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

Tuesday, May 28, 2024 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on May 28, 2024 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Organization	Title	Status	Arrived
Brian J. Kulpa	Town of Amherst	Supervisor	Present	
Shawn Lavin	Town of Amherst	Deputy Supervisor	Present	
Jacqualine Berger	Town of Amherst	Councilmember	Present	
Michael Szukala	Town of Amherst	Councilmember	Present	
Angela Marinucci	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	
Christopher P. Schregel	Town of Amherst	Traffic-Safety Coordinator	Present	

V. MINUTES APPROVAL

1. Monday, May 13, 2024

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2024-464

Stop Sign Relocations Along Getzville Road

A public hearing to reconfigure the stop signs on Getzville Road at the intersections of Woodbury Drive, Greenbrier Road, and Meadowstream Drive.

"The southbound stop sign at the northern intersection of Woodbury Drive and Getzville Road shall be removed and relocated to the northwest corner of Greenbrier Road and Getzville Road, whereby making the Greenbrier Road and Getzville Road intersection an all-way stop."

and,

"The northbound stop sign at the intersection of Meadowstream Drive and Getzville Road shall be removed and relocated to the southeast corner of the southern intersection of Woodbury Drive and Getzville Road, whereby making the Woodbury Drive and Getzville Road intersection an all-way stop."

5/28/2024
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:01 PM.

Chris Schregel, Traffic-Safety Coordinator, presented.

The following speakers addressed the Town Board:
Barbara Bozek-Oswald, 295 Getzville Rd
Diane Debacy, 201 Getzville Rd
Matt Plunkett, 299 Northill Dr
Fred Tarantino, 307 Getzville Rd
Carol Janicki, 163 Meadowstream Dr
Joseph Stalteri, 23 Rinewalt St
Bob Drdul, 92 Chateau Ter

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing and refer the matter back to the Traffic Safety Board, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. The public hearing was closed at 7:42 PM.

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

2. Resolution 2024-465

Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue (Portion), Z-2023-09)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, 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 February 15, 2024 that the proposed General Industrial District (GI) zoning at 6000-6020 Bailey Avenue (portion) is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#_____) to amend the Town Zoning Map from RD to GI.

5/28/2024
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:43 PM.

Matt Oates of Benderson Development, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the June 10th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:45 PM.

6/10/2024
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 4-0.

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 6/10/2024 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci	

3. Resolution 2024-466

Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, 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 April 18, 2024 that the proposed rezoning of 0.41± acres of land from Residential District Three (R-3) to Multi-Family Residential District Four-A (MFR-4A) at 2280 Wehrle Drive is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

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

5/28/2024
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:45 PM.

Pierce Young, Esq. presented.

The following speaker addressed the Town Board:
Jina Gentry, 65 Bissell Dr

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the June 10th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:52 PM.

6/10/2024
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 4-0.

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 6/10/2024 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci	

VIII. DEVELOPMENT REVIEW ACTIONS

1. Resolution 2024-467

SEQR Determination (1789 Dodge Road, Z-2020-15)

DRAFT RESOLUTION
May 28, 2024

RESOLVED, that pursuant to 6NYCRR Part 617 of the State Environmental Quality Review Act (SEQRA) and Town Code Chapter 104, as amended, the Town Board is deemed the Lead Agency for those actions which it has sole discretionary power, including but not limited to rezoning decisions and adoptions of local laws, and be it further

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed a request for a rezoning at 1789 Dodge Road and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

RESOLVED, that the requirements of SEQR are now complete therefore this Town Board issues the attached Negative Declaration as its determination of environmental significance, for the subject action.

RESULT: WITHDRAWN

2. Resolution 2024-468

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

DRAFT RESOLUTION
May 22, 2024

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, 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 does not concur with the findings of the Planning Board as stated in their resolution of September 23, 2021 that the proposed Single Family Residential District Three (R-3) zoning at 1789 Dodge Road is generally inconsistent with the policies of the adopted Bicentennial Comprehensive Plan, and is not compatible with the present zoning and conforming use of nearby property and with the character of the neighborhood, and be it further

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

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

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

1. That future development of the site shall be limited to single family detached residential uses with a maximum yield of fifteen (15) homes.

2. That any future development of a principal or accessory structure or uses in the 2.7 acres of Permanent Open Space shall be prohibited. The only proposed development of the portion of the Permanent Open Space is limited to required stormwater management system improvements and utility infrastructure.

3. That a protective covenant/conservation easement shall be placed on all proposed open space and confirm total acreage to be under the control of a home owners association.

4. That the final plat design shall include a right-of-way access to a potential future Youngs Road extension.

5. That the landscaping and screening to be provided in the Permanent Open Space along the Dodge Road frontage of the project site shall require the approval of the Planning Board at the Preliminary Plat Application stage of the subdivision review process.

6. Any future Preliminary Plat that shall be submitted to the Planning Board shall consider provisions for future access to the north and south of the subject property.

RESULT: WITHDRAWN

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 (6)**

5. **Amherst Government Financial Advisory Board**
   Membership is full.

6. **Amherst Industrial Development Agency**
   Membership is full.

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

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

9. **Board of Assessment Review**
   Membership is full.

10. **Board of Electrician Examiners**
    Membership is full.

11. **Board of Ethics**
    Membership is full.

12. **Board of Plumbing and Drainage Examiners**
    Membership is full.

13. **Design Advisory Board**

14. **Employee Suggestion Program Merit Award Board**
    Membership is full.

15. **Employee Suggestion Review Committee**

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

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

18. **Glen Park Joint Board**

19. **Historic Preservation Commission**
    Membership is full.

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

21. **Library Board of Trustees (2)**

22. Minority / Woman Owned Business (4)

23. Open Government Advisory Board (8)

24. Planning Board

Membership is full.

25. Recreation Commission (1)

26. Recycling and Waste Committee (3)

27. Senior Services Advisory Board (6)

28. Traffic Safety Board (2)

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 Councilmember Berger and unanimously approved 5-0. Public Expression was opened at 7:56 PM.

The following speakers addressed the Town Board:
Janice Herrmann, 335 Huxley Dr - Memorial Day Remembrance
Dennis Hoban, 216 California Dr - Royal Parkway project
Judy Ferraro, 213 Donna Lea Blvd - governance
Matt Plunkett, 299 Northill Dr - MusicalFare alternative funding & ethics
Don Smith, 201 N Long St - Resolution 2024-483
Jina Gentry, 65 Bissell Dr - board decorum
Joseph Stalteri, 23 Rinewalt St - school taxes
Geri DiCosmo, 278 Meyer Rd - Resolution 2024-465
Julie VanLente, 116 Parkwood Dr - moving the museum
Joe Voytovich, 35 Bucyrus Dr - bonds
Bob Drdul, 92 Chateau Ter - Bornhava school speed zone signs
Chris Drongosky, Youngs Rd - westwood
Jane Cox, 4584 Harlem Rd - Bornhava school speed zone signs & museum

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was closed at 8:46 PM.

XI. CONSENT AGENDA

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

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

B. DEPUTY SUPERVISOR LAVIN:

C. COUNCILMEMBER BERGER:

D. COUNCILMEMBER SZUKALA:

E. COUNCILMEMBER MARINUCCI:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2024-469

Consent to Formation of Regency Commons Water Works Corp. - 166 Klein Road

AGENDA ITEM : MAY 28TH, 2024

TO: **Town Board**

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

DATE: **May 22, 2024**

RE: **Consent To Formation of Regency Commons Water Works Corp. (To Be Known As Birch Creek Run Sewer Works Corporation)**

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

WHEREAS, Brad F. Randaccio, 50 Fountain Plaza, Suite 1700, Buffalo, New York 14202, is forming a water-works corporation to be named Regency Commons Water Works Corp., under Article 10-Section 40 of the New York Transportation Corporations Law; and

WHEREAS, the purpose of this corporation is to engage in any lawful act or activity relating to water service for eighteen (18) homes to be located at 166 Klein Road, for which

a water-works corporation may be organized under New York State Transportation Corporations Law; and

WHEREAS, as a condition for the formation of the corporation, the controlling municipality needs to give its consent; and

WHEREAS, the Town Board of the Town of Amherst deems it is in the best interest of the Town to approve the formation of the Regency Commons Water Works Corp.;

NOW, THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the Consent to Formation letter approving the formation of a water-works corporation to be known as the Birch Creek Run Sewer Works Corporation, by Brad F. Randaccio, to engage in lawful acts of activities relating to service for eighteen (18) homes to be located at 166 Klein Road, which are allowed under Article 10-Section 40 of the New York Transportation Corporations Law.

MAP:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item - May 28, 2024**)
Sean Hopkins, Esq.
Dan Howard, Director of Planning
Jeffrey S. Burroughs, PE, Town Engineer
Vaishali Reberholt, PE, Assistant Town Engineer

5/28/2024
Consent

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

2. Resolution 2024-470

Settlement of Article 7 Matter - 570 DAB 38, LLC V. Town of Amherst

AGENDA ITEM : MAY 28TH, 2024

TO: **Town Board**

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

DATE: **May 22, 2024**

RE: **Settlement of Article 7 Matter**
570 DAB 38, LLC v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

Judgment; and

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

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : May 28, 2024**)
Emily Murphy, Town Assessor

5/28/2024
Consent

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

3. Resolution 2024-471

Settlement of Article 7 Matter - Benderson, LLC V. Town of Amherst

AGENDA ITEM : MAY 28TH, 2024

TO: **Town Board**

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

DATE: **May 22, 2024**

RE: **Settlement of Article 7 Matter**
Benderson, LLC v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:rms

Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : May 28, 2024**)
Emily Murphy, Town Assessor

5/28/2024
Consent

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

4. Resolution 2024-472

Settlement of Article 7 Matter - Sheridev, LLC V. Town of Amherst

AGENDA ITEM : MAY 28TH, 2024

TO: **Town Board**

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

DATE: **May 21, 2024**

RE: **Settlement of Article 7 Matter**
Sheridev, LLC v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : May 28th, 2024**)
Emily Murphy, Town Assessor

5/28/2024
Consent

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

5. Resolution 2024-473

Settlement of Article 7 Matter - 1401 Niagara Falls Boulevard, LLC V. Town of Amherst

AGENDA ITEM : MAY 28TH, 2024

TO: **Town Board**

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

DATE: **May 21, 2024**

RE: **Settlement of Article 7 Matter**
1401 Niagara Falls Boulevard, LLC v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : May 28th, 2024**)
Emily Murphy, Town Assessor

5/28/2024
Consent

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

B. TOWN CLERK:

1. Resolution 2024-474

Standard Work Day and Reporting Resolution

BE IT RESOLVED, that the Town of Amherst, location code 30045, hereby establishes the following standard work days for these titles and will report the officials to the New York State and Local Retirement System based on time keeping system records or their record of activities submitted by these officials to the Town Clerk.

See attached.

5/28/2024
Consent

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

2. Resolution 2024-475

Amusement License for the Amberleigh

Request by The Amberleigh for a First Class Amusement License to hold outdoor events at 2330 Maple Rd. on June 26, 2024, and July 18, 2024 from 6pm - 7pm.

Supervising Code Enforcement Officer recommends a fee of $5.00 per day.

The following conditions apply:

1. That all fire lanes be clear and maintained at 20.00 feet wide at all times.
2. All temporary power must be code compliant.
3. Bathroom facility must be made available & accessible.
4. On site accessible parking must be maintained.
5. Vehicle impact protection must be provided for the guest area.
6. Fire Department access must be maintained at all times in the event of an emergency.
7. Events with 1,000 guests or more will be require "Crowd Managers "that are in compliance with Chapter 4 of the 2020 FCNYS.
8. The applicant must abide by Chapter 138 of the Town Of Amherst Code regarding noise.

5/28/2024
Consent

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

3. Resolution 2024-476

Amusement License - Hammerl Amusement Inc.

Request by Hammerl Amusements Inc. for a Second Class Amusement License to hold outdoor events at 4224 Sheridan Dr. on May 24, 25, 26, 2024 from 12pm - 9pm.

Supervising Code Enforcement Officer recommends a fee of $50.00 per day.

The following conditions apply:

1. That all fire lanes be kept clear at all times.
2. All temporary power must be code compliant.
3. Fire extinguishers must be at a maximum of 75 feet of separation and have current inspection tags and readily available.
4. Bathroom facility must be made available & accessible.
5. On site accessible parking must be maintained.
6. Vehicle impact protection must be provided for the guest area.
7. Fire Department access must be maintained at all times in the event of an emergency.
8. Events with 1,000 guests or more will be require "Crowd Managers "that are in compliance with Chapter 4 of the 2020 FCNYS. Verification must be submitted prior to event.
9. The applicant must abide by Chapter 138 of the Town Of Amherst Code regarding noise.
10. Tents must be code compliant and tents over 400 sq. ft. require a separate fire prevention permit.

5/28/2024
Consent

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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

1. Resolution 2024-477

Sealing and Striping CRS #4840 and CRS #4841

On May 2nd, 2024, bids were received for the above referenced project. After a review of five (5) bids received (bid tabulation attached), we recommend to split award of this contract to **Baughman Magic Seal, Inc,** PO Box 663, Amherst NY 14226, in the amount of **$68,053.00**. As well as **M&M Asphalt Maintenance, LLC,** 7611 E. Eden Rd, Eden NY 14057, in the amount of **$37,295.00**.

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that we are currently without a contract. We find them to be responsible bidders with a good project understanding and necessary paperwork in good order. The project scope includes sealing, striping, and crack filling town owned parking lots- all as identified in the bid documents.

Funding for this contract shall be from account **KP2114 & KP2214**, and work is expected to be completed this spring to summer season of 2024.

5/28/2024
Consent

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

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2024-478

Budget Transfers and Amendments

For May 28, 2024 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 05/22/2024
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 - 2024

FROM:	***TO:***
A7250.4110 Golf- Contractual $5,000.00	A7250.9000 Interfund Transfers $5,000.00
To transfer funds into KP2215 Golf Course Improvements capital project.	
N2330.4000 Cons Plan- Admin $18,000.00	N2321.4000 CDBG Rehab- Contractual $18,000.00
Requested per department.	
N2154.4003 AMH HOME-Admin $3,000.00	N2154.8051 AMH HOME- Dental $2,000.00
	N2154.8052 AMH HOME- Vision $1,000.00
Requested per department.	
N2054.4003 AMH HOME- Admin $26,453.75	N2054.1000 AMH HOME- Personal Svcs $45,918.76
N2054.1300 AMH HOME- Longevity $1,198.84	N2054.1400 AMH HOME- Vacation Buy Back $442.54
N2054.4050 AMH HOME- Mileage $2,012.01	N2054.1853 AMH HOME- Sick Leave Inc $2,404.77
N2054.8010 AMH HOME- Retirement $14,491.00	N2054.4000 AMH HOME- Contractual $52.00
N2054.8050 AMH HOME- Hos Insurance $4,764.26	N2054.8030 AMH HOME- FICA $2,836.04
N2054.8051 AMH HOME- Dental $771.83	N2054.8052 AMH HOME- Vision $1,962.42
Requested per department.	

BUDGET AMENDMENTS - 2024

INCREASE:	***INCREASE:***
N2323.02785 CDBG & VG- PI $21,128.00	N2323.4000 Contractual $21,128.00
N2325.02785 CDBG Admin- PI $5,282.00	N2325.1000 Personal Svcs $4,906.64
	N2325.8030 FICA $375.36
To recognize Community Development program income from 343 Bauman, Amherst.	
KP2215.05031 Golf- Interfund Transfers $5,000.00	KP2215.4972 Construction $5,000.00
To set up budget for interfund transfers from A7250 into KP2215 Golf Course Improvements.	
A7145.5001 Recreation - Refund of C/Y Exp. $1,800.00	A7145.9000 Interfund Transfers $1,800.00
To recognize refund of current year expense and increase interfund transfers in A7145.9000 for transfer into KP2334 Dellwood Park Improvements.	
KP2334.05031 Interfund Transfers $1,800.00	KP2334.4972 Construction $1,800.00
To setup budget for interfund transfers from A7145 into KP2334 Dellwood Park Inclusive Field and Park Improvements.	
KP2334.03826 Dellwood Park - Grant Revenue $400,000	KP2334.4972 Construction $400,000
To setup budget for KP2334 Dellwood Park Inclusive Field and Parks Improvements for DASNY Grant.	
N2340.02785 AMH HOME- PI $11,849.40	N2340.4000 Contractual $11,849.40
N2354.02785 HOME Admin- PI $1,316.60	N2354.4003 10% Admin $1,316.60
To recognize Community Development program income from 104 Rosemont, Amherst	

5/28/2024
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2024-479

Award Bid #2024021 Wheel Loader - CRS #4837

WHEREAS, the Contract Compliance and Administration Department received bids on May 16, 2024 for Bid #2024021 for a Wheel Loader; and

WHEREAS, the bid process resulted in a response from seven (7) vendors, as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award the bid to George and Swede Sales & Service, as per the attached bid tabulation; and

BE IT FURTHER RESOLVED, the Town Board authorizes the trade in of a 2022 Hyundai HL955AXT, Vehicle ID #HHKHWL50VL0000192; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with George and Swede Sales & Service; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that the vendor only has 1 in stock.

5/28/2024
Consent

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

2. Resolution 2024-480

Award Bid #2024019 MOYNO Progressive Cavity Pumps - CRS #4839

WHEREAS, the Contract Compliance and Administration Department received bids on May 16, 2024 for Bid #2024019 for (2) Moyno Progressive Cavity Pumps and parts ; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award the bid to Cummins-Wagner-Siewert,

LLC dba Siewert Equipment, as per the attached bid tabulation; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Cummins-Wagner-Siewert, LLC dba Siewert Equipment; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that the current pumps are failing to work (one completely) and there is an 8-12 week lead time.

5/28/2024
Consent

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

3. Resolution 2024-481

Award Contract for Audiometric Services - CRS #4838

WHEREAS, the Contract Compliance and Administration Department received for Audiometric Services; and

WHEREAS, the quote process resulted in a response from four (4) vendors, as per the attached quote analysis form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award to The Hearing Advantage; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with The Hearing Advantage; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that we are currently without a contract.

5/28/2024
Consent

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

H. COURT:

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

1. Resolution 2024-482

Agreement for Non-Town of Amherst Vehicle to Park at Harlem Road Community Center (CRS ID #4830)

Approval is requested for the Town Supervisor to sign the "Permission to Park, Release and Hold Harmless Agreement" drafted by the Town of Amherst Attorney's Office to release the Town of Amherst from any and all liability, to allow the non-Town of Amherst AutoBase, Inc. New York State Department of Transportation Highway Emergency Patrol (H.E.L.P.) vehicle to park in the parking lot of the Harlem Road Community Center to January 31, 2026. This Agreement has successfully completed the Contract Routing System approval process.

5/28/2024
Consent

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

K. ENGINEERING SERVICES:

1. Resolution 2024-483

Budget Neutral Bond Account Transfer Request Royal Park Sports Complex Improvements TOA Project No. 2019.055

As per resolutions 2024-436 through 2024-440 that were approved at the May 13, 2024 Town Board meeting, all five (5) prime contracts associated with the construction of the above project were awarded to their lowest respective bidders. As such and in an effort to consolidate all available project funds for construction, would you please approve the following budget neutral bond account budget transfer of $218,784.00 from KP2303.4979 (contingency) to KP2303.4972 (construction)?

Thank you for considering this request.

5/28/2024
Consent

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

L. FINANCE:

M. HIGHWAY

1. Resolution 2024-484

Auction of Highway Department Surplus Equipment - Spring 2024

In an effort to sell various antiquated Highway and Parks Department equipment, the Highway Department is requesting permission to participate with the Town approved Online Auctioneer Services Company approved per Resolution 2019-1248, CRS# 1706.

The Online Auctions are on-going with the Auctions International, Inc., 11167 Big Tree Road, East Aurora, NY 14052. The Town of Amherst will not be charged for selling or advertising.

May we please have the approval to place the itemized equipment in the auction?

5/28/2024
Consent

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

2. Resolution 2024-485

AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND CONSTRUCTION BIDS (Sections 9 - 15)

The Highway Department respectfully request that the Purchasing Maintenance Materials and Construction Bids, Section 9 through 15 be awarded to the lowest bidders within specifications as follows:

SECTION 9: PIPE VARIOUS SIZES, FITTINGS, COUPLERS AND FLEXIBLE FERNCOS:

9-1 CRS # 4813 K & S CONTRACTORS SUPPLY INC

SECTION 10: GEO-TEXTILE MATERIAL, ADA (DETECTABLE WARNING SURFACE TILE) AND CONCRETE BARRIER BLOCKS:

10-2 CRS # 4814 AIRTITE WHOLESALE BUILDING MATERIALS
10-3 CRS # 4815 NEW ENTERPRISE STONE AND LIME COMPANY (NESL)

SECTION 11: PRECAST CONCRETE MANHOLES, ROUND FRAMES/COVERS, PRECAST CATCH BASINS/RISERS, RECTANGULAR FRAMES/GRATES AND MANHOLE RINGS (STEEL/PLASTIC)

11-4 CRS # 4816 K & S CONTRACTORS SUPPLY INC
11-5 CRS # 4817 EJ USA INC
11-6 CRS # 4818 BIHR LANSCAPE INC
11-7 CRS # 4819 FW WEBB CO

SECTION 12: SIGN MATERIALS (ALUM. SHEETING) STOP SIGNS, SIGN POLES, 3M PRODUCTS
TRAFFIC CONTROL EQUIPMENT (ELECTRICAL SYSTEMS) AND TRAFFIC SAFETY SIGNS EQUIPMENT (SIGNS, CONED AND CONE BARS):

12-8 CRS # 4820 NEWMAN SIGNS INC
12-9 CRS # 4821 VULCAN SIGNS
12-10 CRS # 4822 EBERL IRON WORKS INC
12-11 CRS # 4823 TRAFFIC SYSTEMS INC
12-12 CRS # 4824 EASTERN METAL OF ELMIRA INC

SECTION 13: BIKEPATH AND TRAILWAY REHABILITATION

13-13 CRS # 4825 AMHERST PAVING INC

SECTION 14: CATCH BASIN REPAIR

NO AWARD MADE

SECTION 15: PLANT - MIXED CONCRETE AND CONTROLLED LOW STRENGTH MATERIALS

15-14 CRS # 4826 NEW ENTERPRISE STONE AND LIME COMPANY (NESL)
15-15 CRS # 4829 HOLCIM QUARRIES INC

Additional specifications and details are provided and attached per each section and bidder Bid Tab.

NOW THEREFORE BE IT RESOLVED, that the Amherst Town Board authorizes the Amherst Town Supervisor to sign each contract listed above and approval of these contracts are contingent upon the successful completion of the Contract Routing System (CRS) and the Town Attorney approval.

5/28/2024
Consent

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

N. HUMAN RESOURCES:

1. Resolution 2024-486

Assistant Food Service Manager/Senior Services

Please appoint an Assistant Food Service Manager 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 May 29, 2024 at an annual salary of $48,360, Grade 9, Step D for Elizabeth Zarcone.

Contingent upon completing all pre-employment requirements and Erie County Civil Service Rules and Regulations.

This is a promotion for an employee currently serving as Cook.
Replacing an employee who was promoted.

5/28/2024
Consent

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

2. Resolution 2024-487

Community Development Specialist/Planning Department

Please appoint a Community Development Specialist to the Planning Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective May 29, 2024 at an annual salary of $58,681, Grade 10, Step I for Susan Fitzpatrick.

This is a permanent appointment for a current employee who has been serving Provisionally.

