Are there bedrock outcroppings on the project site? ☐ Yes ☑ No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Lakemont silt loam	47.5 %
Odessa silt loam	31.5 %
Niagara silt loam	20.1 %

d. What is the average depth to the water table on the project site? Average: 0 to 1.5 feet

e. Drainage status of project site soils:
☐ Well Drained: _____ % of site
☐ Moderately Well Drained: _____ % of site
☑ Poorly Drained 100 % of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: 100 % of site
☐ 10-15%: _____ % of site
☐ 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? ☐ Yes ☑ No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☑ Yes ☐ No

ii. Do any wetlands or other waterbodies adjoin the project site? ☑ Yes ☐ No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☑ Yes ☐ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters Approximate Size _____
- Wetland No. (if regulated by DEC) _____

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

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

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

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

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

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

i. Name of aquifer: _____

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

m. Identify the predominant wildlife species that occupy or use the project site:
Deer, possum, raccoon, skunk
Fox, woodchucks
Songbirds, Turkey, Hawks, blackbirds
Meadow Moles, Field Mice

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

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

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

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

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

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

b. Are agricultural lands consisting of highly productive soils present? ☑Yes ☐No
i. If Yes: acreage(s) on project site? Farmland of Statewide Importance - 48.4% of site. Prime Farmland if Drained - 51.6% of site.
ii. Source(s) of soil rating(s): USDA NRCS Web Soil Survey

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

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

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

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

If Yes:

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

ii. Name: _____

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

_____

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

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

If Yes:

i. Describe possible resource(s): Archaeological Buffer Area

ii. Basis for identification: NYS Office of Parks, Recreation & Historic Preservation - Cultural Resource Information System (CRIS) website

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

If Yes:

i. Identify resource: Jurek Park, The Paw Park-Off-Leash Dog Park, Dann Lake Park, Depeau Park, Billy Wilson Park, Nature View Park, Great Baehre Conservation Park, Amherst Veterans Canal Park, Meadow Lakes Park, Walton Woods Park, and Bassett Park

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

iii. Distance between project and resource: 0.54, 0.68, 1.46, 1.85, 3.18, 3.60, 3.60, 3.70, 3.88, 3.89, and 4.13 miles

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

If Yes:

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

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

F. Additional Information

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

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

G. Verification

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

Applicant/Sponsor Name Marc Kenward Date January 20, 2023

Signature Marc Kenward Title Senior Associate

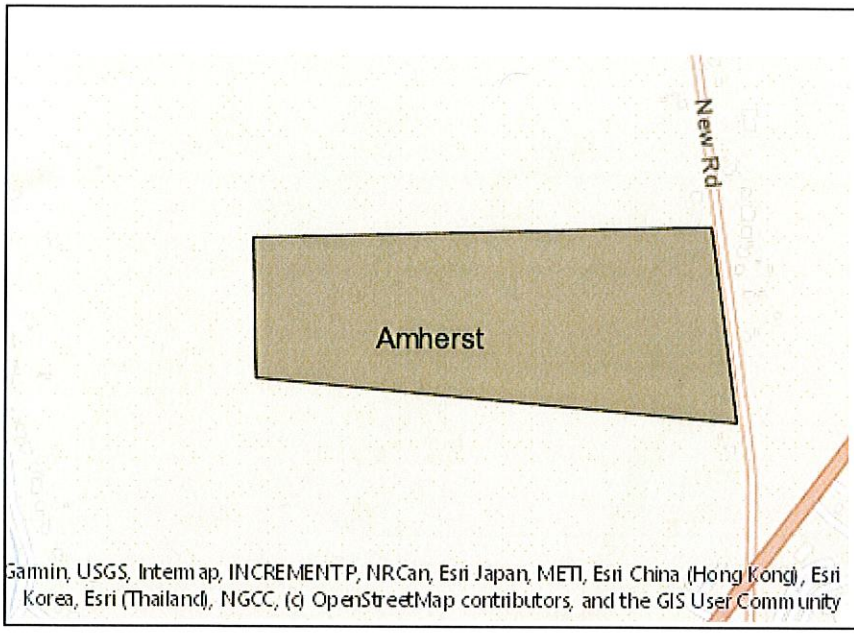
Erdman Anthony Consulting Engineers
145 Culver Road, Suite 200
Rochester, NY 14620 (585) 427 - 8888
KenwardMD@erdmananthony.com

PRINT FORM

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

EAF Mapper Summary Report

Tuesday, November 15, 2022 1:55 PM

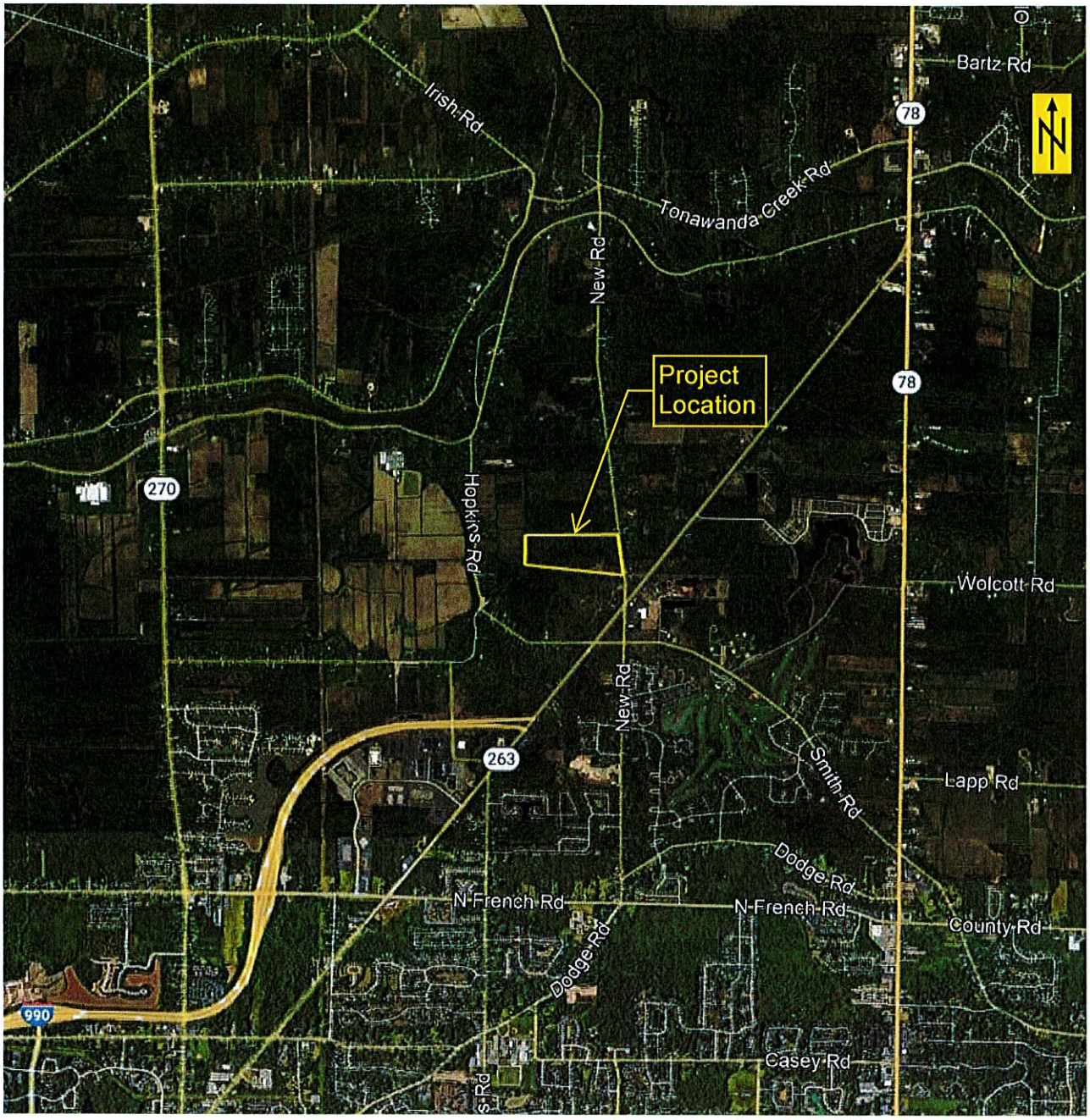


Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the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



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)



ERDMAN ANTHONY

145 Culver Road, Suite 200
Rochester, NY 14620
(585) 427-8888

TITLE:

PROJECT LOCATION MAP

850 & 800 New Road, Amherst, New York

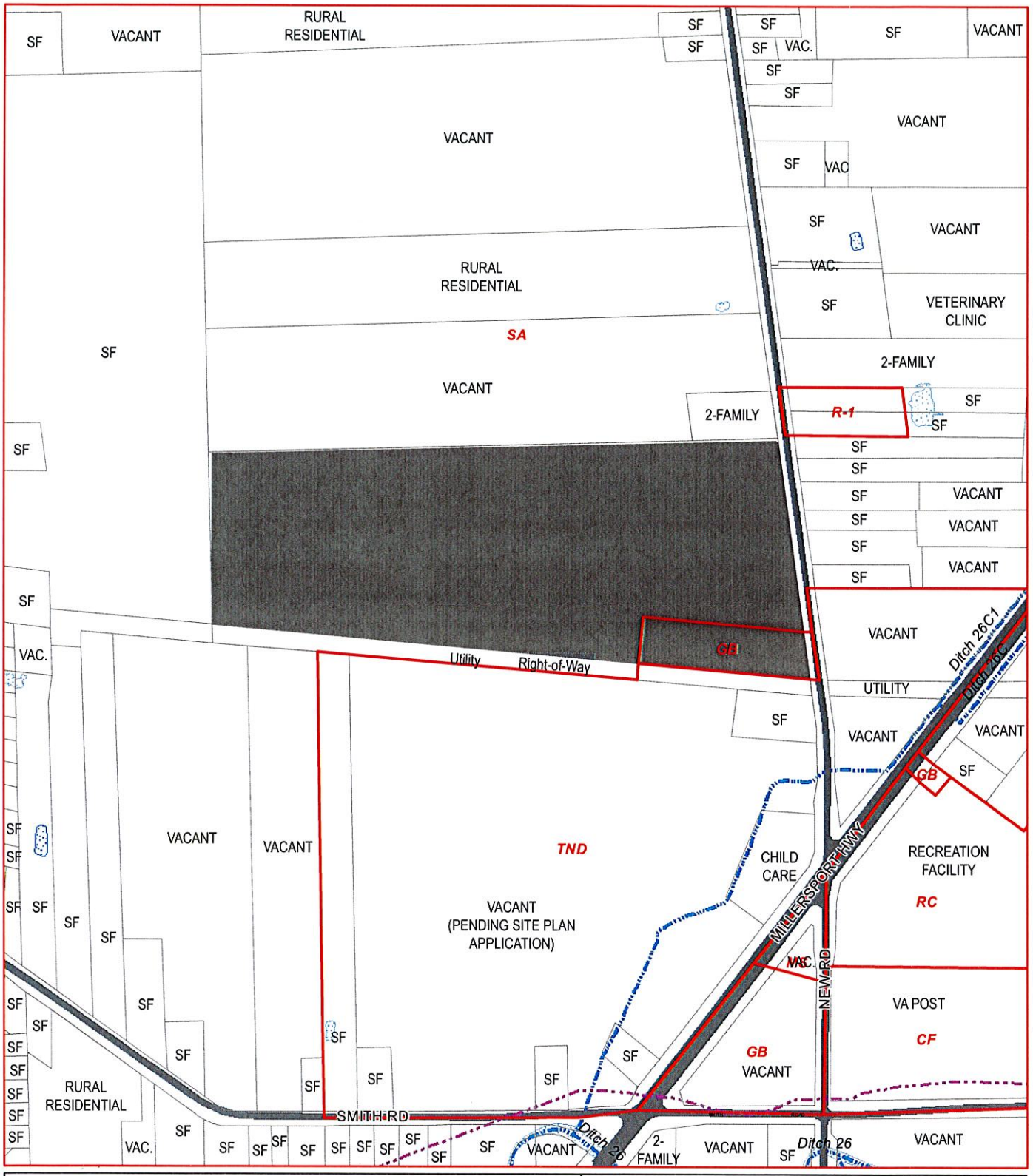
Prepared For: Sol Source Power, Inc.

DRAWING BY:	DATE:	PROJECT:
NA	November, 2022	19720.01

SCALE: NTS

REFERENCE: FIGURE I

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)



SP-2023-01

Proposed Tier III Solar Energy System
Property Located at 800 & 850 New Road

Sol Source Power, LLC, Petitioner

August 17, 2023

800 & 850 New Road

Floodway Boundary

Prepared by the Town of Amherst Planning Department

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

Recommended Plant List

SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	NOTES
DECIDUOUS TREES					
CO	1	Celtis occidentalis 'Prairie Pride'	Prairie Pride Common Hackberry	2½"-3"Cal.	B&B; Grows to 45 feet high, 30 feet wide
NS	3	Nyssa sylvatica 'Wildfire'	Wildfire Blackgum	2½"-3"Cal.	B&B; Grows to 40 feet high, 25 feet wide
QB	3	Quercus bicolor	Swamp White Oak	2½"-3"Cal.	B&B; Grows 50 to 60 feet high and wide
SMALL/ORNAMENTAL TREES					
AI	8	Amelanchier laevis	Allegheny Serviceberry	8-ft. to 10-ft.*	B&B; grows 25-35 feet high
CC	7	Cercis canadensis	Eastern Redbud	8-ft. to 10-ft.*	B&B; grows 20-30 feet high
CH	7	Crataegus crus-galli 'Cruzam'	Crusader Hawthorn	1.5" - 2" Cal. *multi-stem, minimum 3 major stems	B&B; grows 20-30 feet high
SHRUBS					
AA	28	Aronia arbutifolia 'Brilliantissima'	Red Chokeberry	3 ft. high min.	No.5 Cont.; grows 8-12 feet high
CA	40	Corylus americana	American hazelnut	3 ft. high min.	No.5 Cont.; grows 6-10 feet high
RD	66	Cornus alba 'Sibirica'	Red Twig dogwood	4 ft. high min.	B&B; grows 6-9 feet high
SD	40	Cornus amomum	Silky Dogwood	4 ft. high min.	B&B; grows 6-10 feet high
HV	28	Hamamelis vernalis	Vernal Witchhazel	5 ft. high min.	B&B; multi-stem; grows 10-12 feet high
SC	24	Sambucus canadensis	Elderberry	24" high min.	No. 3 Cont.; grows 5-12 feet high
EVERGREEN TREES					
AC	13	Abies concolor	Concolor Fir	5' high min.**	B&B; Full to Ground; grows 40-60 feet high
JV	22	Juniperus virginiana	Eastern Red Cedar	5' high min.**	B&B; Full to Ground; grows 55-60 feet high
PG	24	Picea glauca	White Spruce	5' high min.**	B&B; Full to Ground; grows 40-60 feet high

**Measured from ground to bottom of leader

NOTE: All planting beds and tree saucers shall receive a minimum 3-inch depth of dark shredded hardwood bark mulch

Town of Amherst Zoning Ordinance § 7-2, Landscaping, Buffers and Screening.

Sec. 7-2-6: Buffers and Screening.

Buffering and screening may consist of healthy trees and shrubs existing on the site prior to development providing that they form an immediately effective visual screen at least 36 inches above the grade at the adjacent VUA and that the existing trees and shrubs are thoroughly protected from damage during construction by establishing a work limit line on all site plan drawings. The work limit line shall be delineated in the field prior to site clearing in the vicinity of the required yard area. Supplemental plantings may be required in addition to the existing vegetation as determined by the Planning Board or Planning Director in order to improve the screening properties of the buffer.

LANDSCAPE PLAN

Z-2022-12
800 New Road

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)



New Road: Proposed Conditions at the Time of Planting

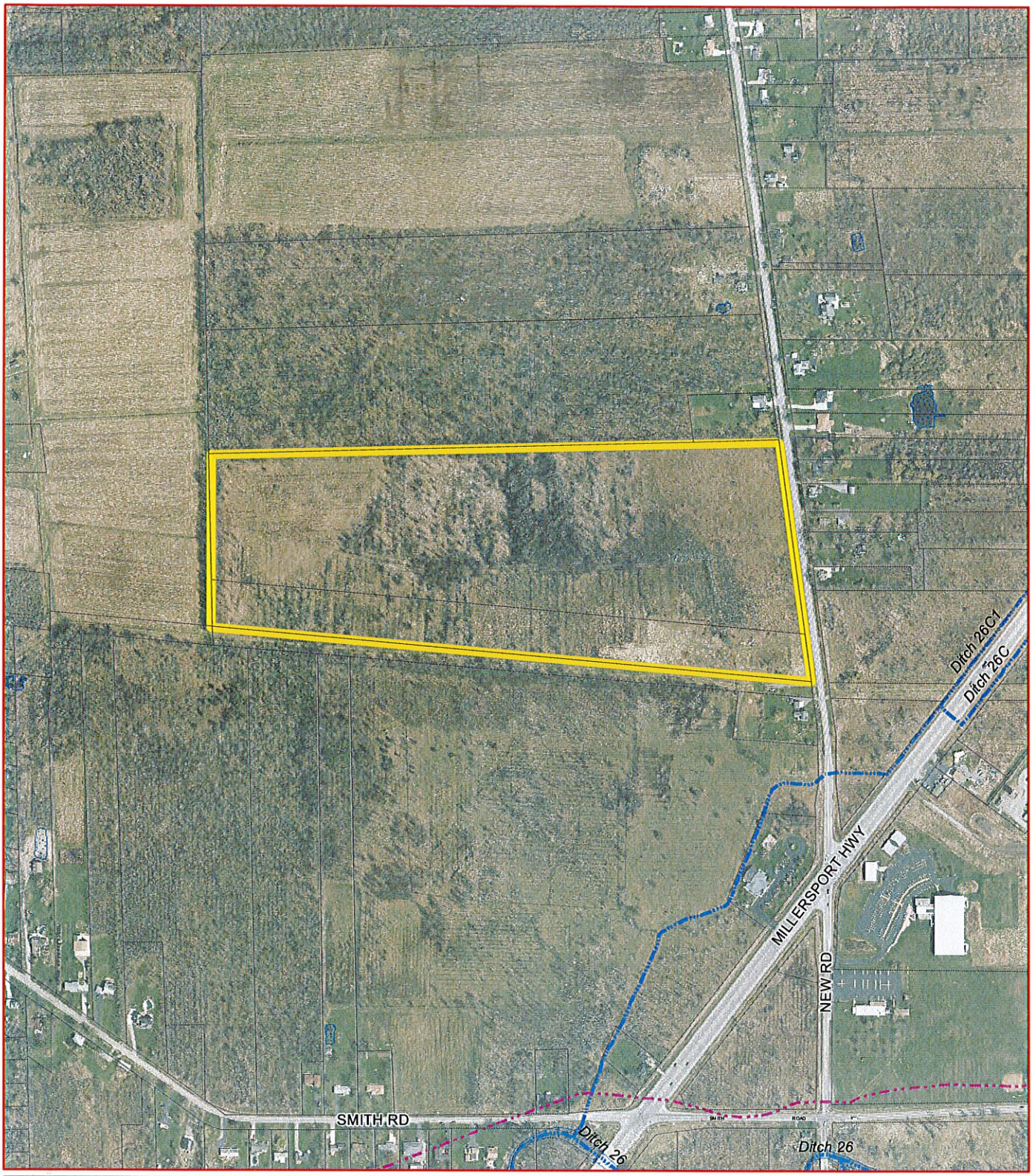


New Road: Proposed Conditions at the Time of Planting

SIMULATIONS

SP-2023-01
800 New Road

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)



SP-2023-01

Proposed Tier III Solar Energy System
Property Located at 800 & 850 New Road

Sol Source Power, LLC, Petitioner

August 17, 2023

800 & 850 New Road

Floodway Boundary

Prepared by the Town of Amherst Planning Department

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

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

August 1, 2023

Steve Long
Sol Source Power
1 Washington Place
Troy, NY 12180

SUBJECT:	Site Plan Review	**SP-2023-01**
	Proposed:	Tier III Solar Energy System
	Property located at:	**800 & 850 New Road**
	Revised plans received:	July 18, 2023
	Architect/Engineer:	Erdman Anthony

Dear Sir or Madam:

Please consider the following comments:

ZONING ENFORCEMENT OFFICER:

Approvable with the following conditions;

1. At the time of inspection for the certificate of compliance, the Town can require supplemental plantings in accordance with §203-7-2-4(a) of Town Code to satisfy buffer and screening requirements.

2. The parcels located at 800 & 850 New Road to be merged prior to issuance at final approved site plan drawing.

3. That the petitioner is required to mitigate any glare produced by the array along Hopkins, Smith, New Roads and Millersport Highway by supplementing the existing vegetative screening with additional line-of-sight plantings on the subject site if complaints relating to glare are received by the Building Department.

4. That the petitioner provide a copy of any and all USACOE, USFW, and NYSDEC permit applications to the Planning Department when filed.

5. Tree removals outside of the fenced compound (within wetlands) will not be authorized without evidence that such removals are necessary for the operation of the solar arrays.

PLANNING DEPARTMENT REVIEW

1. The rezoning and the request for relief of deed restriction on the portion of 800 New Road must be finalized and the special use permit request must be approved by the Town Board prior to issuance of final approved site plan drawings.

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

LANDSCAPE ARCHITECT REVIEW:

No comments on the revised site plan drawings submitted on July 18, 2023.

This is a review only and does not constitute approval of the Major Site Plan. Final approval will occur after Planning Board approval, any conditions imposed by that board are addressed, and approved Major Site Plan drawings are issued by this department. Should you have questions regarding this correspondence, please contact Thomas Voigt, Assistant Planner at tvoigt@amherst.ny.us or Scott A. Marshall, Principal Planner at smarshall@amherst.ny.us.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/SM/bf
X:\Current_Planning\Files\Site Plans\2023\SP-2023-01_(800_&_850_New_Road)_2023\SP-2023-01_Pln_Dpt_Rvw_080123.docx

cc: Daniel Ulatowski, Zoning Enforcement Officer
Mark S. Berke, Commissioner of Building
Jeffrey Burroughs, Town Engineer
Jeffrey Szatkowski, Landscape Architect
Marc Kenward, Erdman Anthony Consulting, 145 Culver Rd., Ste. 200, Rochester, NY 14620

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

TOWN OF AMHERST
ENGINEERING DEPARTMENT
ERIE COUNTY – NEW YORK
JEFFREY S. BURROUGHS, P.E., TOWN ENGINEER

May 2, 2023

TO: Scott A. Marshall – Principal Planner
Douglas Gesel – Senior Code Enforcement Officer
Jeffrey S. Burroughs, P.E – Town Engineer

REVIEWER: Vaishali Reberholt, P.E, CPESC – SMO

SUBJECT: Site Plan Review: SP-2023-01
Proposed Tier III Solar Energy System
Town Job #2023.006

ADDRESS: 800 & 850 New Road

PETITIONER: Sol Source Power

SITE PLAN SWPPP NOT REVIEWABLE

No SWPPP sent – therefore not reviewable.
However, upon review of the plans, a bio-retention area has been added. This now will require a Stormwater Maintenance Agreement to maintain this post-construction stormwater control. A profile of the bio-retention is also required along with verbiage on the ESC plan stating that no bio-retention media will be installed until the site has been stabilized. Please also show silt sock around the bio-retention area on the ESC plan.

The following are from the March 2, 2023 review:

- Please include the 25-year storm event calculations so that the review can be completed.

Other noted comments:

- Per the NYSDEC and the 2010 MS4 Permit, all urbanized areas shall be extended to the municipal's boundary line, so the Town of Amherst will have jurisdiction over this project. Please change the SWPPP on page 1 to reflect this.
- On page 9, written authorization for disturbance over 5 acres comes from the Town of Amherst, not NYSDEC.
- The owner certification and SWPPP preparer form need to be signed.
- On page 5, Swett Road appears to be referring to New Road instead.

VR/SKB

Cc: Steve Long, Sol Source Power, 1 Washington Place, Troy, NY 12180
Marc Kenward, Erdman Anthony Consulting, 145 Culver Rd., Suite 200, Rochester, NY 14620

ENGINEERING OFFICE – SEWER MAINTENANCE
1100 N. FOREST ROAD
WILLIAMSVILLE, N.Y. 14221
(716) 631-7154 FAX: (716) 631-7222

WASTEWATER TREATMENT FACILITY – ENVIRONMENTAL CONTROL
455 TONAWANDA CREEK ROAD
AMHERST, N.Y. 14228
(716) 691-9771 FAX: (716) 691-4496

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

TOWN OF AMHERST

RECEIVED
APR 21 2023
TOWN OF AMHERST
PLANNING DEPT.

TRAFFIC SAFETY BOARD

ENGINEERING DEPARTMENT – 1100 NORTH FOREST ROAD, WILLIAMSVILLE, NEW YORK 14221
TRAFFIC SAFETY COORDINATOR - TELEPHONE 631-7154 - FAX 631-7222

MICHAEL SZUKALA
Councilmember & Liaison Officer

ERIC FRAAS
Chairman

GREGORY DIONNE
Vice Chairman

CHRISTOPHER P. SCHREGEL
Traffic Safety Coordinator

MEMBERS

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KENNETH A. SMITH
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MARK STORCH
MAXWELL KAHN
KEVIN CANTWELL
KRISTIN GOSS

DEPT. LIAISONS

THOMAS VOIGT
Planning

CAPT. KEVIN BROWN
Police

WILLIAM PRENEVAU
Building

AL SPOTH
Highway

April 20, 2023

TO: Scott Marshall – Principal Planner
Mark S. Berke – Commissioner of Buildings

FROM: Christopher P. Schregel – Traffic Safety Coordinator

SUBJECT: Proposed Major Site Plan Review **SP-2023-01**
Proposed Tier III Solar Energy System
TOA Job # 2023.006

ADDRESS: 800 & 850 New Road

PETITIONER: Sol Source Power

X **MAJOR SITE PLAN IS**

X **APPROVED AS SUBMITTED**

CPS/ch
Cc: Steve Long, Sol Source Power, 1 Washington Place, Troy NY 12180
Marc Kenward, Erdman Anthony Consulting, 145 Culver Road, Suite 200, Rochester, NY 14620

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

AMHERST FIRE CHIEFS' ASSOCIATION INC.

To: Dan Howard, Planning Director Date:

From: Krista Halt, Liaison to Amherst Fire Safety Committee

RE: Site Plan Review: SP-2023-01 PROPOSED TIER III SOLAR ENERGY SYSTEM
Address: 800 & 850 NEW RD. **REV. 4/21/23**

Petitioner: SOL SOURCE POWER

The above referenced ☒ Site Plan is ☐ Subdivision is ☐ Minor Modification is:

☒ Approved with conditions: See comments

☐ Denied due to the following:

☐ Not reviewable at this time due to the following:

☐ 1. Section 503 FCNYS 2020 – Fire Apparatus Access Road

- ☐ A. Section 503 Firelanes (fire apparatus access roads) be provided in accordance with the FCNYS 2020
- ☐ B. 503.1.1 – provide for the fire apparatus access road to within 150 feet of all portions of the building or within 300 feet if the building is sprinkled.
- ☐ C. 503.1.2 – provide an additional fire apparatus access road
- ☐ D. 503.2 – specifications – fire apparatus access roads shall be installed and arranged in accordance with section 503.2.1 through 503.2.7
  - ☐ 1. 503.2.1 – fire apparatus access road must be an unobstructed width of not less than 20 feet and a vertical clearance of 13 feet 6 inches.
  - ☐ 2. 503.2.2 – increase width of fire apparatus access road to ____ feet to be adequate for fire or rescue operations.
  - ☐ 3. 503.2.4 – the turning radius for fire apparatus access roads is 22 inside and 45 outside.
  - ☐ 4. 503.2.5 – dead end fire apparatus access roads in excess of 150 feet, shall be provided with an approved area for turning around fire apparatus.
  - ☐ 5. 503.3 – fire apparatus access roads must be marked as firelanes per the signage specification established by Appendix D FCNYS 2020
  - ☐ 6. Appendix D – Access Roads: Width, Distance from bldgs. Remoteness requiring 2 separate access roads.

☐ 2. Section 506 FCNYS 2020 – Key Boxes – A fire department Knox key box is required for access to building keys.

☐ 3. Section 507 FCNYS 2020 – Fire Protection Water Supplies

- ☐ A. Indicate all existing Fire Hydrants on plans.
- ☐ B. All waterlines with numerous hydrants should be looped or on a grid system.
- ☐ C. All fire hydrants must be within 500 feet of each other. (Subdivisions)
- ☐ D. Section 507.5.1 – provide an additional Fire Hydrant within 400 feet of the most remote point of the building (as the fire hose would be laid out) or within 600 feet if the building is equipped with a Fire Sprinkler system.
- ☐ E. [B] Section 912 - This project may be required to install a Fire Sprinkler system, if so, indicate the location of the fire department connection for the sprinkler system, which must be located on the street side of the building

COMMENTS: 1- Provide a Knox lock on the access gate for fire department access in an emergency. 4/21/23 OK SOD C-102 2- A clear, brush-free area of 10-ft. shall be required and maintained.4/21/23 OK NOTE ON C-102 3- Personnel contact information shall be provided for the fire department. 4- Emergency shut down operations shall be posted for fire department. 4/21/23 OK SIGNAGE PROVIDED.

X:\DOCS\KBH\Site Plan Reviews\2023\800 & 850 NEW RD. SOLAR PANELS SP-2023-01.docx 4/21/2023

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

TOWN OF AMHERST
BUILDING DEPARTMENT
ERIE COUNTY, NEW YORK
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

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

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

DATE: April 19, 2023

TO: Planning Department

FROM: Doug Gesel Supervising Code Enforcement Officer

RE: Major Site Plan SP-2023-01Tier III Solar energy system @ 800& 850 New Rd

☒ Site Plan is: ☐ Subdivision is: ☐ ODA is: ☐ CSP is:

☒ Approved as Submitted

☐ Approved with the following conditions or changes:

☐ Denied for the following reasons:

☐ Not reviewable at this stage because the following information is not provided:

☐ Not applicable to this department at this time.

NOTE:

☒ Floodplain Development Permit required.

☒ Wetlands on property.

☐

*This review was for site compliance only.
*Approval does not grant permission to start construction.

Douglas Gesel

Supervising Code Enforcement Officer
Town of Amherst Building Department

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

TOWN OF AMHERST ENGINEERING DEPARTMENT

ENGINEERING SERVICES DIVISION

BRIAN J. ARMSTRONG – DIRECTOR OF ENGINEERING SERVICES

April 18, 2023

TO: Daniel J. Ulatowski, AICP – Assistant Planning Director
Doug Gesel – Senior Code Enforcement Officer
Patrick G. Lucey - Highway Superintendent
Emily Murphy - Town Assessor
Anne Demopoulos – Legal Department

FROM: Brian J. Armstrong – Director of Engineering Services

SUBJECT: Major Site Plan Review; SP-2023-01
Proposed Tier III Solar Energy System
Town of Amherst Job No. 2023.006

ADDRESS: 800 & 850 New Rd.

PETITIONER: SOL Source Power

SITE PLAN REVIEW IS APPROVED AS SUBMITTED

cc: Steve Long, SOL Source Power, 1 Washington Place, Troy, NY 12180
Marc Kenward, Erdman Anthony Consulting, 145 Culver Rd., Suite 200, Rochester, NY 14620
Scott Marshall – Principal Planner

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

AMHERST HIGHWAY DEPARTMENT

1042 North Forest Road Williamsville, New York 14221

Patrick Lucey
Superintendent of Highways
plucey@amherst.ny.us

PHONE (716) 631-7117

FAX (716) 631-7265

www.amherst.ny.us

March 27, 2023

To: Scott Marshall, Principal Planner

From: Patrick Lucey, Superintendent of Highways

Re: MAJOR SITE PLAN REVIEW, **SP-2023-01;** PROPOSED TIER III SOLAR ENERGY SYSTEM; PROPERTY LOCATED AT **800 & 850 NEW ROAD;** SOL SOURCE POWER, PETITIONER.

After review relative to Highway Department concerns, the plan is approved as submitted.

Daniel J. Ulatowski, AICP, Assistant Planning Director
Douglas Gesel, Supervising Code Enforcement Officer
Jeffrey Burroughs, Town Engineer
Vaishali Reberholt, PE, Stormwater Management Officer (Eng)
Emily Murphy, Town Assessor
Chris Schregel, Traffic/Safety Coordinator (Eng)
Bryan Parnell, Fire Chief's Association (c/o Bldg)
Alan Herberger, Senior Plumbing Inspector, (c/o Bldg)
Ann Demopoulos, Deputy Town Attorney, ROW Agent
Jeffrey Szatkowski, Landscape Architect
Brian Barnes, Senior GIS Analyst (Eng)
ECDEP
NYSDOT
ECDPW
NYSDEC
Steve Long, Sol Source Power, 1 Washington Place, Troy, NY 12180
Marc Kenward, Erdman Anthony Consulting, 145 Culver Road Suite 200, Rochester, NY 14620

PL/EB/TL/ke

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

SITE PLAN OR ZONING REFERRAL TO COUNTY OF ERIE, N.Y. AND REPLY TO MUNICIPALITY

Submit this form with full statement of proposed action (as described in GML 239-m(c)) at www.Erie.gov/IRonline, OR mail a hard copy (retain a copy for your files) to: Erie County Division of Planning, 95 Franklin Street, Room 1053, Buffalo, N.Y., 14202

DO NOT WRITE IN THIS SPACE

Case No.: SP-23-112

Postmark/Delivery Date: 1/27/2023

The proposed action described herein is referred in accordance with the provisions of NYS General Municipal Law §239 l - nn

A Municipal Referral Map is available to help determine whether an applicable action is subject to referral.

Description of Proposed Action

1. Name of Municipality: Town of Amherst, New York

§239-m(4)(b) provides that the county shall have 30 days after receipt of a full statement of the proposed action to reply. If the county fails to reply within such period, the referring body may take final action. However, any county reply received after 30 days but 2 or more days prior to final action by the referring body shall be subject to §239-m(5) The referring body shall file a report of its final action with the county within 30 days per §239-m(6).

2. Hearing Schedule: Date 3/16/2023 Time 6:30pm Location 5583 Main Street, Williamsville, New York 14221

3. Action is before: ☐ Legislative Body ☐ Board of Appeals ☑ Planning Board

4. Action consists of: ☐ New Ordinance ☐ Rezone/Map Change ☐ Ordinance Amendment

☑ Site Plan ☐ Variance ☐ Special Use Permit ☐ Other:

5. Location of Property: ☐ Entire Municipality ☑ Address: 800 + 850 NEW ROAD

5a. S.B.L. of Property: 16.00-2-14.2 16.00-2-14.1

6. Referral required as site is within 500' of: ☐ State or County Property/Institution ☐ Municipal Boundary ☑ Farm Operation located in an Agricultural District

☐ Expressway ☑ County Road ☑ State Highway ☐ Proposed State or County Road, Property, Building/Institution, Drainageway

7. Proposed change or use: *(specify the action, such as the scope of variances or site plans)* PROPOSED TIER III SOLAR ENERGY SYSTEM + SPECIAL USE PERMIT

8. Other remarks: SP-2023-01

9. Submitted by: Thomas Voigt, Assistant Planner **Email:** tvoigt@amherst.ny.us

10. Return Address: Town of Amherst Planning Department, 5583 Main Street, Williamsville, New York 14221

Reply to Municipality by Erie County Division of Planning

Receipt of the above-described proposed action is acknowledged on 1/27/2023**. The Division herewith submits its review and reply under the provisions of applicable state and local law, based on the information submitted with this referral.**

1. ☐ **The proposed action is not subject to review under the law.**
2. ☒ **Comment on proposed action is attached hereto.**
3. ☐ **The proposed action is subject to review; Recommendation on Proposed Action is attached hereto.**
4. ☐ **No Recommendation; proposed action has been reviewed and determined to be of local concern.**

By the Division of Planning: Dan M. Hall **Date:** 2/22/2023

ZR1
Revised 5/22

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

February 22, 2023

Mr. Daniel J. Ulatowski, AICP
Assistant Planning Director/ZEO
Town of Amherst
5583 Main Street
Amherst, NY 14221

Re: **SEQR Lead Agency Request and Major Site Plan Review for Proposed Tier III Solar Energy System**

Location: **800-850 New Road, Town of Amherst**
Review No.: **SP-23-112**

Dear Mr. Ulatowski,

Pursuant to New York General Municipal Law Section 239-m and Article 8 of the New York Environmental Conservation Law, the Erie County Department of Environment and Planning (DEP) is in receipt of the above-referenced project received on January 27, 2023, and consents to the Town of Amherst acting as lead agency in the environmental review of this action. DEP offers the following comments based upon its review of the project:

- The majority of the project site is within a Special Flood Hazard Area or 100-year floodplain, while the remainder of the site is within the 500-year floodplain, according to the FEMA Flood Insurance Rate Maps.

- The project occurs within 500 feet of land in agricultural production and Erie County North Agricultural District #1.

- While the Agricultural District program enforces no financial penalty for the conversion of farmland to non-farm use, there is such a penalty associated with the Agricultural Value Assessment program. If these parcels have received such an assessment, the landowner should be aware that payment recapture may be imposed by New York State.

- Nearly half of the project site contains Farmland of Statewide Importance, and more than half of the site is listed as Prime Farmland if Drained according to the USDA NRCS Web Soil Survey. As required in

Section 6-10 of the Town of Amherst Zoning Code, the applicant should provide the Town with an operations and maintenance plan that includes an agricultural soils preservation plan that is in compliance with the New York State Department of Agriculture and Markets Guidelines for Solar Energy Projects - Construction Mitigation for Agricultural Lands.

- The project site is shown as an "Area of Existing/Potential Agricultural Activity" on Map 8 of the Town's Farmland Protection & Agricultural Development Plan. The Town should continue its efforts to preserve the rural and agricultural nature of the northern portion of the town, as recommended in the Bicentennial Comprehensive Plan and the Farmland Protection & Agricultural Development Plan. Protecting this undeveloped land should involve expanding the use of conservation easements and, as stated in both plans, restricting the expansion of sewer service or the existing sewer district beyond its current boundaries.

- The Town is encouraged to continue its practice of working with landowners to incorporate co-location of agricultural uses where feasible on this and future projects in locations identified as appropriate for agricultural use in the Farmland Protection & Agricultural Development Plan.

- Solar projects exempted from local property taxes under Real Property Tax Law Section 487 may be subject to a payment-in-lieu-of-taxes (PILOT) agreement. The developer must notify the Department of Environment and Planning (DEP) of their intent to construct such projects. Within sixty days, DEP will notify the developer if a PILOT agreement will be required. Notices must be mailed to:

  Attn: Sarah Gatti
  Erie County Department and Environment and Planning
  95 Franklin Street, Tenth Floor
  Buffalo, NY 14202

This review pertains to the above referenced project submitted to DEP. This should not be considered sufficient for any County approvals. The applicant and/or its contractors must still obtain any other permits and regulatory approvals applicable to this project.

Sincerely,

David Hall
Planner

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

Carrato, Amy

From: Robinson, Judy A CIV USARMY CELRB (USA) <Judy.A.Robinson@usace.army.mil>
Sent: Tuesday, February 21, 2023 3:56 PM
To: Voigt, Thomas J.
Cc: Carrato, Amy
Subject: FW: LRB-2022-01059- DoD Sage Link 2.14.2023-SP-2023-01, 800 & 520 New Rd.
Attachments: SP-2023-01_USACE_021323.pdf

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Tom,

In reference to the Town's request for comments on the proposed project, please consider the following:

Under Section 404 of the Clean Water Act, the USACE has jurisdiction of the placement of fill or dredged material into a jurisdictional water of the United States.

Under Section 10 of the Rivers and Harbors act, the USACE has jurisdiction of the placement of fill or dredged material, and all work in, over, and under a Section 10 water.

In terms of tree removal - the Corps does not have jurisdiction over tree cutting in a jurisdictional wetland. That said, the manner in which the removal is proposed may require a Department of the Army permit. For instance, if trees are cut to the ground and left in place or winched off the site, this would not likely require a DA permit. If the tree removal, winching, and transporting of trees leaves the site so disturbed that grading uneven areas to prep the site for panel installation - a DA permit would likely be required. If removal of stumps is proposed; this activity would require a DA permit.

My professional suggestion would be to have SOL Source Power submit a permit application (or a request for a "no permit required" letter, that would not necessarily require a permit application) complete with the work proposed in the jurisdictional areas so that the file can be assigned and reviewed by a project manager to evaluate. If the tree removal falls within the non-jurisdictional parameters associated with the activity, SOL Source Power could request a "no permit required" letter, which would be beneficial to them and to the Town for your evaluation as well. Note that the USACE cannot make SOL Source Power submit a permit application if they are moving forward on the premise that their activity would not be regulated. However, it appears that this is something that the Town could require for their purposes.

Note that if the proposal to remove trees IS NOT deemed to require a DA permit, then the project manager is not required to coordinate with the USFWS with regard to bat habitat. The Town may want to require SOL Source Power to gain a response from the USFWS independently should a DA permit not be required.

I hope that these comments are helpful.

Regards,

Judy Robinson

-----Original Message-----
From: Carrato, Amy <acarrato@amherst.ny.us>

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

Sent: Monday, February 13, 2023 4:39 PM
To: LRB.Regulatory.New York Actions <LRB.Regulatory.NewYork_Actions@usace.army.mil>
Cc: Voigt, Thomas J. <tvoigt@amherst.ny.us>
Subject: LRB-2022-01059-Plans Changing a bit-will send docs-Sent DoD Sage Link 2.14.2023-SP-2023-01, 800 & 520 New Rd.

Good afternoon,

Please see the attached regarding:
Major Site Plan Review, SP-2023-01; Proposed Tier III Solar Energy System; property located at 800 & 850 New Road; Sol Source Power, Petitioner.

Digital versions of the site plan materials may be viewed and/or downloaded from:
Blockedhttps://us-east-2.protection.sophos.com?d=amherst.ny.us&u=aHR0cHM6Ly93d3cuYW1oZXJzdC5ueS51cy9jb250ZW50L2RldmVsb3BtZW50X3Byb2plY3RzX3BlbmRpbmcucGhw&i=NWQ1NDQ3ZTFhNzY3NTgxMGE3OGJmYzZk&t=Y082WFExSDFKaXB2elJJbi9xNWFNWEcxTmh3OXVOa2lyTWpwQURvNDZOVT0=&h=8f88a0e660eb450c92f6e822663105e7&s=AVNPUEhUT0NFTkNSWVBUSVYKYh5CwA3I525AKcEpIj5hqNNvtWAEDsxEm0LIyUSy_A

Thank you,

Amy Carrato
Community Development Assistant
Town of Amherst Planning Department
5583 Main Street, Williamsville, NY 14221
716-631-7051

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 9
700 Delaware Avenue, Buffalo, NY 14209
P: (716) 851-7165 I F: (716) 851-7168
www.dec.ny.gov

February 9, 2023

Thomas Voigt
Town of Amherst Planning Department
5583 Main Street
Williamsville, New York 14221

Dear Thomas Voigt:

SEQR Lead Agency Coordination
800/850 New Road Solar Energy System
800/850 New Road
Town of Amherst, Erie County

This is to acknowledge receipt of your January 26, 2022, submission regarding the above referenced project under the State Environmental Quality Review Act (SEQR). The Department recommends that the Town of Amherst should act as SEQR Lead Agency, since the environmental impacts of the proposal are primarily of local significance. However please be aware of the following:

1. If project activities will involve land disturbance of 1 acre or more, the project sponsor, owner or operator is required to obtain a State Pollutant Discharge Elimination System General Permit for Stormwater Discharges from Construction Activity (GP-0-15-002). This General Permit requires the project sponsor, owner or operator to control stormwater runoff according to a Stormwater Pollution Prevention Plan (SWPPP), which is to be prepared prior to filing a Notice of Intent (NOI) and prior to commencement of the project. More information on General Permit GP-0-15-002, as well as the NOI form, is available on the Department's website at www.dec.ny.gov/chemical/43133.html. Information on permitting requirements and preparation of a necessary Stormwater Pollution Prevention Plan (SWPPP) is available on the Department's website at www.dec.ny.gov/chemical/8468.html.

   The Town of Amherst is designated as an MS4 community. The project sponsor, owner or operator of a construction activity that is subject to the requirements of a regulated, traditional land use control MS4 shall have their SWPPP reviewed and accepted by the MS4 community. The "MS4 SWPPP Acceptance" form must be signed by the principle executive officer or ranking elected official from the MS4 community, or by a duly authorized representative of that person, and submitted along with the NOI, to the Department at NOTICE OF INTENT, NYSDEC, Bureau of Water Permits, 625 Broadway, 4th Floor, Albany, New York 12233-3505, telephone: 518/402-8111 to receive Department approval before construction commences.

NEW YORK STATE | Department of Environmental Conservation

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

2. It was noted on the Federal Emergency Management Agency's (FEMA) FIRM Map No. 36029COO78H that the site may be located within a flood hazard area. The proposed project should be designed in accordance with all applicable local municipal laws for flood damage reduction.

3. The site) appears to be within an archaeologically sensitive area based on information obtained through the Cultural Resource Information System (CRIS) on the New York State Office of Parks, Recreation and Historic Preservation's (OPRHP) website at https://cris.parks.ny.gov/. As part of the SEQR process, this concern should be evaluated, unless it can be verified by appropriate documentation that the sites have been significantly disturbed in a way that would destroy potential artifacts. Please recognize that normal agricultural activities, such as plowing, would not constitute such land disturbance. If there are any questions regarding this, contact OPRHP (telephone: 518/237-8643).

4. It appears that the project site may involve work in / near areas identified as federal wetlands. A permit from the U.S. Army Corps of Engineers may be required for this proposal. If a Corps permit is required, Water Quality Certification from this Department may also be necessary.

If you have any other questions, please feel free to contact Bruno DiBella of my staff or me at 716/851-7165.

Sincerely,

David S. Denk

David S. Denk
Regional Permit Administrator

BAD/slr

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

Fadel, Bryan

From: Marshall, Scott
Sent: Thursday, February 2, 2023 11:55 AM
To: Carrato, Amy; Fadel, Bryan
Subject: FW: 2023-RZ445 - T. Amherst - 800 New Road - Sol Source Power development - NYSDOT comments

NYSDOT Review below

Scott A. Marshall, Principal Planner

Town of Amherst
Planning Department
5583 Main Street
Williamsville, New York 14221
Phone: (716) 631-7051 Fax: (716) 631-7153

From: Przepasniak, Justin (DOT) <Justin.Przepasniak@dot.ny.gov>
Sent: Tuesday, January 31, 2023 8:49 AM
To: Marshall, Scott <SMarshall@amherst.ny.us>
Cc: Gordon, Casey (DOT) <Casey.Gordon@dot.ny.gov>
Subject: 2023-RZ445 - T. Amherst - 800 New Road - Sol Source Power development - NYSDOT comments

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Good morning Scott,

The New York State Department of Transportation (NYSDOT) has reviewed the documentation provided for 800 New Road - Sol Source Power development and has the following comments:

- NYSDOT concurs with the Town of Amherst acting as Lead Agency.
- Based upon the information provided, the proposed project does not appear to have a significant impact to traffic on the State Highway System

Sincerely,

Justin Przepasniak
Planning and Program Management

New York State Department of Transportation, Region 5
100 Seneca Street
Buffalo, NY 14203
Office (716) 847-3967 | Cell (716) 574-0759 justin.przepasniak@dot.ny.gov
www.dot.ny.gov

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

TOWN OF AMHERST

ERIE COUNTY, NEW YORK

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7030
FAX (716) 631-7101
www.amherst.ny.us

Martin A. Polowy
Town Attorney

Nicole M. Burroughs
Senior Paralegal

Samuel A. Alba
Sr. Deputy Town Attorney

Ann Demopoulos
Deputy Town Attorney

Brittanylee Penberthy
Town Prosecutor

TO: **Scott Marshall, Planning Department**

FROM: **Ann Demopoulos, Deputy Town Attorney** AD|rms
Right-of-Way Review

DATE: **February 1, 2023**

RE: **Proposed Major Site Plan Review**
SP-2023-01
800 &850 New Road
Sol Source Power, Petitioner

This office has reviewed the materials submitted by your correspondence dated January 27, 2023 and have no comments.

AD:rms
Attachment
c: Douglas Gesel, Senior Code Enforcement Officer
Jeffrey S. Burroughs, PE, Town Engineer
Steve Long, Sol Source Power
Marc Kenward, Erdman Anthony Consulting

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

TOWN OF AMHERST
ASSESSOR'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7038

Emily A. Murphy
Assessor
emurphy@amherst.ny.us

MEMORANDUM

TO: Daniel Ulatowski, AICP, Associate Planning Director
Douglas Gesel, Supervising Code Enforcement Officer
Jeff Burroughs, Town Engineer
Scott Marshall, Principle Planner

FROM: Bonnie B. Arnold, Real Property Appraiser

DATE: January 31, 2023

SUBJECT: Major Site Plan Review: **SP-2023-01**
Proposed: **Tier III Solar Energy System**
Property Location: 800 & 850 New Rd
Petitioner: **Sol Source Power**

Site plan Conditionally Approved as submitted. Properties need to be merged.

cc: Steve Long, Sol Source Power, 1 Washington Place, Troy, NY 12180
Marc Kenward, Erdman Anthony Consulting, 145 Culver Rd., Ste. 200, Rochester, NY 14620

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

Carrato, Amy

From: Maria Abraham <[redacted]>
Sent: Thursday, August 17, 2023 4:16 PM
To: Carrato, Amy
Subject: Public Hearing - Proposed Tier III Solar Energy System at 800 & 850 New Rd., File No. SP-2023-01

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Amherst Planning Department:

I reside at 941 New Rd. and my elderly parents reside at 931 New Rd. I feel the above-noted subject will definitely affect my family and since we are not able to attend the public hearing, I would like to submit my comments below. I'm hoping my comments can be heard at the public meeting and they are strongly considered.

Comments:

With all of the properties available in Amherst, NY, why would a residential road be considered for such a project? Solar panel farms are not a pretty sight to view out your front window. My family and I pass one everyday on the 990 and all I can do is shake my head wondering why this was allowed. Now another one planning to be installed so close to the first one? Seems as if the business folks are creating their own convenience and not considering the residents! They are a hideous sight and shouldn't be anywhere near a residential area. Instead of beautifying the area, you are destroying it with what may potentially become an abandoned waste area, which our children and future residents will most likely have to pay for in taxes to clean up the mess. No thank you!

Consider what you are doing to the homeowners on New Rd. You are certainly going to depreciate the value of our homes. We have all worked very hard, spending many years of our lives, time, and money in keeping the value of our homes high. If there is a solar panel farm installed on New Rd., who do you think will want to buy a home on New Rd. and see a solar panel farm either out their front window or having to drive past it day after day? NOBODY! This definitely causes our homes to depreciate in value. Everything we have worked for goes down the tubes.

MY FAMILY AND I AGREE THAT YOU SHOULDN'T GO FORTH WITH THIS PROJECT ACROSS THE STREET FROM OUR HOMES! MY FAMILY AND I ARE COMPLETELY AGAINST IT!

New Rd. residents shot down the Walmart plan not too long ago. In the end, it would have turned into a mess tax payers would have to clean up. This solar panel farm proposed project is really no different.

One question for you: Are you certain, in regards to the safety of our health, the solar panels don't create any kind of harmful field to the residents? Having two farms in such close proximity of each other makes me worry! I would have to insist on REQUIRING scientific proof the solar panels are not going to be harmful to our health over the years. Was any scientific proof given when the solar panel farm was installed alongside the 990?

If, for any reason, this project moves forward, and causes the depreciation of our homes and property, due to greed of business folks, their financial benefit and their convenience, and not the benefit of New Rd. home owners/residents, I STRONGLY suggest it be REQUIRED to have trees covering the solar panel farm so they ARE NOT VISIBLE, AT ALL, TO ANY OF THE NEW RD. RESIDENTS. I would also have to STRONGLY suggest ALL OF THE BUSINESS FOLKS INVOLVED, who will be profiting from this solar panel farm, be the ones who are RESPONSIBLE FOR ANY CLEAN UP down the road and NOT HAVE IT FALL ONT HE SHOULDERS OF THE AMHERST TAX PAYERS!

Thank you for your time in this sensitive matter.
Sincerely,

MARIA ABRAHAM

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

NORMAN ABRAHAM
ROSALIA DOLCE
ANTONINIO DOLCE

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

Carrato, Amy

From: sally blazynski [redacted]
Sent: Wednesday, August 16, 2023 10:09 PM
To: Carrato, Amy
Subject: 800 & 850 New Road Solar Farm

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern,

We reside at 905 New Road and have lived here for over 30 years.

Wr never recieved notice of first town meeting concerning the New Road Solar Farm Proposal, but will be attending the one on Thursday, August 17th.

Please know from the start that we are opposed to living directly across the street the proposed New Road solar farm or any other power factory, for a multitude of reasons.

First and most importantly the very possible and likely health hazards. Per many sources, including the World Health Organization, houses should never be as close to a Solar Farm as our house would. For new builds, The World Health Organization recommends houses be built no closer than 1.2 miles.

Possible health hazards living as close as our house is to proposed solar farm can include headaches, fatigue, disrupted sleep and more potentially life threatening illnesses.

A solar farm is nothing short of an Open Air Power Factory and our home would be downwind of dangerous air pollutants during constuction and the life of the solar farm.

Environmental activist are concerned about endangered birds and plants being further harmed by solar farms, we are concerned about our family and neighbors quality of life and our health. Living directly across the street is just too close.

Also, I have researched property values being negatively impacted living close to solar farms. Houses living with one that is pretty much in their front yard are most likely to suffer drastic decline in value. Selling a house this close can prove to be almost impossible, many would not live this close to one for free.

I would hope that if the town board is seriously considering approval of this proposal, the board insist that the neighboring home owners on New Road be offered a relocation option. One that would include current market value of comparable house and property. Also any moving expenses that would be incurred.

These are only a few of our many concerns of the proposal before you.

Sincerely,

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

Walter and Sally Blazynski

Attachment: SP-2023-05 TB letter 091823 (RES-2023-775 : Special Use Permit for Tier III Solar Energy System at 800 & 850 New Road)

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Planning
Initiated by: **Daniel J. Ulatowski**
Co-Sponsored by:

DOC ID: 28004 **RESOLUTION 2023-803** **ADOPTED**

SEQR Determination 772 North Forest Road, 385 Maple Road & 391 Maple Road

WHEREAS, this Town Board owns 772 North Forest Road, 385 Maple Road and 391 Maple Road, commonly known as the Westwood Country Club Golf Course Property, and

WHEREAS, pursuant to 6NYCRR Part 617 of the State Environmental Quality Review Act (SEQRA) and Town Code Chapter 104, as amended, the Town Board was deemed the Lead Agency for proposed development of the Property;

WHEREAS, a final generic environmental impact statement (FGEIS) and SEQRA Findings were prepared by the Town of Amherst for a proposed mixed-use development of the Property, and

WHEREAS, the Town of Amherst has prepared a proposed development plan for conversion of the Property to a public community park and desires to start construction on the southerly portion of the proposed park, which will be developed for active recreation including relocating a historical museum and constructing venues for cultural entertainment opportunities, and

WHEREAS, the implementation of the proposed development plan requires this Town Board to approve a planned unit development (PUD) for the Property as it is in excess of 30 acres pursuant to section 5-9-2B of the Town Zoning Ordinance, and

WHEREAS, the Town of Amherst must supplement the FGEIS and SEQRA Findings for the new proposed development plan, NOW, THEREFORE, BE IT

RESOLVED, that this Town Board will continue as the SEQR Lead Agency, and as such, must further evaluate potential impacts to the environment as part of its review and approval of the park master plan and planned unit development, and be it further

RESOLVED, that the Town issues the attached positive SEQR declaration and will be preparing a supplemental Generic Environmental Impact Statement (GEIS)which will evaluate those areas of concern listed in the attached positive declaration.

10/2/2023
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

No fiscal impact for plan approval. Subseqent improvements to be funded through theTown's Capital Improvement Program.

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

State Environmental Quality Review POSITIVE DECLARATION
Notice of Determination of Significance and Intent to Prepare a Supplemental GEIS

AMHERST CENTRAL PARK
PLANNED UNIT DEVELOPMENT(PUD)

Town of Amherst, Erie County, NY

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review - SEQR) of the Environmental Conservation Law.

On date October 2, 2023, the Amherst Town Board, as SEQR Lead Agency, determined that the proposed action described below may result in one or more large and important impacts that may have a significant effect on the environment, and that a Supplement to the Final Generic Environmental Impact Statement issued in late 2017 for the Property should be prepared.

TITLE OF ACTION:
Amherst Central Park Conceptual Development Plan – Planned Unit Development
772 North Forest Road, 385 and 391 Maple Road (Property)
Amherst, NY

JURISDICTION:
The project requires approval and funding from the Amherst Town Board. As this is a Planned Unit Development for a future municipal park no other Agencies have approval powers at this time. The Town of Amherst Town Board served as the SEQR Lead Agency for the Final GEIS and will prepare the Supplement to the FGEIS, consistent with their previous role as the SEQR Lead Agency for the GEIS for the Property.

SEQR STATUS:
Type I Action

DESCRIPTION OF ACTION:
The proposed project is the adoption of a Planned Unit Development and implementation of a Conceptual Development Plan for the Amherst Central Park, a proposed 171+/- acre community park, formerly utilized as a private golf course.

LOCATION:
The project is located at the north west corner of Sheridan Drive and North Forest Road, bounded along the easterly portion of the site by Ellicott Creek and Maple Road to the north, in the Town of Amherst, Erie County, New York.

REASONS SUPPORTING THIS DETERMINATION:

Impact on Land:

The proposed conversion of the former golf course to a community park may involve the excavation and removal of more than 1000 tons of soil from the 170.5 +/- acre site.

Attachment: Pos Dec statement (RES-2023-803 : SEQR Determination - 772 North Forest, 385 & 391 Maple Road)

Impact on Surface Water:

The construction of a 0.96+/- acre decorative pond within an existing unnamed tributary may disturb existing bottom sediments of such tributary. Additionally, a 0.17 +/- acre isolated wetland will be filled to accommodate a parking area.

Impact on Transportation:

The proposed action will result in the construction of paved parking for 500 or more vehicles and the proposed action may alter the present pattern of movement of people or goods.

Impacts on Public Health and Safety

The project site has evidence of soil contaminants as a result of past use of herbicides/pesticides. Adequate control measures will be in place to ensure that any contaminated soils are managed in accordance with applicable laws and be protective of the environment and human health.

LEAD AGENCY:

Town of Amherst Town Board
5583 Main Street
Williamsville, New York 14221

CONTACT:

Daniel C. Howard, AICP, Planning Director
Town of Amherst
5583 Main Street
Williamsville, New York 14221
Dhoward@amherts.ny.us

Attachment: Pos Dec statement (RES-2023-803 : SEQR Determination - 772 North Forest, 385 & 391 Maple Road)

Copies of this will be sent to:

United States Department of the Interior
Fish and Wildlife Service
New York Ecological Services Field Office
3817 Luker Road
Cortland, NY 13045-9385
FW5ES_NYFO@fws.gov

United States Army Corps of Engineers
Buffalo District Regulatory Branch
Joseph Rowley, Physical Scientist
478 Main Street
Buffalo, New York 14202
LRB.Regulatory.NewYork_Actions@usace.army.mil

David Denk, Regional Permit Administrator
New York State Department of Environmental Conservation (NYSDEC), Region 9
270 Michigan Ave.
Buffalo, NY 14203-2915
David.denk@dec.ny.gov

David Hill, P.E.
Planning & Program Manager
New York State Department of Transportation (NYSDOT) - Region 5
100 Seneca Street
Buffalo, NY 14203
----------@dot.ny.gov

Daniel R. Castle, AICP Commissioner
Erie County Department of Environment & Planning (ECDEP)
Edward A Rath County Office Building
95 Franklin Street, 10th Floor
Buffalo, New York 14202
Daniel.castle@erie.gov

New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP)
Jennifer Walkowski
Historic Preservation Specialist/Archaeology Division for Historic Preservation
P.O. Box 189,
Waterford, New York 12188-0189
----------@parks.ny.gov

Erie County of Public Works (ECDPW)
Commissioner William Geary
Edward A Rath County Office Building
95 Franklin Street, 14th Floor
Buffalo, New York 14202 William.Geary@erie.gov

Attachment: Pos Dec statement (RES-2023-803 : SEQR Determination - 772 North Forest, 385 & 391 Maple Road)

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Planned Unit Development (PUD) Review

For Official Use

File #: _____ **Acreage** _____ **Fee $** _____

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Materials Received by Planning Department _____ RECEIVED BY DATE

Fee Paid to Town Clerk _____ RECEIVED BY DATE

PUD Plan Review fees to be determined

To Be Completed By Applicant

Petitioner:

Name: Town of Amherst Town Board

Address: Town of Amherst

5583 Main Street

Williamsville (city) NY (state) 14221 (zip code)

Phone: 716-631-7051 Fax: _____

E Mail: planningemail@amherst.ny.us

Representative (Architect, Engineer, Landscape Architect, Surveyor, or Attorney)**:**

Name: Daniel C. Howard, AICP, Planning Director

Address: Town of Amherst

5583 Main Street

Williamsville, (city) NY (state) 14221 (zip code)

Phone: 716-631-7051 Fax: _____

E Mail: dhoward@amherst.ny.us

Attachment: PUD application with FEAF (RES-2023-803 : SEQR Determination - 772 North Forest, 385 & 391 Maple Road)

PLANNED UNIT DEVELOPMENT (PUD) APPLICATION (con't) ***Page 2***

Project Location (must be verified by Town Assessor's Office)**:**

Address: 772 North Forest, 385 Maple Road, 391 Maple Road

Williamsville, NY

SBL No(s): 68.01-1-1.2, 55.18-4-9 & 55.18-4-10

Project Name: Amherst Central Park

Project Description:

Adoption of a conceptual development plan for a planned unit development for the conversion of a former private golf course to a community park to include cultural, recreational and civic public spaces on an approximately 170.5 +/- acre parcel (see attached description)

If this petition is an amendment to a previously approved site plan, please describe the proposed changes (include type and size of existing structures and number of existing parking spaces):

Attachment: PUD application with FEAF (RES-2023-803 : SEQR Determination - 772 North Forest, 385 & 391 Maple Road)

PLANNED UNIT DEVELOPMENT (PUD) APPLICATION (con't) ***Page 3***

	existing	proposed	total
Gross Floor Area (non-residential):	13,411 sf	175,077 sf	188,488 sf
Gross Floor Area Residential:	0	0	0
Number of Residential Units:	0	0	0
Number of Parking Spaces:	240	323	563

Acreage of Parcel: 170.5 +/- acres

(list each parcel separately)

Frontage on Public Roads: 1823.97 feet Sheridan Drive, 887.89 feet North Forest Road

(list each road separately) & 110 feet Maple Road

Existing Zoning District(s) RC- Recreation Conservation

X:\Current_Planning\Application Forms 2021\PUD Application Packet_2023.docx
REVISED July 2023

Attachment: PUD application with FEAF (RES-2023-803 : SEQR Determination - 772 North Forest, 385 & 391 Maple Road)

Conceptual Development Plan for Amherst Central Park Planned Unit Development

The Town of Amherst Conceptual Development Plan for the Amherst Central Park Planned Unit Development (PUD Plan) proposes the development of a Town Park on 170.55 acres of land on the former Westwood County Club property located at 772 North Forest Road and 385 & 391 Maple Road ("Property"). The future Amherst Central Park is an opportunity to create a beautiful natural community resource for the enjoyment of people of all ages. The Park will provide a place for people to connect and interact in a shared environment and brings intrinsic environmental, civic, and recreation benefits to residents and visitors to the Town.

Background

In November 2017 the Town Board, acting as the Lead Agency, issued a Final Generic Environmental Impact Statement ("FGEIS") for the proposed development of a 170 acre the former Westwood Country Club ("Property"). The FGEIS was prepared in response to an application submitted by the then-owner of the Property, requesting approval to rezone it from Recreation Conservation (RC) District to Traditional Neighborhood Development District (TND), Multi-Family Residential District 7 (MFR-7) and General Business District (GB). The "Westwood Neighborhood Rezoning Application" involved 130 town homes, 180 multi-family residential units, 26 larger patio homes, 57 smaller patio homes, 41 single-family homes, 104 senior independent living units, 130 hotel rooms and finally 212 multi-family residential units in mixed-use buildings.

Following preparation of the FGEIS, the Town Board issued its State Environmental Quality Review (SEQR) Findings Statement on December 11, 2017, and concluded that:

> Consistent with social, economic and other essential considerations from among the reasonable alternatives available, the Project does not avoid or minimize adverse environmental impacts to the maximum extent practicable, and that adverse impacts will not be avoided or minimized to the maximum extent practicable by incorporating as conditions to the decision those mitigative measures that were identified as practicable.

The rezoning application was denied.

Since that time, the Town of Amherst has purchased the property and through planning and public input has prepared a proposed Conceptual Development Plan for the Amherst Central Park. The Town Board has prepared an Application for the Property to be subject to a Planned Unit Development to implement the Conceptual Development Plan.

The Amherst Central Park PUD Plan

The proposed Town of Amherst Central Park PUD Plan is the product of a multi-year participatory planning process involving municipal leaders, residents, community stakeholders and consultants. The Plan proposes a multi-use park featuring natural resources, a community center for activities related to environmental education, fine arts, active and passive recreation, and historic preservation. The Park will provide a place for people to connect and interact in a shared environment and brings intrinsic environmental, civic, and recreation benefits to residents and visitors to the Town.

Attachment: PUD application with FEAF (RES-2023-803 : SEQR Determination - 772 North Forest, 385 & 391 Maple Road)

The area envisioned for the Amherst Central Park has been designated for recreation and open space uses as proposed in the PUD Plan for a long time. As a former Country Club, the Property included golf, tennis, swimming and civic uses associated with its Clubhouse. Recommended as Recreation, Open Space, and Greenways in the Town's Bicentennial Comprehensive Plan (Figure 6), and a component of the Amherst Local Waterfront Revitalization Program (LWRP) Plan (Section 4), the Park, with its location along Ellicott Creek is a featured project for recreation and waterfront enhancement in the Town.

Figure 1 illustrates the proposed Conceptual Development Plan for the PUD. Initial work will begin in the southern portion of the Property. Using an existing entrance with access to North Forest Road and a proposed entrance to Sheridan Drive, the Plan proposes the following features moving from the southeast to the southwest portion of the parcel:

- Parking Lot Restoration and Expansion,
- Ice Ribbon and Ice Rink, approximately 24,400 SF
- Inclusive Playground, approximately 12,400 SF – adjacent to the Ice Ribbon and Ice Rink area
- Splash Pad, approximately 6,100 SF – adjacent to the Inclusive Playground
- Mechanical Building to support the Ice Ribbon and Splash Pad with Public Restrooms
- Public Plaza – to feature a Winter Market and host a variety of community and economic driving events
- Renovated Community Building (the Former Clubhouse) to include publicly accessible amenities along with a portion of the building to become a universal Pre-Kindergarten site for the Williamsville School District,
- Outdoor Amphitheater
- Community Theater Building, approximately 31,000 SF to accommodate a prospective tenant, Musical Fare
- Buffalo Niagara Heritage Village Museum area to include a new building, themed playground and the relocated historical buildings (to be relocated from their current site under professional direction), and
- Supportive utilities such as sanitary sewers, water, electric and natural gas service.

The northern portion of Amherst Central Park is planned for natural-passive recreation along with preservation of existing ponds, wetlands and hardwood areas. From the southern portion, moving to the north, a proposed main loop drive provides access to features such as maintained trails and bike paths, natural playgrounds, and a variety of community gardens and tree plantings.

Supplemental Environmental Review

The PUD Plan is subject to review under the SEQR Act. A supplement to the FGEIS (SGEIS) is required because, pursuant to 6 NYCRR 617.10(d)(4), "[t]he subsequent proposed action was not addressed or was not adequately addressed in the Generic EIS and the subsequent action may have one or more significant adverse environmental impacts." The Town has prepared a Part 1 Environmental Assessment Form for the Central Park Project, as well as a proposed Part 2 and Part 3 for consideration by the Town Board. There are four potential significant adverse environmental impacts that should be addressed in a supplement to the FGEIS. The following are the four impacts:

1. Impact on land

Attachment: PUD application with FEAF (RES-2023-803 : SEQR Determination - 772 North Forest, 385 & 391 Maple Road)

2. Impact on surface water
3. Impact on transportation
4. Impact on human health

The Town Board will prepare a Supplement FGEIS for the four items requiring further analysis. It should be noted that In light of the prior SEQRA analysis for the Property, and public outreach, the Town Board may decide to waive scoping for the preparation of the Supplemental FGEIS. As part of the planned unit development process, both the Planning Board and the Town Board will be holding public hearings on the PUD Plan Application.

Attachment: PUD application with FEAF (RES-2023-803 : SEQR Determination - 772 North Forest, 385 & 391 Maple Road)

AMHERST
New York

CENTRAL PARK
Concept Plan

October 2, 2023

N

0 100 200 300
FEET

COMMISSIONED BY
THE TOWN OF AMHERST, N.Y.