5/28/2024
Consent

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

3. Resolution 2024-488

Program Supervisor-Youth & Recreation/Youth & Recreation Department

Please appoint a Program Supervisor-Youth & Recreation to the Youth & Recreation Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective June 3, 2024, at an annual salary of $79,416.09, Grade 2, Step A of the Exempt Non-Department Head Salary Schedule for Naomi Sosnowski.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver

Replacing an employee that passed away.

5/28/2024
Consent

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

O. INFORMATION TECHNOLOGY:

P. PLANNING:

1. Resolution 2024-489

Sidewalk Waiver Request - SWW-2024-01, 924 Klein Road

SIDEWALK WAIVER REQUEST - SWW-2024-01, for property located at 924 Klein Road (SBL# 56.11-4-23.11). Oasis Homes of WNY LLC, Petitioner.

5/28/2024
Consent

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

2. Resolution 2024-490

Authorization for the Supervisor to Sign the Collaboration Agreement to Complete an Analysis of Impediments to Fair Housing Choice CRS #4833

WHEREAS, the TOWN OF AMHERST receives Community Development Block Grant and HOME Investment Partnership Program funding from the U.S. Department of Housing and Urban Development (HUD); and,

WHEREAS, in the receipt of HUD funding, the Town is subject to the affirmatively furthering fair housing requirements found at 24 CFR §5.150 through §5.180 and required to submit an Analysis of Impediments to Fair Housing to HUD as part of the 5-Year Consolidated Plan; and,

WHEREAS, the Town as a member of the Amherst-Cheektowaga-Tonawanda (A-C-T) HOME Consortium wishes to collaborate with Erie County, the City of Buffalo, and the Towns of Hamburg, Cheektowaga, and Tonawanda to complete and submit the Analysis of Impediments to Fair Housing; and,

WHEREAS, Erie County has been designated lead agency among the City and the Towns; and,

WHEREAS, The Harrison Studio AI proposal was selected by the County, City and Towns in response to Erie County's Request for Proposals process; and

WHEREAS, such collaboration requires the Town to designate a representative to serve on the advisory committee on the Town's behalf;

NOW, THEREFORE, be it resolved that the Amherst Town Board authorizes the Supervisor, subject to successful completion of the contract routing process, to sign the Collaboration Agreement for the completion of the Analysis of Impediments to Fair Housing, with Amherst's share not to exceed the total amount of $6,244 and designates the Town's Community Development staff to serve on the AI Advisory Committee as the Town's representative.

5/28/2024
Consent

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

Q. POLICE:

R. SENIOR SERVICES:

S. SEWER/PLANT 16:

T. YOUTH AND RECREATION:

1. Resolution 2024-491

Permission to Purchase

WHEREAS, the New York State Office of General Services (OGS) issued a Request for Proposals for School and Art Supplies (Statewide) and bids were received on December 6, 2023; and

WHEREAS, the review of these bids is ongoing and new contracts have not yet been issued, and

WHEREAS, the Town of Amherst previously purchased arts & crafts supplies from S & S Worldwide which was on the NYS contract, and

WHEREAS, S & S Worldwide did submit a bid to OGS in December which is currently being reviewed, and

WHEREAS, S & S Worldwide is honoring discounts under the old NYS contract until a new one is issued, and

WHEREAS, the Amherst Youth & Recreation Department is in need of supplies for its summer programs and local suppliers are more expensive than S & S Worldwide and cannot supply the quantities needed,

NOW THEREFORE BE IT RESOLVED that the Amherst Town Board authorizes the Youth & Recreation Department to purchase supplies from S & S Worldwide until such time as the new NYS contracts are issued.

5/28/2024
Consent

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

2. Resolution 2024-492

User Agreement (WNY PRISM) - CRS #4775

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and The Research Foundation for SUNY/Buffalo State to offer the free WNY PRISM Boat Stewarding Program at Veterans Canal Park from May 24 through September 2, 2024.

5/28/2024
Consent

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

3. Resolution 2024-493

User Agreement (Fitness in the Parks) - CRS #4798

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the YMCA Buffalo Niagara for use of Bassett Park for 2024 Fitness in the Park classes.

5/28/2024
Consent

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

4. Resolution 2024-494

Grant Disbursement Agreement (Dellwood) - CRS #4732

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the Dormitory Authority of the State of New York (DASNY) for a grant for improvements to Dellwood Park.

5/28/2024
Consent

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

5. Resolution 2024-495

Lease Agreement (Eldercare) - CRS #4766

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and Elder Care Solutions of WNY, LLC for rental of office space at the Harlem Road Community Center.

5/28/2024
Consent

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

6. Resolution 2024-496

Lease Agreement (NYSSAC) - CRS #4789

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and New York Statewide Senior Action Council for rental of office space at the Harlem Road Community Center.

5/28/2024
Consent

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

7. Resolution 2024-497

Contract Amendment (DaySmart) - CRS #4849

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and DaySmart Recreation adding the Northtown Center at Amherst to current contract CRS #4660, pending successful completion of the contract routing process.

5/28/2024
Consent

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

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2024-43

Request for Public Hearing - 1790, 1860 and 1920 North French Road & Portion of 999 Campbell Boulevard

Request from Sean Hopkins, Esq. for a public hearing to Amend the Comprehensive Plan for 1790, 1860 and 1920 North French Road & portion of 999 Campbell Boulevard.

This public hearing has been scheduled for June 24th.

5/28/2024
Consent

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

2. Communication 2024-44

Correspondence from Sean Hopkins, Esq. - 1789 Dodge Road

Letter from Sean Hopkins, Esq. regarding 1789 Dodge Road Residential Subdivision.

5/28/2024
Received & Filed - Reopen Public Hearing on June 24th.

RESULT:	**RECEIVED & FILED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

3. Communication 2024-45

Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway

Letter from Sean Hopkins, Esq. regarding the proposed mixed-use project at 4300 Millersport Highway.

5/28/2024
Referred to Town Attorney, Planning & Highway

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

4. Communication 2024-46

Correspondence from Sean Hopkins, Esq. - 455 & 495 Schoelles Road

Letter from Sean Hopkins, Esq. regarding 455 & 495 Schoelles Road and the SA Zoning Report.

5/28/2024
Received & Filed - presentation scheduled for an upcoming Work Session

RESULT:	**RECEIVED & FILED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

5. Communication 2024-47

Correspondence from Sean Hopkins, Esq. - 166 Klein Road

Letter from Sean Hopkins, Esq. regarding 166 Klein Road Residential Subdivision and the formation of the Regency Commons Water Works Corporation.

5/28/2024
Received & Filed

RESULT:	**RECEIVED & FILED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

6. Communication 2024-48

Notice of Claim: Denille Reigelman, as Parent and Natural Guardian of Owen Reigelman Vs. Town of Amherst Et Al.

5/28/2024
Referred to Town Attorney

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

XVI. PUBLIC IMPROVEMENT PERMITS

1. Resolution 2024-498

Public Improvement Permit No. 3122 Sanitary Sewer – Harding Road Subdivision 2005.101/SUB-2022-01

Attached please find an application for a Sanitary Sewer Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $5,863.10.

We are sending three (3) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee, one in the amount of $5,171.60 which will be held in escrow to cover the inspection costs, and one in the amount of $541.50 to cover the televising cost and to be deposited in the SS District account G9000-02377.

At this time, we are asking for your approval of the application for PIP No. 3122.

Thank you for considering this request.

5/28/2024
Consent

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

2. Resolution 2024-499

Public Improvement Permit No. 3123 Waterline – Harding Road Subdivision 2005.101/SUB-2022-01

Attached please find an application for a Waterline Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $5,304.96.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of $5,154.96 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3123.

Thank you for considering this request.

5/28/2024
Consent

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

3. Resolution 2024-500

Private Improvement Permit No. 3124 Storm System – Harding Road Subdivision 2005.101/SUB-2022-01

Attached please find an application for a Storm System Private Improvement Permit properly filled out. The permit fee and inspection cost amount to $1,989.46.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of $1,839.46 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3124.

Thank you for considering this request.

RESULT:	**WITHDRAWN**

XVII. PUBLIC EXPRESSION #2

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was opened at 8:47 PM.

The following speakers addressed the Town Board:
Joe Voytovich, 35 Bucyrus Dr - sewer bond
Don Smith, 201 N Long St - Royal Parkway project

Matt Plunkett, 299 Northill Dr - board civility
Jina Gentry, 65 Bissell Dr - spending & Royal Parkway project
Dennis Hoban, 216 California Dr - Royal Parkway project

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was closed at 9:01 PM.

XVIII. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Councilmember Berger and unanimously approved 5-0. The Town Board meeting of May 28, 2024 was adjourned at 9:05 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29021 **RESOLUTION 2024-464** **REFERRED**

Stop Sign Relocations Along Getzville Road

A public hearing to reconfigure the stop signs on Getzville Road at the intersections of Woodbury Drive, Greenbrier Road, and Meadowstream Drive.

"The southbound stop sign at the northern intersection of Woodbury Drive and Getzville Road shall be removed and relocated to the northwest corner of Greenbrier Road and Getzville Road, whereby making the Greenbrier Road and Getzville Road intersection an all-way stop."

and,

"The northbound stop sign at the intersection of Meadowstream Drive and Getzville Road shall be removed and relocated to the southeast corner of the southern intersection of Woodbury Drive and Getzville Road, whereby making the Woodbury Drive and Getzville Road intersection an all-way stop."

5/28/2024
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:01 PM.

Chris Schregel, Traffic-Safety Coordinator, presented.

The following speakers addressed the Town Board:
Barbara Bozek-Oswald, 295 Getzville Rd
Diane Debacy, 201 Getzville Rd
Matt Plunkett, 299 Northill Dr
Fred Tarantino, 307 Getzville Rd
Carol Janicki, 163 Meadowstream Dr
Joseph Stalteri, 23 Rinewalt St
Bob Drdul, 92 Chateau Ter

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing and refer the matter back to the Traffic Safety Board, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. The public hearing was closed at 7:42 PM.

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29026 **RESOLUTION 2024-465** **DECISION DATE**

Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue (Portion), Z-2023-09)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, 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 February 15, 2024 that the proposed General Industrial District (GI) zoning at 6000-6020 Bailey Avenue (portion) is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#_____) to amend the Town Zoning Map from RD to GI.

5/28/2024
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:43 PM.

Matt Oates of Benderson Development, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the June 10th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:45 PM.

6/10/2024
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 4-0.

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 6/10/2024 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci	

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

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

Town Board Agenda of
May 28, 2024

May 17, 2024

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

Subject: Request to rezone 0.82± acres of land from Research Development District (RD) to General Industrial District (GI); property located at 6000-6020 North Bailey Avenue (portion), Benderson Development Company, LLC, petitioner. (Z-2023-09).

Honorable Members:

The subject area is a 0.82± acre rectangular area located in the southwest corner of the 17.2± acre 'T' shaped parcel located at 6000-6020 North Bailey Avenue, at the intersection of Romney Drive and North Bailey Avenue. The overall parcel has 614± feet of frontage on North Bailey Avenue and 1,106 feet of frontage on Romney Drive, is bisected by Town Ditch #TA-3 and is located within the Boulevard Central District. North. Bailey Avenue and Romney Drive are Town roadways classified as a collector and a local street respectively in the Town of Amherst Bicentennial Comprehensive Plan.

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

The purpose of this request is to rezone a 0.82± acre portion of the overall 17.2± acre site to allow Delta Sonic Carwash Systems, Inc. to consolidate its warehouse and distribution facilities located within western New York on a single parcel and permit the existing 35,700 sq. ft. building (#6040 N. Bailey Avenue) on the parcel to be used for Delta Sonic's soap blending facility. The warehousing, distribution, fabrication aspects of the Delta Sonic activities are permitted within the existing RD zoning district. The blending of soap however is only permitted within the GI – General Industrial District.

The subject site was zoned Research and Development District (RD) with the adoption of the Town wide Zoning Map & Ordinance on January 19, 1976.

continued . . .

Honorable Town Board

Rezone land from RD to GI; Z-2023-09
property located at 6000-6020 North Bailey Avenue
(portion)
Agenda of May 28, 2024

Z-1997-17 The Town Board on November 3, 1997 approved a request to rezone a 0.95± acre area in the southwest corner of the overall 17.2± acre site from MFR-5 to RD with the condition that there be no access from this particular site to the adjacent residential area

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

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

The subject request is consistent with the Goals, Objectives and Policies found in Chapter 3.2 C. Reinvestment which encourages the revitalization and reinvestment in Amherst's older neighborhoods and commercial areas is one of four key Comprehensive Plan Initiatives, both to reinforce the health and vitality of these areas and to reduce pressures for "greenfield" development in fringe areas. The proposed use is also consistent with the smaller-scale manufacturing, distribution, and warehousing activities discussed in Chapter 3.3.4 Industrial Uses and the locational characteristics that include direct access to major transportation routes and located away from residential neighborhoods.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

The proposed rezoning is consistent with Section 1-2-2K of the Zoning Ordinance which seeks to guide future development of the Town to bring about the gradual conformity of land and building uses in accordance with the objectives of the Comprehensive Plan.

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The request is consistent with the existing light industrial and office uses on the overall parcel that is zoned RD and is compatible with the adjacent commercial land uses to the west, north and east zoned Shopping Center District (SC) along with the six story multi-family apartment development to the south zoned Multi-Family Residential District 5 (MFR-5).

ADEQUATE SERVICES AND UTILITIES

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

RECOMMENDATION

The Planning Board at their meeting of February 15, 2024 held a public hearing on the subject rezoning request and recommended that the Town Board find that pursuant to Local Law #3-82, as amended, the requirements of SEQR have been completed and that the subject request will not have a significant adverse effect on the environment. The Planning Board also recommended that the subject rezoning request be approved.

continued . . .

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

Honorable Town Board

Rezone land from RD to GI; Z-2023-09
property located at 6000-6020 North Bailey Avenue
(portion)
Agenda of May 28, 2024

The Planning Department requests that if the Town Board desires to act on the rezoning request, that a decision date be established after the public hearing so that the Planning Department can prepare a determination of environmental significance pursuant to SEQR, and prepare a resolution for the Town Board's consideration.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/SM/bf
Att.
X:\Current_Planning\Files\Rezonings\2023\Z-2023-09_(6000-6020_N_Bailey_Ave)_2023\Z-2023-09_Town_Board_Letter.docx
cc: Martin Polowy, Town Attorney
James A. Boglioli. Esq., Benderson Development Co., LLC, 570 Delaware Ave., Buffalo, NY 14202

Planning Board Approval February 15, 2024
Ayes: 6, Noes: 0, Absent (Gill)

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2023-09

FEB 22 2024 AM10:

PETITIONER

Benderson Development Co.
570 Delaware Avenue
Buffalo, NY 14202

PROPERTY LOCATION

6000-6020 N. Bailey Ave. (portion)

WHEREAS the Town of Amherst Planning Board on Thursday, February 15, 2024 held a public hearing on the proposed rezoning of land from Research and Development District (RD) to General Industrial District (GI), and

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

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

WHEREAS in accordance with Section 8-3-5 of the Zoning Ordinance the Planning Board finds that:

A. The proposed zoning and development plan is generally consistent with the policies of the Comprehensive Plan. The proposal is consistent with the Plan, Chapter 3.2 C, "Reinvestment" which encourages the revitalization and reinvestment in Amherst's older neighborhoods and commercial areas and is also one of four key Comprehensive Plan Initiatives. The proposed use is also consistent with the smaller-scale manufacturing, distribution, and warehousing activities uses found in Chapter 3.3.4 Industrial Uses and the locational characteristics that include direct access to major transportation routes and located away from residential neighborhoods.

B. There are adequate services and utilities available or proposed to be made available in the construction of the development.

C. The proposal is compatible with the present zoning and conforming uses of nearby property and to the character of the neighborhood.

D. The subject property is suitable for uses permitted by the current and the proposed zoning district.

E. The proposed change does tend to improve the balance of uses, or meets a specific demand in the Town.

F. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act may be waived because the parcel is developed.

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2023-09

FEB 22 2024 AM10:

PETITIONER

Benderson Development Co.

PROPERTY LOCATION

6000-6020 N. Bailey Ave. (portion)

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

NOW THEREFORE BE IT RESOLVED that the Planning Board recommends to the Town Board in accordance with Section 8-3-4 of the Zoning Ordinance, that the rezoning request be approved.

The foregoing resolution was adopted by the Town of Amherst Planning Board, February 15, 2024; moved by Giuliani; seconded by Kahn; ayes 6, noes 0; absent 1 (Gill).

Michael J. Chmiel, Planning Board Chair

2/22/24
Date

SM/ac
X:\Current_Planning\Files\Rezonings\2023\Z-2023-09_(6000-6020_N_Bailey_Ave)_2023\Z-2023-09_resolution_021524.doc
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
James Boglioli, Benderson Development, 570 Delaware Avenue, Buffalo, NY 14202

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

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: Benderson Development Company, LLC

Address: 570 Delaware Avenue

Buffalo , New York 14202

city state zip code

Phone: 716-878-9626 Fax: _____

E Mail: _____

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

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

MAJOR SITE PLAN APPLICATION (con't) ***Page 2***

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

Name: James A. Boglioli

Address: 570 Delaware Avenue

Buffalo , New York 14202
city state zip code

Phone: 716-878-9626 Fax:

E Mail: jmb@benderson.com

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

Address: 6000 - 6040 North Bailey Avenue

SBL No(s): 54.14-1-12.211, 54.14-1-12.211/A, 54.14-1-12.211/B

Project Name: Two Building additions 5,441sf & 14,554sf

Project Description: Please see the attached letter of intent

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

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):

Please see the attached letter of intent

	existing	proposed	total
Gross Floor Area (non-residential):	246,740	266,735	+19,995
Gross Floor Area Residential:	N/A	N/A	N/A
Number of Residential Units:	N/A	N/A	N/A
Number of Parking Spaces:	452	688	+236

Acreage of Parcel: 17.43

(list each parcel separately)

Frontage on Public Roads: Romney: 945'

(list each road separately) N. Bailey: 445.6'

Existing Zoning District(s) R-D

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

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

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: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

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: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

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

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 all 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: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

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**		

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

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

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: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

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

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

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

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_____
   Source: _____

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:
    _____ average flow _____ peak flow.

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

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

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

BENDERSON DEVELOPMENT
570 DELAWARE AVENUE
BUFFALO, NY 14202
716.886.0211.P 716.886.2269.F

November 15, 2023

VIA HAND DELIVERY
Robert J. Gilmour., Chair
Members of the Planning Board
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Re: Application for Site Plan Approval
6000 – 6040 North Bailey Ave, Amherst, New York (BDC: 1723)

Dear Chair Gilmour and Members of the Planning Board:

In connection with the above-referenced property, Benderson Development Company, LLC and Delta Sonic Carwash Systems, Inc. is seeking to relocate its office from downtown Buffalo to Amherst. As part of this relocation, both companies are seeking to relocate approximately 250 employes to Amherst. In addition, Delta Sonic is proposing to locate its various warehouse locations in Western New York to the property which includes, research and development, warehousing, fabrication, and soap blending uses.

The Subject Property

As the Planning Board is aware, Amherst Development Park is a business park located in the Research and Development (RD) zoning district. It maintains frontage on North Bailey Ave. and Romney Road and is improved with five buildings. An aerial photograph of the property is attached as **Exhibit A**. To the north, across Romney Road, is the Boulevard, a large shopping center in the SC zoning district. To the west, abutting the Subject Property, is the Boulevard South, another shopping center in the SC zoning district. To the east, across N. Bailey Road will be another large development anchored by Costco and Dick's and located in the SC zoning district. To the south is an office building and the Boulevard towers, located within the CTR-5 and MFR-5 zoning districts, respectively. The properties located to the north, east and west of the Subject Property are all owned by Benderson Development.

The Proposed Project

In order to accommodate the new offices and the Delta Sonic warehouse, Benderson is proposing the following changes:

- A 5,441 s.f. building expansion to connect the existing 26,709 s.f. and 35,826 s.f. buildings located along Romney Road in the northwest corner of the Subject Property to accommodate the new offices.
- A 14,554 s.f. building expansion to connect the existing 34,632 s.f. and 59,591 s.f. buildings located along rear of the property in the southwest corner of the Subject Property to accommodate Delta Sonic's warehouse uses.
- The reconfiguration of the parking field along Romney Road to add an additional row of parking against Romney Road and the reconfiguration of the parking to the south to add an extra row of parking along the southern property line.

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

BENDERSON DEVELOPMENT
570 DELAWARE AVENUE
BUFFALO, NY 14202
716.886.0211.P 716.886.2269.F

- The reconfiguration of the area between the two buildings (office and warehouse) to add outdoor greenspace, patio area and parking, as well as to re-work the loading docks to the southerly building.
- Additional site, utility, landscaping, sidewalk and other enhancements in connection with the above - referenced changes.
- Upgrading of the building façade to accommodate the new development.

Conclusion

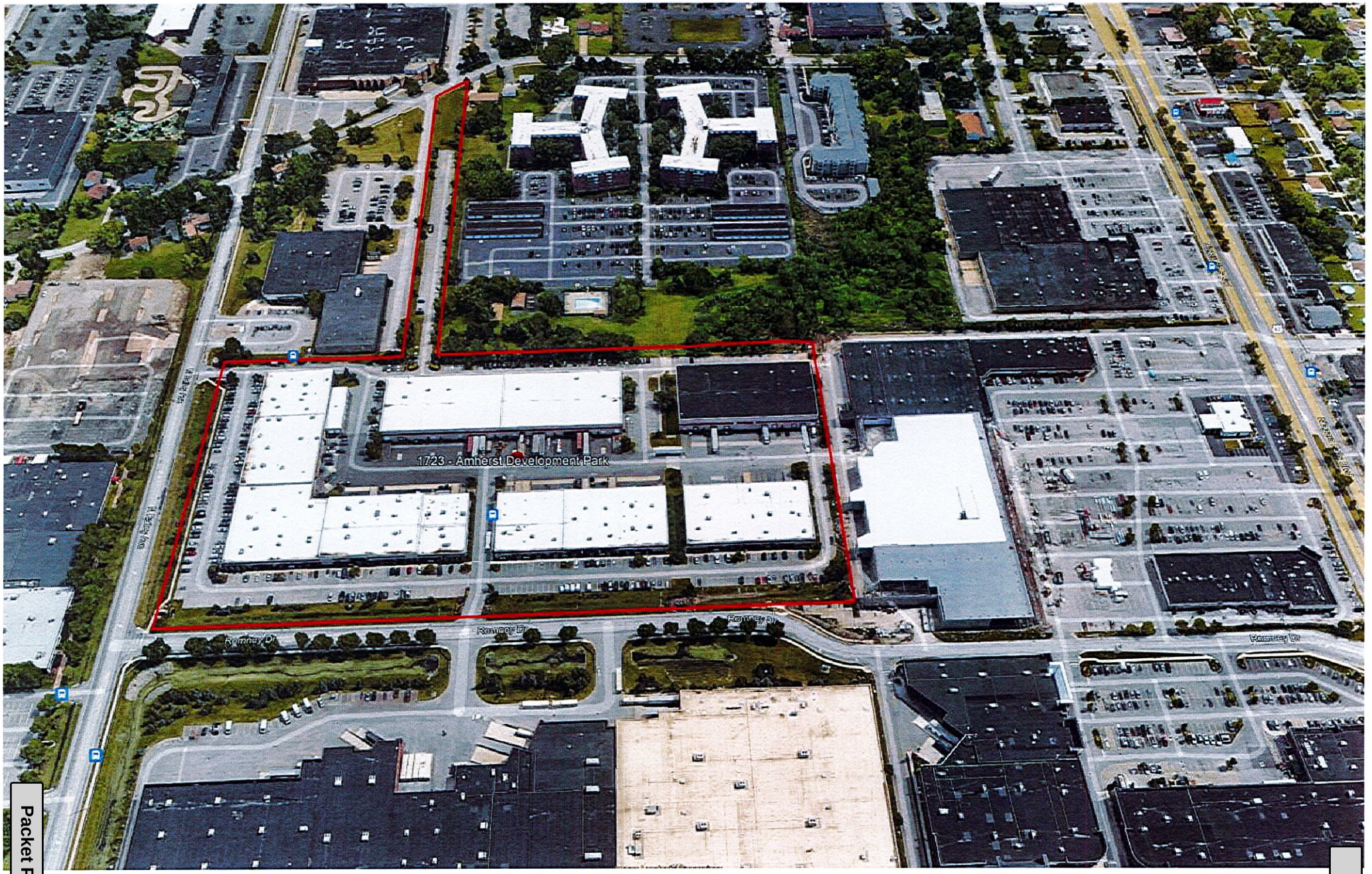
We look forward to working with the Town on this project. We believe this project represents a great development opportunity for this area that is consistent with the previous development of the property. If there are any questions regarding this letter or the enclosed documentation, please feel free to contact me at (716) 878-9626 or jamesboglioli@benderson.com.