Prepared By
DOVER, KOHL & PARTNERS

Modified By
The Town of Amherst

LEGEND

UNIQUE FEATURES
1) Community Building (Former Club House)
2) Music Fare Theater
3) The Winter Market
4) Ice Ribbon + Ice Rink
5) Splash Pad + Inclusive Playground
6) Amphitheater
7) Lake Front Pavilion
8) Outdoor Exercise Equipment (10 Stations)
9) Community Gardens (can be any size)
10) Greenhouse
11) Maintenance Area
12) Low Ropes Course or suspended bridges
13) Sheltered Bus Stop (at South Entrance)
14) Buffalo Niagara Heritage Village (Relocated)
15) Multi-use Pavilion

Multiple Features
- (PC) Playground (Conventional Equipment)
- (PN) Playground (Natural)
- (RR) Restrooms
- (SH) Roofed Open Air Shelters
- (OC) Outdoor Classrooms
- (ART) Public Art / Sculpture Sites
- (BT) Off-road Bike Trails, 4-feet wide, dirt
- (AR) Accentuated Rise (mounded hills)
- (MG) Minor Entrance Gates.
- (Bikes) Bicycle Parking Racks (size to be determined)

Existing Deciduous

Existing Tree Canopy

Existing Water

Proposed Marsh / Water

MAPLE ROAD
FAIRWAYS BLVD
FRANKHAUSER RD
SHERIDAN DRIVE
NORTH FOREST ROAD
Little Hardwood Swamp (exist.)
Pond (existing)
Exist. Wetland
Big Hardwood Swamp (existing)
Natural Preserve Area
Pond (Existing)
Existing Cart Path >>>>
<<< Existing Path
DRIVE
Summer Forest
Emergent Marsh (restore)
Existing Property Line
Playground (New)
Autumn Forest
CENTRAL MEADOW
Founders' Tree (to be planted at groundbreaking ceremony)
flower garden
Spring Forest -flowering trees-
Natural Playground (New)
Sm Prkg
Successional Northern Hardwood Forest
Natural Regeneration Area
Outdoor Exerc. Equip't (New)
Low Ropes or Small Elevated Bridges (New)
Reconstructed Bridge
Existing Property Line
Winter Forest
Playground (New)
Drive — one way →
Future Community Garden
Greenhouse (New)
Proposed Stormwater Retention
Pavilion (New)
Off-road Bike Trails (One-Way)
Pedestrian & Bike Entrance
Gate
Pavilion (Existing)
Amphitheater (New)
Maintenance (New)
100'-7"
Hoover House
Blacksmith Shop
Brewer's Cottage
School
Fiber Arts
Village Store
Elliott House
Trinity Church
Bandstand
Field 2 44062 SF 1.01 Acres
202'-4"
THE BIG MEADOW
UPK Playground
Outdoor Pool (Existing)
Club House (Existing)
South Entrance Garden
BNHV Relocated Small Structures
Bigelow Home
Schmitt Log House
Barn
Field 1 56792 SF 1.30 Acres
Playground
BNHV (New)
86'-8"
Splash Pad
Accessible Playground
118'-1"
477'-4"
Enlarge exist. Canal into pond
Theater (New)
Winter Market (New)
Restroom & Skate Rental (New)
Ice Ribbon & Rink
356'-6"
146'-9"
186'-11"
Existing Berm
ACP Entrance Signage
Existing Berm
Gate
Gate
Gate

Attachment: PUD application with FEAF (RES-2023-803 : SEQR Determination - 772 North Forest, 385 & 391 Maple Road)

AMHERST
New York

CENTRAL PARK
Existing 100 Yr. Floodplain

October 2, 2023

0 100 200 300
FEET

COMMISSIONED BY
THE TOWN OF AMHERST, N.Y.

Prepared By
DOVER, KOHL & PARTNERS

Modified By
The Town of Amherst

MAPLE ROAD

FAIRWAYS BLVD

Little Hardwood Swamp (exist.)

Pond (existing)

Exist. Wetland

Big Hardwood Swamp (existing)

Pond (Existing)

Natural Preserve Area

Existing Cart Path

EXISTING 100 YR. FLOODPLAIN

Existing Property Line

DRIVE

Summer Forest

Emergent Marsh (restore)

Playground (New)

Autumn Forest

CENTRAL MEADOW

Founders' Tree (to be planted at groundbreaking ceremony)

Flower Garden

Sm Prkg

Spring Forest -flowering trees-

Natural (New) Playground

Low Ropes Course (New)

Small Elevated

Reconstructed Bridge

Existing Property Line

Successional Northern Hardwood Forest (New)

Natural Regeneration Area

Outdoor Exerc. Equip't

Winter Forest

Playground (New)

DRIVE — one way

Sm Prkg

EXISTING 100 YR. FLOODPLAIN

EXISTING 100 YR. FLOODPLAIN

Community Garden

Greenhouse (New)

Pavilion (New)

Sm Prkg

Sm Prkg

Off-road Bike Trails (One-Way)

Gate

Pedestrian & Bike Entrance

Pavilion (Existing)

Service Lane

Gate

Amphitheater (New)

Gate

Maintenance (New)

NORTH FOREST ROAD

FRANKHAUSER RD

Field 2
44062 SF
1.01 Acres

Corn, Beans, Squash

Blacksmith Shop

Wheelchair Barrier

School

Sewer's Cabin

Barn

Fiber Arts

Village Store

Victory Garden

Hoover House

Elliot House

Trinity Church

Bandstand

THE BIG MEADOW

UPK Playground

Outdoor Pool (Existing)

Club House (Existing)

South Entrance Garden

Field 1
56792 SF
1.30 Acres

Bigelow Home

Schmitt Log House

Grapes

Veg.

Pumpkin

BNHV (New)

Playground

DRIVE

MAIN ENTRANCE

UPPER LEVEL EXITS

GARDEN / PATIO OUTDOOR SPACE

RETAINING WALL

Theater (New)

LOWER LEVEL DELIVERIES

STAFF ENTRY

EMER. EXIT

Splash Pad

Accessible Playground

Winter Market (New)

Ice Ribbon & Rink

Restroom & Skate Rental (New)

Apples

Peaches

Enlarge exist. Canal into pond

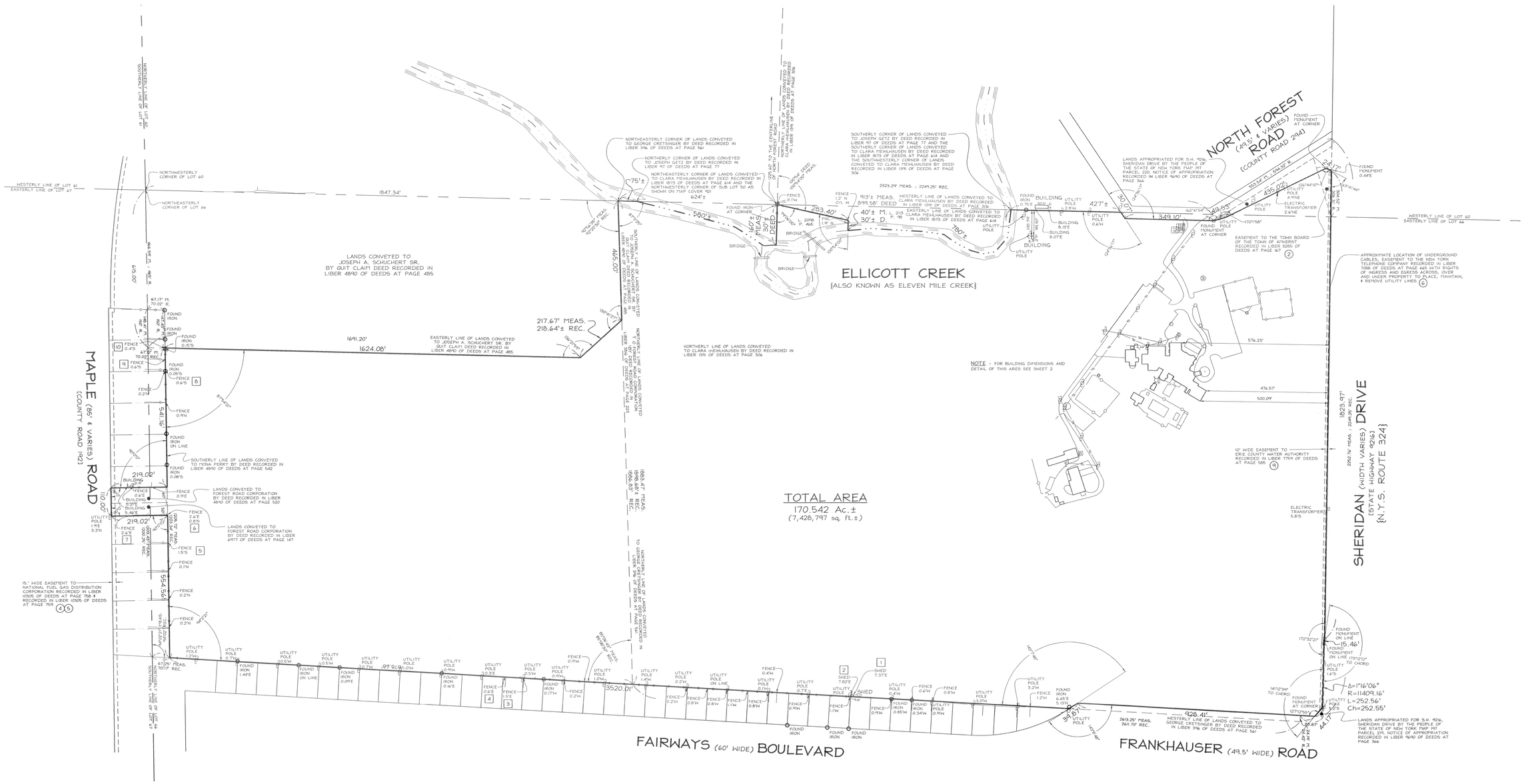
Existing Berm

ACP Entrance Signage

SHERIDAN DRIVE

Attachment: PUD application with FEAF (RES:2023-803 : SEQR Determination - 772 North Forest, 385 & 391 Maple Road)

TRUE NORTH AT THE 078°35' MERIDIAN OF WEST LONGITUDE


MAPLE (85' & VARIES) ROAD (COUNTY ROAD 182)
WESTERLY LINE OF LOT 61
EASTERLY LINE OF LOT 67
NORTHWESTERLY CORNER OF LOT 60
NORTHEASTERLY CORNER OF LOT 66
WESTERLY LINE OF LOT 60
EASTERLY LINE OF LOT 66
SOUTHERLY LINE OF LOT 61
1847.34'
624'±
580'±
75'±
LANDS CONVEYED TO JOSEPH A. SCHUCHERT SR. BY QUIT CLAIM DEED RECORDED IN LIBER 4890 OF DEEDS AT PAGE 485
NORTHEASTERLY CORNER OF LANDS CONVEYED TO GEORGE CRETSINGER BY DEED RECORDED IN LIBER 394 OF DEEDS AT PAGE 561
NORTHERLY CORNER OF LANDS CONVEYED TO JOSEPH GETZ BY DEED RECORDED IN LIBER 97 OF DEEDS AT PAGE 77
NORTHEASTERLY CORNER OF LANDS CONVEYED TO CLARA MEHLHAUSEN BY DEED RECORDED IN LIBER 1873 OF DEEDS AT PAGE 614 AND THE NORTHWESTERLY CORNER OF SUB LOT 50 AS SHOWN ON MAP COVER 101
SOUTHERLY CORNER OF LANDS CONVEYED TO JOSEPH GETZ BY DEED RECORDED IN LIBER 1873 OF DEEDS AT PAGE 614 AND THE SOUTHWESTERLY CORNER OF LANDS CONVEYED TO CLARA MEHLHAUSEN BY DEED RECORDED IN LIBER 1918 OF DEEDS AT PAGE 306
2323.29' MEAS. ; 2249.25' REC.
913'± MEAS. 899.58' DEED
WESTERLY LINE OF LANDS CONVEYED TO CLARA MEHLHAUSEN BY DEED RECORDED IN LIBER 1918 OF DEEDS AT PAGE 306
EASTERLY LINE OF LANDS CONVEYED TO CLARA MEHLHAUSEN BY DEED RECORDED IN LIBER 1873 OF DEEDS AT PAGE 614
40'± M. ; 30'± D.
283.40'
780'±
465.00'
217.67' MEAS. 218.64'± REC.
1691.20'
1624.08'
EASTERLY LINE OF LANDS CONVEYED TO JOSEPH A. SCHUCHERT SR. BY QUIT CLAIM DEED RECORDED IN LIBER 4890 OF DEEDS AT PAGE 485
NORTHERLY LINE OF LANDS CONVEYED TO CLARA MEHLHAUSEN BY DEED RECORDED IN LIBER 1918 OF DEEDS AT PAGE 306
ELLICOTT CREEK
{ALSO KNOWN AS ELEVEN MILE CREEK}
BRIDGE
NORTH FOREST (49.5' & VARIES) ROAD (COUNTY ROAD 294)
LANDS APPROPRIATED FOR S.H. 9216, SHERIDAN DRIVE BY THE PEOPLE OF THE STATE OF NEW YORK, MAP 197, PARCEL 220. NOTICE OF APPROPRIATION RECORDED IN LIBER 9240 OF DEEDS AT PAGE 366
427'±
349.10'
435.07'
EASTERLY LINE OF LANDS CONVEYED TO JOSEPH GETZ BY DEED RECORDED IN LIBER 97 OF DEEDS AT PAGE 77
FOUND MONUMENT AT CORNER
FOUND MONUMENT 0.44'E
EASEMENT TO THE TOWN BOARD OF THE TOWN OF AMHERST RECORDED IN LIBER 8285 OF DEEDS AT PAGE 167 (2)
APPROXIMATE LOCATION OF UNDERGROUND CABLES, EASEMENT TO THE NEW YORK TELEPHONE COMPANY RECORDED IN LIBER 7088 OF DEEDS AT PAGE 665 WITH RIGHTS OF INGRESS AND EGRESS ACROSS, OVER AND UNDER PROPERTY TO PLACE, MAINTAIN, & REMOVE UTILITY LINES (6)
ELECTRIC TRANSFORMER 2.6'NE
ELECTRIC TRANSFORMER 5.8'S
NOTE : FOR BUILDING DIMENSIONS AND DETAIL OF THIS AREA SEE SHEET 2
574.23'
474.57'
500.09'
10' WIDE EASEMENT TO ERIE COUNTY WATER AUTHORITY RECORDED IN LIBER 7769 OF DEEDS AT PAGE 585 (9)
SHERIDAN (WIDTH VARIES) DRIVE (STATE HIGHWAY 9216) {N.Y.S. ROUTE 324}
1823.97'
259.76' MEAS. ; 224.29' REC.
FOUND MONUMENT ON LINE 15.46'
FOUND MONUMENT ON LINE 179°27'21" TO CHORD
Δ=1°16'06"
R=11409.16'
L=252.56'
Ch=252.55'
172°33'21"
147°27'39" TO CHORD
FOUND MONUMENT AT CORNER 127°12'54"
44.17'
LANDS APPROPRIATED FOR S.H. 9216, SHERIDAN DRIVE BY THE PEOPLE OF THE STATE OF NEW YORK MAP 197 PARCEL 219. NOTICE OF APPROPRIATION RECORDED IN LIBER 9240 OF DEEDS AT PAGE 366
WESTERLY LINE OF LANDS CONVEYED TO GEORGE CRETSINGER BY DEED RECORDED IN LIBER 394 OF DEEDS AT PAGE 561
NORTHERLY LINE OF LANDS CONVEYED TO CLARA MEHLHAUSEN BY DEED RECORDED IN LIBER 1918 OF DEEDS AT PAGE 306
1883.47' MEAS. 1896.69'± REC.
TOTAL AREA
170.542 Ac.±
(7,428,797 sq. ft.±)
219.02' BUILDING 1.2'E
219.02' BUILDING 5.4'E
FENCE 0.6'E BUILDING 5.2'W
FENCE 0.9'E
FENCE 2.6'E 0.8'N
FENCE 2.6'E
FENCE 1.5'S
FENCE 0.1'N
FENCE 0.2'N
FENCE 0.2'N
FENCE 0.4'S
FENCE 0.5'S
FENCE 0.2'S
FENCE 0.1'N
FENCE 0.4'N
FENCE 0.4'S
FENCE 0.6'S
FENCE 1.5'E
FENCE 0.4'W
FENCE 0.2'W
FENCE 0.2'W
FENCE 0.8'W
FENCE 0.8'W
FENCE 0.7'W
FENCE 0.8'W
FENCE 0.4'W
FENCE 0.6'W
FENCE 0.8'W
FENCE 1.7'W
FENCE 0.9'W
FENCE 0.6'W
FENCE 0.8'W
FENCE 1.2'W
FENCE 6.6'E 5.1'N
FENCE 0.4'W
FENCE 0.2'W
FENCE 0.2'W
FENCE 0.2

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Amherst Central Park		
Project Location (describe, and attach a general location map): Property located at 772 North Forest Road, 385 & 391 Maple Road		
Brief Description of Proposed Action (include purpose or need): Adoption of a conceptual development plan for a planned unit development for the conversion of a former private golf course to a community park to include cultural, recreational and civic public spaces on an approximately 170.5 +/- acre parcel.		
Name of Applicant/Sponsor: Town of Amherst	Telephone: (716) 631-7051 E-Mail:	
Address: 5583 Main Street		
City/PO: Williamsville	State: NY	Zip Code: 14221
Project Contact (if not same as sponsor; give name and title/role): Daniel C. Howard, AICP, Planning Director	Telephone: (716) 631-7051 E-Mail: dhoward@amherst.ny.us	
Address: 5583 Main Street		
City/PO: Williamsville	State: NY	Zip Code: 14221
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

Attachment: PUD application with FEAF (RES-2023-803 : SEQR Determination - 772 North Forest, 385 & 391 Maple Road)

B. Government Approvals

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes ☐No	Town Board	October 2023
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Planning Board (PUD recommendation)	TBD
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☑Yes ☐No	Amherst Building Department - Construction permits	TBD
e. County agencies ☑Yes ☐No	Erie County Dept of Environment and Planning 239GML & ECDPW - ROW permits	October 2023
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	NYSDOT - ROW permit NYSDEC - SPDES and wetland permits	TBD
h. Federal agencies ☑Yes ☐No	US Army Corps of Engineers -CWA 404	TBD

i. Coastal Resources.

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

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

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

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

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

If Yes, identify the plan(s):

NYS Heritage Areas:West Erie Canal Corridor

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

If Yes, identify the plan(s):

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C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
RC- Recreation Conservation

b. Is the use permitted or allowed by a special or conditional use permit? ☑ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? no zoning district change, however, adjustments are proposed as part of the PUD application

C.4. Existing community services.

a. In what school district is the project site located? Williamsville Central School

b. What police or other public protection forces serve the project site?
Town of Amherst Police Department

c. Which fire protection and emergency medical services serve the project site?
Snyder Fire District, Millard FIllmore Suburban Hospital

d. What parks serve the project site?
Town of Amherst Audubon Golf Course, Town of Amherst Northtown Center (Ice Rink) & Recreation Complex (Athletic Fields), Town of Amherst Par 3 Golf Course, Town of Amherst Ellicott Creek Trailway (bike path and tennis courts)

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Mixed - Recreation, Civic, Community Facility, Commercial

b. a. Total acreage of the site of the proposed action? 170.5 acres
b. Total acreage to be physically disturbed? 17+/- acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 170.5 acres

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

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

e. Will the proposed action be constructed in multiple phases? ☑ Yes ☐ No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
- Total number of phases anticipated TBD
- Anticipated commencement date of phase 1 (including demolition) June month 2024 year
- Anticipated completion date of final phase June month 2034 year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:
The southern portion of the project site will be completed first, which will have the most intensive development with recreation, community and civic facilities.

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

If Yes, show numbers of units proposed.

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

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

If Yes,

i. Total number of structures 11+/-new plus 20 +/- relocated structures

ii. Dimensions (in feet) of largest proposed structure: 40 height; 150 width; and 200 length

iii. Approximate extent of building space to be heated or cooled: 30,000 square feet

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

If Yes,

i. Purpose of the impoundment: creation of decorative pond

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

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

iv. Approximate size of the proposed impoundment. Volume: 937.79 million gallons; surface area: 0.96 acres

v. Dimensions of the proposed dam or impounding structure: 3 height; 450+/- length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):
excavation of existing town drainage way

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☑ Yes ☐ No
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)

If Yes:

i .What is the purpose of the excavation or dredging? Removal of soil for buildings and pond construction

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): TBD
- Over what duration of time? TBD

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. Will there be onsite dewatering or processing of excavated materials? □ Yes □ No If yes, describe. removal of existing natural soil strata and historical soil fill material from golf course construction. Management and off site disposal of any soils will be under the appropriate oversight of NYS DEC. ☐ ☑

iv.

v. What is the total area to be dredged or excavated? TBD acres

vi. What is the maximum area to be worked at any one time? TBD acres

vii. What would be the maximum depth of excavation or dredging? TBD feet

viii. Will the excavation require blasting? ☐ Yes ☑ No

ix. Summarize site reclamation goals and plan:
site to be reclaimed for passive and active recreation.

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☑ Yes ☐ No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): see isolated wetlands and unregulated tributaries in the delineation report prepared by Earth Dimensions, Inc. dated June12, 2023

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ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

The Town will alter the wetlands identified as wetland W11 and W12 to accommodate the location of a theater and museum building. Tributary 3 will be also be altered. These water bodies will be altered to accommodate stormwater detention and a decorative pond.

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☑ Yes ☐ No

If Yes, describe: construction of a decorative pond may disturb existing sediments in tributary 3

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☑ No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

Disturbed area will be reclaimed to a decorative pond in the southwest corner of the initial project area.

c. Will the proposed action use, or create a new demand for water? ☑ Yes ☐ No

If Yes:

i. Total anticipated water usage/demand per day: 100,000 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☑ Yes ☐ No

If Yes:

- Name of district or service area: Town of Amherst/ECWA Lease Management Area
- Does the existing public water supply have capacity to serve the proposal? ☑ Yes ☐ No
- Is the project site in the existing district? ☑ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☑ No
- Do existing lines serve the project site? ☑ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☑ Yes ☐ No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: building service lines and a new main extension will be constructed to service the buildings.
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☑ No

If, Yes:

- Applicant/sponsor for new district: N/A
- Date application submitted or anticipated: N/A
- Proposed source(s) of supply for new district: N/A

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☑ Yes ☐ No

If Yes:

i. Total anticipated liquid waste generation per day: 80,000 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): sanitary wastewater will be generated, including splash pad spray to drain system and backwash water for swimming pool

iii. Will the proposed action use any existing public wastewater treatment facilities? ☑ Yes ☐ No

If Yes:

- Name of wastewater treatment plant to be used: Town of Amherst Wastewater Treatment Plant #16
- Name of district: Town of Amherst Consolidated Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project? ☑ Yes ☐ No
- Is the project site in the existing district? ☑ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☑ No

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

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: A sanitary main extension will be constructed to service the site with individual laterals for each new occupied buildings.

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

If Yes:

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

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

N/A

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

N/A

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

If Yes:

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

_____ Square feet or 16.85 acres (impervious surface)

_____ Square feet or 170.5 acres (parcel size)

ii. Describe types of new point sources. The creation of new parking lots, impervious park spaces, paved pathways, Town facilities, landscaped/ manicured lawn spaces and park/access roads.

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

Site runoff will be captured and treated in source proximity before being conveyed through a piped tiered system to a storm detention pond for additional treatment and attenuation. Ultimately, runoff will be discharged to Ellicott Creek.

- If to surface waters, identify receiving water bodies or wetlands: Ellicott Creek, Wetland W11 and tributary 3
- Will stormwater runoff flow to adjacent properties? ☐ Yes ☑ No

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

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

If Yes, identify:

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

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

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

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

If Yes:

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

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

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

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

If Yes:

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

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

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

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

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

If Yes:

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

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

iii. Parking spaces: Existing 240 Proposed 563 Net increase/decrease + 323

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

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

The project site consists of improving the entry off of North Forest Road and adding a driveway along Sheridan Drive.

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

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

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

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

If Yes:

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

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

National Grid (grid/local utility)

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

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

i. During Construction:

- Monday - Friday: 7am to 7pm
- Saturday: 7am to 7pm
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: available 24 hours
- Saturday: available 24 hours
- Sunday: available 24 hours
- Holidays: available 24 hours

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

If yes:

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

Heavy equipment will be used on site during construction during 7am to 7pm Monday through Friday.

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

Describe: The intent is to keep natural buffers intact between land uses.

n. Will the proposed action have outdoor lighting? ☑ Yes ☐ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

The project will consist of parking lot and street lighting as per Town of Amherst Engineering road standards and Zoning Code requirements per Chapter 203-7-3.

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

Describe:

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

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

The proposed Buffalo Niagara Heritage Village museum will have outdoor living displays ,which may include livestock and poultry. Such displays will be 150'+/- from the nearest occupied structures to the west of the project site.

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

If Yes:

i. Product(s) to be stored

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

iii. Generally, describe the proposed storage facilities:

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

If Yes:

i. Describe proposed treatment(s):

During operation, pesticide use may include routine rodent baiting associated with food service operations.
During operation, limited herbicide use may be utilized to control invasive weed growth.

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

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

If Yes:

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

- Construction: building materials waste tons per TBD (unit of time)
- Operation : refuse/food wastes tons per TBD (unit of time)

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

- Construction: TBD
- Operation: source separation of recyclables

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

- Construction: TBD
- Operation: Solid waste landfill

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s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

Unknown if hazardous waste will be generated as part of construction remediation activities. If yes, hazardous materials will be disposed of at a hazardous waste facility with concurrence of NYSDEC.

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☑ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☑ Other (specify): Municipal Facility, Recreation and Utilities

ii. If mix of uses, generally describe:

The project site was operated as a private golf course surrounded predominantly by residential housing. The Town's Highway Department is located to the east and the Town Audubon and Par 3 golf courses are located to the north of the property. Within close proximity are commercial land uses.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	8.66	25.51	16.85
• Forested	14.97	14.97	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	136.66	109.21	-27.45
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	3.34	4.3	+0.96
• Wetlands (freshwater or tidal)	10.26	10.09	-0.17
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: _____			

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c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☑ No

i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☑ Yes ☐ No

If Yes,

i. Identify Facilities:

Maplemere Elementary School

e. Does the project site contain an existing dam? ☐ Yes ☑ No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Has the facility been formally closed? ☐ Yes ☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

_____

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☑ Yes ☐ No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

soil contaminates have been identified on the site associated with the use of herbicides and pesticides when operated as a golf course by prior owners.

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☑ Yes ☐ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☑ Yes ☐ No

☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____

☑ Yes – Environmental Site Remediation database — Provide DEC ID number(s): C915291

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☑ Yes ☐ No

If yes, provide DEC ID number(s): C915291, C915207

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

Brownfield site C915291 was terminated from the NYS Brownfield Program in April 2023 by notice of the transfer of the Property to the Town of Amherst. Adjacent site C915207 is "completed" per the NYSDEC Site Registry.

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v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☑ No

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

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? >80 inches feet

b. Are there bedrock outcroppings on the project site? ☐ Yes ☑ No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site:

Odessa (silt loam)	38 %
Claverack (loamy fine)	18 %
Cosad (loamy fine sand)	15 %

d. What is the average depth to the water table on the project site? Average: 0.5-1.5 feet

e. Drainage status of project site soils:
☐ Well Drained: _____% of site
☑ Moderately Well Drained: 90 % of site
☑ Poorly Drained 10 % of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: 100 % of site
☐ 10-15%: _____% of site
☐ 15% or greater: _____% of site

g. Are there any unique geologic features on the project site? ☐ Yes ☑ No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☑ Yes ☐ No

ii. Do any wetlands or other waterbodies adjoin the project site? ☑ Yes ☐ No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☑ Yes ☐ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name 837-25 ~~Ellicott Creek~~ Classification B
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Federal Waters, Federal Waters, Federal Waters,... Approximate Size _____
- Wetland No. (if regulated by DEC) _____

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

If yes, name of impaired water body/bodies and basis for listing as impaired: _____
Name - Pollutants - Uses:Ellicott Creek, Lower, and tribs – Nutrients;Silt/Sediment – Aquatic Life

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

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

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

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

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m. Identify the predominant wildlife species that occupy or use the project site:
deer, rabbits, squirrels, mice
turkeys
red fox, coyotes

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

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

If Yes:
i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☑ No

If Yes:
i. Species and listing: _____

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

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

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

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

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

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

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

If Yes:

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

ii. Name: Eligible property:829 NORTH FOREST RD, AMHERST

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

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

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

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

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

If Yes:

i. Identify resource: _____

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

iii. Distance between project and resource: _____ miles.

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

If Yes:

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

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

F. Additional Information

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

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

G. Verification

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

Applicant/Sponsor Name Daniel C. Howard, AICP Date October 2, 2023

Signature _____ Title Planning Director

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PRINT FORM

EAF Mapper Summary Report

Friday, August 18, 2023 2:08 PM



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



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	Remediaton Sites:C915291, NYS Heritage Areas:West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Yes - Digital mapping data for Spills Incidents are not available for this location. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Yes
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Yes
E.1.h.i [DEC Spills or Remediation Site - DEC ID Number]	C915291
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	C915291, C915207
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	837-25
E.2.h.iv [Surface Water Features - Stream Classification]	B
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters

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E.2.h.v [Impaired Water Bodies]	Yes
E.2.h.v [Impaired Water Bodies - Name and Basis for Listing]	Name - Pollutants - Uses:Ellicott Creek, Lower, and tribs – Nutrients;Silt/Sediment – Aquatic Life
E.2.i. [Floodway]	Yes
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Eligible property:829 NORTH FOREST RD, AMHERST
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

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Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "**Yes"** to a numbered question, please complete all the questions that follow in that section.
- If you answer "**No"** to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) ☐ NO ☑ YES
If "Yes", answer questions a - j. If "No", move on to Section 2.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☑	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☑	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☑	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☐	☑
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☑	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☑	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☑	☐
h. Other impacts: _____ _____		☐	☐

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2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

☑ NO ☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____ _____		☐	☐

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

☐ NO ☑ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☐	☑
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☑	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☑	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☑	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☐	☑
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☑	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☑	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☑	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☑	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☑	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☑	☐

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l. Other impacts: _____ _____		☐	☐

4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) ☐ NO ☑ YES

If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☑	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☑	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☑	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☑	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☑	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☑	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☑	☐
h. Other impacts: _____ _____		☐	☐

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) ☐ NO ☑ YES

If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☑	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☑	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☑	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☑	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☑	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☑	☐

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g. Other impacts: _____ _____		☐	☐

6. Impacts on Air

The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) ☑ NO ☐ YES

If "Yes", answer questions a - f. If "No", move on to Section 7.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO_2)	D2g	☐	☐
ii. More than 3.5 tons/year of nitrous oxide (N_2O)	D2g	☐	☐
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	☐	☐
iv. More than .045 tons/year of sulfur hexafluoride (SF_6)	D2g	☐	☐
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	☐	☐
vi. 43 tons/year or more of methane	D2h	☐	☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____ _____		☐	☐

7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) ☑ NO ☐ YES

If "Yes", answer questions a - j. If "No", move on to Section 8.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☐	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☐	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☐	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☐	☐

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e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☐	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☐	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☐	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____ _____	E1b	☐	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☐	☐
j. Other impacts: _____ _____		☐	☐

8. Impact on Agricultural Resources

The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", move on to Section 9.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, Elb	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	El a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

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9. Impact on Aesthetic Resources

The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.)

☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", go to Section 10.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	 ☐ ☐	 ☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	 ☐ ☐	 ☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile ½ -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____ _____		☐	☐

10. Impact on Historic and Archeological Resources

The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)

☐ NO ☑ YES

If "Yes", answer questions a - e. If "No", go to Section 11.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	☑	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☑	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☑	☐

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d. Other impacts: _____ _____		☐	☐
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	☑	☐
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	☑	☐
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	☑	☐

11. Impact on Open Space and Recreation

The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan.
(See Part 1. C.2.c, E.1.c., E.2.q.)
If "Yes", answer questions a - e. If "No", go to Section 12.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____ _____		☐	☐

12. Impact on Critical Environmental Areas

The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d)
If "Yes", answer questions a - c. If "No", go to Section 13.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
c. Other impacts: _____ _____		☐	☐

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13. Impact on Transportation

The proposed action may result in a change to existing transportation systems. ☐ NO ☑ YES
(See Part 1. D.2.j)
If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☑	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☐	☑
c. The proposed action will degrade existing transit access.	D2j	☑	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☑	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☐	☑
f. Other impacts: _____ _____		☐	☐

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy. ☑ NO ☐ YES
(See Part 1. D.2.k)
If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☐	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☐	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☐	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☐	☐
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting. ☐ NO ☑ YES
(See Part 1. D.2.m., n., and o.)
If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☑	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☑	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☑	☐

Attachment: PUD application with FEAF (RES-2023-803 : SEQR Determination - 772 North Forest, 385 & 391 Maple Road)

d. The proposed action may result in light shining onto adjoining properties.	D2n	☑	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☑	☐
f. Other impacts: _____ _____		☐	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) ☐ NO ☑ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No,or small impact may cccur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☑	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☑
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☑	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☑	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☑	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☑
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☑	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☑
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☑	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☑	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☑	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☑	☐
m. Other impacts: _____ _____		☐	☐

Attachment: PUD application with FEAF (RES-2023-803 : SEQR Determination - 772 North Forest, 385 & 391 Maple Road)

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☐	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, Elb	☐	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____ _____		☐	☐

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) ☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☐	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☐	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐
g. Other impacts: _____ _____		☐	☐

PRINT FULL FORM

Attachment: PUD application with FEAF (RES-2023-803 : SEQR Determination - 772 North Forest, 385 & 391 Maple Road)

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts and Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:
To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

1. Impact on Land - The proposed conversion of the former golf course to a community park may involve the excavation and removal of more than 1000 tons of soil from the 170.5 +/- acre site.

2. Impact of Surface Water - The construction of a 0.96+/- acre decorative pond within an existing unnamed tributary may disturb existing bottom sediments of such tributary. Additionally, a 0.17 +/- acre isolated wetland will be filled to accommodate a parking area.

3. Impact on Transportation - The proposed action will result in the construction of paved parking for 500 or more vehicles and the proposed action may alter the present pattern of movement of people or goods.

4. Impact on Human Health - The project site has evidence of soil contaminants as a result of past use of herbicides/pesticides. Adequate control measures will be in place to ensure that any contaminated soils are managed in accordance with applicable laws and be protective of the environment and human health.

Attachment: PUD application with FEAF (RES-2023-803 : SEQR Determination - 772 North Forest, 385 & 391 Maple Road)

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☑ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☑ Part 1 ☑ Part 2 ☑ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the Town of Amherst Town Board as lead agency that:

☐ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

☑ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Amherst Central Park

Name of Lead Agency: Town of Amherst

Name of Responsible Officer in Lead Agency: Brian J. Kulpa

Title of Responsible Officer: Town Supervisor

Signature of Responsible Officer in Lead Agency: Date: October 2, 2023

Signature of Preparer (if different from Responsible Officer) Date: October 2, 2023

For Further Information:

Contact Person: Daniel C. Howard, AICP, Planning Director

Address: 5583 Main Street, Williamsville, New York 14221

Telephone Number: 716-631-7051

E-mail: dhoward@amherst.ny.us

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)
Other involved agencies (if any)
Applicant (if any)
Environmental Notice Bulletin: http://www.dec.ny.gov/enb/enb.html

Attachment: PUD application with FEAF (RES-2023-803 : SEQR Determination - 772 North Forest, 385 & 391 Maple Road)

PRINT FULL FORM

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 28034 **RESOLUTION 2023-804** **ADOPTED AS AMENDED**

Elected Officials' Salaries for 2024

BE IT RESOLVED, that Elected Officials' salaries be set for the year 2024 as follows:

	2023 Salary	**2024 Proposed**
Supervisor	$105,000	$105,000
*Deputy Supervisor	$4,000	$4,000
Councilmembers	$35,000	$35,000
Town Clerk	$82,000	$82,000
** Records Management Officer Stipend	$15,000	$15,000
Highway Superintendent	$100,000	$100,000
Town Justices	$102,000	$102,000
***~~Drug~~ Substance Abuse Court Stipend	$25,000	$25,000

BE IT FURTHER RESOLVED, that these salaries be part of the preliminary budget and part of the notice of hearing of the preliminary budget.

*Stipend for Deputy Supervisor
**Stipend for Town Clerk
***Stipend for each Town Justice

10/2/2023
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Berger. A motion to amend was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None.

RESULT:	**ADOPTED AS AMENDED [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: 10/02/23 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 28039 **RESOLUTION 2023-805** **ADOPTED**

Scheduling of Public Hearing on Proposed Local Law - 2024 Budget Exceeding Tax Cap Levy

WHEREAS, the Town Board of the Town of Amherst, New York desires to consider adopting legislation to override the limit on the amount of real property taxes that may be levied by the Town of Amherst pursuant to General Municipal Law §3-c, and to allow the Town of Amherst to adopt a town budget for fiscal year 2024 that includes a real property tax levy in excess of the tax levy limit;

NOW, THEREFORE BE IT RESOLVED, by the Town Board of the Town of Amherst, New York that a proposed Local Law, Local Law No. _____-2023, "A Local Law To Override The Tax Levy Limit Established In General Municipal Law §3-c," in its final form attached hereto, be and the same hereby is introduced for adoption and scheduled for a Public Hearing on October 16th, 2023; and

BE IT FURTHER RESOLVED, that said proposed Local Law be placed upon the desks of the members of this Town Board on this date and remain there and a copy thereof be kept on file in the Office of the Town Clerk until October 16th, 2023 and that a Public Hearing be scheduled to be held before this Town Board on the 16th day of October 2023 at 7:00 p.m. at Amherst Town Hall, 5583 Main Street, Williamsville, New York, on the advisability of adopting and enacting said proposed Local Law; and

BE IT FURTHER RESOLVED, that the Town Clerk shall cause notice of said Public Hearing to be published once in The Amherst Bee at least five (5) days prior to the date of said Public Hearing, which notice shall contain the time and place of said hearing, the title and purpose thereof, as well as a statement that a copy of said proposed Local Law is on file in the Town Clerk's Office.

10/2/2023
Consent

FINANCIAL IMPACT:

None.

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

Attachment: LocalLaw xx-2023 (RES-2023-805 : Scheduling of Public Hearing on Proposed Local Law - 2024 Budget Exceeding Tax Cap Levy)

LOCAL LAW NO. _____-2023

TOWN OF AMHERST

COUNTY OF ERIE, STATE OF NEW YORK

A Local Law To Override The Tax Levy Limit Established In General Municipal Law §3-c

Be it enacted by the Town Board of the Town of Amherst as follows:

Section 1. Title.

This Local Law shall be referred to as, "A Local Law To Override The Tax Levy Limit Established In General Municipal Law §3-c."

Section 2. Legislative Intent and Purpose

While a cap on the property tax levy may provide "political appeal in its simplicity," according to the New York Conference on Mayors' Mayoral Task Force on Mandate and Property Tax Relief, a cap without specific exclusions - such as costs associated with health care, pensions, extraordinary capital expenditures and reductions in state aid - and relief from state mandates results in destructive local budget deficits, decimated municipal work forces and a dangerous reduction in essential services provided by local governments.

In order to provide essential municipal services, and truly achieve property tax relief, the state must first reform the cost drivers that lead to high property taxes in New York, particularly the many mandates on local governments pertaining to collective bargaining and managing workforce costs.

In addition, several years of high inflation rates, coupled with Federal Reserve interest rate increases, has increased costs in government purchasing and borrowing, leading to higher operating expenses, while many areas of governmental revenue still lag. This affects the ability of government at all levels to balance their budget without eroding fund balance. Furthermore, it was proven during the COVID-19 pandemic that fund balance is essential to continuing operations during times of adversity.

It is the intent of this Local Law to allow the Town of Amherst the flexibility to adopt a budget for the fiscal year commencing 2024 that requires a property tax levy in excess of the "tax levy limit" defined by General Municipal Law §3-c if necessary to provide essential services. The law further provides the mechanism whereby if the state comptroller determines that the Town has exceeded the 2% tax levy cap, then the Town is in a position to allocate funds to pay the difference.

Attachment: LocalLaw xx-2023 (RES-2023-805 : Scheduling of Public Hearing on Proposed Local Law - 2024 Budget Exceeding Tax Cap Levy)

Section 3. Authority

This Local Law is adopted pursuant to Subdivision 5 of General Municipal Law §3-c, which expressly authorizes a local government's governing body to override the property tax cap for the 2024 fiscal year by the adoption of a Local Law approved by a vote of sixty percent (60%) of said governing body.

Section 4. Tax Levy Limit Override

The Town Board of the Town of Amherst is hereby authorized to adopt a budget for the fiscal year commencing in 2024 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.

Section 5. Amendment of Chapter 175

Therefore, Chapter 175 of the Code of the Town of Amherst is amended, specifically to add a new Article, Article XIII. Real Property Tax Levy 2024, to incorporate the authorization to adopt a budget for the fiscal year commencing in 2024 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.

Section 6. Severability

If a Court determines that any clause, sentence, paragraph, subdivision or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the Court's order or judgment shall not affect, impair or invalidate the remainder of this Local Law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 7. Effective Date.

This Local Law shall take effect immediately and be filed in the Office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and published pursuant to Section 130 of the Town Law and Chapter 28 of the Code of the Town of Amherst.

Francina J. Spoth, Town Clerk
Town of Amherst
County of Erie, State of New York

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Councilmembers
Initiated by: **Deborah Bruch Bucki**
Co-Sponsored by:

DOC ID: 28037 **RESOLUTION 2023-806** **ADOPTED**

Appointment to Senior Services Advisory Board

WHEREAS the purpose of the Amherst Senior Center Advisory Board is to support the Mission of the Town of Amherst Department of Senior Services; to advocate for services to support older adults and caregivers and appropriate funding for current and future programming; to foster communication between the Town and the community regarding issues, trends, and public policy affecting older adults; to support and sponsor appropriate program development; and to advise and consult with the Amherst Town Board regarding issues related to senior citizens; and

WHEREAS, the Amherst Senior Center Advisory Board meets five (5) times a year; and

WHEREAS, the Amherst Senior Center Advisory Board shall consist of twelve (12) appointed members; each appointed by a majority of the Amherst Town Board, who shall serve a term of two (2) years and may be appointed for two (2) additional two (2) year terms; and

WHEREAS, the Amherst Senior Center Advisory Board currently has a Board of five (5) members, who shall continue to serve until their term of appointment expires, as follows:

James W. Bardot, Chair, term expires 12/31/2024
Aaron Carlson, member, term expires 12/31/2024
Rev. Susan Frawley, member, term expires 12/31/2024
Rhonda Frederick, member, term expires 12/31/2023
Dr. Julie Whitbeck-Lewinski, term expires 12/31/2024; and

WHEREAS, James W. Bardot has been selected by the Director of Senior Services to serve as Senior Center Advisory Board Chairperson for a term to expire 12/31/2024; and

WHEREAS, in addition to appointed members, the following individuals shall serve in ex-officio capacity:

Deputy Supervisor Deborah Bruch Bucki, PhD, RN, Liaison to Senior Services
Melissa Abel, Executive Director, Town of Amherst Senior Services
Mary-Diana Pouli, Executive Director, Town of Amherst Youth & Recreation
Michael Camilleri, Town of Amherst Assistant Chief of Police
Dal Giuliani, Executive Director, Amherst Generations Foundation
Ms. Del Szczesniak, President, Senior Center Representatives Council
Ann Nichols, Clerk to Town Justice, representative from Amherst Town Court; and

WHEREAS, Gary Henry has expressed interest in serving on the Senior Services Advisory Board.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Gary Henry to serve on the Senior Center Advisory Board for the term to expire December 31, 2025.

10/2/2023

Consent

FINANCIAL IMPACT:

None.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Deborah Bruch Bucki, Deputy Supervisor
SECONDER:	Brian J. Kulpa, 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: 10/02/23 07:00 PM
Department: Councilmembers
Initiated by: **Deborah Bruch Bucki**
Co-Sponsored by:

DOC ID: 28038 **RESOLUTION 2023-807** **ADOPTED**

Board of Assessment Review Re-Appointment

WHEREAS, under New York State Statute the Town maintains a Board of Assessment Review (BAR) that consists of 5 permanent members who are each appointed for a five-year term that runs from October 1 through September 30; and

WHEREAS, William Heussler has expressed interest in serving as a permanent member of the board; and

WHEREAS, William has been a temporary member for 5 years and his knowledge and insights in the local market are invaluable.

NOW THEREFORE BE IT RESOLVED that upon the recommendation of the Town Assessor, the Town Board kindly adopts this resolution approving appointment of William Heussler to the Board of Assessment Review for a five-year term from October 1, 2023 - September 30, 2028, effective immediately.

10/2/2023
Consent

FINANCIAL IMPACT:

None.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Deborah Bruch Bucki, Deputy Supervisor
SECONDER:	Brian J. Kulpa, 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: 10/02/23 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 28011 **RESOLUTION 2023-808** **ADOPTED**

Glen Park Joint Board Appointment

WHEREAS, the Glen Park Joint Board (GPJB) oversees the maintenance and improvement of Glen Park, dedicated to fostering a clean, safe, and enjoyable environment through water quality, landscaping and nature education initiatives that enhance and improve the quality of life in both the Village of Williamsville, and the Town of Amherst, while protecting the historic character of the park, its natural beauty and its sense of community; and

WHEREAS, the GPJB generally meets first Tuesday of the month; and

WHEREAS, the GPJB shall consist of nine (9) members, five (5) appointed by the Williamsville Village Board and four (4) by the Amherst Town Board, each member serving three (3) year terms to conclude on June 30 of the designated year; and

WHEREAS, the GPJB currently has a Board of nine members, who shall continue to serve until their term of appointment expires, as follows:

Amy Jackson, Chairperson, term expires 06/30/2025
Peter Warn, Vice Chairperson, term expires 06/30/2025
Sharon Coady Daniels, Member, term expires 06/30/2025
P.J. Glauber, Member, term expires 06/30/2025
Annette Herman, Secretary, term expires 06/30/2026
Frank Jaworski, Member, term expires 06/30/2025
Paul Krieter, Budget Monitor, term expires 06/30/2024
Robert (Bob) Krieter, non-voting Honorary Appointee
Douglas Richardson, Member, term expires 06/30/2025
Eileen Torre, Resource Person, Village Liaison
Michael Szukala, Resource Person, Town Liaison; and

WHEREAS, members may be re-appointed, but in the event of a vacancy, the appointing board shall fill the remaining duration of the term; and

WHEREAS, the Members of the Board shall, by majority vote, elect a Chairperson from among the members and such officers as may be deemed necessary from time to time; and

WHEREAS, Christina Bleckinger has expressed an interest in serving.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Christina Bleckinger to serve her first full term to expire June 30, 2026.

10/2/2023
Consent

FINANCIAL IMPACT:

None.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Michael Szukala, Councilmember
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: 10/02/23 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 28029 **RESOLUTION 2023-809** **ADOPTED**

Termination of Drainage Easements (6842-6846 Main Street)

AGENDA ITEM : OCTOBER 2ND, 2023

TO: **Town Board**

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

DATE: **September 26, 2023**

RE: **Termination of Drainage Easements**
6842-6846 Main Street [SBL No. 70.17-3-9.21]

Kindly adopt the following resolution with respect to the above matter:

WHEREAS, 6842 Main Street, LLC, the owner of property located at 6842-6846 Main Street ("Subject Parcel"), has requested that the Town Board adopt a resolution terminating the attached two Easements recorded on June 18, 1990 at Liber 10184 of Deeds at Page 520 and recorded on August 17, 1966 at Liber 7267 of Deeds at Page 631 for storm drainage facilities conveyed to the Town of Amherst by previous owners of the Subject Parcel since there are not any drainage lines or related drainage improvements located in the easement area of either Easement and the requested termination of the Easements has been reviewed and deemed acceptable by the Highway Department.

THEREFORE BE IT RESOLVED, the Town Board hereby approves the termination of the Easements recorded on June 18, 1990 at Liber 10184 of Deeds at Page 520 and recorded on August 17, 1966 at Liber 7267 of Deeds at Page 631 for storm drainage facilities subject to review and approval of the Termination of Easement document by the Town Attorney's Office and hereby authorizes the Supervisor to execute the Termination of Easement document once reviewed and approved by the Town Attorney's Office.

MAP:nmb:hs
Attachments
c: Tim Koller, Deputy Town Clerk
(*w/attachments,* **Agenda Item - October 2, 2023**)
Craig Schreck, General Crew Chief, Town of Amherst Highway Department
(*w/attachments*)
Sean W. Hopkins, Esq. (*w/o attachments, via E-Mail)*

10/2/2023
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

Bal 224
Easement -
Elmer W. Rein
to
Town Amherst.

357

EASEMENT

STATE OF NEW YORK
ERIE COUNTY CLERK'S OFFICE
Recorded in Liber 7267 Page 631
on the 17 day of August
A. D., 19 66, at 3:45 o'clock P. M.
and examined:
Marion J. Grimm Clerk

Chg. 6
F- Fee 6

THIS AGREEMENT, made this 21st day of June, 1966, by and between ELMER W. REIN, residing at 145 Burgard Place in the City of Buffalo, County of Erie and State of New York, hereinafter referred to as the Party of the First Part, and the TOWN OF AMHERST, a municipal corporation of the State of New York, having its principal office in the Municipal Building in the Village of Williamsville, County of Erie and State of New York, hereinafter referred to as the Party of the Second Part.

WITNESSETH:

WHEREAS, the Party of the First Part is the owner of the following described parcel of land:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 90, Township 12, Range 7 of the Holland Land Company's Survey, described as follows:

COMMENCING at a point in the northerly line of Main Street which is also the southerly line of said Lot No. 90 at the southwest corner of lands conveyed to George M. Greis and Argatha A. Greis, his wife, by deed recorded in Erie County Clerk's Office in Liber 1982 of Deeds at Page 93; running thence westerly along the northerly line of Main Street 124.58 feet more or less to the southeast corner of lands conveyed to Christian Metz by deed recorded in Erie County Clerk's Office in Liber 235 of Deeds at Page 61; running thence northerly along the easterly line of lands so conveyed to Christian Metz 768.18 feet; thence easterly parallel with Main Street 124.58 feet, more or less to the northwesterly corner of lands conveyed to George M. Greis and Argatha A. Greis, his wife, by deed aforesaid; thence southerly and along the west line of said lands conveyed to George M. Greis and Argatha A. Greis, his wife, by deed aforesaid, 768.18 feet to the northerly line of Main Street at the point or place of beginning., as shown on a survey prepared by John H. Gordon and attached hereto.

FILED
AUG 17 3 45 PM '66
ERIE COUNTY
CLERK'S OFFICE

LIBER 7267 PAGE 631

Attachment: TBAgendaItemTermEase6842MainStreet.Easement Liber 7267 Page 631 (RES-2023-809 : Termination of Drainage Easements (6842-6846 Main Street))

WHEREAS, the Party of the Second Part seeks the right and easement to install a 12 inch storm sewer over a portion of said premises, and to operate, maintain and make necessary repairs in connection therewith.

NOW, THEREFORE, in consideration of the sum of $200.00 paid by the Party of the Second Part, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

FIRST: The Party of the First Part hereby grants unto the Party of the Second Part, the permanent right and easement to construct, reconstruct, operate, maintain and repair a 12 inch storm sewer in, over and across the following described parcel of land:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 90, Township 12, Range 7 of the Holland Land Company's Survey and more particularly described as a five foot strip of land, the northeasterly line of which commences at a point in the west line of premises of the Party of the First Part and 433.549 feet northerly from the north line of Main Street and as measured along said west line of premises owned by the Party of the First Part; thence southeasterly to a point in the east line of premises owned by the Party of the First Part, which point is 342.50 feet northerly from the north line of Main Street as a 99 foot right of way, being also the south line of said Lot No. 90 and as measured along said east line of premises of the Party of the First Part.

SECOND: The Party of the Second Part hereby agrees that the property of the Party of the First Part shall be restored to the same condition as it existed prior to said construction.

THIRD: The Party of the First Part shall have the right to erect any type of structure over said easement, providing the same does not interfere with the said 12 inch storm sewer. Any and all modifications, changes or reconstruction deemed necessary to properly maintain the facility shall be an expense of the Party of the Second Part.

Attachment: TBAgendaItemTermEase6842MainStreet.Easement Liber 7267 Page 631 (RES-2023-809 : Termination of Drainage Easements (6842-6846 Main Street))

FOURTH: The installation of said 12 inch storm sewer shall be completed within six months from the date of this instrument.

IN WITNESS WHEREOF, the Party of the First Part has hereunto set his hand and seal and the Party of the Second Part has caused these presents to be executed by its duly authorized officer and its corporate seal to be hereunto affixed, the day and year first above written.

Elmer W. Rein

TOWN OF AMHERST

By: Harry R. Jones

STATE OF NEW YORK :
COUNTY OF ERIE : ss.

On the 21st day of June, 1966, before me, the subscriber, personally appeared ELMER W. REIN, to be personally known to be the same person described in and who executed the foregoing instrument and that he duly acknowledged to me that he executed the same.

Leo Winer

LEO WINER
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1966

STATE OF NEW YORK :
COUNTY OF ERIE : ss.

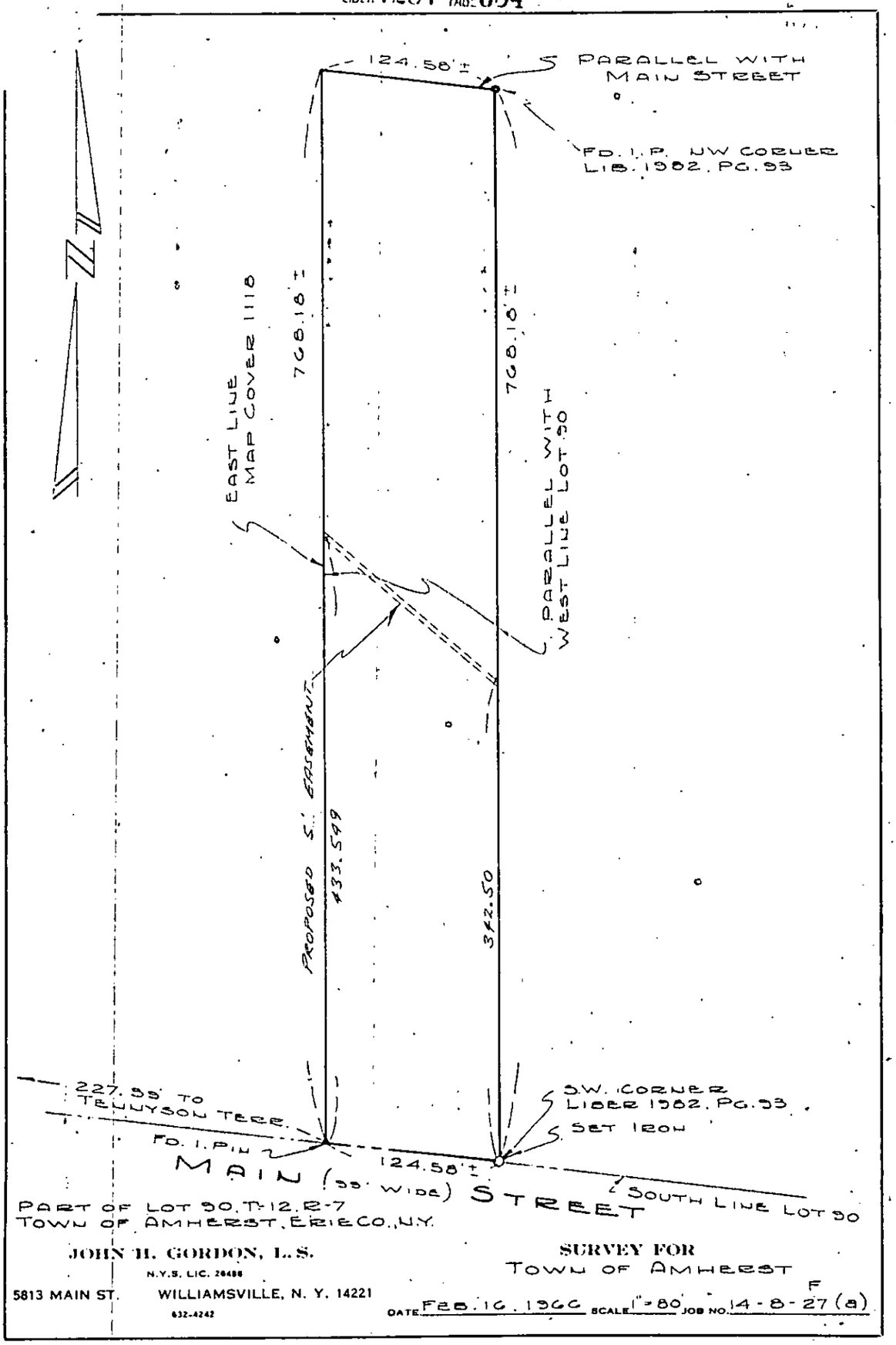
On this 11th day of July, 1966, before me personally came HARRY R. JONES, to me personally known, who being by me duly sworn, did depose and say that he resides in the Town of Amherst, County of Erie and State of New York; that he is the Supervisor of the TOWN OF AMHERST, the corporation described in and which executed the above instrument; that he knows the seal of said corporation, and that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

James M. Nesper

JAMES M. NESPER
Notary Public, State of New York
Qualified in Erie County
My Commission expires Mar. 30, 1967

Attachment: TBAgendaItemTermEase6842MainStreet.Easement Liber 7267 Page 631 (RES-2023-809 : Termination of Drainage Easements (6842-6846 Main Street))

LIBER 7267 PAGE 634



Attachment: TBAgendaItemTermEase6842MainStreet.Easement Liber 7267 Page 631 (RES-2023-809 : Termination of Drainage Easements (6842-6846 Main Street))

AMHERST JOB NO. 900034

TOWN BOARD APPROVAL June 4, 1990 AMH

TOWN OF AMHERST
PERMANENT EASEMENT

THIS AGREEMENT, made this 31st of MAY, 1990, by and between

JANICE S. BIRNBAUM, residing at
5 Tobey Woods
Pittsford, New York 14534

hereinafter referred to as Grantor(s) and TOWN OF AMHERST, a municipal corporation of the State of New York, having its principal office in the Amherst Municipal Building, 5583 Main Street, Williamsville, New York 14221, hereinafter referred to as TOWN.

WITNESSETH

WHEREAS, the Grantors are the owners of all that tract or parcel of land, situated in the Town of Amherst, County of Erie and State of New York being part of Lot 90, Township 12, Range 7, of the Holland Land Company's survey and more particularly described as 6842 Main Street, SBL account number 70.17-3-10, on map cover N/A, sublot N/A and fronting on the north side of the street or highway known as Main Street and bounded on the east by land described as account number 70.17-3-9 and bounded on the west by land described as account number 70-17-3-11; 7013-3-14; thru 70.17-3-20.

WHEREAS, the TOWN seeks the permission and easement to operate, maintain, repair, reconstruct, extend and expand the Storm Drainage Facility and appurtenances located on a portion of said premises.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) the TOWN, the receipt of which is hereby acknowledged and other good and valuable consideration, the Grantor and TOWN hereto agree as follows:

FIRST: The Grantor hereby grants unto the TOWN the permanent right and easement to operate, maintain, repair, re-construct, extend and expand said Storm Drainage Facility and appurtenances, upon, under and across the area* as shown on Exhibit A** ~~XXXXXX~~ the real property of the Grantors. *twenty (20) feet in width

SECOND: The TOWN hereby agrees that the property of the Grantor shall be restored to the same condition as existed prior to construction.

THIRD: The Town hereby agrees that the Grantor may relocate the Storm Drainage*** IN WITNESS, the Grantor has hereunto set its hand and seal and the TOWN has caused this easement to be executed by its duly authorized officer and its corporate seal to be hereunto affixed, the day and year written above.

By: Daniel J. Ward
Supervisor, TOWN OF AMHERST

By: Janice S. Birnbaum
Janice S. Birnbaum

**prepared by Bissell Stone Associates dated May 25, 1990 under Job Number 44523 hereto attached and made a part herein for

STATE OF NEW YORK: SS:
COUNTY OF ~~XXXX~~ MONROE

On this 31st day of May, 1990, before me, the subscriber(s) personally appeared JANICE S. BIRNBAUM to me personally known to be the same person(s) described in and who executed the foregoing instrument and that he/~~she~~ duly acknowledged to me s/he executed the same.

ELLEN L. SMITH
Notary Public, State of New York
MONROE COUNTY
My Commission Expires March 30, 1992

Ellen L. Smith
Notary Public

STATE OF NEW YORK:
COUNTY OF ERIE: SS:

On this 6th day of June, 1990, before me personally came DANIEL J. WARD to me personally known, who being by me duly sworn, did dispose and say that he resides in the Town of Amherst, County of Erie and State of New York; that he is the SUPERVISOR of the TOWN OF AMHERST, the corporation described in, and which executed the above instrument; that he knows the seal of said corporation, and that it was so affixed by order of the Town Board of said corporation; and that he signed his name thereto by like order.

MARCIA H. CHASE
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 7/31/92

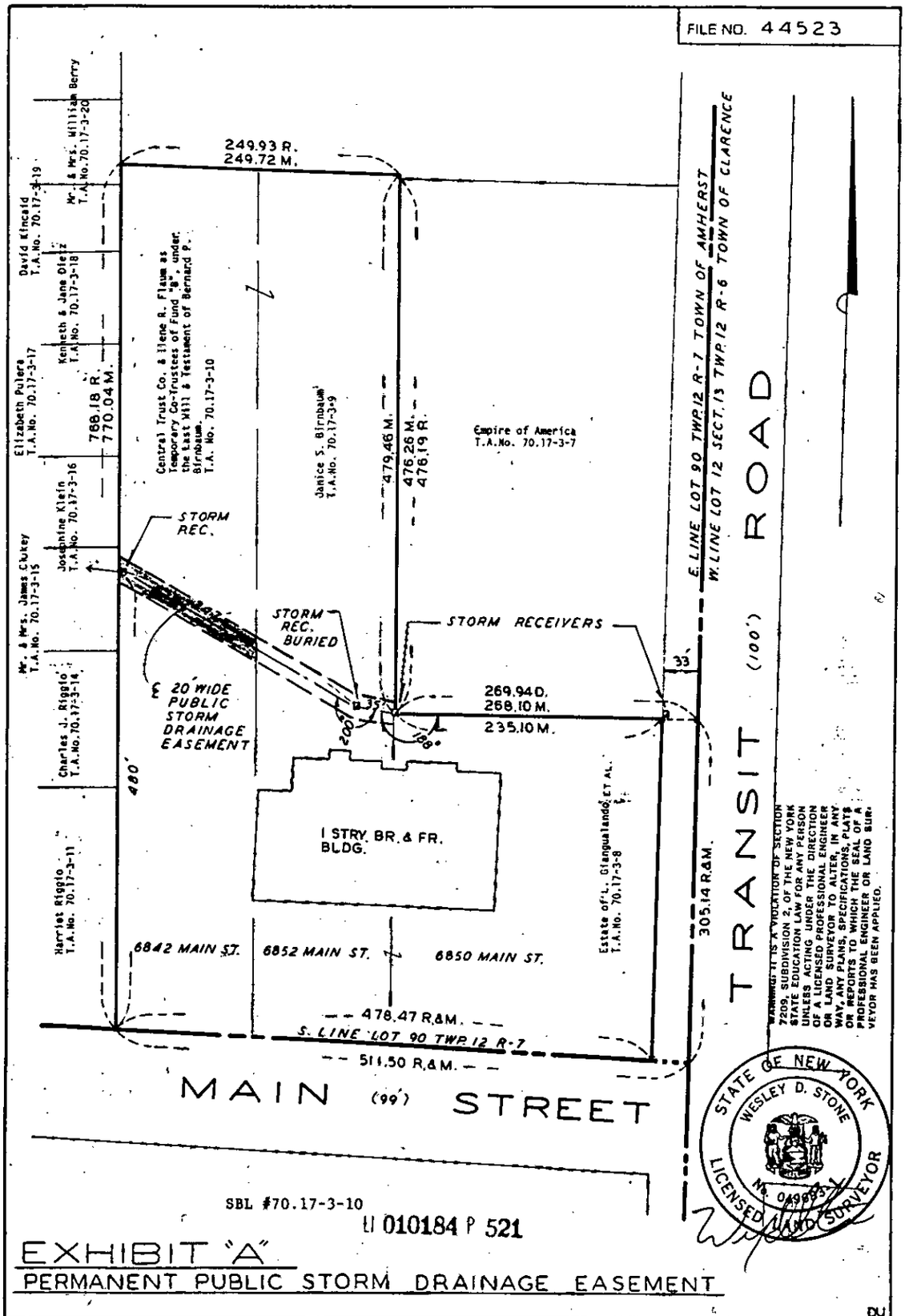
Marcia H. Chase
Notary Public

***Facility within the easement hereby granted at Grantor's sole expense in accordance with requirements of the Town's Engineering Department, whereupon Town and Grantor shall terminate this Easement.

U 010184 P 520

BOA 224
Permanent Public Storm Drainage Easement
Janice Birnbaum
to
TOWN OF AMHERST

Attachment: TBAgendaItemTermEase6842MainStreet.Easement Liber 10184 Page 520 (RES-2023-809 : Termination of Drainage Easements (6842-6846 Main Street))



Attachment: TBAgendaItemTermEase6842MainStreet.Easement Liber 10184 Page 520 (RES-2023-809 : Termination of Drainage Easements (6842-6846 Main Street))

BOX 224
Permanent Public Storm Drainage Easement
Janice S. Birnbaum
to
TOWN OF AMHERST

107

U 010184 P 522

FILED
1990 JUN 18 AM 11: 15
ERIE COUNTY
CLERK'S OFFICE

RECEIVED
$ EXEMPT
REAL ESTATE
JUN 18 1990
TRANSFER TAX
26273 ERIE
COUNTY

STATE OF NEW YORK
ERIE COUNTY CLERK'S OFFICE
Recorded in Liber 10184 Page 520
of Deeds
on the 18 day of June
A.D., 1990, at 11:15 o'clock A M
and examined.

David J. Swanton
CLERK

F0651-14-
7C-3-0

Packet Pg. 202

13.A.1.b

Attachment: TBAgendaItemTermEase6842MainStreet.Easement Liber 10184 Page 520 (RES-2023-809 : Termination of Drainage Easements (6842-6846 Main Street))

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 28030 **RESOLUTION 2023-810** **ADOPTED**

Attorney Engagement and Contingency Fee Agreement (CRS #4331)

AGENDA ITEM : OCTOBER 2ND, 2023

TO: **Town Board**

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

DATE: **September 26, 2023**

RE: **Claim(s) Against Hyundai Motor America and Kia America, Inc. Attorney Engagement & Contingency Fee Agreement (CRS #4331)**

Kindly adopt the following resolution with respect to the above matter:

WHEREAS, there have been thefts of numerous vehicles with obsolete ignition technology manufactured by Hyundai Motor America and Kia America, Inc. in the Town of Amherst;

WHEREAS, the Town of Amherst wishes to join the Multi-District Litigation ("MDL") In re: KIA Hyundai Vehicle Theft Marketing, Sales Practices, and Products Liability Litigation, MDL 3052, in the Central District of California;

WHEREAS, the Town of Amherst wishes to be represented by Keller Rohrback, L.L.P. in the MDL, the details of such representation being formalized in the attached Attorney Engagement & Contingency Fee Agreement (CRS #4331);

NOW, THEREFORE BE IT RESOLVED, the Town Board hereby authorizes the Town of Amherst to join in the MDL and to enter into the agreement for representation; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Town Supervisor to execute the attached agreement pending successful completion of the Contract Routing System (CRS).

MAP:nmb
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment,* **Agenda Item : October 2, 2023**)

10/2/2023
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

ATTORNEY ENGAGEMENT & CONTINGENCY FEE AGREEMENT

It is HEREBY ACKNOWLEDGED AND AGREED by and between the Town of Amherst ("Client") and Keller Rohrback L.L.P. ("Attorneys") as follows:

1. **Employment.** Client hereby retains Attorneys to represent Client with respect to its **claims against Hyundai Motor America and Kia America, Inc. (hereafter, "Defendants") for the theft in the Town of Amherst of numerous vehicles with obsolete ignition technology manufactured by Defendants**. This representation will occur in the Multidistrict Litigation ("MDL") styled: In re: KIA Hyundai Vehicle Theft Marketing, Sales Practices, and Products Liability Litigation, MDL 3052, in the Central District of California (the "Action").

2. **Responsibility of Attorneys.** Although the individual attorneys listed below will be primarily responsible to represent Client in this matter, other members of Keller Rohrback may work on Client matters in accordance with their areas of practice. The primary attorneys representing Client are Gretchen Freeman Cappio, Ryan McDevitt, and Ron Kilgard, all partners at Keller Rohrback.

3. **Client Representative.** Client designates Martin Polowy as the authorized Client Representative to direct Attorneys and to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys' representation of Client under this agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client. The Client Representative is responsible for receiving all communications from Attorneys and transmitting all communications from Client to Attorneys. Client agrees that Attorneys may rely on the Client Representative's statements as an accurate reflection of Client's position and desires. Attorneys agree to keep the Client Representative informed of all significant developments regarding the representation. Client agrees to timely comply with Attorneys' requests. Client agrees to advise Attorneys of all facts, knowledge, or information relevant to Attorneys' representation of Client, including facts, knowledge, or information which come to Client's attention after execution of this agreement.

4. **Client Retains Decision-Making Authority.** Client retains complete control of all decisions in the case. Client in no way assigns its prosecutorial discretion to Attorneys and retains all of its inherent powers related to prosecutorial discretion, judgment, control and decision-making related to the Action. Client must approve all substantive decisions before they alter Client's status or potential recovery in the Action. Client must approve all substantive pleadings before they are served or filed with the Court. Attorneys shall consult with Client well ahead of time on strategic matters, including, but not limited to, what claims to pursue in the Action, what facts to assert, whether to bring motions for summary judgment and what positions to take in opposing motions for summary judgment. Attorneys shall implement Client's decisions on all substantive decisions and pleadings and on strategy.

Attachment: Amherst Engagement Final (RES-2023-810 : Attorney Engagement and Contingency Fee Agreement (CRS #4331))

5. **Notice to Client.** Attorneys shall take reasonable steps to keep Client informed of developments in the case and to respond to Client's inquiries, including but not limited to:

a. Notifying Client the same day that deposition notices or discovery requests directed to Client are issued and providing copies of them within forty-eight hours of the time Attorneys receive them or five business days before a deposition is noted to be taken, whichever provides Client the most time prior to a deposition.

b. Notifying Client of anticipated meet and confer communications with Defendants and including Client in oral communications with Defendants if Client wishes.

6. **Settlement.** Attorneys will consult with Client prior to engaging in settlement discussions with Defendants. Client has decision-making authority regarding the strategy and parameters for settlement discussions, as well as decisions regarding whether to make or accept a settlement offer. Client may attend settlement discussions.

7. **Attorneys' Fees.** The fees that Client agrees to pay Attorneys ("Attorneys' Fee" or "Attorneys' Fees") will depend on the outcome of the Action, as set forth here:

a. "Sums Recovered" means all monies actually paid in settlement of or judgment on the Action's claims (including the settlement of any demand made by Attorneys on Client's behalf before initiation of the Action), including any monies paid in settlement or judgment as an award of attorneys' fees, costs, or interest.

b. Of any Sums Recovered, the Attorneys' Fee shall be 30% of the recovery before expenses are deducted.

c. If the Action proceeds to trial and the Court awards Client a monetary judgment and an attorneys' fee, and the attorneys' fee is greater than the percentage Attorneys would be entitled to under Section 7, then Attorneys will be entitled to the full attorneys' fee awarded by the Court in lieu of such percentage.

NO ATTORNEYS' FEES SHALL BE PAID IF NO RECOVERY IS MADE.

8. **Advice Concerning Attorneys' Fee.** Client has been informed of the alternative of employing Attorneys on an hourly fee basis for all aspects of the representation. This alternative would require the payment of a $25,000 retainer at commencement of the representation, payment of costs as incurred, and payment of legal fees each month for legal services. In deciding to engage Attorneys on a contingency fee basis as set forth herein, Client has considered the risks involved in this case, the experience and reputation of Attorneys, and the uncertainty regarding the number of hours required to prosecute the case.

9. **Costs.** Attorneys will advance all "out-of-pocket" costs, fees, and expenses incurred by Attorneys in the Action ("Costs"). Client understands that Costs could include, for

Attachment: Amherst Engagement Final (RES-2023-810 : Attorney Engagement and Contingency Fee Agreement (CRS #4331))

example, deposition costs, reasonable travel expenses, data storage and database management costs, license fees, expert witness and consultants' fees, postage, messengers' fees, research database fees, and printing and copying charges. Costs of complying with public disclosure requests from Defendants or their agents issued in connection with this Action shall be treated as litigation Costs subject to this agreement. Client will be given the opportunity to respond to public disclosures of their own accord. Notwithstanding the foregoing, Attorneys agree to notify and obtain Client's consent before incurring Costs aggregating more than $10,000 in any single month. Every other month, Attorneys will provide Client a breakdown of costs incurred to date.

Client understands that Attorneys shall seek reimbursement from Defendants for all Costs actually expended, but that there is no guarantee that Costs will be reimbursed by the Defendants to Attorneys. Attorneys will be reimbursed for all Costs out of any settlement or recovery in addition to any Attorneys' Fees they receive under Paragraphs 7 or 11, as the case may be. Attorneys shall be reimbursed for Costs first, from any monies paid by Defendants on account of Cost reimbursement and, if such monies are insufficient, from any monies paid as part of the Sums Recovered.

Attorneys may, with Client's prior consent which shall not unreasonably be withheld, hire any expert or consultant whose services Attorneys advise Client are necessary for the evaluation or prosecution of any of the claims within the scope of the Action.

If Attorneys have other clients with the same or substantially similar claims against any of the same defendants (a "Related Action"), any costs incurred that pertain to both the Action and any Related Action will be equitably divided between clients.

10. **Withdrawal or Discharge.** Subject to Court rules and other applicable laws, Attorneys shall have the right to withdraw from representation of Client upon giving reasonable notice of the intention to withdraw. Client shall have the right to discharge Attorneys at any time. If Attorneys withdraw for good cause or are discharged by Client, Attorneys may seek reimbursement for reasonable, properly documented fees and costs for services rendered prior to termination. Such reimbursement will be payable upon conclusion of the litigation and only upon an affirmative damages award or settlement in Client's favor. Attorneys waive any right to an attorney lien upon the Action or its proceeds arising under RCW 60.40.010.

11. **Venue and Attorneys' Fees.** The Parties agree that in the event any dispute should arise with respect to this agreement, venue shall lie in New York. Further, the prevailing party in such an action shall be awarded reasonable costs and attorneys' fees.

12. **Outcome.** Attorneys do not guarantee or represent a particular result in this Action. Client understands the risks associated with pursuing this Action.

13. **No Other Agreements.** Client has read this agreement, has received a copy of it, and agrees to its terms and conditions. There are no oral or other agreements between Client and Attorneys pertaining to the subject of this representation. This

Attachment: Amherst Engagement Final (RES-2023-810 : Attorney Engagement and Contingency Fee Agreement (CRS #4331))

agreement when signed below by Client replaces any prior understandings or oral agreements between Client and Attorneys.

14. **Governing Law.** This agreement and all aspects of the Parties' relationship shall be construed under the laws of the State of New York, without regard to choice-of-law principles.

15. **Other Provisions.** This agreement may be executed in one or more counterparts and transmitted by mail, overnight delivery service, and/or email, each one of which shall constitute an original and all of which shall constitute one and the same document.

DATED:

FOR THE TOWN OF AMHERST:

By: _____
CLIENT SIGNATURE

_____
CLIENT NAME PRINTED/POSITION OR TITLE

ACCEPTED: Keller Rohrback L.L.P.

_____
SIGNATURE

_____
NAME PRINTED

Exhibit A

Applicable 2023 hourly rates for Attorneys and their staff expected to have primary responsibility for this matter are set forth below.

Attorneys typically increase their rates yearly, on a calendar basis.

Partners	$695-$1,095
Associates	$320-$625
Paralegals	$305-$425

Attachment: Amherst Engagement Final (RES-2023-810 : Attorney Engagement and Contingency Fee Agreement (CRS #4331))

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Central Alarm
Initiated by: **James Koeppel**
Co-Sponsored by:

DOC ID: 28020 **RESOLUTION 2023-811** **ADOPTED**

2024 Software Maintenance Agreement for Fire and Police Recording Equipment CRS #4308

Request the Supervisor sign the sole source agreement with Wilmac for maintenance and support of recording equipment for Fire and Police Dispatch.

10/2/2023
Consent

FINANCIAL IMPACT:

$11,785.00

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

wilmac

Wilmac Business Equipment Company, Inc.

73 State Street
Suite 200
Rochester, NY 14614

(800) 836-1160

Quote

Quote #: 331

Payment Terms	Expiration Date
Net 30	10/31/2023

Bill To:

Amherst Central Fire Alarm and Police Dep
Central Fire Alarm And Police Department
500 John James Audubon Parkway
Amherst, NY 14228
United States

Ship To

Amherst Central Fire Alarm & Police Dept.
500 John James Audubon Parkway
Amherst, NY 14228
United States

Customer Contact
Jim Koeppel

Software Maintenance Agreement Renewal

Wilmac Representative:
Annette Friery
Phone: (585) 454-1160 x207
afriery@wilmacco.com

Item	Description	Coverage Period	Qty	Unit Price	Ext. Price
	NICE Inform 10 S/N: 33925301&3789362120, COR-112460				
WIL-CERT-SILVER	Certified Service Advantage, Silver SLA Maintenance contract includes unlimited break/fix service, software patches, bug fixes, and minor version upgrades by certified system engineers. Silver SLA includes 24x7 remote service and 8x5 on-site service.	11/1/2023 to 10/31/2024	1	9,515.00	9,515.00
SW Assurance	Software Assurance for Business Partners. In addition to Standard/Certified maintenance. Includes major version software upgrades.	11/1/2023 to 10/31/2024	1	2,270.00	2,270.00

Subtotal $11,785.00

Total $11,785.00

Authorizing Signature: _____

Date: _____

Purchase Order No.: _____

Note: This pricing does not include applicable sales tax. Pricing is subject to change with changes to the configuration of the system.

Attachment: Wilmac 2024 Contract (RES-2023-811 : 2024 Software Maintenance Agreement for Fire and Police Recording Equipment CRS

EXHIBIT A

SERVICE LEVEL AGREEMENT

SILVER LEVEL

Definitions and Requirements

The Wilmac Business Equipment Co., Inc. Service Level Agreement is based on Wilmac's ability to receive and the customer's ability to provide remote access to the equipment and software maintained. Failure to provide remote access will invalidate the Service Level Agreement.

Service Priorities

Priority 1 – Critical Failure, as defined below.

Response Category	**Normal Response Times**
On-Site Support Coverage	Standard 8:30 AM – 5:00 PM Local Time, Monday through Friday.
Phone/Remote Support	Twenty-four (24) hours, Seven (7) days.
Call Back Response Time	Sixty (60) minutes after receipt of call from Customer's authorized representative.
Remote and/or On-Site Response Time	Six (6) hour Remote and/or On-Site Response Times are in effect following the determination that on-site support is required.

Priority 2 – Major Problem, as defined below.

Category	**Normal Response Times**
On-Site Support Coverage	Standard 8:30 AM – 5:00 PM Local Time, Monday through Friday.
Phone/Remote Support	Twenty-four (24) hours, Seven (7) days.
Call Back Response Time	One hundred and twenty (120) minutes after receipt of call from Customer's authorized representative.
Remote and/or On-Site Response Time	Twenty-four (24) hours Remote and/or On-Site Response Times are in effect following the determination that on-site support is required.

Attachment: Wilmac 2024 Contract (RES-2023-811 : 2024 Software Maintenance Agreement for Fire and Police Recording Equipment CRS

Priority 3 – Product Anomaly, as defined below.

Response Category	Normal Response Times
On-Site Support Coverage	Standard 8:30 AM – 5:00 PM Local Time, Monday through Friday.
Phone/Remote Support	Twenty-four (24) hours, Seven (7) days.
Call Back Response Time	Twenty-four (24) hours after receipt of call from Customer's authorized representative.
Remote and/or On-Site Response Time	Forty-eight (48) hours Remote and/or On-Site Response Times are in effect following the determination that on-site support is required.

Priority 4 – System Inquiry, Planned Intervention or Request for Information, as defined below.

Response Category	Normal Response Times
On-Site Support Coverage	Standard 8:30 AM – 5:00 PM Local Time, Monday through Friday.
Phone/Remote Support	Standard 8:30 AM – 5:00 PM Local Time, Monday through Friday
Call Back Response Time	Twenty-four (24) hours after receipt of call from Customer's authorized representative.
Remote and/or On-Site Response Time	Forty-eight (48) hours Remote and/or On-Site Response Times are in effect following the determination that on-site support is required.

PRIORITY DEFINITIONS

Priority 1 – Critical Failure – In a 100% recording environment, any failure of equipment, Wilmac provided software or communications to the Wilmac provided products, which results in loss of recording channels or data, or if allowed to persist will result in such recording loss.

Priority 2 – Major Problem – Any problem resulting in loss of ability to retrieve calls or loss of replay functionality for two or more workstations.

Priority 3 – Product Anomaly – Any problem affecting one or more workstations which does not result in a loss of recording or replay but nevertheless results in diminished Product response or performance, for example, if an administrator loses the ability to add or delete users.

Priority 4 – System Inquiry, Planned Intervention or Request for Information

Attachment: Wilmac 2024 Contract (RES-2023-811 : 2024 Software Maintenance Agreement for Fire and Police Recording Equipment CRS

March 20, 2023

To: Whom it may concern

Re: Wilmac Company, NICE Public Safety Dealer

Dear Customer,

Thank you for your consideration of NICE Systems Inc., Wilmac Company and our NICE audio recording solutions.
Please be advised that Wilmac is the only NICE contracted Premier Public Safety Dealer Business

Partner for the following geographic territories.
- New York City and Long Island and central and western New York State.
- States of Vermont, Pennsylvania, Delaware and New Jersey.
- Greater Toronto Area (GTA) which includes the GTA and south to Buffalo.

Certification means Wilmac has NICE factory trained personnel and resources for sales, sales engineering, and implementation as well as for ongoing system support services.

Wilmac has consistently been a top performing sales and support services public safety dealer Business Partner since 1992.
NICE Systems included Wilmac in the prestigious NICE public safety "Premier Partner" group.
Please contact me if you have any questions.

Sincerely,

DocuSigned by:
D4212C6E49AB4B1...

March 20, 2023

JOHN RENNIE
General Manager
NICE Public Safety & Justice
(M) +1 (201) 289 7782
john.rennie@nice.com
www.nice.com

Attachment: Wilmac 2024 Contract (RES-2023-811 : 2024 Software Maintenance Agreement for Fire and Police Recording Equipment CRS

Attachment: Wilmac 2024 Contract (RES-2023-811 : 2024 Software Maintenance Agreement for Fire and Police Recording Equipment CRS

Consultant Major Exposure Addendum to Contract

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Consultants or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-

Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Consultant, in accordance with its status as an independent Consultant, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

Attachment: Wilmac 2024 Contract (RES-2023-811 : 2024 Software Maintenance Agreement for Fire and Police Recording Equipment CRS

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:

Wilmac Corp
Print Name of Company

By: _____
Signature

John McDonnell
Printed name

Date: 9/12/23

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: Wilmac 2024 Contract (RES-2023-811 : 2024 Software Maintenance Agreement for Fire and Police Recording Equipment CRS

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)
WILMAC BUSINESS EQUIPMENT COMPANY INC
73 STATE STREET
ROCHESTER, NY 14614

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

1b. Business Telephone Number of Insured
585-454-1160

1c. Federal Employer Identification Number of Insured or Social Security Number
160875039

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Williamsville, NY 14221

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL297643

3c. Policy effective period
06/01/2022 to 05/31/2024

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 5/23/2023 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: Wilmac 2024 Contract (RES-2023-811 : 2024 Software Maintenance Agreement for Fire and Police Recording Equipment CRS

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: Wilmac 2024 Contract (RES-2023-811 : 2024 Software Maintenance Agreement for Fire and Police Recording Equipment CRS

WILMBUS-01 JZIELENSKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # PC-637578
Walsh Duffield Companies, Inc.
155 Culver Road, Suite 200
Rochester, NY 14620

CONTACT NAME: June A. Zielenski
PHONE (A/C, No, Ext): (585) 267-8712 FAX (A/C, No):
E-MAIL ADDRESS: jzielenski@walshduffield.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company	11000
INSURER B : Beazley Insurance Co	37540
INSURER C : Travelers C & S Co. of America	31194
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Wilmac Business Equipment Co., Inc.
dba Wilmac Co.
73 State Street
Rochester, NY 14614

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: 1

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	X	01SBARH4225	11/1/2022	11/1/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS	X	X	01SBARH4225	11/1/2022	11/1/2023	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	01SBARH4225	11/1/2022	11/1/2023	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A			01WECZS9983	11/1/2022	11/1/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	E&O/Cyber LI			V20410220601	10/15/2022	10/15/2023	E&O/Cyber LI	2,000,000
C	3rd Party Crime			0106388594LB	10/7/2021	10/7/2024	Crime	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured, if required in written contract per endorsement #SS0008: Town of Amherst
Coverage for additional insured is Primary and Non-Contributory.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Edward F. Walsh Jr.

ACORD 25 (2016/03)

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Attachment: Wilmac 2024 Contract (RES-2023-811 : 2024 Software Maintenance Agreement for Fire and Police Recording Equipment CRS

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) **Wilmac Business Equip Co Inc** **73 State Street** **Rochester, NY 14614** 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) 454-1160** 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 16-0875039
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) **Town of Amherst** **5583 Main Street** Williamsville, NY 14221	3a. Name of Insurance Carrier **Sentinel Insurance Company** 3b. Policy Number of Entity Listed in Box "1a" **01WECZS9983** 3c. Policy effective period 11/1/2022 to 11/1/2023 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☒ NO

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

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Edward F. Walsh, Jr.
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Edward F Walsh Jr 9/11/2023
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-853-3820

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-15) www.wcb.ny.gov

Attachment: Wilmac 2024 Contract (RES-2023-811 : 2024 Software Maintenance Agreement for Fire and Police Recording Equipment CRS

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Attachment: Wilmac 2024 Contract (RES-2023-811 : 2024 Software Maintenance Agreement for Fire and Police Recording Equipment CRS

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Central Alarm
Initiated by: **James Koeppel**
Co-Sponsored by:

DOC ID: 28033 **RESOLUTION 2023-812** **ADOPTED**

Getzville Fire Authority to Provide Public EMS

Request Supervisor Kulpa Sign a "Statement of Authority" for the Getzville Fire Co. to Provide Public EMS.

10/2/2023
Consent

FINANCIAL IMPACT:

$0.00

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

Town of Amherst

Brian J. Kulpa
Town Supervisor

September 19, 2023

NYS Department of Health
Bureau of Emergency Medical Services

Re: Statement of authority to provide public EMS

This is to serve notice that the Town of Amherst has granted authority to Getzville Fire Company, Inc. to provide emergency medical care, as defined by Article 30 of NYS Public Health Law, to Town of Amherst. Response is on a regular and ongoing basis and is dispatched by Amherst Fire Control.

The Town of Amherst understands it assumes all liability, to the extent permissible by law, for granting operational authority for such EMS response within its jurisdiction, and requests the issuance by NYS Department of Health an EMS Agency ID code to Getzville Fire Company, Inc.

Signed,

Brian Kulpa
Supervisor
Town of Amherst

Attachment: Getzville Fire 2023 (RES-2023-812 : Getzville Fire Authority to Provide Public EMS)

Purpose of the Municipal Statement of EMS Authority

Each BLSFR agency must have a statement of operational authority on file with the Department from the most local governmental authority having jurisdiction for the geography served by the BLSFR agency. Such authority derives from the fact that New York is a "home rule" state and because public health law does not of itself grant any specific "operational authority". Therefore, the Department requires such local municipal authorities to document their express permission for public safety entities to respond to, and render, emergency medical care. The Department will not issue, or allow to remain issued, BLSFR EMS Agency ID's to entities that do not possess and maintain local municipal authority to provide EMS.

Note that statements of authority to provide public EMS may be issued to any public safety service entity that is publicly dispatched and provides EMS on a regular and ongoing basis. Such statements do not apply to entities that do not have a primary response role, secondary response role or occasional response role. Also note that because the Department does not have jurisdiction to determine operational response, it is the local governing municipality that assumes all liability for granting operational response to provide EMS in the public environment. (Entities whose responses are limited to geography to which the general public does not have continuous unrestricted access are not eligible for DOH BLSFR recognition.)
A contract for services between a municipality and a public safety entity (eg: city, town or village with a fire company or department) may not substitute for this Municipal Statement of EMS Authority, unless the specific statements contained in such contract expressly obligate the public safety entity to provide EMS as defined by Article 30 of Public Health Law.

The authorizing signature must be of the chief elected municipal officer (ie: Mayor, Supervisor, etc.), or in the instance of a duly authorized Fire District, the chair of elected or appointed commissioners. Statements of authority must have been issued within the last 6 months at the time of submission to the Department.

There is an expectation that municipal jurisdictions granting EMS authority to any public safety entity shall require such entities to establish and maintain the eligibility criteria to be issued a DOH BLSFR EMS Agency ID, and rescind such authority should the public safety entity fail to meet or retain such eligibility criteria.

The issuance of an EMS Agency ID code to any BLSFR entity is a stand alone administrative action that does not guarantee access to Department tuition funding, participation in Department approved continuing medical education (CME) certification programs or any other Department program.

Attachment: Purpose of the Municipal Statement of EMS Authority (RES-2023-812 : Getzville Fire Authority to Provide Public EMS)

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 28040 **RESOLUTION 2023-813** **ADOPTED**

Budget Transfer and Amendments

For October 2, 2023 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 9/27/2023
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:***
A1620.4110 Facilities- Contractual $1,165.48	A1620.2130 Computer Equip $1,165.48

Requested per department.

BUDGET AMENDMENTS - 2023

INCREASE:	***INCREASE:***
KP2216.02770 Knox Box- Other Unclassified $5,816.00	KP2216.1000 Personal Services $5,402.66 KP2216.8030 FICA $413.34

To increase the budget for revenue received and expenditures for the Knox Box Project.

N2223.02785 CDBG & Vg. - PI $12,040.00	N2223.4000 Contractual $12,040.00
N2225.02785 CDBG Admin. $3,010.00	N2225.1000 Personal Services $2,796.10 N2225.8030 FICA $213.90

To recognize Community Development program income from 508 Lakewood Pkwy, Amherst.

N2241.02785 Amherst Homebuyer- PI $264.31	N2241.4000 Contractual $264.31

To recognize Community Development program income from 345 Grover Cleveland, Amherst.

N2344.02785 Cheek HOME- PI $2,425.82	N2344.4000 Contractual $2,425.82
N2349.02785 Cheek Admin- PI $269.53	N2349.4003 10% Admin $269.53

To recognize Community Development program income from 2376 Harlem, Cheektowaga.

10/2/2023
Consent

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: 10/02/23 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 28041 **RESOLUTION 2023-814** **ADOPTED**

2024 Budget Amendment for Special Districts

The attached file has proposed budget amendments for the 2024 Special Districts Budgets. This is a net decrease in property taxes of $265,345.00.

10/2/2023
Consent

FINANCIAL IMPACT:

Net decrease $265,345.

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

Town of Amherst
2024 Budget Changes
Special Districts

		Increase	Decrease
G9000.01001	Real Property Taxes	16,304.39	
G9000.02375	Pretreatment Charges		16,304.39
		$ 16,304.39	*$ 16,304.39*

To adjust pretreatment charges for other items in the budget.

		Decrease	Decrease
G9000.8053	Sewer - Retiree Health Insurance	29,933.36	
G9916.8053	Plant 16 - Retiree Health Insurance	113,469.51	
G9000.01001	Real Property Taxes		143,402.87
		$ 143,402.87	*$ 143,402.87*

To adjust budget estimate for retiree health insurance.

		Decrease	Decrease
G9000.1000	Sewer Maintenance - Personal Services	23,518.00	
G9000.8030	Sewer Maintenance - FICA	1,799.13	
G9916.1000	Plant 16 - Personal Services	27,856.89	
G9916.8030	Plant 16 - FICA	2,131.05	
G9000.01001	Real Property Taxes		55,305.07
		$ 55,305.07	*$ 55,305.07*

To adjust budget for decrease in Personal Services.

		Decrease	Decrease
G9000.8050	Sewer Maintenance - Health Insurance	12,225.54	
G9916.8050	Plant 16 - Health Insurance	12,225.54	
G9000.01001	Real Property Taxes		24,451.08
		$ 24,451.08	*$ 24,451.08*

To adjust budget for decrease in Health Insurance.

		Decrease	Decrease
H4068.8053	Mosquito Control - Retiree Health Insurance	7,503.54	
H8000.8053	Drainage - Retiree Health Insurance	24,597.93	
H8200.8053	Drainage Improvements - Retiree Health Insurance	26,388.90	
H8000.01001	Real Property Taxes		58,490.37
		$ 58,490.37	*$ 58,490.37*

To adjust budget estimate for retiree health insurance.

Attachment: 2024 Budget Amendments for Speical Districts (RES-2023-814 : 2024 Budget Amendment for Special Districts)

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27981 **RESOLUTION 2023-815** **ADOPTED**

Amended Award Bid #2023032 Amherst Police and Central Alarm Sprinkler System Improvements - CRS #4306

WHEREAS, the Contract Compliance and Administration Department awarded Bid #2023032 for Amherst Police & Central Alarm Sprinkler System Improvements on August 21, 2023 (RES-2023-725) to Davis Ulmer; and

WHEREAS, Davis Ulmer has withdrawn their bid;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to withdraw the award to Davis-Ulmer and award this bid to Parkside Fire and Security as per the attached bid tabulation; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Parkside Fire and Security.

10/2/2023
Consent

FINANCIAL IMPACT:

KP2324-4972; NTE $49,750.00

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

Bid #2023032 Amherst Police and Central Alarm Sprinkler System Improvements

Low Bidder				Davis Ulmer		Parkside Fire & Security	
ITEM #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price
			Sprinklers:				
1	3	Parts & Labor	~~Replace Sprinkler heads in the Holding Cells with Institutional Tamper Proof Sprinklers~~				
2	450	Parts & Labor	Replace Sprinkler heads throughout the building with G5 Concealed with cover and extender rings	$99.47	$44,761.50	$100.00	$45,000.00
3	8	Parts & Labor	Lower, reposition and replace sprinkler heads in two new office ceilings	$359.38	$2,875.04	$293.75	$2,350.00
4	4	Parts & Labor	Plug off sprinkler heads in the Technical Services room	$150.00	$600.00	$223.00	$892.00
5	1	Each	Oversized (4.5 inch) trim rings (if needed)	$9.50	$9.50	$6.70	$6.70
6	1	Each	Cut holes in ceiling tiles (if needed)	$5.00	$5.00	$51.50	$51.50
			Pricing to include parts & labor. Quantities are subject to change.				
7			Manufacturer's warranty for parts: ____months	12 Months		12 Months	
			No additional charges will be allowed unless quantities Increase				
			Total (2 thru 4)		**$48,236.54**		**$48,242.00**

Note: Davis Ulmer requested changes to the Town Addendum that were not acceptable, and subsequently withdrew their bid.

Attachment: Bid Tab 2023032 APD & Central Alarm Sprinkler Improvements (RES-2023-815 : Amended

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 28005 **RESOLUTION 2023-816** **ADOPTED**

Amendment to Town Wide Elevator Maintenance & Repair Contract - CRS #4313

WHEREAS, the Water Pollution Control Facility #1 Freight Elevator currently has Class B service as part of the Town Wide Elevator Maintenance & Repair Contract (Original CRS #1478); and

WHEREAS, the Water Pollution Control Facility has requested a change in service from Class B to Class A due to the elevator modernization project being completed, as per the attached proposal;

NOW, THEREFORE, BE IT RESOLVED, The Town Board approves the amendment to the Town Wide Elevator Maintenance and Repair contract with Kone; and

BE IT FURTHER RESOLVED, the Supervisor is authorized to sign the contract amendment with Kone.

10/2/2023
Consent

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

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 Kone Inc. and the Town of Amherst permitting the Town of Amherst to amend the services to Contract #41700634 Town Wide Elevator Maintenance and Repair (Original CRS ID #1478).

This Amendment will change the service for the Water Pollution Control Facility #1 Freight Elevator from Class B to Class A, as per the attached Proposal.

By: _____
Signature

Kaitlyn Shaughnessy
Printed name

Date: 9/13/2023

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Kone CRS (RES-2023-816 : Amendment to Town Wide Elevator Maintenance & Repair Contract - CRS #4313)

Classification: KONE Internal

August 1, 2023

Town of Amherst
5583 Main Street
Williamsville, NY 14221

Elevators Escalators

KONE Inc.
Rochester, NY
10 Pixley Industrial Pkwy
Rochester, NY 14624
(O) 585-429-6676
(F) 585-429-5434
kaitlyn.shaughnessy@kone.com

REFERENCE: **Rider No. 1 to the Elevator Service Agreement <KONE Contract #41700634>**

RIDER EFFECTIVE DATE: **September 1, 2023**

This Agreement is modified as follows:

EQUIPMENT: The following equipment shall be added to the Agreement as set forth below

Equipment Description	KONE Equipment #	Coverage	Type	Price
WPCF 16 - #1 Freight	43881346	Class A	Traction	$385.00 per month

TERMS:
All other terms contained in Contract #41700634 shall remain in full force and effect.

AGREED:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

KONE Inc.

BY: Kaitlyn Shaughnessy

NAME: Kaitlyn Shaughnessy

TITLE: Senior Sales Consultant

DATE: 9/13/2023

Attachment: Kone CRS (RES-2023-816 : Amendment to Town Wide Elevator Maintenance & Repair Contract - CRS #4313)

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 28006 **RESOLUTION 2023-817** **ADOPTED**

Award RFP #202305 CDBG Lead Hazard, Mold, Asbestos & Radon Testing Services - CRS #4317

WHEREAS, the Contract Compliance and Administration Department received proposals on September 6, 2023 for RFP #202305 CDBG Lead Hazard, Mold, Asbestos & Radon Testing Services; and

WHEREAS, the RFP process resulted in responses from two (2) vendors, as per the attached scoring sheet;

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with AMD Environmental Consultants.

10/2/2023
Consent

FINANCIAL IMPACT:

N2328-4000; NTE $10,000

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

RFP #202305 CDBG Lead Mold Asbestos Radon Testing Services
RFP ANALYSIS SHEET

Raw Score is rated on a scale of 1-10

Description	Percentage (Weight)	AMD Environmental Consultants, Inc.		Core Environmental Consultants	
		Raw Score	Weighted	*Raw Score*	Weighted
Experience of required training, certifications, resumes	20	*10.00*	20.00	*7.00*	14.00
Turnaround / Response Time	20	*6.00*	12.00	*8.00*	16.00
Cost - Labor Costs	30	*10.00*	30.00	*6.05*	18.16
Cost - Lab Fees	30	*7.99*	23.97	*10.00*	30.00
TOTAL EVALUATION	**100**		**85.97**		**78.16**

Attachment: Scoring Sheet Agenda (RES-2023-817 : Award RFP #202305 CDBG Lead Hazard, Mold,

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 28044 **RESOLUTION 2023-818** **ADOPTED**

Change Order No. 1 & Final Quantity Adjustment – 716 Site Contracting, Inc. Red Oak Waterline Replacement TOA Project No. 2020.017 CRS No. 4329

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which decreases the overall contract by $80,530.85. This change will reduce the overall project costs to reflect actual quantities utilized during construction.

Please note that the above request is contingent pending successful completion of the contract review procedure.

As per the above, the project above shall reduce funding required from project account KP2024.4972.

10/2/2023
Consent

FINANCIAL IMPACT:

KP2024.4972; decrease of $80,530.85

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

FISHER ASSOCIATES

Transportation
Land Development
Energy

September 25, 2023

Brian Armstrong – Director of Engineering Services
Town of Amherst
5583 Main Street
Williamsville, New York 14221

Red Oak Waterline Replacement
Project # 2020.017

Dear Brian:

We have prepared the attached change order to reflect the actual quantities used for the construction of the above referenced project. We consider the project complete and understand that the Town and other applicable reviewing agencies also consider it complete.

A change order at the end of a project is normal as estimated quantities are always different than the actual quantities used during the construction of a project. This change order will reduce the overall estimated construction cost by $80,530.85 and recommend that the Town accept the change order.

If you need any additional information or have any questions, please don't hesitate to call me at 585-329-1504.

Regards,

FISHER ASSOCIATES, P.E., L.S., L.A., D.P.C.

Robert W Goossen

Robert W. Goossen, P.E.
Senior Project Manager

Attachment: Red Oak Change Order 1 Agenda Docs BA [Revision 1] (RES-2023-818 : Change Order No. 1 & Final Quantity Adjustment – 716

AIA® Document G701™ – 2017

Change Order

PROJECT:	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Red Oak Waterline Replacement *Project #2020.017*	*Contract For: Waterline Construction* *Date: September 25, 2023*	Change Order Number: 1 & Final
OWNER:	**ENGINEER:**	**CONTRACTOR:**
Town of Amherst 5583 Main St. Williamsville, NY 14221	Fisher Associates PE, LS, LA, DPC 55 Chicago Street, Suite 200 Buffalo, NY 14204	716 Site Contracting Inc. PO Box 120. North Boston, NY 14110

The Contract is changed as follows:

Construction is complete and Original Contract Sum is being reduced to reflect actual quantities and their associated costs used during construction.

The original Contract Sum was	$ 1,399,475.00
The net change by previously authorized Change Orders	$ 0.00
The Contract Sum prior to this Change Order was	$ 1,399,475.00
The Contract Sum will be increased by this Change Order in the amount of	$ -(80,530.85)
The new Contract Sum, including this Change Order, will be	$ 1,318,944.15
The Contract Time will be changed by	(0) days.
The new date of Substantial Completion shall now be:	N/A

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Fisher Associates, PE, LS, LA, DPC	716 Site Contracting, Inc.	Town of Amherst
ARCHITECT/ENGINEER	CONTRACTOR	OWNER
Robert W Goossen		
SIGNATURE	SIGNATURE	SIGNATURE
Robert W. Goossen, P.E. Project Manager		
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
9/25/2023		
DATE	DATE	DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Attachment: Red Oak Change Order 1 Agenda Docs BA [Revision 1] (RES-2023-818 : Change Order No. 1 & Final Quantity Adjustment – 716

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

Application No: 4
App. Date: September 19, 2023
Period to: September 19, 2023
Project No: 2020.017

A	B		C		D	E	F	G		H	I
Item #	Description of Work	Unit Cost Unit Type	Schedule of Values		Work Completed From Previous Application(s)	Work Completed This Period	Materials Stored & Used Prior + Current	Total Completed and Stored To Date	%	Balance to Finish	Retainage
1	8" DR-14 PVC	95.25 LF	Amt Qty	514,350.00 5,400.00	504,596.40 5,297.60	0.00 0.00		504,596.40 5,297.60	98.10	9,753.60 102.40	0.00
2	6" DR-14 PVC	100.00 LF	Amt Qty	14,000.00 140.00	2,600.00 26.00	0.00 0.00		2,600.00 26.00	18.57	11,400.00 114.00	0.00
3	6" DIP	110.00 LF	Amt Qty	11,000.00 100.00	10,560.00 96.00	0.00 0.00		10,560.00 96.00	96.00	440.00 4.00	0.00
4	Bore Installation	640.00 LF	Amt Qty	60,800.00 95.00	60,800.00 95.00	0.00 0.00		60,800.00 95.00	100.00	0.00 0.00	0.00
5	18" Steel Casing	105.00 LF	Amt Qty	25,200.00 240.00	9,975.00 95.00	0.00 0.00		9,975.00 95.00	39.58	15,225.00 145.00	0.00
6	Fittings	2.75 LB	Amt Qty	24,970.00 9,080.00	14,198.25 5,163.00	0.00 0.00		14,198.25 5,163.00	56.86	10,771.75 3,917.00	0.00
7	8" Gate Valve	2,000.00 EA	Amt Qty	80,000.00 40.00	76,000.00 38.00	0.00 0.00		76,000.00 38.00	95.00	4,000.00 2.00	0.00
8	6" Gate Valve	1,400.00 EA	Amt Qty	12,600.00 9.00	12,600.00 9.00	0.00 0.00		12,600.00 9.00	100.00	0.00 0.00	0.00
9	Fire Hydrants	7,400.00 EA	Amt Qty	66,600.00 9.00	66,600.00 9.00	0.00 0.00		66,600.00 9.00	100.00	0.00 0.00	0.00
10	Remove Hydrants	600.00 EA	Amt Qty	3,000.00 5.00	3,000.00 5.00	0.00 0.00		3,000.00 5.00	100.00	0.00 0.00	0.00
11	Overdepth Excavation	25.00 CY	Amt Qty	250.00 10.00	0.00 0.00	0.00 0.00		0.00 0.00	0.00	250.00 10.00	0.00
	PAGE 1 TOTAL:			812,770.00	760,929.65	0.00		760,929.65	93.62	51,840.35	0.00

ine Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
laterials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

Attachment: Red Oak Change Order 1 Agenda Docs BA [Revision 1] (RES-2023-818 : Change Order No. 1 & Final Quantity Adjustment – 716 Site

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

Application No: 4
App. Date: September 19, 2023
Period to: September 19, 2023
Project No: 2020.017

A	B		C		D	E	F	G		H	I
Item #	Description of Work	Unit Cost Unit Type	Schedule of Values		Work Completed From Previous Application(s)	Work Completed This Period	Materials Stored & Used Prior + Current	Total Completed and Stored To Date	%	Balance to Finish	Retainage
12	Select Fill	52.00 CY	Amt Qty	114,400.00 2,200.00	146,484.00 2,817.00	0.00 0.00		146,484.00 2,817.00	128.05	-32,084.00 -617.00	0.00
13	Interconnect 1	7,300.00 EA	Amt Qty	7,300.00 1.00	7,300.00 1.00	0.00 0.00		7,300.00 1.00	100.00	0.00 0.00	0.00
14	Interconnect 2	6,650.00 EA	Amt Qty	6,650.00 1.00	6,650.00 1.00	0.00 0.00		6,650.00 1.00	100.00	0.00 0.00	0.00
15	Interconnect 3	6,800.00 EA	Amt Qty	6,800.00 1.00	6,800.00 1.00	0.00 0.00		6,800.00 1.00	100.00	0.00 0.00	0.00
16	Interconnect 4	6,700.00 EA	Amt Qty	6,700.00 1.00	6,700.00 1.00	0.00 0.00		6,700.00 1.00	100.00	0.00 0.00	0.00
17	Interconnect 5	6,700.00 EA	Amt Qty	6,700.00 1.00	6,700.00 1.00	0.00 0.00		6,700.00 1.00	100.00	0.00 0.00	0.00
18	Interconnect 6	6,800.00 EA	Amt Qty	6,800.00 1.00	6,800.00 1.00	0.00 0.00		6,800.00 1.00	100.00	0.00 0.00	0.00
19	Interconnect 7	6,800.00 EA	Amt Qty	6,800.00 1.00	6,800.00 1.00	0.00 0.00		6,800.00 1.00	100.00	0.00 0.00	0.00
20	Interconnect 8	6,700.00 EA	Amt Qty	6,700.00 1.00	6,700.00 1.00	0.00 0.00		6,700.00 1.00	100.00	0.00 0.00	0.00
21	Interconnect 9	6,700.00 Ea	Amt Qty	6,700.00 1.00	6,700.00 1.00	0.00 0.00		6,700.00 1.00	100.00	0.00 0.00	0.00
22	Interconnect 10	6,700.00 EA	Amt Qty	6,700.00 1.00	6,700.00 1.00	0.00 0.00		6,700.00 1.00	100.00	0.00 0.00	0.00
	PAGE 2 TOTAL:			182,250.00	214,334.00	0.00		214,334.00	117.60	-32,084.00	0.00

ine Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
laterials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

Attachment: Red Oak Change Order 1 Agenda Docs BA [Revision 1] (RES-2023-818 : Change Order No. 1 & Final Quantity Adjustment – 716 Site

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

Application No: 4
App. Date: September 19, 2023
Period to: September 19, 2023
Project No: 2020.017

A	B		C		D	E	F	G		H	I
Item #	Description of Work	Unit Cost Unit Type	Schedule of Values		Work Completed From Previous Application(s)	Work Completed This Period	Materials Stored & Used Prior + Current	Total Completed and Stored To Date	%	Balance to Finish	Retainage
23	Interconnect 11	6,700.00 EA	Amt Qty	6,700.00 1.00	6,700.00 1.00	0.00 0.00		6,700.00 1.00	100.00	0.00 0.00	0.00
24	Interconnect 12	6,700.00 Ea	Amt Qty	6,700.00 1.00	6,700.00 1.00	0.00 0.00		6,700.00 1.00	100.00	0.00 0.00	0.00
25	Interconnect 13	6,800.00 EA	Amt Qty	6,800.00 1.00	6,800.00 1.00	0.00 0.00		6,800.00 1.00	100.00	0.00 0.00	0.00
26	Interconnect 14	6,600.00 EA	Amt Qty	6,600.00 1.00	6,600.00 1.00	0.00 0.00		6,600.00 1.00	100.00	0.00 0.00	0.00
27	Interconnect 15	7,100.00 EA	Amt Qty	7,100.00 1.00	7,100.00 1.00	0.00 0.00		7,100.00 1.00	100.00	0.00 0.00	0.00
28	Abandon 1	125.00 EA	Amt Qty	125.00 1.00	125.00 1.00	0.00 0.00		125.00 1.00	100.00	0.00 0.00	0.00
29	Abandon 2	125.00 EA	Amt Qty	125.00 1.00	125.00 1.00	0.00 0.00		125.00 1.00	100.00	0.00 0.00	0.00
30	Abandon 3	125.00 Ea	Amt Qty	125.00 1.00	125.00 1.00	0.00 0.00		125.00 1.00	100.00	0.00 0.00	0.00
31	Abandon 4	125.00 EA	Amt Qty	125.00 1.00	125.00 1.00	0.00 0.00		125.00 1.00	100.00	0.00 0.00	0.00
32	Abandon 5	125.00 EA	Amt Qty	125.00 1.00	125.00 1.00	0.00 0.00		125.00 1.00	100.00	0.00 0.00	0.00
33	Abandon 6	125.00 EA	Amt Qty	125.00 1.00	125.00 1.00	0.00 0.00		125.00 1.00	100.00	0.00 0.00	0.00
	PAGE 3 TOTAL:			34,650.00	34,650.00	0.00		34,650.00	100.00	0.00	0.00

ine Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
laterials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

Attachment: Red Oak Change Order 1 Agenda Docs BA [Revision 1] (RES-2023-818 : Change Order No. 1 & Final Quantity Adjustment – 716 Site

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

Application No: 4
App. Date: September 19, 2023
Period to: September 19, 2023
Project No: 2020.017

A	B		C		D	E	F	G		H	I
Item #	Description of Work	Unit Cost Unit Type	Schedule of Values		Work Completed From Previous Application(s)	Work Completed This Period	Materials Stored & Used Prior + Current	Total Completed and Stored To Date	%	Balance to Finish	Retainage
34	Abandon 7	125.00	Amt	125.00	125.00	0.00		125.00	100.00	0.00	0.00
		EA	Qty	1.00	1.00	0.00		1.00		0.00	
35	Abandon 8	125.00	Amt	125.00	125.00	0.00		125.00	100.00	0.00	0.00
		EA	Qty	1.00	1.00	0.00		1.00		0.00	
36	Abandon 9	125.00	Amt	125.00	125.00	0.00		125.00	100.00	0.00	0.00
		EA	Qty	1.00	1.00	0.00		1.00		0.00	
37	Abandon 10	125.00	Amt	125.00	125.00	0.00		125.00	100.00	0.00	0.00
		EA	Qty	1.00	1.00	0.00		1.00		0.00	
38	Abandon 11	125.00	Amt	125.00	125.00	0.00		125.00	100.00	0.00	0.00
		EA	Qty	1.00	1.00	0.00		1.00		0.00	
39	Abandon 12	125.00	Amt	125.00	125.00	0.00		125.00	100.00	0.00	0.00
		EA	Qty	1.00	1.00	0.00		1.00		0.00	
40	Abandon 13	125.00	Amt	125.00	125.00	0.00		125.00	100.00	0.00	0.00
		EA	Qty	1.00	1.00	0.00		1.00		0.00	
41	Abandon 14	125.00	Amt	125.00	125.00	0.00		125.00	100.00	0.00	0.00
		EA	Qty	1.00	1.00	0.00		1.00		0.00	
42	Abandon 15	125.00	Amt	125.00	125.00	0.00		125.00	100.00	0.00	0.00
		EA	Qty	1.00	1.00	0.00		1.00		0.00	
43	Water Svc Replacement	2,350.00	Amt	86,950.00	86,950.00	0.00		86,950.00	100.00	0.00	0.00
		EA	Qty	37.00	37.00	0.00		37.00		0.00	
44	Water Svc Far Side	2,625.00	Amt	70,875.00	70,875.00	0.00		70,875.00	100.00	0.00	0.00
		EA	Qty	27.00	27.00	0.00		27.00		0.00	
	PAGE 4 TOTAL:			158,950.00	158,950.00	0.00		158,950.00	100.00	0.00	0.00

ine Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
laterials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

Attachment: Red Oak Change Order 1 Agenda Docs BA [Revision 1] (RES-2023-818 : Change Order No. 1 & Final Quantity Adjustment – 716 Site

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

Application No: 4
App. Date: September 19, 2023
Period to: September 19, 2023
Project No: 2020.017

A	B		C		D	E	F	G		H	I
Item #	Description of Work	Unit Cost Unit Type	Schedule of Values		Work Completed From Previous Application(s)	Work Completed This Period	Materials Stored & Used Prior + Current	Total Completed and Stored To Date	%	Balance to Finish	Retainage
45	Test Pits	500.00 EA	Amt Qty	2,500.00 5.00	2,000.00 4.00	0.00 0.00		2,000.00 4.00	80.00	500.00 1.00	0.00
46	Traffic	2,000.00 EA	Amt Qty	2,000.00 1.00	2,000.00 1.00	0.00 0.00		2,000.00 1.00	100.00	0.00 0.00	0.00
47	Concrete Walks	50.00 SY	Amt Qty	2,000.00 40.00	3,845.00 76.90	0.00 0.00		3,845.00 76.90	192.25	-1,845.00 -36.90	0.00
48	Concrete Gutter	5.00 LF	Amt Qty	550.00 110.00	155.00 31.00	0.00 0.00		155.00 31.00	28.18	395.00 79.00	0.00
49	Concrete Driveway	60.00 SY	Amt Qty	1,800.00 30.00	2,037.00 33.95	0.00 0.00		2,037.00 33.95	113.17	-237.00 -3.95	0.00
50	ASP Top Course	10.00 SY	Amt Qty	37,600.00 3,760.00	25,515.00 2,551.50	0.00 0.00		25,515.00 2,551.50	67.86	12,085.00 1,208.50	0.00
51	Asp Binder Course	16.00 SY	Amt Qty	60,160.00 3,760.00	40,824.00 2,551.50	0.00 0.00		40,824.00 2,551.50	67.86	19,336.00 1,208.50	0.00
52	Asp Base Course	25.00 SY	Amt Qty	94,000.00 3,760.00	63,787.50 2,551.50	0.00 0.00		63,787.50 2,551.50	67.86	30,212.50 1,208.50	0.00
53	Landscape	10.00 SY	Amt Qty	4,600.00 460.00	4,550.00 455.00	0.00 0.00		4,550.00 455.00	98.91	50.00 5.00	0.00
54	Testing	1.00 LF	Amt Qty	5,640.00 5,640.00	5,367.00 5,367.00	0.00 0.00		5,367.00 5,367.00	95.16	273.00 273.00	0.00
55	Rock	1.00 CY	Amt Qty	5.00 5.00	0.00 0.00	0.00 0.00		0.00 0.00	0.00	5.00 5.00	0.00
	PAGE 5 TOTAL:			210,855.00	150,080.50	0.00		150,080.50	71.18	60,774.50	0.00
	GRAND TOTAL:			1,399,475.00	1,318,944.15	0.00		1,318,944.15	94.25	80,530.85	0.00

ine Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
laterials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

Attachment: Red Oak Change Order 1 Agenda Docs BA [Revision 1] (RES-2023-818 : Change Order No. 1 & Final Quantity Adjustment – 716 Site

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 28010 **RESOLUTION 2023-819** **ADOPTED**

Contract Extension - SITEONE LANDSCAPE SUPPLY - CRS #4322

WHEREAS, Bid #2022-022, Tree Treatment Products, the Highway Department allows for the contract to be extended for a period of one (1) year at the same terms and conditions and;

WHEREAS, the Highway Department is requesting approval for the extension of the contract under Resolution 2022-854, SITEONE LANDSCAPE SUPPLY;

NOW THEREFORE RESOLVED, the contract extension term will be dated from 9/5/2023 through 9/5/2024 and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the one year contract extension with Siteone Landscape Supply, 1385 East 36th Street, Cleveland, Ohio 44114 subject to the Contract Routing System, CRS #4322 and the approval of the Town Attorney.

10/2/2023
Consent

FINANCIAL IMPACT:

Town Wide - Various - Amount TBD

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

AGREEMENT EXTENSION

Let this document stand as an Agreement extension between SITEONE LANDSCAPE SUPPLY and the Town of Amherst permitting the Town of Amherst to participate in the purchase of TREE TREATMENT PRODUCTS.

SITEONE LANDSCAPE SUPPLY
1385 East 36th Street, Cleveland, Ohio 44114
BID # 2022-022
from 9/06/2022 through 9/05/2023 AND EXTENDED TO 9/05/2024.

for TREE TREATMENT PRODUCTS for BID #2022-022.

Agreed to and Accepted by:

SITEONE LANDSCAPE SUPPLY

By: Rosalin Santiago
Signature

Rosalin Santiago
Print Name

Sr. Bid Rep
Title

Date: 09-20-2023

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: DOC092123-09212023112839 (RES-2023-819 : Contract Extension - SITEONE LANDSCAPE SUPPLY - CRS #4322)

AMHERST HIGHWAY DEPARTMENT

1042 North Forest Road Williamsville, New York 14221

Patrick Lucey
Superintendent of Highways
plucey@amherst.ny.us

Paul Anderson
Deputy Highway Superintendent
panderson@amherst.ny.us

PHONE (716) 631-7117
FAX (716) 631-7265
www.amherst.ny.us

August 21, 2023

SiteOne Landscape Supply
1385 East 36th Street
Cleveland, Ohio 44114

Re: Bid # 2022-022 Tree Treatment Products

Good Morning:

The Town of Amherst wishes to extend this agreement for an additional contract period of 12 MONTHS (12) Commencing on September 6, 2023 and ending September 5 , 2024 under the same discounts, terms and Conditions as the original agreement Resolution # 2022-854 per attached!

Extension is provided for per "Contract Terms", Page 4 of 4 of the bid specifications attached. This offer is for your immediate consideration and acceptance. Please indicate below whether you Agree to extend or do not wish to extend. Please respond within five days upon receipt of This request. Please return this document attached with signature.

✓ Yes, I agree to extend

Rosalin Santiago
Print Name

Date: 09-15-2023

_____ No, I do not wish to extend

Rosalin Santiago
Signature

Thank you for your time and consideration!

Regards, Steve Bryan, Department Highway Contracts

Attachment: DOC092123-09212023112839 (RES-2023-819 : Contract Extension - SITEONE LANDSCAPE SUPPLY - CRS #4322)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. TH CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICI BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZ REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorse If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 Attn: Michelle.W.Robles@marsh.com CN117936603--GAWU-22-23 Bid	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED SiteOne Landscape Supply, Inc. & Its subsidiaries 300 Colonial Center Parkway, Suite 600 Roswell, GA 30076	INSURER(S) AFFORDING COVERAGE — NAIC INSURER A : ACE American Insurance Company — 22667 INSURER B : Indemnity Ins Co Of North America — 43575 INSURER C : ACE Fire Underwriters Insurance Company — 20702 INSURER D : ACE Property & Casualty Insurance Company — 20699 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** ATL-004924356-14 **REVISION NUMBER:** 8

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X SIR: $350,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			XSL G47301294	12/23/2022	12/23/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,00 $ 1,00 $ $ 2,00 $ 4,00 $ 4,00
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY X SIR: $750,000 SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISAH10693123	12/23/2022	12/23/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,00 $ $ $
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			XEUG47379970 001	12/23/2022	12/23/2023	EACH OCCURRENCE AGGREGATE	$ 5,00 $ 5,00
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N — N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C50680332 (AOS) SCF C5066692A (WI)	12/23/2022 12/23/2022	12/23/2023 12/23/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,00 $ 1,00 $ 1,00

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

The Town of Amherst is included as an Additional Insured with respects to General Liability as required by written contract subject to the policy terms, conditions, and exclusions. Coverage is Primary and Non-Contributory as required by written contract subject to the policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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Attachment: DOC092123-092120231128 39 (RES-2023-819 : Contract Extension - SITEONE LANDSCAPE SUPPLY - CRS #4322)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) SiteOne Landscape Supply 300 Colonial Center Parkway, Suite 600 Roswell GA 30076	1b. Business Telephone Number of Insured 470-277-7011 1c. NYS Unemployment Insurance Employer Registration Number of Insured 49-373866
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1d. Federal Employer Identification Number of Insured or Social Security Number 36-4485550
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main St Williamsville NY 14221	3a. Name of Insurance Carrier Indemnity Insurance Company of North America 3b. Policy Number of Entity Listed in Box "1a" WLR C50680332 3c. Policy effective period 12/23/2022 to 12/23/2023 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

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

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

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: ANNETTE D'URSO
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Annette D'Urso 1/6/2023
(Signature) (Date)

Title: VICE PRESIDENT

Telephone Number of authorized representative or licensed agent of insurance carrier: 302.476.6307

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17) www.wcb.ny.gov

Attachment: DOC092123-092120231128 39 (RES-2023-819 : Contract Extension - SITEONE LANDSCAPE SUPPLY - CRS #4322)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
under the NYS 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) SiteOne Landscape Supply 300 Colonial Center Parkway suite 600 Roswell, GA 30076 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. Federal Employer Identification Number of Insured or Social Security Number 36-4485550
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst Attn: Karen Halton Buyer 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier **New York Life Group Insurance Company of NY** 3b. Policy Number of Entity Listed in Box "1a" NYD075443 3c. Policy effective period 1/1/2023 to 1/1/2024

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.

Marcelina E. Reilly

Date Signed January 12, 2023 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carri

Telephone Number 1-866-761-4236 Name and Title Underwriting Director

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B of Part 1 has been checked)

State of New York

Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

DB-120.1 (10-17)

Attachment: DOC092123-092120231128 39 (RES-2023-819 : Contract Extension - SITEONE LANDSCAPE SUPPLY - CRS #4322)

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 28049 **RESOLUTION 2023-820** **ADOPTED**

Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS #4333

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on the Erie County Contract with American Rock Salt Co, LLC for road salt materials and sand, BID # 230155-004 for the period of 9/1/23 to 8/31/24 for 10,000 tons at $45.01 per ton delivered.

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 #4333) and the approval of the Town Attorney.

10/2/2023
Consent

FINANCIAL IMPACT:

D5142 : 4350

TBD

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

AGREEMENT

Let this document stand as an Agreement between AMERICAN ROCK SALT CO., LLC., 5520 ROUTE 63, PO BOX 190, MOUNT MORRIS, NY 14510 and the Town of Amherst permitting the Town of Amherst to participate in the purchase of :

County of Erie - ROAD SALT MATERIALS AND SAND
BID # 230155-004
9/1/2023 through 8/31/2024
ROAD SALT DELIVERED AT 10,000 TONS AT $45.01 PER TON PLUS/MINUS SURCHARGE.

from American Rock Salt Co., LLC. Under County of Erie ROAD SALT MATERIALS AND SAND: BID # 230155-004 for the period from 9/1/2023 TO 8/31/2024.

Agreed to and Accepted by:

AMERICAN ROCK SALT CO., LLC.

By: _____
Signature

Jamie A. McClain
Print Name

Marketing Manager
Title

Date: 9/27/2023

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian Kulpa
Supervisor

Date: _____

Attachment: DOC092723-09272023112626 (RES-2023-820 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC

Attachment: DOC092723-092720231126 26 (RES-2023-820 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC

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. A failure by Contractor to assure that any policy procured by any subcontractor or sub-subcontractor name the Town as an additional insured on a primary and non-contributory basis, shall be considered a material breach of the

underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit regardless of whether the Town is successful in said suit.

(e) A failure by Contractor to procure the General Liability, Professional Liability and/or Property Damage policies referenced above, or the failure to have the Town of Amherst as an additional insured on a primary, non-contributory basis on said policies, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit and/or of the indemnification provisions regardless of whether the Town is successful in said suit.

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

Attachment: DOC092723-09272023112626 (RES-2023-820 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC

Utilization Commitment.

(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

American Rock Salt Co., LLC

Print Name of Company

By: Jamie A McClain

Signature

Jamie A. McClain

Printed name

Date: 9/27/2023

Agreed to and Accepted by:

Town of Amherst

By: _____

Brian J. Kulpa, Supervisor

Date: _____

Attachment: DOC092723-09272023112626 (RES-2023-820 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New Yor provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). T list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility unde Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seek to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must cer at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibi entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive informat that a person is in violation of the above-referenced certification, the Town will offer the person opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in investment which is in violation of the Act within 90 days after the determination of such violation, th the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seek compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an ent that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursu responsibility review with respect to any entity that is awarded a Contract/Lease and appears on t prohibited entities list after Contract/Lease award.

Company Name: American Rock Salt Co., LLC

Signature: Jamie A McClain

Print Name: Jamie A. McClain

Title: Marketing Manager

Date: 9/27/2023

Sworn To Before Me This
27th Day of September 2023
Jeanette A. Starr
Notary Public

JEANETTE A. STARR
Notary Public, State of New York
Reg. No. 01ST6105067
Qualified in Livingston County
Commission Expires April 02, 2024

Revised 4.2(

Attachment: DOC092723-09272023112626 (RES-2023-820 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC

COUNTY OF ERIE

DIVISION OF PURCHASE
95 FRANKLIN STREET
BUFFALO, NY 14202

Bid for Road Salt Materials and Sand for use
By Erie County Department of Public Works
Division of Highways

Submitted in accordance with New York State Specifications
For the period September 1, 2023 – August 31, 2024

BID #230155-004

Attachment: DOC092723-09272023112626 (RES-2023-820 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC

COMPANY	PHONE
American Rock Salt PO Box 190 Mt. Morris, NY 14510	(888) 762-7258 FAX- 585-243-7676- Email
D&H Materials 11939 Rt. 98 South Arcade, NY 14009	(716) 492-4956
Gernatt Asphalt Products, Inc. PO Box 400 Collins, NY 14034	(716) 532-3371

Attachment: DOC092723-09272023112626 (RES-2023-820 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC

Bid #230155-004 - Road Salt Materials

Salt - American Rock Salt Co., LLC.

Location	Price Per Ton	Price Per ton with Delivery
Erie County (all facilities)	$40.00	$45.01
City of Buffalo	$40.00	$45.01
Buffalo Sewer Authority	$40.00	$45.01
Akron Central School District	$40.00	$45.01
Village of Akron	$40.00	$45.01
Town of Alden	$40.00	$45.01
Village of Alden	$40.00	$45.01
Town of Amherst	$40.00	$45.01
Village of Angola	$40.00	$45.01
Town of Aurora	$40.00	$45.01
Village of Blasdell	$40.00	$45.01
Town of Boston	$40.00	$45.01
Town of Brant	$40.00	$45.01
Town of Cheektowaga	$40.00	$45.01
Cheektowaga-Maryvale UFSD	$40.00	$45.01
Town of Clarence	$40.00	$45.01
Town of Colden	$40.00	$45.01
Town of Collins	$40.00	$45.01
Town of Concord	$40.00	$45.01
Village of Depew	$40.00	$45.01
Village of East Aurora	$40.00	$45.01
Town of Eden	$40.00	$45.01
Town of Elma	$40.00	$45.01
ECC Orchard Park	$40.00	$45.01
Erie County Medical Center Corp.	$40.00	$45.01
Eerie County Water Authority	$40.00	$45.01
Town of Evans	$40.00	$45.01
Village of Gowanda	$40.00	$45.01

Location	Price Per Ton	Price Per ton with Delivery
Town of Grand Island	$40.00	$45.01
Town of Hamburg	$40.00	$45.01
Village of Hamburg	$40.00	$45.01
Town of Holland	$40.00	$45.01
Kenmore Town of Tonawanda UFSD	$40.00	$45.01
Village of Kenmore	$40.00	$45.01
City of Lackawanna	$40.00	$45.01
Town of Lancaster	$40.00	$45.01
Town of Marilla	$40.00	$45.01
Town of Newstead	$40.00	$45.01
NTFA 485 Cayuga	$40.00	$45.01
NFTA BNIA Maintenance	$40.00	$45.01
NFTA Cold Spring Garage	$40.00	$45.01
NFTA Frontier Garage	$40.00	$45.01
NFTA Babcock Garage	$40.00	$45.01
Town of North Collins	$40.00	$45.01
Town of Orchard Park	$40.00	$45.01
Village of Orchard Park	$40.00	$45.01
Town of Sardinia	$40.00	$45.01
Village of Sloan	$40.00	$45.01
Village of Springville	$40.00	$45.01
City of Tonawanda	$40.00	$45.01
Town of Tonawanda	$40.00	$45.01
Town of Wales	$40.00	$45.01
Town of West Seneca	$40.00	$45.01
Village of Williamsville	$40.00	$45.01

Attachment: DOC092723-09272023112626 (RES-2023-820 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC

Bid #230155-004 - Road Salt Materials

Sand - Gernatt Asphalt Products Inc.

Location		Price Per Ton with Delivery
Gernatt F.O.B. Trucks at Source:	Springville	$7.75
	Gowanda & Hanover	$8.75
	Freedom	$5.95
	Chaffee	$4.75
	South Dayton	$7.95
D&H F.O.B. Trucks at Sou	Delevan	$5.00
Delivered location	Vendor	Price
Clarence	D&H	$16.20
Tonawanda	D&H	$15.65
Lancaster	D&H	$14.65
Clinton)	D&H	$14.65
Hamburg	D&H	$14.65
Angola	Gernatt	$13.70
Aurora	D&H	$11.60
Protection	Gernatt	$9.20
East Concord	Gernatt	$9.20
Collins	Gernatt	$11.70
Akron Central School District	D&H	$16.40
Village of Akron	D&H	$16.40
Town of Alden	D&H	$13.95
Village of Alden	D&H	$13.95
Town of Amherst	D&H	$15.25
Town of Aurora	Gernatt	$10.95
Village of Blasdell	D&H	$13.95
BOCES Cheektowaga	D&H	$15.25
BOCES Orchard Park	D&H	$13.95
Town of Boston	Gernatt	$10.45
Town of Brant	Gernatt	$13.45
City of Buffalo	D&H	$14.65
Town of Cheektowaga	D&H	$14.80
UFSD	D&H	$14.80
Town of Clarence	D&H	$16.30
Town of Colden	Gernatt	$10.45
Town of Collins	Gernatt	$11.70
Town of Concord	Gernatt or D&H	$10.70

Location		Price Per Ton with Delivery
Village of Depew	D&H	$14.35
Village of East Aurora	D&H	$12.10
Town of Eden	Gernatt	$13.20
Town of Elma	D&H	$12.55
ECC Orchard Park	D&H	$15.50
ECMCC Buffalo	D&H	$15.05
Erie County Water Cheektowaga	D&H	$14.50
Town of Evans	Gernatt	$13.70
Village of Gowanda	Gernatt	$11.70
Town of Grand Island	D&H	$16.45
Town of Hamburg	D&H	$13.65
Village of Hamburg	D&H	$13.10
Town of Holland	Gernatt	$9.95
Kenmore School District	D&H	$15.75
Village of Kenmore	D&H	$16.45
City of Lackawanna	D&H	$14.35
Town of Lancaster	D&H	$14.35
Town of Marilla	D&H	$13.10
Town of Newstead	D&H	$15.75
Town of North Collins	D&H	$12.80
Town of Orchard Park	D&H	$13.10
Village of Orchard Park	D&H	$13.10
Town of Sardinia	D&H or Ge	$9.20
Village of Sloan	D&H	$14.65
Village of Springville	D&H	$10.70
City of Tonawanda	D&H	$16.00
Town of Tonawanda	D&H	$16.00
Town of Wales	D&H	$11.85
Town of West Seneca	D&H	$13.50
Village of Williamsville	D&H	$15.05

Attachment: DOC092723-09272023112626 (RES-2023-820 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	Sand Salt Pre Mix		Location of Plant	Clarence	Tonawanda	Lancaster	Harlem	Hamburg	Angola	Aurora	Protection	East Concord	Collins	
2		1 to 1	Bemz Drive	$51.85	$50.85	$50.35	$50.10	$46.35	$48.35	$45.60	$45.10	$42.60	$44.85	
3	Gernatt Asphalt Products Inc.	1 to 2	Springville, NY	$43.15	$42.15	$41.65	$41.40	$37.65	$39.65	$36.90	$36.40	$33.90	$36.15	
4		1 to 3		$38.75	$37.75	$37.25	$37.00	$33.25	$35.25	$32.50	$32.00	$29.50	$31.75	
5		1 to 4		$36.15	$35.15	$34.65	$34.40	$30.65	$32.65	$29.90	$29.40	$26.90	$29.15	
6		1 to 5		$34.45	$33.45	$32.95	$32.70	$28.95	$30.95	$28.20	$27.70	$25.20	$27.45	
7														
8	Sand Salt Pre Mix		Location of Plant	Akron Central School Dist	Village of Akron	Town of Alden		Town of Amherst	Town of Aurora	Village of Blasdell	City of Buffalo	BOCES Cheektowaga	BOCES Orchard Park	Town of Boston
9		1 to 1		$53.60	$52.60	$52.60		$51.10	$47.85	$47.60	$49.10	$50.10	$46.60	$44.60
10	Gernatt Asphalt Products Inc.	1 to 2		$44.90	$43.90	$43.90		$42.40	$39.15	$38.90	$40.40	$41.40	$37.90	$35.90
11		1 to 3		$40.50	$39.50	$39.50		$38.00	$34.75	$34.50	$36.00	$37.00	$33.50	$31.50
12		1 to 4		$37.90	$36.90	$36.90		$35.40	$32.15	$31.90	$33.40	$34.40	$30.90	$28.90
13		1 to 5		$36.20	$35.20	$35.20		$33.70	$30.45	$30.20	$31.70	$32.70	$29.20	$27.20
14														
15	Sand Salt Pre Mix		Location of Plant	Town of Brant	Town of Cheektowaga	Town of Clarence	Cheektowaga-Maryvale UFSD	Town of Colden	Town of Collins	Town of Concord	Village of Depew	Village of East Aurora	Town of Eden	Town of Elma
16		1 to 1		$48.10	$50.10	$51.85	$50.35	$43.85	$45.35	$42.10	$50.85	$47.85	$47.85	$48.85
17	Gernatt Asphalt Products Inc.	1 to 2		$39.40	$41.40	$43.15	$41.65	$35.15	$36.65	$33.40	$42.15	$39.15	$39.15	$40.15
18		1 to 3		$35.00	$37.00	$38.75	$37.25	$30.75	$32.25	$29.00	$37.75	$34.75	$34.75	$35.75
19		1 to 4		$32.40	$34.40	$36.15	$34.65	$28.15	$29.65	$26.40	$35.15	$32.15	$32.15	$33.15
20		1 to 5		$30.70	$32.70	$34.45	$32.95	$26.45	$27.95	$24.70	$33.45	$30.45	$30.45	$31.45
21														
22	Sand Salt Pre Mix		Location of Plant	ECC Orchard Park	ECMCC Buffalo	Erie County Water Cheektowaga	Town of Evans	Village of Gowanda	Town of Grand Island	Town of Hamburg	Village of Hamburg	Town of Holland	Kenmore School District	Village of Kenmore
23		1 to 1		$46.60	$49.10	$50.10	$48.35	$45.35	$54.35	$46.35	$46.35	$45.85	$51.85	$51.85
24	Gernatt Asphalt Products Inc.	1 to 2		$37.90	$40.40	$41.40	$39.65	$36.65	$45.65	$37.65	$37.65	$37.15	$43.15	$43.15
25		1 to 3		$33.50	$36.00	$37.00	$35.25	$32.25	$41.25	$33.25	$33.25	$32.75	$38.75	$38.75
26		1 to 4		$30.90	$33.40	$34.40	$32.65	$29.65	$38.65	$30.65	$30.65	$30.15	$36.15	$36.15
27		1 to 5		$29.20	$31.70	$32.70	$30.95	$27.95	$36.95	$28.95	$28.95	$28.45	$34.45	$34.45
28														
29	Sand Salt Pre Mix		Location of Plant	City of Lackawanna	Town of Lancaster	Town of Marilla	Town of Newstead	Town of North Collins	Town of Orchard Park	Village of Orchard Park	Town of Sardinia	Village of Sloan	Village of Springville	City of Tonawanda
30		1 to 1		$48.60	$50.35	$49.35	$53.85	$45.85	$46.60	$46.60	$43.35	$50.10	$42.60	$50.85
31	Gernatt Asphalt Products Inc.	1 to 2		$39.90	$41.65	$40.65	$45.15	$37.15	$37.90	$37.90	$34.65	$41.40	$33.90	$42.15
32		1 to 3		$35.50	$37.25	$36.25	$40.75	$32.75	$33.50	$33.50	$30.25	$37.00	$29.50	$37.75
33		1 to 4		$32.90	$34.65	$33.65	$38.15	$30.15	$30.90	$30.90	$27.65	$34.40	$26.90	$35.15
34		1 to 5		$31.20	$32.90	$31.95	$36.45	$28.45	$29.20	$29.20	$25.95	$32.70	$25.20	$33.45
35														
36	Sand Salt Pre Mix		Location of Plant	Town of Tonawanda	Town of Wales	Town of West Seneca	Village of Williamsville							
37		1 to 1		$50.85	$48.35	$48.85	$51.10							
38	Gernatt Asphalt Products Inc.	1 to 2		$42.15	$39.65	$40.15	$42.40							
39		1 to 3		$37.75	$35.25	$35.75	$38.00							
40		1 to 4		$35.15	$32.65	$33.15	$35.40							
41		1 to 5		$33.45	$30.95	$31.45	$33.70							

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Bid #230155-004 - Road Salt Materials

Sand - Gernatt Asphalt Products Inc.

Location		Price Per Ton with Delivery
GernattF.O.B. Trucks at source:	Springville	$7.75
	Gowanda & Hanover	$8.75
	Freedom	$5.95
	Chaffee	$4.75
	South Dayton	$7.95
D&H F.O.B.Trucks at Sou	Delevan	$5.00
Delivered location	Vendor	Price
Clarence	D&H	$16.20
Tonawanda	D&H	$15.65
Lancaster	D&H	$14.65
Clinton)	D&H	$14.65
Hamburg	D&H	$14.65
Angola	Gernatt	$13.70
Aurora	D&H	$11.60
Protection	Gernatt	$9.20
East Concord	Gernatt	$9.20
Collins	Gernatt	$11.70
Akron Central School District	D&H	$16.40
Village of Akron	D&H	$16.40
Town of Alden	D&H	$13.95
Village of Alden	D&H	$13.95
Town of Amherst	D&H	$15.25
Town of Aurora	Gernatt	$10.95
Village of Blasdell	D&H	$13.95
BOCES Cheektowaga	D&H	$15.25
BOCES Orchard Park	D&H	$13.95
Town of Boston	Gernatt	$10.45
Town of Brant	Gernatt	$13.45
City of Buffalo	D&H	$14.65
Town of Cheektowaga	D&H	$14.80
UFSD	D&H	$14.80
Town of Clarence	D&H	$16.30
Town of Colden	Gernatt	$10.45
Town of Collins	Gernatt	$11.70
Town of Concord	Gernatt or D&H	$10.70

Location		Price Per Ton with Delivery
Village of Depew	D&H	$14.35
Village of East Aurora	D&H	$12.10
Town of Eden	Gernatt	$13.20
Town of Elma	D&H	$12.55
ECC Orchard Park	D&H	$15.50
ECMCC Buffalo	D&H	$15.05
Erie County Water Cheektowaga	D&H	$14.50
Town of Evans	Gernatt	$13.70
Village of Gowanda	Gernatt	$11.70
Town of Grand Island	D&H	$16.45
Town of Hamburg	D&H	$13.65
Village of Hamburg	D&H	$13.10
Town of Holland	Gernatt	$9.95
Kenmore School District	D&H	$15.75
Village of Kenmore	D&H	$16.45
City of Lackawanna	D&H	$14.35
Town of Lancaster	D&H	$14.35
Town of Marilla	D&H	$13.10
Town of Newstead	D&H	$15.75
Town of North Collins	D&H	$12.80
Town of Orchard Park	D&H	$13.10
Village of Orchard Park	D&H	$13.10
Town of Sardinia	D&H or Ge	$9.20
Village of Sloan	D&H	$14.65
Village of Springville	D&H	$10.70
City of Tonawanda	D&H	$16.00
Town of Tonawanda	D&H	$16.00
Town of Wales	D&H	$11.85
Town of West Seneca	D&H	$13.50
Village of Williamsville	D&H	$15.05

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	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	**Sand Salt Pre Mix**		Location of Plant	Clarence	Tonawanda	Lancaster	Harlem	Hamburg	Angola	Aurora	Protection	East Concord	Collins	
2		1 to 1	Bemz Drive	$51.85	$50.85	$50.35	$50.10	$46.35	$48.35	$45.60	$45.10	$42.60	$44.85	
3	Gernatt Asphalt	1 to 2	Springville, NY	$43.15	$42.15	$41.65	$41.40	$37.65	$39.65	$36.90	$36.40	$33.90	$36.15	
4	Products Inc.	1 to 3		$38.75	$37.75	$37.25	$37.00	$33.25	$35.25	$32.50	$32.00	$29.50	$31.75	
5		1 to 4		$36.15	$35.15	$34.65	$34.40	$30.65	$32.65	$29.90	$29.40	$26.90	$29.15	
6		1 to 5		$34.45	$33.45	$32.95	$32.70	$28.95	$30.95	$28.20	$27.70	$25.20	$27.45	
7														
8	**Sand Salt Pre Mix**		Location of Plant	Akron Central School Dist	Village of Akron	Town of Alden		Town of Amherst	Town of Aurora	Village of Blasdell	City of Buffalo	BOCES Cheektowaga	BOCES Orchard Park	Town of Boston
9		1 to 1		$53.60	$52.60	$52.60		$51.10	$47.85	$47.60	$49.10	$50.10	$46.60	$44.60
10	Gernatt Asphalt	1 to 2		$44.90	$43.90	$43.90		$42.40	$39.15	$38.90	$40.40	$41.40	$37.90	$35.90
11	Products Inc.	1 to 3		$40.50	$39.50	$39.50		$38.00	$34.75	$34.50	$36.00	$37.00	$33.50	$31.50
12		1 to 4		$37.90	$36.90	$36.90		$35.40	$32.15	$31.90	$33.40	$34.40	$30.90	$28.90
13		1 to 5		$36.20	$35.20	$35.20		$33.70	$30.45	$30.20	$31.70	$32.70	$29.20	$27.20
14														
15	**Sand Salt Pre Mix**		Location of Plant	Town of Brant	Town of Cheektowaga	Town of Clarence	Cheektowaga-Maryvale UFSD	Town of Colden	Town of Collins	Town of Concord	Village of Depew	Village of East Aurora	Town of Eden	Town of Elma
16		1 to 1		$48.10	$50.10	$51.85	$50.35	$43.85	$45.35	$42.10	$50.85	$47.85	$47.85	$48.85
17	Gernatt Asphalt	1 to 2		$39.40	$41.40	$43.15	$41.65	$35.15	$36.65	$33.40	$42.15	$39.15	$39.15	$40.15
18	Products Inc.	1 to 3		$35.00	$37.00	$38.75	$37.25	$30.75	$32.25	$29.00	$37.75	$34.75	$34.75	$35.75
19		1 to 4		$32.40	$34.40	$36.15	$34.65	$28.15	$29.65	$26.40	$35.15	$32.15	$32.15	$33.15
20		1 to 5		$30.70	$32.70	$34.45	$32.95	$26.45	$27.95	$24.70	$33.45	$30.45	$30.45	$31.45
21														
22	**Sand Salt Pre Mix**		Location of Plant	ECC Orchard Park	ECMCC Buffalo	Erie County Water Cheektowaga	Town of Evans	Village of Gowanda	Town of Grand Island	Town of Hamburg	Village of Hamburg	Town of Holland	Kenmore School District	Village of Kenmore
23		1 to 1		$46.60	$49.10	$50.10	$48.35	$45.35	$54.35	$46.35	$46.35	$45.85	$51.85	$51.85
24	Gernatt Asphalt	1 to 2		$37.90	$40.40	$41.40	$39.65	$36.65	$45.65	$37.65	$37.65	$37.15	$43.15	$43.15
25	Products Inc.	1 to 3		$33.50	$36.00	$37.00	$35.25	$32.25	$41.25	$33.25	$33.25	$32.75	$38.75	$38.75
26		1 to 4		$30.90	$33.40	$34.40	$32.65	$29.65	$38.65	$30.65	$30.65	$30.15	$36.15	$36.15
27		1 to 5		$29.20	$31.70	$32.70	$30.95	$27.95	$36.95	$28.95	$28.95	$28.45	$34.45	$34.45
28														
29	**Sand Salt Pre Mix**		Location of Plant	City of Lackawanna	Town of Lancaster	Town of Marilla	Town of Newstead	Town of North Collins	Town of Orchard Park	Village of Orchard Park	Town of Sardinia	Village of Sloan	Village of Springville	City of Tonawanda
30		1 to 1		$48.60	$50.35	$49.35	$53.85	$45.85	$46.60	$46.60	$43.35	$50.10	$42.60	$50.85
31	Gernatt Asphalt	1 to 2		$39.90	$41.65	$40.65	$45.15	$37.15	$37.90	$37.90	$34.65	$41.40	$33.90	$42.15
32	Products Inc.	1 to 3		$35.50	$37.25	$36.25	$40.75	$32.75	$33.50	$33.50	$30.25	$37.00	$29.50	$37.75
33		1 to 4		$32.90	$34.65	$33.65	$38.15	$30.15	$30.90	$30.90	$27.65	$34.40	$26.90	$35.15
34		1 to 5		$31.20	$32.90	$31.95	$36.45	$28.45	$29.20	$29.20	$25.95	$32.70	$25.20	$33.45
35														
36	**Sand Salt Pre Mix**		Location of Plant	Town of Tonawanda	Town of Wales	Town of West Seneca	Village of Williamsville							
37		1 to 1		$50.85	$48.35	$48.85	$51.10							
38	Gernatt Asphalt	1 to 2		$42.15	$39.65	$40.15	$42.40							
39	Products Inc.	1 to 3		$37.75	$35.25	$35.75	$38.00							
40		1 to 4		$35.15	$32.65	$33.15	$35.40							
41		1 to 5		$33.45	$30.95	$31.45	$33.70							

Attachment: DOC092723-09272023112626 (RES-2023-820 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC

Bid #230155-004 - Road Salt Materials

Salt - American Rock Salt Co., LLC.