Thank you,
BENDERSON DEVELOPMENT COMPANY, LLC
James A. Boglioli
James A. Boglioli, Esq.
Director, Right to Build – Northeast US

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

Exhibit A

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue


1723 - Amherst Development Park
Ramney Dr
Ramney Dr
Ramney Dr

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information

Name of Action or Project:
Proposed Rezoning

Project Location (describe, and attach a location map):
6040 North Bailey Ave, Town of Amherst, Erie County

Brief Description of Proposed Action:
The proposed action is a rezoning request for an existing 35,200 SF building to be rezoned from the existing RD District to GI District

Name of Applicant or Sponsor:	Telephone: 716-878-9626
Benderson Development Company, LLC	E-Mail: jamesboglioli@benderson.com

Address:
570 Delaware Ave

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:	☐	☐

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

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

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

	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?	☐	☐

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify: _____	☐	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☐	☐
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?	☐	☐

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☐

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: _____ _____	☐	☐

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____ _____	☐	☐

	NO	YES
12. a. Does the 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?	☐	☐
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?	☐	☐

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____		

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

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: _____		
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: _____		

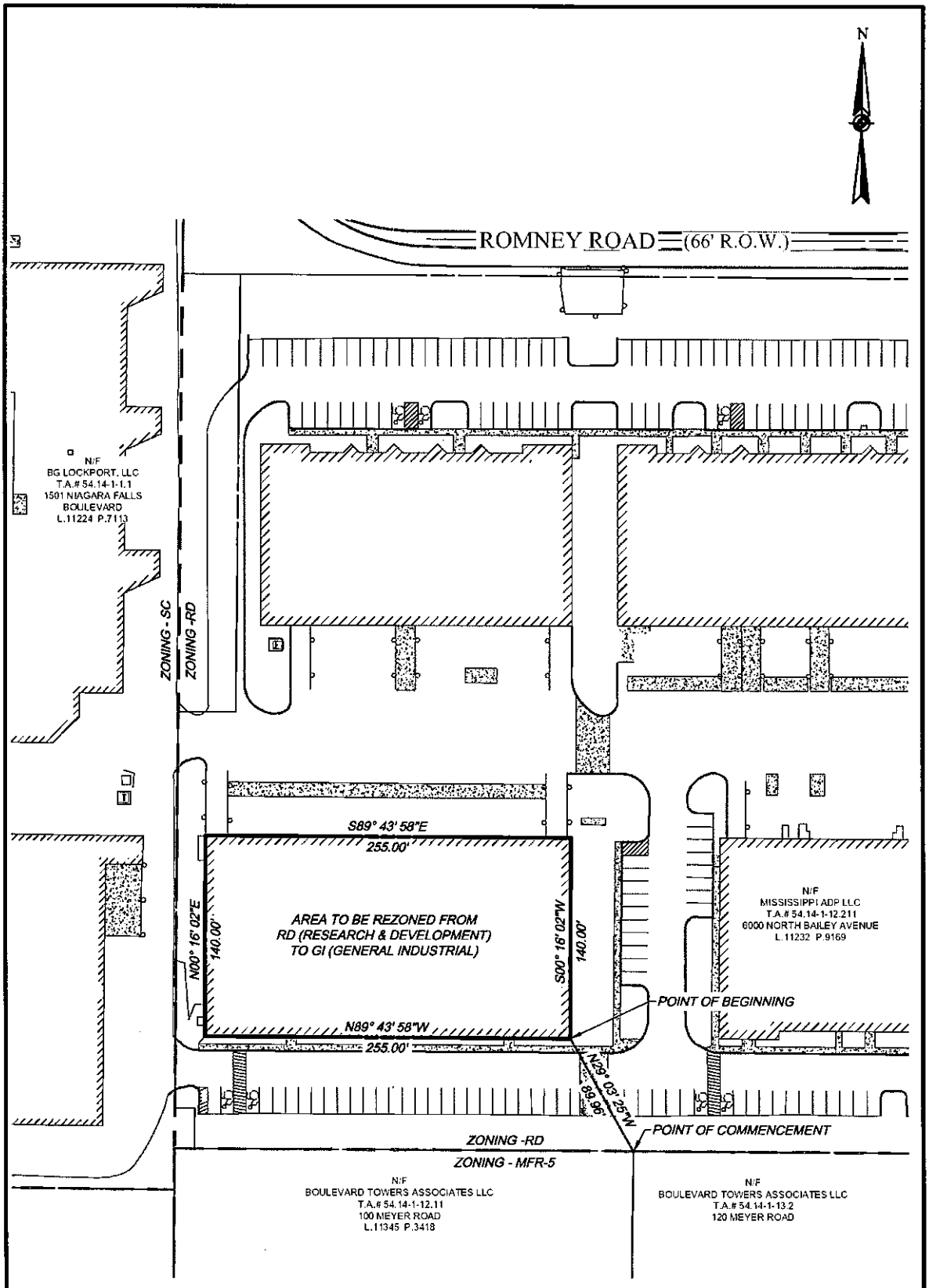
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Matthew J. Oates, P.E. Date: 10/06/2023

Signature: _____ Title: Director, Engineering

PRINT FORM

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue



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COSTICH ENGINEERING, D.P.C.

COSTICH ENGINEERING

- CIVIL ENGINEERING
- LAND SURVEYING
- LANDSCAPE ARCHITECTURE

217 LAKE AVENUE
ROCHESTER, NY 14608
(585) 458-3020

REZONING MAP
PORTION OF PARCEL TO BE REZONED FROM RD TO GI

ADDRESS:		T.A.#
NORTH BAILEY AVENUE		54.14-1-12.211
TOWN:	COUNTY:	STATE:
AMHERST	ERIE	NEW YORK
SCALE:	DATE:	DWG. NUMBER
1"=80'	SEPTEMBER 2023	8084-VE110

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

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: October 13, 2023

SUBJECT: Request to Rezone 0.82±Acres of Land from **RD to GI**
Z--2023-09
Property Location: **6000-6020 North Bailey Avenue (Portion)**
Petitioner: **Benderson Development Company LLC**

Assessor's Office agrees with request

cc: James Boglioli, Benderson Development Company, 570 Delaware Ave., Buffalo, NY 14202

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

Amherst

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

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

MEMORANDUM

October 12, 2023

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Patrick Lucey, Superintendent of Hwys/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent

RECEIVED
OCT 13 2023
TOWN OF AMHERST
BUILDING DEPT

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

SUBJECT: REQUEST TO REZONE 0.82± ACRES OF LAND FROM RD TO GI, **Z-2023-09**; PROPERTY LOCATED AT **6000-6020 NORTH BAILEY AVENUE (PORTION)**. BENDERSON DEVELOPMENT COMPANY LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

General comments relative to your agency interests: none at this time

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

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

Signature: Doug Gesel **Date:** Oct 17, 23

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-09_(6000-6020_N_Bailey_Ave)_2023\Z-2023-09_Transmittal_101223.doc
cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
James Boglioli, Benderson Development Company, 570 Delaware Avenue, Buffalo, NY 14202

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

Amherst

Town of Amherst Planning Department

RECEIVED
OCT 17 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

MEMORANDUM

October 12, 2023

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
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Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent

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

SUBJECT: REQUEST TO REZONE 0.82± ACRES OF LAND FROM RD TO GI, **Z-2023-09**; PROPERTY LOCATED AT **6000-6020 NORTH BAILEY AVENUE (PORTION)**. BENDERSON DEVELOPMENT COMPANY LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

General comments relative to your agency interests: No comments

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

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

Signature: _____ **Date:** 10/13/23

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-09_(6000-6020_N_Bailey_Ave)_2023\Z-2023-09_Transmittal_101223.doc
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Amherst

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

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

RECEIVED
NOV 03 2023
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

October 12, 2023

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
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RECEIVED
OCT 13 2023
TOWN OF AMHERST
BUILDING DEPT

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

SUBJECT: REQUEST TO REZONE 0.82± ACRES OF LAND FROM RD TO GI, **Z-2023-09**; PROPERTY LOCATED AT **6000-6020 NORTH BAILEY AVENUE (PORTION)**. BENDERSON DEVELOPMENT COMPANY LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? No objections

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

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

Signature: Krista B Halt **Date:** 11/2/23

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-09_(6000-6020_N_Bailey_Ave)_2023\Z-2023-09_Transmittal_101223.doc
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Jeff Burroughs, Town Engineer
James Boglioli, Benderson Development Company, 570 Delaware Avenue, Buffalo, NY 14202

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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

OCT 13 2023
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

October 12, 2023

RECEIVED
OCT 13 2023
TOWN ATTORNE

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
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Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent

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

SUBJECT: REQUEST TO REZONE 0.82± ACRES OF LAND FROM RD TO GI, **Z-2023-09**; PROPERTY LOCATED AT **6000-6020 NORTH BAILEY AVENUE (PORTION)**. BENDERSON DEVELOPMENT COMPANY LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? _____.

If you do not, briefly state why: _____

_____.

General comments relative to your agency interests: no concerns relative to right-of-way agency.

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

_____

_____

_____.

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

Signature: Nora B Robshaw **Date:** 10/16/23

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-09_(6000-6020_N_Bailey_Ave)_2023\Z-2023-09_Transmittal_101223.doc
cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
James Boglioli, Benderson Development Company, 570 Delaware Avenue, Buffalo, NY 14202

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29020 **RESOLUTION 2024-466** **DECISION DATE**

Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, 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 April 18, 2024 that the proposed rezoning of 0.41± acres of land from Residential District Three (R-3) to Multi-Family Residential District Four-A (MFR-4A) at 2280 Wehrle Drive is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

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

5/28/2024
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:45 PM.

Pierce Young, Esq. presented.

The following speaker addressed the Town Board:
Jina Gentry, 65 Bissell Dr

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the June 10th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:52 PM.

6/10/2024
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 4-0.

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 6/10/2024 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci	

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Di

Town Board Agenda of May 28, 2024

May 20, 2024

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

Subject: Request to Rezone 0.41± acres of land from Residential District Three (R-3) to Multi-Family Residential District Four-A (MFR-4A), Z-2024-01; property located at 2280 Wehrle Drive.

Honorable Members:

The subject property is a 0.41± acre generally rectangular shaped parcel of land located on the northeast corner of Wehrle Drive and South Ridge Court. The requested zoning area has 96.26± feet of frontage on Wehrle Drive, and 204.06± feet of frontage on South Ridge Court with a depth of 157± feet along the west property line. Wehrle Drive is designated as a minor arterial and South Ridge Court a local street in the Town of Amherst Bicentennial Comprehensive plan.

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

The purpose of this request is to allow the petitioner to potentially develop the site as a four (4) unit, two (2) story apartment building with two (2) driveways onto Ridge Court South.

The subject sites were designated Commercial-Office on Figure 6 with the adoption of the Bicentennial Comprehensive Plan on January 2, 2007 and amended on September 3, 2019.

BCPA-2023-03:
Request to Amend the Bicentennial Comprehensive Plan for 0.42± acres of land from Commercial-Office to Mixed Residential. *Approved by the Town Board on February 5, 2024*

The subject sites were zoned Residential District Three (R-3) district with the adoption of the Town wide Zoning Map & Ordinance on January 19, 1976. There is no additional history of previous rezoning requests on the subject properties.

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

There is no history of site plans for the property located at 2280 Wehrle Drive.

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

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

The subject request is consistent with the Town of Amherst Bicentennial Comprehensive plan as follows;

- Chapter 2 Section 2.2 Vision Statement and 2.3 Key Initiatives
- Figure 6 in the Town of Amherst Bicentennial Comprehensive plan depicts Commercial/Mixed-Use for the subject parcels
- Chapters 5-7 Economic Development, Transportation, and Infrastructure
- Chapter 8 Housing and Neighborhoods, Section 8-3 to encourage higher density residential uses in mixed-use developments and other appropriate locations
- Chapter 9 Community Facilities and Services

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

The proposed rezoning is consistent with Section 1-2-2K of the Zoning Ordinance which seeks to guide future development of the Town to bring about the gradual conformity of land and building uses in accordance with the objectives of the Comprehensive Plan.

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The request is consistent and compatible with the surrounding Residential Three District (R-3), Office Building District (OB) and Research and Development District (RD) zoning. The request is compatible with the surrounding office structures and detached single family homes.

ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the proposed rezoning are available and adequate at the subject location. This is an Unlisted action, and an environmental assessment consistent with SEQR has been prepared for the subject proposal. The subject sites are located within an area identified as having potentially archaeological significant sites or that are eligible for National or State register of historic places, we await a determination from the New York State Office of Recreation Parks and Historic Preservation on any potential impact to these resources as a result of the project.

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

Honorable Town Board

Rezone 0.41± acres of land from R-3 to MFR-4A
property located at 2280 Wehrle Drive
Agenda of May 28, 2024

RECOMMENDATION

The Planning Board at their meeting of April 18, 2024 held a public hearing on the subject rezoning request and recommended that the Town Board find that pursuant to Local Law #3-82, as amended, the requirements of SEQR have been completed and that the subject request will not have a significant adverse effect on the environment. The Planning Board also recommended that the subject rezoning request be approved with the no conditions.

The Planning Department requests that if the Town Board desires to act on the rezoning request, that a decision date be established after the public hearing so that the Planning Department can prepare a determination of environmental significance pursuant to SEQR, and prepare a resolution for the Town Board's consideration.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/SM/ac
Att.
X:\Current_Planning\Files\Rezonings\2024\Z-2024-01_(2280_Wehrle_Dr)_2024\Z-2024-01_Town_Board_Letter_052824.docx
cc: Martin Polowy, Town Attorney

Planning Board Approval April 18, 2024
Ayes 7; Noes 0

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2024-01

PETITIONER

Michael Keller
5391 Thompson Road
Clarence, NY 14031

PROPERTY LOCATION

2280 Wehrle Drive

APR 22 2024 PM12

WHEREAS the Town of Amherst Planning Board on Thursday, April 18, 2024 held a public hearing on the proposed rezoning of land from Residential District Three (R-3) to Multi-family Residential District Four-A (MFR-4A), and

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

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

WHEREAS in accordance with Section 8-3-5 of the Zoning Ordinance the Planning Board finds that:

A. The proposed zoning and development plan is generally consistent with the policies of the Comprehensive Plan and the Zoning Ordinance.

B. The proposal is consistent with the Conceptual Land Use Plan which shows Mixed Residential use in this area of the Town.

C. The proposal is consistent with Section 3.3.1, "Mixed Residential" and is located in a transition from commercial uses to lower density single-family housing.

D. There are adequate services and utilities available or proposed to be made available in the construction of the development.

E. The proposal is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.

F. The subject property is suitable for uses permitted by the current versus the proposed district.

G. The proposed change does tend to improve the balance of uses, or meets a specific demand in the Town.

H. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act may be waived because the parcel is a cleared vacant lot, maintained as lawn/ open field.

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2024-01

PETITIONER

Michael Keller

PROPERTY LOCATION

2280 Wehrle Drive

APR 22 2024 PM12

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

NOW THEREFORE BE IT RESOLVED that the Planning Board recommends to the Town Board in accordance with Section 8-3-4 of the Zoning Ordinance, that the rezoning request be approved.

The foregoing resolution was adopted by the Town of Amherst Planning Board, April 18, 2024; moved by Giuliani; seconded by Kahn; ayes 7; noes 0.

Michael J. Chmiel, Planning Board Chair

4/22/24
Date

JQ/ac
X:\Current_Planning\Files\Rezonings\2024\Z-2024-01_(2280_Wehrle_Dr)_2024\Z-2024-01_resolution_041824.doc
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Michael Keller, 5391 Thompson Road, Clarence, NY 14031
Jeff Palumbo, Esq., Block, Longo, LaMarca & Brzezinski, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning

For Official Use

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

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Application Received by Planning Department _____ ACCEPTED BY DATE

Materials Checked by Zoning Enforcement Officer _____ CHECKED BY DATE

Materials & Fee Paid to Town Clerk _____ ACCEPTED BY DATE

		Fill In Applicable Fees
2 ACRES OR LESS	**$1,250.**	$1,250.00
2 – 20 ACRES **$1,250 + $250/acre or fraction thereof over 2 acres** (fractions of an acre to be counted as 1 acre)		_____
21 – 30 ACRES **$5,700 + $150/acre or fraction thereof over 21 acres** (fractions of an acre to be counted as 1 acre)		_____
OVER 30 ACRES **$6,900 +$75/acre or fraction thereof over 30 acres** (fractions of an acre to be counted as 1 acre)		_____
Request for Relief of / Change to Conditions of Zoning Approval	**$1,200.**	_____
AFFIDAVIT FEE FOR PUBLIC HEARING	**$15.**	$15.00
	TOTAL FEE:	$ 1,265.00

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

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

TO BE COMPLETED BY APPLICANT

1. **Petitioner:**

Name: Michael Keller

Address: 5391 Thompson Road

Clarence (City) NY (State) 14031 (Zip Code)

Phone: (716) 566-8853 Fax

E Mail: michael55@gmail.com

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

From: Office Building District

To: MFR 4A District

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

2280 Wehrle Drive, Amherst, NY 14221

SBL #: 81.12-3-16

4. **Area of land to be rezoned** (in acres): 0.41

5. **Owner of Land:**

Name: James O'Connell

Address: 81 Oakwood Drive

Amherst (City) NY (State) 14221 (Zip Code)

Phone: (716) 310-1100

6. **Representative** (Architect, Engineer, Landscape Architect, Surveyor or Attorney):

Name: Jeffery D. Palumbo, As Attorney

Address: 9276 Main Street, Suite 3

Clarence (City) NY (State) 14031 (Zip Code)

Phone: (716) 308-7211 Fax

E Mail: jpalumbo@blockandlongo.com

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

7. Petitioner's interest in property

_____ Option to purchase
_____ Owner
__x__ Other (explain) Contingent Contract

8. The following are all others having an interest in this application and join herein with the petitioner named above: (describe extent of interest; attach sheets as needed)
James O'Connell - Current Owner

9. Attach Survey and Legal description of land to be rezoned. The Survey must be prepared by a New York State Licensed Land Surveyor.

10. Said property has the following deed restrictions or covenants: (attach copy)

Liber _____ Page _____

11. Information on proposed project:

A. Description of the character of the proposed development: The proposed development will include an attractive, high end four (4) unit luxury townhome style apartment structure. Each unit will be two (2) stories in height.

B. Rationale for rezoning request:

1. Why was this site chosen? The site was chosen because of its proximity to local amenities and flourishing neighborhood.

2. Why cannot land be used with the existing zoning? The site is currently zoned Commercial Office which is inconsistent with the nearby properties. The nearby properties on Wehrle Drive include mixed business and multi-family residential use.

3. How will this rezoning impact surrounding properties? The requested re-zoning would not adversely impact the surrounding properties. As mentioned above, the re-zoning would be more compatible with the surrounding properties.

4. How will this rezoning impact the school system? The proposed multi-unit structure will assist in increasing the current property tax of the property. This will provide additional funds for the local school district.

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

12. Quantitative Data:

A. Total # of dwelling units: Four (4)

B. Distribution of dwelling units by type: Luxury Townhome Style Apartments

C. Gross Residential Density per acre: 9.75

D. Total amount of Open Space: +/- 0.20

E. Proposed Non-Residential Floor Area: Not Applicable

13. Development Schedule:

Start: Summer 2024

Finish: Winter 2024

Stages (# of): One (1)

14. If any portion of the proposed development is planned to be sold or leased, please describe:

Owner occupied or rented.

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

Not Applicable

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

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

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

   See attached Exhibit A

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

2. Pursuant to NYS Town Law Section 272a(11), "All Town land use regulations must be in accordance with a comprehensive plan adopted pursuant to this Section." The Amherst Town Board adopted the Bicentennial Comprehensive Plan pursuant to NYS Town Law 272 on January 2, 2007. If the rezoning is approved, the Town Board may require the Plan to be amended, as applicable.

   Cite all text, maps, or figures that must be amended to support the proposed zoning at this location (attach pages as necessary) and provide detailed suggested amendments.
   See attached Exhibit A

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

B. Adequate Services and Utilities are available or are proposed to be made available with the construction of the development:

1. Sanitary Sewer Available
2. Storm Sewer/Drainage Available
3. Water Available
4. Other

C. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:
See attached Exhibit A

D. Suitability of the subject property for uses permitted by the current versus the proposed district: See attached Exhibit A

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

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

17. The petitioner encloses herewith the sum of $ 1,265.00 to pay the fee, and consents to the placement of a sign(s) at the described location identifying this request for a period of time to be determined by the Town Clerk.

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

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

P Stokes as attorney
Signature of Petitioner

Subscribed and sworn to before me this 20th *day of* February, *20* 24

Notary Public, Erie County, New York Pierce V. Young

Pierce V. Young
Notary Public, State of New Y
Qualified in Erie County
My Commission Expires: March 2, 24

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

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

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

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

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

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

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

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information

2280 Wehrle Drive - Michael Keller

Name of Action or Project:
2280 Wehrle Drive Townhomes

Project Location (describe, and attach a location map):
2280 Wehrle Drive - Corner of Ridge Court South

Brief Description of Proposed Action:
Four (4) two (2) story luxury townhome style apartments

Name of Applicant or Sponsor:	Telephone: (716) 566-8853
Michael Keller	E-Mail: michael55@gmail.com

Address:
5391 Thompson Road

City/PO:	State:	Zip Code:
Clarence	NY	14031

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

3. a. Total acreage of the site of the proposed action? 0.41 acres
   b. Total acreage to be physically disturbed? 0.41 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.41 acres

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

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

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

	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?	☐	☑

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify: _____	☑	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
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?	☐	☑

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies: _____	☐	☑

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: _____	☐	☑

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____	☐	☑

	NO	YES
12. a. Does the 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?	☑	☐
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?	☑	☐

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☑	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____		

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

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: Existing Storm Drainage System		
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: Jeffery D. Palumbo, As Attorney Date: 02/20/24

Signature: Title: Attorney

PRINT FORM

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

LOCAL LAW NO. _____-201_

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A LOCAL LAW AMENDING CHAPTER 203 OF THE TOWN OF AMHERST CODE, KNOWN AS THE ZONING ORDINANCE, TO REZONE _____ FROM _____ TO _____ AND TO AMEND THE ZONING MAP ACCORDINGLY.
(address)

Be it enacted by the Town Board of the Town of Amherst as follows:

Section 1. Title.

This Local Law shall be referred to as, "A Local Law Amending Chapter 203 of Town of Amherst Code, Known As The Zoning Ordinance, to Rezone 2280 Wehrle Drive _____ from OB _____ to MFR 4A and to Amend The Zoning Map Accordingly."

Section 2. Legislative Findings and Intent.

The Town Board of the Town of Amherst finds that an application to rezone 2280 Wehrle Drive _____ from Office Building _____ to MFR 4A _____ zoning has been filed and is in proper order. The Town Board further finds that the rezoning is consistent with the Comprehensive Plan.
(address)

Section 3. Amherst Zoning Map.

The Town Board hereby amends its zoning map which is incorporated by reference in the Town zoning code by amending from Office Building _____ to MFR 4A _____ the zoning of 2280 Wehrle Drive _____, **subject to any conditions imposed by the authorizing resolution**; legally described as follows:

Section 4. Validity.

This Local Law is adopted under the authority granted to the Town Board of the Town of Amherst pursuant to §§10(1)(ii)(a)(12), 20 and 27 of the Municipal Home Rule Law and §265 of the Town Law of the State of New York.

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

Section 5. Effective Date.

This Local Law shall take effect immediately when it is filed in the Office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and published pursuant to Sections 130 & 133 of the Town Law and Chapter 28 of the Code of the Town of Amherst.

Francina Spoth
Town Clerk
Town of Amherst
County of Erie, State of New York

X:\Current_Planning\Files\Rezonings\Forms\Local Law (Master).doc

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

TOWN OF AMHERST PLANNING DEPARTMENT

SUBMITTAL OF REVISED SURVEY & LEGAL DESCRIPTION

For Official Use

File# _____
(SAME Z # AS ORIGINAL FILE)

Materials Checked by Building Dept. _____
RECEIVED BY DATE

Materials Received by Planning Dept. _____
RECEIVED BY DATE

Materials Accepted by Town Clerk _____
RECEIVED BY DATE

TO BE COMPLETED BY APPLICANT

ONLY IF LEGAL DESCRIPTION HAS BEEN REVISED

1. **Petitioner:**

Name: Michael Keller

Address: 5391 Thompson Road

Clarence, NY 14031

City State Zip Code

Phone: (716) 566-8853 Fax: _____

E Mail michael55@gmail.com

2. **Street address of land to be rezoned:**

2280 Wehrle Drive

Amherst, NY 14221

3. **Submitted by:**

Name: Jeffery D. Palumbo, As Attorney

Address: 9276 Main Street, Suite 3, Clarence, NY 14031

Required Materials:

- ☑ Revised Survey and Legal Description
- ☑ Legal Description in the form of a Local Law
- ☑ Legal Description in a Microsoft Word Document

P/Currplan/Applications Working Docs/Revised Survey Submittal Form

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

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
Ovid Silt Lorm	Severe and wet	Severe and wet	Severe and wet	N/A	Severe and frost action
Ilion Silt Lorn	Severe and wet	Severe and wet	Severe and wet	N/A	Severe and frost action

2. 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.

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

4. Location and size of real property owned by petitioner within one (1) mile of subject proposal:
N/A

5. 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.)

6. Maximum number of vehicular trips to be generated per peak hour upon completion of project 8
Source: ITE Manual

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

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

9. Proposed net additional gallons per day (gpd) of sanitary sewer discharge upon completion of project:
1,300 average flow 5,200 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.)

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

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

Exhibit A

Paragraph 16(A)(1): State in detail why the proposed zoning is consistent with the adopted Town of Amherst Bicentennial Comprehensive Plan. Cite specific sections, maps, and/or figures in the Plan that support the proposed zoning at this location.

The requested amendment to allow four (4) luxury townhouse style apartment units provides a diversity of choice of property units in the area. The Wehrle Drive corridor from Transit to Youngs is characterized by a combination of medical and other office buildings, commercial development, recreational facilities, and some residential development. In addition, it will serve to enhance the community character by investing in the revitalization of an area that has not seen new housing in some time. This is consistent with the Shared Direction as set forth in Section 2.2 of the Comprehensive Plan as it enhances the diverse economy of the Town, strengthening the tax base, and using infill development as set forth therein.

Regarding "Aesthetic/Community Character" as set forth in the Comprehensive Plan, the rezoning will only add to the renowned beauty, character, and environmental quality of the Town. A first-class townhome style development seeks to "raise the bar" by adding a new lifestyle choice in an underserved area.

The "Revitalization" section of the Comprehensive Plan will also be enhanced as this proposal injects new life and new investment into the Town by providing a diverse choice of living for "empty nesters," young professionals, or others seeking limited maintenance options.

This amendment is also consistent with the "Governance" section as the townhome style apartments do not introduce inconsistency or unfairness in zoning and land use.

Paragraph 16(A)(2): Pursuant to NYS Town Law Section 272a(11), "All Town land use regulations must be in accordance with a comprehensive plan adopted pursuant to this Section." The Amherst Town Board adopted the Bicentennial Comprehensive Plan pursuant to NYS Town Law 272 on January 2, 2007. If the rezoning is approved, the Town Board may require the Plan to be amended, as applicable. Cite all text, maps, or figures that must be amended to support the proposed zoning at this location (attach pages as necessary) and provide detailed suggested amendments.

The proposed rezoning is consistent with the Comprehensive Plan.

Paragraph 16(A)(3): State why the proposed zoning is consistent with intent and objectives (Sec. 1-2-2) of the Zoning Ordinance.

(A) To protect the character and values of residential, institutional, and public uses, business, commercial, and manufacturing uses and to insure their orderly and beneficial development.

The proposed rezoning is consistent with the objective of protecting the character and value of the existing land uses. The project adds a new, diverse housing option that will match the surrounding area and is an orderly and beneficial development.

(B) To provide adequate open spaces for light, air, and outdoor uses to include public, common and private open space areas.

The proposed rezoning is consistent with this objective.

(C) To prevent overcrowding of the land.

The proposed rezoning will not result in overcrowding of the land.

(D) To prevent excessive concentration of population and to prevent sparse and uncoordinated development.

The proposed rezoning will not cause excessive concentration of population and the project is a coordinated development effort.

(E) To regulate and control the location and spacing of buildings on the lot and in relation to the surrounding property generally consistent with the policies of the Comprehensive Plan.

Please see the answer to Paragraph 16(A)(1) above regarding consistency with the Comprehensive Plan.

(F) To protect persons and property from damage and injury due to fire or flood.

The project will not increase the likelihood of damage and injury due to fire or flood. The townhomes will be constructed in accordance with New York State Building Code including the fire and flood standards included therein.

(G) To preserve and protect significant natural features and vegetation, thereby preventing ecological damage and visual blight which occur when those features or vegetation are eliminated or substantially altered to serve development purposes only.

The proposed rezoning is consistent with this objective.

(H) To assure that structure and land use arrangements are aesthetically harmonious with nearby areas and structures.

The proposed rezoning will enhance the beauty and character of the area. The project calls for high end townhome style apartments that will match the sophistication of the surrounding buildings in a residential structure.

(I) To regulate the location of buildings and intensity of uses in relation to streets according to plans so as to cause the least interference with and be damaged least by traffic movements and hence result in lessened street congestion and improved public safety.

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

The project will have direct access to Wehrle Road, and no additional traffic congestion is anticipated.

(J) To establish zoning patterns that insure economical extensions for sewers, water supply, waste disposal and other public utilities, as well as development of recreation, schools, and other public facilities.

The property has access to sanitary sewers and water lines along with public utilities to service the project.

(K) To guide the future development of the town so as to bring about the gradual conformity of land, structures and uses generally consistent with the policies of the Comprehensive Plan.

Please see the answer to Paragraph 16(A)(1) above regarding consistency with the Comprehensive Plan.

(L) To accomplish the specific intents and goals set forth in the introduction to the respective sections.

The proposed rezoning is consistent with this objective.

(M) To protect the community from visual pollution resulting from the unregulated use of signs and other advertising devices.

The proposed rezoning will not result in pollution from the unregulated use of signs and other advertising devices.

(N) Based upon evaluation by the State of New York, the Town Board declares that the use of land for hydrofracking would endanger the health, safety, and general welfare of the community.

Not Applicable.

Paragraph 16(C): Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood.

The proposed rezoning adds diverse housing and investment to the established neighborhood and does so with a context sensitive architectural and site design. The current Commercial Office designation is unworkable in today's environment. There are a multitude of empty office buildings in the immediate area. The proposed rezoning seeks to have the property classified as Mixed Residential. Mixed Residential is appropriate for roads like Wehrle Drive and as a buffer to more traditional single-family neighborhoods. This project coincides with the Mixed Residential classification as defined in the Comprehensive Plan.

Paragraph 16(D): Suitability of the subject property for uses permitted by the current versus the proposed district.

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

The property is suitable for uses allowed under the Commercial Office designation and the proposed Mixed Residential classification.

Paragraph 16(E): Whether the proposed change tends to improve the balance of uses or meets a specific demand in the Town.

The proposed rezoning will have positive impacts on the balance of uses in the Town and meets a specific demand. The four (4) townhouse style apartment units will offer diversity of choice and provide much needed housing options in the area. Moreover, there will not be another empty office building in the immediate vicinity.

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

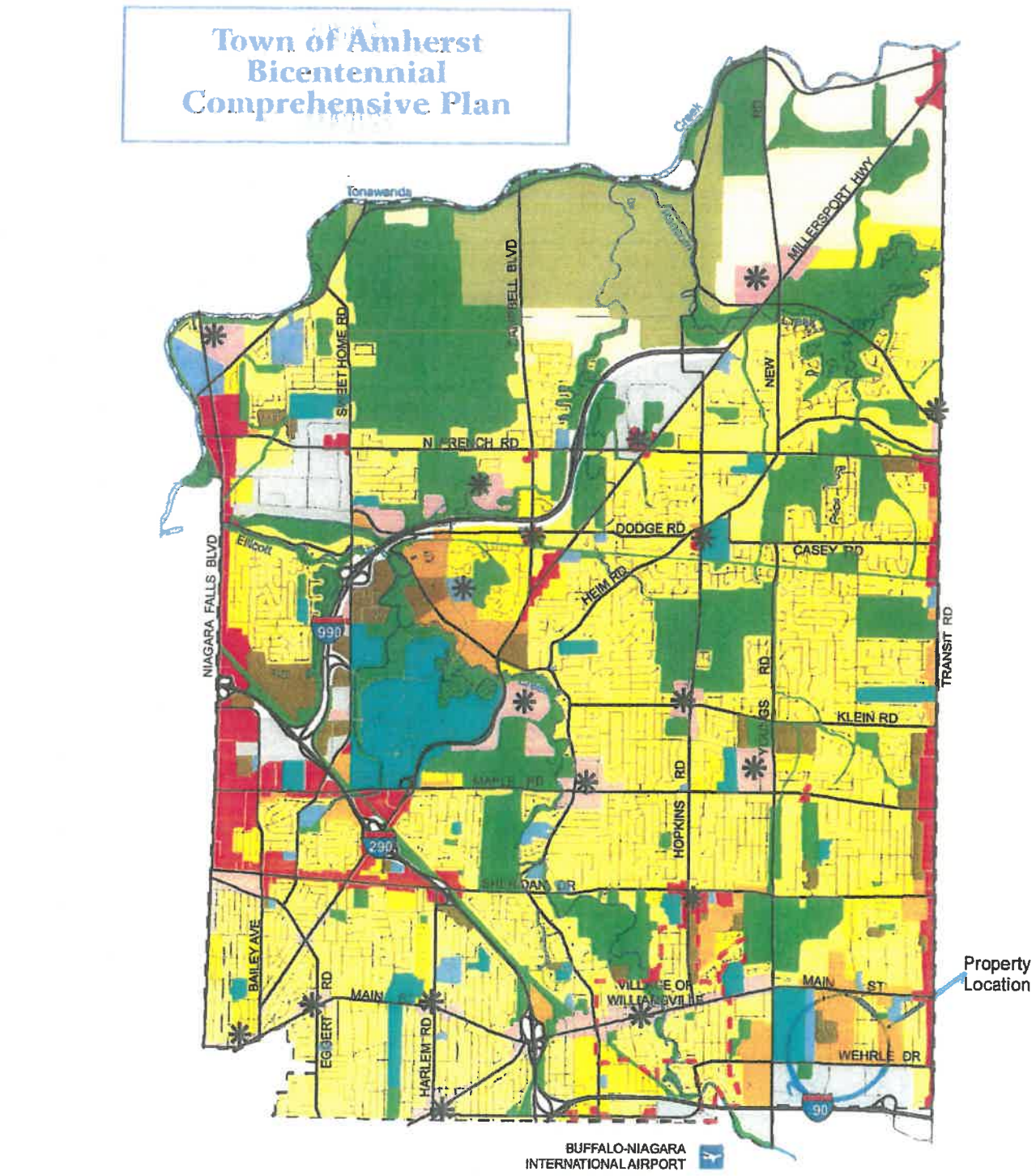
PRELIMINARY SITE PLAN

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

REQUESTED COMPREHENSIVE PLAN CHANGE

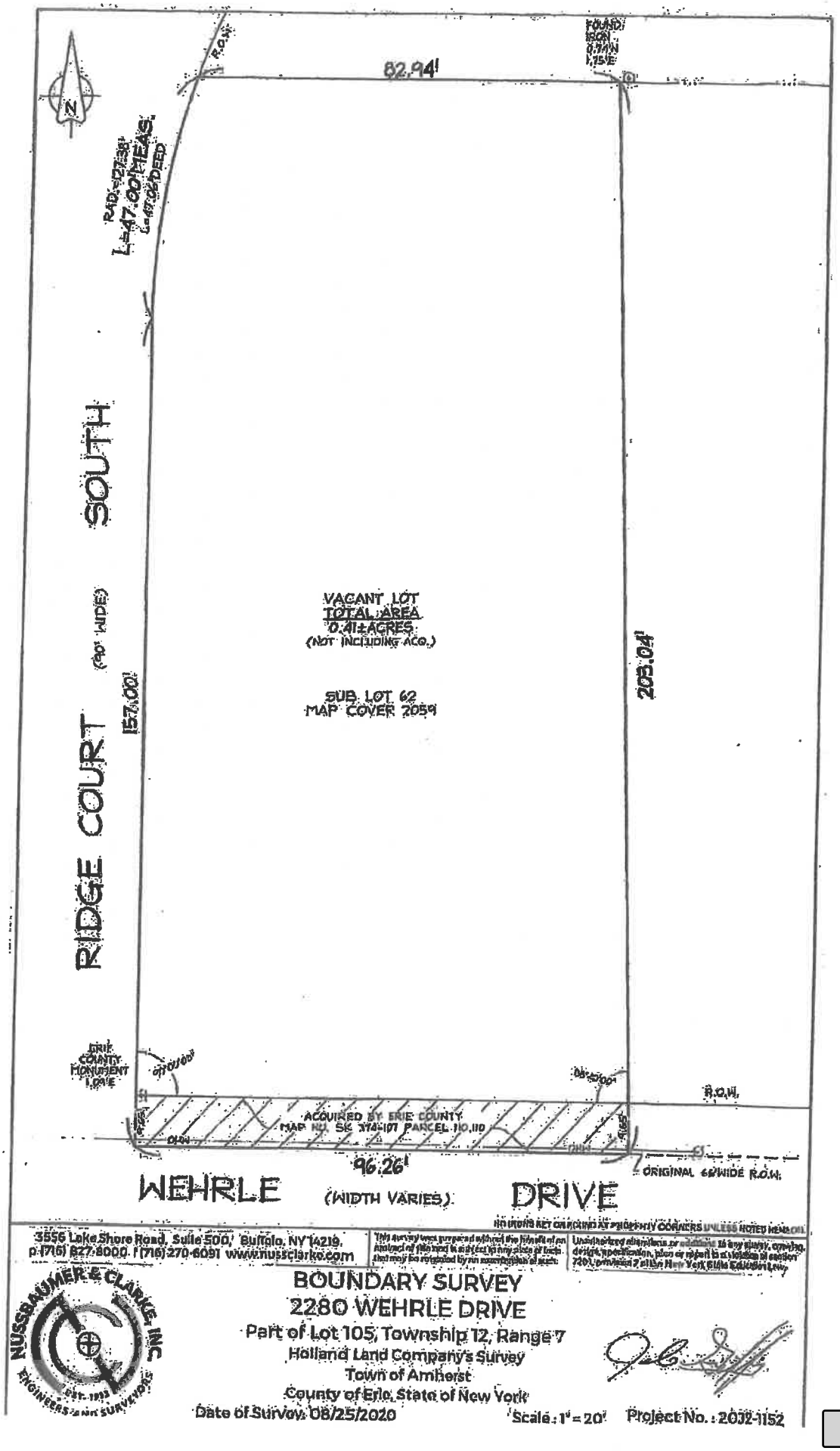
Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))



Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

SURVEY & LEGAL DESCRIPTION



3556 Lake Shore Road, Suite 500, Buffalo, NY 14219.
p (716) 827-8000 f (716) 270-6091 www.nussclarke.com

This survey was prepared without the benefit of an abstract of title and is subject to any state of facts that may be revealed by an examination of such.

Unauthorized alterations or additions to this survey, covering design, specification, plan or report is a violation of section 7209, paragraph 2 of the New York State Education Law.

NUSSBAUMER & CLARKE, INC.
ENGINEERS & LAND SURVEYORS
EST. 1913

BOUNDARY SURVEY
2280 WEHRLE DRIVE

Part of Lot 105, Township 12, Range 7
Holland Land Company's Survey
Town of Amherst
County of Erie, State of New York

Date of Survey: 08/25/2020 Scale: 1" = 20' Project No.: 2032-1152

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

Suggested Legal Description:

All That Tract or Parcel of Land, situate in the Town of Amherst, County of Erie, State of New York, being part of Lot No. 105, Township 12, Range 7 of the Holland Land Company's Survey, and according to a map filed in the Erie County Clerk's Office under Map Cover number 2059 is known as subdivision Lot number 62.

EXCEPTING lands conveyed to the County of Erie for highway purposes filed in the Erie County Clerk's office in Liber 6414 at Page 25.

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

OWNER AUTHORIZATION

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

JUSTIN S. WHITE
ATTORNEY AT LAW
5662 MAIN STREET
WILLIAMSVILLE, NY 14221

Tel: (716) 631-9100
Fax: (716) 631-7546

e-mail: jsw@sbwattorneys.com

August 20, 2023

TO WHOM IT MAY CONCERN

Re: REZONING APPLICATION 2280 Wehrle Drive, Amherst, NY

Dear Sir/Madam:

On behalf of my client, Mr. James O'Donnell, Mr. Michael Keller is authorized to submit a rezoning application relative to the above property.

Mr. O'Donnell's address is 81 Oakwood Drive. Williamsville, NY. His telephone # is (716) 310-1100..

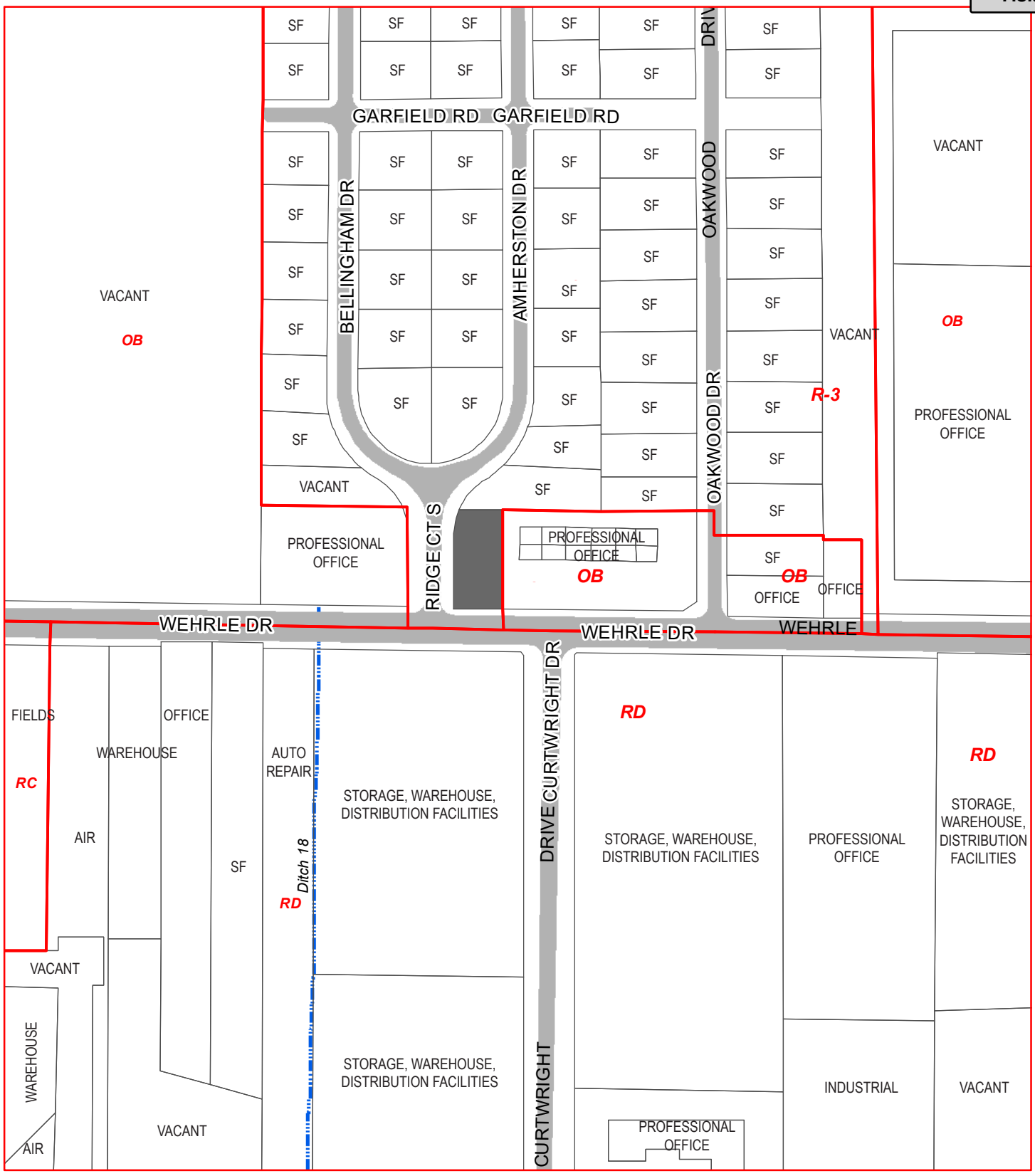
Thank you for your attention to this matter.