Location	Price Per Ton	Price Per ton with Delivery
Erie County (all facilities)	$40.00	$45.01
City of Buffalo	$40.00	$45.01
Buffalo Sewer Authority	$40.00	$45.01
Akron Central School District	$40.00	$45.01
Village of Akron	$40.00	$45.01
Town of Alden	$40.00	$45.01
Village of Alden	$40.00	$45.01
Town of Amherst	$40.00	$45.01
Village of Angola	$40.00	$45.01
Town of Aurora	$40.00	$45.01
Village of Blasdell	$40.00	$45.01
Town of Boston	$40.00	$45.01
Town of Brant	$40.00	$45.01
Town of Cheektowaga	$40.00	$45.01
Cheektowaga-Maryvale UFSD	$40.00	$45.01
Town of Clarence	$40.00	$45.01
Town of Colden	$40.00	$45.01
Town of Collins	$40.00	$45.01
Town of Concord	$40.00	$45.01
Village of Depew	$40.00	$45.01
Village of East Aurora	$40.00	$45.01
Town of Eden	$40.00	$45.01
Town of Elma	$40.00	$45.01
ECC Orchard Park	$40.00	$45.01
Erie County Medical Center Corp.	$40.00	$45.01
Eerie County Water Authority	$40.00	$45.01
Town of Evans	$40.00	$45.01
Village of Gowanda		

Location	Price Per Ton	Price Per ton with Delivery
Town of Grand Island	$40.00	$45.01
Town of Hamburg	$40.00	$45.01
Village of Hamburg	$40.00	$45.01
Town of Holland	$40.00	$45.01
Kenmore Town of Tonawanda UFSD	$40.00	$45.01
Village of Kenmore	$40.00	$45.01
City of Lackawanna	$40.00	$45.01
Town of Lancaster	$40.00	$45.01
Town of Marilla	$40.00	$45.01
Town of Newstead	$40.00	$45.01
NTFA 485 Cayuga	$40.00	$45.01
NFTA BNIA Maintenance	$40.00	$45.01
NFTA Cold Spring Garage	$40.00	$45.01
NFTA Frontier Garage	$40.00	$45.01
NFTA Babcock Garage	$40.00	$45.01
Town of North Collins	$40.00	$45.01
Town of Orchard Park	$40.00	$45.01
Village of Orchard Park	$40.00	$45.01
Town of Sardinia	$40.00	$45.01
Village of Sloan	$40.00	$45.01
Village of Springville	$40.00	$45.01
City of Tonawanda	$40.00	$45.01
Town of Tonawanda	$40.00	$45.01
Town of Wales	$40.00	$45.01
Town of West Seneca	$40.00	$45.01
Village of Williamsville	$40.00	$45.01

Attachment: DOC092723-09272023112626 (RES-2023-820 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC

AMERROC-02 TWANG3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861 Alliant Insurance Services, Inc. 560 Mission St 6th Fl San Francisco, CA 94105	CONTACT NAME: Tracy Wang PHONE (A/C, No, Ext): (415) 946-7500 FAX (A/C, No): E-MAIL ADDRESS: Tracy.Wang2@alliant.com
INSURED American Rock Salt Company, LLC P.O. Box 190 Mount Morris, NY 14510	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : American Zurich Insurance Company — 40142 INSURER B : American Guarantee and Liability Insurance Company — 26247 INSURER C : Great American Assurance Company — 26344 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / X LOC OTHER:	X		GLO18720707	10/30/2022	10/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000, $ 1,000, $ 10, $ 1,000, $ 10,000, $ 4,000,
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			BAP018720907	10/30/2022	10/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000, $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 10,000	X		AUC 6954518-02	10/30/2022	10/30/2023	EACH OCCURRENCE AGGREGATE	$ 10,000, $ 10,000,
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC018720607	10/30/2022	10/30/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000, $ 1,000, $ 1,000,
C	Excess Liability			EXC4457988	10/30/2022	10/30/2023	Occ/Agg	10,000,

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
C-105.2 (9-17) Town of Amherst is included as additional insured on a primary and non-contributory basis as respects to general liability in accordance with the terms and conditions of the policy. Umbrella is follow form of the underlying general liability, auto liability and workers compensation policies.

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

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Attachment: DOC092723-092720231126 (RES-2023-820 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
American Rock Salt Company LLC 5520 Route 63 Mount Morris, NY 14510	585-991-6878
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 16-1516458
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	3a. Name of Insurance Carrier Zurich American Insurance Company
Town of Amherst 5583 Main Street Williamsville, NY 14221	3b. Policy Number of Entity Listed in Box "1a" WC 0187206-07 3c. Policy effective period 10/30/2022 to 10/30/2023 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) all ☐ excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

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

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

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Susan B. Kendziora
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Susan B. Kendziora 11/02/2022
(Signature) (Date)

Title: Vice President - Underwriting Services

Telephone Number of authorized representative or licensed agent of insurance carrier: 800-382-2150

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17) www.wcb.ny.gov

Attachment: DOC092723-092720231126 (RES-2023-820 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC

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)	1b. Business Telephone Number of Insured
AMERICAN ROCK SALT COMPANY LLC 5520 ROUTE 63 MOUNT MORRIS, NY 14510 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*	585-243-9510 1c. Federal Employer Identification Number of Insured or Social Security Number 16 1516458
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) TOWN OF AMHERST 5583 MAIN ST WILLIAMSVILLE, NY 14221	3a. Name of Insurance Carrier **The Guardian Life Insurance Company of America** 3b. Policy Number of Entity Listed in Box 1a 00926651-0000 3c. Policy Effective Period 1/1/23 to 1/1/24

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 6/14/23 By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 1-888-278-4542 Name and Title Michael Prestileo, Head of Group Benefits Strategy, Product & Underwriting

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: DOC092723-092720231126 (RES-2023-820 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27978 **RESOLUTION 2023-821** **ADOPTED**

Maternity Leave Without Pay/Economic Development

Please authorize a Maternity Leave Without Pay to Emily Melski, Coordinator of Federal & State Aid Programs, in Economic Development. Effective October 11, 2023 through November 3, 2023.

10/2/2023
Consent

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: 10/02/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28021 **RESOLUTION 2023-822** **ADOPTED**

Public Safety Dispatcher/Central Fire Alarm

Please appoint a Public Safety Dispatcher to Central Fire Alarm. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 3, 2023 at an hourly rate of 22.542 for Stephen Stoeckl.

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned.

10/2/2023
Consent

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: 10/02/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28028 **RESOLUTION 2023-823** **ADOPTED**

Program Coordinator-Senior Services/Sr. Services

Please appoint a Program Coordinator-Senior Services to the Senior Services Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 3, 2023 at an annual salary of $50,543, Grade 9, Step E for Cynthia Weiss.

Contingent upon completing all Erie County Civil Service Rules and Regulations.

This is a Permanent appointment for an employee currently serving Provisionally.

10/2/2023
Consent

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: 10/02/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28036 **RESOLUTION 2023-824** **ADOPTED**

Senior Fire Inspector/Building Department

Please appoint a Senior Fire Inspector to the Building Department. Permanent, from list, pending satisfactory completion of probationary term as set forth in the Civil Service Rule XIII. Effective October 3, 2023 at an annual salary of $77,141, Grade 17, Step G for John Pidgeon.

This is a Permanent appointment for an employee currently serving Provisionally.

10/2/2023
Consent

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: 10/02/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28035 **RESOLUTION 2023-825** **ADOPTED**

Eastern Vision Service Plan IPA, Inc. Dba - VSP Vision Care - CRS #4288

BE IT RESOLVED that the Town Board hereby authorizes the supervisor to sign the attached agreement with Eastern Vision Service Plan IPA, Inc. dba - VSP Vision Care for the provision of vision coverage services as detailed in the attached agreement.

BE IT FURTHER RESOLVED that approval of this resolution is subject to successful completion of the CRS routing process as we are waiting to receive an insurance document from the vendor.

10/2/2023
Consent

FINANCIAL IMPACT:

TBD

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

vsp vision care

February 23, 2023

ROBERT MCCARTHY
TOWN OF AMHERST
5583 MAIN ST
WILLIAMSVILLE, NY 14221

Re: Town of Amherst #12265951 / September 1, 2023 Renewal Notification

Dear Robert McCarthy:

We thank you for being a valued VSP® Vision Care customer since 2005.
We're committed to meeting and exceeding the expectations of your employees, as we've done for the last 18 years. Your employees continue to benefit from participating in the VSP Signature Plan®, our premium plan.

Your renewal includes fully-covered, standard progressive lenses — only from VSP.
VSP is raising the bar as the only vision care company to offer **fully-covered, standard progressive lenses**. Your employees will automatically get this new benefit feature. There's no extra cost and nothing more for you and your employees to do. Their VSP doctor will help determine which lens best suits their patient's individual lifestyle and vision needs. This is one more option to help our members enjoy clear, precise vision at an exceptional value.

Also standard with VSP:

- Lowest out-of-pocket costs on the widest selection of lenses.
- VSP Exclusive Member Extras—more than $3,000 savings included on vision care, hearing, medical, and lifestyle services.
- Eye Health Management—your employees' wider safety net to catch chronic conditions like diabetes early, before costly symptoms emerge.
- Essential Medical Eye Care—coverage beyond routine eye care to treat immediate issues from pink eye to sudden changes in vision, or to monitor ongoing conditions such as dry eye, diabetic eye disease, glaucoma, and more.

To see all the details, please refer to your renewal proposal attached.

Let's stay together.
Sign the attached to continue with VSP and your premium plan for this next policy and return it to me via email at derek.black@vsp.com by August 1, 2023.

Thank you,

Derek Black
Key Client Manager

CC: CYNTHIA HAMMER
AP BENEFITS ADVISORS, LLC DBA PREMIER CONSULTING ASSOCIATES

Attachment: Town of Amherst VSP renewal letter 2023 - 2 (RES-2023-825 : Eastern Vision Service Plan IPA, Inc. Dba - VSP Vision Care - CRS

VSP® Renewal Exhibit for Town of Amherst
Group Number: 12265951
Renewal Effective Date: September 1, 2023

vsp vision care

	VSP Signature Plan® Current Plan		VSP Signature Plan® Renewal Plan		VSP Signature Plan® Renewal Alternative Plan	
Exam Copay	$15.00		$15.00		$15.00	
Materials Copay	$25.00		$25.00		$25.00	
Frequency: Exam: Lenses: Frame:	 Every 12 Months Every 12 Months Every 24 Months		 Every 12 Months Every 12 Months Every 24 Months		 Every 12 Months Every 12 Months Every 24 Months	
Essential Medical Eye Care	$20 copay per visit		$20 copay per visit		$20 copay per visit	
Exam Coverage						
WellVision Exam®	Covered in full after copay		Covered in full after copay		Covered in full after copay	
Contact Lens Exam (Fitting & Evaluation)	**Standard and premium fit**: Covered in full after copay. Member receives 15% off contact lens exam services; copay will never exceed $60		**Standard and premium fit**: Covered in full after copay. Member receives 15% off contact lens exam services; copay will never exceed $60		**Standard and premium fit**: Covered in full after copay. Member receives 15% off contact lens exam services; copay will never exceed $60	
Routine Retinal Screening	No more than a $39 copay on routine retinal screening as an enhancement to a WellVision Exam		No more than a $39 copay on routine retinal screening as an enhancement to a WellVision Exam		No more than a $39 copay on routine retinal screening as an enhancement to a WellVision Exam	
Lens Coverage						
Basic Prescription Lenses: (Glass or plastic) Single vision Lined bifocal Lined trifocal Lenticular	Covered in full after copay		Covered in full after copay		Covered in full after copay	
Lens Enhancements[1]	Covered with a copay, saving an average of 40%		Covered with a copay, saving an average of 40%		Covered with a copay, saving an average of 40%	
	Single Vision	Multifocal	Single Vision	Multifocal	Single Vision	Multifocal
Standard Anti-Glare coating:	$37	$37	$37	$37	$37	$37
All other Anti-Glare coatings:	$51 - $75	$51 - $75	$51 - $75	$51 - $75	$51 - $75	$51 - $75
Impact-resistant lenses for children:	Covered in full	Covered in full	Covered in full	Covered in full	Covered in full	Covered in full
Impact-resistant lenses for adults:	$23	$28	$23	$28	$23	$28
Standard Progressives:	N/A	Covered in full	N/A	Covered in full	N/A	Covered in full
Premium & Custom Progressives:	N/A	$80 - $160	N/A	$80 - $160	N/A	$80 - $160
Tints/Light-reactive lenses:	$70	$70	$70	$70	$70	$70
Scratch-resistant coating:	$15	$15	$15	$15	$15	$15
[1] ***Prices shown reflect standard selections; premium or custom options may also be available at additional costs.***						
Frame Coverage						
VSP Network Doctors and Visionworks®	$130 allowance; plus 20% off any amount above the allowance		$130 allowance; plus 20% off any amount above the allowance		$200 allowance; plus 20% off any amount above the allowance	
Contact Lens Coverage						
Elective Contact Lenses (prescription contact lenses, in lieu of glasses)	$130 allowance		$130 allowance		$130 allowance	
Necessary Contact Lenses	Covered in full after copay		Covered in full after copay		Covered in full after copay	
Extra Savings						
VSP Laser VisionCare℠ Program Discounts on LASIK, Custom LASIK, and PRK, plus patient education.	Average 15% off or 5% off promotional offer Discounts only available from VSP contracted facilities. Members who've had laser surgery can use frame benefit for non-prescription sunglasses		Average 15% off or 5% off promotional offer Discounts only available from VSP contracted facilities. Members who've had laser surgery can use frame benefit for non-prescription sunglasses		Average 15% off or 5% off promotional offer Discounts only available from VSP contracted facilities. Members who've had laser surgery can use frame benefit for non-prescription sunglasses	
Additional Pairs of Glasses	30% off unlimited additional pairs of prescription glasses and/or non-prescription sunglasses purchased on the same day with the same provider who performed the exam. Or 20% off from any VSP provider within 12 months of the member's last WellVision Exam		30% off unlimited additional pairs of prescription glasses and/or non-prescription sunglasses purchased on the same day with the same provider who performed the exam. Or 20% off from any VSP provider within 12 months of the member's last WellVision Exam		30% off unlimited additional pairs of prescription glasses and/or non-prescription sunglasses purchased on the same day with the same provider who performed the exam. Or 20% off from any VSP provider within 12 months of the member's last WellVision Exam	
Plan Enhancements						
LightCare Allows members to use their frame allowance towards ready-made non-prescription sunglasses, or ready-made non-prescription blue light filtering glasses, instead of prescription glasses or contacts.	N/A		N/A		$25 copay $130 allowance	
Out-of-Network Schedule						
Eye Exam:	$50.00		$50.00		$50.00	
Single Vision:	$50.00		$50.00		$50.00	
Lined Bifocal:	$75.00		$75.00		$75.00	
Lined Trifocal:	$100.00		$100.00		$100.00	
Lenticular:	$125.00		$125.00		$125.00	
Progressive:	$75.00		$75.00		$75.00	
Frame:	$70.00		$70.00		$70.00	
Elective Contact Lenses:	$105.00		$105.00		$105.00	
Necessary Contact Lenses:	$210.00		$210.00		$210.00	
Monthly Rates						
Risk	Employee Only: $4.18 Employee + Family: $8.94		Employee Only: $3.79 Employee + Family: $8.11		Employee Only: $4.18 Employee + Family: $8.94	
Commissions	Sliding 10%		Sliding 10%		Sliding 10%	
Policy Term	2 Years		2 Years		2 Years	
Select the desired renewal plan			☐		☑	
Renewal Acceptance						

To renew your contract with VSP and ensure continuous service, please have the appropriate representative review this information, select the desired renewal action, sign and return this Renewal Agreement to the email address below. VSP produces your Plan Policy upon receipt of your confirmation of renewal. Your new Plan Policy may contain some provisions that are changed from those in your current Policy, so you should review the new Policy carefully upon receipt. Please file this Agreement with your VSP contract as it serves as your notice of renewal.

VSP® Renewal Exhibit for Town of Amherst
Renewal Effective Date: September 1, 2023

Derek Black
Key Client Manager, VSP
Phone # 916.858.5268
derek.black@vsp.com

Signature: _____
Name: _____
Title: _____
Date: _____

Based on applicable laws, benefits may vary by doctor location.

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Classification: Confidential

Rev. 08/2022

Attachment: Town of Amherst VSP renewal letter 2023 - 2 (RES-2023-825 : Eastern Vision Service Plan IPA, Inc. Dba - VSP Vision Care - CRS

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Information Technology
Initiated by: **David J. Willer**
Co-Sponsored by: **Councilmember Shawn Lavin**

DOC ID: 28043 **RESOLUTION 2023-826** **ADOPTED**

Authorize Extension to Sourcewell Contract #081419-CDW - CRS #4314

WHEREAS, the Information Technology Department currently has a piggyback contract in place with CDW-Government under Sourcewell Contract Award #081419-CDW (original CRS/CMS #1832/2077), which expires on October 30, 2023; and

WHEREAS, this agreement has been extended by Sourcewell through October 30, 2024;

NOW, THEREFORE, BE IT RESOLVED, the Information Technology Department is requesting Town Board approval for a one-year extension of Sourcewell Contract Award #081419-CDW through October 30, 2024;

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with CDW-Government.

10/2/2023
Consent

FINANCIAL IMPACT:

Town Wide - Various - Amount TBD

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

TOWN OF AMHERST
Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

COUNCILMEMBERS
Jacqualine Berger
Deborah Bruch Bucki, RN, PhD
Shawn Lavin
Michael Szukala

EXTENSION AGREEMENT

Let this document stand as an Agreement between CDW Government, LLC (CDW-G) and the Town of Amherst permitting the Town to extend the Sourcewell Contract award #081419-CDW for the period of October 31, 2023 until October 30, 2024. Original CRS ID #1832.

Agreed to and Accepted by:

CDW Government, LLC

By:_____
Signature

ANUP SREEDHARAN
Printed Name

SR. MAR, PROGRAM SALES
Title

Date: 09/24/23

Agreed to and Accepted by:

Town of Amherst

By:_____
Brian J. Kulpa, Supervisor

Date:_____

Attachment: CDW Sourcewell 081419 extension signed (RES-2023-826 : Authorize Extension to Sourcewell Contract #081419-CDW - CRS #4314)

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Information Technology
Initiated by: **David J. Willer**
Co-Sponsored by: **Councilmember Shawn Lavin**

DOC ID: 28048 **RESOLUTION 2023-827** **ADOPTED**

Authorize Extension to Sourcewell Contract #081419-SHI - CRS #4315

WHEREAS, the Information Technology Department currently has a piggyback contract in place with SHI International Corp. under Sourcewell Contract Award #081419-SHI (original CRS/CMS #2787/2745), which expires on October 30, 2023; and

WHEREAS, this agreement has been extended by Sourcewell through October 30, 2024;

NOW, THEREFORE, BE IT RESOLVED, the Information Technology Department is requesting Town Board approval for a one-year extension of Sourcewell Contract Award #081419-SHI through October 30, 2024;

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with SHI International Corp.

10/2/2023
Consent

FINANCIAL IMPACT:

Town Wide - Various - Amount TBD

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

COUNCILMEMBERS
Jacqualine Berger
Deborah Bruch Bucki, RN, PhD
Shawn Lavin
Michael Szukala

EXTENSION AGREEMENT

Let this document stand as an Agreement between SHI International Corp. and the Town of Amherst permitting the Town to extend the Sourcewell Contract award #081419-SHI for the period of October 31, 2023 until October 30, 2024. Original CRS ID #2787.

Agreed to and Accepted by:

SHI International Corp.

By:_____
Signature

_____
Printed Name

_____
Title

Date:_____

Agreed to and Accepted by:

Town of Amherst

By:_____
Brian J. Kulpa, Supervisor

Date:_____

Attachment: extension agreement - SHI - 230915 (RES-2023-827 : Authorize Extension to Sourcewell Contract #081419-SHI - CRS #4315)

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 28013 **RESOLUTION 2023-828** **ADOPTED**

To Authorize the Town Supervisor to Enter into a Contract for Fair Housing Counseling Services with Housing Opportunities Made Equal (HOME) CRS #4311

WHEREAS, as a recipient of Community Development Block Grant and HOME Investment Partnership funds the Town certifies that it will affirmatively further fair housing; and

WHEREAS, the Town has programmed Community Development Block Grant funds for fair housing counseling services; now, therefore be it

RESOLVED, that the Town Board authorizes the Supervisor, subject to the satisfactory completion of the contract routing process, to sign a contract with Housing Opportunities Made Equal for an amount not to exceed $8,000 for services to Town residents during the period April 1, 2023 through March 31, 2024.

10/2/2023
Consent

FINANCIAL IMPACT:

The funds necessary to contract for services with HOME have been budgeted in the FY 2023 (N23-34 4000) CDBG budget. The resolution will, therefore, have no impact on the town's current budget or tax rate.

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

Amherst

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

Brian J. Kulpa, Su or
Daniel C. Howard P
Planning Dire
Daniel J. Ulatowsk CP
Assistant Planning tor

September 21, 2023

Agenda of October 2, 2023

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

Subject: Contract with Housing Opportunities Made Equal (HOME)

Honorable Members:

The 2023 Community Development budget includes an allocation for fair housing counseling services. Advocacy services are provided free of charge to residents who feel they have been the victims of housing discrimination.

A contract is proposed that provides for quarterly payments to HOME for a maximum of $8,000.00 during the contract year with Community Development funds. The agency has performed satisfactorily under past contracts.

Attached for your consideration is a resolution authorizing the Town Supervisor to enter into a contract with HOME for the period April 1, 2023 through March 31, 2024. Adequate funds are available in the CDBG budget to cover the maximum $8,000.00 cost of the proposed contract.

Thank you.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

Attachment: home-09222023085521 (RES-2023-828 : Contract with Housing Opportunities Made Equal (H.O.M.E) CRS #4311)

AGREEMENT

THIS AGREEMENT, entered into this _____day of_____, 2023, between the TOWN OF AMHERST, a municipal corporation of the State of New York, with principal offices located at 5583 Main Street, Williamsville, New York, 14221, (hereinafter referred to as the "Town") and HOUSING OPPORTUNITIES MADE EQUAL, INC., hereinafter referred to as HOME, a private not-for-profit corporation incorporated under the laws of New York State, with its principal office for the transaction of business located at 1542 Main Street, Buffalo, New York 14209, (hereinafter referred to as "HOME").

WITNESSETH

WHEREAS, the Town, as a recipient of federal funding under the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as the "Act"), certifies that it will affirmatively further fair housing; and;

WHEREAS, HOME has provided comprehensive fair housing services in the Buffalo metropolitan area since 1963;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, as follows:

1. (a) "Town" shall mean the Town of Amherst
   (b) "HOME" shall mean the Housing Opportunities Made Equal, Inc.

2. The following exhibits are attached to this Agreement and made a part hereof:
   (a) Exhibit "A" -Scope of Services & Budget

3. HOME, for consideration herein provided, shall perform the services as described in Exhibit "A" attached hereto and made a part hereof.

Attachment: Signed_contract_9.15.23 (RES-2023-828 : Contract with Housing Opportunities Made Equal (H.O.M.E) CRS #4311)

4. HOME shall, prior to execution of this Agreement, provide to the Town, certificates of insurance evidencing compliance with the provisions of the "Addendum to Contract" attached hereto and incorporated herein. HOME agrees to defend, indemnify and hold-harmless the Town from and against all claims, liability and damages resulting from or arising out of performance by HOME of the terms and conditions of this Agreement.

5. The Town agrees to pay HOME not more than eight thousand dollars ($8,000.00) during the one-year period from April 1, 2023 through March 31, 2024 for the services it provides to Town residents.

6. HOME shall submit to the Town quarterly payment vouchers and report forms, as described in Exhibit A. Said forms will be in a format acceptable to the Town with the first two requests for payment for the period covering April 1, 2023 through December 31, 2023 to be submitted no later than January 10, 2024 to be consistent with the Town's fiscal year. Upon review and approval of the aforementioned vouchers and report forms by the Town, the Town shall process and subsequently issue funds totaling the approved amount. The sum of all vouchers submitted to the Town by HOME shall not exceed $8,000.00.

7. HOME agrees that it shall keep and maintain separate books of accounts and records concerning all costs incurred in the performance of this Agreement, and that it shall have available for audit and inspection by the Town or by authorized representatives of the federal government, all HOME facilities, books and other financial and statistical data as they relate to this Agreement. The Town and HOME agree to comply with the regulations, policies, and guidelines and requirements of the federal Office of Management and Budget, as they relate to the application, acceptance and use of federal funds for this federally assisted program.

8. HOME agrees to comply with the general compliance requirements of 24 CFR Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except

Attachment: Signed_contract_9.15.23 (RES-2023-828 : Contract with Housing Opportunities Made Equal (H.O.M.E) CRS #4311)

for responsibilities that fall under 24 CFR Part 570.604 and 24 CFR Part 52. The terms and conditions of this Agreement are to be carried out in a manner consistent with all other federal, state and local laws.

9. This Agreement shall be valid only to the extent of federal funds made available to the Town for the 2018 Community Development program year under Title I of the Housing and Community Development Act of 1974, as amended. Any and all payments due under this agreement shall be contingent upon the receipt by the Town of funds from the United States Department of Housing and Urban Development in the amount stipulated in the 2023 Annual Action Plan as approved by the Amherst Town Board on February 13, 2023.

10. This Agreement or any right, title or interest herein shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous written consent of the Town.

11. This Agreement shall be considered in effect from April 1, 2023 through March 31, 2024. The Town may agree to extend this Agreement for an additional twelve-month period.

12. HOME shall be fully accountable for its performance under this contract and agrees for itself and its officers to answer under oath all questions relevant to the performance thereof and to any transaction and act of omission in connection therewith if called before any judicial, county, state or federal agency empowered to investigate the Agreement or its performance.

13. Consistent with HOME's status as an independent contractor, the Town shall not be responsible for workers compensation benefits, social security coverage or unemployment insurance benefits with respect to HOME or its employees.

14. **Termination**

(1) The Town reserves the right to terminate this Agreement at its pleasure at any time prior to completion of the Program by giving two (2) weeks written notice of termination to HOME either personally or by certified mail. The Town further reserves the right to terminate this Agreement for cause in the event that HOME shall

Attachment: Signed_contract_9.15.23 (RES-2023-828 : Contract with Housing Opportunities Made Equal (H.O.M.E) CRS #4311)

be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit of creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(2) HOME reserves the right to terminate this Agreement at its pleasure at any time prior to completion of this Agreement by giving two (2) weeks written notice of termination to the Town, either personally or by certified mail. HOME further reserves the right to terminate this Agreement for cause in the event that the Town shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit or creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(3) The fee to be paid to HOME upon such termination shall be based upon the value of the services performed by HOME up to the effective date of termination.

15. Changes in the Project Description and Cost specified in Exhibit "A" may be requested by HOME in writing, addressed to the Town's Planning Director for subsequent action.

16. HOME agrees to comply with all applicable federal requirements and standards as pertains to audits of sub recipients of federal funds under the federal Community Development Block Grant Program.

17. **Nondiscrimination.**

HOME shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 974), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act (39 U.S.C. Chapter 42) and all regulations promulgated with respect thereto including the regulations under 24 CFR Part 1. No person in the United States shall on the ground of race, age, color, creed, religion, national origin, sex, disability, or because he or she is a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be

Attachment: Signed_contract_9.15.23 (RES-2023-828 : Contract with Housing Opportunities Made Equal (H.O.M.E) CRS #4311)

subjected to discrimination under any program, activity, or service provided pursuant to this Agreement.

18. **Equal Employment Opportunity.**

In carrying out this Agreement, HOME shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or because he or she is a disabled veteran or veteran of the Vietnam era. HOME shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, disability or because he or she is a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. HOME shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provision of this nondiscrimination clause. HOME shall state that all qualified applicants will receive consideration for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. HOME shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability or because he or she is a disabled veteran or veteran of the Vietnam era. HOME shall incorporate the foregoing requirements of this paragraph in all of its contracts for work under this Agreement, except contracts for construction work or modification thereof, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for work under this Agreement.

19. **"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.**

(a) The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 75. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts

Attachment: Signed_contract_9.15.23 (RES-2023-828 : Contract with Housing Opportunities Made Equal (H.O.M.E) CRS #4311)

for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) Compliance with the provisions of section 3, the regulations set forth in 24 CDR Part 75, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

20. **Obligations of Grantee with Respect to Certain Third Party Relationships.**

HOME shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of this Agreement. HOME shall, by contractual requirement, covenant, or other binding commitment assure the compliance on the part of any contractor, subcontract, transferee, successor in interest or other participant in the activities pursuant to this Agreement, with the lawful requirements of the Town of Amherst necessary to insure that activities pursuant to this Agreement are carried out in accordance with the Town of Amherst's assurances and certifications pursuant to the Community Development Block Grant Program, including those with respect to the assumption of environmental responsibilities of the Town of Amherst under section 104(h) of the Housing and Community Development Act of 1974.

21. **Interest of Certain Federal Officials.**

No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

22. **Interest of Members, Officers, or Employees of Grantee, Members of Local Governing Body, or Other Public Officials.**

No member, officer, or employee of HOME or its designees or agents, no member of the governing body of the Town of Amherst and no other public official of the Town of

Attachment: Signed_contract_9.15.23 (RES-2023-828 : Contract with Housing Opportunities Made Equal (H.O.M.E) CRS #4311)

Amherst who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. HOME shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

23. **Prohibition Against Payments of Bonus or Commission.**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining H.U.D. approval of the application for such assistance, or H.U.D. approval of applications for additional assistance, or any other approval or concurrence of H.U.D. required under this Agreement, Title I of the Housing and Community Development Act of 1974, as amended, or H.U.D. regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

24. **Nondiscrimination in Housing.**

HOME shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and the H.U.D. regulations with respect thereto, and Executive Order 11063. Title VIII prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing of housing, block busting, and discriminatory advertising and makes it unlawful to deny any person access to, or membership and participation in, any multiple-listing service or real estate brokers' organization for discriminatory purposes.

25. **Hatch Act**

HOME agrees that no funds provided, nor personnel employed under this Agreement, shall in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

26. **Conflict of Interest**

HOME agrees to abide by the provisions of 24 CFR Part 84.42 and Part 570.611 in regards to conflicts of interest in conducting activities related to this Agreement.

Attachment: Signed_contract_9.15.23 (RES-2023-828 : Contract with Housing Opportunities Made Equal (H.O.M.E) CRS #4311)

27. **Funding Source Recognition**

HOME shall insure recognition of the role of the Community Development Block Grant funding source in providing services through this agreement. All activities, publications and items created pursuant to this Agreement shall be labeled as to funding source.

28. **Lobbying & Religious Activities**

By signing this Agreement, HOME certifies that no federal funds have been paid or will be paid, by or on behalf of it, to any person for lobbying activities including influencing or attempting to influence an officer or employee of any state, local or federal agency or elected office. In addition, HOME agrees that funds provided under this agreement will not be utilized for inherently religious activities prohibited by 24 CFR Part 570.200(j), such as worship, religious instruction or proselytization.

29. **Compliance**

The obligation of HOME to comply with the provisions of paragraph 17 through paragraph 28 of this Agreement shall inure to the benefits of the United States, H.U.D. and the Town of Amherst, any of which shall be entitled to invoke any remedies available by law to redress any breach thereof or to complete compliance therewith by HOME.

HOME shall, by contractual requirement, covenant, or other binding commitment assure the compliance with the above provision of the provisions of paragraph 17 through paragraph 28 of this Agreement on the part of any contractor, subcontractor, transferee, successor in interest or other participant in any activities pursuant to this Agreement.

Attachment: Signed_contract_9.15.23 (RES-2023-828 : Contract with Housing Opportunities Made Equal (H.O.M.E) CRS #4311)

HOUSING OPPORTUNITIES MADE EQUAL, INC. 2023 CONTRACT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers all as of the date and year first above written.

HOUSING OPPORTUNITIES MADE EQUAL

By: DeAnna Eason
DeAnna Eason, Executive Director

DeAnna Eason, Executive Director
Printed name & title

9/7/2023
Date

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Brian J. Kulpa, Supervisor
Printed name & title

_____
Date

HOUSING OPPORTUNITIES MADE EQUAL ACKNOWLEDGEMENT

S TATE OF NEW YORK)
COUNTY OF ERIE) ss.

On the 7th day of September, in the year Two Thousand Twenty-Three, before me, the undersigned, personally appeared DeAnna Eason, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

CIERRA G. FIELDS
Notary Public, State of New York
Registration #01FI6340865
Qualified In Erie County
Commission Expires April 25, 2024

Cierra G. Fields
Notary Public

MUNICIPAL CORPORATION ACKNOWLEDGEMENT

S TATE OF NEW YORK)
COUNTY OF ERIE) ss.

On the _____ day of _____, in the year Two Thousand Twenty-Three, before me, the undersigned, personally appeared Brian J. Kulpa, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

Attachment: Signed_contract_9.15.23 (RES-2023-828 : Contract with Housing Opportunities Made Equal (H.O.M.E) CRS #4311)

EXHIBIT "A"

SCOPE OF SERVICES
4/1/2023-3/31/2024

(1) Provide comprehensive services for victims of housing discrimination within the Town of Amherst as well as for residents who may encounter discrimination while seeking housing elsewhere. Those services will include: recording and investigation of reported incidents of discrimination; paralegal counseling for victims; client advocacy to conciliate validated complaints; preparation of case for legal action; emotional support and referrals to resource agencies and possible housing listings for those at-risk of becoming homeless.

(2) Provide paralegal counseling for landlords and tenants to facilitate resolution of landlord-tenant disputes; thereby minimizing the potential to become homeless

(3) Provide information on fair housing law for landlords, tenants, home seekers (including those at-risk) and real estate agents.

(4) Provide residents with housing and human service information and referral.

(5) Accept client referrals from the Town, and keep the officials apprised of the status of cases referred.

(6) Provide copies of two fair housing brochures (targeted to potential bias victims and to landlords respectively) for distribution at public buildings within the Town.

(7) Provide copies of a quarterly newsletter dealing with developments in fair housing for Town officials.

(8) Upon request, provide technical assistance of limited scope to the Town on matters related to fair housing.

(9) Conduct one presentation on fair housing within the Town.

(10) Provide quarterly statistical reports and invoices on services provided to the Planning Department; and a fair housing database documenting the frequency, basis and location of reported incidents of discrimination.

Attachment: Signed_contract_9.15.23 (RES-2023-828 : Contract with Housing Opportunities Made Equal (H.O.M.E) CRS #4311)

EXHIBIT "A" CONTINUED

HOME PROJECT BUDGET

Item	*Requested*	*In-Kind*	*Total*
Salaries Executive Director: 1 hpw Development Officer: 1 hpw Office Administrator: 2 hpw Director of Operations: 1 hpw Fair Housing Specialist: 3 hpw in-kind Education Specialist: 2 hpw in-kind	$6,500.00	$6,000.00	$12,500.00
Employee Benefits	$580.00	$560.00	$1,140
OTPS -	$920.00	$400.00	$1,320.00
	$8,000.00	$7,436.00	$14,960.00

Attachment: Signed_contract_9.15.23 (RES-2023-828 : Contract with Housing Opportunities Made Equal (H.O.M.E) CRS #4311)

Consultant Minor Exposure Addendum to Contract

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Consultants or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: Signed_contract_9.15.23 (RES-2023-828 : Contract with Housing Opportunities Made Equal (H.O.M.E) CRS #4311)

5. Any accident shall be reported to the Office of the Town Attorney as so on as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Consultant, in accordance with its status as an independent Consultant, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations 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

Attachment: Signed_contract_9.15.23 (RES-2023-828 : Contract with Housing Opportunities Made Equal (H.O.M.E) CRS #4311)

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:

Housing Opportunities Made Equal (H.O.M.E.)
Print Name of Company

By: DeAnna Eason
DeAnna Eason, Executive Director

Printed Name: Deanna Eason

Date: 9/7/2023

Agreed to and Accepted by:

Town of Amherst
Printed Name of Municipality

By: _____
Brian J. Kulpa, Supervisor

Printed Name: Brian J. Kulpa

Date: _____

Attachment: Signed_contract_9.15.23 (RES-2023-828 : Contract with Housing Opportunities Made Equal (H.O.M.E) CRS #4311)

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: Housing Opportunities Made Equal, Inc.

Signature: MDeAnna Eason

Print Name: M. DeAnna Eason

Title: Executive Director

Date: 9/7/2023

Sworn To Before Me This

7th Day of September 2023

Cierra G Fields

Notary Public

CIERRA G. FIELDS
Notary Public, State of New York
Registration #01FI6340865
Qualified In Erie County
Commission Expires April 25, 2024

Revised 4.2017

Attachment: Signed_contract_9.15.23 (RES-2023-828 : Contract with Housing Opportunities Made Equal (H.O.M.E) CRS #4311)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/06/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Wolf Agency Inc
5820 Big Tree Rd
Orchard Park NY 14127

CONTACT NAME: Jeff Leyonmark
PHONE (A/C, No, Ext): (716) 662-6166 **FAX (A/C, No):** (716) 662-1880
E-MAIL ADDRESS: awerner@wolfagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Housing Opportunities Made Equal, Inc
1542 Main St
Buffalo NY 14209

COVERAGES **CERTIFICATE NUMBER:** CL2212604585 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		01SBAAM0658	12/01/2022	12/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			01SBAAM0658	12/01/2022	12/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 2,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			01SBAAM0658	12/01/2022	12/01/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
	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)

When required by written contract/agreement, the following forms/endorsements apply:

SS0008 4/05 General Liability Blanket Additional Insured on a Primary Non-Contributory basis with Waiver of Subrogation

CERTIFICATE HOLDER
Town of Amherst Planning Dept
5583 Main St
Williamsville NY 14221

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

AUTHORIZED REPRESENTATIVE

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Attachment: Signed_contract_9.15.23 (RES-2023-828 : Contract with Housing Opportunities Made Equal (H.O.M.E) CRS #4311)

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)
HOUSING OPPORTUNITES MADE EQUAL INC
1542 MAIN ST
BUFFALO, NY 14209-1500

1b. Business Telephone Number of Insured
(716) 854-1400

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

1c. Federal Employer Identification Number of Insured or Social Security Number
166061434

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE, NY, NY 14221

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

3b. Policy Number of Entity Listed in Box "1a"
DBL 2928 34 - 0

3c. Policy effective period
07/01/2023 to 07/01/2024

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 9/8/2023 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 ag 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 754410

Attachment: Signed_contract_9.15.23 (RES-2023-828 : Contract with Housing Opportunities Made Equal (H.O.M.E) CRS #4311)

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^ ^ ^ ^ ^ ^ 166061434
HOUSING OPPORTUNITIES MADE
EQUAL INC TA HOME
1542 MAIN ST
BUFFALO NY 14209

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
HOUSING OPPORTUNITIES MADE EQUAL INC TA HOME 1542 MAIN ST BUFFALO NY 14209	TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
B2175 005-4	684832	01/01/2023 TO 01/01/2024	1/10/2023

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2175 005-4, 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 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 FUNI

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 598350722

U-26.3

Attachment: Signed_contract_9.15.23 (RES-2023-828 : Contract with Housing Opportunities Made Equal (H.O.M.E) CRS #4311)

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 28014 **RESOLUTION 2023-829** **ADOPTED**

To Authorize the Supervisor to Execute an Agreement for the Provision of Weatherization Services CRS #4312

WHEREAS, the Town, as a recipient of Community Development Block Grant (CDBG) funds agrees to affirmatively promote affordable housing, and

WHEREAS, the Town has budgeted FY 2023 CDBG funds for the provision of weatherization services, and

WHEREAS, Supportive Services Corporation is the sole recipient of weatherization funds from U.S. Department of Energy for use in Erie County outside the City of Buffalo, and

WHEREAS, the Planning Department recommends that the Town renew its contract with Supportive Services Corporation based on that agency's excellent provision of services, and

WHEREAS, Supportive Services Corporation has submitted a satisfactory project budget and scope of services which provides for a maximum fee of $10,000.00, now therefore be it

RESOLVED, that the Town Board authorizes the Supervisor, subject to the completion of the routine contract routing process, to execute an agreement with Supportive Services Corporation for the provision of weatherization services for the period April 1, 2023 through March 31, 2024.

10/2/2023
Consent

FINANCIAL IMPACT:

The funds necessary to contract for services with Supportive Services have been budgeted in the FY 2023 (N23-29 4000) CDBG budget. The resolution will, therefore, have no impact on the town's current budget or tax rate.

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

Amherst

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

Brian J. Kulpa, St sor
Daniel C. Howard P
Planning Direc
Daniel J. Ulatowsk CP
Assistant Planning tor

September 21, 2023

Agenda of October 2, 2023

Honorable Town Board
Town of Amherst
5583 Main Street
Williamsville, New York 14221

Subject: Contract with Supportive Services Corporation for weatherization services

Honorable Board Members:

Supportive Services Corporation is the primary provider of weatherization services in Erie County outside the City of Buffalo. They provide insulation, weather stripping, energy efficient appliances and improving energy efficiency in households. These services are provided free of charge to eligible Amherst residents.

The proposed contract provides for payments to Supportive Services Corporation for a maximum of $10,000.00 utilizing 2023 Community Development funds.

Attached for your consideration is a resolution authorizing the Town Supervisor to enter into a new contract with Supportive Services Corporation for the provision of weatherization services for the period April 1, 2023 through March 31, 2024.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

X:\Community Development\New Structure\CONTRACTS and SUBRECIPIENTS\Supportive Services\FY2023\SuppServ_TBletter_10.2.23.docx

Attachment: signed-letter (RES-2023-829 : Contract with Supportive Services Corporation CRS #4312)

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2023 between the TOWN OF AMHERST, a municipal corporation of the State of New York, with principal offices located at 5583 Main Street, Williamsville, New York 14221 (herein after referred to as the "Town"), and SUPPORTIVE SERVICES CORPORATION, a not-for-profit corporation organized under the laws of the State of New York, with principal offices located at 245 Elmwood Avenue, Buffalo, New York, 14222, (hereinafter referred to as "Supportive Services").

WITNESSETH:

WHEREAS, the Town has received federal funding under the Housing and Community Development Act of 1974, as amended and one the purposes of said Act is to expand and improve the quality and quantity of community services, principally for persons of low and moderate income, which are essential for sound community development and for the development of viable urban communities; and

WHEREAS, Supportive Services has been awarded a grant by the New York State Department of State, for the operation of an energy conservation program to weatherize homes of eligible residents found to be energy deficient; and consistent with the purposes of the Housing and Community Development Act of 1974 as amended; and

WHEREAS, Supportive Services Corporation has successfully provided a program of comprehensive weatherization services for Erie County residents.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, as follows:

1. (a) "Town" shall mean the Town of Amherst.
   (b) "Supportive Services" shall mean the Supportive Services Corporation.

2. The following exhibits are attached to this Agreement and made a part hereof:
   (a) Exhibit "A" -- Scope of Services and Reporting Requirements.
   (b) Exhibit "B" -- 2023 Income Guidelines and Stats Chart.

3. Supportive Services, for consideration herein provided, shall perform the services as described in Exhibit "A attached hereto and made a part hereof.

Attachment: supp-09152023105556 (RES-2023-829 : Contract with Supportive Services Corporation CRS #4312)

4. Supportive Services shall prior to execution of this Agreement provide to the Town certificates of insurance evidencing compliance with the provisions of the Addendum to Contract attached hereto and incorporated herein. Supportive Services agrees to defend, indemnify and hold-harmless the Town from and against all claims, liability and damages resulting from or arising out of performance by Supportive Services of the terms and conditions of this Agreement.

5. The Town agrees to pay Supportive Services not more than ten thousand dollars **($10,000.00)** during the one-year period from April 1, 2023 through March 31, 2024 for the services it provides to Town residents.

6. Supportive Services shall submit to the Town quarterly payment vouchers and report forms, as described in Exhibit A. Said forms will be in a format acceptable to the Town with the first two requests for payment for the period covering April 1, 2023 through December 31, 2023 to be submitted no later than January 10, 2024 to be consistent with the Town's fiscal year. Upon review and approval of the aforementioned vouchers and report forms by the Town, the Town shall process and subsequently issue funds totaling the approved amount. The sum of all vouchers submitted to the Town by Supportive Services shall not exceed $10,000.00.

7. Supportive Services agrees that it shall keep and maintain separate books of account and records concerning all costs incurred in the performance of this Agreement, and that it shall have available for the federal government all Supportive Services facilities, books and other financial and statistical data as they relate to the application, acceptance, and use of federal funds for this federally assisted program. The Town and Supportive Services agree to comply with the regulations, policies, guidelines and requirements of Office of Management and Budget Circulars A-102, and A-133 as they relate to the application, acceptance and use of federal funds for this federally assisted program.

8. Supportive Services agrees to comply with the general compliance requirements of 24 CFR Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except for responsibilities that fall under 24 CFR Part 570.604 and 24 CFR Part 52. The terms and conditions of this Agreement are to be carried out in a manner consistent with all other federal, state and local laws.

Attachment: supp-09152023105556 (RES-2023-829 : Contract with Supportive Services Corporation CRS #4312)

9. This Agreement shall be valid only to the extent of the funds made available to the Town pursuan to its program year application under Title I of the Housing Community Development Act of 1974 as Amended, for the purposes of the terms of this Agreement. Any and all payments due under thi agreement shall be contingent upon the receipt by the Town of funds from the United State Department of Housing and Urban Development in the amount stipulated in the 2023 Annua Action Plan as approved by the Amherst Town Board on February 13, 2023.

10. This Agreement or any right, title or interest herein shall not be assigned, transferred, conveyed sublet or otherwise disposed of without the previous written consent of the Town.

11. This Agreement shall be in effect from April 1, 2023 through March 31, 2024. The Town may agree to extend this Agreement for an additional twelve-month period.

12. Supportive Services shall be fully accountable for its performance under this contract and agree for itself and its officers to answer under oath all questions relevant to the performance thereof and to any transaction and act of omission in connection therewith if called before any judicial, county state or federal agency empowered to investigate the Agreement or its performance.

13. Consistent with Supportive Services status as an independent contractor, the Town shall not be responsible for workers compensation benefits, social security coverage or unemployment insurance benefits with respect to Supportive Services or its employees.

14. **Termination**

(1) The Town reserves the right to terminate this Agreement at its pleasure at any time prior to completion of the Program by giving two (2) weeks written notice of termination to Belmont either personally or by certified mail. The Town further reserves the right to terminate this Agreement for cause in the event that Supportive Services shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit of creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(2) Supportive Services reserves the right to terminate this Agreement at its pleasure at any time prior to completion of this Agreement by giving two (2) weeks written notice of termination to the Town, either personally or by certified mail. Supportive Services further reserves the right to

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terminate this Agreement for cause in the event that the Town shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit or creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(3) The fee to be paid to Supportive Services upon such termination shall be based upon the value of the services performed by Supportive Services up to the effective date of termination.

15. Changes in the Project Description and Cost specified in Exhibit "A" may be requested by Supportive Services in writing, addressed to the Town's Planning Director for subsequent action.

16. Supportive Services agrees to comply with all applicable federal requirements and standards as pertains to audits of sub recipients of federal funds under the federal Community Development Block Grant Program.

17. **Nondiscrimination**

Supportive Services shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and 109 of Title I of the Housing and Community Development Act as amended of 1974, Section 505 of the Rehabilitation Act of 1973 (29 U.S.C. Section 974), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act (39 U.S.C. Chapter 42) and all regulations promulgated with respect thereto including the regulations under 24 CFR Part 1. No person in the United States shall on the ground of race, age, color, creed, religion, national origin, sex, disability, or because he or she is a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, activity, or service provided pursuant to this Agreement.

18. **Equal Employment Opportunity**

In carrying out this Agreement, Supportive Services shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or because he or she is a disabled veteran or veteran of the Vietnam era. Supportive Services shall

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take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin disability or because he or she is a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Supportive Services shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provision of this nondiscrimination clause Supportive Services shall state that all qualified applicants will receive consideration for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. Supportive Services shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability or because he or she is a disabled veteran or veteran of the Vietnam era. Supportive Services shall incorporate the foregoing requirements of this paragraph in all of its contracts for work under this Agreement, except contracts for construction work or modification thereof, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for work under this Agreement.

19. **"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.**

(a) The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 75. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) Compliance with the provisions of section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued there under prior to the execution of the

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contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

20. **Obligations of Grantee with Respect to Certain Third Party Relationships.**

Supportive Services shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of this Agreement. Supportive Services shall, by contractual requirement, covenant, or other binding commitment assure the compliance on the part of any contractor, subcontract, transferee successor in interest or other participant in the activities pursuant to this Agreement, with the lawful requirements of the Town of Amherst necessary to insure that activities pursuant to this Agreement are carried out in accordance with the Town of Amherst's assurances and certifications pursuant to the Community Development Block Grant Program, including those with respect to the assumption of environmental responsibilities of the Town of Amherst under section 104(h) of the Housing and Community Development Act of 1974.

21. **Interest of Certain Federal Officials.**

No member of or delegate to the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

22. **Interest of Members, Officers, or Employees of Grantee, Members of Local Governing Body or Other Public Officials.**

No member, officer, or employee of Supportive Services or its designees or agents, no member of the governing body of the Town of Amherst and no other public official of the Town of Amherst who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. Supportive Services shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

Attachment: supp-09152023105556 (RES-2023-829 : Contract with Supportive Services Corporation CRS #4312)

23. **Prohibition Against Payments of Bonus or Commission.**

The assistance provided under this Agreement shall not be used in the payment of any bonus o commission for the purpose of obtaining H.U.D. approval of the application for such assistance or H.U.D. approval of applications for additional assistance, or any other approval or concurrenc of H.U.D. required under this Agreement, Title I of the Housing and Community Developmen Act of 1974, as amended, or H.U.D. regulations with respect thereto; provided, however, tha reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

24. **Nondiscrimination in Housing.**

Supportive Services shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and the H.U.D. regulations with respect thereto, and Executive Order 11063. Title VIII prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing of housing, block busting, and discriminatory advertising and makes it unlawful to deny any person access to, or membership and participation in, any multiple-listing service or real estate brokers' organization for discriminatory purposes.

25. **Hatch Act**

Supportive Services agrees that no funds provided, nor personnel employed under this Agreement shall in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

26. **Conflict of Interest**

Supportive Services agrees to abide by the provisions of 24 CFR Part 84.42 and Part 570.611 in regards to conflicts of interest in conducting activities related to this Agreement.

27. **Funding Source Recognition**

Supportive Services shall insure recognition of the role of the Community Development Block Grant funding source in providing services through this agreement. All activities, publications and items created pursuant to this Agreement shall be labeled as to funding source.

Attachment: supp-09152023105556 (RES-2023-829 : Contract with Supportive Services Corporation CRS #4312)

28. **Lobbying & Religious Activities**

By signing this Agreement, Supportive Services certifies that no federal funds have been paid o will be paid, by or on behalf of it, to any person for lobbying activities including influencing o attempting to influence an officer or employee of any state, local or federal agency or elected office In addition, Supportive Services agrees that funds provided under this agreement will not be utilizec for inherently religious activities prohibited by 24 CFR Part 570.200(j), such as worship, religiou instruction or proselytization.

29. **Compliance**

The obligation of Supportive Services to comply with the provisions of paragraph 17 through 2 of this Agreement shall inure to the benefits of the United States, H.U.D. and the Town of Amherst any of which shall be entitled to invoke any remedies available by law to redress any breach thereo or to complete compliance therewith by Supportive Services.

Supportive Services shall, by contractual requirement, covenant, or other binding commitmen assure the compliance with the above provision of the provisions of paragraph 17 through 28 o this Agreement on the part of any contractor, subcontractor, transferee, successor in interest o other participant in any activities pursuant to this Agreement.

Attachment: supp-09152023105556 (RES-2023-829 : Contract with Supportive Services Corporation CRS #4312)

SUPPORTIVE SERVICES, INC. 2023 CONTRACT

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

SUPPORTIVE SERVICES CORPORATION

By: _____
Louis Petrucci, Executive Director

PRIVATE CORPORATION ACKNOWLEDGMENT

STATE OF NEW YORK)
TOWN OF AMHERST) ss:
COUNTY OF ERIE)

On the 6th day of Sept 2023 in the year Two Thousand Twenty-Three, before me, the undersigned personally appeared Louis Petrucci personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC ANITA J. WOLNIEWICZ
Notary Public, State of New York
Qualified in Erie County
My Commission Expires: 8/28/27

Reg # 01W04777018

MUNICIPAL CORPORATION ACKNOWLEDGMENT

STATE OF NEW YORK)
TOWN OF AMHERST) ss:
COUNTY OF ERIE)

On the_____day of_____, in the year Two Thousand Twenty-Three, before me, the undersigned personally appeared Brian J. Kulpa, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) 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

Attachment: supp-09152023105556 (RES-2023-829 : Contract with Supportive Services Corporation CRS #4312)

EXHIBIT "A"

SCOPE OF SERVICES AND REPORTING REQUIREMENTS

1. Project Description

The goals of Supportive Services Corporation's Energy Conservation Program are:

a) To analyze the energy efficiency of low-income and elderly households in Erie County.

b) To determine the most efficient energy saving improvements for these households on their energy audit results.

c) To install home energy conservation materials in low-income family and elderly households in Erie County.

2. Activities to be performed (Administrative cost per unit serviced)

a) Targeted Investment Protocol System (TIPS) Audit

The TIPS Audit is a method by which energy conservation funds are directed to techniques which provide the greatest savings to investment ratio.

b) Home Weatherization

Home weatherization activities will include such things as caulking and weather stripping of doors and windows, insulating houses, and installation of storm windows.

3. Units of Activity

Progress in meeting the goals of this project will be measured as follows:

a) Number of home energy audits conducted
b) Number of job write-ups completed
c) Number of recipients certified eligible for energy conservation assistance
d) Number of households insulated

4. Staffing

Administrative, fiscal and report duties will be performed by the executive director, the fiscal manager and office manager. A project director with expertise training in construction will be responsible for supervision and managing the entire project.

All home weatherization will be completed by professional insulation subcontractors and/or in-house crews.

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5. Recipient Eligibility

The Program shall be administered in keeping with HUD, State Department of Energy (SDOE) regulations and federal and state laws using the following guidelines:

All project activities shall be limited to households of individuals who are at or below 150% of the poverty level determined in accordance with criteria established by the Director of the Office of Management and Budget and who live in Erie County, outside the city of Buffalo.

Low-Income household will be defined by the following NYS Homes & Community Renewal guidelines:

a)

Number in Household	Income Guidelines
1	$34,224
2	$44,760
3	$55,296
4	$65,820
5	$76,356
6	$86,892

b) Or, a household which contains a member who has received cash assistance payments under Title IV or XVI of the Social Security Act or applicable state or local law during the 12-month period preceding the determination of eligibility for home energy conservation assistance.

6. Record Keeping

All records will be kept as required by New York State and will fully disclose the amount and disposition of funds, the total costs of operating the project and all records necessary for an effective audit and performance evaluation.

Supportive Services administrative and fiscal procedures mandate accurate record keeping of the actual time worked by all employees. Personnel records documenting the qualifications, salaries and work schedules of all project employees will be maintained on file by the Corporation's Personnel Unit.

Fiscal record keeping for the project will be the responsibility of the Corporation's Fiscal Unit, whose staff as the expertise and time to assist in implementing the entry accrual accounting system, which is audited by an independent accounting firm.

BUDGET

Two hundred ($200.00) administrative fee per single family residence in the Town of Amherst and eligible material cost and labor for each single family home.

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EXHIBIT "B"
FY 2023 INCOME GUIDELINES & STATS CHART

Verification of household income must be supplied. To qualify, you must be under 80% of the FY 2023 median income guidelines below:

Annual Household Income – FY 2023
(Effective June 15, 2023)

Household Size	Median Income	80% AMI	50% AMI	30% AMI
1	$ 65,000	**$ 52,000**	$ 32,500	$19,500
2	$ 74,300	**$ 59,400**	$ 37,150	$22,300
3	$ 83,600	**$ 66,850**	$ 41,800	$25,100
4	$ 92,800	**$ 74,250**	$ 46,400	$27,850
5	$100,300	**$ 80,200**	$ 50,150	$30,100
6	$107,700	**$ 86,150**	$ 53,850	$32,350
7	$115,100	**$ 92,100**	$ 57,550	$34,550
8	$122,500	**$ 98,050**	$ 61,250	$36,800

HOUSEHOLD CHARACTERISTICS: Complete one line for each household assisted. One code only in each block.

# MEMBERS ASSISTED IN HOUSEHOLD	% HOUSEHOLD INCOME	RACE OF HEAD OF HOUSEHOLD *	HISPANIC **Y/N**	FEMALE HEAD OF HOUSEHOLD **Y/N**

***Race of Household**
11-Caucasian
12-African American
13-Asian
14-American Indian or Alaskan Native
15-Native Hawaiian or other Pacific Islander
16-American Indian/Alaska Native & White
17-Asian & Caucasian
18-African American & Caucasian
19-American Indian or Alaskan Native & African American
20-Other Multi-Racial

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Consultant Minor Exposure Addendum to Contract

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered nul and void.

2. No rules, requirements or customs of any society or association of professional Consultants or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officers agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life o this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additiona insured on a primary and non-contributory basis.

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Consultant or sub-sub Consultant shal name the Town as an additional insured on a primary and non-contributory basis.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

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6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.

(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.

(c) Affirmative action as required by the Labor Law.

(d) Prevention of dust hazard required by Labor Law Section 222-a.

(e) Preference in employment of persons required by Labor Law Section 222.

(f) Eight-hour workday as required by Labor Law Section 220(2).

(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.

(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Consultant, in accordance with its status as an independent Consultant, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

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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 pursuan to a Resolution adopted by the Town Board of the Town, at a meeting thereof held or _____. Brian J. Kulpa, the Supervisor, whose signature appears hereafter, i duly authorized and empowered to execute this instrument and enter into such an Agreement on behal 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:

Supportive Services Corporation
Print Name of Company

By: _____
Louis Petrucci, Executive Director

Date: 9-6-23

Agreed to and Accepted by:

Town of Amherst
Print Name of Company

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: supp-09152023105556 (RES-2023-829 : Contract with Supportive Services Corporation CRS #4312)

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under th Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities lis of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Thi list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will nc 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 seekin to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certif at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibite entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive informatio that a person is in violation of the above-referenced certification, the Town will offer the person a opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in th investment which is in violation of the Act within 90 days after the determination of such violation, the the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seekin 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 entit that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue responsibility review with respect to any entity that is awarded a Contract/Lease and appears on th prohibited entities list after Contract/Lease award.

Company Name: Supportive Services Corp

Signature: [signature]

Print Name: Louis J. Petrucci

Title: Executive Director

Date: 9-6-23

Sworn To Before Me This

6 Day of Sept, 2023

[signature]
Notary Public

ANITA J. WOLNIEWICZ
Notary Public, State of New York
Qualified in Erie County
My Commission Expires: 2/28/21

Reg# 01W04777048

Revised 4.201.

Attachment: supp-09152023105556 (RES-2023-829 : Contract with Supportive Services Corporation CRS #4312)

Client#: 1697561 SUPPOSER1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/30/2023

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

PRODUCER	CONTACT NAME: Janet Steggles
USI Insurance Services, LLC 726 Exchange St. Ste 618 Buffalo, NY 14210 716 314-2000	PHONE (A/C, No, Ext): 716 314-2035 FAX (A/C, No): E-MAIL ADDRESS: janet.steggles@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B : Technology Insurance Company, Inc.	42376
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Supportive Services Corporation
245 Elmwood Avenue
Buffalo, NY 14222

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	PHPK2572695	06/30/2023	06/30/2024	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 $1,000,000 $20,000 $1,000,000 $3,000,000 $3,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	PHPK2572695	06/30/2023	06/30/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [X] CLAIMS-MADE [ ] DED [X] RETENTION $10000	X		PHUB870932	06/30/2023	06/30/2024	EACH OCCURRENCE AGGREGATE $	$2,000,000 $2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4200164	12/31/2022	12/31/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Blkt Bus Propert			PHPK2572695	06/30/2023	06/30/2024	172,224	

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

RE: Operations usual to the above named insured.
Additional Insured/Waiver of Subrogation coverage shown above and marked with an X apply only when such coverage is required by written contract signed by the insured prior to a loss TO THE EXTENT COVERED BY:

GENERAL LIABILITY:
(See Attached Descriptions)

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221-5488

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: supp-09152023105556 (RES-2023-829 : Contract with Supportive Services Corporation CRS #4312)

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 carrie

1a. Legal Name & Address of Insured (use street address only)
SUPPORTIVE SERVICES CORPORATION
ATTN: WILLIAM SEYLER
245 ELMWOOD AVENUE
BUFFALO, NY 14222

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
716-881-6350

1c. Federal Employer Identification Number of Insured or Social Security Number
161075068

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE, NY 14221-5488

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL525218

3c. Policy effective period
01/01/2023 to 12/31/2023

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

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

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

Date Signed 1/9/2023 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: supp-09152023105556 (RES-2023-829 : Contract with Supportive Services Corporation CRS #4312)

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: supp-09152023105556 (RES-2023-829 : Contract with Supportive Services Corporation CRS #4312)

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (Use street address only) **Supportive Services Corporation** **245 Elmwood Ave** **Buffalo, NY 14222** Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)*	1b. Business Telephone Number of Insured **(716) 881 6350** 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured **16 1075068**
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) **Town of Amherst** **5583 Main St** **Williamsville, NY 14221-5488**	**3a. Name of Insurance Carrier** **Technology Insurance Company Inc** **3b. Policy Number of entity listed in box "1a":** **TWC4200164** **3c. Policy effective period:** **12/31/2022 to 12/31/2023** **3d. The Proprietor, Partners or Executive Officers are: included.**

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for worker compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be liste under **Item 3A** on the INFORMATION PAGE of the workers' compensation insurance policy). The Insuranc Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiun or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from th coverage indicated on this Certificate. (These notices may be sent by regular mail.) ***Otherwise, this Certificate is valid for one yea after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box"3c whichever is earlier.***

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Worker Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New Yor State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier reference above and that the named insured has the coverage as depicted on this form.

Approved by: Michael Bonetto
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 7/12/2023
(Signature) (Date)

Title: Sr. Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: (716)314-2035

Please Note: *Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are* ***NO*** *authorized to issue it.*

C-105.2 (9-07)

www.wcb/state.ny.us

Attachment: supp-09152023105556 (RES-2023-829 : Contract with Supportive Services Corporation CRS #4312)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or i connection with any work involving the employment of employees in a hazardous employment defined by this chapter, an notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proc duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has bee secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state c municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract fc or in connection with any work involving the employment of employees in a hazardous employment defined by this chapte notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unles proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees ha been secured as provided by this chapter.

Attachment: supp-09152023105556 (RES-2023-829 : Contract with Supportive Services Corporation CRS #4312)

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 28015 **RESOLUTION 2023-830** **ADOPTED**

To Authorize the Supervisor to Sign an Agreement with Belmont Housing Resources for WNY, Inc. for Housing Counseling Services CRS #4326

WHEREAS, the Town has budgeted Community Development Block Grant funds for housing counseling services; and

WHEREAS, Belmont Housing Resources for WNY, Inc. has proven to be an excellent provider of comprehensive housing counseling services; including pre-purchase workshops and counseling, post-purchase workshops and counseling, mortgage default counseling, and rental assistance counseling; and

WHEREAS, Community Development staff recommends that the Town contract with Belmont Housing Resources for WNY, Inc. for the provision of said housing counseling services for the period of April 1, 2023 through March 31, 2024; now therefore, be it

RESOLVED, the Town Board of the Town of Amherst authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to enter into a contract with Belmont Housing Resources for WNY, Inc. attached hereto, and for an amount not to exceed $16,500.00 for the period of April 1, 2023 through March 31, 2024.

10/2/2023
Consent

FINANCIAL IMPACT:

The funds necessary to enter into a contract with Belmont Housing Resources for WNY, Inc. have been budgeted in the FY 2023 (N23-35 4000) CDBG budget. The resolution will, therefore, have no impact on the Town's current budget or tax rate.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, 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, AICI
Planning Director
Daniel J. Ulatowski, AIC
Assistant Planning Direct

September 21, 2023

Agenda of October 2, 2023

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

Subject: Contract with Belmont Housing Resources for WNY, Inc. for housing counseling services

Honorable Board Members:

The Town has budgeted FY 2023 Community Development Block Grant (CDBG) funds for housing counseling services, including pre-purchase, mortgage default and renter counseling. These services are especially vital to the Town's first-time homebuyer program. Community Development staff recommends that the Town contract with Belmont Housing Resources (Belmont) for these services for 2023 be approved. Belmont has performed admirably in providing these services to Town residents under the past contracts.

Attached for your consideration is a resolution authorizing the Town Supervisor to enter into a contract with Belmont Housing Resources for the period April 1, 2023 through March 31, 2024. Adequate funds are available in the CDBG budget to cover the maximum $16,500.00 cost of the proposed contract.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

X:\Community Development\New Structure\CONTRACTS and SUBRECIPIENTS\Belmont\FY2023\TB_Letter_10.2.23.docx

Attachment: belmont-092202308538 (RES-2023-830 : Contract with Belmont Housing Resources for WNY, Inc. CRS #4326)

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2023 between the TOWN O AMHERST, a municipal corporation of the State of New York, with principal offices located at 5583 Main Stree Williamsville, New York 14221 (herein after referred to as the "Town"), and BELMONT HOUSIN(RESOURCES FOR WNY, INC. (formerly Belmont Shelter Corp.), a private, not-for-profit corporatio incorporated under the laws of New York State, with its principal office for the transaction of business at 239 Main Street, Buffalo, New York 14214 (hereinafter referred to as Belmont.).

WITNESSETH:

WHEREAS, the Town has received federal funding under the Housing and Community Developmer Act of 1974, as amended and one the purposes of said Act is to expand and improve the quality and quantity c community services, principally for persons of low and moderate income, which are essential for soun community development and for the development of viable urban communities; and

WHEREAS, the provision of comprehensive housing counseling services, especially mortgage defau counseling, pre-purchase counseling, and information to low and moderate income residents of the Town c Amherst would constitute an expansion and improvement of the quantity and quality of community services an technical assistance consistent with the purposes of the Housing and Community Development Act of 1974 a amended; and

WHEREAS, Belmont has successfully provided a program of comprehensive housing counselin services for Erie County residents.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, as follows:

1. (a) "Town" shall mean the Town of Amherst.
   (b) "Belmont" shall mean the Belmont Housing Resources for WNY, Inc.

2. The following exhibits are attached to this Agreement and made a part hereof:
   (a) Exhibit "A" -- Scope of Services and Reporting Requirements.
   (b) Exhibit "B" -- 2023 Income Guidelines and Stats Chart.

3. Belmont, for consideration herein provided, shall perform the services as described in Exhibit "A attached hereto and made a part hereof.

Attachment: belmont cont-0922023130241 (RES-2023-830 : Contract with Belmont Housing Resources for WNY, Inc. CRS #4326)

4. Belmont shall prior to execution of this Agreement provide to the Town certificates of insurance evidencing compliance with the provisions of the Addendum to Contract attached hereto and incorporated herein. Belmont agrees to defend, indemnify and hold-harmless the Town from an against all claims, liability and damages resulting from or arising out of performance by Belmon of the terms and conditions of this Agreement.

5. The Town agrees to pay Belmont not more than sixteen-thousand five hundred dollar **($16,500.00)** during the one-year period from April 1, 2023 through March 31, 2024 for th services it provides to Town residents.

6. Belmont shall submit to the Town quarterly payment vouchers and report forms, as described in Exhibit A. Said forms will be in a format acceptable to the Town with the first two requests for payment for the period covering April 1, 2023 through December 31, 2023 to be submitted no later than January 10, 2024 to be consistent with the Town's fiscal year. Upon review and approval of the aforementioned vouchers and report forms by the Town, the Town shall process and subsequently issue funds totaling the approved amount. The sum of all vouchers submitted to the Town by Belmont shall not exceed $16,500.00.

7. Belmont agrees that it shall keep and maintain separate books of account and records concernin all costs incurred in the performance of this Agreement, and that it shall have available for th federal government all Belmont's facilities, books and other financial and statistical data as the relate to the application, acceptance, and use of federal funds for this federally assisted program The Town and Belmont agree to comply with the regulations, policies, guidelines and requirement of Office of Management and Budget Circulars A-102, and A-133 as they relate to the application acceptance and use of federal funds for this federally assisted program.

8. Belmont agrees to comply with the general compliance requirements of 24 CFR Part 570 (the U.S Housing and Urban Development regulations concerning Community Development Block Grant (CDBG)) including subpart K of these regulations, except for responsibilities that fall under 2 CFR Part 570.604 and 24 CFR Part 52. The terms and conditions of this Agreement are to b carried out in a manner consistent with all other federal, state and local laws.

9. This Agreement shall be valid only to the extent of the funds made available to the Town pursuan to its program year application under Title I of the Housing Community Development Act of 1974 as Amended, for the purposes of the terms of this Agreement. Any and all payments due under thi agreement shall be contingent upon the receipt by the Town of funds from the United State

Attachment: belmont cont-0922023130241 (RES-2023-830 : Contract with Belmont Housing Resources for WNY, Inc. CRS #4326)

Department of Housing and Urban Development in the amount stipulated in the 2023 Annual Action Plan as approved by the Amherst Town Board on February 13, 2023.

10. This Agreement or any right, title or interest herein shall not be assigned, transferred, conveyed sublet or otherwise disposed of without the previous written consent of the Town.

11. This Agreement shall be in effect from April 1, 2023 through March 31, 2024. The Town may agree to extend this Agreement for an additional twelve month period.

12. Belmont shall be fully accountable for its performance under this contract and agrees for itself and its officers to answer under oath all questions relevant to the performance thereof and to any transaction and act of omission in connection therewith if called before any judicial, county, state or federal agency empowered to investigate the Agreement or its performance.

13. Consistent with Belmont's status as an independent contractor, the Town shall not be responsible for workers compensation benefits, social security coverage or unemployment insurance benefits with respect to Belmont or its employees.

14. **Termination**

(1) The Town reserves the right to terminate this Agreement at its pleasure at any time prior to completion of the Program by giving two (2) weeks written notice of termination to Belmont either personally or by certified mail. The Town further reserves the right to terminate this Agreement for cause in the event that Belmont shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit of creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(2) Belmont reserves the right to terminate this Agreement at its pleasure at any time prior to completion of this Agreement by giving two (2) weeks written notice of termination to the Town either personally or by certified mail. Belmont further reserves the right to terminate this Agreement for cause in the event that the Town shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit or creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(3) The fee to be paid to Belmont upon such termination shall be based upon the value of the services performed by Belmont up to the effective date of termination.

Attachment: belmont cont-09222023130241 (RES-2023-830 : Contract with Belmont Housing Resources for WNY, Inc. CRS #4326)

15. Changes in the Project Description and Cost specified in Exhibit "A" may be requested by Belmont in writing, addressed to the Town's Planning Director for subsequent action.

16. Belmont agrees to comply with all applicable federal requirements and standards as pertains to audits of sub recipients of federal funds under the federal Community Development Block Grant Program.

17. **Nondiscrimination**

Belmont shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and 109 o Title I of the Housing and Community Development Act as amended of 1974, Section 505 of th Rehabilitation Act of 1973 (29 U.S.C. Section 974), the Americans with Disabilities Act of 1990 the Age Discrimination Act of 1975, Section 402 of the Vietnam Era Veterans Readjustmen Assistance Act (39 U.S.C. Chapter 42) and all regulations promulgated with respect theret including the regulations under 24 CFR Part 1. No person in the United States shall on the groun of race, age, color, creed, religion, national origin, sex, disability, or because he or she is a disable veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program, activity, or service provided pursuant to thi Agreement.

18. **Equal Employment Opportunity**

In carrying out this Agreement, Belmont shall not discriminate against any employee or applican for employment because of age, race, color, religion, sex, national origin, disability or because h or she is a disabled veteran or veteran of the Vietnam era. Belmont shall take affirmative actio to insure that applicants for employment are employed, and that employees are treated durin employment, without regard to their race, color, religion, sex, national origin, disability or becaus he or she is a disabled veteran or veteran of the Vietnam era. Such action shall include, but not b limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitmen advertising; layoff or termination; rates of pay or other forms of compensation; and selection fo training, including apprenticeship. Belmont shall post in conspicuous places, available t employees and applicants for employment, notices to be provided by the Government setting fort the provision of this nondiscrimination clause. Belmont shall state that all qualified applicants wil receive consideration for employment, notices to be provided by the Government setting forth th provisions of this nondiscrimination clause. Belmont shall state that all qualified applicants wil receive consideration for employment without regard to race, color, religion, sex, national origin age, disability or because he or she is a disabled veteran or veteran of the Vietnam era. Belmon shall incorporate the foregoing requirements of this paragraph in all of its contracts for work under

Attachment: belmont cont-0922023130241 (RES-2023-830 : Contract with Belmont Housing Resources for WNY, Inc. CRS #4326)

this Agreement, except contracts for construction work or modification thereof, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for wor under this Agreement.

19. **"Section 3" Compliance in the Provision of Training, Employment and Busines Opportunities.**

(a) The work to be performed under this contract is on a project assisted under a program providin direct federal financial assistance from the Department of Housing and Urban Development an is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, a amended, and as implemented by the regulations set forth in 24 CFR Part 75. Section 3 require that to the greatest extent feasible opportunities for training and employment be given low income residents of the project area and contracts for work in connection with the project b awarded to business concerns which are located in, or owned in substantial part by persons residin in the area of the project.

(b) Compliance with the provisions of section 3, the regulations set forth in 24 CFR Part 75, an all applicable rules and orders of the Department issued there under prior to the execution of th contract, shall be a condition of the federal financial assistance provided to the project, bindin upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns t those sanctions specified by the grant or loan agreement or contract through which feder assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

20. **Obligations of Grantee with Respect to Certain Third Party Relationships.**

Belmont shall remain fully obligated under the provisions of the Agreement notwithstanding i designation of any third party or parties for the undertaking of all or any part of this Agreemen Belmont shall, by contractual requirement, covenant, or other binding commitment assure th compliance on the part of any contractor, subcontract, transferee, successor in interest or oth participant in the activities pursuant to this Agreement, with the lawful requirements of the Tow of Amherst necessary to insure that activities pursuant to this Agreement are carried out i accordance with the Town of Amherst's assurances and certifications pursuant to the Communit Development Block Grant Program, including those with respect to the assumption environmental responsibilities of the Town of Amherst under section 104(h) of the Housing an Community Development Act of 1974.

21. **Interest of Certain Federal Officials.**

No member of or delegate to the Congress of the United States, and no Resident Commissione shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

Attachment: belmont cont-0922023130241 (RES-2023-830 : Contract with Belmont Housing Resources for WNY, Inc. CRS #4326)

22. **Interest of Members, Officers, or Employees of Grantee, Members of Local Governing Body, or Other Public Officials.**

No member, officer, or employee of Belmont or its designees or agents, no member of tl governing body of the Town of Amherst and no other public official of the Town of Amherst wh exercises any functions or responsibilities with respect to the program during his tenure or for or year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or th proceeds thereof, for work to be performed in connection with the program assisted under th Agreement. Belmont shall incorporate, or cause to be incorporated, in all such contracts c subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

23. **Prohibition Against Payments of Bonus or Commission.**

The assistance provided under this Agreement shall not be used in the payment of any bonus c commission for the purpose of obtaining H.U.D. approval of the application for such assistanc or H.U.D. approval of applications for additional assistance, or any other approval or concurrenc of H.U.D. required under this Agreement, Title I of the Housing and Community Developme Act of 1974, as amended, or H.U.D. regulations with respect thereto; provided, however, tha reasonable fees or bona fide technical, consultant, managerial or other such services, other tha actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

24. **Nondiscrimination in Housing.**

Belmont shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 196 and the H.U.D. regulations with respect thereto, and Executive Order 11063. Title VIII prohibi discrimination in the sale or rental of dwellings (as defined), discrimination in the financing c housing, block busting, and discriminatory advertising and makes it unlawful to deny any perso access to, or membership and participation in, any multiple-listing service or real estate broker organization for discriminatory purposes.

25. **Hatch Act**

Belmont agrees that no funds provided, nor personnel employed under this Agreement, shall in an way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Titl V of the U.S.C.

26. **Conflict of Interest**

Belmont agrees to abide by the provisions of 24 CFR Part 84.42 and Part 570.611 in regards t conflicts of interest in conducting activities related to this Agreement.

27. **Funding Source Recognition**

Belmont shall insure recognition of the role of the Community Development Block Grant fundin source in providing services through this agreement. All activities, publications and items create pursuant to this Agreement shall be labeled as to funding source.

Attachment: belmont cont-0922023130241 (RES-2023-830 : Contract with Belmont Housing Resources for WNY, Inc. CRS #4326)

28. **Lobbying & Religious Activities**

By signing this Agreement, Belmont certifies that no federal funds have been paid or will be paic by or on behalf of it, to any person for lobbying activities including influencing or attempting t influence an officer or employee of any state, local or federal agency or elected office. In additior Belmont agrees that funds provided under this agreement will not be utilized for inherentl religious activities prohibited by 24 CFR Part 570.200(j), such as worship, religious instruction o proselytization.

29. **Compliance**

The obligation of Belmont to comply with the provisions of paragraph 17 through 28 of thi Agreement shall inure to the benefits of the United States, H.U.D. and the Town of Amherst, an of which shall be entitled to invoke any remedies available by law to redress any breach thereof o to complete compliance therewith by Belmont.

Belmont shall, by contractual requirement, covenant, or other binding commitment assure th compliance with the above provision of the provisions of paragraph 17 through 28 of thi Agreement on the part of any contractor, subcontractor, transferee, successor in interest or othe participant in any activities pursuant to this Agreement.

Attachment: belmont cont-0922023130241 (RES-2023-830 : Contract with Belmont Housing Resources for WNY, Inc. CRS #4326)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the da and year first above written.

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

BELMONT HOUSING RESOURCES FOR WNY, INC.

By: Joyelle Tedeschi
Joyelle Tedeschi, VP Housing Programs

PRIVATE CORPORATION ACKNOWLEDGMENT

STATE OF NEW YORK)
TOWN OF AMHERST) ss:
COUNTY OF ERIE)

On the 8th day of September, in the year Two Thousand Twenty-Three, before me, the undersigne personally appeared Joyelle Tedeschi, personally known to me or proved to me on the basis of satisfactory evidence to b the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that she executed the sam in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individu acted, executed the instrument.

Angelica Hernandez
Notary Public
Lic. #: 01HE6285495
Exp. 07/08/2025

Angelica Hernandez
NOTARY PUBLIC

MUNICIPAL CORPORATION ACKNOWLEDGMENT

STATE OF NEW YORK)
TOWN OF AMHERST) ss:
COUNTY OF ERIE)

On the_____day of_____, in the year Two Thousand Twenty-Three, before me, the undersigne personally appeared Brian J. Kulpa, personally known to me or proved to me on the basis of satisfactory evidence to be th individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that he executed the same i his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individu acted, executed the instrument.

_____
NOTARY PUBLIC

Attachment: belmont cont-09222023130241 (RES-2023-830 : Contract with Belmont Housing Resources for WNY, Inc. CRS #4326)

EXHIBIT "A"

SCOPE OF SERVICES AND REPORTING REQUIREMENTS

SCOPE OF SERVICES:

Belmont shall perform the following professional services:

RENTER ASSISTANCE COUNSELING will be provided to low and moderate income residents of the Town t help them find decent affordable housing, to provide assistance in resolving landlord-tenant disputes, to provid information on the rights and responsibilities of tenants and landlords, and to provide, when appropriate, referral to and follow-up contacts with agencies or organizations able to assist in the resolution of client problems.

DELINQUENCY AND DEFAULT COUNSELING will be offered to assist homeowners facing default on home secured loans or mortgages by seeking to develop feasible repayment schedules acceptable to the bank or b developing other alternatives.

PREPURCHASE COUNSELING will be offered, upon referral by HUD, to residents whose FHA mortgag insurance has been rejected. Other referrals will be made by banks and the many social service organization which cooperate with Belmont. A Belmont counselor will advise the client on home ownership responsibilities budgeting of funds and the use of credit, according to the client's needs.

HOUSING REHABILITATION COUNSELING will be available to Town residents upon referral by the Town' Community Development staff. Belmont counselor will do a thorough income analysis, reviewing the client' monthly financial outlays and income in order to determine ability to afford the additional monthly payment of a rehabilitation loan. Belmont will provide Town staff with a copy of its income analysis and assessment of th client's ability to afford an additional monthly payment.

Belmont staff will be available in the Town Hall upon request. Counseling will take place on an individual basi and in the form of workshops requested by the Town. Additional counseling hours may be provided at eithe Town Hall or Harlem Road Community Center or Belmont Housing Resources for WNY, Inc. office or one o the satellite offices Belmont has provided under other counseling contracts. All services will be provided betwee April 1, 2023 and March 31, 2024.

All Individual counseling on any of the topics outlined in this section includes any individual at the Town wh does not attend one of the Town's scheduled Workshops. It is based on an average of 4 hours per client and at a rate of $25.00 for housing counselor's salary/benefits, plus an additional $10.00 for materials (handbooks, etc.)

Attachment: belmont cont-0922023130241 (RES-2023-830 : Contract with Belmont Housing Resources for WNY, Inc. CRS #4326)

EXHIBIT "A" CONTINUED

SCOPE OF SERVICES AND REPORTING REQUIREMENTS

This cost includes:

Staff time of Marketing Manager: developing and distributing marketing material and press releases.
Cost of supplies, workbooks, materials, and copies for the workshop using an average of 15 clients per worksho @ $10.00 per client.

Staff time of counselors: Coordinating guest speakers, developing, gathering, and copying presentation materi and hand-outs, drive time, as well as the presentation hours of the workshop.

Mileage reimbursement to staff.

Advertisements:

If the Town wishes to place ads in the local Amherst Bee or other newspaper for any workshop, the Town wi reimburse Belmont for the cost, which will be included in the quarterly invoice. The cost of advertisement currently in the *Amherst Bee* are as follows:

2 column x 3 inch: $201.90
2 columns x 4 inch: $269.20
2 columns x 6 inch: $403.80

The Town may also require quarterly advertisements be placed which advertise the Town's Housing Counselin Services and referral service. The Town will reimburse Belmont for the cost of the advertisements in the quarterl invoices.

REPORT AND VERIFICATION SYSTEM:

1. Belmont will provide the following information to the Town on a quarterly basis:

   Belmont quarterly statistical report showing levels of counseling assistance provided to Amher residents/potential residents by sex, race, ethnicity, (e.g., Hispanic) and household income % AMI an type of assistance requested, (e.g., mortgage default) for the quarter. Belmont will provide a simple cour for units of renter assistance during the period.

   Belmont will not be required to submit any other information than that described in this Section 1 in orde to verify delivery of the services described above in this Exhibit "A".

2. The Town may designate a Town Monitor to review Belmont's case files of Town residents on an annua basis. The person acting as monitor for the Town shall be associated with the Town's Communit Development Program, namely, one of the following:

   a. Principal Planner
   b. Community Development Specialist

3. The reviews of case files by the Town Monitor will take place at the main office of Belmont, 2393, Mai Street, Buffalo, New York 14214. No case file information or copies of case file information will b removed from that office.

Attachment: belmont cont-0922023130241 (RES-2023-830 : Contract with Belmont Housing Resources for WNY, Inc. CRS #4326)

EXHIBIT "A" CONTINUED
PROGRAM BUDGET

4. The Town Monitor described in Section 2 above shall be responsible for the confidentiality of any client information obtained by review of Belmont's files.

5. The person(s) to whom the Town Monitor reports shall likewise be responsible for the confidentiality of any client information obtained by the Town Monitor's review of the Belmont files.

Housing Counselor: 20 hours/month In Town, Belmont Housing Resources for WNY Office or other determined location

Individual counseling includes but is not limited to pre-purchase, reverse mortgage, predatory lending, foreclosure prevention, rental, post purchase/home maintenance, and financial management including credit, debt and budget counseling.

Estimated people counseled: 68 @ $125.00

Workshops (20): Includes preparation, travel, class time and materials

Group presentations on topics such as:
2 Part or Stand Alone
□ Financial Literacy: (This can be offered as a single class or is considered part 1 of Homebuyer Certificate course)

Budgeting, Debt and Credit, Saving, Banking, Predatory Lending etc.	$400
□ Pre-Purchase; preparing people to buy their first home	$400
(Two-part Series Homebuyer Education Certification Class) Total:	$800

Additional Classes may include but not limited to:

□ Post-Purchase; teaching new homeowners, in particular, how to maintain their home, budget/save for future repairs/improvement, etc.
□ Rental; "Get the Edge – The Renters' Edge"
□ Predatory Lending / Foreclosure Prevention Strategies $400

Outreach and Publicity: not to exceed
Develop and distribute posters, press releases, advertisements, mailings, flyers.

Total **$16,500**

Attachment: belmont cont-0922023130241 (RES-2023-830 : Contract with Belmont Housing Resources for WNY, Inc. CRS #4326)

EXHIBIT "B"
FY 2023 INCOME GUIDELINES & STATS CHART

Verification of household income must be supplied. To qualify, you must be under 80% of the FY 2023 median income guidelines below:

Annual Household Income – FY 2023
(Effective June 15, 2023)

Household Size	Median Income	80% AMI	50% AMI	30% AMI
1	$ 65,000	**$ 52,000**	$ 32,500	$19,500
2	$ 74,300	**$ 59,400**	$ 37,150	$22,300
3	$ 83,600	**$ 66,850**	$ 41,800	$25,100
4	$ 92,800	**$ 74,250**	$ 46,400	$27,850
5	$100,300	**$ 80,200**	$ 50,150	$30,100
6	$107,700	**$ 86,150**	$ 53,850	$32,350
7	$115,100	**$ 92,100**	$ 57,550	$34,550
8	$122,500	**$ 98,050**	$ 61,250	$36,800

HOUSEHOLD CHARACTERISTICS: Complete one line for each household assisted. One code only in each block.

# MEMBERS ASSISTED IN HOUSEHOLD	% HOUSEHOLD INCOME	RACE OF HEAD OF HOUSEHOLD *	HISPANIC **Y/N**	FEMALE HEAD OF HOUSEHOLD **Y/N**

***Race of Household**
11-Caucasian
12-African American
13-Asian
14-American Indian or Alaskan Native
15-Native Hawaiian or other Pacific Islander
16-American Indian/Alaska Native & White
17-Asian & Caucasian
18-African American & Caucasian
19-American Indian or Alaskan Native & African American
20-Other Multi-Racial

Attachment: belmont cont-0922023130241 (RES-2023-830 : Contract with Belmont Housing Resources for WNY, Inc. CRS #4326)

Consultant Minor Exposure Addendum to Contract

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controllin Should any other provision of the Agreement conflict with the clauses in this Addendum then th provisions of this Addendum are to be enforceable and any conflicting provision shall be considered nu and void.

2. No rules, requirements or customs of any society or association of professional Consultants or an similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officer agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards c judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of th Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active c passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant shall not commence work under this Agreement until it has obtained all insuranc specified below, produced satisfactory proof of the same and such insurance has been approved by th Town.

(a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life c this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to b assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insuranc Consultant shall take out and maintain during the life of this Agreement, such general liability an property damage insurance as shall protect it and the Town of Amherst from claims for damage for personal injury, including accidental death, as well as from claims for property damage, whic may arise from operations under this Agreement. The amounts of such insurance shall be as follow in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damag including wrongful death, and $2,000,000.00 aggregate.

(c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to th Town and shall also assure that any policy procured by it shall name the Town as an addition insured on a primary and non-contributory basis.

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurance and shall also assure that any policy procured by any sub-Consultant or sub-sub Consultant sha name the Town as an additional insured on a primary and non-contributory basis.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not lat than twenty-four (24) hours from the time of such accident. A detailed written report must be submitte to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date c such accident.

Attachment: belmont cont-0922023130241 (RES-2023-830 : Contract with Belmont Housing Resources for WNY, Inc. CRS #4326)

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, th Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwis disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute thi 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 b inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is nc inserted through mistake or otherwise, then upon the application of either party this Agreement shall b physically amended forthwith to make such insertion. In particular, the Consultant shall, among othe things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.

(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.

(c) Affirmative action as required by the Labor Law.

(d) Prevention of dust hazard required by Labor Law Section 222-a.

(e) Preference in employment of persons required by Labor Law Section 222.

(f) Eight-hour workday as required by Labor Law Section 220(2).

(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.

(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Consultant, in accordance with its status as an independent Consultant, covenants and agree that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, a officer or employee of the Town by reason hereof, make any claim, demand or application to or for an 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 retiremen membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless i writing and signed by the party waiving said breach. No such waiver shall in any way affect any othe term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any othe 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 Nev York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances fo any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any count other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for an municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances fo New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all lega action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or i the United States District Court for the Western District of New York, Buffalo Division.

Attachment: belmont cont-0922023130241 (RES-2023-830 : Contract with Belmont Housing Resources for WNY, Inc. CRS #4326)

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 pursuar to a Resolution adopted by the Town Board of the Town, at a meeting thereof held o _____. Brian J. Kulpa, the Supervisor, whose signature appear hereafter, is duly authorized and empowered to execute this instrument and enter into such a Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed i triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of th Town Clerk of Town.

Agreed to and Accepted by:	Agreed to and Accepted by:
Belmont Housing Resources for WNY, Inc Print Name of Company	Town of Amherst
By: _____ Signature	By: _____ Brian J. Kulpa, Supervisor
Joyelle Tedeschi, Vice President Housing Programs Printed name	Brian J. Kulpa, Supervisor Printed name
Date: 9/8/2023	Date: _____

Attachment: belmont cont-09222023130241 (RES-2023-830 : Contract with Belmont Housing Resources for WNY, Inc. CRS #4326)

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under th Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities lis of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Th list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will n 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 seekir to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certi at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibite entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive informatic that a person is in violation of the above-referenced certification, the Town will offer the person a opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in th investment which is in violation of the Act within 90 days after the determination of such violation, the the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seekir 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 enti that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue responsibility review with respect to any entity that is awarded a Contract/Lease and appears on th prohibited entities list after Contract/Lease award.

Company Name: Belmont Housing for WNY, Inc.

Signature: Joyelle M Tedeschi

Print Name: Joyelle M Tedeschi

Title: Vice President of Housing Programs

Date: 9/8/2023

Sworn To Before Me This

8 Day of September, 2023

Angelica Hernandez

Notary Public

Angelica Hernandez
Notary Public
Lic. #: 01HE6285495
Exp. 07/08/2025

Revised 4.20..

Attachment: belmont cont-0922023130241 (RES-2023-830 : Contract with Belmont Housing Resources for WNY, Inc. CRS #4326)

BELMHOU-01

13.P.3.b

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. T
CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLI
BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORI
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 endor
If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statemer
this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Sentz Carlson Agency, Inc.
84 Sweeney Street
North Tonawanda, NY 14120

CONTACT NAME:
PHONE (A/C, No, Ext): (716) 695-2400 FAX (A/C, No): (716) 695-39
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NA
INSURER A : Philadelphia Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Belmont Housing Resources for WNY Inc
2393 Main Street
Buffalo, NY 14214

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 PE
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TE
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		PHPK2551868	5/15/2023	5/15/2024	EACH OCCURRENCE	$ 1,0 00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1 00
							MED EXP (Any one person)	$ 00
							PERSONAL & ADV INJURY	$ 1,0 00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,0 00
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,0 00
	OTHER:						**PROF LIABILITY**	$ 2,0 00
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,0 00
	X ANY AUTO			PHPK2551868	5/15/2023	5/15/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB862984	5/15/2023	5/15/2024	EACH OCCURRENCE	$ 5,0 00
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,0 00
	DED X RETENTION $ 10,000							$
	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	$
A	Professional			PHPK2551868	5/15/2023	5/15/2024	Aggregate $2,000,000	1,0 00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Town of Amherst is included as additional insured on a primary and non-contributory basis.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Attachment: belmont cont-0922023130241 (RES-2023-830 : Contract with Belmont Housing Resources for WNY, Inc. CRS #4326)

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NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^ ^ ^ ^ ^ ^ 161080227
SENTZ CARLSON AGENCY INC
C/O NORTHWOODS CORP
8810 MAIN ST
WILLIAMSVILLE NY 14221

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
BELMONT HOUSING RESOURCES FOR WNY INC 2393 MAIN STREET BUFFALO NY 14214	TOWN OF AMHERST 5583 MAIN ST WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
B1315 760-7	950918	03/07/2023 TO 03/07/2024	9/21/2023

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1315 760-7, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, 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 CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUN

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 372541776

U-26.3

Attachment: belmont cont-0922023130241 (RES-2023-830 : Contract with Belmont Housing Resources for WNY, Inc. CRS #4326)

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 28031 **RESOLUTION 2023-831** **ADOPTED**

To Authorize the Supervisor to Execute an Agreement with the Buffalo Urban League for the Provision of Predatory Lending Counseling Services CRS #4327

WHEREAS, the Town, as a recipient of Community Development Block Grant (CDBG) funds, agrees to affirmatively promote fair housing, and

WHEREAS, the Community Development program's required analysis of impediments to fair housing has identified predatory lending practices by sub-prime lenders as a major impediment to fair housing, and

WHEREAS, in the current economy, mortgage default and imminent threat of foreclosure has many low income residents in danger of losing their homes, and;

WHEREAS, the Town has budgeted FY 2023 CDBG funds for the provision of predatory lending and foreclosure prevention counseling and legal services, and

WHEREAS, the Buffalo Urban League has provided comprehensive predatory lending counseling and legal services in the Town in prior years, and

WHEREAS, the Community Development staff recommends that the Town renew its contract with the Buffalo Urban League based on the Buffalo Urban League's excellent provision of services, and

WHEREAS, the Buffalo Urban League has submitted a satisfactory project budget and scope of services which provides for a total fee of $6,000; now therefore, be it

RESOLVED, that the Town Board hereby authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to enter into an agreement with the Buffalo Urban League for the provision of predatory lending, housing counseling, and foreclosure prevention services for the period April 1, 2023 through March 31, 2024 at a contracted amount not to exceed $6,000.

10/2/2023
Consent

FINANCIAL IMPACT:

The funds necessary to contract for services with Buffalo Urban League have been budgeted in the FY 2023 (N23-36 4000) CDBG budget. The resolution will, therefore, have no impact on the Town's current budget or tax rate.

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

Amherst

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

Brian J. Kulpa, Su sor
Daniel C. Howard P
Planning Direc
Daniel J. Ulatowsk CP
Assistant Planning tor

September 21, 2023

Agenda of October 2, 2023

Honorable Town Board
Town of Amherst
5583 Main Street
Williamsville, New York 14221

Subject: Contract with Buffalo Urban League

Honorable Board Members:

The Town has budgeted FY 2023 Community Development Block Grant (CDBG) funds for funding for predatory lending housing counseling and legal services to further fair housing. The Buffalo Urban League, through its Foreclosure Prevention program, has been the primary provider of such services in Erie County. These services are provided free of charge to income eligible residents of Amherst.

A contract is proposed that provides for quarterly payments to the Buffalo Urban League for a maximum of $6,000 during the contract year to be paid with Community Development funds. The agency has performed satisfactorily under past contracts.

Attached for your consideration is a resolution authorizing the Town Supervisor to enter into a new contract with the Buffalo Urban League for the provision of counseling and legal advice to town residents of questionable lending practices for the period April 1, 2023 through March 31, 2024.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

X:\Community Development\New Structure\CONTRACTS and SUBRECIPIENTS\Buffalo Urban League\FY2023\BUL_TB_letter_10.2.23.docx

Attachment: signed-letter (RES-2023-831 : Contract with the Buffalo Urban League CRS #4327)

AGREEMENT

THIS AGREEMENT, effective the _____ day of _____, 2023 between the TOWN OF AMHERST, a municipal corporation of the State of New York, with principal offices located at 5583 Main Street, Williamsville, New York, 14221, (hereinafter referred to as the "Town") and the BUFFALO URBAN LEAGUE, INC., hereinafter referred to as B.U.L., a private not-for-profit corporation incorporated under the laws of New York State, with its principal office for the transaction of business located at 15 Genesee, Buffalo, New York 14203.

WHEREAS, the Town, as a recipient of federal funding under the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as the "Act"), certifies that it will affirmatively assist low income, at-risk homeowners avoid predatory lending practices; and

WHEREAS, B.U.L. provides comprehensive foreclosure prevention services and manages a multi-faceted anti-predatory lending project;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, as follows:

1. (a) "Town" shall mean the Town of Amherst
   (b) "B.U.L." shall mean the Buffalo Urban League, Inc.

2. The following exhibits are attached to this Agreement and made a part hereof:
   (a) Exhibit "A" -Scope of Services
   (b) Exhibit "B" - 2023 Income Guidelines and Stats Chart

3. B.U.L., for consideration herein provided, shall perform the services as described in Exhibit "A" attached hereto and made a part hereof.

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4. B.U.L. shall, prior to execution of this Agreement, provide to the Town certificates of insurance evidencing compliance with the provisions of Exhibit "B" attached hereto and incorporated herein. B.U.L. agrees to defend, indemnify and hold-harmless the Town from and against all claims, liability and damages resulting from or arising out of performance by B.U.L. of the terms and conditions of this Agreement.

5. The Town agrees to pay B.U.L. not more than six thousand dollars ($6,000.00) during the one-year period from April 1, 2023 through March 31, 2024 for the services it provides to Town residents.

6. B.U.L. shall submit to the Town quarterly payment vouchers and report forms, as described in Exhibit A. Said forms will be in a format acceptable to the Town with the first two requests for payment for the period covering April 1, 2023 through December 31, 2023 to be submitted no later than January 10, 2024 to be consistent with the Town's fiscal year. Upon review and approval of the aforementioned vouchers and report forms by the Town, the Town shall process and subsequently issue funds totaling the approved amount. The sum of all vouchers submitted to the Town by B.U.L. shall not exceed $6,000.00.

7. B.U.L. agrees that it shall keep and maintain accounts and records concerning all costs incurred in the performance of this Agreement, and that it shall have available for audit and inspection by the Town or by authorized representatives of the federal government, all B.U.L. facilities, books and other financial and statistical data as they relate to this Agreement. The Town and B.U.L. agree to comply with the regulations, policies, and guidelines and requirements of the federal Office of Management and Budget, as they relate to the application, acceptance and use of federal funds for this federally assisted program.

8. B.U.L. agrees to comply with the general compliance requirements of 24 CFR Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except for responsibilities that

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fall under 24 CFR Part 570.604 and 24 CFR Part 52. The terms and conditions of this Agreement are to be carried out in a manner consistent with all other federal, state and local laws.

9. This Agreement shall be valid only to the extent of federal funds made available to the Town for the Community Development program year under Title I of the Housing and Community Development Act of 1974, as amended. Any and all payments due under this agreement shall be contingent upon the receipt by the Town of funds from the United States Department of Housing and Urban Development in the amount stipulated in the 2023 Annual Action Plan as approved by the Amherst Town Board on February 13, 2023.

10. This Agreement or any right, title or interest herein shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous written consent of the Town.

11. This Agreement shall be considered in effect from April 1, 2023 through March 31, 2024. The Town may agree to extend this Agreement for an additional twelve month period.

12. B.U.L. shall be fully accountable for its performance under this contract and agrees for itself and its officers to answer under oath all questions relevant to the performance thereof and to any transaction and act of omission in connection therewith if called before any judicial, county, state or federal agency empowered to investigate the Agreement or its performance.

13. Consistent with B.U.L.'s status as an independent contractor, the Town shall not be responsible for workers compensation benefits, social security coverage or unemployment insurance benefits with respect to B.U.L. or its employees.

14. **Termination**

(1) The Town reserves the right to terminate this Agreement at its pleasure at any time prior to completion of the Program by giving two (2) weeks written notice of termination to B.U.L., either personally or by certified mail. The Town further reserves the right to terminate this Agreement for cause in the event that B.U.L. shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit of creditors or take advantage of any

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insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(2) The B.U.L. reserves the right to terminate this Agreement at its pleasure at any time prior to completion of this Agreement by giving two (2) weeks written notice of termination to the Town, either personally or by certified mail. The B.U.L. further reserves the right to terminate this Agreement for cause in the event that the Town shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit or creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(3) The fee to be paid to B.U.L. upon such termination shall be based upon the value of the services performed by B.U.L up to the effective date of termination.

15. Changes in the Project Description and Cost specified in Exhibit "A" may be requested by B.U.L. in writing, addressed to the Town's Planning Director for subsequent action.

16. B.U.L. agrees to comply with all applicable federal requirements and standards as pertains to audits of subrecipients of federal funds under the federal Community Development Block Grant Program.

17. **Nondiscrimination.**

B.U.L. shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 974), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act (39 U.S.C. Chapter 42) and all regulations promulgated with respect thereto including the regulations under 24 CFR Part 1. No person in the United States shall on the ground of race, age, color, creed, religion, national origin, sex, disability, or because he or she is a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, activity, or service provided pursuant to this Agreement.

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18. **Equal Employment Opportunity.**

In carrying out this Agreement, B.U.L. shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or because he or she is a disabled veteran or veteran of the Vietnam era. B.U.L. shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, disability or because he or she is a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. B.U.L. shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provision of this nondiscrimination clause. B.U.L. shall state that all qualified applicants will receive consideration for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. B.U.L. shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability or because he or she is a disabled veteran or veteran of the Vietnam era. B.U.L. shall incorporate the foregoing requirements of this paragraph in all of its contracts for work under this Agreement, except contracts for construction work or modification thereof, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for work under this Agreement.

19. "**Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.**

(a) The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 75. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

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(b) Compliance with the provisions of section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75 (e).

20. **Obligations of Grantee with Respect to Certain Third Party Relationships.**

B.U.L. shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of this Agreement. B.U.L. shall, by contractual requirement, covenant, or other binding commitment assure the compliance on the part of any contractor, subcontract, transferee, successor in interest or other participant in the activities pursuant to this Agreement, with the lawful requirements of the Town of Amherst necessary to insure that activities pursuant to this Agreement are carried out in accordance with the Town of Amherst's assurances and certifications pursuant to the Community Development Block Grant Program, including those with respect to the assumption of environmental responsibilities of the Town of Amherst under section 104(h) of the Housing and Community Development Act of 1974.

21. **Interest of Certain Federal Officials.**

No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

22. **Interest of Members, Officers, or Employees of Grantee, Members of Local Governing Body, or Other Public Officials.**

No member, officer, or employee of the B.U.L. or its designees or agents, no member of the governing body of the Town of Amherst and no other public official of the Town of Amherst who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. The B.U.L. shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

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23. **Prohibition Against Payments of Bonus or Commission.**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining H.U.D. approval of the application for such assistance, or H.U.D. approval of applications for additional assistance, or any other approval or concurrence of H.U.D. required under this Agreement, Title I of the Housing and Community Development Act of 1974, as amended, or H.U.D. regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

24. **Nondiscrimination in Housing.**

The B.U.L. shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and the H.U.D. regulations with respect thereto, and Executive Order 11063. Title VIII prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing of housing, block busting, and discriminatory advertising and makes it unlawful to deny any person access to, or membership and participation in, any multiple-listing service or real estate brokers' organization for discriminatory purposes.

25. **Hatch Act**

The B.U.L. agrees that no funds provided, nor personnel employed under this Agreement, shall in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

26. **Conflict of Interest**

The B.U.L. agrees to abide by the provisions of 24 CFR Part 84.42 and Part 570.611 in regards to conflicts of interest in conducting activities related to this Agreement.

27. **Funding Source Recognition**

The B.U.L. shall insure recognition of the role of the Community Development Block Grant funding source in providing services through this agreement. All activities, publications and items created pursuant to this Agreement shall be labeled as to funding source.

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28. **Lobbying & Religious Activities**

By signing this Agreement, the B.U.L. certifies that no federal funds have been paid or will be paid, by or on behalf of it, to any person for lobbying activities including influencing or attempting to influence an officer or employee of any state, local or federal agency or elected office. In addition, the B.U.L. agrees that funds provided under this agreement will not be utilized for inherently religious activities prohibited by 24 CFR Part 570.200(j), such as worship, religious instruction or proselytization.

29. **Compliance.**

The obligation of the B.U.L. to comply with the provisions of paragraph 17 through paragraph 28 of this Agreement shall inure to the benefits of the United States, H.U.D. and the Town of Amherst, any of which shall be entitled to invoke any remedies available by law to redress any breach thereof or to complete compliance therewith by the B.U.L.

The B.U.L. shall, by contractual requirement, covenant, or other binding commitment assure the compliance with the above provision of the provisions of paragraph 17 through paragraph 28 of this Agreement on the part of any contractor, subcontractor, transferee, successor in interest or other participant in any activities pursuant to this Agreement.

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THE BUFFALO URBAN LEAGUE, INC. 2023 CONTRACT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers all as of the date and year first above written.

TOWN OF AMHERST

By:_____

Brian J. Kulpa, Supervisor

THE BUFFALO URBAN LEAGUE

By:_____

Thomas Beauford, Jr, President/C.E.O.

PRIVATE CORPORATION ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ERIE) ss.

On the 6th day of September, in the year Two Thousand Twenty-Three, before me, the undersigned, personally appeared Thomas Beauford, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

EDWIN A. JACKSON
Notary Public, State of New York
No. 01JA6256576
Qualified in Erie County
My Commission Expires 2/27/2024

_____
Notary Public

MUNICIPAL ACKNOWLEDGEMENT

S TATE OF NEW YORK)
COUNTY OF ERIE) ss.

On the_____day of _____, in the year Two Thousand Twenty-Three, before me, the undersigned, personally appeared Brian J. Kulpa, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

Revised 12.30.19 SJS

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EXHIBIT "A"
SCOPE OF SERVICES & REPORTING REQUIREMENTS

The B.U.L. will provide comprehensive services for victims of predatory lending, mortgage scams or imminent foreclosure living within the Town of Amherst as well as others who may encounter predatory lending while seeking housing in the Town. These services will include:

1) Foreclosure prevention housing counseling services which will include:
   - One-on-one counseling session(s) with any homeowner in danger of losing his or her home to a foreclosure because of predatory lending activity;
   - Contacting a homeowner's lender to arrange for a forbearance plan, deed-in-lieu of foreclosure, reverse mortgage, re-negotiation of the loan terms, or other means to prevent foreclosure; and
   - Budget counseling.

2) Foreclosure prevention legal assistance services, through the B.U.L. partner legal agencies, which will include:
   - Legally defending a foreclosure action that is the result of predatory lending activities;
   - Where appropriate, initiating litigation when there is evidence of illegal predatory lending terms or activities;
   - Negotiating loan terms with lenders to make unaffordable "predatory" or high-cost loans affordable to borrowers.

3) The B.U.L. will conduct up to three presentations, at the Town's request, on avoiding predatory lending to any Town groups.

4) The B.U.L. will provide foreclosure prevention and anti-predatory lending informational brochures and posters to the Town for distribution.

5) The B.U.L. may, upon request, provide one training session for appropriate Town personnel in anti-predatory lending housing laws.

6) The Town will be mentioned as a sponsor of the B.U.L. anti-predatory lending / foreclosure project on all project brochures, posters, and educational documents and recognized by the B.U.L. as a sponsor in any other way the Town wishes.

7) The B.U.L. will provide quarterly statistical reports to the Town's Planning Department documenting the number of calls to the B.U.L. for assistance from Town of Amherst residents. The identity of the callers will be confidential and not disclosed to the Town. All report documents shall be submitted to the Amherst Planning Department, attention: Susan Fitzpatrick, Community Development Program. The report should include:
   - Address of the property;
   - Alternate identifier of assisted households;

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- The income category (i.e., extremely low-income (0% to 30% of MFI), low income (31% to 50% of MFI), moderate income (51% to 80% of MFI) or above 80%;
- The head of the household's racial/ethnic group identification.

All funds paid by the Town shall be used by the B.U.L. in a manner consistent with the budget described in Exhibit "A" attached hereto and incorporated herein.

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EXHIBIT "A" CONTINUED
BUDGET

BUFFALO URBAN LEAGUE, INC.
TOWN OF AMHERST
BUDGET
4/1/2023 - 3/31/2024

REVENUE	$6,000.00
SALARY	
Project Manager/Housing Counselor	
FRINGE BENEFITS	
FICA Expense	
NYS Unemployment	
Life Ins/ADD, LT Disb, ST Disb	
Medical Insurance	
P&A Administrative Fees	
Workers Compensation	
TOTAL FRINGE BENEFITS	
TOTAL PERSONNEL	
OTP's	
Payroll Processing Fees	
Supplies - Office	
Supplies-Computer	
Postage	
Printing	
Equipment Lease	
Outreach/Public Relations	
Budgeted Administrative O/H @10%	
TOTAL OTHER COSTS	
TOTAL PROJECT COST	**$**

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EXHIBIT "B"
FY 2023 INCOME GUIDELINES & STATS CHART

Verification of household income must be supplied. To qualify, you must be under 80% of the FY 2023 median income guidelines below:

Annual Household Income – FY 2023

(Effective June 15, 2023)

Household Size	Median Income	80% AMI	50% AMI	30% AMI
1	$ 65,000	**$ 52,000**	$ 32,500	$19,500
2	$ 74,300	**$ 59,400**	$ 37,150	$22,300
3	$ 83,600	**$ 66,850**	$ 41,800	$25,100
4	$ 92,800	**$ 74,250**	$ 46,400	$27,850
5	$100,300	**$ 80,200**	$ 50,150	$30,100
6	$107,700	**$ 86,150**	$ 53,850	$32,350
7	$115,100	**$ 92,100**	$ 57,550	$34,550
8	$122,500	**$ 98,050**	$ 61,250	$36,800

HOUSEHOLD CHARACTERISTICS: Complete one line for each household assisted. One code only in each block.

# MEMBERS ASSISTED IN HOUSEHOLD	% HOUSEHOLD INCOME	RACE OF HEAD OF HOUSEHOLD *	HISPANIC **Y/N**	FEMALE HEAD OF HOUSEHOLD **Y/N**

***Race of Household**
11-Caucasian
12-African American
13-Asian
14-American Indian or Alaskan Native
15-Native Hawaiian or other Pacific Islander
16-American Indian/Alaska Native & White
17-Asian & Caucasian
18-African American & Caucasian
19-American Indian or Alaskan Native & African American
20-Other Multi-Racial

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Consultant Minor Exposure Addendum to Contract

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Consultants or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

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5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Consultant, in accordance with its status as an independent Consultant, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or

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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:

Buffalo Urban League, Inc.
Print Name of Company

By: _____
Thomas Beauford, Jr., President/CEO

Thomas Beauford, Jr., President/CEO
Printed name

Date: 9/6/23

Agreed to and Accepted by:

Town of Amherst
Print Name of Company

By: _____
Brian J. Kulpa, Supervisor

Brian J. Kulpa, Supervisor
Printed name

Date: _____

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IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: Buffalo Urban League

Signature: _____

Print Name: Thomas Beauford, Jr

Title: President + CEO

Date: 9/6/23

Sworn To Before Me This

6th Day of September, 2023

_____

Notary Public

EDWIN A. JACKSON
Notary Public, State of New York
No. 01JA6256576
Qualified in Erie County
My Commission Expires 2/27/2024

Revised 4.2017

Attachment: Amherst_BUL_contract_2023_Signed 2023-09-06 (RES-2023-831 : Contract with the Buffalo Urban League CRS #4327)

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 28032 **RESOLUTION 2023-832** **ADOPTED**

To Authorize the Supervisor to Sign an Agreement with the Family Justice Center (FJC) for Staffing CRS #4330

WHEREAS, the FJC provides services to Amherst residents facing domestic violence; and

WHEREAS, the Town has budgeted Community Development Block Grant funds (CDBG) for the FJC to staff personnel at the Amherst satellite office; and

WHEREAS, Community Development staff recommends that the Town contract with FJC for the period of April 1, 2023 through March 31, 2024; now therefore, be it

RESOLVED, the Town Board of the Town of Amherst authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to enter into a contract with the FJC attached hereto, and for an amount not to exceed $10,000.00 for the period of April 1, 2023 through March 31, 2024.

10/2/2023
Consent

FINANCIAL IMPACT:

The funds necessary to enter into a contract with the Family Justice Center have been budgeted in the FY 2023 (N23-32 4000) CDBG budget. The resolution will, therefore, have no impact on the Town's current budget or tax rate.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, 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, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

September 21, 2023

Agenda of October 2, 2023

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

Subject: Contract with the Family Justice Center (FJC) for an additional staff member at the satellite location in Amherst

Honorable Board Members:

The Family Justice Center provides domestic violence advocacy and counseling services to low and moderate income families in Western New York and the Town of Amherst. The Town has budgeted FY 2023 Community Development Block Grant (CDBG) funds for the Family Justice Center (FJC) to provide staff members at the Amherst location.

Attached for your consideration is a resolution authorizing the Town Supervisor to enter into a contract with FJC for the period April 1, 2023 through March 31, 2024. Adequate funds are available in the 2023 CDBG budget to cover the maximum $10,000.00 cost of the proposed contract.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

Attachment: signed-letter (RES-2023-832 : Contract with the Family Justice Center CRS #4330)

AGREEMENT

THIS AGREEMENT, entered into this _____ day of_____, 2023 between the TOWN OF AMHERST, a municipal corporation of the State of New York, with principal offices located at 5583 Main Street, Williamsville, New York 14221 (herein after referred to as the "Town"), and FAMILY JUSTICE CENTER (herein after referred to as "FJC") with its principal office for the transaction of business at 438 Main Street, #201, Buffalo, New York 14203.

WITNESSETH:

WHEREAS, the Town has received federal funding under the Housing and Community Development Act of 1974, as amended and one the purposes of said Act is to expand and improve the quality and quantity of community services, principally for persons of low and moderate income, which are essential for sound community development and for the development of viable urban communities; and

WHEREAS, the provision of comprehensive FJC services, providing domestic violence advocacy and counseling services to low and moderate income residents of the Town of Amherst would constitute an expansion and improvement of the quantity and quality of community services and technical assistance consistent with the purposes of the Housing and Community Development Act of 1974 as amended; and

WHEREAS, FJC has successfully provided a program of services and crisis counseling for families escaping domestic violence for Erie County residents.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, as follows:

1. (a) "Town" shall mean the Town of Amherst.
   (b) "FJC" shall mean the Family Justice Center.

2. The following exhibits are attached to this Agreement and made a part hereof:
   (a) Exhibit "A" -Scope of Services & Budget
   (b) Exhibit "B"– Income Guidelines & Stats Chart

3. The FJC, for consideration herein provided, shall perform the services as described in Exhibit "A" attached hereto and made a part hereof.

4. The FJC shall, prior to execution of this Agreement, provide to the Town certificates of insurance evidencing compliance with the provisions of the "Addendum to Contract" attached hereto and incorporated herein. The FJC agrees to defend, indemnify and hold-harmless the

Attachment: Signed_Contract_9.26.23 (RES-2023-832 : Contract with the Family Justice Center CRS #4330)

Town from and against all claims, liability and damages resulting from or arising out of performance by the FJC of the terms and conditions of this Agreement.

5. The Town agrees to pay the FJC not more than ten thousand dollars ($10,000.00) during the one year period from April 1, 2023 through March 31, 2024 for the services it provides to Town residents.

6. The FJC shall submit to the Town quarterly payment vouchers and report forms, as described in Exhibit A. Said forms will be in a format acceptable to the Town with the first two requests for payment for the period covering April 1, 2023 through December 31, 2023 to be submitted no later than January 10, 2024 to be consistent with the Town's fiscal year. Upon review and approval of the aforementioned vouchers and report forms by the Town, the Town shall process and subsequently issue funds totaling the approved amount. The sum of all vouchers submitted to the Town by FJC shall not exceed $10,000.00.

7. The FJC agrees that it shall keep and maintain separate books of accounts and records concerning all costs incurred in the performance of this Agreement, and that it shall have available for audit and inspection by the Town or by authorized representatives of the federal government, all FJC facilities, books and other financial and statistical data as they relate to this Agreement. The Town and FJC agree to comply with the regulations, policies, and guidelines and requirements of the federal Office of Management and Budget, as they relate to the application, acceptance and use of federal funds for this federally assisted program.

8. The FJC agrees to comply with the general compliance requirements of 24 CFR Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except for responsibilities that fall under 24 CFR Part 570.604 and 24 CFR Part 52. The terms and conditions of this Agreement are to be carried out in a manner consistent with all other federal, state and local laws.

Attachment: Signed_Contract_9.26.23 (RES-2023-832 : Contract with the Family Justice Center CRS #4330)

9. This Agreement shall be valid only to the extent of federal funds made available to the Town for the Community Development program year under Title I of the Housing and Community Development Act of 1974, as amended. Any and all payments due under this agreement shall be contingent upon the receipt by the Town of funds from the United States Department of Housing and Urban Development in the amount stipulated in the 2023 Annual Action Plan as approved by the Amherst Town Board on February 13, 2023.

10. This Agreement or any right, title or interest herein shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous written consent of the Town.

11. This Agreement shall be considered in effect from April 1, 2023 through March 31, 2024. The Town may agree to extend this Agreement for an additional twelve month period.

12. The FJC shall be fully accountable for its performance under this contract and agrees for itself and its officers to answer under oath all questions relevant to the performance thereof and to any transaction and act of omission in connection therewith if called before any judicial, county, state or federal agency empowered to investigate the Agreement or its performance.

13. Consistent with the FJC's status as an independent contractor, the Town shall not be responsible for workers compensation benefits, social security coverage or unemployment insurance benefits with respect to the FJC or its employees.

14. **Termination**

(1) The Town reserves the right to terminate this Agreement at its pleasure at any time prior to completion of the Program by giving two (2) weeks written notice of termination to the FJC, either personally or by certified mail. The Town further reserves the right to terminate this Agreement for cause in the event that the FJC shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit of creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

Attachment: Signed_Contract_9.26.23 (RES-2023-832 : Contract with the Family Justice Center CRS #4330)

(2) The FJC reserves the right to terminate this Agreement at its pleasure at any time prior to completion of this Agreement by giving two (2) weeks written notice of termination to the Town, either personally or by certified mail. The FJC further reserves the right to terminate this Agreement for cause in the event that the Town shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit or creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(3) The fee to be paid to the FJC upon such termination shall be based upon the value of the services performed by the FJC up to the effective date of termination.

15. Changes in the Project Description and Cost specified in Exhibit "A" may be requested by the FJC in writing, addressed to the Town's Planning Director for subsequent action.

16. The FJC agrees to comply with all applicable federal requirements and standards as pertains to audits of sub recipients of federal funds under the federal Community Development Block Grant Program.

17. **Nondiscrimination.**

The FJC shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 974), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act (39 U.S.C. Chapter 42) and all regulations promulgated with respect thereto including the regulations under 24 CFR Part 1. No person in the United States shall on the ground of race, age, color, creed, religion, national origin, sex, disability, or because he or she is a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, activity, or service provided pursuant to this Agreement.

Attachment: Signed_Contract_9.26.23 (RES-2023-832 : Contract with the Family Justice Center CRS #4330)

18. **Equal Employment Opportunity.**

In carrying out this Agreement, the FJC shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or because he or she is a disabled veteran or veteran of the Vietnam era. The FJC shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, disability or because he or she is a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The FJC shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provision of this nondiscrimination clause. The FJC shall state that all qualified applicants will receive consideration for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The FJC shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability or because he or she is a disabled veteran or veteran of the Vietnam era. The FJC shall incorporate the foregoing requirements of this paragraph in all of its contracts for work under this Agreement, except contracts for construction work or modification thereof, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for work under this Agreement.

19. **"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.**

(a) The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) Compliance with the provisions of section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and

Attachment: Signed_Contract_9.26.23 (RES-2023-832 : Contract with the Family Justice Center CRS #4330)

assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

20. **Obligations of Grantee with Respect to Certain Third Party Relationships.**

The FJC shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of this Agreement. The FJC shall, by contractual requirement, covenant, or other binding commitment assure the compliance on the part of any contractor, subcontract, transferee, successor in interest or other participant in the activities pursuant to this Agreement, with the lawful requirements of the Town of Amherst necessary to insure that activities pursuant to this Agreement are carried out in accordance with the Town of Amherst's assurances and certifications pursuant to the Community Development Block Grant Program, including those with respect to the assumption of environmental responsibilities of the Town of Amherst under section 104(h) of the Housing and Community Development Act of 1974.

21. **Interest of Certain Federal Officials.**

No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

22. **Interest of Members, Officers, or Employees of Grantee, Members of Local Governing Body, or Other Public Officials.**

No member, officer, or employee of the FJC or its designees or agents, no member of the governing body of the Town of Amherst and no other public official of the Town of Amherst who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. The FJC shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

23. **Prohibition Against Payments of Bonus or Commission.**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining H.U.D. approval of the application for such assistance, or H.U.D. approval of applications for additional assistance, or any other approval or concurrence of H.U.D. required under this Agreement, Title I of the Housing and Community

Attachment: Signed_Contract_9.26.23 (RES-2023-832 : Contract with the Family Justice Center CRS #4330)

Development Act of 1974, as amended, or H.U.D. regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

24. **Nondiscrimination in Housing.**

The FJC shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and the H.U.D. regulations with respect thereto, and Executive Order 11063. Title VIII prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing of housing, block busting, and discriminatory advertising and makes it unlawful to deny any person access to, or membership and participation in, any multiple-listing service or real estate brokers' organization for discriminatory purposes.

25. **Hatch Act**

The FJC agrees that no funds provided, nor personnel employed under this Agreement, shall in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

26. **Conflict of Interest**

The FJC agrees to abide by the provisions of 24 CFR Part 84.42 and Part 570.611 in regards to conflicts of interest in conducting activities related to this Agreement.

27. **Funding Source Recognition**

The FJC shall insure recognition of the role of the Community Development Block Grant funding source in providing services through this agreement. All activities, publications and items created pursuant to this Agreement shall be labeled as to funding source.

28. **Lobbying & Religious Activities**

By signing this Agreement, the FJC certifies that no federal funds have been paid or will be paid, by or on behalf of it, to any person for lobbying activities including influencing or attempting to influence an officer or employee of any state, local or federal agency or elected office. In addition, FJC agrees that funds provided under this agreement will not be utilized for inherently religious activities prohibited by 24 CFR Part 570.200(j), such as worship, religious instruction or proselytization.

Attachment: Signed_Contract_9.26.23 (RES-2023-832 : Contract with the Family Justice Center CRS #4330)

29. **Compliance.**

The obligation of the FJC to comply with the provisions of paragraph 17 through paragraph 28 of this Agreement shall inure to the benefits of the United States, H.U.D. and the Town of Amherst, any of which shall be entitled to invoke any remedies available by law to redress any breach thereof or to complete compliance therewith by FJC.

The FJC of WNY, Inc. shall, by contractual requirement, covenant, or other binding commitment assure the compliance with the above provision of the provisions of paragraph 17 through paragraph 28 of this Agreement on the part of any contractor, subcontractor, transferee, successor in interest or other participant in any activities pursuant to this Agreement.

Attachment: Signed_Contract_9.26.23 (RES-2023-832 : Contract with the Family Justice Center CRS #4330)

FJC OF WNY, INC. 2023 CONTRACT

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed on the day and year just above written.

TOWN OF AMHERST

By: _____

Brian J. Kulpa, Supervisor

THE FJC OF WNY, INC.

By: _____

Mary Travers Murphy, Executive Director

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the 6 day of September, in the year Two Thousand Twenty-Three, before me, the undersigned, personally appeared Mary Travers Murphy personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) 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.

RENEE D THOMAS
NOTARY PUBLIC STATE OF NEW YORK
ERIE COUNTY
LIC. #01TH6431956
COMM. EXP. 04/18/2026

_____
NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____day of _____, in the year Two Thousand Twenty-Three, before me, the undersigned, personally appeared Brian J. Kulpa personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) 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

Attachment: Signed_Contract_9.26.23 (RES-2023-832 : Contract with the Family Justice Center CRS #4330)

EXHIBIT "A"

SCOPE OF SERVICES AND REPORTING REQUIREMENTS

SCOPE OF SERVICES:

PROVIDER shall perform the following professional services:

The Family Justice Center of Erie County (FJC) will provide one-stop, wrap-around services to survivors of domestic and intimate partner violence and their families. This model has been recognized nationally as the most innovative and effective way to provide services to survivors, to insure offender accountability, and to attack the root causes of domestic violence. The FJC will maintain its partnership with 13 on-site and 30 off-site partner-agencies to insure all of the services provided by each of the partnering agencies are available to every client that comes to the FJC's main offices or satellite offices. FJC staff will be available at 330 North Forest Road, Amherst, NY 14221, upon request.

All services will be provided between April 1, 2023-March 31, 2024.

EXHIBIT "A" CONTINUED

BUDGET

Expense	Cost	Notes
Personnel		
Domestic Violence Advocate (Part Time)	$8,000.00	Covers a portion of advocate salary, stationed at Amherst Satellite location
Fringe Benefits		
Fringe Benefits for Domestic Violence Advocate	$2,000.00	Calculated at 25% of salary
Total Budget	$10,000.00	

Attachment: Signed_Contract_9.26.23 (RES-2023-832 : Contract with the Family Justice Center CRS #4330)

EXHIBIT "B"

FY 2023 INCOME GUIDELINES & STATS CHART

Verification of household income must be supplied. To qualify, you must be under 80% of the FY 2023 median income guidelines below:

Annual Household Income – FY 2023

(Effective June 15, 2023)

Household Size	Median Income	80% AMI	50% AMI	30% AMI
1	$ 65,000	**$ 52,000**	$ 32,500	$19,500
2	$ 74,300	**$ 59,400**	$ 37,150	$22,300
3	$ 83,600	**$ 66,850**	$ 41,800	$25,100
4	$ 92,800	**$ 74,250**	$ 46,400	$27,850
5	$100,300	**$ 80,200**	$ 50,150	$30,100
6	$107,700	**$ 86,150**	$ 53,850	$32,350
7	$115,100	**$ 92,100**	$ 57,550	$34,550
8	$122,500	**$ 98,050**	$ 61,250	$36,800

HOUSEHOLD CHARACTERISTICS: Complete one line for each household assisted. One code only in each block.

# MEMBERS ASSISTED IN HOUSEHOLD	% HOUSEHOLD INCOME	RACE OF HEAD OF HOUSEHOLD *	HISPANIC **Y/N**	FEMALE HEAD OF HOUSEHOLD **Y/N**

***Race of Household**
11-Caucasian
12-African American
13-Asian
14-American Indian or Alaskan Native
15-Native Hawaiian or other Pacific Islander
16-American Indian/Alaska Native & White
17-Asian & Caucasian
18-African American & Caucasian
19-American Indian or Alaskan Native & African American
20-Other Multi-Racial

Attachment: Signed_Contract_9.26.23 (RES-2023-832 : Contract with the Family Justice Center CRS #4330)

Consultant Minor Exposure Addendum to Contract

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Consultants or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: Signed_Contract_9.26.23 (RES-2023-832 : Contract with the Family Justice Center CRS #4330)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Consultant, in accordance with its status as an independent Consultant, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations 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

Attachment: Signed_Contract_9.26.23 (RES-2023-832 : Contract with the Family Justice Center CRS #4330)

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:	Agreed to and Accepted by:
FJC OF WNY, Inc.	Town of Amherst
By:_____	By:_____ Brian J. Kulpa, Supervisor
Mary Travers Murphy, Executive Director Printed name & title	Brian J. Kulpa, Supervisor Printed name & title
Date: _____	Date: _____

Attachment: Signed_Contract_9.26.23 (RES-2023-832 : Contract with the Family Justice Center CRS #4330)

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: Family Justice Center

Signature: [signature]

Print Name: MARY MURPHY

Title: CEO

Date: 9/6/23

Sworn To Before Me This

6 Day of September, 2023

Renee D Thomas

Notary Public

RENEE D THOMAS
NOTARY PUBLIC STATE OF NEW YORK
ERIE COUNTY
LIC. #01TH6431956
COMM. EXP. 04/18/2026

Revised 4.2017

Attachment: Signed_Contract_9.26.23 (RES-2023-832 : Contract with the Family Justice Center CRS #4330)

FAMIJUS-01 JPONTRELLO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/20/2023

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, LLC 361 Delaware Avenue Buffalo, NY 14202	CONTACT NAME: Jessica Pontrello PHONE (A/C, No, Ext): (716) 849-1568 1568 FAX (A/C, No): (716) 849-8291 E-MAIL ADDRESS: jpontrello@lawleyinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Philadelphia Indemnity Ins Co — 18058
INSURED Family Justice Center of Erie County 438 Main Street- 2nd Floor Buffalo, NY 14202	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		PHPK2598479	8/29/2023	8/29/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,0 $ 100,0 $ 5,0 $ 1,000,0 $ 3,000,0 $ 3,000,0
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PHPK2598479	8/29/2023	8/29/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,0
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB880194	8/29/2023	8/29/2024	EACH OCCURRENCE AGGREGATE Aggregate	$ 2,000,0 $ $ 2,000,0
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					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 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
Williamsville, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Attachment: Signed_Contract_9.26.23 (RES-2023-832 : Contract with the Family Justice Center CRS #4330)

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)
FAMILY JUSTICE CENTER OF ERIE COUNTY, INC
438 MAIN STREET, SUITE 201
BUFFALO, NY 14202

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
716-558-5270

1c. Federal Employer Identification Number of Insured or Social Security Number
20-2250813

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Williamsville, NY 14221

3a. Name of Insurance Carrier
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box 1a
30110-98

3c. Policy Effective Period
7/25/2007 to 9/18/2024

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 9/20/2023 By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be 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 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(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: Signed_Contract_9.26.23 (RES-2023-832 : Contract with the Family Justice Center CRS #4330)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name Address of Insured (use street address only) Alcott HR Group LLC DBA: Alcott HR Labor Contractor, for leased workers to: Family Justice Center of Erie County 438 Main St Ste 201 Buffalo, NY 14202 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 (631) 420-0100 1c. NYS Unemployment Insurance Employer Registration Number of insured 1d. Federal Employer Identification Number of Insured or Social Security Number 20-2250813
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier American Zurich Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WC 54-51-613-16 3c. Policy effective period 1/1/2023 to 1/1/2024 3d. The Proprietor, Partners, or Executive Officers are X included. (Only check box if all partners/officers inclued) all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3 insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

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

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

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, licese or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier refernced above and that the named insured has the coverage as depicted on this form.

Approved by: Douglas Jones
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [signature] 12/12/2022
(Signature) (Date)

Title: Vice President

Telephone number of authorized representative or licensed agent of insurance carrier: (480)951-4177

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17) ww.wcb.ny.gov

Attachment: Signed_Contract_9.26.23 (RES-2023-832 : Contract with the Family Justice Center CRS #4330)

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 28019 **RESOLUTION 2023-833** **ADOPTED**

Travel & Training Request Security & Law Enforcement Seminar

TOWN BOARD AGENDA ITEM : OCTOBER 2, 2023

TO: **Town Board**

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

RE: **Travel & Training Request**
Security & Law Enforcement Seminar

Kindly adopt a Resolution authorizing one (1) Police Captain to attend the above entitled seminar. This seminar is being held in Tel Aviv, Israel from October 12, 2023 through October 20, 2023. The cost for this training and travel is being paid for by the organization hosting the seminar.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: October 2, 2023)**

10/2/2023
Consent

FINANCIAL IMPACT:

None for the purpose of this request

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☐ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☒ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
[redacted]		Police	[redacted]

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
10/12/2023	10/20/2023	Tel Aviv, Israel	Security & Law Enforcement Seminar

Expenses	Estimated	Budget A/C #	Actual
Transportation:	Ø		
Mileage @ $0.655			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:	Ø		
# nights @ $			
Meals:	Ø		
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%			
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee	Ø		
Other	Ø		
Subtotal	-		N/A
Contingency - 10% of subtotal or $200	-		N/A
TOTAL	Ø -		

Request Approved By:

Department Head Signature

9/25/2023

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

Town Board :

Town Board Resolution & Date

Attachment: RedactedTravelRequestSecurity&LawEnforcementSeminar 10.2.2023 (RES-2023-833 : Travel & Training Request)

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 28018 **RESOLUTION 2023-834** **ADOPTED**

Amendment of Resolution #: 2023-695 Infoquest Computer Solutions, Inc. (CRS#4227) APD Personnel & Training Resource Database

TOWN BOARD AGENDA ITEM: OCTOBER 2, 2023

TO: **Town Board**

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

RE: **Amendment of Resolution #: 2023-695**
Infoquest Computer Solutions, Inc. (CRS#4227)
APD Personnel & Training Resource Database

Kindly adopt a resolution amending Resolution #2023-695 adopted by the Town Board on August 7, 2023 to change the funding source for the above entitled agreement. The funding for this project will be taken from the Asset Forfeiture account (T2917 .4002).

Thank you.

SPC:msl
C: Tim Koller, Deputy Town Clerk **(Agenda Item: October 2, 2023)**

10/2/2023
Consent

FINANCIAL IMPACT:

T2917 .4002: $5,700.00

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: 10/02/23 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 28042 **RESOLUTION 2023-835** **ADOPTED**

TabWare Software Maintenance & Support Renewal AssetPoint, LLC CRS – #4044

The WPCF utilizes TabWare Software provided by AssetPoint LLC ("Aptean") to control and monitor all assets and equipment for the WPCF. To maintain on-line maintenance, technical support, and software updates, a licensing agreement with the software provider is required. This vendor is a sole source provider of this service for this software product. The WPCF is requesting Town Board approval for the attached one-year maintenance & support renewal with AssetPoint LLC ("APTEAN"). For the AssetPoint TabWare Software.

This contract shall be valid from May 06, 2023 through May 05, 2024. In addition, the WPCF requests a waiver of the insurance requirements because the vendor will provide this service remotely and will NOT enter Town property.

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

Funds for this request are available in G9916-4110.

Thank you for considering this request.

10/2/2023
Consent

FINANCIAL IMPACT:

G9916-4110

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

AGREEMENT

Let this document stand as an Agreement between AssetPoint LLC and the Town of Amherst permitting the Town of Amherst to purchase TabWare licensing and software maintenance per the attached renewal order form #6435732c21d7acae5700a6d4. The term of this agreement will be from date of execution by the Town of Amherst and run from May 6, 2023 through May 5, 2024.

Agreed to and Accepted by:

ASSETPOINT LLC

By: _____
Signature

Neil S. Goldstein
Printed name

Senior Managing Counsel
Title

Date: 4/25/23

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: TabWare Agreement (RES-2023-835 : TabWare Software Maintenance & Support Renewal CRS #4044)



Town of Amherst Water Pollution Control

This Order Form, together with Master TabWare Onsite (TOS) Concurrent User License (CUL) dated April 09, 2015 (the "Agreement") between AssetPoint LLC ("Licensor") and Town of Amherst Water Pollution Control ("Customer") and incorporated herein by reference contains the full agreement of Licensor and Customer as to the purchase/license and provision of the Software and/or services listed below. This Order Form is dated and effective as of the last date entered in the signature block below (the "Effective Date"). In case of any conflict between the Agreement and this Order Form, the terms and conditions on the Order Form shall control.

RENEWAL TERMS PRODUCTS

Product Name	Quantity
Crossroads Premium: Equipment Monitoring	1
Linked Doc Printing	1
TabWare Analytics Designer Named User	1
TabWare Concurrent User	9
TabWare Technician Named User	2
TabWare Work Requester	1
TU Tutorial	1
WebServer (Production Professional)	1
WebServer (Test Professional)	1

Total: USD 8,999.57

TERM MAINTENANCE

Start Date	End Date	Year of Commitment Period	Price
May 6, 2023	May 5, 2024	1	USD 8,999.57

Licensor Representative: Robertha Bird	Licensor Email: robertha.bird@aptean.com
Customer Representative: Crystal Russell	
Customer Billing Information:	Customer Shipping Information:
Name: Town of Amherst Water Pollution Control Crystal Russell	Name: Town of Amherst Water Pollution Control Gregory Struzik
Address: 455 Tonawanda Creek Road Amherst New York 14228 United States	Address: 455 Tonawanda Creek Road Amherst New York 14228 United States

Attachment: TabWare Agreement (RES-2023-835 : TabWare Software Maintenance & Support Renewal CRS #4044)

Phone:	Phone:
Email: crussell@amherst.ny.us	Email: gstruzik@amherst.ny.us
End User:	

A. Invoicing and Payment Terms

1. Do not pay from this Order Form. Licensor will invoice Customer after execution of this Order Form for the fees set forth herein plus applicable taxes. For Software, Licensor will invoice in accordance with the start dates set forth in this Order Form.
2. Customer shall pay Licensor Net 30 from the date of the invoice.
3. Fees for Subscription Services or Maintenance Services will be billed Annually.
4. Licensor has a NO REFUND policy.
5. Where Customer requires Licensor's invoice to reference the Customer's purchase order number, Customer agrees to provide its purchase order to Licensor within 5 days of the earlier of (i) signature of the corresponding Order Form and (ii) Licensor's written request. All terms, conditions, or provisions which may appear as preprinted language or otherwise be inserted within any purchase order shall be of no force and effect and acceptance of a purchase order will not constitute as a written instrument modifying the Agreement.