Very truly yours,

Justin S. White

JSW/ams
enclosure

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))



Z-2024-01

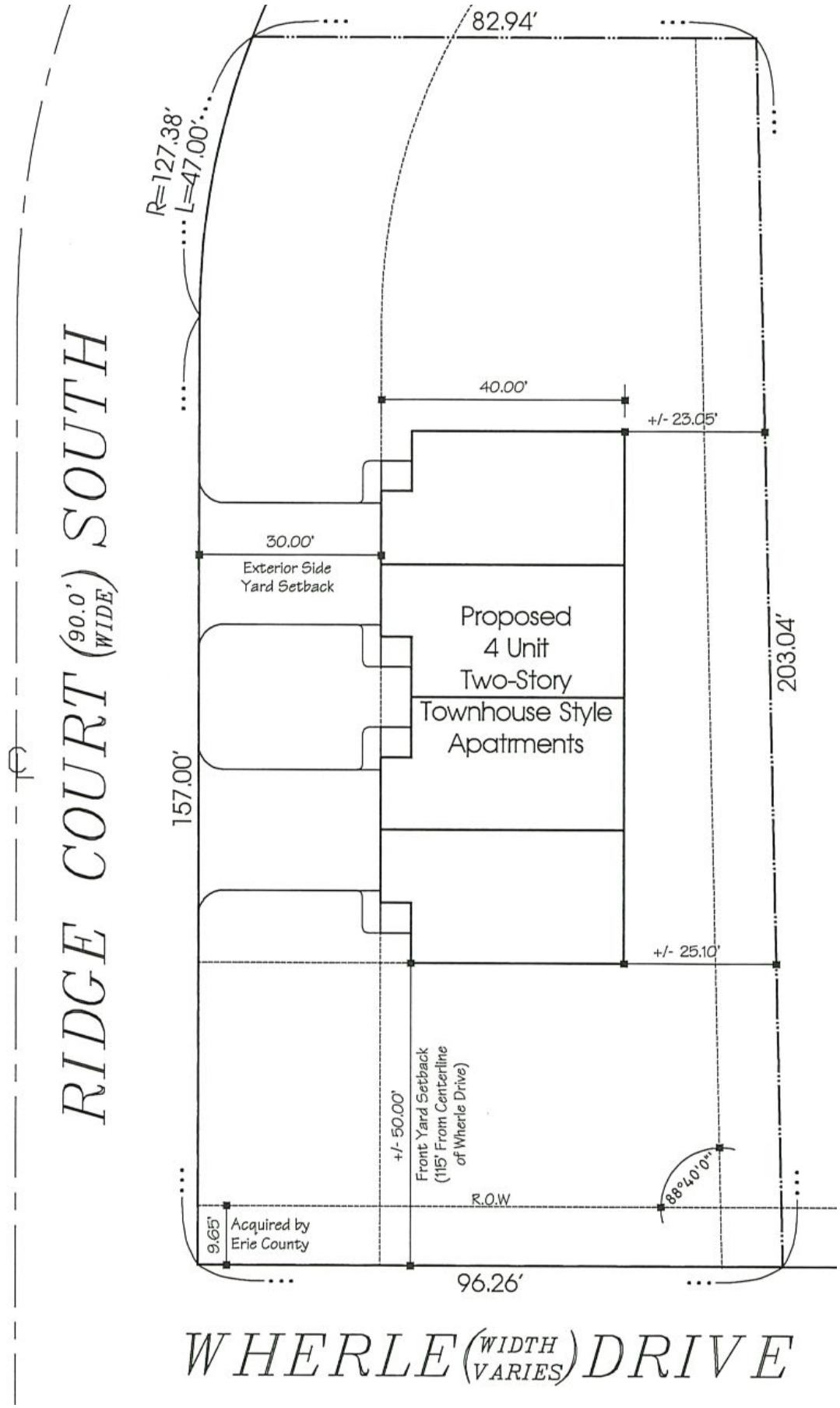
Request to Rezone 0.41+/- Acres of Land from R-3 to MFR-4A
Property Located at 2280 Wehrle Drive
Michael Keller, Petitioner

April 18, 2024

2280 Wehrle Drive

Prepared by the Town of Amherst Planning Department

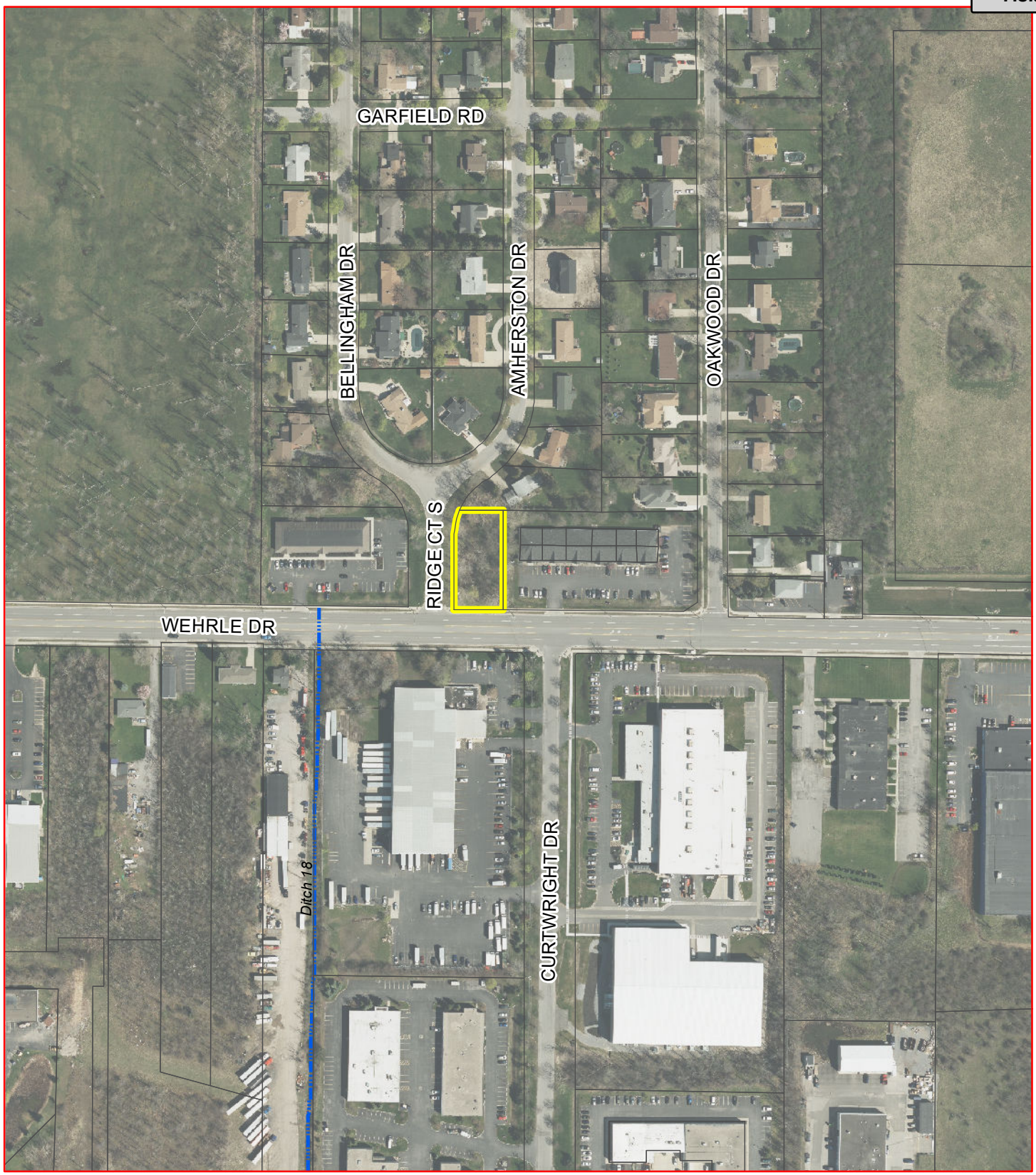
Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))



CONCEPT PLAN

Z-2024-01
2280 Wehrle Drive
2/22/204

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))



Z-2024-01

Request to Rezone 0.41+/- Acres of Land from R-3 to MFR-4A
Property Located at 2280 Wehrle Drive
Michael Keller, Petitioner

April 18, 2024

2280 Wehrle Drive

Prepared by the Town of Amherst Planning Department

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

Amherst

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

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

March 7, 2024

Michael Keller
5391 Thompson Road
Clarence, New York 14031

SUBJECT:	Rezoning Application Review	**Z-2024-01**
	Request:	Rezone 0.41± acres from OB to MFR-4A
	Property located at:	**2280 Wehrle Drive**
	Application received:	February 20, 2024
	Representative:	Jeffery D. Palumbo, Esq.

Dear Mr. Keller,

Please consider the following comments:

1. The concept plan provided with the application is being used for informational purposes only. This departments review is not to be construed as endorsement or approval of the concept plan or that it complies with the requirements of §203 of Town Code.

2. The following items on the Environmental Assessment Form should be corrected or completed:

   - Item 12.a. The geographic area of the subject parcel includes an area identified by the State as having potential archaeological or historical significance. The NYS Office of Parks Recreation and Historic Preservation needs to be consulted with during the rezoning or site plan application submission.

3. Note that any other SEQR-related issues raised during the review process for this rezoning must be addressed prior to action by the Planning Board.

4. Provide the proposed Local Law to this office in MS Word format.

5. Provide an 8½ " x 11" reduction of any revised concept plan **and an electronic version** of any revised plans or information submitted for review.

This is a review only and does not constitute approval of the Rezoning Request. Should you have questions regarding this correspondence, please contact 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\Rezonings\2024\Z-2024-01_(2280_Wehrle_Dr)_2024\Z-2024-01_Pln_Dpt_Rvw_03072024.doccc:
cc: Jeffery D. Palumbo, Esq., Block, Longo, LaMarca & Brzezinski, PC, 9276 Main St., Clarence, NY 14031

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

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: February 22,2024

SUBJECT: Request to Rezone 0.41±Acres of Land from OB to MFR-4A,Z-2024-01
Property Location: **2280 Wehrle Drive**
Petitioner: **Michael Keller**

Site plan approved as submitted.

cc: Michael Keller, 5391 Thompson Rd., Clarence, NY 14031
Jeff Palumbo, 9276 Main St., Ste 3, Clarence, NY 14031

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

Amherst

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

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

RECEIVED
Williamsville Central School District

FEB 26 2024

Asst Superintendent for
Finance & Management Services

MEMORANDUM February 20, 2024

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville School District
BNIA

RECEIVED
FEB 26 2024
TOWN OF AMHERST
PLANNING DEPT.

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

SUBJECT: REQUEST TO REZONE 0.41± ACRES OF LAND FROM **OB** TO **MFR-4A**, **Z-2024-01**; PROPERTY LOCATED AT **2280 WEHRLE DRIVE**. MICHAEL KELLER, PETITIONER.

REVIEW:

Do you agree with all statements made? The Williamsville CSD has no comments at this time.

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

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

Signature: _____ **Date:** 2/27/24

TV/bf
X:\Current_Planning\Files\Rezonings\2024\Z-2024-01\Z-2024-01_Transmittal_022024.doc

cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
Michael Keller, 5391 Thompson Road, Clarence, NY 14031
Jeff Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

Amherst

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

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

RECEIVED
FEB 29 2024
TOWN ATTORNEY

MEMORANDUM February 20, 2024

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville School District
BNIA

RECEIVED
FEB 26 2024
TOWN OF AMHERST
PLANNING DEPT.

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

SUBJECT: REQUEST TO REZONE 0.41± ACRES OF LAND FROM **OB** TO **MFR-4A, Z-2024-01;** PROPERTY LOCATED AT **2280 WEHRLE DRIVE.** MICHAEL KELLER, PETITIONER.

REVIEW:

Do you agree with all statements made? _____.

If you do not, briefly state why: _____

_____.

General comments relative to your agency interests: n/a.

_____.

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

_____

_____

_____.

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

Signature: NB Robshaw **Date:** 2/23/24

TV/bf
X:\Current_Planning\Files\Rezonings\2024\Z-2024-01\Z-2024-01_Transmittal_022024.doc

cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
Michael Keller, 5391 Thompson Road, Clarence, NY 14031
Jeff Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

Amherst

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

RECEIVED
FEB 26 2024
TOWN OF AMHERST
PLANNING DEPT.

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

MEMORANDUM

February 20, 2024

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
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Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
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Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville School District
BNIA

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

SUBJECT: REQUEST TO REZONE 0.41± ACRES OF LAND FROM **OB** TO **MFR-4A**, **Z-2024-01**; PROPERTY LOCATED AT **2280 WEHRLE DRIVE**. MICHAEL KELLER, PETITIONER.

REVIEW:

Do you agree with all statements made? YES.

If you do not, briefly state why: _____

_____.

General comments relative to your agency interests: NONE

_____.

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

_____

_____

_____.

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

Signature: _____ **Date:** 2/22/24

TV/bf C. SCHREGEL

X:\Current_Planning\Files\Rezonings\2024\Z-2024-01\Z-2024-01_Transmittal_022024.doc

cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
Michael Keller, 5391 Thompson Road, Clarence, NY 14031
Jeff Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

Amherst

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

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

RECEIVED
FEB 22 2024
TOWN OF AMHERST
BUILDING DEPT

MEMORANDUM February 20, 2024

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville School District
BNIA

RECEIVED
FEB 23 2024
TOWN OF AMHERST
BUILDING DEPT

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

SUBJECT: REQUEST TO REZONE 0.41± ACRES OF LAND FROM **OB** TO **MFR-4A**, **Z-2024-01**; PROPERTY LOCATED AT **2280 WEHRLE DRIVE**. MICHAEL KELLER, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes.

If you do not, briefly state why: _____

General comments relative to your agency interests: None at this time.

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

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

Signature: Doug Gesel **Date:** Feb 26, 24

TV/bf
X:\Current_Planning\Files\Rezonings\2024\Z-2024-01\Z-2024-01_Transmittal_022024.doc

cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
Michael Keller, 5391 Thompson Road, Clarence, NY 14031
Jeff Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

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.: ZR-24-120
Postmark/Delivery Date: 2/22/2024

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

§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 4/18/24 Time 6:30pm Location 5583 Main Street, Willimasville NY 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: 2280 Wehrle Drive

5a. S.B.L. of Property: 81.12-3-16

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)* Request to rezone 0.41± acres from OB to MFR-4A

8. Other remarks: Z-2024-01

9. Submitted by: Thomas Voigt, Assistant Planner TV Email: tvoigt@amherst.ny.us

10. Return Address: 5583 Main Street, Williamsville NY 14221

Reply to Municipality by Erie County Division of Planning

Receipt of the above-described proposed action is acknowledged on 2/22/2024. 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:** 2/23/2024

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 29054 **RESOLUTION 2024-467** **WITHDRAWN**

SEQR Determination (1789 Dodge Road, Z-2020-15)

DRAFT RESOLUTION
May 28, 2024

RESOLVED, that pursuant to 6NYCRR Part 617 of the State Environmental Quality Review Act (SEQRA) and Town Code Chapter 104, as amended, the Town Board is deemed the Lead Agency for those actions which it has sole discretionary power, including but not limited to rezoning decisions and adoptions of local laws, and be it further

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed a request for a rezoning at 1789 Dodge Road and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

RESOLVED, that the requirements of SEQR are now complete therefore this Town Board issues the attached Negative Declaration as its determination of environmental significance, for the subject action.

FINANCIAL IMPACT:

None

RESULT: WITHDRAWN

D R A F T (***May 28, 2024***)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: Z-2020-15

Address: 5583 Main Street
Williamsville, NY 14221
(716) 631-7051

Date:

This notice is issued pursuant to Part 617 and Local Law #3-82, as amended, of the implementing regulations pertaining to Article 8 (State Environmental Quality Review) of the Environmental Conservation Law.

The Lead Agency has determined that the proposed action described below will not have a significant adverse effect on the environment.

Title of Action: Rezoning Request.

SEQR Status: Type I.

Description of Action: Rezoning of 6.7± acres of land from SA to R-3 to allow for a proposed 16-lot residential subdivision that will consist of 15 detached single-family home lots and a stormwater management lot located in the eastern most portion of the property. A public roadway and a single curb cut onto Dodge Road are proposed. Seventy-five feet of frontage along Dodge Road is proposed to remain as greenspace with the exception of the access roadway. Approximately 2.7± acres of the 6.7± acre site will remain as permanent open space along the north, south, eastern and western boundaries of the parcel.

Location: 1789 Dodge Road, Town of Amherst, Erie County, New York

Petitioner: Joe Rubino

Attachment: Z-2020-15_draft Neg Dec_052224 (RES-2024-467 : SEQR Determination - 1789 Dodge Road)

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Full Environmental Assessment Form (EAF) - Part 1 and Part 2, a complete rezoning application, and concept plan, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed rezoning of 6.7± acres of land from Suburban Agriculture (SA) to Residential District Three (R-3) for a proposed 16-lot residential subdivision (for 15 detached single-family homes) and related site improvements will not have a significant impact on the environment, as follows:

1. The project is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. The Town Engineering Department on August 24, 2021 reviewed the application and EAF submitted on August 16, 2021 and had no objection or comments on the proposed rezoning.

2. The project will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. Permanent open space buffers, including 75 feet along Dodge Road will preserve and enhance natural vegetation. A Landscape Plan shall be required of the applicant upon submittal of a subdivision application for development of the site at which stage all landscape requirements of the Zoning Ordinance will be met. This determination is also based on review of the NYSDEC Environmental Resource Mapper, which shows the site does not contain any significant natural communities, or habitat for rare, threatened or endangered plants or animal species[1].

3. The project is not expected to create any material conflict with the Town of Amherst Bicentennial Comprehensive Plan. The project will comply with all regulations of the Town Zoning Ordinance before the final subdivision plat is approved. The Town Building Department on August 26, 2021 reviewed the application and EAF submitted on August 16, 2021, and has no objection or comments on the proposed rezoning. As described in the Bicentennial Comprehensive Plan, the new development is generally consistent with section 3.3.1 of the Bicentennial Comprehensive Plan for Residential Uses, and in character with the surrounding single-family residential areas.

4. The project is not within an area identified by the State as potentially containing significant cultural or archeological resources, nor will it impair the character or quality of important historical resources.

[1] https://gisservices.dec.ny.gov/gis/erm/, last accessed January 14, 2022

Attachment: Z-2020-15_draft Neg Dec_052224 (RES-2024-467 : SEQR Determination - 1789 Dodge Road)

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character because the proximate land uses within an approximately ¼ mile radius are also single-family detached homes located in the S-A District, R-3 District and CR-3A District; therefore, the project is compatible with surrounding land use.

6. The proposed rezoning to Residential District Three (R-3) for a proposed 16-lot residential subdivision will result in an increase in the use and type of energy. However, the required utilities will be in place to adequately handle the anticipated increase. In addition, development of new single-family dwellings, under either the existing or proposed zoning districts are required to meet the NYS Energy Code for new construction. Therefore, the proposed R-3 rezoning will not cause a significant adverse change in the use of either the quantity or type of energy.

7. A search of NYSDEC data bases (Spill Incidents Database, Remedial Site Database, Bulk Storage Database) did not result in evidence of any known contamination concerns, the rezoning to Residential District Three (R-3) for the proposed 16-lot residential subdivision will not create any hazard to human health.

8. The rezoning from S-A to Residential District Three (R-3) will increase the intensity of use from one single-family dwelling to a total of 15 dwellings. The proposed residential subdivision will be consistent with the scale of surrounding land uses and approximately 1.5 acres of the 6.7-acre site will remain as permanent open space. In addition, there will be no change to existing agricultural, public-open space or recreational resources, as the current land use is not agricultural, or publically-owned open space, or publically-owned recreation resources.

9. The rezoning to Residential District Three (R-3) for the proposed 16-lot residential subdivision will increase the number of people using the site over its previous level of use. However, based on inter-departmental reviews, the existing water, sewer, storm water and street infrastructure have or will have sufficient capacity to serve the proposed 15 single-family dwellings to adequately handle the anticipated increase without significant adverse impact to those existing systems.

10. The rezoning of the subject site will allow for the construction of approximately 15 single-family dwellings, contrasted with 4-6 single-family dwellings that could be allowed under the current S-A zoning designation.

Attachment: Z-2020-15_draft Neg Dec_052224 (RES-2024-467 : SEQR Determination - 1789 Dodge Road)

Dodge Road is a County collector roadway as stated in the Town's Bicentennial Comprehensive Plan. The Town Traffic Safety Board on September 7, 2021 reviewed the application and EAF submitted on August 16, 2021, and concluded that significant negative traffic impacts are not expected to result from the proposed project.

11. Coordinated reviews of the project have been undertaken by Town Departments including Building on August 26, 2021, Engineering on August 24, 2021, Highway on May 11, 2021, Traffic/Safety Board on September 7, 2021, Assessor on August 19, 2021, Fire Chiefs' Council on September 10, 2021, and Right-of-Way Agent on August 19, 2021 along with outside agencies including Erie County Department of Environment & Planning on September 23, 2021. These reviews have not identified any significant environmental issues and indicate that the proposal will not have a significant damaging impact on the environment.

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

_____ _____
Signature & title of preparer date

_____ _____
Brian J. Kulpa, Supervisor date

GP/ac
X:\Current_Planning\Files\Rezonings\2020\Z-2020-15_(1789_Dodge_Rd)_2020\Z-2020-15_draft Neg Dec_052224.docx
cc: Amherst Town Clerk
Amherst Building Department
ECDEP
NYSDEC
NYSDOT (if on state hwy.)
Sean Hopkins, Esq., Hopkins Sorgi & McCarthy, 5500 Main St., Ste. 343, Williamsville, NY 14221
Joe Rubino, Hopkins Sorgi & McCarthy, PLLC, 5500 Main St., Ste. 343, Williamsville, NY 14221
Christopher Wood, P.E., Carmina Wood Morris, DPC, 487 Main St., Suite 600, Buffalo, NY 14202
Robert C. Walter, 2765 Dodge Rd., E. Amherst, NY 14051

Attachment: Z-2020-15_draft Neg Dec_052224 (RES-2024-467 : SEQR Determination - 1789 Dodge Road)

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 29055 **RESOLUTION 2024-468** **WITHDRAWN**

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

DRAFT RESOLUTION
May 22, 2024

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, 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 does not concur with the findings of the Planning Board as stated in their resolution of September 23, 2021 that the proposed Single Family Residential District Three (R-3) zoning at 1789 Dodge Road is generally inconsistent with the policies of the adopted Bicentennial Comprehensive Plan, and is not compatible with the present zoning and conforming use of nearby property and with the character of the neighborhood, and be it further

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

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

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

1. That future development of the site shall be limited to single family detached residential uses with a maximum yield of fifteen (15) homes.

2. That any future development of a principal or accessory structure or uses in the 2.7 acres of Permanent Open Space shall be prohibited. The only proposed development of the portion of the Permanent Open Space is limited to required stormwater management system improvements and utility infrastructure.

3. That a protective covenant/conservation easement shall be placed on all proposed open space and confirm total acreage to be under the control of a home owners association.

4. That the final plat design shall include a right-of-way access to a potential future Youngs Road extension.

5. That the landscaping and screening to be provided in the Permanent Open Space along the Dodge Road frontage of the project site shall require the approval of the Planning Board at the Preliminary Plat Application stage of the subdivision review process.

6. Any future Preliminary Plat that shall be submitted to the Planning Board shall consider provisions for future access to the north and south of the subject property.

FINANCIAL IMPACT:

None

RESULT:	**WITHDRAWN**

LOCAL LAW NO. _____-201_

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A LOCAL LAW AMENDING CHAPTER 203 OF THE TOWN OF AMHERST CODE, KNOWN AS THE ZONING ORDINANCE TO REZONE 1789 DODGE ROAD FROM S-A TO R-3 AND TO AMEND THE ZONING MAP ACCORDINGLY.

Be it enacted by the Town Board of the Town of Amherst as follows:

Section 1. Title.

This Local Law shall be referred to as, "A Local Law Amending Chapter 203 of Town of Amherst Code, Known As The Zoning Ordinance, to Rezone 1789 Dodge Road from S-A to R-3 and to Amend The Zoning Map Accordingly".

Section 2. Legislative Findings and Intent.

The Town Board of the Town of Amherst finds that an application to rezone 1789 Dodge Road from S-A to R-3 and to Amend the Zoning Map Accordingly has been filed and is in proper order. The Town Board further finds that the request including the rezoning is consistent with the Comprehensive Plan.

Section 3. Amherst Zoning Map.