B. Additional Terms

1. By signing this Order Form, Customer hereby accepts and agrees to be bound by the terms and conditions applicable to the Products and/or Services as listed above on this Order Form (Renewal Terms Exhibit) made available at legal.aptean.com/legal-center-na.html which are applicable to all Products and Services previously and subsequently ordered by Customer.
2. Customer's acceptance of the Subscription Services or Software licensed hereunder is as delivered, with no expectation that licensor would customize or modify the Subscription Services or Software for the Customer's specific business requirements unless agreed to in writing and signed by both parties.
3. This Order Form, together with the Agreement, constitutes the entire agreement and supersedes all prior agreements (verbal or written) between the parties with respect to the subject matter hereof.
4. If a party executes this Order Form via electronic signature, then such electronic signature shall be deemed to be such party's original signature for all purposes. The exchange of copies of this Order Form and of the signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Order Form as to the parties and may be used in lieu of the original Order Form for all purposes.

SIGNATURES TO FOLLOW

Attachment: TabWare Agreement (RES-2023-835 : TabWare Software Maintenance & Support Renewal CRS #4044)

Signatures Required:

Town of Amherst Water Pollution Control		**AssetPoint LLC**	
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date	
PO #			
Tax Exempt #			

Attachment: TabWare Agreement (RES-2023-835 : TabWare Software Maintenance & Support Renewal CRS #4044)

RENEWAL TERMS EXHIBIT

This exhibit contains renewal terms for Hosting, License, SaaS Subscription and/or Maintenance, as applicable (the "Renewable Products") and is applicable to all Renewable Products previously and subsequently ordered by Customer and is hereby incorporated into the Agreement.

1. Customer commits to the Renewable Products term as listed in the "Long Term Subscription" or "Term Maintenance" box(es) on the applicable Order Form for the entire number of years stated (the "Commitment Period").
2. Customer understands that, if a Software product is not listed in the Order Form, then any such non-listed Software product is neither subject to nor included in the amounts listed in the pricing, and additional fees shall apply for any such non-listed software. Customer may not reduce the number of licenses covered. In exceptional cases, Licensor may agree to decommission subject to Customer paying a reduction fee.
3. If Customer licenses additional Software products during the Commitment Period, the Customer hereby agrees to renew the Renewable Products term for any such additional Software products.
4. The parties agree that the discounted fees specified in the "Long Term Subscription" or "Term Maintenance" box(es) are offered by Licensor solely in reliance upon Customer's commitment to the Renewable Products term for the Commitment Period. In the event Customer cancels the Renewable Products at any time prior to the end of the Commitment Period, Customer agrees to immediately pay the outstanding annual fees that Licensor would have received for the Commitment Period, less any amounts previously paid by the Customer under the applicable Order Form. The parties agree that such payment is to be considered liquidated damages, and not a penalty, and the parties agree that such amount is a fair and reasonable estimation of Licensor's damages in the event Customer breaches Customer's obligation to commit to the Renewable Products until the end of the Commitment Period.
5. Upon expiration of the Commitment Period set forth in the Order Form, the corresponding Renewable Products shall automatically renew for successive one-year renewal periods, unless Customer provides Licensor with at least ninety (90) days' advance written notice prior to the expiration of the Commitment Period or any renewal period that Customer desires not to renew. Licensor shall invoice Customer on an annual basis, in advance, for each annual renewal period. Fees for all annual renewal periods will be due within thirty (30) days of receipt of the corresponding invoice or the day prior to the contract renewal date, whichever is sooner, and all such payments are non-refundable.

Legal Center powered by Ironclad Clickwrap
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Attachment: TabWare Agreement (RES-2023-835 : TabWare Software Maintenance & Support Renewal CRS #4044)

Electronic Record of Contracts

This document was generated as a record of certain contracts created, accepted and stored electronically.

Summary of Contracts

This document contains the following contracts.

Title	Revision	ID
Order Form_English	1	6435732c21d7acae5700a6d4

Contract signed by:

Katherine Dunn

Signer ID: katherine.dunn@aptean.com
Email: katherine.dunn@aptean.com

Date / Time: May 2, 2023 at 7:20 PM GMT
IP Address: 174.195.34.244
User Agent: Mozilla/5.0 (iPhone; CPU iPhone OS 16_3_1 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/16.3 Mobile/15E148 Safari/604.1

Crystal Russell
RENEWAL CONTACT,
Town of Amherst Water Pollution Control

Signer ID: crussell@amherst.ny.us
Email: crussell@amherst.ny.us

Party has not signed the contract yet.

Contract has not been signed by all parties.

Attachment: TabWare Agreement (RES-2023-835 : TabWare Software Maintenance & Support Renewal CRS #4044)



Town of Amherst Water Pollution Control

This Order Form, together with the Master TabWare Onsite (TOS) Concurrent User License (CUL) dated 2015-04-09 (the "Agreement") between AssetPoint LLC ("Licensor") and Town of Amherst Water Pollution Control ("Customer") and incorporated herein by reference contains the full agreement of Licensor and Customer as to the purchase/license and provision of the Software and/or services listed below. This Order Form is dated and effective as of the last date entered in the signature block below (the "Effective Date"). In case of any conflict between the Agreement and this Order Form, the terms and conditions on the Order Form shall control.

RENEWAL TERM PRODUCTS

Product	Qty
TU Tutorial	1
TabWare Concurrent User	9
TabWare Technician Named User	2
Crossroads Premium: Equipment Monitoring	1
WebServer (Production Professional)	1
TabWare Work Requester	1
TabWare Analytics Designer Named User	1
WebServer (Test Professional)	1
Linked Doc Printing	1
Total	USD 8,999.57

Attachment: TabWare Agreement (RES-2023-835 : TabWare Software Maintenance & Support Renewal CRS #4044)

TERM MAINTENANCE			
Start Date	**End Date**	**Year of Commitment Period**	**Price**
May 6, 2023	May 5, 2024	1	USD 8,999.57

Licensor Representative: Robertha Bird	Licensor Email: robertha.bird@aptean.com
Customer Representative: Crystal Russell	
Customer Billing Information:	Customer Shipping Information:
Name: Town of Amherst Water Pollution Control Crystal Russell	Name: Town of Amherst Water Pollution Control Gregory Struzik
Address: 455 Tonawanda Creek Road Amherst , New York 14228 United States	Address: 455 Tonawanda Creek Road Amherst , New York 14228 United States
Phone:	Phone:
Email: crussell@amherst.ny.us	Email: gstruzik@amherst.ny.us
End User:	

A. Invoicing and Payment Terms

1. Do not pay from this Order Form. Licensor will invoice Customer after execution of this Order Form for the fees set forth herein plus applicable taxes.
2. Customer shall pay Licensor Net 30 from the date of the invoice. In case of late payment, Customer may be subject to a late fee up to 1.5% per month.
3. Fees for Subscription Services or Maintenance Services will be billed Annually .
4. Licensor has a NO REFUND policy.
5. Where Customer requires Licensor's invoice to reference the Customer's purchase order number, Customer agrees to provide its purchase order to Licensor within 5 days of the earlier of (i) signature of the corresponding Order Form and (ii) Licensor's written request. All terms, conditions, or provisions which may appear as preprinted language or otherwise be inserted within any purchase order shall be of no force and effect and acceptance of a purchase order will not constitute as a written instrument modifying the Agreement.

Attachment: TabWare Agreement (RES-2023-835 : TabWare Software Maintenance & Support Renewal CRS #4044)

B. Additional Terms

1. By signing this Order Form, Customer hereby accepts and agrees to be bound by the terms and conditions applicable to the Products and/or Services as listed above on this Order Form (Renewal Terms Exhibit) made available at legal.aptean.com/legal-center-na.html which are applicable to all Products and Services previously and subsequently ordered by Customer.
2. Customer's acceptance of the Subscription Services or Software licensed hereunder is as delivered, with no expectation that licensor would customize or modify the Subscription Services or Software for the Customer's specific business requirements unless agreed to in writing and signed by both parties.
3. This Order Form, together with the Agreement, constitutes the entire agreement and supersedes all prior agreements (verbal or written) between the parties with respect to the subject matter hereof.
4. If a party executes this Order Form via electronic signature, then such electronic signature shall be deemed to be such party's original signature for all purposes. The exchange of copies of this Order Form and of the signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Order Form as to the parties and may be used in lieu of the original Order Form for all purposes.

Signatures Required:

Town of Amherst Water Pollution Control	AssetPoint LLC
By:	By: Katherine Dunn katherine.dunn@aptean.com
Name:	Date: May 2, 2023
Title:	
Date:	
PO #:	
Tax Exempt #:	

Attachment: TabWare Agreement (RES-2023-835 : TabWare Software Maintenance & Support Renewal CRS #4044)

Attachment: TabWare Agreement (RES-2023-835 : TabWare Software Maintenance & Support Renewal CRS #4044)

Russell, Crystal

From: Struzik, Gregory
Sent: Wednesday, May 17, 2023 2:06 PM
To: Russell, Crystal; Willer, David
Subject: Re: Reminder: Robertha Bird sent you "Town of Amherst Water Pollution Control_(2023-04-11)_Order Form"

Hi Crystal
Sorry for the delay. This looks good to me. Matches up to what is existing.

Thanks!
Greg

From: Russell, Crystal
Sent: Wednesday, May 17, 2023 1:28:56 PM
To: Willer, David
Cc: Struzik, Gregory
Subject: RE: Reminder: Robertha Bird sent you "Town of Amherst Water Pollution Control_(2023-04-11)_Order Form"

Thank you, Dave!

Greg, what are your thoughts?

Thank you,

Crystal Russell
Town of Amherst WPCF, Accounts Payable
455 Tonawanda Creek Road
Amherst, NY 14228
P: 716.691.9771 ext. 8010
F: 716.691.4496
crussell@amherst.ny.us

From: Willer, David <dwiller@amherst.ny.us>
Sent: Tuesday, May 16, 2023 3:28 PM
To: Russell, Crystal <crussell@amherst.ny.us>
Cc: Struzik, Gregory <gstruzik@amherst.ny.us>
Subject: RE: Reminder: Robertha Bird sent you "Town of Amherst Water Pollution Control_(2023-04-11)_Order Form"

*Please consider using our online help desk or IT support phone number (ext 7099 from work) or (631.7099 from home or remote).
For more information, please consult the IT Help Desk and Phone Support document.

Crystal,

As long as this looks acceptable to Greg, I have no objections to moving forward.

djw

Attachment: TabWare Agreement (RES-2023-835 : TabWare Software Maintenance & Support Renewal CRS #4044)

David J. Willer
Director of Information Technology
Town of Amherst, New York
P: 716.631.7059
C: 716.245.3467

From: Russell, Crystal <crussell@amherst.ny.us>
Sent: Tuesday, May 16, 2023 3:11 PM
To: Willer, David <dwiller@amherst.ny.us>
Cc: Struzik, Gregory <gstruzik@amherst.ny.us>
Subject: FW: Reminder: Robertha Bird sent you "Town of Amherst Water Pollution Control_(2023-04-11)_Order Form"

Hi Dave,

Can you please review our renewal for our TabWare program? We utilize this program for purchase orders, storeroom/parts inventory and work orders here at the Plant.

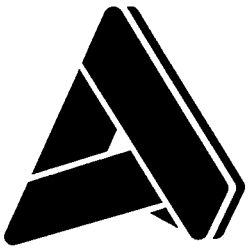
Thank you,

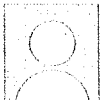
Crystal Russell
Town of Amherst WPCF, Accounts Payable
455 Tonawanda Creek Road
Amherst, NY 14228
P: 716.691.9771 ext. 8010
F: 716.691.4496
crussell@amherst.ny.us

From: Robertha Bird <notifications@send.pactsafe.com>
Sent: Tuesday, May 9, 2023 3:15 PM
To: Russell, Crystal <crussell@amherst.ny.us>
Subject: Reminder: Robertha Bird sent you "Town of Amherst Water Pollution Control_(2023-04-11)_Order Form"

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Your acceptance is requested





Robertha Bird is requesting your acceptance on one contract

Attachment: TabWare Agreement (RES-2023-835 : TabWare Software Maintenance & Support Renewal CRS #4044)

You've been requested to electronically accept "Order Form_English". Please visit the link below to review and accept the contract.

Hello Crystal,

The renewal agreement has been signed by the Aptean resource. You can download a PDF version from this link or you can send update me on the signatory in case it is not you to provide them access to sign.

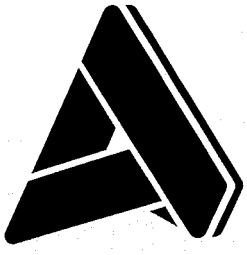
Let me know if you have questions.

***Robertha Bird** / Customer Advocate*

www.Aptean.com

Review Contract

Aptean 4325 Alexander Drive Suite 100 Alpharetta, GA 30022



Attachment: TabWare Agreement (RES-2023-835 : TabWare Software Maintenance & Support Renewal CRS #4044)

Consultant Major Exposure Addendum to Contract

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Consultants or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Consultant or sub-sub Consultant shall name the Town as an additional insured on a

Attachment: TabWare Agreement (RES-2023-835 : TabWare Software Maintenance & Support Renewal CRS #4044)

primary and non-contributory basis. Consultant shall ensure all its subconsultant s, if any, have obtained all the above insurances and shall also assure that any policy procured by any subconsultant or sub-subconsultant shall name the Town as an additional insured on a primary and non-contributory basis. A failure by Consultant to assure that any policy procured by any subconsultant or sub-subconsultant name the Town as an additional insured on a primary and non-contributory basis, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit regardless of whether the Town is successful in said suit.

(e) A failure by Consultant to procure the General Liability, Professional Liability and/or Property Damage policies referenced above, or the failure to have the Town of Amherst as an additional insured on a primary, non-contributory basis on said policies, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit and/or of the indemnification provisions regardless of whether the Town is successful in said suit.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil

Attachment: TabWare Agreement (RES-2023-835 : TabWare Software Maintenance & Support Renewal CRS #4044)

Rights Law relating to prohibition against discrimination and equal opportunity.

(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Consultant, in accordance with its status as an independent Consultant, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations 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:

Agreed to and Accepted by:

Attachment: TabWare Agreement (RES-2023-835 : TabWare Software Maintenance & Support Renewal CRS #4044)

AssetPoint LLC
Print Name of Company

By: Neil S. Goldstein
Signature

Neil S. Goldstein
Printed name

Date: 4/25/23

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: TabWare Agreement (RES-2023-835 : TabWare Software Maintenance & Support Renewal CRS #4044)

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: AssetPoint LLC

Signature: [signature]

Print Name: Neil S. Goldstein

Title: Senior Managing Counsel

Date: 4/25/23

Sworn To Before Me This

25th Day of April, 2023

[signature]

Notary Public

DAVID V CHIODO
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
My Commission Expires October 13, 2024

Revised 4.2017

Attachment: TabWare Agreement (RES-2023-835 : TabWare Software Maintenance & Support Renewal CRS #4044)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

6/20/2023

DATE (MM/DD/YYYY) 6/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1471627 Assetpoint LLC Aptean, Inc. 4325 Alexander Drive, #100 Alpharetta GA 30022	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Fire Insurance Co of Hartford — 20478 INSURER B : Allied World Assurance Company (U.S.) Inc. — 19489 INSURER C : The Continental Insurance Company — 35289 INSURER D : Transportation Insurance Company — 20494 INSURER E : INSURER F :

COVERAGES CDCSO07 **CERTIFICATE NUMBER:** 18227897 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	Y	Y	6020326922	6/20/2022	6/20/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
D	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X Comp: $100 Ded X Coll: $1,000 Ded	Y	Y	6016869558	6/20/2022	6/20/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	6016869561	6/20/2022	6/20/2023	EACH OCCURRENCE AGGREGATE	$ 20,000,000 $ 20,000,000 $ XXXXXXX
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	6016869530 (AOS) 6016869589 (CA)	6/20/2022 6/20/2022	6/20/2023 6/20/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional E&O / Cyber	N	N	0312-9221 (E&O)	6/20/2022	6/20/2023	$5M ea. claim/Agg. $250,000 Retention Retro Date: 09/01/1994	

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

Town of Amherst are Additional Insureds with respect to liability arising out of the operations of the insured and to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement(s) or policy language. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language.

CERTIFICATE HOLDER

18227897
Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION See Attachments

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

Adam D. McDonough

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Attachment: TabWare Agreement (RES-2023-835 : TabWare Software Maintenance & Support Renewal CRS #4044)

Attachment Code: D515237 Certificate ID: 18227897

CNA

Business Auto Policy
Policy Endorsement

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: APTEAN, INC.

Endorsement Effective Date: 06/20/2022

SCHEDULE
Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Attachment: TabWare Agreement (RES-2023-835 : TabWare Software Maintenance & Support Renewal CRS #4044)

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Attachment Code: D515240 Certificate ID: 18227897

CNA

Business Auto Policy
Policy Endorsement

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Attachment: TabWare Agreement (RES-2023-835 : TabWare Software Maintenance & Support Renewal CRS #4044)

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CNA

Technology General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1. Additional Insureds
2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
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9. Incidental Health Care Malpractice Coverage
10. Joint Ventures/Partnership/Limited Liability Companies
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Attachment: TabWare Agreement (RES-2023-835 : TabWare Software Maintenance & Support Renewal CRS #4044)

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CNA

Technology General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

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Miscellaneous Attachment: M513062 Certificate ID: 18227897

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E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
   b. the construction, erection, or removal of elevators; or
   c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

   The coverage granted by this paragraph does not apply to:
   a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
   b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

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I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

   a. the **Named Insured's** acts or omissions; or

   b. the acts or omissions of those acting on the **Named Insured's** behalf,

   in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:

   a. **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;

   b. any express warranty unauthorized by the **Named Insured**;

   c. any physical or chemical change in any product made intentionally by such person or organization;

   d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

   e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

   f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;

   g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or

   h. **bodily injury** or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

      (1) the exceptions contained in Subparagraphs **d.** or **f.** above; or

      (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

3. This Paragraph **J.** also does not apply:

   a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;

   b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor

   c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury**, **property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor

2. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:

   a. this **Coverage Part** provides such coverage;

   b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage; and

   c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

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Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

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4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

   a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

   b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. IN REM ACTIONS

A quasi *in rem* action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

   b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

      (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

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(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

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b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

  (1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

  (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

  when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

  (1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

  (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

  when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

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b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

- the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations; nor
- the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, then such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph **(6)** of the **Damage to Property** exclusion and replace it with the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

C. LIMITS OF INSURANCE is amended to delete Paragraph **6.** (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:

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a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and

b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is $500,000. unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:

(ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

E. This Provision **11.** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

12. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: @@@@@@@@@@@@@@@ ; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

13. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

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(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

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16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

(1) that the **Insured** would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:

(a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and

(b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

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Attachment: TabWare Agreement (RES-2023-835 : TabWare Software Maintenance & Support Renewal CRS #4044)

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Technology General Liability Extension Endorsement

17. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraphs **(3)** and **(4)** of the Exclusion entitled **Damage to Property**, but only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of $25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage, and this limit:

A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and

B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and

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Attachment: TabWare Agreement (RES-2023-835 : TabWare Software Maintenance & Support Renewal CRS #4044)

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Technology General Liability Extension Endorsement

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Attachment: TabWare Agreement (RES-2023-835 : TabWare Software Maintenance & Support Renewal CRS #4044)

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Attachment Code: D576826 Certificate ID: 18227897

PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

The "Insurer" refers to the insurer providing this insurance as set forth on the Declarations of this Policy. Words and phrases that appear in **bold** have special meaning. Refer to the section entitled **DEFINITIONS**.

I. COVERAGES

A. Coverage A - Excess Follow Form Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the applicable **underlying limits**. Coverage hereunder will attach only after the full amount of the applicable **underlying limits** have
been exhausted through payment in legal currency of covered loss under all applicable **underlying insurance** and to which this Coverage A applies.

Coverage A under this Policy will then apply in conformance with the provisions of the applicable **underlying insurance** except for the premium, limits of insurance, deductible, retentions, or any defense obligations and any other terms and conditions specifically set forth in this Policy.

Upon exhaustion of the applicable **underlying limits**, the Insurer shall only pay for **damages** in excess of the applicable **underlying limits**. This Coverage A does not provide coverage for any loss not covered by the applicable **underlying insurance** except and to the extent that such loss is not paid under the applicable **underlying insurance** solely by reason of the exhaustion of the applicable **underlying limits** through payment of loss thereunder.

This Coverage applies:

1. if the applicable **underlying insurance** is on an occurrence basis, then only if that which must take place in the policy period of the **underlying insurance** in order to trigger coverage, takes place during
2. this **policy period**; and

   a. that which must take place in the **underlying insurance** in order to trigger coverage, takes place after the retroactive date and prior to the end of the **policy period**; and

   b. the **claim** is first made during the **policy period**.

B. Coverage B - Umbrella Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the **retained**

1. that an **Insured** becomes legally obligated to pay because of **bodily injury**, **property damage** or **personal and advertising injury**; or
2. because of liability for **bodily injury** or **property damage** assumed under an **insured contract,** provided the **bodily injury** or **property damage** occurs subsequent to the execution of such **insured contract;**

and provided that:

a. the **bodily injury** or **property damage** occurs during the **policy period**;

b. the **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage**

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Attachment: TabWare Agreement (RES-2023-835 : TabWare Software Maintenance & Support Renewal CRS #4044)

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 28022 **RESOLUTION 2023-836** **ADOPTED**

UB Bike Path Closure

Authorize the closure of the Amherst Bike Path and Frontier Road between JJ Audubon Parkway and St. Rita's Lane from 6:00pm until midnight on October 13, 2023 to accommodate a fireworks display as part of UB's Homecoming Carnival.

10/2/2023
Consent

FINANCIAL IMPACT:

None

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

Suite 350 Student Union Amherst, New York 14260
(716) 645-2950 fax: (716) 645-2112 www.sa.buffalo.edu

Friday, July 19, 2023
Mary-Diana Pouli, Executive Director
Amherst Youth & Recreation Department
1615 Amherst Manor Drive
Williamsville, NY 14221
(716) 631-7132 x7532

Dear Mary-Diana,

On October 13, 2023 the University at Buffalo's Student Association will be holding its annual Carnival on the Amherst Campus. At the end of this event (approximately 9:30 – 9:45pm), we would like to fire off a 5 minute fireworks display from the University's normal firing location on Frontier road.

Our intention is to use Skylighters of Western New York as our Pyrotechnics team. We are also contracting Getzville Fire Department to assist us with the appropriate coverage.

We would like to close the section of Frontier Road that runs between the J.J. Audubon Parkway and St. Rita's Lane on campus as well as the bike path located in that area from 6pm on 10/13/2021 till the site has been cleared by University Police and the Pyrotechnics team (usually about 11:00pm).

University police will handle the actual closure of the roads and monitoring of the fireworks area until the site has been cleared by the pyrotechnics team.

If you have any further questions or concerns please contact Marc Rosenblitt, SA Entertainment Coordinator at (716) 645-8178.

Thank you,

Becky Paul Odionhin (Jul 20, 2023 13:08 EDT)

Becky Paul-Odionhin, SA President
University at Buffalo Student Association

Attachment: Fireworks letter to Town of Amherst - Homecoming 2023 (RES-2023-836 : UB Bike Path Closure)

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 28045 **RESOLUTION 2023-837** **ADOPTED**

2023-2024 Youth Development Program Agreement - CRS #4321

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Erie County (Department of Social Services) for provision of a Youth Leadership Development Program from October 1, 2023 through September 30, 2024, pending satisfactory completion of the contract routing process.

10/2/2023
Consent

FINANCIAL IMPACT:

A 7145.03089: -$48,279.00 (revenue)

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

2023-2024 YOUTH DEVELOPMENT PROGRAM AGREEMENT

THIS AGREEMENT is made as of the date of the last signature affixed hereto, by and between the County of Erie, a municipal corporation of the State of New York through the Erie County Department of Social Services, having its office at 95 Franklin Street, in the City of Buffalo, New York, hereinafter called the Department and **Town of Amherst Youth & Recreation Department**, a municipality maintaining offices at **1615 Amherst Manor Drive, Williamsville, New York 14221,** hereinafter called the Contractor.

WITNESSETH:

WHEREAS, Article 12 of the Erie County Charter has established a division of youth within the Erie County Department of Social Services; and

WHEREAS, the Contractor has submitted to the Department an application for a youth program to advance the moral, physical, mental and social well-being of the youth of the County of Erie; and

WHEREAS, the Department desires to assist the Contractor on its Youth Program, and to secure reimbursable funds therefore from the State of New York; and

WHEREAS, the Erie County Legislature has approved the Youth Program and authorized the County Executive to execute all necessary documents and agreements to implement such program.

NOW THEREFORE, it is mutually agreed between the parties as follows:

1. The New York State Office of Children & Family Services detail the program service to be rendered by the Contractor and the costs to be incurred by the Contractor in providing such service, and both become a part of this Agreement.

2. The Contractor agrees that it will comply with all provisions of the United States Constitution and of all laws of the State of New York and the County of Erie, and particularly with Section 103a and 103b of the General Municipal Law, the laws against discrimination and those regarding workers' compensation and employment disability and the New York State Office of Children & Family Services Law, and will comply with all the rules and regulations of the New York State Office of Children and Family Services and of the Comptroller of the County of Erie.

3. The Contractor agrees that the Department will not be liable for payment for any item not set forth in a Contractor line item budget or for monies expended by the Contractor beyond

Attachment: YLDP Contract 2023-2024 (RES-2023-837 : 2023-2024 Youth Development Program Agreement - CRS #4321)

the sum allocated in the program budget. Any modifications in the line item budget must be approved in advance, in writing by the Department and the New York State Office of Children and Family Services.

4. The Contractor agrees to submit to the Department on or before the fifteenth day of each succeeding quarter a report of its expenditures during the preceding quarter with verified or certified vouchers and other supporting data attached, which Quarterly Report of Expenditures must satisfy the Department that such quarterly expenditures were made in accordance with the New York State Office of Children & Families Fiscal Policies and Procedures Manual.

5. The Department reserves the right to hold or adjust the Contractor's current Reimbursement payment pending approval of the Contractor's Quarterly Report of Expenditures. The Department further reserves the right to hold or adjust the Contractor's current Reimbursement payment if the Contractor owes to the Department any monies from a previous year.

6. The Contractor agrees to refund the Department any unused amounts of Reimbursements paid to it under this agreement or determined to be inadequately or improperly accounted for in accordance with the Department, the Erie County Comptroller Audit or the New York State Office of Children & Family Services Audit.

7. The Contractor agrees to submit a final year end Expenditure Report to the Department on or before 45 (forty-five) days after the end of the program year. Any exception to this requirement requires the written approval by the Department.

8. The Contractor agrees to adhere to all requirements set forth by the Erie County Youth Bureau Policy & Procedures Manual.

9. **The Contractor shall provide the contract services in accordance with the attached program narrative and budget labeled Appendix A, attached hereto and made part hereof.**

10. ACCOUNTABILITY

The Contractor shall be fully accountable for its performance under this Contract and its officers agree to answer, under oath, all questions relative to the performance thereof, and to any transaction, act or mission, had, done or omitted in connection herewith called before any judicial county, state or federal Contractor empowered to investigate this Contract or its performance.

11. AMENDMENT

This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified

Attachment: YLDP Contract 2023-2024 (RES-2023-837 : 2023-2024 Youth Development Program Agreement - CRS #4321)

except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

12. ASSIGNMENT

The Contractor shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Contractor shall not subcontract any part of the Services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Contractor that for the purposes of this Agreement, all Services performed by a County-approved subcontractor shall be deemed Work performed by the Contractor and the Contractor shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

13. BACKGROUND CHECKS

The Contractor shall conduct a criminal history check for all prospective employees/volunteers as a condition of employment for the performance of work under this contract or any subcontract hereunder prior to any employment. Any applicant, volunteer or employee found to be a registered sex offender will be immediately removed from all work on this contract or any subcontract hereunder. In addition, contractor agrees to conduct the aforesaid criminal history check for all current and prospective employees/volunteers periodically throughout the course of their employment with the contractor. The contractor shall conduct said periodic checks no less than every 18 months for each employee/volunteer performing work under this contract or any subcontract hereunder.

14. CONFIDENTIALITY

The Contractor represents and agrees to safeguard the confidentiality of all information utilized by or in the possession of the Contractor under this Contract where such information is subject to Federal and State confidentiality statutes and regulations. Any breach of confidentiality by the Contractor, its agents or representatives pursuant to said statutes or regulations shall be cause for immediate termination of this Contract.

15. EQUIPMENT

The Contractor agrees that all equipment purchased under this Agreement with a unit cost over $200 (two hundred dollars) and/or with a useful life of more than 2 (two) years is the

Attachment: YLDP Contract 2023-2024 (RES-2023-837 : 2023-2024 Youth Development Program Agreement - CRS #4321)

property of the Department and upon the termination of this contract, the Department may request that the equipment be returned.

16. EXECUTIVE ORDER

The Contractor shall comply with Executive Order 13 (2014), and agrees to complete the Certificate collectively attached hereto and made a part hereof. The Contractor shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Contractor, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Contractor's compliance with Erie County Executive Order No. 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014), may constitute grounds for determining that the Contractor is not qualified to participate in future county contracts.

17. EXECUTORY

The contract is executory only to the extent of monies available to the Department for the performance hereof and appropriated therefore and no liability on account thereof shall be incurred by the Department beyond the monies available and appropriated for the purpose thereof.

In addition, the parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Erie County Legislature. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by the County Legislature during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

Attachment: YLDP Contract 2023-2024 (RES-2023-837 : 2023-2024 Youth Development Program Agreement - CRS #4321)

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

18. FINANCIAL RECORDS

The Contractor agrees to keep and, upon reasonable prior request, make available to the United States, the New York State Department of Temporary Assistance, the Department and the Erie County Comptroller or their designees, its financial and other records of the funds paid to it and performed by it hereunder.

The United States, the New York State Department of Temporary Assistance, the Department and the Erie County Comptroller or their designees' may, at their option, on reasonable notice, and its expenses, audit the pertinent books and records of the Contractor concerning this Contract.

Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Contractor as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

The failure of the Contractor to submit required reports as specified by the Department or as incorporated into this contract shall result in the suspension of all payments for services rendered by the Contractor pursuant to this Contract and may at the discretion of the Department result in the Department's cessation of service referrals to the Contractor until such time as the Contractor remedies said failure to the satisfaction of the Department. Reports required by the Department may be added, deleted or revised over time and these reports are deemed to be incorporated into this contractual agreement if and as they occur.

19. GOVERNING LAW

This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Erie.

If any term or provision of this Agreement is held by a court of competent jurisdiction to

Attachment: YLDP Contract 2023-2024 (RES-2023-837 : 2023-2024 Youth Development Program Agreement - CRS #4321)

be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extend permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

20. HEADINGS

The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provisions of this Agreement.

21. INDEMNIFICATION

The Contractor agrees:

a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Contractor shall indemnify and hold harmless the County and New York State, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor; and

b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

22. INDEPENDENT CONTRACTOR

The Contractor and the County agree that the Contractor and its officers, employees, agents, contractors, subcontractors, and/or consultants are independent contractors and not employees of the County or any department, Contractor, or unit thereof. In accordance with their status as independent contractors, the Contractor covenants and agrees that neither the Contractor nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, Contractor or unit thereof, and that it will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State of New York or the Department, including but not limited to Worker's Compensation coverage or retirement membership or credits.

23. INSURANCE

The Contractor agrees to procure and to maintain in force, for the duration of this Contract, such insurance naming the County of Erie as an additional insured, as is determined appropriate by the Department for the purpose of this Contract. Such coverage must be identified and entered upon the County Standard Insurance Certificate or its acceptable substitute and signed by the Contractor's insurance company, agent or broker, which shall

Attachment: YLDP Contract 2023-2024 (RES-2023-837 : 2023-2024 Youth Development Program Agreement - CRS #4321)

be subject to approval by the County Department of Law and upon approval, shall be attached to and become part of the Contract.

24. INTERPRETATION

The Contractor shall be responsible for providing interpretation services to clients, when necessary, at no additional cost to the Department.

25. LAWS APPLICABLE

The Contractor agrees to comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations. The Contractor shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and other employed to render the Services hereunder.

26. MBE/WBE PARTICIPATION

Pursuant to County of Erie Local Law No. 9, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all Departments of the County. The Contractor agrees to complete the questionnaire attached hereto and forming a part hereof entitled Business Enterprises Owned and Controlled by Persons of Color or Women and submit same as an addition to the required fourth quarter report subject to the reporting terms contained in this agreement.

27. NON-DISCRIMINATION

The Contractor expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status or any other status protected by New York State or Federal laws during the term of or in connection with this Agreement.

28. NON-REIMBURSABLE SERVICES

The Contractor certifies that the services being contracted are not otherwise available from the Contractor on a non-reimbursable basis.

29. NOTICES

All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier,

Attachment: YLDP Contract 2023-2024 (RES-2023-837 : 2023-2024 Youth Development Program Agreement - CRS #4321)

or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

Notices shall be sent to the following:

To the County Program Area:
Deputy Commissioner Youth Services
810 East Ferry Street
Buffalo, New York 14211

With a copy to:
Erie County Department of Social Services,
Office of Counsel, 95 Franklin St, Room 746
Buffalo, New York 14202

To the Contractor:

Town of Amherst Youth & Recreation Dept.
1615 Amherst Manor Drive
Williamsville, New York 14221

30. PAYMENT

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Contractor for out-of-pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Any and all requests for payment to be made, including any request for partial payment if such is permitted hereunder, shall be submitted by the Contractor on properly executed payment vouchers of the County and paid only after approval by the Commissioner. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall final payment be made to the Contractor prior to completion of all Work and the approval of same by the Commissioner. The Contractor shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Services, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Contractor exceed the not-to exceed amount set forth above.

The Department agrees to pay the Contractor for said services to be rendered for the period set forth a sum not to exceed Forty-eight Thousand Two Hundred Seventy-nine Dollars and no cents ($48,279.00). Sum shall be paid to the Contractor upon invoice to be submitted to: Erie County Youth Bureau, Secure Youth Detention

Attachment: YLDP Contract 2023-2024 (RES-2023-837 : 2023-2024 Youth Development Program Agreement - CRS #4321)

Center, 810 East Ferry Street, Buffalo, New York 14211.

31. PROCUREMENT

This is a procurement contract with Erie County through the Erie County Department of Social Services, paid for in whole or in part with Federal funds. The vendor is not considered to be a sub-recipient of Federal assistance funds for the purpose of OMB Circular A-128 and A-133.

32. TERM

The term of this Agreement shall commence on October 1, 2023 and shall terminate on September 30, 2024, unless terminated earlier pursuant to the provisions of this Agreement. The Contractor shall report to the County on its progress toward completing the Work, as the Commissioner of the Department, or his/her duly authorized designee (the "Commissioner") may request, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

33. TERMINATION

a) The County, upon thirty (30) days notice to the Contractor, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Contractor shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Contractor shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Contractor shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the Services rendered by the Contractor prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such Services rendered by the Contractor. The Contractor shall accept such reasonable and good faith determination as final.

b) The contract may be terminated immediately by ECDSS, without notice, for cause or discovery of the Contractor's non-performance or breach of this contract.

34. WAIVER

Failure of the County to insist, in any one or more instances, upon strict performances of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

Attachment: YLDP Contract 2023-2024 (RES-2023-837 : 2023-2024 Youth Development Program Agreement - CRS #4321)

IN WITNESS WHEREOF, the parties hereto have signed and executed this agreement on the date and year last written below.

APPROVED AS TO CONTENT

_____
ECDSS Program Area

DATE:_____

APPROVED AS TO FORM

BY: _____
ECDSS Office of Counsel

DATE: _____

FOR THE CONTRACTOR: _____
Signature

TITLE: _____

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

On this _____ day of _____, 20___, before me personally came _____, to me known, who, being duly sworn, did depose and say that (s)he resides in _____; that (s)he is an (the) _____ of the corporation described in and which executed the foregoing instrument; that (s)he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation; and that (s)he signed (her) his name thereto by like order.

_____
NOTARY PUBLIC

My Commission expires _____

FOR THE ERIE COUNTY DEPARTMENT OF SOCIAL SERVICES:

_____
DEPUTY COMMISSIONER-YOUTH SVCS.

DATE: _____

FOR THE COUNTY OF ERIE:

_____
MARK POLONCARZ / LISA CHIMERA
County Executive / Deputy County Executive

DATE: _____

Attachment: YLDP Contract 2023-2024 (RES-2023-837 : 2023-2024 Youth Development Program Agreement - CRS #4321)

APPENDIX A

BUDGET & NARRATIVE

(PLEASE ATTACH)

Attachment: YLDP Contract 2023-2024 (RES-2023-837 : 2023-2024 Youth Development Program Agreement - CRS #4321)

1. Organizational Mission

Vision Statement

The Amherst Youth & Recreation Department envisions Amherst as an active community where all children, adults, and families are valued, engaged, and celebrated.

Mission Statement

The mission of the Amherst Youth & Recreation Department is to serve and engage the community through partnerships and advocacy; providing quality programs, resources, and facilities in order to develop character, foster sportsmanship, and involve youth, adults and families in creating a safe and healthy town.

Core Belief Statements

The Amherst Youth & Recreation Department believes that:

- Diversity should be respected and celebrated.
- Children, adults, and families deserve a proactive community that provides opportunities to support their growth.
- Volunteerism, communication, cooperation, connectivity, and collaboration are essential to strengthening the community.
- A qualified, competent, and professional staff, combined with creativity and innovation, is essential to quality programs.
- Recognition and appreciation of volunteers and staff builds morale and improves outcomes.
- Children, adults, and families should ne valued, engaged, and celebrated as vital to the success of entire community.
- Youth development is essential to a healthy community.
- All people have strengths.
- All programs, services, and facilities must be safe,
- Everyone should model good sportsmanship and citizenship.

2. Target Population

- Number of young people to be served by proposed program: Male 250 Female 250

- Race/Ethnicity:
  Black/African American 20
  Asian 120
  American-Indian/Alaskan-Native 0
  White/Caucasian 355
  Bi-Racial/Multi-Racial 5
  Native Hawaiian/Other Pacific Islander 0

- Hispanic 10 Non-Hispanic 490

- Age range: 12-20

- Geographic location (community, neighborhood, etc.): Town of Amherst, NY

Attachment: YLDP Contract 2023-2024 (RES-2023-837 : 2023-2024 Youth Development Program Agreement - CRS #4321)

- Zip codes served include: 14221, 14226, 14051, 14068 and 14228. Young people who reside outside of the town but attend a Town of Amherst public school are also eligible to participate. This includes Tonawanda residents of the Sweet Home Central School District (14150), Cheektowaga residents of the Amherst Central School District (14225), and Clarence residents of the Williamsville Central School District (14031).

- Legislative District(s) served: 26

- Based on the previous year's program, please give the retention rate of your youth participants: approximately 80%. Most youth leave the program upon graduation from high school, although they may remain until age 20. Youth who participate in the youth employment component of the program most often leave as a result of obtaining a steady job. For youth who participate in the program solely by choice (as opposed to a school or court requirement), the retention rate is above 90%.

- Please describe what experience your organization has is serving this population, what strategies will be used to attract and retain the expected number of participants, and how attendance will be tracked.

The Amherst Youth & Recreation Department has been serving teens through leadership development programs for 50 years. The program is rooted in the Search Institute's 40 Developmental Asset framework and targets the following assets: #3 Other adult relationships, #8 Youth as resources, #9 Service to others, #16 High expectations, #18 Youth programs, #26 Caring, #28 Integrity, #30 Responsibility, #31 Restraint, #32 Planning and decision making, #35 Resistance skills, and #40 Positive view of personal future, among others.

In 2011 and 2012 (the last years of the competition), the Town of Amherst was named one of "America's 100 Best Communities for Youth", based in part on the outcome data presented by this program.

Participants are recruited in a number of ways. The Amherst Youth & Recreation Department publishes a program and services guide three times per year. The fall/winter and winter/spring distribution is 3,000 copies and the summer distribution is 10,000 copies. Information is posted on both the Town of Amherst website and the Youth & Recreation Department website. The Department maintains two Facebook pages on which information is posted, a general page and a page specific to the volunteer component of the program. Information is posted on the parent/student web portals in the public schools and sent home via flyers or a "virtual backpack" depending on the district. Private and parochial schools within the town receive a mailing at least twice per school year. Several times per year, the staff attend wellness fairs in all the town's public schools, which provides an opportunity for them to interact with students. Current program participants partner with the staff in these events so as to attract their peers.

Attachment: YLDP Contract 2023-2024 (RES-2023-837 : 2023-2024 Youth Development Program Agreement - CRS #4321)

There are also annual recognition events for program participants as well as social/ recreational opportunities for interaction and team building.

Attendance is tracked/recorded both by day and number of hours spent participating.

3. Service Categories

The Youth Leadership Development Program encompasses the following service categories:

Youth Leadership/Empowerment Opportunities
Work Readiness Supports
Career Development Supports
Mentoring Supports

4. NYS OCFS Touchstone Life Area

The Youth Leadership Development Program will target the following Touchstone Life Area:

Life Area 4CVC: Citizenship/Civic Engagement

Goal 41: Children and youth will demonstrate good citizenship as law-abiding, contributing members of their families, schools, and communities.

Objectives:
414: Children and youth will participate in family and community activities.

Services, Opportunities, and Supports:
0420: Youth Leadership/Empowerment Opportunities: programs that provide character education, leadership skills development and/or community/civic activities.

Performance Measures:
How Much:
0420A.1 # of youth participating (unduplicated)

How Well:
0420B.1 % of participants returning to the program the following year

Better Off:
0420C.2 #/% of youth with increased leadership skills (as measured on a pre/post-test of leadership skills) or skills empowering them in community engagement

5. Program Description and Details

- Program location/address: The program offices are located at 1615 Amherst Manor Drive, Williamsville, NY, 14221; however, the program operates primarily in the community, including schools, libraries, not for profits, parks, food pantries, and other locations where volunteers may be needed.

Attachment: YLDP Contract 2023-2024 (RES-2023-837 : 2023-2024 Youth Development Program Agreement - CRS #4321)

- Exact days and hours of operation of the program (in addition to including days and hours of operation in the space provided below, all applicants must attach a calendar or daily plan with times, locations, and specific activities): The program operates seven days per week, any time from 7:30am until 10:00pm. The hours of the program are responsive to both the availability of youth to participate and the needs of the community. From September to June, the program operates primarily after school and weekends, during the summer, activities may take place during the day, in the evening, on weekends, or any combination thereof.

- Exact length of time (months) youth will participate: The program operates twelve (12) months per year. Youth may participate as little or as much as they like. More than half of participants attend all year long.

- Will the program include enriching and/or educational field trips? The program does not offer traditional field trips; however, volunteers often travel into the City of Buffalo to perform community service, exploring areas which they may not traditionally visit with their families. Members also accompany children from the Amherst Youth & Recreation Department Summer Camp program on their field trips once per week.

- Is this a pilot program? No
If not, how long has the program been operating? 50 years

- What is the direct staff to participant ratio? As this is a program for teenagers, the staff to participant ratio is not mandated and varies by activity, but in all instances the program employs a two-deep leadership model. It is governed by a Child Protection Policy and all staff and volunteers are background checked. Program participants are never left unsupervised.

Direct staff include Kathy Mobarak-Miller, Asset Development Specialist, who oversees the AYC component of the program. Mrs. Mobarak-Miller is a social worker with 47 years of experience in the agency. Antonella Abbott serves as Director of Volunteers and oversees the YES component of the program. She is a licensed school counselor with 31 years of experience in the agency. Robin Erwin serves as the Employment Clerk and oversees the YouthWork$ component of the program. She is completing her ninth year with the agency and came to us with 10 years experience in private and not-for-profit settings working as an educator.

6. Program Narrative

The Youth Leadership Development Program is a program for youth ages 12 to 20 which encompasses three components: youth volunteer work through YES (Youth Engaged in Service), peer mentoring and leadership development through AYC (Amherst Youth Consortium), and youth employment through YouthWork$. Youth may participate in as many program components as they so desire.

Attachment: YLDP Contract 2023-2024 (RES-2023-837 : 2023-2024 Youth Development Program Agreement - CRS #4321)

YES provides the opportunity for young people to contribute to and participate in the community. Program participants provide service through direct interaction with children, senior citizens, low-income families, persons with a disability, and charitable organizations. AYC members are youth who have pledged to be nicotine, alcohol, and other drug-free and to be visible role models who live healthy lifestyles. Their work includes presenting information, facilitating discussions, and engaging children, youth, and adults in activities which promote wellness, asset building, and good decision making. YouthWork$ is an employment program which links Amherst residents in need of assistance in, or around their homes, with youth program participants. Jobs include light housekeeping, gardening, child care, leaf raking, shoveling snow, and pet sitting. Youth are paid minimum wage for their participation.

While program participants come from the Town of Amherst, they often assist others in high need and underserved neighborhoods, including those in the City of Buffalo. Program participants volunteer regularly with Habitat for Humanity on both the east and west sides, the Food Bank of WNY, and at numerous community events in Delaware Park. Within the town, the program assists two to three food pantries on a regular basis. The program includes participants from all socio-economic levels and transportation is provided to those who request it. In addition, scholarships are provided for educational and social/recreational events whenever possible.

The program collaborates with over 35 community agencies to offer volunteer experiences for young people. It collaborates with 23 public schools and a half dozen private and parochial schools to offer peer learning and leadership development experiences. It partners with the Town of Amherst Center for Senior Services to link seniors in need of assistance with both youth in need of employment and volunteers. It works in conjunction with numerous other Amherst Youth & Recreation Department programs that serve elementary school children by utilizing program participants as mentors. It works with the four Amherst libraries to offer programs for children and assistance with community events.

All three components of the program offer after-hours services.

The program is able to provide services to individuals with disabilities and special needs. The Department has a relationship with the International Institute of Buffalo to provide translation services if necessary, as well as access to a tele-translation service. Additionally, the membership of the program is diverse, with many bilingual students participating. These young people often provide translation services, especially at food pantry events. They also share their cultures at educational and social events.

The program has a relationship with Deaf Access Services to provide sign language interpreters. The program has a variety of adult volunteers on which to call in order to accommodate participants with developmental or physical disabilities. These volunteers provide additional support to the program staff so that participants may fully enjoy all aspects of the program. The only time that individuals with certain physical disabilities cannot be accommodated is if a resident requests a specific job (for example, mowing the

Attachment: YLDP Contract 2023-2024 (RES-2023-837 : 2023-2024 Youth Development Program Agreement - CRS #4321)

lawn) which requires adaptation beyond the scope of the program. In instances such as this, every effort is made to find the participant an alternative job in which they can excel.

7. Performance Measures

The program is evaluated annually by the Program Planning and Evaluation Committee of the Amherst Youth Board, which includes both outcome and financial reviews.

Outcomes for 2022:
- 473 distinct youth participated in the program
- more than 10,000 volunteer hours were completed.
- 100% of program participants advanced to the next grade level.
- 100% of program participants did not become teen parents.

In 2016, the program began using the Youth Leadership Assessment Survey, developed by Bart Allen Berry ©1999, 2000, 2001, 2010 of San Diego Corporate Training. In addition to assessing growth in a pre/post format, the survey can be administered in a workshop setting to include the development of a personal leadership improvement plan.

Attachment: YLDP Contract 2023-2024 (RES-2023-837 : 2023-2024 Youth Development Program Agreement - CRS #4321)

OCFS-5005 (Rev. 05/2012) FRONT

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES

PROGRAM BUDGET

QYDS ID:

FISCAL YEAR: 2024

AGENCY/MUNICIPALITY: Town of Amherst

PROGRAM TITLE: Youth Leadership Development Program

FUND TYPE:

FISCAL CONTACT INFORMATION:
Include Name, Phone Number, E-mail address:
Lynda Juul, Finance Director
(716) 631-7030 ljuul@amherst.ny.us

PERSONAL SERVICES:

POSITION TITLE	RATE OF PAY	BASIS (H, W, BW, SM)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
Asset Development Specialist	$ 57,531	Annual	$ 22,000.00	
Director of Volunteers	$ 57,531	Annual	$ 21,120.00	
Employment Clerk	$ 21.443	H	$ 5,159.00	
	$		$	
	$		$	
	$		$	
	$		$	
TOTAL SALARIES AND WAGES			$ 48,279.00	$
TOTAL FRINGE BENEFITS			$	$
TOTAL PERSONAL SERVICES (1)			$ 48,279.00	$

CONTRACTED SERVICES AND STIPENDS

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASE (S,M,HR)	TOTAL OCFS PROGRAM AMOUNT (1)	
	$		$	
	$		$	
	$			
TOTAL CONTRACTED SERVICES (2)			$ 0.00	$

TOTAL MAINTENANCE & OPERATION (3) $ 0.00 $

LIST EQUIPMENT TO BE PURCHASED OR RENTED:
(UNIT COST OVER $500 AND LIFE EXPECTANCY OF OVER TWO YEARS)

FACILITY REPAIRS

PROGRAM SITE ADDRESS		
	$	
	$	
TOTAL FACILITY REPAIRS (4)	$ 0.00	$

TOTAL OCFS PROGRAM AMOUNT $

\+ **TOTAL OCFS FUNDS** $ 48,279.00

LIST OF OTHER FUNDING SOURCES		
	$ 120,925.00	REIMBURSABLE TOTAL
	$ 72,646.00	MUNICIPAL FUNDING
	$	OTHER SOURCES

** USE AN ASTERISK NEXT TO THE FIGURES LISTED TO IDENTIFY THOSE ITEMS FOR WHICH OCFS REIMBURSEMENT IS NOT BEING REQUESTED.*
USE (IK) TO IDENTIFY ONLY IN KIND SERVICES, EQUIPMENT, ETC DONATED TO PROGRAM, WHERE ALLOWED.

Attachment: YLDP Contract 2023-2024 (RES-2023-837 : 2023-2024 Youth Development Program Agreement - CRS #4321)

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Equal Pay Law. We certify that we have not been the subject of an adverse finding under the Equal Pay Law within the previous five years and, in the alternative, if we were the subject of an adverse finding under the Equal Pay Law within the previous five years, we have annexed a detailed description of the finding(s). In addition, we have annexed a detailed description of any currently pending claims under the Equal Pay Law in which we are involved.

_____

Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:

A)

_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

OR

B)

_____, being duly sworn, states that he or she is the Name of Corporate Officer _____, of _____, Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____
Day of _____, 20__

_____

Notary Public

Attachment: YLDP Contract 2023-2024 (RES-2023-837 : 2023-2024 Youth Development Program Agreement - CRS #4321)

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability corporation, or corporation, that either:

1. Meets the following requirements:

   a. Is at least 51% owned by one or more persons of color or women;
   b. Is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
   c. In an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
   d. Is an enterprise authorized to do business in this state which is independently owned and operated.

2. Is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**

3. Is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color" as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

a. Black persons having origins in any of the Black African racial groups;
b. Hispanic persons of Mexican, Puerto Rico, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
c. Native American or Alaskan native persons having origins in any of the original peoples of North America; or
d. Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

Attachment: YLDP Contract 2023-2024 (RES-2023-837 : 2023-2024 Youth Development Program Agreement - CRS #4321)

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

X No

_____ Yes*

***IMPORTANT**: If you answered "yes" above, please indicate if you possess certification by New York State and/or the Federal government.

_____ No, I do not have government certification.

_____ Yes, I have government certification (must attach certificate).

2. If you answered "yes" above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

_____ Women

_____ Persons of Color (*please check off below all that apply*)

_____ Black persons having origins in any of the Black African racial groups

_____ Hispanic persons of Mexican, Puerto Rico, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

_____ Native American or Alaskan native persons having origins in any of the original peoples of North America

_____ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands

Name of Business Enterprise: Town of Amherst

Address: 5583 Main Street Williamsville, NY 14221

Signature: _____

_____ _____

Notary Public Date

Attachment: YLDP Contract 2023-2024 (RES-2023-837 : 2023-2024 Youth Development Program Agreement - CRS #4321)

TOWN OF AMHERST

ERIE COUNTY, NEW YORK

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7030
FAX (716) 631-7101
www.amherst.ny.us

Martin A. Polowy
Town Attorney

Elizabeth A. Burakowski
Director of Special Projects

Nicole M. Burroughs
Senior Paralegal

Samuel A. Alba
Sr. Deputy Town Attorney

Nora B. Robshaw
Sr. Deputy Town Attorney

Brittanylee Penberthy
Town Prosecutor

September 20, 2023

ECDSS, Office of Counsel
95 Franklin Street, Room 746
Buffalo, New York 14202

Attn: Jamie M. Seymour
Chief Paralegal

Re: Town of Amherst Self-Insured Status
Initial Contract YDP 10/1/23-9/30/24

Dear Ms. Seymour:

The Town of Amherst is insured for liability purposes through its own insurance reserve fund established pursuant to the provisions of §6-n of the New York General Municipal Law. Approved or appropriate claims are paid for from funds established under the terms of the program established by the Town Board pursuant to the authority of §6-n. Furthermore, on September 29, 1986, the Town Board adopted a resolution agreeing to "hold harmless" any other municipality, corporation, partnership, association, or individual that provides facilities, real property or other assets to the Town for purposes of carrying out its functions and programs. A copy of that resolution is enclosed.

Very truly yours,

/s/Martin A. Polowy

Martin A. Polowy, Esq., Town Attorney
Town Attorney's Office

MAP:rms
Enclosures

Attachment: YLDP Contract 2023-2024 (RES-2023-837 : 2023-2024 Youth Development Program Agreement - CRS #4321)

NEW YORK STATE | Workers' Compensation Board

KATHY HOCHUL
GOVERNOR

CLARISSA M. RODRIGUEZ
CHAIR

NOTICE OF COMPLIANCE
AS SELF INSURER UNDER THE NEW YORK STATE
WORKERS' COMPENSATION LAW

Name: Amherst, Town of

WCB #: W802169

Tax ID #: 16-6002157

Qual Date: 7/3/1993

The above-named employer has secured compensation to its employees as a self-insurer in the following manner:

Pursuant to Section 50, subdivisions 3 and 4 of the Workers' Compensation Law. (County, city, village, town, school district, fire district or other political subdivision)

The status of the self-insurer was effective as noted above and remains in full force.

Status Confirmed By
John Scott
8/24/2023

Attachment: YLDP Contract 2023-2024 (RES-2023-837 : 2023-2024 Youth Development Program Agreement - CRS #4321)

SEPTEMBER 29, 1986

A special meeting of the Amherst Town Board, 5583 Main Street, Williamsville, New York 14221 on Monday, September 29, 1986 at 3:30 P.M.,
Roll call: John R. Sharpe, Supervisor; Richard C. Barton, Councilman; Charles W. Moses, Councilman; Harold J. Collier, Councilman; William L Kindel, Councilman; Lynn Millane, Councilman; Lawrence Southwick, Councilman
Also present: Dolores B. Shearer, Deputy Town Clerk; James M. Nesper, Town Attorney
A motion was made by Councilman Southwick, seconded by Supervisor Sharpe to approve the following resolution:
WHEREAS, the Hartford Insurance Co. has proposed a renewal of the Town's insurance policies at an annual premium of from $1.2 million to $1.8 million and,
WHEREAS, the expected cost of a self insurance program for the Town is substantially less than the price charged by Hartford and
WHEREAS, certain insurance coverages formerly available to the Town are no longer available at any price and,
WHEREAS, the limits on coverage have been reduced and,
WHEREAS, the Town Board wishes to save the taxpayers' money and believes that the risks are acceptable in accord with the September 13 memorandum from Councilman Southwick,
NOW, THEREFORE, BE IT RESOLVED that the basic liability insurance coverages from the Hartford be canceled as of the earliest feasible date and,
BE IT FURTHER RESOLVED that the umbrella policies be canceled as of October 3, 1986 and,
BE IT FURTHER RESOLVED that the workers' compensation policies be transfered to the State Insurance Fund as soon as is feasible and,
BE IT FURTHER RESOLVED that the Supervisor be authorized to sign a contract with the Gallagher-Bassett organization, or with another firm should the Gallagher-Bassett price be too high, for claims handling and
BE IT FURTHER RESOLVED that the Town retain, where feasible, insurance coverage for buildings and contents, boilers, crime, electronic data processing equipment, papers and public officials' liability and
BE IT FURTHER RESOLVED that a fund for claims be set up in the maximum allowable amount and,
BE IT FURTHER RESOLVED that the Town Attorney be authorized to engage outside counsel to defend against actions brought against the Town where such actions would have formerly been defended by the insurance company and,
BE IT FURTHER RESOLVED that the Supervisor be authorized to seek a consulting firm specializing in loss control and prevention services to be contracted for such services.
Roll call: Southwick, aye; Sharpe, aye; Kindel, no; Millane, aye; Collier, aye; Moses, no; Barton, no. Ayes, 4 Noes, 3.
Approved.
A motion was made by Supervisor Sharpe, seconded by Councilman Kindel to approve the following reso lution:
WHEREAS, the Town Board of the Town of Amherst on the 29th day of September, 1986 by Resolution duly adopted, determined that it is no longer in the public interest for the Town of Amherst to purchase Automobile and General liability insurance coverage, and
WHEREAS, AS OF THE 3rd day of October 1986 the Town of Amherst will no longer be insured and thus be uninsured for Automobile liability and General liability, and
WHEREAS, there are numerous individuals, agencies, associations, partnerships and corporations servicing the

Attachment: YLDP Contract 2023-2024 (RES-2023-837 : 2023-2024 Youth Development Program Agreement - CRS #4321)

Town of Amherst, and/or its Special Improvement District as volunteers, and
WHEREAS, it is desirable and necessary in order to maintain the present level of services to the residents of the Town to continue to utilize the services of said volunteers,
NOW, THEREFORE, BE IT RESOLVED, that the Town of Amherst hereby holds harmless any and all individuals, associations, partnerships and corporations from any claim, action or proceeding arising out of said volunteers' services to the Town of Amherst and/or its Special Improvement District, and
BE IT FURTHER RESOLVED that the Town Attorney be authorized and directed to defend any and all said actions and proceedings as may be commenced by a third party against said volunteers, and
BE IT FURTHER RESOLVED, that the officers of the Town of Amherst be authorized and directed to take all steps necessary to carry out the intent and purpose of this resolution.
Roll call: Sharpe, aye; Kindel, aye; Moses, aye; Barton, aye; Millane, aye; Southwick, aye; Collier, aye. Ayes, 7; Noes, 0. Approved.
A motion was made by Councilman Southwick, unanimously seconded to approve the following resolution:
WHEREAS, the Town Board of the Town of Amherst on the 29th day of September, 1986 by Resolution duly adopted, determined that it is no longer in the public interest for the Town to purchase Automobile and General liability insurance coverage, and
WHEREAS, the Town of Amherst has utilized from time to time facilities, real property and assets of other municipalities, corporations partnerships, associations, and individuals in order to carry out various Town of Amherst functions and programs and
WHEREAS, it is necessary to continue to utilize said real and personal property of said entities so as to maintain the present level of services to the residents of the Town of Amherst, and
WHEREAS, as part of the consideration for the use of said real and/or personal property it has been necessary to provide a certificate of insurance naming said entities as a party insured
NOW, THEREFORE, BE IT RESOLVED, that the Supervisor with the assistance of the Town Attorney be authorized and directed to enter into "save harmless" agreements with said municipalities, corporations Partnerships, associations and individuals for the purpose of continuing to utilize said entities real or personal property for various functions and programs sponsored and administered by the Town of Amherst and/or its Special Improvement Districts. and
BE IT FURTHER RESOLVED, that the Supervisor and Town Attorney take all other necessary steps to carry out the intent and purpose of this Resolution.
Roll call: Southwick, aye; Sharpe. aye, Moses, aye; Barton, aye; Collier. aye, Millane, aye; Kindel, aye. Ayes, 7; Noes, 0. Approved.
Adjourn: 4:30 P.M.
Dolores B. Schearer
Deputy Town Clerk
Town of Amherst,
Erie County New York

Attachment: YLDP Contract 2023-2024 (RES-2023-837 : 2023-2024 Youth Development Program Agreement - CRS #4321)

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 28047 **RESOLUTION 2023-838** **ADOPTED**

Child Day Care Services Agreement - CRS #4328

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Erie County (Department of Social Services) to receive reimbursement for afterschool child care services for eligible students, pending successful completion of the contract routing process.

10/2/2023
Consent

FINANCIAL IMPACT:

A 7145.02070 : Revenue TBD

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

County of Erie
Contract No.: DC 2304
Contract Period: 09/01/23 – 08/31/24
Comptroller's No.: 23-3806-SW
Tax ID No.: X 16-6002157

AGREEMENT

BY AND BETWEEN

THE COUNTY OF ERIE THROUGH
THE ERIE COUNTY DEPARTMENT
OF SOCIAL SERVICES

AND

TOWN OF AMHERST
YOUTH BOARD

FOR THE PURCHASE OF

Child Day Care Services

Attachment: Afterschool Child Care Reimbursement Contract (RES-2023-838 : Child Day Care Services Agreement - CRS #4328)

CONTRACT FOR PURCHASE OF CHILD DAY CARE SERVICE

This Contract (also referred to as Agreement) is made as of the date of the last signature affixed hereto, by and between the County of Erie through the Erie County Department of Social Services, hereinafter "the Department", with offices at 95 Franklin Street, Buffalo, New York 14202, and **Town of Amherst Youth Board** hereinafter "the Contractor" with offices located at **4255 Harlem Rd. Amherst, NY 14226, 5005 Sheridan Dr, Williamsville, NY 14221, 730 Hopkins Rd. Williamsville, NY 14221 & 1615 Amherst Manor Dr. Williamsville, NY 14221.**

WITNESSETH:

WHEREAS, the Department is authorized pursuant to section 410 of the Social Services Law of the State of New York to provide subsidized Child Day Care Services at public expense for eligible children pursuant to criteria established by the New York State Office of Children and Family Services, hereinafter "NYSOCFS" and

WHEREAS, the Contractor herein is authorized to provide Child Day Care Services pursuant to a registration issued by the NYSOCFS; and

WHEREAS, the Department believes in the importance of education and early intervention in the early development of its youngest residents. The contract is encouraged to make every effort possible to provide developmental screenings and quality educational opportunities for the children in their care. The Department also recommends the Contractor to take advantage of available resources in an effort to prepare the child for their formal educational experiences; and

WHEREAS, it is both administratively and economically feasible for the Department to contract for these services, and

NOW, THEREFORE, the parties hereto do covenant and agree as follows:

Attachment: Afterschool Child Care Reimbursement Contract (RES-2023-838 : Child Day Care Services Agreement - CRS #4328)

1. **ACCOUNTABILITY**

The Contractor shall be fully accountable for its performance hereunder and agrees for itself, its officers and its employees to answer under oath all questions relevant to the performance thereof and to any transaction, act or omission in connection therewith if called before any judicial, county, state or federal agency empowered to investigate the Contract or its performance.

2. **AMENDMENT**

This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

3. **ASSIGNMENT**

The Contractor shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Contractor shall not subcontract any part of the Services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Contractor that for the purposes of this

Attachment: Afterschool Child Care Reimbursement Contract (RES-2023-838 : Child Day Care Services Agreement - CRS #4328)

Agreement, all Services performed by a County-approved subcontractor shall be deemed Work performed by the Contractor and the Contractor shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

4. **BACKGROUND CHECKS**

The Contractor shall comply with all requirements of the New York State Office of Children and Family Services (OCFS) relative to the new comprehensive background checks, as required by the Child Care and Development Block Grant Act (CCDBG) and New York Social Services Law, effective September 25, 2019.

Said compliance includes timely completion and submission of the OCFS-6000 packet, and any additional forms described therein as required for your day care center. Background check will include fingerprinting of all owners, operators, employees, teachers and volunteers in your day care center. Once individuals complete the screening required under CCDBG and they are approved for their roles, the approval is valid for up to five (5) years unless they cease work in any program for more than 180 days, or a new issue emerges in their background check.

For questions regarding the OCFS required background checks, or instructions for completing same, please contact your OCFS Licensor. Additional information can also be found at https://ocfs.ny.gov/programs/childcare/ccdbg/.

5. **CONFIDENTIALITY**

The Contractor represents and agrees to safeguard the confidentiality of all information utilized by or in the possession of the Contractor under this Contract where such information is subject to Federal and State confidentiality statutes and regulations. Any breach of confidentiality by the Contractor, its agents or representatives pursuant to said statutes or regulations shall be cause for immediate termination of this Contract.

Attachment: Afterschool Child Care Reimbursement Contract (RES-2023-838 : Child Day Care Services Agreement - CRS #4328)

6. **CONTRACTOR RESPONSIBILITIES**

a. The Contractor undertakes and agrees to furnish Child Day Care Services to the Department in accordance with the terms of its State-issued registration and in compliance with all pertinent statutes, regulations and standards thereto.

b. The Contractor shall complete and retain for a period of six (6) years, in an accessible, chronologically organized and legible manner, signed Child Day Care agreements covering each child enrolled for Child Day Care Services. These agreements shall include the following:

i. Child Day Care rate;

ii. Method of payment;

iii. List of services to be provided;

iv. Full or part-time care.

Records of daily Child Day Care attendance and transportation service for these same children are also subject to this requirement.

c. **Contractor shall participate in the NYS Child Care Time and Attendance (CCTA) automated attendance module upon implementation of the system in March 2011 and thereafter. The automated attendance module of CCTA is a web-based system and requires the contractor to have access to a personal computer (PC) with internet capacity. The contractor shall provide educational activities for the children in care and participate in professional development as outlined in the OCFS regulations.**

d. The total payment by the Department and, if applicable, the fee paid by the parent of the child, shall not exceed the negotiated final child day care rate contained in the Schedule of Maximum Reimbursement Rates attached hereto and made a part

Attachment: Afterschool Child Care Reimbursement Contract (RES-2023-838 : Child Day Care Services Agreement - CRS #4328)

hereof, Appendix A, and shall constitute payment in full for child day care services rendered under this Contract.

e. The cost of transportation is included in the negotiated final rate and shall be provided to a child under this Contract to the same extent that it is provided to other purchasers of equal care.

f. Payments made under this Contract shall not exceed the actual cost of such care and shall not exceed the amount to be charged to other purchasers of equal care.

g. The Contractor shall timely submit its claims for **payment through CCTA attendance submittal** or on a voucher or other forms satisfactory to the Department for the purpose of this Contract. The Contractor shall be responsible for requesting, in writing, a voucher authorizing payment within **ninety (90) days** from the beginning of service delivery **date** in a given case, if such a voucher has not been received by that date. The Department shall in no event be legally responsible for the payment for any services provided where the Contractor has not requested, in writing, **(attendance or voucher submission) payment for services within ninety (90) days of the beginning of the service dates.** When the Contractor has received a voucher authorizing payment the Contractor shall review it and return it to the Department for payment as soon as possible. The Department shall in no event be legally responsible for the payment for any services provided where the Contractor returned said voucher to the **Department later than ninety (90) days after the issuance** of said voucher. The Department shall in no event be legally responsible to adjust a payment already made where the Contractor has not requested, in writing, an adjustment to that payment within ninety (90) days of the date that payment was issued by the Department.

Attachment: Afterschool Child Care Reimbursement Contract (RES-2023-838 : Child Day Care Services Agreement - CRS #4328)

7. **DEPARTMENT RESPONSIBILITIES**

a. The total payment by the Department and, if applicable, the fee paid by the parent of the child, shall not exceed the negotiated final child day care rate contained in the Schedule of Maximum Reimbursement Rates and shall constitute payment in full for child day care services rendered under this Contract.

b. The Department may conduct periodic unscheduled or scheduled on-site reviews of the Contractor's Child Day Care facilities, programs and records as deemed necessary. The purpose of these on-site reviews is to make certain that facilities identified in the contract meet the minimum standards for operation as defined in Part 400 of Title 18 of the "Official compilation of Codes, Rules and Regulations of the State of New York", and to ensure that all records are accurate, chronologically organized, legible and up to date. The Department need not give the Contractor prior notice of said review.

c. The cost of transportation is included in the negotiated final rate and shall be provided to a child under this Contract to the same extent as to other purchasers of care.

8. **EXECUTIVE ORDER**

The Agency shall comply with Executive Order 13 (2014), and agrees to complete the Certificate collectively attached hereto and made a part hereof. The Agency shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Agency, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's

Attachment: Afterschool Child Care Reimbursement Contract (RES-2023-838 : Child Day Care Services Agreement - CRS #4328)

compliance with Erie County Executive Order No. 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014), may constitute grounds for determining that the Agency is not qualified to participate in future county contracts.

9. **EXECUTORY CLAUSE**

The contract is executory only to the extent of monies available to the Department for the performance hereof and appropriated therefore and no liability on account thereof shall be incurred by the Department beyond the monies available and appropriated for the purpose thereof.

In addition, the parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by the Erie County Legislature. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by the County Legislature during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of

Attachment: Afterschool Child Care Reimbursement Contract (RES-2023-838 : Child Day Care Services Agreement - CRS #4328)

any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

10. **GOVERNING LAW**

This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Erie.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted

Attachment: Afterschool Child Care Reimbursement Contract (RES-2023-838 : Child Day Care Services Agreement - CRS #4328)

by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

11. **HEADINGS**

The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provisions of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Attachment: Afterschool Child Care Reimbursement Contract (RES-2023-838 : Child Day Care Services Agreement - CRS #4328)

* 4255 Harlem Rd.

12. **HOLIDAY CLOSINGS/HOURS/CENTER INFORMATION**

a. **Closings: (Check all that apply)**

☐ **OPEN ALL HOLIDAYS**

☒ **NEW YEAR'S EVE** ☒ **MEMORIAL DAY** ☒ **VETERAN'S DAY**
☒ **NEW YEAR'S DAY**

☒ **M.L. KING DAY** ☒ **INDEPENDENCE DAY** ☒ **THANKSGIVING**
☒ **& DAY AFTER**

☒ **GOOD FRIDAY** ☒ **LABOR DAY** ☒ **CHRISTMAS EVE**
☒ **CHRISTMAS DAY**

☒ **PRESIDENTS DAY** ☒ **COLUMBUS DAY** ☒ **ELECTION DAY**

☒ **OTHER (Please Specify)** Juneteenth

b. **Hours of Operation**

2:00 **to** 6:00 ☒ **Weekdays** ☐ **Weekends**

c. **Capacity** 110 10:30am-6:00pm on school half days

d. **Transportation** ☐ **Yes** ☒ **No**

e. **Ages** 5-11

f. **Contact Phone Number** (716) 631-7208

g. **Director's Name** Marcelle A. Simpson

Contact's Name and Phone # Janice Zapfel (716) 631-7132 x7511

Email Address jzapfel@amherst.ny.us

Attachment: Afterschool Child Care Reimbursement Contract (RES-2023-838 : Child Day Care Services Agreement - CRS #4328)

* 5665 Sheridan Dr.