The Town Board hereby amends its zoning map which is incorporated by reference in the Town zoning code by amending from S-A to R-3, the zoning of 1789 Dodge Road, **subject to any conditions imposed by the authorizing resolution**; legally described as follows:

All that tract or parcel of land, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No: 52, Township 12, Range 7 of the Holland Land Company's Survey, described as follows:

Beginning at a point in the northerly line of the lands conveyed to Eli J. and Doris A. Bongiovanni recorded in Erie County Clerk's Office in Liber 7853 of Deeds at page 327 distant two hundred eighty and twenty-three hundredths (280.23) feet westerly from the easterly line of Lot 52; thence S 89° 52' 30" W along the northerly line of the said Bongiovanni a distance of eight hundred seven and thirty-five hundredths (807.35) feet to the centerline of Dodge Road; thence S 33° 53' 27" VV along the centerline of Dodge Road a distance of four hundred six and twenty hundredths (406.20) feet to the southwesterly corner of the said Bongiovanni; thence N 89° 30' 52" E along the southerly line of the said Bongiovanni a distance of eight hundred fifty-seven and forty-eight hundredths (857.48) feet, said point being in the approximately centerline of Town

Attachment: Local Law-Draft-Rezoning of 1789 Dodge Road - R-3_052224 (RES-2024-468 : Local Law to Amend the Zoning Map - (1789 Dodge

of Amherst Ditch 26B; thence along the approximate centerline of Ditch 26B.the following courses and distances: 1) N 43° 02' 20" East distance of eighty-three and five tenths (83.5) feet, 2) N 60° 40' 20" East a distance of one hundred twenty-five and seventy-three hundredths (125.73) feet, N 02° 43' 40" East a distance of two hundred five and eighty hundredths (205.80) feet to the point of beginning.

Section 4. Validity.

This Local Law is adopted under the authority granted to the Town Board of the Town of Amherst pursuant to §§10(1)(ii)(a)(12), 20 and 27 of the Municipal Home Rule Law and §265 of the Town Law of the State of New York.

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

Section 5. Effective Date.

This Local Law shall take effect immediately when it is filed in the Office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and published pursuant to Sections 130 & 133 of the Town Law and Chapter 28 of the Code of the Town of Amherst.

Francina J. Spoth
Town Clerk
Town of Amherst
County of Erie, State of New York

Attachment: Local Law-Draft-Rezoning of 1789 Dodge Road - R-3_052224 (RES-2024-468 : Local Law to Amend the Zoning Map - (1789 Dodge

EXHIBIT 3 OF REZONING APPLICATION

LEGAL DESCRIPTION OF PROPERTY TO BE REZONED FROM SUBURBAN AGRICULTURE DISTRICT ("SA") TO RESIDENTIAL DISTRICT THREE ("R-3")

All that tract or parcel of land, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No: 52, Township 12, Range 7 of the Holland Land Company's Survey, described as follows:

Beginning at a point in the northerly line of the lands conveyed to Eli J. and Doris A. Bongiovanni recorded in Erie County Clerk's Office in Liber 7853 of Deeds at page 327 distant two hundred eighty and twenty-three hundredths (280.23) feet westerly from the easterly line of Lot 52; thence S 89° 52' 30" W along the northerly line of the said Bongiovanni a distance of eight hundred seven and thirty-five hundredths (807.35) feet to the centerline of Dodge Road; thence S 33° 53' 27" VV along the centerline of Dodge Road a distance of four hundred six and twenty hundredths (406.20) feet to the southwesterly corner of the said Bongiovanni; thence N 89° 30' 52" E along the southerly line of the said Bongiovanni a distance of eight hundred fifty-seven and forty-eight hundredths (857.48) feet, said point being in the approximately centerline of Town of Amherst Ditch 26B; thence along the approximate centerline of Ditch 26B.the following courses and distances: 1) N 43° 02' 20" East distance of eighty-three and five tenths (83.5) feet, 2) N 60° 40' 20" East a distance of one hundred twenty-five and seventy-three hundredths (125.73) feet, N 02° 43' 40" East a distance of two hundred five and eighty hundredths (205.80) feet to the point of beginning.

Attachment: legal description (RES-2024-468 : Local Law to Amend the Zoning Map - (1789 Dodge Road, Z-2020-15))

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 29042 **RESOLUTION 2024-469** **ADOPTED**

Consent to Formation of Regency Commons Water Works Corp. - 166 Klein Road

AGENDA ITEM : MAY 28TH, 2024

TO: **Town Board**

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

DATE: **May 22, 2024**

RE: **Consent To Formation of Regency Commons Water Works Corp. (To Be Known As Birch Creek Run Sewer Works Corporation)**

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

WHEREAS, Brad F. Randaccio, 50 Fountain Plaza, Suite 1700, Buffalo, New York 14202, is forming a water-works corporation to be named Regency Commons Water Works Corp., under Article 10-Section 40 of the New York Transportation Corporations Law; and

WHEREAS, the purpose of this corporation is to engage in any lawful act or activity relating to water service for eighteen (18) homes to be located at 166 Klein Road, for which a water-works corporation may be organized under New York State Transportation Corporations Law; and

WHEREAS, as a condition for the formation of the corporation, the controlling municipality needs to give its consent; and

WHEREAS, the Town Board of the Town of Amherst deems it is in the best interest of the Town to approve the formation of the Regency Commons Water Works Corp.;

NOW, THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the Consent to Formation letter approving the formation of a water-works corporation to be known as the Birch Creek Run Sewer Works Corporation, by Brad F. Randaccio, to engage in lawful acts of activities relating to service for eighteen (18) homes to be located at 166 Klein Road, which are allowed under Article 10-Section 40 of the New York Transportation Corporations Law.

MAP:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item - May 28, 2024**)
Sean Hopkins, Esq.
Dan Howard, Director of Planning
Jeffrey S. Burroughs, PE, Town Engineer

Vaishali Reberholt, PE, Assistant Town Engineer

5/28/2024
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 29032 **RESOLUTION 2024-470** **ADOPTED**

Settlement of Article 7 Matter - 570 DAB 38, LLC V. Town of Amherst

AGENDA ITEM : MAY 28TH, 2024

TO: **Town Board**

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

DATE: **May 22, 2024**

RE: **Settlement of Article 7 Matter**
570 DAB 38, LLC v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : May 28, 2024**)
Emily Murphy, Town Assessor

5/28/2024
Consent

FINANCIAL IMPACT:

Assessment

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

At an IAS Term of the Supreme Court of the State of New York, held for the County of Erie, Buffalo, New York on the __ day of _____, 2024.

PRESENT: HON. SHEILA DITULLIO

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

IN THE MATTER OF THE APPLICATION FOR REVIEW UNDER ARTICLE 7 OF THE REAL PROPERTY TAX LAW OF A TAX ASSESSMENT BY 570 DAB 38, LLC

CONSENT ORDER AND JUDGMENT

Petitioner,

-vs.-

Index No.: 809103/2023

THE BOARD OF ASSESSMENT REVIEW FOR THE TOWN OF AMHERST; THE ASSESSOR OF THE TOWN OF AMHERST; and THE TOWN OF AMHERST, NEW YORK

Respondents.

For Review of the Assessment of Certain Real Property known as 8520 Transit Road in the said Town of Amherst for the 2023-24 Tax Year.

WHEREAS Petitioner has heretofore commenced the within proceedings under Article 7 of the Real Property Tax Law to review the assessment of a certain parcel of real property located at and known as 8520 Transit Road (SBL #57.09-1-45.1) in the Town of Amherst, County of Erie and State of New York for the tax year 2023-24, and

WHEREAS this proceeding has duly come before an IAS Term of this Court, and Kavinoky Cook LLP, Scott C. Becker, Esq., of counsel, having appeared for the Petitioner, Samuel A. Alba, Esq., Town of Amherst Counsel, having appeared for the Respondent Town of Amherst and

Attachment: 570 DAB 38 v AMHERST (RES-2024-470 : Settlement of Article 7 Matter - 570 DAB 38, LLC V. Town of Amherst)

Hodgson Russ LLP, Michael B. Risman, Esq., of counsel, having appeared for the Intervenor-Respondent Williamsville Central School District, and the parties having agreed to a settlement of this proceeding, it is hereby

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #57.09-1-45.1 on the tax assessment roll of the Town of Amherst for the following tax year, has been and shall remain as follows:

Assessment Year	Assessment
2023-24	$460,000

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #57.09-1-45.1 on the tax assessment roll of the Town of Amherst for the following tax years, shall be as follows:

Assessment Year	Assessment
2024-25	The assessment for the 2024-25 tax year will be based on a FMV of $615,000
2025-26	The assessment for the 2025-26 tax year will be based on a FMV of $615,000
2026-27	The assessment for the 2026-27 tax year will be based on a FMV of $615,000

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessments as reduced, corrected and adjusted herein are fair, equitable and proper for the purposed of this settlement, and it is further

STIPULATED, ORDERED and ADJUDGED, that the officer or officers having custody of the aforesaid assessment rolls and the tax rolls of the Town of Amherst shall make or cause to be made upon the proper books and records of said Town the entries, changes and corrections necessary to conform said assessments to such corrected and reduced valuations that the appropriate financial

Attachment: 570 DAB 38 v AMHERST (RES-2024-470 : Settlement of Article 7 Matter - 570 DAB 38, LLC V. Town of Amherst)

officers are hereby directed and authorized to calculate and disburse any resulting refunds of taxes, and it is further

STIPULATED, ORDERED and ADJUDGED, that the provisions of Real Property Tax Law Sections 727 (2)(a) and 727 (2)(b) shall not apply to the terms of this settlement. All other provisions of Real Property Tax Law Section 727 shall apply to the terms of this settlement, and it is further

STIPULATED, ORDERED and ADJUDGED, that Petitioner shall have the right to seek specific enforcement of this Consent Order and Judgment by whatever means provided by law, and it is further

STIPULATED, ORDERED and ADJUDGED, that this Consent Order and Judgment hereby constitutes and represents the entire understanding and agreement among the parties and the full settlement of the assessment review proceeding herein, that there are no costs or disbursements awarded to, by, or against any party and that upon compliance with the terms of this Consent Order and Judgment, the above proceeding shall be, and the same hereby is, settled and discontinued with prejudice, and it is further

STIPULATED, ORDERED and ADJUDGED, that this Consent Order and Judgment may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Signing and entry of the within Order and
Judgment is hereby consented to:

KAVINOKY COOK LLP

Dated: _____

By: _____
Scott C. Becker, Esq.
Attorneys for Petitioner
726 Exchange Street, Suite 800
Buffalo, New York 14210

Attachment: 570 DAB 38 v AMHERST (RES-2024-470 : Settlement of Article 7 Matter - 570 DAB 38, LLC V. Town of Amherst)

TOWN OF AMHERST

Dated:_____ By: _____

Samuel A. Alba, Esq.
Senior Deputy Attorney
Attorney for Respondent, Town of Amherst
5583 Main Street
Williamsville, New York 14221

HODGSON RUSS LLP

Dated:_____ By: _____

Michael B. Risman, Esq.
Attorneys for Intervenor-Respondent, Williamsville Central School District
140 Pearl Street, Suite 100
Buffalo, New York 14202-4040

SO ORDERED:

_____
HON. SHEILA DITULLIO

ENTER:

0000052/0037428/630014

Attachment: 570 DAB 38 v AMHERST (RES-2024-470 : Settlement of Article 7 Matter - 570 DAB 38, LLC V. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 29037 **RESOLUTION 2024-471** **ADOPTED**

Settlement of Article 7 Matter - Benderson, LLC V. Town of Amherst

AGENDA ITEM : MAY 28TH, 2024

TO: **Town Board**

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

DATE: **May 22, 2024**

RE: **Settlement of Article 7 Matter**
Benderson, LLC v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : May 28, 2024**)
Emily Murphy, Town Assessor

5/28/2024
Consent

FINANCIAL IMPACT:

Assessment

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

At an IAS Term of the Supreme Court of the State of New York, held for the County of Erie, Buffalo, New York on the __ day of _____, 2024.

PRESENT: HON. GERALD J. GREENAN

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

IN THE MATTER OF THE APPLICATION FOR REVIEW UNDER ARTICLE 7 OF THE REAL PROPERTY TAX LAW OF A TAX ASSESSMENT BY BENDERSON, LLC

CONSENT ORDER AND JUDGMENT

Petitioner,

-vs.-

Index No.: 809097/2023

THE BOARD OF ASSESSMENT REVIEW FOR THE TOWN OF AMHERST; THE ASSESSOR OF THE TOWN OF AMHERST; and THE TOWN OF AMHERST, NEW YORK

Respondents.

For Review of the Assessment of Certain Real Property known as 8050-8090 Transit in the said Town of Amherst for the 2023-24 Tax Year.

WHEREAS Petitioner has heretofore commenced the within proceedings under Article 7 of the Real Property Tax Law to review the assessment of a certain parcel of real property located at and known as 8050-8090 Transit (SBL #57.03-1-4.11) in the Town of Amherst, County of Erie and State of New York for the tax year 2023-24, and

WHEREAS this proceeding has duly come before an IAS Term of this Court, and Kavinoky Cook LLP, Scott C. Becker, Esq., of counsel, having appeared for the Petitioner, Samuel A. Alba, Esq., Town of Amherst Counsel, having appeared for the Respondent Town of Amherst, Hodgson

Attachment: Benderson LLC V Amherst (RES-2024-471 : Settlement of Article 7 Matter - Benderson, LLC V. Town of Amherst)

Russ LLP, Michael B. Risman, Esq., of counsel, having appeared for the Intervenor-Respondent Williamsville Central School District and Lippes Mathias LLP, Margaret A. Hurley, Esq., of counsel, having appeared for the Intervenor-Respondents County of Erie, and the parties having agreed to a settlement of this proceeding, it is hereby

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #57.03-1-4.11 on the tax assessment roll of the Town of Amherst for the following tax year, has been and shall remain as follows:

Assessment Year	Assessment
2023-24	$3,300,000

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #57.03-1-4.11 on the tax assessment roll of the Town of Amherst for the following tax years, shall be as follows:

Assessment Year	Assessment
2024-25	The assessment for the 2024-25 tax year will be based on a FMV of $3,750,000
2025-26	The assessment for the 2025-26 tax year will be based on a FMV of $3,750,000
2026-27	The assessment for the 2026-27 tax year will be based on a FMV of $3,750,000

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessments as reduced, corrected and adjusted herein are fair, equitable and proper for the purposed of this settlement, and it is further

STIPULATED, ORDERED and ADJUDGED, that the officer or officers having custody of the aforesaid assessment rolls and the tax rolls of the Town of Amherst shall make or cause to be made upon the proper books and records of said Town the entries, changes and corrections necessary

Attachment: Benderson LLC V Amherst (RES-2024-471 : Settlement of Article 7 Matter - Benderson, LLC V. Town of Amherst)

to conform said assessments to such corrected and reduced valuations that the appropriate financial officers are hereby directed and authorized to calculate and disburse any resulting refunds of taxes, and it is further

STIPULATED, ORDERED and ADJUDGED, that the provisions of Real Property Tax Law Sections 727 (2)(a) and 727 (2)(b) shall not apply to the terms of this settlement. All other provisions of Real Property Tax Law Section 727 shall apply to the terms of this settlement, and it is further

STIPULATED, ORDERED and ADJUDGED, that Petitioner shall have the right to seek specific enforcement of this Consent Order and Judgment by whatever means provided by law, and it is further

STIPULATED, ORDERED and ADJUDGED, that this Consent Order and Judgment hereby constitutes and represents the entire understanding and agreement among the parties and the full settlement of the assessment review proceeding herein, that there are no costs or disbursements awarded to, by, or against any party and that upon compliance with the terms of this Consent Order and Judgment, the above proceeding shall be, and the same hereby is, settled and discontinued with prejudice, and it is further

STIPULATED, ORDERED and ADJUDGED, that this Consent Order and Judgment may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Signing and entry of the within Order and
Judgment is hereby consented to:

KAVINOKY COOK LLP

Dated: _____

By: _____
Scott C. Becker, Esq.
Attorneys for Petitioner
726 Exchange Street, Suite 800
Buffalo, New York 14210

Attachment: Benderson LLC V Amherst (RES-2024-471 : Settlement of Article 7 Matter - Benderson, LLC V. Town of Amherst)

TOWN OF AMHERST

Dated:_____ By: _____

Samuel A. Alba, Esq.
Senior Deputy Attorney
Attorney for Respondent, Town of Amherst
5583 Main Street
Williamsville, New York 14221

HODGSON RUSS LLP

Dated:_____ By: _____

Michael B. Risman, Esq.
Attorneys for Intervenor-Respondent, Williamsville Central School District
140 Pearl Street, Suite 100
Buffalo, New York 14202-4040

LIPPES MATHIAS LLP

Dated: _____ By: _____

Margaret A. Hurley, Esq.
Attorneys for Intervenor-Respondent, County of Erie
50 Fountain Plaza, Suite 1700
Buffalo, New York 14202

SO ORDERED:

_____
HON. GERALD J. GREENAN

ENTER:

52/37425/630018

Attachment: Benderson LLC V Amherst (RES-2024-471 : Settlement of Article 7 Matter - Benderson, LLC V. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 29046 **RESOLUTION 2024-472** **ADOPTED**

Settlement of Article 7 Matter - Sheridev, LLC V. Town of Amherst

AGENDA ITEM : MAY 28TH, 2024

TO: **Town Board**

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

DATE: **May 21, 2024**

RE: **Settlement of Article 7 Matter**
Sheridev, LLC v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : May 28th, 2024**)
Emily Murphy, Town Assessor

5/28/2024
Consent

FINANCIAL IMPACT:

Assessment

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

At an IAS Term of the Supreme Court of the State of New York, held for the County of Erie, Buffalo, New York on the __ day of _____, 2024.

PRESENT: HON. EMILIO COLAIACOVO

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

IN THE MATTER OF THE APPLICATION FOR REVIEW UNDER ARTICLE 7 OF THE REAL PROPERTY TAX LAW OF A TAX ASSESSMENT BY SHERIDEV, LLC

CONSENT ORDER AND JUDGMENT

Petitioner,

Index No.: 809073/2023

-vs.-

THE BOARD OF ASSESSMENT REVIEW FOR THE TOWN OF AMHERST; THE ASSESSOR OF THE TOWN OF AMHERST; and THE TOWN OF AMHERST, NEW YORK

Respondents.

For Review of the Assessment of Certain Real Property known as 428-480 Evans Street in the said Town of Amherst for the 2023-24 Tax Year.

WHEREAS Petitioner has heretofore commenced the within proceedings under Article 7 of the Real Property Tax Law to review the assessment of a certain parcel of real property located at and known as 428-480 Evans Street (SBL #69.09-4-7.2) in the Town of Amherst, County of Erie and State of New York for the tax year 2023-24, and

WHEREAS this proceeding has duly come before an IAS Term of this Court, and Kavinoky Cook LLP, Scott C. Becker, Esq., of counsel, having appeared for the Petitioner, Samuel A. Alba, Esq., Town of Amherst Counsel, having appeared for the Respondent Town of Amherst, Hodgson

Attachment: SHERIDEV, LLC v AMHERST (RES-2024-472 : Settlement of Article 7 Matter - Sheridev, LLC V. Town of Amherst)

Russ LLP, Michael B. Risman, Esq., of counsel, having appeared for the Intervenor-Respondent Williamsville Central School District and Lippes Mathias LLP, Margaret A. Hurley, Esq., of counsel, having appeared for the Intervenor-Respondents County of Erie, and the parties having agreed to a settlement of this proceeding, it is hereby

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #69.09-4-7.2 on the tax assessment roll of the Town of Amherst for the following tax year, has been and shall remain as follows:

Assessment Year	Assessment
2023-24	$3,230,600

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #69.09-4-7.2 on the tax assessment roll of the Town of Amherst for the following tax years, shall be as follows:

Assessment Year	Assessment
2024-25	The assessment for the 2024-25 tax year will be based on a FMV of $4,250,000
2025-26	The assessment for the 2025-26 tax year will be based on a FMV of $4,250,000
2026-27	The assessment for the 2026-27 tax year will be based on a FMV of $4,250,000

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessments as reduced, corrected and adjusted herein are fair, equitable and proper for the purposed of this settlement, and it is further

STIPULATED, ORDERED and ADJUDGED, that the officer or officers having custody of the aforesaid assessment rolls and the tax rolls of the Town of Amherst shall make or cause to be made upon the proper books and records of said Town the entries, changes and corrections necessary

Attachment: SHERIDEV, LLC v AMHERST (RES-2024-472 : Settlement of Article 7 Matter - Sheridev, LLC V. Town of Amherst)

to conform said assessments to such corrected and reduced valuations that the appropriate financial officers are hereby directed and authorized to calculate and disburse any resulting refunds of taxes, and it is further

STIPULATED, ORDERED and ADJUDGED, that the provisions of Real Property Tax Law Sections 727 (2)(a) and 727 (2)(b) shall not apply to the terms of this settlement. All other provisions of Real Property Tax Law Section 727 shall apply to the terms of this settlement, and it is further

STIPULATED, ORDERED and ADJUDGED, that Petitioner shall have the right to seek specific enforcement of this Consent Order and Judgment by whatever means provided by law, and it is further

STIPULATED, ORDERED and ADJUDGED, that this Consent Order and Judgment hereby constitutes and represents the entire understanding and agreement among the parties and the full settlement of the assessment review proceeding herein, that there are no costs or disbursements awarded to, by, or against any party and that upon compliance with the terms of this Consent Order and Judgment, the above proceeding shall be, and the same hereby is, settled and discontinued with prejudice, and it is further

STIPULATED, ORDERED and ADJUDGED, that this Consent Order and Judgment may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Signing and entry of the within Order and
Judgment is hereby consented to:

KAVINOKY COOK LLP

Dated: _____

By: _____
Scott C. Becker, Esq.
Attorneys for Petitioner
726 Exchange Street, Suite 800
Buffalo, New York 14210

Attachment: SHERIDEV, LLC v AMHERST (RES-2024-472 : Settlement of Article 7 Matter - Sheridev, LLC V. Town of Amherst)

TOWN OF AMHERST

Dated:_____ By: _____

Samuel A. Alba, Esq.
Senior Deputy Attorney
Attorney for Respondent, Town of Amherst
5583 Main Street
Williamsville, New York 14221

HODGSON RUSS LLP

Dated:_____ By: _____

Michael B. Risman, Esq.
Attorneys for Intervenor-Respondent, Williamsville Central School District
140 Pearl Street, Suite 100
Buffalo, New York 14202-4040

LIPPES MATHIAS LLP

Dated: _____ By: _____

Margaret A. Hurley, Esq.
Attorneys for Intervenor-Respondent, County of Erie
50 Fountain Plaza, Suite 1700
Buffalo, New York 14202

SO ORDERED:

_____
HON. EMILIO COLAIACOVO

ENTER:

52/37423/630016

Attachment: SHERIDEV, LLC v AMHERST (RES-2024-472 : Settlement of Article 7 Matter - Sheridev, LLC V. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 29047 **RESOLUTION 2024-473** **ADOPTED**

Settlement of Article 7 Matter - 1401 Niagara Falls Boulevard, LLC V. Town of Amherst

AGENDA ITEM : MAY 28TH, 2024

TO: **Town Board**

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

DATE: **May 21, 2024**

RE: **Settlement of Article 7 Matter**
1401 Niagara Falls Boulevard, LLC v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : May 28th, 2024**)
Emily Murphy, Town Assessor

5/28/2024
Consent

FINANCIAL IMPACT:

Assessment

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

At an IAS Term of the Supreme Court of the State of New York, held for the County of Erie, Buffalo, New York on the ___ day of _____, 2024.

PRESENT: HON. SHEILA DITULLIO

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

IN THE MATTER OF THE APPLICATION FOR REVIEW UNDER ARTICLE 7 OF THE REAL PROPERTY TAX LAW OF A TAX ASSESSMENT BY 1401 NFB, LLC

Petitioner,

-vs.-

THE BOARD OF ASSESSMENT REVIEW FOR THE TOWN OF AMHERST; THE ASSESSOR OF THE TOWN OF AMHERST; and THE TOWN OF AMHERST, NEW YORK

Respondents.

For Review of the Assessment of Certain Real Property known as 1401 Niagara Falls Boulevard in the said Town of Amherst for the 2023-24 Tax Year.

CONSENT ORDER AND JUDGMENT

Index No.: 809111/2023

WHEREAS Petitioner has heretofore commenced the within proceedings under Article 7 of the Real Property Tax Law to review the assessment of a certain parcel of real property located at and known as 1401 Niagara Falls Boulevard (SBL #54.14-2-1) in the Town of Amherst, County of Erie and State of New York for the tax year 2023-24, and

WHEREAS this proceeding has duly come before an IAS Term of this Court, and Kavinoky Cook LLP, Scott C. Becker, Esq., of counsel, having appeared for the Petitioner, Samuel A. Alba, Esq., Town of Amherst Counsel, having appeared for the Respondent Town of Amherst and Gross Shuman, P.C., John K. Rottaris, Esq., of counsel, having appeared for the Intervenor-Respondent

Attachment: 1401 Niagara Falls Boulevard v Amherst (RES-2024-473 : Settlement of Article 7 Matter - 1401 Niagara Falls Boulevard, LLC V.

Sweet Home Central School District of Amherst and Tonawanda, and the parties having agreed to a settlement of this proceeding, it is hereby

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #54.14-2-1 on the tax assessment roll of the Town of Amherst for the following tax year, has been and shall remain as follows:

Assessment Year	Assessment
2023-24	$440,000

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #54.14-2-1 on the tax assessment roll of the Town of Amherst for the following tax years, shall be as follows:

Assessment Year	Assessment
2024-25	The assessment for the 2024-25 tax year will be based on a FMV of $700,000
2025-26	The assessment for the 2025-26 tax year will be based on a FMV of $700,000
2026-27	The assessment for the 2026-27 tax year will be based on a FMV of $700,000

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessments as reduced, corrected and adjusted herein are fair, equitable and proper for the purposed of this settlement, and it is further

STIPULATED, ORDERED and ADJUDGED, that the officer or officers having custody of the aforesaid assessment rolls and the tax rolls of the Town of Amherst shall make or cause to be made upon the proper books and records of said Town the entries, changes and corrections necessary to conform said assessments to such corrected and reduced valuations that the appropriate financial

Attachment: 1401 Niagara Falls Boulevard v Amherst (RES-2024-473 : Settlement of Article 7 Matter - 1401 Niagara Falls Boulevard, LLC V.

officers are hereby directed and authorized to calculate and disburse any resulting refunds of taxes, and it is further

STIPULATED, ORDERED and ADJUDGED, that the parties stipulate that the provisions of Real Property Tax Law Sections 727 (2)(a) and 727 (2)(b) shall not apply to the terms of this settlement. All other provisions of Real Property Tax Law Section 727 shall apply to the terms of this settlement, and it is further

STIPULATED, ORDERED and ADJUDGED, that Petitioner shall have the right to seek specific enforcement of this Consent Order and Judgment by whatever means provided by law, and it is further

STIPULATED, ORDERED and ADJUDGED, that this Consent Order and Judgment hereby constitutes and represents the entire understanding and agreement among the parties and the full settlement of the assessment review proceeding herein, that there are no costs or disbursements awarded to, by, or against any party and that upon compliance with the terms of this Consent Order and Judgment, the above proceeding shall be, and the same hereby is, settled and discontinued with prejudice, and it is further

STIPULATED, ORDERED and ADJUDGED, that this Consent Order and Judgment may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Signing and entry of the within Order and
Judgment is hereby consented to:

KAVINOKY COOK LLP

Dated: _____

By: _____
Scott C. Becker, Esq.
Attorneys for Petitioner
726 Exchange Street, Suite 800
Buffalo, New York 14210

Attachment: 1401 Niagara Falls Boulevard v Amherst (RES-2024-473 : Settlement of Article 7 Matter - 1401 Niagara Falls Boulevard, LLC V.

TOWN OF AMHERST

Dated:_____ By: _____

Samuel A. Alba, Esq.
Senior Deputy Attorney
Attorney for Respondent, Town of Amherst
5583 Main Street
Williamsville, New York 14221

GROSS SHUMAN, P.C.

Dated:_____ By: _____

John K. Rottaris, Esq.
Attorneys for Intervenor-Respondent, Sweet Home Central School District of Amherst and Tonawanda
465 Main Street, Suite 600
Buffalo, New York 14203

SO ORDERED:

_____
HON. SHEILA DITULLIO

ENTER:

0000052/0037432/630019

Attachment: 1401 Niagara Falls Boulevard v Amherst (RES-2024-473 : Settlement of Article 7 Matter - 1401 Niagara Falls Boulevard, LLC V.

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29014 **RESOLUTION 2024-474** **ADOPTED**

Standard Work Day and Reporting Resolution

BE IT RESOLVED, that the Town of Amherst, location code 30045, hereby establishes the following standard work days for these titles and will report the officials to the New York State and Local Retirement System based on time keeping system records or their record of activities submitted by these officials to the Town Clerk.

See attached.

5/28/2024
Consent

FINANCIAL IMPACT:

None

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

13.B.1.a

Attachment: DOC051624-051620241243O1 (RES-2024-474 : Standard Work Day and Reporting Resolution)

Office
NYSLRS
New York State and Local Retirement System
110 State Street, Albany, New York 12244-0001

Please type or print clearly in blue or black ink

Employer Location Code
3 0 0 4 5

Received Date

Standard Work Day and Reporting Resolution for Elected and Appointed Officials

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

RS 2417-A
(Rev. 12/23)

Packet Pg. 140

BE IT RESOLVED, that the Town of Amherst / 30045 hereby established the following standard work days for these titles and will report the officials to the New York State and Local Retirement based on their record of activities:
(Name of Employer) (Location Code)

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
			See Attached				☐		☐
							☐		☐
		See					☐		☐
Appointed Officials:									
			See Attched				☐		☐
							☐		☐
		See					☐		☐

I, Francina J. Spath (Name of Secretary or Clerk), secretary/clerk of the governing board of the Town of Amherst (Circle one) (Name of Employer), of the State of New York,

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the _____ day of _____, 20____ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Amherst (Name of Employer) on this _____ day of _____, 20_____,

_____ (Signature of Secretary or Clerk).

Affidavit of Posting: I, Francina J. Spath (Name of Secretary or Clerk) being duly sworn, deposes and says that the posting of the Resolution began on _____ (Date) and continued for at least 30 days. That the Resolution was available to the public on the:

☒ Employer's website at: www.amherst.ny.us

☐ Official sign board at: _____

☐ Main entrance Secretary or Clerk's office at:

(seal)

 (for additional rows, attach a RS 2417-B form.)

Attachment: DOC051624-051620241243O1 (RES-2024-474 : Standard Work Day and Reporting Resolution)

ffice
NYSLRS
ew York State and Local Retirement System
110 State Street, Albany, New York 12244-0001

Please type or print clearly in blue or black ink

Employer Location Code

3	0	0	4	5

Received Date

Standard Work Day and Reporting Resolution for Elected and Appointed Officials Continuation Form

RS 2417-B

(Rev.04/20)

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Brian J. Kulpa			Supervisor	01/01/22 -12/31/25	7	22.38	☐	Bi-weekly	☐
Jacqualine G. Berger			Councilmember	01/01/22 - 12/31/25	6	26.68	☐	Bi-weekly	☐
							☐		☐
Kara Buscaglia			Town Justice	01/01/22 - 12/31/25	7	22.05	☐	Bi-weekly	☐
Ann M. Nicols			Town Justice	01/01/24 - 12/31/27	7	23.34	☐	Bi-weekly	☐
							☐		☐
Francina J. Spoth			Town Clerk	01/01/24 - 12/31/27	7	26.15	☐	Bi-weekly	☐
							☐		☐
							☐		☐
							☐		☐
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TOWN OF AMHERST
JUSTICE COURT
ERIE COUNTY, NEW YORK
400 JOHN JAMES AUDUBON PKWY. AMHERST, NEW YORK 14228 716 – 689-4200 FAX – 689-424

May 5, 2024

Elected Officials Record of Activities
Submitted: May 5, 2024

By signing below, I attest to the accuracy of the information provided in the attached document(s).

Respectfully,

Ann M Nichols

Ann M. Nichols
Amherst Town Justice

Encs.

MAY 8 2024 PM4:1

Attachment: DOC051624-05162024124301 (RES-2024-474 : Standard Work Day and Reporting Resolution)

January 2024

Sun	Monday	Tuesday	Wednesday	Thursday	Friday	Sat
	1 Holiday	2 Buscaglia 9:00 Violations Office Set up (7) James Dematteo	3 Buscaglia 9:00 Criminal Nichols 9:00 Non-Jury (9) 11:00 DV/Veterans + Swearing in Anthony Domenico	4 Buscaglia 9:00 Criminal 11:00 Non-Jury Nichols 9:00 Criminal (8) Crystal Wentz	5 Office / Arraignments (7) Anthony Domenico	6 Arr (4) AD
7 Arr (4) FP	8 Arraignments/ Office (7) Fred Petersen	9 Buscaglia 12:30 Drug mtg / office (8) James Dematteo	10 Buscaglia 9:00 Criminal Nichols 9:00 Non-Jury (7) Anthony Domenico	11 Buscaglia 9:00 Criminal 11:00 Non-Jury Nichols 9:00 Criminal (7) Crystal Wentz	12 Voelkl 9:00 Criminal Emails/work from home (4) Daniel Whorley	13 Emails (1) DW
14 DW	15 Holiday	16 Buscaglia 9:00 Small Claims 12:30 Drug trainings @ home (5) James Dematteo	17 Buscaglia 9:00 Criminal Nichols 9:00 Non-Jury (7) 11:00 DV/Veterans Anthony Domenico	18 Buscaglia 9:00 Criminal 11:00 Non-Jury Nichols 9:00 Criminal (7) Crystal Wentz	19 Voelkl 9:00 Violations Arraignments Office & Event for Judge Klein (7) Daniel Whorley	20 Arr (4) CW
21 Arr/ Office (6) DW	22 Arraignments/ Emails/ Office (4) Fred Petersen	23 Buscaglia 12:30 Drug Nichols 9:00 Small Claims (7) 11:00 Housing James Dematteo	24 Buscaglia 9:00 Jury Trial Nichols 9:00 Non-Jury (8) Anthony Domenico	25 Buscaglia 9:00 Jury Trial cont. Nichols 9:00 Criminal (7) Crystal Wentz	26 Arraignments/ Office (4) Daniel Whorley	27 Arr (1) CW
28 Arr (4) DW	29 Office / trainings/ Arraignments (9) Fred Petersen	30 Buscaglia 12:30 Drug Nichols 9:00 Violations (1) James Dematteo	31 Buscaglia 9:00 Criminal Nichols 9:00 Non-Jury (7) Anthony Domenico			

2:1 wks

MAY 8 2024 PM4:11

Attachment: DOC051624-05162024124301 (RES-2024-474 : Standard Work Day and Reporting Resolution)

February 2024

Sun	Monday	Tuesday	Wednesday	Thursday	Friday	Sat
				1 Buscaglia 9:30 Criminal/NJT Nichols 9:00 Criminal (7) Crystal Wentz	2 Office (6) Daniel Whorley	3 Fire Instruct Diane? (6) AD
4 DW	5 Emails/office work (4) Fred Petersen	6 Buscaglia 9:00 V&T 12:30 Drug Trainings (2) home/ Emails (6) James Dematteo	7 Buscaglia 9:30 Criminal Nichols 9:00 Non-jury (7) 11:00 Veterans/DV Anthony Domenico	8 Buscaglia 9:30 Criminal/NJT Nichols 9:00 Criminal (7) Crystal Wentz	9 Voelkl 9:00 Criminal Emails/ office work (5) Daniel Whorley	10 Email (1) DW
11 DW	12 Emails/ Office work (4) Fred Petersen	13 Buscaglia 9:30 Small Claims 12:30 Drug Meeting/trainings (2) home (10) James Dematteo	14 Buscaglia 9:30 Criminal Meetings (9) Nichols 9:00 Non-jury Anthony Domenico	15 Nichols 9:00 Criminal (8) Crystal Wentz	16 Voelkl 9:00 Violations Arraignments/ office (7) Daniel Whorley	17 Arr (4) AD
18 Arr (4) DW	19 Holiday Arr/office (4) Fred Petersen	20 Nichols 9:00 Housing (7) 10:00 Small Claims James ~~Dematteo~~	21 Nichols 9:00 Non-jury (7) 11:00 Veterans/DV Anthony Domenico	22 Nichols 9:00 Criminal (7) Crystal Wentz	23 Arraignments (4) Daniel Whorley	24 Arraignments x2 (5) CW
25 Arr (4) DW	26 Arr/office work (6) Fred Petersen	27 Buscaglia 12:30 Drug Nichols 9:00 V&T (7) James Dematteo	28 Buscaglia 9:30 Criminal Nichols 9:00 Non-jury (7) Anthony Domenico	29 Buscaglia 9:30 Criminal/NJT Nichols 9:00 Criminal (7) Crystal Wentz		

31 hrs

Event for assigned counsel

MAY 8 2024 PM4:11

Attachment: DOC051624-05162024124301 (RES-2024-474 : Standard Work Day and Reporting Resolution)

March 2024

Sun	Monday	Tuesday	Wednesday	Thursday	Friday	Sat
					1 office/emails (4) Dan Whorley	2 Email (1) AD
3 DW	4 office work (6) Fred Petersen	5 Buscaglia 9:00 Violations office work/meeting (8) Jim Dematteo	6 Buscaglis 9:00 Criminal Nichols 9:00 Non-jury (7) Anthony Domenico	7 Busacglia 9:30 Criminal Nichols 9:00 Criminal (7) Crystal Wentz	8 Voelkl 9:00 Criminal office work (6) Dan Whorley	9 email (1) DW
10 DW	11 office work (5) Fred Petersen	12 Buscaglia 9:00 Small Claims 12:30 Drug office work (6) Jim Dematteo	13 Buscaglia 9:00 Criminal Nichols 9:00 Non Jury (7) Anthony Domenico	14 Buscaglia 9:30 Criminal Nichols 9:00 Criminal (7) Crystal Wentz	15 Voelkl 9:00 Violation office work (6) Dan Whorley	16 Arr (4) AD
17 Arr (4) DW	18 Arr/office work (7) Fred Petersen	19 Buscaglia 12:30 Drug Nichols 9:00 Small Claims (7) 9:00 Housing Jim Dematteo	20 Buscaglia 9:00 Criminal Nichols 9:00 Non Jury (7) 11:00 Domestic Anthony Domenico	21 Buscaglia 9:30 Criminal Nichols 9:00 Criminal (7) Crystal Wentz	22 Arraignments/office (6) Dan Whorley	23 Arr (4) CW
24 Arr (4) DW	25 Arraignments/office (6) Fred Petersen	26 Nichols 9:00 Violations (7) Jim Dematteo	27 Buscaglia 9:00 Criminal Nichols 9:00 Non Jury (7) Anthony Domenico	28 Nichols 9:00 Criminal (7) Crystal Wentz	29 Arraignments x2 (6) Dan Whorley	30 Arr (4) CW
31 Arr (4) DW						

MAY 8 2024 PM4:12

Attachment: DOC051624-05162024124301 (RES-2024-474 : Standard Work Day and Reporting Resolution)

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29029 **RESOLUTION 2024-475** **ADOPTED**

Amusement License for the Amberleigh

Request by The Amberleigh for a First Class Amusement License to hold outdoor events at 2330 Maple Rd. on June 26, 2024, and July 18, 2024 from 6pm - 7pm.

Supervising Code Enforcement Officer recommends a fee of $5.00 per day.

The following conditions apply:

1. That all fire lanes be clear and maintained at 20.00 feet wide at all times.
2. All temporary power must be code compliant.
3. Bathroom facility must be made available & accessible.
4. On site accessible parking must be maintained.
5. Vehicle impact protection must be provided for the guest area.
6. Fire Department access must be maintained at all times in the event of an emergency.
7. Events with 1,000 guests or more will be require "Crowd Managers "that are in compliance with Chapter 4 of the 2020 FCNYS.
8. The applicant must abide by Chapter 138 of the Town Of Amherst Code regarding noise.

5/28/2024
Consent

FINANCIAL IMPACT:

Income for Town

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

TOWN OF AMHERST
BUILDING DEPARTMENT

INTER-DEPARTMENTAL CORRESPONDENCE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080
FAX: (716) 631-7192

Mark S. Berke, P.E.
Commissioner of Building

Attachment: The Amberleigh-05212024110621 (RES-2024-475 : Amusement License for the Amberleigh)

Agenda Item

DATE: May 9, 2024
TO: Town Board
FROM: Douglas Gesel, Supervising Code Enforcement Officer
RE: Amusement License for 2330 Maple Rd, Amberleigh

In response to the Amusement License Application dated 6/6/2024 from Elaine Acker

I recommend the approval of his request for First Class outdoor events at the above noted address.

The fee for such an event is set be the Town Board, the fee can be from $5.00 to $50.00 per day, or fraction thereof. With the events being held on June 26, 2024, July 18, 2024 from 6:00 pm-7:00pm
I would recommend a fee of $5.00 per day.

I would recommend that the following conditions be stated:

- That all fire lanes be clear and maintained at 20.00 feet wide at all times.
- All temporary power must be code compliant.
- Bathroom facility must be made available & accessible.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for the guest area.
- Fire Department access must be maintained at all times in the event of an emergency.
- Events with 1,000 guests or more will require "Crowd Managers" that are in compliance with Chapter 4 of the 2020 FCNYS.
- The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

Please contact me if you have any questions regarding this response.

Doug Gesel

Douglas Gesel, Supervising Code Enforcement Officer

cc: Fran Spoth, Town Clerk, Mark Berke P.E. Commissioner of Building, Bryan Parnell Senior Fire Inspector

Parnell, Bryan

From: Brownson, Ashley
Sent: Monday, May 6, 2024 2:31 PM
To: Chamberlin, Scott; Gesel, Doug; Parnell, Bryan
Subject: FW: Amusement License Application: 13

Hello,

Please review the application below and send any written comments back to me as soon as possible so we can place it on the earliest Town Board Agenda. Thank you for your cooperation.

Ashley Brownson
Supervising Tax Clerk
Town of Amherst
716-631-7048

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Monday, May 6, 2024 1:53 PM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Amusement License Application: 13

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.

For best security and privacy of your information, we recommend viewing this entry in the Data Manager

View Entry

Resident / Organization: *:	The Amberleigh
Event Address*:	2330 Maple Road Williamsville, NY 14221
Describe Event*:	We are hosting two outdoor concerts on the circle driveway in front of our building.
List All Dates*:	Wednesday, June 26th and Thursday, July 18th
Start Time*:	06:00 PM
End Time*:	07:00 PM
Please supply a site plan with designated area	Location of outdoor concerts.pdf

Attachment: The Amberleigh-05212024110621 (RES-2024-475 : Amusement License for the Amberleigh)

for the event with your application*:

Name of Organizer*:	Elaine Acker
Address*:	2330 Maple Road Williamsville, NY 14221
Phone*:	716-689-4195
Email*:	eacker@sonidaliving.com
Signature*:	

Attachment: The Amberleigh-05212024110621 (RES-2024-475 : Amusement License for the Amberleigh)

Attachment: The Amberleigh-05212024110621 (RES-2024-475 : Amusement License for the Amberleigh)

Brownson, Ashley

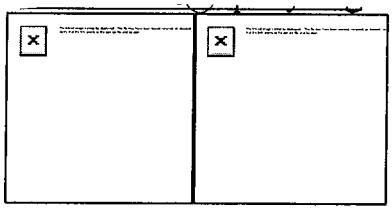
From: Scott Chamberlin
Sent: Monday, May 20, 2024 2:00 PM
To: Brownson, Ashley
Subject: Re: FW: Amusement License Application: 13

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.

Looks good to me.

Regards,

Scott P. Chamberlin
Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, NY 14228
(716) 689-1351



On Mon, May 20, 2024 at 1:05 PM Brownson, Ashley <abrownson@amherst.ny.us> wrote:
Good Afternoon Chief Chamberlin,

Can you please review this amusement license application?

Thank you,

Ashley Brownson
Supervising Tax clerk
Town of Amherst
716-631-7048

From: Brownson, Ashley
Sent: Monday, May 6, 2024 2:31 PM
To: Chamberlin, Scott <[redacted]>; Gesel, Doug <DGesel@amherst.ny.us>; Parnell, Bryan <BPARNELL@amherst.ny.us>
Subject: FW: Amusement License Application: 13

Attachment: The Amberleigh-05212024110621 (RES-2024-475 : Amusement License for the Amberleigh)

Hello,

Please review the application below and send any written comments back to me as soon as possible so we can place it on the earliest Town Board Agenda. Thank you for your cooperation.
Ashley Brownson
Supervising Tax Clerk
Town of Amherst
716-631-7048

From: burst@emailmeform.com<mailto:burst@emailmeform.com>
<burst@emailmeform.com<mailto:burst@emailmeform.com>>
Sent: Monday, May 6, 2024 1:53 PM
To: Brownson, Ashley <abrownson@amherst.ny.us<mailto:abrownson@amherst.ny.us>>
Subject: Amusement License Application: 13

CAUTION: This email originated from outside of the organization.
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For best security and privacy of your information, we recommend viewing this entry in the Data Manager

View Entry<https://us-east-2.protection.sophos.com?d=emailmeform.com&u=aHR0cHM6Ly9hcHAuZW1haWxtZWZvcm0uY29tL2J1aWxkZXIvZm9ybXMvZW50cmllcy9hQjMyVTNlU2Q0P3VlaWQ9MTM=&i=NjE4YmM0NzkwOTc5NDgwZTIzYjMwNmYy&t=cjJKdnNQbkpEWnB0OGVaa3llNkZTNmFoTUxHKzlBekhkR1AzTks4TlpyOD0=&h=7494bb7fc06047eba86cf023485f2783&s=AVNPUEhUT0NFTkNSWVBUSVYEdmerb___7lD3nb4T60Vv3-9893M6h5zz5w98jO8t4mPnXmsjFbgBG2x0ab6Ci-qG_lKIUbf8opV1tXKJQ1W4>

Resident / Organization: *:

The Amberleigh

Event Address*:

2330 Maple Road

Williamsville, NY 14221

Describe Event*:

We are hosting two outdoor concerts on the circle driveway in front of our building.