12. **HOLIDAY CLOSINGS/HOURS/CENTER INFORMATION**

a. **Closings: (Check all that apply)**

☐ **OPEN ALL HOLIDAYS**

☒ **NEW YEAR'S EVE** ☒ **MEMORIAL DAY** ☒ **VETERAN'S DAY**
☒ **NEW YEAR'S DAY**

☒ **M.L. KING DAY** ☒ **INDEPENDENCE DAY** ☒ **THANKSGIVING**
☒ **& DAY AFTER**

☒ **GOOD FRIDAY** ☒ **LABOR DAY** ☒ **CHRISTMAS EVE**
☒ **CHRISTMAS DAY**

☒ **PRESIDENTS DAY** ☒ **COLUMBUS DAY** ☒ **ELECTION DAY**

☒ **OTHER (Please Specify)** Juneteenth

b. **Hours of Operation**

2:00 PM **to** 6:00 PM ☒ **Weekdays** ☐ **Weekends**

c. **Capacity** 65 10:30am-6:00pm on school half days

d. **Transportation** ☐ **Yes** ☒ **No**

e. **Ages** 5-11

f. **Contact Phone Number** (716) 633-8117

g. **Director's Name** Andrew J. Sember

Contact's Name and Phone # Jania Zapfel (716)631-7132 x751

Email Address jzapfel@amherst.ny.us

Attachment: Afterschool Child Care Reimbursement Contract (RES-2023-838 : Child Day Care Services Agreement - CRS #4328)

*730 Hopkins Rd.

12. **HOLIDAY CLOSINGS/HOURS/CENTER INFORMATION**

a. **Closings: (Check all that apply)**

☐ **OPEN ALL HOLIDAYS**

☒ **NEW YEAR'S EVE** ☒ **MEMORIAL DAY** ☒ **VETERAN'S DAY**
☒ **NEW YEAR'S DAY**

☒ **M.L. KING DAY** ☒ **INDEPENDENCE DAY** ☒ **THANKSGIVING**
☒ **& DAY AFTER**

☒ **GOOD FRIDAY** ☒ **LABOR DAY** ☒ **CHRISTMAS EVE**
☒ **CHRISTMAS DAY**

☒ **PRESIDENTS DAY** ☒ **COLUMBUS DAY** ☒ **ELECTION DAY**

☒ **OTHER (Please Specify)** Juneteenth

b. **Hours of Operation**

2:00 PM **to** 6:00 PM ☒ **Weekdays** ☐ **Weekends**

c. **Capacity** 44

10:30 am - 6:00pm on school half days

d. **Transportation** ☐ **Yes** ☒ **No**

e. **Ages** 5-11

f. **Contact Phone Number** (716) 689-1404

g. **Director's Name** Jennifer Reed

Contact's Name and Phone # Janica Zapfel (716) 631-7132 x 7511

Email Address jzapfel@amherst.ny.us

Attachment: Afterschool Child Care Reimbursement Contract (RES-2023-838 : Child Day Care Services Agreement - CRS #4328)

* 1615 Amherst Manor Dr.

12. **HOLIDAY CLOSINGS/HOURS/CENTER INFORMATION**

a. **Closings: (Check all that apply)** Site Closed 9/23

☐ **OPEN ALL HOLIDAYS**

☐ **NEW YEAR'S EVE** ☐ **MEMORIAL DAY** ☐ **VETERAN'S DAY**
☐ **NEW YEAR'S DAY**

☐ **M.L. KING DAY** ☐ **INDEPENDENCE DAY** ☐ **THANKSGIVING**
☐ **& DAY AFTER**

☐ **GOOD FRIDAY** ☐ **LABOR DAY** ☐ **CHRISTMAS EVE**
☐ **CHRISTMAS DAY**

☐ **PRESIDENTS DAY** ☐ **COLUMBUS DAY** ☐ **ELECTION DAY**

☐ **OTHER (Please Specify)** _____

b. **Hours of Operation**

_____ **to** _____ ☐ **Weekdays** ☐ **Weekends**

c. **Capacity** _____

d. **Transportation** ☐ **Yes** ☐ **No**

e. **Ages** _____

f. **Contact Phone Number** _____

g. **Director's Name** _____

Contact's Name and Phone # _____

Email Address _____

Attachment: Afterschool Child Care Reimbursement Contract (RES-2023-838 : Child Day Care Services Agreement - CRS #4328)

13. **INDEMNIFICATION**

The Contractor agrees:

a. that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Contractor shall indemnify and hold harmless the County and New York State, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor; and

b. to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

14. **INDEPENDENT CONTRACTOR**

The Contractor and the County agree that the Contractor and its officers, employees, agents, contractors, subcontractors, and/or consultants are independent contractors and not employees of the County or any department, agency, or unit thereof. In accordance with their status as independent contractors, the Contractor covenants and agrees that neither the Contractor nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof, and that it will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State of New York or the Department, including but not limited to Worker's Compensation coverage or retirement membership or credits.

Attachment: Afterschool Child Care Reimbursement Contract (RES-2023-838 : Child Day Care Services Agreement - CRS #4328)

15. **INSURANCE**

The Contractor agrees to procure and to maintain in force, for the duration of this Contract, such insurance naming the County of Erie as an additional insured, as is determined appropriate by the Department for the purpose of this Contract. Such coverage must be identified and entered upon the County Standard Insurance Certificate or its acceptable substitute and signed by the Contractor's insurance company, agent or broker, which shall be subject to approval by the County Department of Law and upon approval, shall be attached to and become part of the Contract.

16. **LAWS APPLICABLE**

The Contractor agrees to comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations. The Contractor shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and other employed to render the Services hereunder.

17. **MBE/WBE PARTICIPATION**

Pursuant to County of Erie Local Law No. 9, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all Departments of the County. **The Contractor agrees to complete the questionnaire attached hereto and forming a part hereof entitled Business Enterprises Owned and Controlled by Persons of Color or Women.**

18. **NON-DISCRIMINATION**

The Contractor expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any

Attachment: Afterschool Child Care Reimbursement Contract (RES-2023-838 : Child Day Care Services Agreement - CRS #4328)

employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status or any other status protected by New York State or Federal laws during the term of or in connection with this Agreement.

19. **NON-REIMBURSABLE SERVICES**

The Contractor certifies that the services being contracted are not otherwise available from the Contractor on a non-reimbursable basis.

20. **PAYMENT**

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Contractor for out-of-pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Any and all requests for payment to be made shall be submitted by the Contractor in the manner described by the Department. In no event shall final payment be made to the Contractor prior to completion of all Work and the approval of same by the Commissioner. The Contractor shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Services, unless specific additional charges are expressly permitted under this Agreement.

21. **PAYMENT FOR TEMPORARY ABSENCE:**

Per regulation 18 NYCRR Part 415.6(b), effective 12/01/2021 the Department shall pay the Contractor for child care services for children who are temporarily absent from the Contractor:

a. 24 absences per State fiscal year (April 1st-March 31st) regardless of the reason for the temporary absence. The department has elected to give an additional 24 absences

Attachment: Afterschool Child Care Reimbursement Contract (RES-2023-838 : Child Day Care Services Agreement - CRS #4328)

for a total of 48 absences between 12/01/21 – 03/31/2022. Effective 04/01/2022, the Department has elected to give an additional 36 absences for a total of 60 absences per State fiscal year.

b. The Contractor shall timely submit claims to the Department on such forms and in such manner as the Department prescribes.

c. The Contractor certifies that it requires the parents whose child care costs are not paid by or subsidized by the Department to make payments for days when their children are absent from care.

d. be open and available to provide care on the day the child is absent.

22. **PREVAILING AGREEMENT**

In the event of any conflict between this Agreement/Contract (or any portion thereof) and any other Agreement/Contract between the Contractor and their customer, now existing or hereafter entered into, the terms of this Agreement/Contract shall prevail, take precedent and supersede the conflicting term(s) of the Agreement/Contract between the Contractor and their customer.

23. **PROCUREMENT**

This is a procurement contract with Erie County through the Erie County Department of Social Services, paid for in whole or in part with Federal funds. The vendor is not considered to be a subrecipient of Federal assistance funds for the purpose of OMB Circular A-128 and A-133.

24. **RECORDS**

a. The Contractor agrees to keep and upon request, make available to the Department, the Erie County Comptroller, the NYSOCFS and Federal personnel when Federal

Attachment: Afterschool Child Care Reimbursement Contract (RES-2023-838 : Child Day Care Services Agreement - CRS #4328)

funds are being utilized, any and all books, records, documents, and other evidence and records of the funds paid to it and the services performed by it hereunder.

b. The Contractor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at a time prescribed by and on forms furnished by the Department.

c. The Contractor agrees to retain any and all books, records and other documents relevant to this Contract for six (6) years after the final payment for said services and said materials shall be subject to audit at any time during said six (6) year period.

25. **TERM**

a. **This Contract shall run from the first day of September, 2023 through the last day of August, 2024.**

b. The parties hereto agree to renegotiate this Contract in the event that the Department of Health and Human Services, and/or the NYSOCFS issue new or revised requirements to the Department as a condition for receiving continued Federal and/or State reimbursement.

c. This Contract is deemed executory only to the extent that monies are available to the Department and NYSOCFS in the year for the performance thereof and appropriated therefore and the Department and/or the NYSOCFS shall incur no other liability on account of the Contract.

26. **TERMINATION**

a. This Contract may be terminated at any time by the Department, without notice, upon discovery of Contractor's non-performance or other breach of this Contract.

Attachment: Afterschool Child Care Reimbursement Contract (RES-2023-838 : Child Day Care Services Agreement - CRS #4328)

b. Either party may terminate this Contract for other cause or reason upon thirty (30) days prior written notice to the other.

27. **WAIVER**

Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

[END TEXT]

Revised Oct 2019

Attachment: Afterschool Child Care Reimbursement Contract (RES-2023-838 : Child Day Care Services Agreement - CRS #4328)

IN WITNESS whereof, the parties have executed this Contract on the day and year last written below.

APPROVED AS TO CONTENT:

_____
ECDSS Program Area

DATE: _____

APPROVED AS TO FORM:
ECDSS Office of Counsel

_____
ECDSS Attorney

DATE:_____

FOR THE CONTRACTOR: X _____
Signature

TITLE: X _____

STATE OF NEW YORK)
COUNTY OF ERIE)

On this ____ day of _____, 20___, before me personally came _____, to me known, who, being duly sworn, did depose and say that (s)he resides in _____; that (s)he is an (the) _____of the corporation described in and which executed the foregoing instrument; that (s)he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation; and that (s)he signed (her) his name thereto by like order.

X _____
NOTARY PUBLIC

FOR THE DEPARTMENT OF SOCIAL SERVICES:

_____
FIRST DEPUTY COMMISSIONER
Date_____

FOR THE COUNTY OF ERIE:

_____
MARK POLONCARZ / LISA CHIMERA
County Executive / Deputy County Executive

Date_____

Attachment: Afterschool Child Care Reimbursement Contract (RES-2023-838 : Child Day Care Services Agreement - CRS #4328)

APPENDIX A

SCHEDULE OF MAXIMUM REIMBURSEMENT RATES UNDER THIS CONTRACT

AGE	MAXIMUM RATE (Erie)	PROVIDER'S RATE	NEGOTIATED FINAL RATE (To be completed by Social Services)
Weekly Rate: (30 hours or more per week)			
0 - 1.5	340.00	N/A	
1.5 - 2	320.00	N/A	
2 - 3	320.00	N/A	
3 - 5	300.00	175.00	
6 - 12	265.00	175.00	
Daily Rate: (6 or more hours per day)			
0 - 1.5	70.00	N/A	
1.5 - 2	68.00	N/A	
2 - 3	68.00	N/A	
3 - 5	64.00	35.00	
6 - 12	57.00	35.00	
Part Day Rate: (less than 6 hours per day)			
0 - 1.5	47.00	N/A	
1.5 - 2	45.00	N/A	
2 - 3	45.00	N/A	
3 - 5	43.00	17.50	
6 - 12	38.00	17.50	

We are unable to accept the contract if additional information is included on Appendix A, other than the requested rates.
REGULATION 415.6 Payments made under this contract shall not exceed the actual cost of such care and shall not exceed the amount to be charged to other purchasers of equal care. The Contractor shall impose no fees other than those specified in the Contract.
IF YOU PROVIDE A DISCOUNT FOR MULTIPLE CHILDREN IN THE SAME FAMLY, ENTER PERCENTAGE OF DISCOUNT HERE ___%. PLEASE NOTE: IF YOU OFFER MULTIPLE PERCENTAGES FOR MULTIPLE CHILDREN, DSS WILL CALCULATE RATE USING HIGHEST PERCENTAGE OF DISCOUNT, AS CCTA IS ONLY ABLE TO ACCEPT ONE DISCOUNT LEVEL RATES ARE CONTINGENT UPON AVAILABILTY OF FUNDS. Reference: NYS Code Rules and Regulations

NAME OF PROVIDER: X Town of Amherst Youth Board

ECDSS Negotiated Rates By:_____ **Date**_____
Print Name_____ **Title:**_____

Rev 06/2022

Attachment: Afterschool Child Care Reimbursement Contract (RES-2023-838 : Child Day Care Services Agreement - CRS #4328)

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law. We certify that we have not been the subject of an adverse finding under the Equal Pay Law within the previous five years and, in the alternative, if we were the subject of an adverse finding under the Equal Pay Law within the previous five years, we have annexed a detailed description of the finding(s). In addition, we have annexed a detailed description of any currently pending claims under the Equal Pay Law in which we are involved.

X _____
Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:

X A)
_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

OR

X B)
_____, being duly sworn, states that he or she is the _____ (Title of Corporate Officer), of _____ (Name of Corporation), the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____
day of _____, 20___

X _____
Notary Signature

Attachment: Afterschool Child Care Reimbursement Contract (RES-2023-838 : Child Day Care Services Agreement - CRS #4328)

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability corporation, or corporation, that either:

1. Meets the following requirements:

   a. Is at least 51% owned by one or more persons of color or women;
   b. Is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
   c. In an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
   d. Is an enterprise authorized to do business in this state which is independently owned and operated.

2. Is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**

3. Is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color" as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

a. Black persons having origins in any of the Black African racial groups;
b. Hispanic persons of Mexican, Puerto Rico, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
c. Native American or Alaskan native persons having origins in any of the original peoples of North America; or
d. Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

Attachment: Afterschool Child Care Reimbursement Contract (RES-2023-838 : Child Day Care Services Agreement - CRS #4328)

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

X No

_____ Yes*

*IMPORTANT: If you answered "yes" above, please indicate if you possess certification by New York State and/or the Federal government.

_____ No, I do not have government certification.

_____ Yes, I have government certification (must attach certificate).

2. If you answered "yes" above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

_____ Women

_____ Persons of Color (*please check off below all that apply*)

_____ Black persons having origins in any of the Black African racial groups

_____ Hispanic persons of Mexican, Puerto Rico, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

_____ Native American or Alaskan native persons having origins in any of the original peoples of North America

_____ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands

Name of Business Enterprise: X Town of Amherst Youth Board

Address: X 1615 Amherst Manor Drive
Williamsville, NY 14221

Signature: X _____

X _____ _____
Notary Public Date

Attachment: Afterschool Child Care Reimbursement Contract (RES-2023-838 : Child Day Care Services Agreement - CRS #4328)

DAY CARE REQUEST FOR WAIVER OF AUTOMOBILE INSURANCE COVERAGE

STATE OF NEW YORK:
COUNTY OF ERIE: SS:

X Brian J. Kulpa, Town of Amherst, **being duly sworn, deposes and says that:**

1. ~~Your deponent~~ is the owner/operator of a Day Care Center known as X Amherst Youth Board, which is located at X 1615 Amherst Manor Dr. Williamsville, NY 14221. Town of Amherst

2. ~~Your deponent~~ has entered into a contract with the County of Erie, through the Erie County Department of Social Services, for the provision of day care services. Insurance Requirements of that contract are that an automobile policy of insurance be obtained by the Day Care Center; that certain limits of automobile insurance be obtained and maintained; that the County of Erie appear as an additional named insured on the automobile policy; and that the County of Erie be defended and held harmless in the event of any and all claims arising from an "automobile" claim. Town of Amherst

3. ~~Your deponent~~ states that the Day Care Center, known as X Amherst Youth Board as part of its operations, does not and will not transport children in its care, for any reason whatsoever.

4. Since the children in the care of the aforementioned Day Care Center are not and will not be transported by the Center, a request is hereby made that the requirements of automobile insurance coverage be waived for this contract year. Town of Amherst

5. ~~Your deponent~~ agrees and understands that if the waiver is granted by the County of Erie, and if a child or children is (are) transported in contravention of these assertions to the contrary, then your deponent will be personally liable and responsible for any and all personal and/or property damages incurred as a result of said transportation. Town of Amherst

6. Furthermore, ~~your deponent~~ agrees to provide a full and complete defense and indemnification to the County of Erie, in the event that any child or children being transported by the Day Care Center is (are) injured in any way, and a claim arises for that injury. Town of Amherst

7. Finally, ~~your deponent~~ agrees and understands that the defense and indemnification requirements described herein are personal and are in addition to any defense and indemnification which may be provided by the Day Care Center itself.

8. This statement is made with the knowledge that the County of Erie, through the Erie County Department of Social Services, will rely upon the statements made herein in the decision to either grant or deny this request for a Waiver of the Requirement of Automobile Insurance Coverage.

By: X
Supervisor **(Signature)** Town of Amherst

Sworn to before me this _____
day of _____, 20____.

Notary Public X

Attachment: Afterschool Child Care Reimbursement Contract (RES-2023-838 : Child Day Care Services Agreement - CRS #4328)

New York State Office of Children and Family Services

School-Age Child Care Registration

This registration certifies that

Town of Amherst Youth Board

may provide child care located at

Harlem Road Community Center 4255 Harlem Road -- Amherst, NY 14226 -- (716) 631-7208

Site Supervisor - Alan L. Laudico

Program Director - Marcelle A. Simpson

in the following capacity (effective 05/10/2022)

110 School-Aged Children

This program must be in compliance with the regulations of this Office and all other applicable laws and regulations.

Registration Effective 12/01/2022 -- Registration Expires 11/30/2026

This facility is approved to administer medications.

This registration must be openly displayed in the program for which it was issued. It is the property of the New York State Office of Children and Family Services and must be returned when the registration expires or is revoked.

EXCELSIOR

Registration ID# 00041820SACC

Susan M. Forcucci

Authorized Signature:

Susan Forcucci

Parents/guardians are welcome to contact the New York State Office of Children and Family Services, Division of Child Care Services, at (716) 847-3828 or (800) 732-5207 with any concerns or questions about child day care.

New York State Office of Children and Family Services

School-Age Child Care Registration

This registration certifies that

Town of Amherst Youth Board

may provide child care located at

Williamsville Youth & Family Center 5005 Sheridan Drive -- Williamsville, NY 14221 -- (716) 633-8117

Program Director - Andrew J. Sember

in the following capacity (effective 11/01/2022)

44 School-Aged Children

This program must be in compliance with the regulations of this Office and all other applicable laws and regulations.

Registration Effective 09/01/2023 -- Registration Expires 08/31/2027

This facility is approved to administer medications.

This registration must be openly displayed in the program for which it was issued. It is the property of the New York State Office of Children and Family Services and must be returned when the registration expires or is revoked.

Registration ID# 00231068SACC

Susan M. Forcucci

Authorized Signature:

Susan Forcucci

Parents/guardians are welcome to contact the New York State Office of Children and Family Services, Division of Child Care Services, at (716) 847-3828 or (800) 732-5207 with any concerns or questions about child day care.

New York State Office of Children and Family Services

School-Age Child Care Registration

This registration certifies that

Town of Amherst Youth Board

may provide child care located at

730 Hopkins Road -- Williamsville, NY 14221 -- (716) 689-1404

Program Director - Jennifer L. Reed

in the following capacity (effective 08/24/2022)

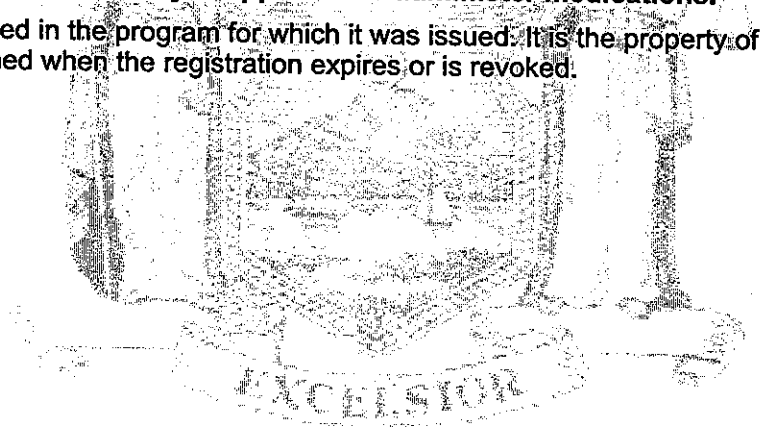
44 School-Aged Children

This program must be in compliance with the regulations of this Office and all other applicable laws and regulations.

Registration Effective 09/01/2022 -- Registration Expires 08/31/2026

This facility is approved to administer medications.

This registration must be openly displayed in the program for which it was issued. It is the property of the New York State Office of Children and Family Services and must be returned when the registration expires or is revoked.



Registration ID#
00042243SACC

Susan M. Forcucci

Authorized Signature:

Susan Forcucci

Parents/guardians are welcome to contact the New York State Office of Children and Family Services, Division of Child Care Services, at (716) 847-3828 or (800) 732-5207 with any concerns or questions about child day care.

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 28050 **RESOLUTION 2023-839** **ADOPTED**

Service Agreement - DFC Grant - CRS #4334

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and The Prevention Council of Erie County for work related to Year 3 of the town's Drug Free Communities Grant, pending successful completion of the contract routing process.

10/2/2023
Consent

FINANCIAL IMPACT:

A 7258.4110: $8,217.00

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

AGREEMENT FOR SERVICES PROVIDED UNDER THE DRUG FREE COMMUNITIES GRANT

AGREEMENT dated this _____ day of _____, 2022, by and between the Town of Amherst (the Town), New York, a municipal corporation with offices at 5583 Main Street, Williamsville, NY 14221 and *The Prevention Council of Erie County (The Prevention Council)* with offices at 1625 Hertel Avenue, Buffalo NY 14216.

WITNESSETH

WHEREAS, *The Prevention Council* presently conducts Prevention Services and

WHEREAS, *The Prevention Council,* in cooperation with the Town of Amherst Youth & Recreation Department, is desirous of operating a Community Prevention Project, and

WHEREAS, the Town is a grantee eligible to receive reimbursement from the Centers for Disease Control for sponsoring such a project,

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. The Town will sponsor a Community Prevention Project and pay to *The Prevention Council* a sum not to exceed *$8,217.00* for the period September 30, 2022 through September 30, 2023 for the operation of said project.

2. The amount paid by the Town in accordance with Paragraph 1 constitutes the Town's full obligation with regard to the agreement and all consequences arising therefrom, except that the Town shall be entitled to federal reimbursement as sponsor of the project.

3. *The Prevention Council* agrees to provide the following as part of the agreement: The services of the Director of Community-Based Programs at approximately .25FTE to

Attachment: Prevention Council Contract (RES-2023-839 : Service Agreement - DFC Grant - CRS #4334)

assist with parent programs, lead planning for Family Day activities, and support the work of the Amherst Task Force for Healthy Community*Healthy Youth through the Media and Finance Committees.

4. *The Prevention Council* agrees to hire as its own employees any personnel required in conjunction with the operation of the Community Prevention Project.

6. The program will not discriminate against any applicant on the basis of color, national origin, disability, sex, or religion and will abide by all rules and regulations concerning discrimination and equal opportunity.

7. Except with regulation to duties normally accepted and imposed upon *The Prevention Council,* this agreement shall constitute the full and complete obligation of the parties thereto.

10. Claims for expenditures made by the project should be submitted no later than 90 days past the end of the quarter in which they were incurred.

TOWN OF AMHERST

BRIAN J. KULPA

_____

Supervisor

Date: _____

THE PREVENTION COUNCIL OF ERIE COUNTY

ROBIN MANN

_____

Executive Director

Date: 9/26/2023

Attachment: Prevention Council Contract (RES-2023-839 : Service Agreement - DFC Grant - CRS #4334)

Consultant Minor Exposure Addendum to Contract

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Consultants or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: Prevention Council Contract (RES-2023-839 : Service Agreement - DFC Grant - CRS #4334)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Consultant, in accordance with its status as an independent Consultant, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations

Attachment: Prevention Council Contract (RES-2023-839 : Service Agreement - DFC Grant - CRS #4334)

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:

The Prevention Council of Erie Co
Print Name of Company

By: Robin Mann, LMSW
Signature

Robin Mann, LMSW
Printed name

Date: 9/20/2023

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Prevention Council Contract (RES-2023-839 : Service Agreement - DFC Grant - CRS #4334)

ERIECTY-01 DLISKOW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/14/2023

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-Tradition 3988 Vineyard Drive Dunkirk, NY 14048	CONTACT NAME: Danielle Liskow AAI, AAI-M PHONE (A/C, No, Ext): (716) 673-6221 6221 FAX (A/C, No): (716) 672-3497 E-MAIL ADDRESS: dliskow@lawleyinsurance.com
INSURED The Prevention Council of Erie County Inc 1625 Hertel Avenue Buffalo, NY 14216-2905	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Michigan Millers Mutual Ins Co — 14508 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		C0539596	9/1/2023	9/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG ABUSE AND MOLES	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			C0539596	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			C0539596	9/1/2023	9/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		W0520477	9/1/2023	9/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Professional Liabili			C0539596	9/1/2023	9/1/2024	Aggregate	2,000,000

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

CERTIFICATE HOLDER

Town of Amherst Community Center
Amherst Youth Board
5583 Main Street
Williamsville, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: Prevention Council Contract (RES-2023-839 : Service Agreement - DFC Grant - CRS #4334)

POLICY NUMBER: C 0539596 03

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
TOWN OF AMHERST COMMUNITY CTR AMHERST YOUTH BOARD 5583 MAIN STREET WILLIAMSVILLE NY 14221
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Attachment: Prevention Council Contract (RES-2023-839 : Service Agreement - DFC Grant - CRS #4334)

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Wolters Kluwer Financial Services | Uniform Forms™

NEW YORK STATE Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (Use street address only)	1b. Business Telephone Number of Insured
The Prevention Council of Erie County Inc 1625 Hertel Ave Buffalo NY 14216	(716)831-2298 **1c. NYS Unemployment Insurance Employer Registration Number of Insured**
Work Location of Insured *(Only required if coverage is specifically limited to certain location in New York State, i.e. a Wrap-Up Policy)*	**1d. Federal Employer Indentification Number of Insured or Social Security Number** 16-0743218
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	**3a.Name of Insurance Carrier**
Town of Amherst Community Center Amherst Youth Board 5583 Main Street Williamsville NY 14221	Michigan Millers Mutual Insurance Co **3b. Policy Number of entity listed in box "1a":** W0520477 **3c. Policy effective period:** 09/01/2023 - 09/01/2024 **3d. The Proprietor, Partners or Executive Officers are:** ☑ **included** (Only check box if all partners/officers included) ☐ **all excluded or certain partners/officers excluded**

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

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

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

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved By: William Lawley Jr.
(Print name of authorized representative or licensed agent of insurance carrier)

Approved By: _____ 08/11/23
(Signature) (Date)

Title: Managing Partner

Telephone Number of authorized representative or licensed agent of insurance carrier: CarrierPhone

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it.

Attachment: Prevention Council Contract (RES-2023-839 : Service Agreement - DFC Grant - CRS #4334)

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)
The Prevention Council of Erie County Inc.
1625 Hertel Avenue
Buffalo, NY 14216-2905

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) 831-2298

1c. Federal Employer Identification Number of Insured or Social Security Number
16-0743218

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Williamsville, NY 14221

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
D570506

3c. Policy effective period
01/01/2023 to 01/01/2024

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 09/27/2023 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (716) 849-8618 Name and Title William Lawley, Jr., Principal

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed 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 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 (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: Prevention Council Contract (RES-2023-839 : Service Agreement - DFC Grant - CRS #4334)

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 28051 **RESOLUTION 2023-840** **ADOPTED**

Emergency Purchase Request

Authorize the emergency purchase of 1,000-1,500 lbs of R 22 to keep ice on the Feature Rink and NHL Rink 1 at the Northtown Center from melting.

10/2/2023
Consent

FINANCIAL IMPACT:

A 7253.4220 - @$48,000.00

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: 10/02/23 07:00 PM
Department: Town Clerk
DOC ID: 28003

COMMUNICATION 2023-116

REFERRED

Summons and Complaint: Kelly Rados Vs. Ryan M. Conrad, James T. Caputi, Timothy J. Wilson, and Officer Schraufstetter, Individually and in Their Official Capacity as Employees of the Town of Amherst Police Department

10/2/2023
Referred to Town Attorney

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

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of New York ☑

Kelly Rados

Plaintiff(s)

v.

RYAN M. CONRAD, JAMES T. CAPUTI, TIMOTHY J. WILSON, and OFFICER SCHRAUFSTETTER

Defendant(s)

Civil Action No. 23-cv-945

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Timothy J. Wilson
500 John James Audubon Parkway
Amherst, New York 14226

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Chad A. Davenport
Rupp Pfalzgraf LLC
1600 Liberty Building
Buffalo, New York 14202

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date: 9/11/2023

CLERK OF COURT

Signature of Clerk or Deputy Clerk

REC'D
AMHERST POLICE DEPT.
Via Hand Delivery
SEP 12 2023

Attachment: DOC091523-09152023145701 (COM-2023-116 : Summons & Complaint: Rados Vs TOA Police Dept)

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

KELLY RADOS

Plaintiff,

v.

RYAN M. CONRAD, JAMES T. CAPUTI, TIMOTHY J. WILSON, and Officer SCHRAUFSTETTER, individually and in their official capacity as employees of the Town of Amherst Police Department,

Defendants.

COMPLAINT AND JURY DEMAND

Civil Action No. 23-cv-945

Plaintiff, Kelly M. Rados ("Plaintiff" or "Ms. Rados"), by her attorneys, Rupp Pfalzgraf LLC, as and for her complaint against the defendants, Ryan M. Conrad, James T. Caputi, Timothy J. Wilson, and Officer Schraufstetter (collectively referred to as "Defendants"), individually and in their capacity as employees of the Town of Amherst Police Department, alleges as follows:

JURISDICTION

1. This action is brought under 42 U.S.C. §§ 1983 and 1988 and under the Fourth and Fourteenth Amendments of the United States Constitution.

2. This Court has subject matter jurisdiction over all claims pursuant to 28 U.S.C. §§ 1331 and 1983.

VENUE

3. Pursuant to 28 U.S.C. § 1391(b), venue is proper in the Western District of New York because the events forming the basis of Plaintiff's complaint occurred in this District.

Attachment: DOC091523-09152023145701 (COM-2023-116 : Summons & Complaint: Rados Vs TOA Police Dept)

PARTIES

4. At all times hereinafter mentioned, Ms. Rados was and is a citizen of the

5. Defendant, Ryan M. Conrad ("Officer Conrad"), was and is a resident of the County of Erie, and State of New York. He was and is a law enforcement officer employed by the Town of Amherst Police Department at all times hereinafter mentioned, and was acting within the scope of his employment and official capacity as a law enforcement officer at the time of the incident giving rise to this lawsuit. In addition, Officer Conrad is being sued in his individual capacity for damages caused by his actions and/or conduct.

6. Defendant, James T. Caputi ("Officer Caputi"), was and is a resident of the County of Erie, and State of New York. He was and is a law enforcement officer employed by the Town of Amherst Police Department at all times hereinafter mentioned, and was acting within the scope of his employment and official capacity as a law enforcement officer at the time of the incident giving rise to this lawsuit. In addition, Officer Caputi is being sued in his individual capacity for damages caused by his actions and/or conduct.

7. Defendant, Timothy J. Wilson ("Officer Wilson"), was and is a resident of the County of Erie, and State of New York. He was and is a law enforcement officer employed by the Town of Amherst Police Department at all times hereinafter mentioned, and was acting within the scope of his employment and official capacity as a law enforcement officer at the time of the incident giving rise to this lawsuit. In addition, Officer Wilson is being sued in his individual capacity for damages caused by his actions and/or conduct.

Attachment: DOC091523-09152023145701 (COM-2023-116 : Summons & Complaint: Rados Vs TOA Police Dept)

8. Defendant, Officer Schraufstetter, was and is a resident of the County of Erie, and State of New York. He was and is a law enforcement officer employed by the Town of Amherst Police Department at all times hereinafter mentioned, and was acting within the scope of his employment and official capacity as a law enforcement officer at the time of the incident giving rise to this lawsuit. In addition, Officer Schraufstetter is being sued in his individual capacity for damages caused by his actions and/or conduct.

9. At all relevant times, defendants were acting under the color of law and/or in compliance with the official rules, regulations, laws, statutes, policies, customs, ordinances, usages and/or practices of the Town of Amherst Police Department. Defendants' actions and conduct show that they did not, nor could they, reasonably rely upon any existing law.

FACTUAL BACKGROUND

10. On or around September 11, 2020, Ms. Rados took her fiancé, James T. Taggert, to Millard Fillmore Suburban Hospital, located at 1540 Maple Road, Williamsville, New York 14221.

11. Approximately three weeks prior to this incident, Ms. Rados had been in a severe car accident, and she injured her neck during that accident.

12. As a result of the injuries to her neck, she needed to wear a cervical collar to protect the injury to her neck and to allow it to heal properly.

13. On the date of the incident, Ms. Rados became frustrated with Millard Fillmore because they refused to treat her fiancé.

14. In her state of aggravation, Ms. Rados and her fiancé began to express their frustration towards hospital staff, and as a result they were asked to leave the hospital.

Attachment: DOC091523-09152023145701 (COM-2023-116 : Summons & Complaint: Rados Vs TOA Police Dept)

15. Ms. Rados promptly left the hospital and went back to her car, when she was then intercepted by Town of Amherst officers who were dispatched to respond to a call for service from hospital staff who called 911 to report Ms. Rados for expressing her frustration to staff due to their refusal to treat her fiancé.

16. The police officers who intercepted her, upon information and belief defendants Ryan M. Conrad, James T. Caputi, Timothy J. Wilson, and Officer Schraufstetter, informed Ms. Rados that she was to be placed under arrest.

17. Defendants then grabbed Ms. Rados by the arm, and she informed Defendants that she had a recent neck injury, which should have been obvious to Defendants due to the cervical collar that Ms. Rados was wearing at the time of the incident.

18. Ms. Rados asked Defendants if she could walk herself to their police vehicle, and Defendants refused.

19. Defendants then informed Ms. Rados that they intended to place her in handcuffs.

20. As Defendants started to place handcuffs on Ms. Rados's wrists, she informed Defendants that they were hurting her, and she asked if they could put the handcuffs on in front of her rather than behind her back so there was less of a strain on her neck.

21. Defendants refused this reasonable request.

22. Defendants then threw Ms. Rados in the back of their police vehicle, and this caused further pain and damage to Plaintiff's neck and back.

23. After she was thrown into the back of the police vehicle by Defendants, Ms. Rados screamed in pain and informed Defendants that her back and neck were in serious pain.

Attachment: DOC091523-09152023145701 (COM-2023-116 : Summons & Complaint: Rados Vs TOA Police Dept)

24. Defendants ignored Plaintiff's screams of pain and they drove her to the police station.

25. Forty-five minutes later, after Defendants took Plaintiff to the Town of Amherst police station, Defendants finally called Plaintiff an ambulance to have her neck and back examined as she was still in serious pain.

26. After the ambulance finally arrived at the Town of Amherst police station, Defendants took Plaintiff, who was still in handcuffs and in serious pain, to the EMTs and transported her into the bed on the ambulance.

27. Defendants slammed Plaintiff's head onto the bed, and then shoved the bed against the back of the ambulance, which caused further damage to Plaintiff's neck and back.

28. After the incident, Plaintiff sought an MRI and CT scan to determine whether she suffered any further injuries or damage to her neck and back.

29. Those MRI and CT scans showed that there were indeed new injuries and damage caused to her neck and back as a result of the September 11, 2020 incident involving Defendants.

30. As a result of these new injuries and damage, Plaintiff was required to undergo neck and back surgery, which resulted in some relief for Ms. Rados, but she still has severe pain and limitations in her neck and back as a result of the unnecessary force used against her by Defendants.

31. As a direct and proximate cause of the defendants' conduct, Ms. Rados has been compelled to retain the services of counsel to protect and enforce her rights, and therefore, Ms. Rados has incurred and continues to incur attorneys' fees, expert fees, and costs

Attachment: DOC091523-09152023145701 (COM-2023-116 : Summons & Complaint: Rados Vs TOA Police Dept)

for which Ms. Rados is entitled to reimbursement in an amount to be established at the time of trial pursuant to 42 U.S.C. § 1988.

CLAIM FOR RELIEF

VIOLATION OF THE FOURTH AND FOURTEENTH AMENDMENTS
Excessive Force under 42 U.S.C. § 1983
Against All Defendants

32. Plaintiff incorporates the allegations contained in paragraphs 1 through 31 of this complaint.

33. Based upon the aforesaid conduct, Defendants illegally used excessive force under the circumstances against Ms. Rados in violation of her constitutional right to be secure in her person from unreasonable seizures.

34. Defendants touched and caused Ms. Rados to be touched in a harmful and offensive manner.

35. Defendants' actions placed Ms. Rados in apprehension of imminent harmful and offensive bodily contact.

36. Defendants did so without privilege or consent from Ms. Rados.

37. Defendants conduct under the circumstances was an excessive use of force on Ms. Rados which a reasonable officer in their position would not have used under the circumstances

38. As a result of Defendants' conduct, Ms. Rados has suffered physical pain and mental anguish, together with shock, fright, apprehension, embarrassment, and humiliation.

39. As a direct and proximate result of the foregoing, Ms. Rados was damaged and injured in an amount to be determined at trial.

Attachment: DOC091523-09152023145701 (COM-2023-116 : Summons & Complaint: Rados Vs TOA Police Dept)

40. The aforesaid conduct by the Defendants was willful, malicious, oppressive, and/or reckless and was of such a nature that Ms. Rados claims punitive damages against each of them in an amount commensurate with the wrongful acts alleged herein.

DEMAND FOR JURY TRIAL

41. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff demands trial by jury in this action of all issues so triable.

PRAYER FOR RELIEF

Plaintiff, Kelly Rados, prays for relief and demands judgment as follows:

1. That Plaintiff be awarded compensatory damages against all Defendants in an amount to be determined at trial;

2. That Plaintiff be awarded punitive damages against all Defendants in an amount to be determined at trial;

3. That this Court, pursuant to 42 U.S.C. § 1988, issue an order awarding Plaintiff reasonable attorneys' fees, together with the costs of this action against all Defendants; and

4. That this Court award such other further relief, together with any other legal or equitable relief, or both, as the Court deems just and proper.

Attachment: DOC091523-09152023145701 (COM-2023-116 : Summons & Complaint: Rados Vs TOA Police Dept)

Dated: September 7, 2023
Buffalo, New York

RUPP PFALZGRAF LLC
Attorneys for Plaintiff

s/Chad A. Davenport

R. Anthony Rupp III, Esq.
Chad A. Davenport, Esq.
1600 Liberty Building
Buffalo, New York 14202
rupp@rupppfalzgraf.com
davenport@rupppfalzgraf.com

4855-5609-9966, v. 1

Attachment: DOC091523-09152023145701 (COM-2023-116 : Summons & Complaint: Rados Vs TOA Police Dept)

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Town Clerk
DOC ID: 28023

COMMUNICATION 2023-117

REFERRED

Summons & Complaint: Danielle M. Hughes A/K/A Danielle Seiler Vs. Town of Amherst Et Al.

10/2/2023
Referred to Town Attorney

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

15.2.a

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

DANIELLE M. HUGHES A/K/A DANIELLE SEILER

Plaintiff/Claimant,

-vs-

SUMMONS

TOWN OF AMHERST
5583 Main St
Williamsville, NY 14221

TOWN OF AMHERST POLICE DEPARTMENT
500 John James Audubon Pkwy
Amherst, NY 14228

POLICE OFFICER/DETECTIVE EDWIN C. BAILEY
in their individual
and official capacity
500 John James Audubon Pkwy
Amherst, NY 14228

POLICE OFFICER SCOTT MINERVINI
in their individual
and official capacity
500 John James Audubon Pkwy
Amherst, NY 14228

POLICE OFFICER MICHAEL TIMBLIN
in their individual
and official capacity
500 John James Audubon Pkwy
Amherst, NY 14228

POLICE OFFICER BILLICA
in their individual
and official capacity
500 John James Audubon Pkwy
Amherst, NY 14228

Attachment: DOC092623-09262023083145 (COM-2023-117 : Summons & Complaint: Danielle M. Hughes A/K/A Danielle Seiler Vs. Town of

15.2.a

POLICE OFFICER DINOTO
in their individual
and official capacity
500 John James Audubon Pkwy
Amherst, NY 14228

JOHN DOES 1-10, said names being fictitious
but intended to be any other individual/officers
involved in the within incident and employees of the
TOWN OF AMHERST and/or TOWN OF AMHERST POLICE
DEPARTMENT in their individual
and official capacity

Defendants/Respondents.

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED AND REQUIRED to serve upon the plaintiff's attorneys, at the address stated below, a written Answer to the attached Complaint.

If this Summons is served upon you within the State of New York by personal service you must respond within TWENTY (20) days after service, not counting the day of service. If this Summons is not personally delivered to you within the State of New York you must respond within THIRTY (30) days after service is completed, as provided by law.

If you do not respond to the attached Complaint within the applicable time limitation stated above a Judgment will be entered against you, by default, for the relief demanded in the Complaint, without further notice to you.

Attachment: DOC092623-09262023083145 (COM-2023-117 : Summons & Complaint: Danielle M. Hughes A/K/A Danielle Seiler Vs. Town of

15.2.a

Plaintiff designates Erie County as the place of trial. The basis of venue is plaintiff's residence.

DATED: September 12, 2023
Hamburg, New York

SHAW & SHAW, P.C.

Blake Zaccagnino
Attorneys for Plaintiff
4819 South Park Avenue
Hamburg, New York 14075
(716) 648-3020 Telephone
(716) 648-3730 Fax

Attachment: DOC092623-09262023083145 (COM-2023-117 : Summons & Complaint: Danielle M. Hughes A/K/A Danielle Seiler Vs. Town of

15.2.a

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

DANIELLE M. HUGHES A/K/A DANIELLE SEILER

Plaintiff,

-vs-

COMPLAINT

TOWN OF AMHERST
5583 Main St
Williamsville, NY 14221

TOWN OF AMHERST POLICE DEPARTMENT
500 John James Audubon Pkwy
Amherst, NY 14228

POLICE OFFICER/DETECTIVE EDWIN C. BAILEY
in their individual
and official capacity
500 John James Audubon Pkwy
Amherst, NY 14228

POLICE OFFICER SCOTT MINERVINI
in their individual
and official capacity
500 John James Audubon Pkwy
Amherst, NY 14228

POLICE OFFICER MICHAEL TIMBLIN
in their individual
and official capacity
500 John James Audubon Pkwy
Amherst, NY 14228

POLICE OFFICER BILLICA
in their individual
and official capacity
500 John James Audubon Pkwy
Amherst, NY 14228

Attachment: DOC092623-09262023083145 (COM-2023-117 : Summons & Complaint: Danielle M. Hughes A/K/A Danielle Seiler Vs. Town of

15.2.a

POLICE OFFICER DINOTO
in their individual
and official capacity
500 John James Audubon Pkwy
Amherst, NY 14228

JOHN DOES 1-10, said names being fictitious
but intended to be any other individual/officers
involved in the within incident and employees of the
TOWN OF AMHERST and/or TOWN OF AMHERST POLICE
DEPARTMENT in their individual
and official capacity

Defendants.

Plaintiff, by her undersigned counsel, alleges, upon personal knowledge, and upon information and belief as to all other matters, as follows:

1. This is an action to redress the deprivation by the defendants of the rights secured to Plaintiff by the United States Constitution, New York State Constitution, and federal and state statute.

THE PARTIES

2. By virtue of the application of one or more of the exemptions listed in Section 1602 of Article 16 of the CPLR, the limitations and liability imposed by that Article do not apply to the cause or causes of action set forth herein.

3. Plaintiff at all times hereinafter mentioned, was and continues to be, a resident

Attachment: DOC092623-09262023083145 (COM-2023-117 : Summons & Complaint: Danielle M. Hughes A/K/A Danielle Seiler Vs. Town of

15.2.a

4. Defendant TOWN OF AMHERST was at all times hereinafter mentioned is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York with offices for the conduct of its business located in the TOWN OF AMHERST, County of Erie and State of New York.

5. Upon information and belief, and at all times hereinafter mentioned, Defendant TOWN OF AMHERST POLICE DEPARTMENT was a division, entity, department, subsidiary and/or agent of defendant TOWN OF AMHERST, and is governed by the TOWN OF AMHERST and the laws of the State of New York.

6. Upon information and belief, at all times hereinafter mentioned, and specifically on January 20, 2023, defendant POLICE OFFICER/DETECTIVE EDWIN C. BAILEY is and was a resident of the Town of Amherst, State of New York, and was an employee of the TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT, and was in the course and scope of his duties as a police officer on the date and at the time of the within incident.

7. Upon information and belief, at all times hereinafter mentioned, and specifically on January 20, 2023, defendant POLICE OFFICER SCOTT MINERVINI is and was a resident of the Town of Amherst, State of New York, and was an employee of the TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT, and was in the course and scope of his duties as a police officer on the date and at the time of the within incident.

8. Upon information and belief, at all times hereinafter mentioned, and specifically on January 20, 2023, defendant POLICE OFFICER MICHAEL TIMBLIN is and was a resident of the Town of Amherst, State of New York, and was an employee of the TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT, and was in the course and scope of his duties as a police officer on the date and at the time of the within incident.

Attachment: DOC092623-09262023083145 (COM-2023-117 : Summons & Complaint: Danielle M. Hughes A/K/A Danielle Seiler Vs. Town of

Packet Pg. 507

15.2.a

Attachment: DOC092623-092620230831145 (COM-2023-117 : Summons & Complaint: Danielle M. Hughes A/K/A Danielle Seiler Vs. Town of

9. Upon information and belief, at all times hereinafter mentioned, and specifically on January 20, 2023, defendant POLICE OFFICER BILLICA is and was a resident of the Town of Amherst, State of New York, and was an employee of the TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT, and was in the course and scope of his duties as a police officer on the date and at the time of the within incident.

10. Upon information and belief, at all times hereinafter mentioned, and specifically on January 20, 2023, defendant POLICE OFFICER DINOTO is and was a resident of the Town of Amherst, State of New York, and was an employee of the TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT, and was in the course and scope of his duties as a police officer on the date and at the time of the within incident.

11. Upon information and belief, at all times hereinafter mentioned, and specifically on January 20, 2023, defendants JOHN DOES 1-10 is and are residents of the Town of Amherst, State of New York, and were employees of the TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT, and was in the course and scope of their duties as a police officers on the date and at the time of the within incident. The defendant police officers are hereinafter referred to as officers/employees.

CONDITIONS PRECEDENT

12. That on or about April 19, 2023, and within the time prescribed by law, the plaintiff caused the TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT to be personally served with a Notice of Claim pursuant to the Laws of the State of New York relating to the allegations of the Complaint herein. Same was in accordance with Section 50-e of New York General Municipal Law, setting forth the name and post-office address of said Plaintiff and her attorneys, the nature of the claim, the time when, the place where and the manner in which

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the claim arose, and the items of damage or injuries claimed to have been sustained so far as then practicable.

13. The Notice of Claim was served on the above mentioned defendants within 90 days after the accrual of the respective causes of action.

14. On or about July 12, 2023, the above mentioned defendants conducted a hearing in this matter and obtained the sworn testimony of Plaintiff pursuant to Section 50-h of New York General Municipal Law.

15. That more than 30 days have passed since the service of the Notice of Claim herein, and that the adjustment or payment of the claim has been neglected or refused, and the above mentioned defendants have failed, declined, or otherwise refused to pay the claim herein.

16. That the plaintiff has otherwise exhausted any and all administrative remedies relating to the action herein.

17. This action has been commenced within 1 year and 90 days after the causes of action herein accrued. The Plaintiff has complied with all the conditions precedent set forth in New York General Municipal Law to the bringing of this action against Defendants TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT

18. At the time and place aforesaid, the defendants were in the course of their employment.

FACTUAL BACKGROUND:

19. This claim is for personal injuries and other damages sustained by Plaintiff as a result of the acts of assault, harassment, battery, excessive force, unlawful imprisonment, negligent hiring, negligent training, negligent retention, failure and delay in providing medical treatment, general negligence, vicarious liability and violations of the Federal

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Civil Rights Law, The United States Constitution, The New York State Constitution and the Amendments thereof.

20. The Plaintiff's injuries were sustained on account of the defendants' intentional acts of assault, harassment, battery, excessive force, unlawful imprisonment, negligent hiring, negligent training, negligent retention, failure and or delay to provide the Plaintiff with adequate medical care, vicarious liability and violations of the Federal Civil Rights Law, The United States Constitution, The New York State Constitution and the Amendments thereof.

21. The facts and circumstances of the claim are as follows: That on January 20, 2023, at approximately or at some time prior to 12:28 pm, Claimant was contacted via cell phone by her ex-husband, Joseph Hughes, who requested that she appear at and/or near 248 Princeton Avenue and Niagara Falls Boulevard, Amherst, New York ("the Location") to take possession of her vehicle, a Silver 2022 Toyota 4Runner ("the Vehicle" or "her Vehicle").

22. That upon information and belief, Joseph Hughes had been pulled over and detained by the Amherst Police while operating Claimant's vehicle and was advised by the Amherst Police that Claimants vehicle may be towed, causing Claimant to incur potential expense and hardship. As a result of this information, Claimant left her home and rushed on foot to the Location to obtain her Vehicle.

23. Upon arrival, Claimant witnessed POLICE OFFICER/DETECTIVE EDWIN C. BAILEY of the Amherst Police Department ("Bailey") verbally accosting Joseph Hughes, who was already in handcuffs and restrained. As Claimant approached, she asked Joseph Hughes and/or the officers/detectives on the scene whether she could obtain possession of her Vehicle. Joseph Hughes began to respond to Claimant but was again verbally accosted by POLICE OFFICER/DETECTIVE EDWIN C. BAILEY, who repeatedly yelled at Joseph Hughes in close

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proximity to his face to "Shut the Fuck Up" along with other verbal demands and threats.

24. By this point, Claimant was standing next to POLICE OFFICER/DETECTIVE EDWIN C. BAILEY and Claimant asked him whether the verbal assault of her ex-husband was "necessary." POLICE OFFICER/DETECTIVE EDWIN C. BAILEY responded by placing his hands on Claimant and throwing her and/or pushing her back approximately ten (10) feet, at which point Claimant fell to the ground.

25. Upon impact with the ground, Claimant's body, including but not limited to her hands and wrists, impacted the ground causing injuries to Claimant. She was attempting to brace her fall with her hands backwards. During the assault, Claimant's personal possessions from her purse were scattered throughout the immediate area.

26. While still on the ground, Claimant witnessed POLICE OFFICER/DETECTIVE EDWIN C. BAILEY approach her quickly and aggressively as if he intended to continue assaulting her. He was charging at her. Claimant witnessed POLICE OFFICER/DETECTIVE EDWIN C. BAILEY standing over her in an imposing stance as if to invite her to stand up, physically implying that he was interested in a fight and thereby encouraging her to resist his attacks.

27. Claimant attempted to stand and regain her balance, making physical contact with POLICE OFFICER/DETECTIVE EDWIN C. BAILEY in the process, but was again taken to the ground by POLICE OFFICER/DETECTIVE EDWIN C. BAILEY, causing injury to Claimant. At this point POLICE OFFICER SCOTT MINERVINI of the Town of Amherst Police Department ("Minervini") and POLICE OFFICER/DETECTIVE EDWIN C. BAILEY forcibly restrained Claimant while Claimant attempted to defend herself, as Claimant was understandably in fear of being assaulted and of the use of excessive force against her.

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28. Upon information and belief, POLICE OFFICER/DETECTIVE EDWIN C. BAILEY twisted, forcibly moved, and applied pressure to Claimant's arms, hands and wrist during the application of handcuffs, causing injury to Claimant. Upon information and belief, POLICE OFFICER SCOTT MINERVINI also twisted, forcibly moved, and applied pressure to Claimant's arms, hands and wrist during the application of handcuffs, causing injury to Claimant.

29. Said handcuffs were improperly applied including but not limited to being applied"sideways" such that the cuffs were crushing Claimant's wrists and more tightly than was reasonably necessary to accomplish their intended purpose of restraining Claimant, causing injury to Claimant. Claimant was roughly placed in the back of a Town of Amherst Police vehicle while cuffed with the improperly applied handcuffs still on her back causing further injury to Claimant. At this point, POLICE OFFICER/DETECTIVE EDWIN C. BAILEY continued to harass, threaten and intimidate Claimant, including but not limited to by opening the door of the Town of Amherst Police vehicle and threatening to enter the back seat with her for purposes of intimidation and possible further assault.

30. Claimant was placed under arrest and charged with Obstruction of Governmental Administration in the 2nd degree, as codified by Penal Law 195.05. Claimant was placed in a Town of Amherst police vehicle. At that time, POLICE OFFICER/DETECTIVE EDWIN C. BAILEY acted as if he was going to reach in and forcibly pull the Claimant across the vehicle, causing her fear of physical harm. Claimant was then transported to the precinct for fingerprinting and processing. When they arrived at the precinct, the Claimant sat in the police vehicle for an extended period of time. She was in pain and her injuries were not being treated. Upon fingerprinting, Claimant complained to the employees of the Town of Amherst processing her

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fingerprints that she was in severe pain in her left wrist and Claimant requested medical attention. No medical attention was provided, exacerbating Claimant's injuries. Claimant was crying to employees of defendants at the precinct several times, saying that she felt her wrist was broken. Despite the above, no medical attention was provided, exacerbating her injuries.

31. Claimant was released with an appearance ticket, at which point she was picked up by a family member and taken directly to Kenmore Mercy Hospital complaining of pain in her left wrist. X-Rays were taken, and subsequently it was determined that her left wrist had suffered a fracture. All charges and complaints resulting from the aforementioned incident were subsequently dismissed as against Claimant.

32. That on January 20, 2023 at approximately 12:28 pm at the Location, Claimant was assaulted by POLICE OFFICER/DETECTIVE EDWIN C. BAILEY as described in more detail above.

33. That on January 20, 2023 at approximately 12:28 pm at the Location, Claimant was subjected to excessive use force by POLICE OFFICER/DETECTIVE EDWIN C. BAILEY as described in more detail above.

34. That on January 20, 2023 at approximately 12:28 pm at the Location, Claimant was improperly subjected to threats to use force as an intimidation tactic by POLICE OFFICER/DETECTIVE EDWIN C. BAILEY, as described in more detail above.

35. That on January 20, 2023 at approximately 12:28 pm at the Location, Claimant was subjected to excessive use force by POLICE OFFICER SCOTT MINERVINI while he was restraining Claimant, including but not limited to use of excessive force in twisting, forcibly moving, and applying pressure to Claimant's left wrist while Claimant's wrist was behind her back pending the application of handcuffs.

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36. That on January 20, 2023 at the Location, Claimant was subjected to excessive use force by POLICE OFFICER BILLICA of the Town of Amherst Police Department ("Billica"), said officer's full name currently unavailable but as referenced on Complaint No. 23-302918, while Billica was restraining Claimant, including but not limited to use of excessive force in twisting, forcibly moving, and applying pressure to Claimant's left wrist while Claimant's wrist was in handcuffs.

37. That on January 20, 2023 at the Location, Claimant was subjected to excessive use force by POLICE OFFICER MICHAEL TIMBLIN of the Town of Amherst Police Department ("Timblin) while POLICE OFFICER MICHAEL TIMBLIN was restraining Claimant, including but not limited to use of excessive force in and applying pressure to Claimant's left wrist while Claimant's wrist was in handcuffs.

38. That on January 20, 2023 at approximately 12:28 pm at the Location, POLICE OFFICER SCOTT MINERVINI of the Town of Amherst Police Department observed POLICE OFFICER/DETECTIVE EDWIN C. BAILEY using excessive force as against Claimant but failed to intervene as required by applicable law and standards, contributing to and/or exacerbating Claimant's injuries.

39. That on January 20, 2023 at approximately 12:28 pm at the Location, POLICE OFFICER BILLICA of the Town of Amherst Police Department observed POLICE OFFICER/DETECTIVE EDWIN C. BAILEY and POLICE OFFICER SCOTT MINERVINI using excessive force as against Claimant but failed to intervene as required by applicable law and standards, contributing to and/or exacerbating Claimant's injuries. Plaintiff asked the observing officers if they were just going to stand there and let the officers use excessive force on her without stopping them. The observing officers did not intervene and stop the use of excessive force.

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40. That on January 20, 2023 at approximately 12:28 pm at the Location, POLICE OFFICER MICHAEL TIMBLIN of the Town of Amherst Police Department observed POLICE OFFICER/DETECTIVE EDWIN C. BAILEY and POLICE OFFICER SCOTT MINERVINI using excessive force as against Claimant but failed to intervene as required by applicable law and standards, contributing to and/or exacerbating Claimant's injuries. Plaintiff asked the observing officers if they were just going to stand there and let the officers use excessive force on her without stopping them. The observing officers did not intervene and stop the use of excessive force.

41. That on January 20, 2023 at approximately 12:28 pm at the Location, POLICE OFFICER DINOTO of the Town of Amherst Police Department was the supervising officer on scene, and either used excessive force as against Claimant and or failed to intervene as required by applicable law and standards and or failed to provide Plaintiff with the needed medical care, contributing to and/or exacerbating Claimant's injuries. Plaintiff asked the observing officers if they were just going to stand there and let the officers use excessive force on her without stopping them. The observing officers did not intervene and stop the use of excessive force.

42. That on January 20, 2023 at approximately 12:28 pm at the Location, JOHN DOES 1-10 of the Town of Amherst Police Department either used excessive force as against Claimant and or failed to intervene as required by applicable law and standards and or failed to provide Plaintiff with the needed medical care, contributing to and/or exacerbating Claimant's injuries. Plaintiff asked the observing officers if they were just going to stand there and let the officers use excessive force on her without stopping them. The observing officers did not intervene and stop the use of excessive force.

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43. That as a result of the aforementioned incident, Claimant sustained serious and permanent injuries to her left wrist, including but not limited to a nondisplaced, intraarticular radial styloid process fracture of Claimant's left wrist. Her injuries as a result of this include also include, but are not limited to: Left wrist catching, giving out, instability, numbness, shooting pain, pain at night, pain while sleeping, popping, snapping, stiffness, swelling, tingling and weakness; Diffuse dorsal wrist edema that extends into the hand; Volar wrist ecchymosis; Exquisite radial styloid process and distal radius tenderness; Ulnar styloid process and TFCC tenderness; Positive DRUJ tenderness; Nondisplaced fracture of the left radial styloid process; Displaced fracture of left radial styloid process; Displaced fracture of left radial styloid process; nondisplaced fracture of left radial styloid process; Fracture of the left distal radius with extension through the radial styloid process with worsening displacement of fragment; left wrist fracture.

44. As a result of the injuries she sustained in this incident, she has had great difficulty/has been unable to do the following: Washing her body, washing her hair, taking care of her kids, cooking, cleaning, everyday tasks; limitations on the range of motion in her injured areas; putting pressure on her injured areas, bending her injured areas; touching things, bending her injured areas down, squeezing things, lifting things, holding her children certain ways, opening up jars, cups, bottles, coffee cups, and driving with both hands, including but not limited to, carrying things generally.

45. The incident caused the Plaintiff to be seriously injured.

46. By reason of the aforesaid occurrence, the Plaintiff sustained severe, painful and permanent injuries in and about her body, including, but not limited to, the above mentioned areas, all of which were and are severe, painful and permanent in nature including, shock to the nerves and nervous system, circulatory system, traumatic injuries to nerves, tendons and muscular

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system with resultant impairment and/or loss of use of normal functions; was otherwise rendered sick, sore, lame and disabled and prevented her from performing her usual activities for a period of time subsequent to this incident, and has incurred, and may suffer and sustain loss of earnings and/or loss of future earning potential and/or capacity; has caused, or may incur, hospital expenses, medical expenses, physical therapy and/or rehabilitation and counseling expenses and/or other similar types of expenses as to past, present or future, as would relate to the care, treatment and attempted cure of the injuries sustained and/or the residual effects thereof; has been deprived of the ability to enjoy the life and lifestyle that she was able to participate in and enjoy prior to the happening of this incident, and has been caused to suffer emotional upset, anxiety and depression as a result of the pain and suffering associated with the injuries as to the past, present and, upon information and belief, into the future; and together with any other special and general damages as may manifest themselves subsequent to the date of this Complaint.

47. The Plaintiff also makes a claim for any and all medical expenses incurred as to her care, treatment and attempted cure of the injuries sustain and/or the residual effects of the same herein as to the past, present, and or future.

AS AND FOR A SEPARATE AND DISTINCT CAUSES OF ACTION AGAINST DEFENDANTS:

1. NEGLIGENCE:

48. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs of this Complaint as if the same were more fully set forth herein.

49. That upon information and belief, the defendants were negligent, reckless, careless, willful, and wanton in injuring Plaintiff as described above, resulting in serious and permanent bodily injuries to the Plaintiff.

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50. As a result of the negligence of the defendants, the Plaintiff was injured internally, externally, and permanently in and about the face, head, back, chest, shoulders, limbs, torso, and nervous system, so that she became and will continue to be disabled and will continue to suffer pain and discomfort, distress, and psychological adjustment.

51. That the Plaintiff was at all times, using due care.

52. That by reason of said injuries, the Plaintiff required the services of physicians, surgeons, nurses, hospitals, and medicines and will continue to incur such expenses in the future; that as a result of the aforesaid injuries and the resulting disabilities, said Plaintiff was incapacitated from her normal activities, may be incapacitated in the future, and as a result of the aforesaid injuries, the future earning capacity of said Plaintiff, has been partially and/or permanently impaired, and as a result of the aforesaid, the plaintiff was otherwise damaged.

53. The above mentioned incident and the injuries and damages occurring therefrom occurred by reason of the fault, neglect, and carelessness of the defendants, their agents, servants, and/or employees. The negligence of the defendants, their agents, servants and/or employees includes but is not limited to:

- the defendants exercised their authority in an intentionally malicious and careless manner causing serious and permanent injuries and/or damages to the Plaintiff;

- the defendants, their agents, servants and/or employees were negligent, wanton and reckless in failing to properly supervise their employees;

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- they allowed their employees and agents to subject Plaintiff to physical contact without cause or provocation, thus creating a dangerous or hazardous condition, which they knew, or in the exercise of reasonable care, existed for a period of time prior to the incident;

- that they failed to properly supervise their employees and the participating officers in their activities;

- in hiring employees they knew or should have known to be incompetent, unskilled, inexperienced, and with violent propensities;

- that the above named officers/employees were incompetent, unskilled and possessed obvious violent propensities;

- that the violent propensities of the above named officers/employees were known to defendants;

- in failing to properly train their employees and enforce proper and adequate rules of conduct;

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- the above conduct of the defendants were committed by a person acting under color of state law; and their conduct deprived the Plaintiff of her rights, privileges, and immunities secured by the Constitution and laws of the United States;

- their actions violated the Plaintiff's Fourth Amendment, Eighth Amendment, including but not limited to Fourteenth Amendment Rights and was an unreasonable and excessive use of force by police officers in the course of an arrest; and their actions were not objectively reasonable;

- the defendants used the above force purposely and knowingly, and the force used on her was objectively unreasonable **(Kingsley v. Hendrickson, 576 U.S. 389)**;

- the defendants' used excessive force because they gratuitously inflicted pain on the Plaintiff in a manner that was not reasonable in response to the circumstances;

- a reasonable jury would find that the officers acted not only unreasonably, but that they were plainly incompetent and knowingly violated the law by gratuitously inflicting pain on the Plaintiff over an extended period of time;

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- they failed in their affirmative duty to intervene to protect the constitutional rights of the Plaintiff from infringement by the other law enforcement officers in their presence and the officers observed and had reason to know that excessive force was being used on the Plaintiff, that the Plaintiff was being unlawfully arrested; and that a constitutional violation was being committed by the other law enforcement officers;

- that upon information and belief, at all times hereinafter mentioned, defendants, through their employees, agents, servants and contractors, failed/delayed in rendering medical evaluation and attention to the Plaintiff;

- that upon information and belief, at all times hereinafter mentioned, defendants through their employees, agents, servants and contractors, failed/delayed to provide adequate and essential medical evaluation and care and treatment to the Plaintiff; they failed to address the Plaintiff's serious medical needs;

- the defendants acted with deliberate indifference to the Plaintiff because she was in need of medical care and they failed, or refused to, and or delayed to obtain such care;

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- the defendants failed to protect the Plaintiff from health problems that were sufficiently imminent and sure or very likely to cause him serious injuries and needless suffering;

- that by reason of the carelessness, negligence and recklessness and medical malpractice of the defendants through their employees, agents, servants and contractors, in the medical care and treatment and services rendered to and for Plaintiff, the Plaintiff was caused to suffer severe and great bodily injury with accompanying pain and suffering and sustained bodily and emotional injuries of a permanent nature;

- that the policies and procedures, and the willful and wanton conduct of defendants, their agents, servants and employees, reflect a reckless and careless disregard and deliberate indifference for the rights of the Plaintiff to receive proper and adequate medical evaluation and attention so as to merit an award of damages against defendants; including but not limited to,

- the municipal respondents were liable under a theory of respondeat superior for the above actions, including but not limited to, the arrest and battery of the Plaintiff.

54. That defendants affirmatively created the dangerous and defective condition described herein, that included but is not limited to, placing the defendant employees, in a position

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to cause foreseeable harm to the Plaintiff (to be assaulted), that the Plaintiff would have been spared had they used reasonable care in making their decision regarding the hiring and retention of the aforementioned defendant employees.

55. That the defendants herein had actual and constructive knowledge of the defective condition described above and in paragraph 53 above.

56. That the defendants had subjective and objective knowledge of the defendant employees involved in the within incident propensity for conduct that caused the Plaintiff's injuries, and that deficient training and supervision was the proximate cause of the Plaintiff's injuries.

57. That the conduct of all of the defendants herein amounted to more than mere negligence, and instead, amounted to deliberate indifference to the Plaintiff's safety.

58. That the defendants provided grossly inadequate care and, in fact, took no measures to provide for Plaintiff's safety for an unreasonable and inordinate period of time.

59. That the negligence of the defendants, and his resultant injuries, produced physical injury to the Plaintiff.

60. That as a result of the foregoing, the Plaintiff has sustained general and special damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

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2. RESPONDEAT SUPERIOR/VICARIOUS LIABILITY

61. Plaintiff repeats and restates the allegations contained in the foregoing paragraphs of this Complaint as if the same were more fully set forth herein.

62. That on or about January 20, 2023, the defendant TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT, were responsible for the training, supervision, and actions of the defendant officers.

63. On or about January 20, 2023, the defendant officers were acting within the scope of their employment with the defendants TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT.

64. That said tortuous conduct above described and blatant disregard for the safety of the Plaintiff, committed by the defendant officers on the aforesaid date was ratified by the defendants TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT, and was in furtherance of purposes and aims of the defendants TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT.

65. That the defendants TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT were willful, wanton, reckless and negligent in employing defendant officers.

66. The defendants TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT are liable under a theory of respondeat superior for the claims alleged in this Complaint.

67. That by reason of the foregoing, Plaintiff suffered severe, painful, permanent and personal injuries; was rendered sick, sore lame and disabled, and has suffered a loss of enjoyment and quality of life.

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3. NEGLIGENT HIRING:

68. Plaintiff repeats and restates the allegations contained in the foregoing paragraphs of this Complaint as if the same were more fully set forth herein.

69. That on or about January 20, 2023, the defendant officers were employees, contractors, and agents of defendants TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT.

70. That the defendants TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT, owed a duty to the Plaintiff to ensure the competence of their employees including the defendant officers, and by using reasonable care in selecting and hiring its employees such as the defendant officers; they had a further duty of care to investigate the background of its officers, and review their backgrounds, competency, temperament, and propensity for violence, especially in light of the particular risk or hazard that the breach of that duty imposed to the public.

71. That the incompetency, temperament, and propensity for violence of the defendant officers was known or should have been known to the defendants at the time of their hiring.

72. That TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT failed to take reasonable steps to ascertain whether or not the defendant officers were emotionally capable of performing such duties and did not have a propensity towards violence, or overreaction to situations that they were likely to encounter or administer, or well known standardized tests to ascertain the defendant employees personalities.

73. That the failure of defendants TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT, to investigate the negligent hiring and retention and supervision of the defendant officers and other employees placed them in a position to commit

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foreseeable harm and was the proximate cause of the tortuous acts committed upon Plaintiff and the damaged suffered by the Plaintiff on account of such acts; they breached their duty to use reasonable care in employment, training and supervision of its employees to find out whether they were competent to do their work without danger of harm to others; they failed in their duty because they knew or should have known that their employees were incompetent and/or had vicious propensities; a bad disposition; and/or were given to horseplay; and they failed to use reasonable care to correct or remove them; and they failed in that duty because they knew of facts that would lead a reasonably prudent person to conduct an investigation which could have uncovered the information about the employees and failed to do so; they placed the defendant employees in a position to cause the foreseeable harm to the Plaintiff that most probably would have been spared had they use reasonable care in making decisions regarding the hiring and retention of them.

74. That by reason of the foregoing, the Plaintiff suffered severe, painful, permanent, and personal injuries; was rendered sick, sore, lame and disabled, and suffered loss of enjoyment of quality of life.

4. NEGLIGENT RETENTION:

75. Plaintiff repeats and restates the allegations contained in the foregoing paragraphs of this Complaint as if the same were more fully set forth herein.

76. That on or about January 20, 2023, the defendant officers were employees, contractors, and agents of defendants TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT.

77. That the defendant TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT owed a duty to the Plaintiff to ensure the competence of their officers including the defendant officers, and by using reasonable care in selecting and hiring its employees

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such as the defendants officers; they had a further duty of care to investigate the background of its officers, and review their backgrounds, competency, temperament, and propensity for violence, especially in light of the particular risk or hazard that the breach of that duty imposed to the public.

78. That the incompetency, temperament, and propensity for violence of of the defendant officers was known or should have been known to the defendants at the time of their hiring, training, retention, and supervision.

79. That the failure of defendants TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT to investigate the negligent hiring and retention and supervision of the defendant officers and other employees, placed them in a position to commit foreseeable harm and was the proximate cause of the tortuous acts committed upon Plaintiff and the damaged suffered by the Plaintiff on account of such acts; they breached their duty to use reasonable care in the employment, training and supervision of its employees to find out whether they were competent to do their work without danger of harm to others; they failed in their duty because they knew or should have known that their employees were incompetent and/or had vicious propensities; a bad disposition; and/or were given to horseplay; and they failed to use reasonable care to correct or remove them; and they failed in that duty because they knew of facts that would lead a reasonably prudent person to conduct an investigation which could have uncovered the information about the employee and failed to do so; they placed the defendant employees in a position to cause the foreseeable harm to the Plaintiff that would most probably would have been spared had they use reasonable care in making its decision regarding the hiring and retention of them.

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80. That when the incompetency, temperament and propensity for violence of the defendant officers was known or should have been known to the defendants TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT, herein, they continued to be employed by them.

81. That by reason of the foregoing, the Plaintiff suffered severe, painful, permanent, and personal injuries; was rendered sick, sore, lame and disabled, and suffered loss of enjoyment of quality of life.

5. NEGLIGENT TRAINING AND SUPERVISION:

82. Plaintiff repeats and restates the allegations contained in the foregoing paragraphs of this Complaint as if the same were more fully set forth herein.

83. That on or January 20, 2023, defendant officers were employees, contractors, and agents of TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT.

84. That the defendants TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT owed a duty to the Plaintiff to ensure the competence of their employees including the defendant officers, and by using reasonable care in selecting and hiring its employees such as the defendant employees; they had a further duty of care to investigate the background of its employees, and review their backgrounds, competency, temperament, and propensity for violence, especially in light of the particular risk or hazard that the breach of that duty imposed to the public and on inmates.

85. That when the incompetency, temperament and propensity for violence of the defendant employees was known or should have been known to the defendants TOWN OF

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AMHERST and TOWN OF AMHERST POLICE DEPARTMENT herein at the time of their hiring.

86. That defendants TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT failed to take reasonable steps to ascertain whether or not the defendant employees were emotionally capable of performing such duties and did not have a propensity towards violence, or overreaction to situations that they were likely to encounter or administer, or well known standardized tests to ascertain the defendants defendant employees personalities.

87. That the failure of TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT, to investigate the negligent training and supervision of the defendant officers and other employees placed them in a position to commit foreseeable harm and was the proximate cause of the tortuous acts committed upon Plaintiff and the damages suffered by the Plaintiff on account of such acts.

88. That by reason of the foregoing, the Plaintiff suffered severe, painful, permanent, and personal injuries; was rendered sick, sore, lame and disabled, and suffered loss of enjoyment of quality of life.

6. VIOLATION OF FEDERAL CIVIL RIGHTS MUNICIPAL LIABILITY: 42 U.S.C. § 1983

INDIVIDUAL DEFENDANTS:

89. Plaintiff repeats and restates the allegations contained in the foregoing paragraphs of this Complaint as if the same were more fully set forth herein. Specifically, the Plaintiff incorporates by reference the factual background section herein by reference. Within the same, the Plaintiff outlines the personal involvement of each officer in this incident.

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MONELL CLAIM-TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT

90. Plaintiff repeats and restates the allegations contained in the foregoing paragraphs of this Complaint as if the same were more fully set forth herein.

91. At all times hereinafter mentioned, the defendant employees were on duty as police officers employed by the TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT.

92. That said defendants were acting under the color of state law, and their conduct did cause the deprivation of Plaintiff's Constitutional rights by failing to provide an environment free from harm; that included but was not limited to, seizing, beating, and assaulting the Plaintiff.

93. That upon information and belief, prior to the incident described herein, the defendants had notice of the defendant employees pattern and practice of using unconstitutionally excessive force and assaults against other civilians in the course of an unlawful arrest and members of the public while in their capacity as police officers.

94. That upon information and belief, prior to the incident described herein, the defendants had received complaints and service of prior lawsuits that the defendant employees engaged in a pattern and practice of using unconstitutionally excessive force assaulting civilians in the course of unlawful arrests and members of the general public in the course of their duties as police officers.

95. That upon information and belief, and at all times hereinafter mentioned, it was the policy and custom of the defendants to fail to adequately train and supervise its employees relating to the use of force.

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96. That upon information and belief, and at all times hereinafter mentioned, it was the policy and custom of the defendants to overlook, excuse, and disregard unprovoked acts of violence by its employees in the course of their duties as police officers.

97. That upon information and belief, and at all times hereinafter mentioned, it was the policy and custom of the defendants to tolerate the indiscriminate use of excessive force against civilians in the course of unlawful arrests without reference to a reasonable use-of-force continuum and without consideration of recourse to less deadly uses force.

98. That upon information and belief, and at all times hereinafter mentioned, it was the policy and custom of the defendants to tolerate and encourage the use of excessive force and assault in dealing with civilians in the course of unlawful arrests in the course of their duties as police officers.

99. The defendants' policies, customs, and practices of overlooking and approving excessive uses of force in general were the proximate causes of the violation of the Plaintiff's rights herein pursuant to the Fourth, Eighth, and Fourteenth Amendments to the United States Constitution, in addition to 42 U.S.C. Section 1983.

100. Upon information and belief, overlooking, excusing, or disregarding the wrongful conduct of the defendants herein, have adopted a rule or unwritten rule, or defendants have established a policy or custom of deliberate indifference to unlawful conduct as complained of herein.

101. The defendants' failure to take measures to train and supervise its police officers in the use of force, and to curb assaults on civilians in the course of unlawful arrests was a proximate cause of the violations alleged in the complaint herein.

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102. The excessive force used by the defendants constituted cruel and unusual punishment; the amount of force used was not applied in a good faith effort to maintain or restore discipline and was maliciously and sadistically applied to cause harm to the Plaintiff; in applying excessive force, the defendants subjectively knew that the Plaintiff faced a substantial risk of harm and they recklessly disregarded that risk; that the deprivation was objectively sufficiently serious as to be actionable; the defendants had knowledge that the Plaintiff faced a substantial risk of serious harm and disregarded that risk by failing to take reasonable measures to abate the harm; including but not limited to the defendants acted with deliberate indifference to the Plaintiff's health and safety.

103. The defendants violated the Plaintiff's Fourth Amendment rights to be free from the unreasonable and excessive use of force by a police officer in the course of an unlawful arrest. The defendants actions constituted excessive force when considering the nature and severity of the crime leading to the arrest, the Plaintiff did not pose an immediate threat of safety of the officers involved or others, and he was not actively resisting arrest or attempting to evade the arrest by flight. The officers gratuitously inflicted pain in a manner that was not reasonable in response to the circumstances.

104. That all enumerated defendants were acting under color and authority of the Law, and were acting in a capacity as agents, servants and employees of defendants.

105. That the entire course of conduct of defendants as enumerated above was in violation and deprived the Plaintiff of her Federally secured Constitutional rights and the rights contours were sufficiently definite that any reasonable official in the defendants shoes would have understood that they violated it.

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106. The defendants executed a government policy or custom and acts that may fairly be said to represent an official policy, that inflicted the Plaintiff with her injuries. The policies were memorialized in specific rules and regulations. The defendants' constitutional violations that led to the Plaintiff's injuries were so persistent and widespread and were so permanent and well settled as to constitute a usage with the force of law. The above policies and customs that caused the Plaintiff's injuries violated federal and state law and resulted in the tortious violation of the Plaintiff's rights.

107. The Deprivation of Plaintiff's constitutional rights outlined herein were caused in party by a TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT governmental custom, policy, and usage. The policy and custom mentioned above is demonstrated through a pattern of similar incidents and inadequate responses to those incidents.

108. The examples below show acquiescence by the TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT in a well settled custom, in other words they knew and should have known of similar unlawful conduct in the past and did not take corrective action/respond appropriately to prevent this incident. The TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT knew of the custom and acquiesced in it. The following examples are not exhaustive and Plaintiff reserves her right to supplement below:

- Kelly Rados v. Ryan M. Conrad, James T. Caputi, Timothy J. Wilson and Officer Schraufstetter, individually and in their official capacity as employees of the Town of Amherst Police Department 9/8/2023 1:23 cv 945 (Buffalo):Civil rights. The defendant police officers handcuffed plaintiff's wrists behind her back, despite the fact that she had a neck injury and requested to have the handcuffs put on in front of her. They threw her in the

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back of their police vehicle, causing further pain and damage to her back and neck, and ignored her screams of pain as they drove her to the police station;

- Brian Evans v. Town of Amherst: Index number: 800149/2017: Alleging that Amherst Police Officers accosted Plaintiff and negligently and carelessly accosted Plaintiff as a result of lack of judgement or discretion inflicting upon the Plaintiff an unjustifiable injury;

- Orens v. Amherst Police Dep't, 2022 U.S. Dist. LEXIS 175030: A claim under 42 U.S.C.S § 1983 alleging violation of claimant's constitutional rights by detaining and incarcerating him based on an invalid arrest warrant;

- Ricks v. Brown, 2023 U.S. Dist. LEXIS 25799: On January 10, 2020, the plaintiff, Keyontay Ricks, commenced this action under 42 U.S.C. § 1983 for, among other things, malicious prosecution and wrongful imprisonment;

- Stevens v. Town of Amherst, 2016 U.S. Dist. LEXIS 23850: Plaintiff alleges that on February 18, 2015, during a "medical event," officers from the Town of Amherst police department arrested her and denied her access to medical care;

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- Lyman v. Town of Amherst, 74 A.D.3d 1842Plaintiff commenced this action seeking damages for false arrest and imprisonment, as well as malicious prosecution, resulting from his arrest;

- Cassenti v. Town of Amherst, 2016 U.S. Dist. LEXIS 42539 On November 16, 2012, Plaintiff Christopher Cassenti ("Plaintiff" or "Cassenti"), commenced this civil rights action pursuant to 42 U.S.C. § 1983, alleging Defendants, including the Town of Amherst ("Town"), and Officers of the Town of Amherst Police Department John Does 1-5, John F. Fiore, and Brian E. Kern (together, "Defendants"), subjected Plaintiff to unnecessary force in connection with Plaintiff's arrest on August 19, 2011;

- John Nowak v. Town of Amherst: Index No: 806782/2020: unlawful arrest and excessive force claim;

- Albert Young II of Wyoming County incident around January 26, 1991, alleged that the Amherst Police used excessive force and showed some degree of racial prejudice in stopping three black Buffalo residents in what police thought was a stolen car;

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- Landow v. Town of Amherst, 49 A.D.3d 1236: Plaintiff sued defendant town, seeking damages for false arrest, false imprisonment, and malicious prosecution resulting from his arrest and subsequent criminal prosecution for obstructing governmental administration;

- Alan Shawni v. Town of Amherst: Index No: 813155/2019: Excessive force, claim;

- Internal Complaint regarding Amherst Officer [redacted] on or about April 23, 2019: A complaint alleging the above named officer grabbed a suspects chest, pulled him out of a car, slammed him to the ground, and that four officers kneed him in the face when they were putting him in handcuffs, and also touched his private parts while putting him in handcuffs;

- Internal Complaint regarding Amherst Officer [redacted] on or about February 1, 2018: A complaint alleging the above named officer kicked and damaged a door during an investigation;

- Internal Complaint regarding Amherst [redacted] on or about February 21, 2018: A complaint alleging the above named officer assaulted a suspect and threw him 10 feet across the room;

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- Internal Complaint regarding Amherst Officer [redacted] on or about November 21, 2017: A complaint alleging actions delaying a victim receiving medical care;

109. As stated above, the alleged constitutional violations herein were caused in part (in addition to the other allegations herein) by and occurred pursuant to an official custom or policy of the TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT, that includes but is not limited to their use force Policy.

An explanation of their use of force policy can be found at the following link: https://www.amherst.ny.us/pdf/police/220428_use_of_force_policy.pdf.

110. Based on a review of the above link, upon information and belief, the above mentioned policy is unconstitutional for the following reasons: It is too general; it does not specifically address the proper handling of situations that are the same/similar to this incident; it does not specifically address handling situations where a non suspect comes to the scene to collect a vehicle; it does not specifically address policy and procedure regarding pushing/shoving/throwing someone; it does not specifically address policy and procedure regarding the amount of force used when handcuffing a suspect; it does not specifically address policy and procedure regarding providing a suspect with appropriate medical care. Plaintiff reserves her right to amend and supplement this section. Upon further information and belief, the above mentioned use of force policy was not appropriately reviewed and revised pursuant to Executive Order 203, New York State Police Reform and Reinvention Collaborative.

111. That as a result of the foregoing, the Plaintiff has sustained general and special damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

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112. That the Plaintiff is entitled to an award of attorneys fees for the prosecution of the within action.

7. ASSAULT:

113. Plaintiff repeats and restates the allegations contained in the foregoing paragraphs of this Complaint as if the same were more fully set forth herein.

114. On January 20, 2023, the Plaintiff was unlawfully arrested by the above named defendants.

115. That the defendant officers intentionally made physical contact with the Plaintiff, beating her, and causing serious injuries and damages.

116. That by the conduct described above, the defendant employees intended to cause the Plaintiff apprehension that harmful, injurious and offensive bodily contact would occur.

117. That the conduct aforementioned did in fact cause the Plaintiff apprehension that harmful, injurious, and offensive bodily contact would occur.

118. That the defendant officers, while acting in the scope of their authority as employees of the TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT defendants, through their training, experience, and possession of dangerous weapons, did in fact have such capability to cause the harmful, injurious, and offensive bodily contact to the Plaintiff herein.

119. That the conduct of the defendant officers was without just cause or provocation, and the Plaintiff did not consent to such conduct. The defendant officers intentionally caused the Plaintiff to become concerned that they were about to cause harmful or offensive bodily contact; they had a real and apparent ability to bring about the harmful and offensive

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contact; and the defendants not only made offensive contact with the Plaintiff, but performed a menacing act or gesture that caused the Plaintiff to believe that a harmful or offensive imminent bodily contact was about to occur before it did.

120. That by reason of the foregoing, the Plaintiff suffered severe, painful, permanent, and personal injuries; was rendered sick, sore, lame and disabled, and suffered loss of enjoyment of quality of life.

8. BATTERY:

121. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs of this Complaint as if the same were more fully set forth herein.

122. On January 20, 2023, the Plaintiff was unlawfully arrested by the above named defendants.

123. That the defendant employees, intentionally made physical contact with the Plaintiff, beating her, and causing serious injuries and damages.

124. The defendant employees intended to subject the Plaintiff to harmful, injurious, and offensive bodily contact.

125. They did, in fact, subject the Plaintiff to harmful, injurious, and offensive bodily contact.

126. That the physical contact perpetrated by the defendant employees was without just cause, without provocation, and the Plaintiff did not consent to such physical contact. The force used against the Plaintiff was grossly excessive and patently unreasonable under the circumstances.

127. The defendant employees intentionally touched the Plaintiff, without her consent, and caused offensive bodily contact; their intention in causing bodily contact to the

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Plaintiff is one that a reasonable person would find offensive; the contact was one that was done for the purpose of harming the Plaintiff and offended her reasonable sense of personal dignity and was one that was otherwise wrongful; the contact also caused physical pain and illness and interfered with the condition of his body.

128. The amount of force used by the officer defendants was excessive and they did not have a reasonable belief that the amount of force they used was necessary to make the unlawful arrest and to prevent the Plaintiff's escape. The physical force used by the officers was intentional and was not reasonably necessary under the circumstances. Considering the circumstances at the time and place of this incident, it was not reasonable for the officers to believe the Plaintiff was resisting arrest or attempting to escape and they were not justified in using force.

129. Since the officers arrest of the Plaintiff was unlawful, any use of force against the Plaintiff was assault and battery, regardless of whether the force would be deemed reasonable if applied during a lawful arrest, the Plaintiff alleges her arrest was not lawful.

130. That by reason of the foregoing, the Plaintiff suffered severe, painful, permanent, and personal injuries; was rendered sick, sore, lame and disabled, and suffered loss of enjoyment of quality of life.

9. BATTERY COMMITTED IN THE PERFORMANCE OF A PUBLIC DUTY:

131. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs of this Complaint as if the same were more fully set forth herein.

132. On January 20, 2023, the Plaintiff was unlawfully arrested by the above named defendants.

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133. That the defendant employees while employed and acting in their official and individual capacity, intentionally made physical contact with the Plaintiff, beating him, and causing serious injuries and damages.

134. The defendant employees intended to subject the Plaintiff to harmful, injurious, and offensive bodily contact.

135. They did, in fact, subject the Plaintiff to harmful, injurious, and offensive bodily contact.

136. That the physical contact perpetrated by the defendant employees was without just cause, without provocation, and the plaintiff did not consent to such physical contact. The force used against the Plaintiff was grossly excessive and patently unreasonable under the circumstances.

137. The defendant employees intentionally touched the Plaintiff, without her consent, and caused offensive bodily contact; their intention in causing bodily contact to the Plaintiff is one that a reasonable person would find offensive; the contact was one that was done for the purpose of harming the Plaintiff and offended her reasonable sense of personal dignity and was one that was otherwise wrongful; the contact also caused physical pain and illness and interfered with the condition of her body.

138. That by reason of the foregoing, the Plaintiff suffered severe, painful, permanent, and personal injuries; was rendered sick, sore, lame and disabled, and suffered loss of enjoyment of quality of life.

139. That given the defendant employees were acting in their official and individual capacities, and performing duties related thereto, they are additionally liable for battery committed in the performance of their public duty.

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10. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

140. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs of this Complaint as if the same were more fully set forth herein.

141. On January 20, 2023, the Plaintiff was unlawfully arrested by the above named defendants.

142. Thereafter, the defendant employees while employed and acting in their individual and official capacity, intentionally made physical contact with the Plaintiff, beating her, and causing serious injuries and damages.

143. That the aforementioned conduct of defendants was so shocking, extreme and outrageous that it exceeds all reasonable bounds of decency. That there was no justification or reason for the aforementioned conduct of defendants.

144. That by their conduct and under circumstances known to them, defendants intended to cause such severe emotional distress, and such conduct made it substantially certain that such distress would follow.

145. That by their conduct, and under circumstances known to them, defendants acted recklessly and with utter disregard to the consequences of their actions; their conduct was extreme and outrageous; their intention was to cause and disregard of a substantially possibility of causing severe, emotional distress.

146. That the aforementioned conduct of defendants directly and proximately caused the Plaintiff's severe emotional injury and distress. There is a direct causal connection between the conduct and the Plaintiff's injuries.

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11. NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

147. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs of this Complaint as if the same were more fully set forth herein.

148. On January 20, 2023, the Plaintiff was unlawfully arrested by the above named defendants.

149. That the defendant employees while employed and acting in their individual and official capacity, intentionally made physical contact with the Plaintiff, beating her , and causing her serious injuries and damages.

150. That by reason of the aforesaid conduct and actions of defendants, Plaintiff feared for her personal safety.

151. That Plaintiff did not consent to the commission of the aforesaid conduct by the defendants.

152. That the conduct of the defendants was not otherwise just, authorized, or privileged.

153. That the aforementioned conduct of defendants was so shocking, extreme and outrageous that it exceeds all reasonable bounds of decency.

154. That the aforementioned conduct of defendants directly and proximately caused the Plaintiff's severe emotional injury and distress.

12. FAILURE TO INTERVENE:

155. Plaintiff repeats and reiterates the allegations contained in the foregoing paragraphs of this Complaint as if the same were more fully set forth herein.

156. On January 20, 2023, the Plaintiff was unlawfully arrested by the above named defendants.

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157. That the defendant employees while employed and acting in their individual and official capacity, intentionally made physical contact with the Plaintiff, beating her, and causing serious injuries and damages.

158. That while the defendant employees were assaulting and battering the Plaintiff, at the same time, employees were within a few feet of the assault sufficient to constitute direct contact between Plaintiff and defendants.

159. That by their conduct, these defendants assumed a duty to protect Plaintiff from the striking, battering and assault by the defendants.

160. That said defendants knew Plaintiff would suffer harm if they did not take timely action to protect her.

161. That said defendants did not take any steps to protect the Plaintiff from the assault, in fact such individuals stood idly by and watched as plaintiff was repeatedly struck.

162. That Plaintiff reasonably relied upon the officers assumption of duty that they would protect her from an assault by defendant. The defendants failed to fulfil their affirmative duty to intercede on behalf of the plaintiff when they witnessed other officers maliciously beating her.

163. The officers breached their affirmative duties to intervene to protect the constitutional rights of the Plaintiff from infringement by other law enforcement officers in their presence.

164. The officers failed to intercede and are liable for the preventable harm sustained by the Plaintiff caused by the actions of other officers where the officers observed or had reason to know that excessive force was being used, that the Plaintiff was being unlawfully arrested, and that constitutional violations were being committed by the other officers.

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165. That by reason of the foregoing, Plaintiff suffered severe, painful, permanent, and personal injuries; was rendered sick, sore, lame and disabled, and suffered loss of enjoyment and quality of life.

13. UNLAWFUL ARREST:

166. Plaintiff repeats and reiterates the allegations contained in the foregoing paragraphs of this Complaint as if the same were more fully set forth herein.

167. That on January 20, 2023, Plaintiff was lawfully present, in the Town of Amherst, New York. Thereafter, defendants, while employed by and acting in their individual and official capacity as police officers with defendant TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT, intentionally made contact with Plaintiff as described above.

168. That during the time aforementioned, defendant officers intended to confine and detain the Plaintiff to the area where they struck, assaulted, and battered the Plaintiff.

169. Defendant officers did indeed prevent, confine and detain the Plaintiff from leaving the area where the assault and battery occurred.

170. Said confinement was accomplished by defendant officers through both physical and verbal means.

171. That Plaintiff was aware of said confinement, and did not consent to same.

172. That said confinement was without just cause or provocation, and was not otherwise privileged.

173. The defendant officers intended to confine the Plaintiff, the Plaintiff was conscious of the confinement and did not consent to it, and the confinement was not privileged.

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174. That by reason of the foregoing, Plaintiff suffered severe, painful, permanent, and personal injuries; was rendered sick, sore, lame and disabled, and suffered loss of enjoyment and quality of life.

14. FAILURE TO TREAT-AND NY CIVIL RIGHTS LAW SECTION 28 CLAIM:

175. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs of this Complaint as if the same were more fully set forth herein.

176. That upon information and belief, at all times hereinafter mentioned, defendants hired employees, agents, servants and contractors that held themselves out as duly qualified to render proper and adequate medical treatment and services, including providing physical examinations and medical care to those persons under the care and custody of the defendants, including Plaintiff.

177. That upon information and belief, at all times hereinafter mentioned, defendants, through their employees, agents, servants and contractors, failed to render medical evaluation and attention to the Plaintiff.

178. That upon information and belief, on January 20, 2023 , defendants, through their employees, agents, servants and contractors, failed to provide adequate and essential medical evaluation and care and treatment to the Plaintiff; they failed to address the Plaintiff's serious medical and mental health needs; they acted with deliberate indifference to the Plaintiff because she was in need of medical care and they failed, or refused to, obtain such care; they failed to protect her from health problems that were sufficiently imminent and sure or very likely to cause her serious illness and needless suffering.

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179. That by reason of the carelessness, negligence and recklessness and medical malpractice of the defendants through their employees, agents, servants and contractors, in the medical care and treatment and services rendered to and for Plaintiff, Plaintiff was caused to suffer severe and great bodily injury with accompanying pain and suffering and sustained bodily and emotional injuries of a permanent nature.

180. That the policies and procedures, and the willful and wanton conduct of defendants, their agents, servants and employees, reflect a reckless and careless disregard and deliberate indifference for the rights of the Plaintiff to receive proper and adequate medical evaluation and attention so as to merit an award of damages against defendants.

181. That the defendants' actions indicate a willful misconduct, wantonness and want of care which have raised the presumption of conscious indifference to the consequences to Plaintiff, thus entitling Plaintiff to an award of damages.

182. That the amount of damages sought in this action exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

15. CONSPIRACY:

183. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs of this Complaint as if the same were more fully set forth herein.

184. That defendants, together with their agents, servants and/or employees acted within their capacities and of their color of law, having conspired together and with others, reached a mutual understanding and acted to undertake a course of contact that violated the Plaintiff's civil rights to wit:

A. The defendants agreed and acted with others to bear, threaten, use excessive force intimidate and terrorize the Plaintiff; and;

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B. The defendants agreed and acted with others to make physical contact with the Plaintiff for exercising her constitutionally protected rights.

185. As a direct and proximate cause of the result of the conspiracy between the defendants and others as aforesaid, Plaintiff was deprived of her constitutional rights as outlined herein.

186. Upon information and belief, the amount of damages sought by the Plaintiff against the defendants in this action exceed the jurisdictional limits of all lower courts which would otherwise have jurisdiction, and the plaintiff seeks damages against the defendants in an amount to be proven and determined at the trial of this action.

16. DEMAND FOR PUNITIVE DAMAGES

187. The actions of the defendants herein were extreme and outrageous, and shock the conscience of a reasonable person. Consequently, an award of punitive damages is appropriate to punish the defendants for their deliberate indifference and malice towards the Plaintiff and her rights as outlined above.

188. As such, Plaintiff demands judgment against defendants in an amount to be determined at trial.

WHEREFORE, the plaintiff respectfully the following forms of relief:

A) Compensatory and special damages against the defendants and each of them jointly and severally, in an amount to be determined at trial;

B) Punitive Damages against all individual defendants in an amount to be determined by a properly instructed jury;

C) Costs, disbursements, and attorneys' fees as stated above;

D) Interest on the aforementioned judgments;

E) Jury trial; and

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F) Such other and further relief that the Court deems just and proper.

Dated: September 12, 2023
Hamburg, New York

SHAW & SHAW P.C.

Blake Zaccagnino
Attorneys for Plaintiff
4819 South Park Avenue
Hamburg, New York 14075
(716) 648-3020 Telephone
(716) 648-3730 Fax

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Town Clerk
DOC ID: 28001

COMMUNICATION 2023-118

REFERRED

Summons and Complaint: Wells Fargo Bank, N.A. Vs. Town of Amherst Et Al.

10/2/2023
Referred to Town Attorney

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

15.3.a

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

Wells Fargo Bank, N.A.,

Plaintiff,

-against-

Denise Rodriguez; First National Credit, Inc.; Amherst-Cheektowaga-Tonawanda HOME Consortium; The United States of America acting through The Secretary of Housing and Urban Development, and "JOHN DOE", said name being fictitious, it being the intention of Plaintiff to designate any and all occupants of premises being foreclosed herein, and any parties, corporations or entities, if any, having or claiming an interest or lien upon the mortgaged premises,

Defendants.

SUMMONS AND NOTICE

Index No. _____

Date Filed: _____

PROPERTY ADDRESS: 100 Westbrook Drive, Cheektowaga, NY 14225

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or a notice of appearance on the attorneys for the Plaintiff within thirty (30) days after the service of this summons, exclusive of the day of service. The United States of America, if designated as a defendant in this action, may appear within sixty (60) days of service hereof. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

NOTICE OF NATURE OF ACTION AND RELIEF SOUGHT THE OBJECT of the above captioned action is to foreclose a Consolidation and/or Modified Mortgage (hereinafter "the Mortgage") to secure $79,716.98 and interest, recorded in the Erie County Clerk's Office on

Attachment: DOC091523-091520231027S3 (COM-2023-118 : Summons and Complaint: Wells Fargo Bank, N.A. Vs. Town of Amherst Et Al.)

15.3.a

January 31, 2023, at Book 14081 of Mortgages, page 7376 covering premises known as 100 Westbrook Drive, Cheektowaga, NY 14225.

The relief sought in the within action is a final judgment directing the sale of the premises described above to satisfy the debt secured by the Mortgage described above.

Plaintiff designates Erie County as the place of trial. Venue is based upon the County in which the mortgaged premises is situated.

NOTICE
YOU ARE IN DANGER OF LOSING YOUR HOME

IF YOU DO NOT RESPOND TO THIS SUMMONS AND COMPLAINT BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE MORTGAGE COMPANY WHO FILED THIS FORECLOSURE PROCEEDING AGAINST YOU AND FILING THE ANSWER WITH THE COURT, A DEFAULT JUDGMENT MAY BE ENTERED AND YOU CAN LOSE YOUR HOME.

SPEAK TO AN ATTORNEY OR GO TO THE COURT WHERE YOUR CASE IS PENDING FOR FURTHER INFORMATION ON HOW TO ANSWER THE SUMMONS AND PROTECT YOUR PROPERTY.

SENDING A PAYMENT TO YOUR MORTGAGE COMPANY WILL NOT STOP THIS FORECLOSURE ACTION.

YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.

Dated: September 6, 2023

Andrew Loete, Esq.
Associate Attorney
LOGS LEGAL GROUP LLP
Attorneys for Plaintiff
175 Mile Crossing Boulevard
Rochester, New York 14624
(585) 247-9000
Fax: (585) 247-7380
Our File No. 23-094184

Attachment: DOC091523-09152023102753 (COM-2023-118 : Summons and Complaint: Wells Fargo Bank, N.A. Vs. Town of Amherst Et Al.)

15.3.a

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

Wells Fargo Bank, N.A.,

Plaintiff,

-against-

Denise Rodriguez; First National Credit, Inc.; Amherst-Cheektowaga-Tonawanda HOME Consortium; The United States of America acting through The Secretary of Housing and Urban Development, and "JOHN DOE", said name being fictitious, it being the intention of Plaintiff to designate any and all occupants of premises being foreclosed herein, and any parties, corporations or entities, if any, having or claiming an interest or lien upon the mortgaged premises,

Defendants.

MORTGAGE FORECLOSURE COMPLAINT

Index No. _____

Date Filed: _____

The Plaintiff herein, by its Attorneys, LOGS Legal Group LLP, complains of the defendants above named, and for its cause of action, alleges that:

First: The Plaintiff herein, at all times hereinafter mentioned was and still is a duly authorized National Association and having an office at c/o 3476 Stateview Blvd, MAC# X7801-013 (FC), Fort Mill, South Carolina 29715.

PLAINTIFF FURTHER ALLEGES UPON INFORMATION AND BELIEF

Second: The defendants set forth in Schedule "A" reside or have a place of business at the address set forth therein and are made defendants in this action in the capacities therein alleged and for the purpose of foreclosing and extinguishing any other right, title or interest said defendants may have in the subject premises.

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Third: The United States of America, The People of the State of New York, The State Tax Commission of the State of New York, the Industrial Commissioner of the State of New York and all other agencies or instrumentalities of the Federal, State or local government (by whatever name designated) if made parties to this action and if appearing in Schedule "B", are made parties solely by reason of the interest set forth in Schedule "B" and for no other reason.

Fourth: Heretofore, the defendant(s), Denise Rodriguez, for the purpose of securing to Wells Fargo Bank, N.A., its successors and assigns, the sum of $79,716.98, duly made a certain bond, note, consolidation, extension, modification, recasting, or assumption agreement, as the case may be, wherein and whereby they bound themselves, their heirs, executors, administrators and assigns, and each and every one of them, jointly and severally, in the amount of said sum of money, all as more fully appears together with the terms of repayment of said sum or rights of Wells Fargo Bank, N.A., its successors and assigns, in said bond, note or other instrument, a copy of which is attached hereto and made a part hereof.

Fifth: As security for the payment of said indebtedness, a consolidation, extension and/or modification agreement was executed, acknowledged and delivered to Wells Fargo Bank, N.A., its successors and assigns, recorded in the Erie County Clerk's Office on January 31, 2023, at Book 14081 of Mortgages, page 7376, wherein and whereby the mortgagor(s) named therein mortgaged, bargained, granted an interest in and/or sold to the mortgagee, its successors and assigns, the premises more particularly described therein, hereinafter called "mortgaged premises", under certain conditions with rights, duties and

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privileges between or among them as more fully appears in said consolidation, extension and/or modification agreement, a copy of which is attached hereto and made a part hereof. Said Recorded Loan Modification (hereinafter "the Mortgage") modified the mortgage(s) referred to in Schedule "D" hereof to form a single first mortgage lien in the sum of $79,716.98.

Sixth: The Plaintiff is the current owner and holder of the subject mortgage and note, or has been delegated the authority to institute a mortgage foreclosure action by the owner and holder of the subject mortgage and note. If Plaintiff is not the original owner and holder of the subject note and mortgage then information regarding the chain of title will be contained in Schedule "D".

Seventh: The said mortgages were duly recorded and the mortgage tax due thereon was duly paid on the recorded instrument in the proper County Clerk's Office at the place and time which appears thereon. Plaintiff shall pay the requisite mortgage tax attributed to the Modification Agreement, if any, prior to Judgment of Foreclosure and Sale.

Eighth: The defendant(s), Denise Rodriguez, so named, have failed and neglected to comply with the conditions of said mortgage, bond or note by omitting and failing to pay the monthly payments of principal, interest, taxes, assessments, water rates, insurance premiums, escrow and/or other charges, and accordingly, the plaintiff has duly elected and does hereby elect to call due the entire amount presently secured by the mortgage described in paragraph "FIFTH" hereof.

Ninth: Heretofore and prior to the commencement of this action, part of the original principal sum may have been paid to apply on said indebtedness and there remains due the amount set forth in Schedule "C".

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15.3.a

Tenth: In order to protect its security, the plaintiff has paid, or will pay, as may be compelled during the pendency of this action, local taxes, assessments, water rates, insurance premiums, inspections and other charges affecting the mortgaged premises, and the plaintiff requests that any sums thus paid by it for said purposes (together with interests thereon) should be added to the sum otherwise due and be deemed secured by the said mortgage and be adjudged a valid lien on the mortgaged premises, the amount of which will ultimately be determined by the Court.

Eleventh: The defendants herein have, or claim to have, some interest in or lien upon, said mortgaged premises or some part thereof, which interest or lien, if any, has accrued subsequent to, has been paid, or is otherwise subordinate to, the lien of plaintiff's mortgage.

Twelfth: There are no pending proceedings at law or otherwise to collect or enforce said bond/note and mortgage and there is no other action pending which has been brought to recover said mortgage debt or any part thereof.

Thirteenth: The Schedules, Exhibits and other items attached to this Complaint are expressly incorporated and made a part of this Complaint for all purposes with the same force and effect as if they were completely and fully set forth herein wherever reference has been made to each or any of them.

Fourteenth: By reason of the foregoing, there is now due and owing to the plaintiff upon said bond, note, assumption agreement, consolidation agreement, or recasting agreement, the unpaid principal balance set forth in Schedule "C", and such other fees, costs, late charges, and interest, the amount of which will be determined by the Court.

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Fifteenth: The mortgage provides that, in the case of foreclosure, the mortgaged premises may be sold in one parcel.

Sixteenth: The Plaintiff shall not be deemed to have waived, altered, released or changed the election hereinbefore made by reason of the payment or performance, after the date of the commencement of this action, of any or all of the defaults mentioned herein; and such election shall continue and remain effective until the costs and disbursements of this action, and all present and future defaults under the Note and Mortgage and occurring prior to the discontinuance of this action are fully paid and cured.

Seventeenth: Pursuant to the Fair Debt Collection Practices Act, this action may be deemed to be an attempt to collect a debt, on behalf of Plaintiff. Any information obtained as a result of this action will be used for that purpose.

Eighteenth: Plaintiff has complied with all the provisions of section five-hundred ninety-five-a of the New York State Banking Law and any rules and regulations promulgated thereunder, section six-l or six-m of the New York State Banking Law and section thirteen hundred four of New York State Real Property Actions and Proceedings Law (RPAPL).

Nineteenth: Plaintiff has complied with the provisions of RPAPL § 1306, by filing the form required by the superintendent of financial services within three business days of mailing the RPAPL § 1304 notice, as evinced by the Proof of Filing Statement issued by the New York State Department of Financial Services f/k/a New York State Banking Department; a copy of the Proof of Filing Statement is attached hereto and made a part hereof.

Twentieth: To the extent the original obligation was discharged in bankruptcy under Title 11 of the United States Code, this pleading does not constitute an attempt to collect a

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debt or to impose personal liability for such obligation. However, the secured party retains all rights, and hereby exercises its right to foreclose its lien, under its security instrument.

WHEREFORE, plaintiff demands judgment:

(a) Adjudging and decreeing the amounts due the plaintiff for principal, interest, costs, and reasonable attorney's fees, if and as provided for in the said mortgage;

(b) That the defendants and all persons claiming by, through or under them, or either or any of them, subsequent to the commencement of this action and every other person or corporation whose right, title conveyance or encumbrance is subsequent to or subsequently recorded, may be barred and forever foreclosed of all right, claim, lien, or interest, or equity of redemption in and to said mortgaged premises;

(c) That the said mortgaged premises, or such part thereof as may be necessary to raise the amounts then due for principal, interest, costs, reasonable attorney's fees, allowances and disbursements, together with any monies advanced and paid, may be decreed to be sold according to law;

(d) That out of the monies arising from the sale thereof, the plaintiff may be paid the amounts then due on said bond/note and mortgage and any sum which may have been paid by the plaintiff to protect the lien of plaintiff's mortgage as herein set forth, with interest upon said amounts from the dates of the respective payments and advances thereof, the costs and expenses of this action, additional allowance, if any, and reasonable attorney's fees, if and as provided for in the mortgage, rider or other agreement, so far as the amount of such money properly applicable thereto will pay the same;

(e) That either or any of the parties to this action may become a purchaser upon such sale;

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15.3.a

(f) That this Court forthwith appoint a Receiver of the rents and profits of said premises with the usual powers and duties;

(g) That the defendant(s), Denise Rodriguez, unless discharged in bankruptcy may be adjudged to pay any deficiency that may remain after applying all of said monies so applicable thereto;

(h) That the United States of America shall have the right of redemption, if applicable;

(i) That the plaintiff may have such other or further relief, or both, in the premises as may be just and equitable.

Plaintiff specifically reserves its right to share in any surplus monies arising from the sale of subject premises by virtue of its position as a judgment or other lien creditor excluding the mortgage being foreclosed herein.

Dated: September 6, 2023

Andrew Loete, Esq.
Associate Attorney
LOGS LEGAL GROUP LLP
Attorneys for Plaintiff
175 Mile Crossing Boulevard
Rochester, New York 14624
(585) 247-9000
Fax: (585) 247-7380
Our File No. 23-094184

Attachment: DOC091523-09152023102753 (COM-2023-118 : Summons and Complaint: Wells Fargo Bank, N.A. Vs. Town of Amherst Et Al.)

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

Francina J. Spoth
Town Clerk

Meeting: 10/02/23 07:00 PM
Department: Town Clerk
DOC ID: 28024

COMMUNICATION 2023-119 **REFERRED**

Complaint and Jury Demand: Nellie Brown & Gerard Fonte Vs. Town of Amherst Et Al.

10/2/2023
Referred to Town Attorney

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

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

NELLIE BROWN

GERARD FONTE

Plaintiffs,

v.

TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

OFFICER DAVID AWALD
500 John James Audubon Pkwy
Buffalo, New York 14228

OFFICER TREY JOHNSON
500 John James Audubon Pkwy
Buffalo, New York 14228

OFFICER CARYN GOULD
500 John James Audubon Pkwy
Buffalo, New York 14228

OFFICER MARIE EVANS
500 John James Audubon Pkwy
Buffalo, New York 14228

OFFICER MICHAEL FINNIGAN
500 John James Audubon Pkwy
Buffalo, New York 14228

OFFICER WILLIAM JULICHER
500 John James Audubon Pkwy
Buffalo, New York 14228

COMPLAINT
AND JURY DEMAND

Civil Action No. 23-cv-993

Attachment: DOC092623-09262023091012 (COM-2023-119 : Complaint and Jury Demand: Nellie Brown & Gerard Fonte Vs. Town of Amherst Et

DETECTIVE TERRENCE WALSH
500 John James Audubon Pkwy
Buffalo, New York 14228

LIEUTENANT THOMAS RATZEL
500 John James Audubon Pkwy
Buffalo, New York 14228

CAPTAIN BRUCE MANN
500 John James Audubon Pkwy
Buffalo, New York 14228

CAPTAIN KEVIN BROWN
500 John James Audubon Pkwy
Buffalo, New York 14228

Defendants.

Plaintiffs, Nellie Brown ("Ms. Brown") and Gerard Fonte ("Mr. Fonte") (hereinafter, collectively referred to as "Plaintiffs"), by their attorneys, Rupp Pfalzgraf LLC, for their verified complaint against the defendants, Town of Amherst, Officer William Julicher, Lieutenant Thomas Ratzel, Detective Terrence Walsh, Captain Bruce Mann, Officer Michael Finnigan, Officer Caryn Gould, Officer Marie Evans, Captain Kevin Brown, Officer David Awald, and Officer Trey Johnson (hereinafter, collectively referred to as "Defendants"), individually and in their capacity as employees of the Town of Amherst, allege as follows:

PRELIMINARY STATEMENT

1. In late 2015, Plaintiffs came into ownership of a rare Mauser C96 M712 pistol. Plaintiffs gave the pistol to the Town of Amherst Police Department for safekeeping as they attempted to sell it with federal approval. During such time, Plaintiffs had received a Certificate of Non-Destruction to ensure the pistol's protection. After several conversations with the Amherst Police Department, Plaintiffs were assured that the pistol would be held for

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safekeeping, and they would be contacted if anything was to happen to the pistol. At or around August 2021, the Amherst Police Department took the law into their own hands by violating the Certificate of Non-Destruction simply because they believed that the Certificate should not have been issued, and they destroyed the firearm. Plaintiffs were not told of the destruction until almost a year later. By way of this action, Plaintiffs seek damages and the vindication of their rights under the United States Constitution.

JURISDICTION

2. This action is brought under 42 U.S.C. §§ 1983 and 1988, under the Fourth, Fifth, and Fourteenth Amendments of the United States Constitution. Jurisdiction is conferred upon this Court by 28 U.S.C. §§ 1331 and 1343, this being an action seeking redress for the violation of the Plaintiffs' constitutional and civil rights.

3. Plaintiff further invokes this Court's pendent jurisdiction, pursuant to 28 U.S.C. § 1367(a), over any and all state law claims and as against parties that are so related to claims in this action within the original jurisdiction of this Court that they form part of the same case or controversy.

VENUE

4. Pursuant to 28 U.S.C. § 1391(b), venue is proper in the Western District of New York because the events forming the basis of Plaintiffs' verified complaint occurred in this District.

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PARTIES

5. At all times hereinafter mentioned, Plaintiffs were and remain citizens of the State of New York, County of Erie, residing at 3985 Tonawanda Creek Road, East Amherst, New York 14051.

6. Defendant, the Town of Amherst, was and is a municipal corporation duly organized and existing under the laws of the State of New York and has a business address at 5583 Main Street, Williamsville, New York 14221.

7. At all times hereinafter mentioned, the Town of Amherst has operated and continues to operate a municipal police department under the command of its Police Chief, who currently is Scott P. Chamberlin.

8. Defendant, the Town of Amherst, through its Town Supervisor, Town Board, and their officers, agents, servants, employees, and/or their specialized units, promulgate, implement, review, and/or enforce, as policymakers, certain policies regarding the conduct and actions of police officers employed by the Town of Amherst, including the Town of Amherst Police Department.

9. Defendant, Officer David Awald, was and is a resident of the County of Erie, and State of New York. At all times hereinafter mentioned, he was and is a Police Officer employed by the Town of Amherst and was acting within the scope of his employment and official capacity as a police officer at the time of the incident giving rise to this lawsuit. Defendant Awald is being sued in his individual capacity for damages caused by his actions and conduct.

10. Defendant, Officer Trey Johnson, was and is a resident of the County of Erie, and State of New York. At all times hereinafter mentioned, he was and is a police officer

employed by the Town of Amherst and was acting within the scope of his employment and official capacity as a police officer at the time of the incident giving rise to this lawsuit. Defendant Johnson is being sued in his individual capacity for damages caused by his actions and conduct.

11. Defendant, Officer Caryn Gould, was and is a resident of the County of Erie, and State of New York. At all times hereinafter mentioned, she was and is a police officer for the police department employed by the Town of Amherst and was acting within the scope of her employment and official capacity as a police officer at the time of the incident giving rise to this lawsuit. Defendant Gould is being sued in her individual capacity for damages caused by her actions and conduct.

12. Defendant, Officer Marie Evans, was and is a resident of the County of Erie, and State of New York. At all times hereinafter mentioned, she was and is a police officer for the police department employed by the Town of Amherst and was acting within the scope of her employment and official capacity as a police officer at the time of the incident giving rise to this lawsuit. Defendant Evans is being sued in her individual capacity for damages caused by her actions and conduct.

13. Defendant, Officer Michael Finnigan, was and is a resident of the County of Erie, and State of New York. At all times hereinafter mentioned, he was and is a police officer for the police department employed by the Town of Amherst and was acting within the scope of his employment and official capacity as a police officer at the time of the incident giving rise to this lawsuit. Defendant Finnigan is being sued in his individual capacity for damages caused by his actions and conduct.

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14. Defendant, Officer William Julicher, was and is a resident of the County of Erie, and State of New York. At all times hereinafter mentioned, he was and is a police officer for the police department employed by the Town of Amherst and was acting within the scope of his employment and official capacity as a police officer at the time of the incident giving rise to this lawsuit. Defendant Julicher is being sued in his individual capacity for damages caused by his actions and conduct.

15. Defendant, Detective Terrence Walsh, was and is a resident of the County of Erie, and State of New York. At all times hereinafter mentioned, he was and is a Detective for the police department employed by the Town of Amherst and was acting within the scope of his employment and official capacity as a police officer at the time of the incident giving rise to this lawsuit. Defendant Walsh is being sued in his individual capacity for damages caused by his actions and conduct.

16. Defendant, Lieutenant Thomas Ratzel, was and is a resident of the County of Erie, and State of New York. At all times hereinafter mentioned, he was and is a Lieutenant for the police department employed by the Town of Amherst and was acting within the scope of his employment and official capacity as a police officer at the time of the incident giving rise to this lawsuit. Defendant Ratzel is being sued in his individual capacity for damages caused by his actions and conduct.

17. Defendant, Captain Bruce Mann, was and is a resident of the County of Erie, and State of New York. At all times hereinafter mentioned, he was and is a Captain for the police department employed by the Town of Amherst and was acting within the scope of his employment and official capacity as a police officer at the time of the incident giving rise to this

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lawsuit. Defendant Mann is being sued in his individual capacity for damages caused by his actions and conduct.

18. Defendant, Captain Kevin Brown, was and is a resident of the County of Erie, and State of New York. At all times hereinafter mentioned, he was and is a Captain for the police department employed by the Town of Amherst and was acting within the scope of his employment and official capacity as a police officer at the time of the incident giving rise to this lawsuit. Defendant Brown is being sued in his individual capacity for damages caused by his actions and conduct.

NOTICE OF CLAIM

19. On September 14, 2022, Plaintiffs served Defendants with a notice of claim.

20. On November 23, 2022, Plaintiffs filed a Notice of Petition granting Plaintiffs leave to file a late notice of claim.

21. On March 13, 2023, Hon. Catherine Nugent Panepinto granted Plaintiffs leave to file a late notice of claim and gave them 30 days to file a notice of claim.

22. On March 23, 2023, Plaintiffs filed a Notice of Claim with Defendants, setting forth the facts underlying their claims against Defendants.

23. Defendants examined Plaintiffs pursuant to General Municipal Law Section 50-h on May 17, 2023.

24. Since the 50-h examination, adjustment or payment by Defendants has been neglected or refused.

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25. The action has been commenced within the time frame established by Hon. Catherine Nugent Panepinto's leave to file a late notice of claim.

FACTUAL BACKGROUND

26. Ms. Brown and her husband, Mr. Fonte, cohabitate at their residence in

27. Ms. Brown's maternal grandfather, Frank R. Castellana, owned both a gunsmith and locksmith business in West Virginia.

28. Before Mr. Castellana's death in 1974, he came into possession of a Mauser C96 pistol (hereinafter "Mauser"). Alongside the Mauser, he also received paperwork confirming ownership and that the firearm was taken as a war trophy during World War II.

29. After his death, Marie P. Brown, Ms. Brown's mother, was his sole heir and inherited the Mauser and many other firearms.

30. Marie Brown was later diagnosed with dementia and was moved into an assisted living facility. After such time, Ms. Brown exercised her power of attorney for her mother.

31. After Marie began living in the assisted living facility, Plaintiffs began going through the belongings that remained in Marie's home. During this time, Plaintiffs found a safe in the basement.

32. After emptying the safe, Plaintiffs found multiple firearms, one of which was the Mauser.

33. After finding the assortment of firearms, Mr. Fonte began the process of obtaining his pistol permit to ensure Plaintiffs legally could own the firearms.

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34. Mr. Fonte contacted William Fowler, Jr., Supervisor of the Pistol Permit Department; Mr. Fowler advised Mr. Fonte to turn the weapons over to the Town of Amherst Police Department until Mr. Fonte was able to obtain his pistol permit and legally own the firearms.

35. Mr. Fowler also gave Mr. Fonte an "Application for Non-Destruction" form, which Mr. Fonte understood to be a legal shield for firearms until proper paperwork could be obtained.

36. Following this advice, Plaintiffs turned the firearms over to the Town of Amherst Police Department on October 30, 2015. As part of this process, Mr. Fonte completed a "Safekeeping of Weapons" form.

37. On November 18, 2015, Mr. Fonte completed and filed the "Application for Non-Destruction" of, inter alia, the Mauser that had been turned over to the Town of Amherst for safekeeping.

38. While filling out the "Application for Non-Destruction," Mr. Fonte selected the type of weapon as semi-automatic. Mr. Fonte believed the selection was between a revolver, a firearm with a revolving cylinder, or a semi-automatic, a weapon that utilizes a clip.

39. The Mauser was in fact a weapon that utilized a clip.

40. During this time, Mr. Fonte also believed that the Mauser fell under the alternative definition of semi-automatic meaning with each pull of the trigger a single bullet would be fired.

41. The Mauser, at all times described, was capable, and was enabled, to be a semi-automatic firearm.

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42. On May 26, 2016, Hon. M. William Boller granted the application ensuring the protection and non-destruction of, inter alia, the Mauser.

43. On June 15, 2016, Mr. Fonte received a letter from William Fowler Jr. stating that the Certificate of Non-Destruction had been approved and a copy was sent to the Amherst Police Department.

44. The letter also stated that all of the firearms that Mr. Fonte had turned in for safekeeping were added to his pistol permit and he was now able to pick up the firearms from the Amherst Police Department.

45. On June 20, 2016, Mr. Fonte retrieved all firearms held by the Amherst Police Department.

46. Unbeknownst to both Ms. Brown and Mr. Fonte upon reacquiring the Mauser, the firearm was actually a variant called the M712, or Schnellfeuer, which was capable of becoming fully automatic.

47. Mr. Fonte, through further research of the firearm, learned about this Mauser C96 variant and was able to confirm that the Mauser was a M712.

48. Realizing the fully automatic capabilities of the firearm and realizing that his current pistol permit would not allow for the ownership of the Mauser, on June 22, 2016, Mr. Fonte readmitted the Mauser to the safekeeping of the Amherst Police Department.

49. At no point did Mr. Fonte ever fire the Mauser.

50. Plaintiffs then attempted to sell the Mauser with federal approval.

51. A few months later, Mr. Fonte requested to view the Mauser for the purpose of taking photographs to aid in the process of the sale and transfer of the firearm.

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52. During such time Mr. Fonte spoke with an Officer Gould. Mr. Fonte explained how valuable the Mauser was and that he was currently in the process of selling the firearm.

53. After such time, Mr. Fonte contacted the Bureau of Alcohol, Tobacco, Firearms, and Explosives ("ATF") to begin the process of the transfer.

54. On July 8, 2016, Mr. Fonte contacted Janice Fields, an employee with the ATF, to inquire about any laws and regulations necessary in the ownership and transferring of the Mauser.

55. On July 13, 2016, Janice Fields responded by saying the National Firearms Registration and Transfer Records ("NFRTR") had indicated that the Mauser was classified as "Any Other Weapon." She also stated that she would be seeking further confirmation from a Technical Advisor from the NFA Branch.

56. Plaintiffs then proceeded to form an agreement with Larry Cheatham, owner of L&L Machine Guns, a store in Tulsa, Oklahoma, which specializes in the sale and use of NFA Class III firearms, for the purchase and transfer of the Mauser.

57. However, since the estate of Marie Brown was not officially settled, it was decided by Plaintiffs and Mr. Cheatham that the purchase and transfer of the Mauser would not take place until the will was probated because the ATF would not transfer the gun until that took place.

58. Ms. Brown became the legal possessor of the firearms by Surrogate's Court decree, dated October 26, 2018.

59. On March 10, 2019, Plaintiffs submitted a Form-4 to facilitate the transfer.

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60. On June 4, 2020, Defendant Officer Johnson called Plaintiff Mr. Fonte to discuss the length of time that the Mauser had been in safekeeping with the Amherst Police Department.

61. Plaintiff Mr. Fonte explained to Defendant Officer Johnson that the reason for the long duration of safekeeping was the lengthy process of acquiring the possession of the Mauser through the probate of Maria Brown's estate.

62. Mr. Fonte further explained that he already had started the process to transfer the Mauser. Defendant Officer Johnson agreed with Mr. Fonte that Plaintiffs were doing everything possible to facilitate the transfer in a timely manner and would add another year on to the safekeeping of the Mauser.

63. Officer Johnson also stated that he was aware of how rare and valuable the Mauser was, and he assured Mr. Fonte that the Amherst Police Department would notify Plaintiffs before they took any action regarding the Mauser's safekeeping.

64. Soon after this conversation, Plaintiffs formed a separate agreement with Larry Cheatham agreeing that if the Amherst Police Department contacted Mr. Fonte stating that they could no longer hold onto to the weapon, he would have Larry store the Mauser at his facility. However, Mr. Fonte wished this to be the last possible course of action since he was reluctant to give Mr. Cheatham the Mauser without any form of payment.

65. Mr. Fonte once again was contacted by the ATF, and he was told they required further photographs of the Mauser before they could approve the transfer.

66. On August 18, 2021, defendants Walsh and Johnson signed over the Mauser to be transported to Covanta Energy at 100 Energy Way, Niagara Falls, New York to be destroyed.

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67. On June 15, 2022, Mr. Fonte contacted the Amherst Police Department to schedule a date and time in which to view the Mauser and take updated photographs. Defendant Detective Walsh spoke with Mr. Fonte and informed him that the Mauser was destroyed in August of 2021, almost a full year prior.

68. Detective Walsh also incorrectly stated that the Amherst Police Department had informed Plaintiffs before the Mauser had been destroyed.

69. Upon information and belief, on June 17, 2022, Defendant Walsh reviewed the safekeeping form and found a yellow note on the form, which was created prior to the destruction of the Mauser and stated that Plaintiffs were attempting to work with the ATF to try and clear up any issues with the sale of the Mauser.

70. After the destruction, Plaintiffs requested any paperwork regarding the destruction of the Mauser. Defendants not only refused to provide any documentation regarding the destruction of the Mauser, but they also refused to meet with Plaintiffs to discuss the unauthorized destruction of their property.

71. Upon information and belief on or around June 17, 2022, Mr. Fonte entered the Amherst Police Department asking to speak with Defendant Walsh about the Mauser's destruction.

72. During a conversation with an Amherst Police Department Secretary, Mr. Fonte expressed his displeasure with the Amherst Police Department for destroying the Mauser in violation of the Certificate of Non-Destruction.

73. Upon information and belief, Defendants failed to retain a copy of the Certificate of Non-Destruction with other paperwork relating to the safekeeping of the Mauser.

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74. On or around June 29, 2022, Defendant Captain Mann called Mr. Fonte and boorishly described his reasoning for blatantly disregarding Hon. M. William Boller's Certificate of Non-Destruction regarding the Mauser. Captain Mann proceeded to tell Mr. Fonte that the Town of Amherst had already held onto the Mouser for more than a year and the Town "isn't a storage facility for residents."

75. Defendant Captain Mann also stated that Plaintiffs previously were notified that the weapon was to be destroyed, but he was unable to provide any documentation to substantiate this claim.

76. Plaintiffs, distressed and upset by the destruction of such a rare and valuable firearm, asked why the Amherst Police Department destroyed the weapon, and Captain Mann simply stated that they were not obligated to keep it, so they destroyed it.

77. Plaintiffs thereby lost the value of the Mauser, which also rendered the accompanying historical paperwork worthless.

78. As a direct and proximate result of Defendants' conduct, Plaintiffs have been compelled to retain the services of counsel to protect and enforce their rights, and therefore they have incurred and continue to incur attorneys' fees, expert fees, and costs for which they are entitled to reimbursement in an amount to be established at the time of trial pursuant to 42 U.S.C. § 1988.

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CAUSES OF ACTION

FIRST CAUSE OF ACTION

VIOLATION OF THE FOURTEENTH AMENDMENT
Procedural Due Process Violation under 42 U.S.C. § 1983
Against Defendants

79. Plaintiffs incorporate the allegations contained in paragraphs 1 through 78 of this complaint as if fully set forth herein.

80. Under the Fourteenth Amendment to the United States Constitution, no state shall "deprive any person of life, liberty, or property, without due process of law."

81. In addition to protecting certain unenumerated rights, the Due Process Clause of the Fourteenth Amendment also has a procedural aspect that guarantees an individual's right to fair procedures before depriving a person of "life, liberty, or property."

82. Plaintiffs had a property right in the Mauser. Plaintiffs also had been assured of the Mauser's safekeeping by Defendant Officer Johnson.

83. Defendants intentionally and willfully destroyed the Mauser without providing any notice to Plaintiffs.

84. Defendants knowingly and intentionally disregarded a court ordered Certificate of Non-Destruction that specifically stated that the firearm with serial number 89265 (the Mauser) was not to be destroyed.

85. Rather than follow the rules and procedures of the Town of Amherst, the State of New York, and the Constitution of the United States and appeal the court's decision of granting the Certificate of Non-Destruction, Defendants took the law into their own hands and destroyed the Mauser.

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86. As a result of their actions and inactions, Defendants deprived Plaintiffs of their procedural due process rights.

87. Defendants' conduct was committed under the color of state law.

88. As a direct and proximate result of the foregoing, Plaintiffs were damaged and injured in an amount to be determined at trial.

89. The conduct by Defendants was willful, malicious, oppressive, and reckless, and was of such a nature that Plaintiffs claim punitive damages against each of them in an amount commensurate with the wrongful acts alleged.

SECOND CAUSE OF ACTION

Violation of the Fourteenth Amendment
Substantive Due Process Violation under 42 U.S.C. § 1983
Against All Defendants

90. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 89 of this complaint as if fully set forth here.

91. Under the Fourteenth Amendment to the United States Constitution, no state shall "deprive any person of life, liberty, or property, without due process of law."

92. In addition to guaranteeing certain procedural protections, the Due Process Clause of the Fourteenth Amendment guarantees certain substantive protections, including the right to property.

93. Defendants acted arbitrarily, oppressively, and in a conscience-shocking manner in authorizing the destruction of the Mauser.

94. Defendants improperly sent the Mauser for destruction without any circumstances to justify disregarding the Certificate of Non-Destruction, and without providing

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notice to the Plaintiffs to protect their due process rights, which thereby deprived Plaintiffs of their property rights without an opportunity to be heard.

95. Plaintiffs' substantive due process rights under the Fourteenth Amendment of the Constitution of the United States were violated, as Plaintiffs have suffered a loss of property and the ability to sell that property which incurred a monetary loss, due to the illegal acts of Defendants.

96. Defendants' deprivation of Plaintiffs' property rights was an arbitrary and capricious violation of Plaintiffs' due process rights.

97. Defendants' conduct involved reckless or deliberate and callous indifference to Plaintiffs' property rights.

98. Defendants intentionally or recklessly failed to provide Plaintiffs with an opportunity to be heard before ordering the destruction of the Mauser.

99. Defendants intentionally or recklessly failed to adhere to the Certificate of Non-Destruction by ordering the destruction of the Mauser.

100. Defendants' actions deprived Plaintiffs of their substantive due process rights guaranteed by the Fourteenth Amendment.

101. Defendants' conduct was committed under the color of state law.

102. As a direct and proximate result of the foregoing, Plaintiffs were damaged and injured in an amount to be determined at trial.

103. The conduct by Defendants was willful, malicious, oppressive, and reckless, and was of such a nature that Plaintiffs claim punitive damages against each of them in an amount commensurate with the wrongful acts alleged.

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THIRD CAUSE OF ACTION

Violation of the Fourteenth Amendment
Unlawful Taking under 42 U.S.C. § 1983
Against All Defendants

104. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 103 of this complaint as if fully set forth here.

105. The demolition of the Mauser constituted a deprivation of Plaintiffs' property.

106. Plaintiffs were deprived of their property without due process of law in that they were not given notice and an opportunity to be heard before being deprived of it.

107. Providing notice and an opportunity to be heard was not impractical for Defendants, nor was the destruction of the Mauser necessary.

108. Defendants intentionally and willingly disobeyed a court ordered Certificate of Non-Destruction.

109. Defendants, rather than using the correct avenues to appeal this certificate, took the law into their own hands and decided that the certificate should not have been granted and destroyed the Mauser.

110. Plaintiffs were entitled to rely on this Certificate of Non-Destruction or have the opportunity to be heard if Defendants did not agree with the decision and wished to appeal the certificate.

111. Defendant Officer Johnson told Plaintiffs that the Mauser would not be destroyed without Defendants contacting them beforehand. Plaintiffs were therefore entitled to be informed of the Mauser's intended destruction before the destruction took place.

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112. Defendants prevented Plaintiffs from being heard by failing to provide them notice.

113. Plaintiffs' property was taken without just compensation.

114. The destruction of Plaintiffs' Mauser was not justified.

115. As a direct and proximate result of the foregoing, Plaintiffs were damaged and injured in an amount to be determined at trial.

116. The conduct by Defendants was willful, malicious, oppressive, and reckless, and was of such a nature that Plaintiffs claim punitive damages against each of them in an amount commensurate with the wrongful acts alleged.

FOURTH CAUSE OF ACTION

VIOLATION OF THE FOURTEENTH AMENDMENT
Policy, Custom, and Practice of Defendants and Failure to Supervise and Train under 42 U.S.C. § 1983
Against The Town of Amherst

117. Plaintiffs incorporate the allegations contained in paragraphs 1 through 116 of this complaint as if fully set forth herein.

118. Defendant has developed and maintained policies, customs, and practices exhibiting deliberate indifference to the constitutional rights of persons in the Town of Amherst, which caused the violation of Plaintiffs' rights.

119. At all relevant times Defendant Town of Amherst was aware that Officer William Julicher, Lieutenant Thomas Ratzel, Detective Terrence Walsh, Captain Mann, Officer Michael Finnigan, Officer Caryn Gould, Officer Marie Evans, Captain Kevin Brown, Officer David Awald, and Officer Trey Johnson were inadequately trained regarding the Fourth, Fifth, and Fourteenth Amendments, yet the Town of Amherst maintained a policy or custom of failing

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to provide Defendants training on the Fourth, Fifth, and Fourteenth Amendments or adequate supervision.

120. It was the policy, custom, or both of the Town of Amherst to inadequately supervise and train its police officers, captains, and detectives, including Officer William Julicher, Lieutenant Thomas Ratzel, Detective Terrence Walsh, Captain Mann, Officer Michael Finnigan, Officer Caryn Gould, Officer Marie Evans, Captain Kevin Brown, Officer David Awald, and Officer Trey Johnson.

121. Defendants failed to properly screen its officers, detectives, and captains and failed to properly train and supervise members of the Town of Amherst Police Department, and failed to provide proper procedures and policies of the Department including: (i) procedures on instructing its members on what a Certificate of Non-Destruction is and the legal effect of the same; (ii) procedure on how to handle property that is protected by a Certificate of Non-Destruction; (iii) procedure on how to appeal a Certificate of Non-Destruction; (iv) procedure for appeals and the illegality of taking the law into their own hands; and (v) procedures to properly document guarantees or extensions made to citizens to ensure other members will comply with these agreements.

122. Defendants have created a culture and customs that perpetuate constant violations of citizens' constitutional rights from its members including: (i) a culture in which members of the Town of Amherst Police Department believe that they are above the law; (ii) a culture that members have the right to do act as they wish if they do not agree with a court's decision; (iii) a culture in which promises are made to appease the citizenry with no actual intent to act on these promises; and (iv) a culture in which the Town of Amherst Police Department destroy the property of its citizenry.

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123. For example, on May 24, 2022, Amherst resident Pam Armstrong learned that the Town of Amherst Police Department destroyed or lost two pieces of jewelry that were stolen from Ms. Armstrong and later recovered by the Amherst Police Department.[1]

124. Upon information and belief, Plaintiffs and Ms. Armstrong are not the only Amherst residents that have had their property unlawfully destroyed or lost by the Town of Amherst Police Department. Upon further information and belief, discovery will reveal that these incidents occurred quite frequently, and will continue to occur based on the Town of Amherst's flawed process for keeping track of evidence and items that are kept with the Amherst Police Department for safe keeping.

125. For instance, on or around August 18, 2021, the Town of Amherst Police Department destroyed nearly a hundred firearms from 46 different people, including the Mauser pistol that belonged to Plaintiffs, and over 900 pounds of material was destroyed by the Town of Amherst Police Department. Upon information and belief, the Town of Amherst Police Department did not notify any of the individuals who owned the property prior to destroying it, violating their due process and constitutional rights to notice and an opportunity to be heard prior to being deprived property.

126. Upon information and belief, the Town of Amherst Police Department decided to "clean out" the property room without considering the consequences and whether doing so would violate the constitutional rights of those who the property belonged to.

127. The Town of Amherst's policies, customs, and practices demonstrate a deliberate indifference to the constitutional rights of persons within the Town of Amherst and caused the violation of Plaintiffs' rights alleged herein.

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[1] https://buffalonews.com/news/local/south-american-theft-ring-stole-her-jewelry-amherst-police-lost-the-gold-earrings/article_0c6e5700-fed7-11ec-ab93-43de49238b14.html#tncms-source=login.

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128. Defendant Town of Amherst ratified and acquiesced in the unlawful conduct of other Defendants herein, as evidenced by their failure to discipline other Defendants, and by their refusal to investigate the underlying illegal destruction of the Mauser.

129. The Town of Amherst knew, or with reasonable diligence should have known, that the lack of regulations and oversight for the safekeeping of a citizens' property made the individuals dangerous and likely to violate the rights of Town of Amherst citizens.

130. As a direct and proximate result of Defendants' policies, customs, and practices, Plaintiffs were damaged and injured in an amount to be determined at trial.

131. The aforesaid conduct by Defendants was willful, malicious, oppressive, and/or reckless and was of such a nature that Plaintiffs claim punitive damages against each of them in an amount commensurate with the wrongful acts alleged herein.

FIFTH CAUSE OF ACTION

VIOLATION OF FOURTH, FIFTH, AND FOURTEENTH AMENDMENTS
Failure to Intervene Under 42 U.S.C. § 1983
Against All Defendants

132. Plaintiffs incorporate the allegations contained in paragraphs 1 through 131 of this complaint as if fully set forth herein.

133. Defendants failed to take reasonable steps to prevent other officers from engaging in the illegal acts alleged herein, though they knew or reasonably should have known that a violation of Plaintiffs' constitutional rights would occur, and were capable of doing so.

134. Defendants' actions violated Plaintiffs' constitutionally protected rights under the Fourth, Fifth, and Fourteenth Amendments.

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135. Defendants knew, or reasonably should have known, that their conduct violated Plaintiffs' clearly established constitutionally protected rights.

136. Defendants acted with intent to violate, or with deliberate or reckless indifference to, Plaintiffs' clearly established rights under the Fourteenth Amendment.

137. At all times relevant herein, Defendants were acting under the color of state or federal law.

138. As a direct and proximate result of the foregoing, Plaintiffs were damaged and injured in an amount to be determined at trial.

139. The aforesaid conduct by Defendants was willful, malicious, oppressive, and/or reckless and was of such a nature that Plaintiffs claim punitive damages against each of them in an amount commensurate with the wrongful acts alleged herein.

SIXTH CAUSE OF ACTION

VIOLATION OF THE FOURTEENTH AMENDMENTS
Abuse of Process under 42 U.S.C. § 1983
Against All Defendants

140. Plaintiffs incorporate the allegations contained in paragraphs 1 through 139 of this complaint as if fully set forth herein.

141. Defendants' actions were conducted under the color of state law.

142. Defendants illegally perverted the legal system against Plaintiffs for the benefit of the Town of Amherst.

143. The Town of Amherst Police Department had a regular issued process of destroying a weapon handed into them for safe keeping after one year.

144. The aforementioned Certificate of Non-Destruction stayed this process for the purpose of protecting the Mauser.

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145. Defendants utilized this yearly destruction process to harm Plaintiffs and circumvent the court's Certificate of Non-Destruction.

146. As a direct and proximate result of the foregoing, Plaintiffs were damaged and injured in an amount to be determined at trial.

147. The aforesaid conduct by Defendants was willful, malicious, oppressive, and/or reckless and was of such a nature that Plaintiff claims punitive damages against each of them in an amount commensurate with the wrongful acts alleged herein.

SEVENTH CAUSE OF ACTION

VIOLATION OF THE FOURTEENTH AMENDMENTS
Conspiracy to Violate Plaintiffs' Constitutional Rights under 42 U.S.C. § 1983
Against All Defendants

148. Plaintiffs incorporate the allegations contained in paragraphs 1 through 147 of this complaint as if fully set forth herein.

149. By and through the actions described above, Defendants, acting under the color of state law, conspired to deprive Plaintiffs of their constitutional rights, in violation of 42 U.S.C § 1983.

150. Employees for the Town of Amherst, while acting under the color of state law, conspired to deprive Plaintiffs of their rights guaranteed under the Fourteenth Amendment.

151. The Town of Amherst has and continues to accuse Plaintiffs of violating proper procedure for the safekeeping of property, and thereby seek to justify their unwarranted and unlawful punishment Plaintiffs.

152. As a direct and proximate result of the foregoing, Plaintiffs were damaged and injured in an amount to be determined at trial.

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153. The aforesaid conduct by Defendants was willful, malicious, oppressive, and/or reckless and was of such a nature that Plaintiffs claim punitive damages against each of them in an amount commensurate with the wrongful acts alleged herein.

EIGHTH CAUSE OF ACTION

CONVERSION UNDER COMMON LAW
Against Defendants Walsh and Johnson

154. Plaintiffs repeats and realleges paragraph 1 through 153 of this complaint as if fully set forth herein.

155. Plaintiffs relinquished the Mauser to Defendants for safekeeping.

156. Upon information and belief, all Defendants exercised complete dominion or control over the Mauser and redirected such property for destruction.

157. Defendants' destruction of the Mauser prevented Plaintiffs from executing their property rights of possession and right-to-sell.

158. Despite the court's Certificate of Non-Destruction and pleas from Plaintiffs to not destroy the weapon, the Mauser was converted and destroyed by Defendants.

159. As a direct and proximate result of the foregoing, Plaintiffs were damaged and injured in an amount to be determined at trial.

160. The aforesaid conduct by Defendants was willful, malicious, oppressive, and/or reckless and was of such a nature that Plaintiff claims punitive damages against each of them in an amount commensurate with the wrongful acts alleged herein.

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DEMAND FOR JURY TRIAL

161. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiffs demand trial by jury in this action of issues so triable.

PRAYER FOR RELIEF

Plaintiffs, Nellie Brown and Gerard Fonte, pray for relief and demand judgment as follows:

1. That Plaintiffs be awarded compensatory damages against all Defendants in an amount to be determined at trial;

2. That Plaintiffs be awarded punitive damages against all Defendants in an amount to be determined at trial;

3. That this Court, pursuant to 42 U.S.C. § 1988, issue an order awarding Plaintiffs reasonable attorneys' fees, together with the costs of this action against all Defendants; and

4. That this Court award such other further relief, together with any other legal and equitable relief, or both, as the Court deems just and proper.

Dated: September 14, 2023
Buffalo, New York

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