List All Dates*:

Wednesday, June 26th and Thursday, July 18th

Start Time*:

06:00 PM

End Time*:

Attachment: The Amberleigh-05212024110621 (RES-2024-475 : Amusement License for the Amberleigh)

07:00 PM

Please supply a site plan with designated area for the event with your application*:

Location of outdoor concerts.pdf<https://us-east-2.protection.sophos.com?d=emailmeform.com&u=aHR0cHM6Ly9maWxlcy5lbWFpbG1lZm9ybS5jb20vODc0MDg5L1M0N0NaY0dJL0xvY2F0aW9uJTIwb2YlMjBvdXRkb29yJTIwY29uY2VydHMucGRm&i=NjE4YmM0NzkwOTc5NDgwZTIzYjMwNmYy&t=WG15ZFdodm1tMUZLalRwdzVodmlrb1RVYmViSVZja3BjSTFudGpDUTJ6dz0=&h=7494bb7fc06047eba86cf023485f2783&s=AVNPUEhUT0NFTkNSWVBUSVYEdmerb___7lD3nb4T60Vv3-9893M6h5zz5w98jO8t4mPnXmsjFbgBG2x0ab6Ci-qG_lKIUbf8opV1tXKJQ1W4>

Name of Organizer*:

Elaine Acker

Address*:

2330 Maple Road

Williamsville, NY 14221

Phone*:

716-689-4195

Email*:

eacker@sonidaliving.com<mailto:eacker@sonidaliving.com>

Signature*:

[Image removed by sender.]

Attachment: The Amberleigh-05212024110621 (RES-2024-475 : Amusement License for the Amberleigh)

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29057 **RESOLUTION 2024-476** **ADOPTED**

Amusement License - Hammerl Amusement Inc.

Request by Hammerl Amusements Inc. for a Second Class Amusement License to hold outdoor events at 4224 Sheridan Dr. on May 24, 25, 26, 2024 from 12pm - 9pm.

Supervising Code Enforcement Officer recommends a fee of $50.00 per day.

The following conditions apply:

1. That all fire lanes be kept clear at all times.
2. All temporary power must be code compliant.
3. Fire extinguishers must be at a maximum of 75 feet of separation and have current inspection tags and readily available.
4. Bathroom facility must be made available & accessible.
5. On site accessible parking must be maintained.
6. Vehicle impact protection must be provided for the guest area.
7. Fire Department access must be maintained at all times in the event of an emergency.
8. Events with 1,000 guests or more will be require "Crowd Managers "that are in compliance with Chapter 4 of the 2020 FCNYS. Verification must be submitted prior to event.
9. The applicant must abide by Chapter 138 of the Town Of Amherst Code regarding noise.
10. Tents must be code compliant and tents over 400 sq. ft. require a separate fire prevention permit.

5/28/2024
Consent

FINANCIAL IMPACT:

Income for the town

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

TOWN OF AMHERST

BUILDING DEPARTMENT

INTER-DEPARTMENTAL CORRESPONDENCE

5583 MAIN STREET

WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080

FAX: (716) 631-7192

Mark S. Berke, P.E.
Commissioner of Building

Agenda Item

DATE: May 22, 2024

TO: Town Board

FROM: Douglas Gesel, Supervising Code Enforcement Officer

RE: Amusement License for 4224 Sheridan Drive Amherst Ny

In response to the Amusement License Application dated May 21, 2024 from Lynn Ritchie of Hammerl Amusements Inc.

I recommend the approval of his request for Second Class outdoor events at the above noted address. The fee for such an event is set be the Town Board, the fee can be from $25 to $100 per day, or fraction thereof per day, or fraction thereof.

With the event being on May 24, 25, 26 2024 from 12:00 pm until 9:00pm in the parking lot of the address noted above, I would recommend a fee of $50.00 per day.

I would recommend that the following conditions be stated:

- That all fire lanes be kept clear at all times.
- All temporary power must be code compliant.
- Fire extinguishers must be at a maximum of 75 feet of separation and have current inspection tags and readily available.
- Bathroom facility must be made available & accessible.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for the guest area.
- Fire Department access must be maintained at all times in the event of an emergency.
- Events with 1,000 guests or more will require "Crowd Managers" that are in compliance with Chapter 4 of the 2020 FCNYS. Verification must be submitted prior to event.
- The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

Please contact me if you have any questions regarding this response.

Doug Gesel

Douglas Gesel, Supervising Code Enforcement Officer
cc: Fran Spoth, Town Clerk, Mark Berke P.E. Commissioner of Building, Bryan Parnell, Senior Fire Inspector

Attachment: Hammerl Amusements Inc-05222024123811 (RES-2024-476 : Amusement License - Hammerl Amusement Inc.)

TOWN OF AMHERST
FIRE SAFETY DIVISION
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

(p) (716) 631-7140
(f) (716) 631-7192
bparnell@amherst.ny.us
amherst.ny.us/firesafety

Memorandum

Date: 5/22/2024

From: Bryan W. Parnell

Sr. Fire Inspector

To: Doug Gesel

Re: 4224 Maple Rd

1. Tents must be code compliant and tents over 400square feet require a separate fire prevention permit.
2. Crowds over 1000 people require certified crowd managers following the Fire Code of NYS
3. Emergency access must be maintained at all times.
4. Fire extinguishers must be at a maximum of 75 feet with current inspection tags and readily visible.
5. Use of temporary power must comply with the NEC.

Attachment: Hammerl Amusements Inc-05222024123811 (RES-2024-476 : Amusement License - Hammerl Amusement Inc.)

Gesel, Doug

From: Brownson, Ashley
Sent: Tuesday, May 21, 2024 12:28 PM
To: Chamberlin, Scott; Gesel, Doug; Parnell, Bryan
Subject: FW: Amusement License Application: 16

Importance: High

Hello,

Please review this application from Lynn Ritchie, Hammerl Amusement Inc., to hold an event at 4224 Maple Rd. The event will be held May 24 -26, 2024.

Please review and send any written comments back to me as soon as possible so we can place it on the earliest Town Board Agenda.

Thank you,

Ashley

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Tuesday, May 21, 2024 12:24 PM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Amusement License Application: 16

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.

For best security and privacy of your information, we recommend viewing this entry in the Data Manager

View Entry

Resident / Organization: *:	HAMMERL AMUSEMENTS INC.
Event Address*:	4224 Maple Rd. Amherst, New York 14226
Describe Event*:	Weekend Carnival at the Plaza
List All Dates*:	May 24-26. 2024
Start Time*:	12:00 PM
End Time*:	09:00 PM

Attachment: Hammerl Amusements Inc-05222024123811 (RES-2024-476 : Amusement License - Hammerl Amusement Inc.)

Please supply a site plan with designated area for the event with your application*:	Maple Ridge Layout.jpg
Name of Organizer*:	HAMMERL AMUSEMENTS INC.
Address*:	P. O. Box 40 Sheridan Drive Williamsville, New York 14231
Phone*:	716-583-4779
Email*:	Lynnritchie1956@gmail.com
Signature*:	

Attachment: Hammerl Amusements Inc-05222024123811 (RES-2024-476 : Amusement License - Hammerl Amusement Inc.)

HAMMERL AMUSEMENTS CARNIVAL

MAPLE RIDGE PLAZA

XX Temperary Barriers

MAPLE ROAD

75'

30'

RIDE

RIDE

RIDE

RIDE

RIDE

RIDE

RIDE

RIDE

GAME

GAME

GAME

GAME

GAME

FOOD

FOOD

FOOD

25'

110'

ENTER

30'

330'

GENERATOR (ON GRASS)

TACO BELL

150'

27'

30'

200'

30'

Attachment: Hammerl Amusements Inc-0522024123811 (RES-2024-476 : Amusement License - Hammerl Amusement Inc.)

Google Maps Amusement license Application #16

Attachment: Hammerl Amusements Inc-0522024123811 (RES-2024-476 : Amusement License - Hammerl Amusement Inc.)

Brownson, Ashley

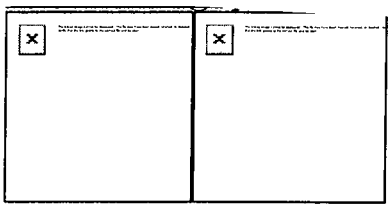
From: Scott Chamberlin <
Sent: Tuesday, May 21, 2024 3:38 PM
To: Brownson, Ashley
Subject: Re: FW: Amusement License Application: 16

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.

No issues with this event.

Regards,

Scott P. Chamberlin
Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, NY 14228
(716) 689-1351



On Tue, May 21, 2024 at 12:28 PM Brownson, Ashley <abrownson@amherst.ny.us> wrote:
Hello,

Please review this application from Lynn Ritchie, Hammerl Amusement Inc., to hold an event at 4224 Maple Rd. The event will be held May 24 -26, 2024.

Please review and send any written comments back to me as soon as possible so we can place it on the earliest Town Board Agenda.

Thank you,

Ashley

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Tuesday, May 21, 2024 12:24 PM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Amusement License Application: 16

CAUTION: This email originated from outside of the organization.

Attachment: Hammerl Amusements Inc-05222024123811 (RES-2024-476 : Amusement License - Hammerl Amusement Inc.)

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For best security and privacy of your information, we recommend viewing this entry in the Data Manager

View Entry<https://us-east-2.protection.sophos.com?d=emailmeform.com&u=aHR0cHM6Ly9hcHAuZW1haWxtZWZvcm0uY29tL2J1aWxkZXIvZm9ybXMvZW50cmllcy9hQjMyVTNlU2Q0P3VlaWQ9MTY=&i=NjE4YmM0NzkwOTc5NDgwZTIzYjMwNmYy&t=d0RRaUppQmRiS1hmRHhqK3BkSWFtamR3dmw1VDFsb3VERWYrM3Y2YnBDUT0=&h=bace2fa6898b490d8a8d72b974b77f26&s=AVNPUEhUT0NFTkNSWVBUSVYEdmerb___7lD3nb4T60Vv3-9893M6h5zz5w98jO8t4mPnXmsjFbgBG2x0ab6Ci-qG_lKIUbf8opV1tXKJQ1W4>

Resident / Organization: *:

HAMMERL AMUSEMENTS INC.

Event Address*:

4224 Maple Rd.

Amherst, New York 14226

Describe Event*:

Weekend Carnival at the Plaza

List All Dates*:

May 24-26. 2024

Start Time*:

12:00 PM

End Time*:

09:00 PM

Please supply a site plan with designated area for the event with your application*:

Maple Ridge Layout.jpg<https://us-east-2.protection.sophos.com?d=emailmeform.com&u=aHR0cHM6Ly9maWxlcy5lbWFpbG1lZm9ybS5jb20vODc0MDg5LzlPbVFnbzJSL01hcGxlJTIwUmlkZ2UlMjBMYXlvdXQuanBn&i=NjE4YmM0NzkwOTc5NDgwZTIzYjMwNmYy&t=b0JmUjBXZ0U3S1UyMkZtWEd5d0NocFBjc2s2U2ZtazdtbjY4ZjFwVFAzOD0=&h=bace2fa6898b490d8a8d72b974b77f26&s=AVNPUEhUT0NFTkNSWVBUSVYEdmerb___7lD3nb4T60Vv3-9893M6h5zz5w98jO8t4mPnXmsjFbgBG2x0ab6Ci-qG_lKIUbf8opV1tXKJQ1W4>

Name of Organizer*:

HAMMERL AMUSEMENTS INC.

Address*:

Attachment: Hammerl Amusements Inc-0522024123811 (RES-2024-476 : Amusement License - Hammerl Amusement Inc.)

P. O. Box 40
Sheridan Drive
Williamsville, New York 14231

Phone*:

716-583-4779

Email*:

Lynnritchie1956@gmail.com

Signature*:

[Image removed by sender.]

Attachment: Hammerl Amusements Inc-05222024123811 (RES-2024-476 : Amusement License - Hammerl Amusement Inc.)

Zoning Board of Appeals
5583 Main Street
Amherst, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 05/14/24 06:30 PM
Department: Zoning Board of Appeals
Initiated by: **Daniel J. Ulatowski**
Co-Sponsored by:

DOC ID: 28960 **ZBA ITEM (ID # 28960)** **APPROVED**

4220 Maple Road - Temporary Use Permit

WHEREAS, **Alex Weiss/Hammerl Amusements, Inc.** have made application for a Temporary Use Permit, under

SECTION: 8-8-5B

of the Zoning Ordinance of the Town Amherst for the property owned by him/her at :

4220 Maple Road within a CTR-5 Zoning District

The petitioner desires to conduct an outdoor carnival with amusement rides on a temporary basis, whereas, the Amherst Zoning Board of Appeals must issue a temporary use permit to allow such activity temporarily.

WHEREAS, a public hearing was held on **May 14, 2024** after proper notice, AND

WHEREAS, this Board previously issued Negative Declaration pursuant to the State Environmental Quality Review Act (SEQRA) for the subject temporary use permit request, AND

WHEREAS, this Board must consider the testimony and evidence submitted by the applicant and the following criteria detailed in section 8-8-6 of the Town of Amherst Zoning Ordinance, AND

WHEREAS, this Board after reviewing the application and supporting materials, conducting a public hearing and after due deliberation and vote of the Board finds that the proposed use:

) **is of a temporary nature and does not involve the erection or enlargement of any permanent structure;**
) **will be generally consistent with the policies of the Comprehensive Plan;**
) **meets the criteria as specified in section 8-8;**
) **will be compatible with the existing uses adjacent to and near the property;**
) **will be in harmony with the general purpose of the Zoning Ordinance;**
) **will not tend to depreciate the value of adjacent property;**
) **will not create a hazard to health, safety or the general welfare;**
) **will not alter the essential character of the neighborhood nor be detrimental to the neighborhood residents; and**
) **will not otherwise be detrimental to the public convenience and**

Attachment: Hammerl Amusements Inc-05222024123811 (RES-2024-476 : Amusement License - Hammerl Amusement Inc.)

welfare, AND

WHEREAS, a record having been made by electronic means and preserved in digital format is available in the Town Clerk's Office;

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby GRANT a Temporary Use Permit for the subject address.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kelly J. Philips, Member
SECONDER:	Erik A. Goergen, Member
AYES:	Bray, Shubert, Philips, Parker, Goergen

Attachment: Hammerl Amusements Inc-05222024123811 (RES-2024-476 : Amusement License - Hammerl Amusement Inc.)

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 29040 **RESOLUTION 2024-477** **ADOPTED**

Sealing and Striping CRS #4840 and CRS #4841

On May 2nd, 2024, bids were received for the above referenced project. After a review of five (5) bids received (bid tabulation attached), we recommend to split award of this contract to **Baughman Magic Seal, Inc,** PO Box 663, Amherst NY 14226, in the amount of **$68,053.00**. As well as **M&M Asphalt Maintenance, LLC,** 7611 E. Eden Rd, Eden NY 14057, in the amount of **$37,295.00**.

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that we are currently without a contract.
We find them to be responsible bidders with a good project understanding and necessary paperwork in good order. The project scope includes sealing, striping, and crack filling town owned parking lots- all as identified in the bid documents.

Funding for this contract shall be from account **KP2114 & KP2214**, and work is expected to be completed this spring to summer season of 2024.

5/28/2024
Consent

FINANCIAL IMPACT:

Funding for this contract shall be from account KP2114 & KP2214, and work is expected to be completed this spring to summer season of 2024

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

0 – Invitation to Bid

Town of Amherst

INVITATION TO BID

Sealing & Striping – Town of Amherst Facilities
TOA Project No. 2024-F003

Bids, as stated below, will be received and publicly opened by the Contract Compliance & Administration Department in accordance with the attached specifications. Fax bids are unacceptable.

FOUR (4) COPIES OF THIS ENTIRE BID DOCUMENT MUST BE COMPLETED (ALL SIGNATURES IN BLUE INK) AND SUBMITTED IN A SINGLE SEALED ENVELOPE TO:

Town of Amherst
Contract Compliance & Administration Dept. (2nd Floor)
5583 Main Street
Williamsville, New York 14221

- **Within each of the Four (4) bids being submitted, EACH page requiring a signature, must be an original signature, and must be signed in BLUE INK.**

Note: Lower left-hand corner of the envelope **MUST** indicate the following:

Project: Sealing & Striping – Town of Amherst Facilities

Due Date/Time: Thursday May 2, 2024 / 12:00PM

Name of Bidder: Baughman Magic Seal, Inc

Following documents are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

1. Notice to Bidders
2. Instructions to Bidders
3. Specifications
4. Agreement
5. Bid Form
6. Bidder's Qualifications
7. Prevailing Wage Certification
8. Non-Collusive Bidding Certification
9. Iran Divestment Act Certification
10. General Terms & Conditions
11. Assignment of Public Contracts
12. Addendum to Contract
13. Technical Specifications
    - 011000 Summary
    - 320100 Operation and Maintenance of Exterior Improvements
14. Sealing & Striping Diagrams (Figure 1)

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

Town of Amherst

NOTICE TO BIDDERS

Bid for Sealing & Striping – Town of Amherst Facilities
Project No. 2024-F003

Sealed bids for the above-mentioned project in the Town of Amherst will be received by the Contracts Compliance & Administration Department in the Municipal Building, Williamsville, New York before **12:00 P.M. local time on Thursday, May 2, 2024**, at which time they will be publicly opened and read aloud in the Council Chambers, Amherst Municipal Building, 5583 Main Street, Williamsville, NY, 14221. **Four (4) copies of each Bid are required to be enclosed** in an opaque sealed envelope plainly marked on the outside with the name of the Bidder, Bidder's address, the name of the Project, and the contract name and project number.

Documents can be obtained by request digitally via email to Mike Bushen - mbushen@amherst.ny.us. Documents will also be available through The Construction Exchange of Buffalo WNY - ConExBuff.com.

All bidders are encouraged to visit each location prior to bidding, as project locations are open to the public. Please refer to **Sealing & Striping Diagrams** located at the end of this document. It is **strongly recommended** that bidders visit each location before submitting a bid.

Requests for information (RFI) shall be made in writing via email to mbushen@amherst.ny.us no later than **April 23rd** at 12:00 PM noon. Responses to RFI's will only be answered via Addendum. All bidders shall register with the town in order to receive Addenda. To register, notify mbushen@amherst.ny.us, including project name, email address, company name, mailing address, and contact phone number. Addenda will officially; be issued directly from the Town therefore bidders shall register with the Town to insure they receive Addenda.

The Town of Amherst reserves the right to extend this bid to other municipalities and qualifying divisions as set forth under NYGML.

Proposals shall be made and received upon the following conditions:

Upon acceptance of his Bid, if the successful bidder fails to enter into a Contract pursuant to the requirements of the Contract Documents, or fails to give the further security prescribed in this Notice, with the same time limited therein then the check/bond deposited as aforesaid and the monies standing to the credit of the same, shall be forfeited to the Town as liquidated damages, or the payment of the bond enforced for the benefit of the Town. The Town of Amherst reserves the right to waive informalities in or to reject any and all bids.

By the Order of the Town Board of
Amherst, Erie County, New York

Date: April 17, 2024

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

Town of Amherst
INSTRUCTIONS TO BIDDERS

1. **Bid shall be submitted on these Town of Amherst bid forms** or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. **FOUR (4) COPIES OF THIS ENTIRE BID DOCUMENT MUST BE COMPLETED AND SUBMITTED.**

2. **Late Proposals**. Any responses received after the date and time prescribed will not be considered for contract award.

3. **Emergency Closings**. In the event the closing of certain Town facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Town's control, only bids received in the Contract Compliance & Administration Department prior to the date and time or postmarked as of the date prescribed will be considered for contract award.

4. **Any change in wording or interlineations by a bidder of the inquiry** as published by the Town of Amherst shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.

5. **The Town of Amherst reserves the right to reject any and all bids**, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The Town does not obligate itself to accept the lowest or any other proposal.

6. **Award to the lowest responsible bidder**. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Contract Compliance & Administration Department, to present information and documentation to the Contract Compliance & Administration Department, to satisfy the Town that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.

7. **Contract(s) or purchase order(s) will be awarded** after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.

8. **This EXECUTORY CLAUSE** shall be a part of any agreement entered into pursuant to this bid:

   It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the Town of Amherst and appropriated therefore, and no liability on account thereof shall be incurred by the Town beyond the monies available and appropriated for the purpose thereof.

9. **Failure to meet project schedule** as per accepted bid may result in legal action by the Town of Amherst to recover damages.

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

10. **Prices shall be quoted F.O.B. Destination**, delivered inside (The dock or inside office). "Tailgate delivery" will not be accepted unless specified by the Town of Amherst.

11. **Collect transportation charges will not be paid by the Town of Amherst.** All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included. There will be no additional charges for delivery.

12. **No taxes are to be billed to the Town of Amherst.** Proposals shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The Town of Amherst Purchase Order is an exemption certificate. Any applicable taxes from which the Town of Amherst is not exempt shall be listed separately as cost elements, and added into the total net price.

13. **The successful respondent shall comply with all laws, rules, regulations and ordinances** of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to its performance under this contract.

14. **Gratuities, Illegal or Improper Schemes.** The Town may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any Town official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The Town may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the Town shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. **Insurance shall be procured by the Successful Bidder before commencing work,** no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in the Agreement Addendum, unless otherwise stipulated in these Bid Specifications. If the insurance is not provided in acceptable form within this period of time, then the Town may declare the vendor non-responsive and award the contract to the next responsible vendor.

16. **Any cash discount** which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. The Town of Amherst policy is to pay all claims in a timely manner within the specified time. The Town will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

17. **Bid offering material other than that of specified manufacturer or trade name** will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character and quality that it would perform and serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications or approved equal.

18. **Any additional information** for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

19. **Workmanship must meet with the approval of the department head(s) involved, and shall be first class** in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed is to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion may be rejected and shall be made good by the contractor at his own expense.

20. **Contractor shall Clean up and remove** all debris and rubbish resulting from the work and leave the premises broom-clean at the end of each work day to the approval of the Town.

21. **THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days** from the date and time of the bid opening. If a contract is not awarded within the **45-day** period, a bidder to whom the bid has not been awarded may withdraw his bid by serving written notice of his intention to do so upon the Town Architect. Upon withdrawal of the bid pursuant to this paragraph, the Town will forthwith return the bidder's security deposit.

22. **Price is Firm**. The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

23. **Extension of price protection.** Any contract entered into pursuant to this bid to supply the Town of Amherst requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful respondent and the Town of Amherst. All extensions shall be submitted in writing and shall have prior approval by the Town of Amherst.

24. **In executing this bid, the bidder affirms** that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the Town will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

25. **The undersigned shall be fully accountable** for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, Town, County or State officer or agency empowered to investigate the contract or his performance.

26. **Termination of contract:**
    a. This agreement may be terminated by either party upon seven (7) days written notice, should the party fail substantially to perform in accordance with its terms, through no fault of the party initiating the termination.
    b. At its option, the Town may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the Town.
    c. In the event of termination for any reason other than the fault of the Contractor, or the non-availability of funds as provided in the above Executory Clause, the

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Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

27. **The successful bidder(s) to whom the bid is awarded shall indemnify and hold harmless** the Town of Amherst and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

28. **Status as an independent contractor:** The successful Bidder to whom the bid is awarded and the Town agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the Town or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder 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 Town of any department, agency or unit thereof.

29. **Governed by New York law:** 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 for any cause of action arising out of this Agreement shall be brought in the County of Erie.

30. "A contract formed by the acceptance of this bid shall be deemed to have been let in a manner that constitutes competitive bidding consistent with state law and made available for use by other governmental entities pursuant to General Municipal Law 103 (16)"

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

SPECIFICATIONS

Sealing & Striping – Town of Amherst Facilities

Please note: Prevailing wages apply to this tax-exempt project

CONTRACT TIME

This contract is anticipated to be awarded on or about **May 13th, 2024**. As such, it is also anticipated that a Notice to Proceed (NTP) will be issued on (or prior to) **May 20, 2024**. **All associated contract work must be completed by November 1, 2024, one hundred sixty-five (165) calendar days, after issuance of NTP; therefore all work must therefore be complete no later than November 1, 2024.**

SCOPE AND DESCRIPTION OF BID ITEMS

The CONTRACTOR shall furnish all equipment, labor and materials to complete the following work items. **Please refer to Sealing & Striping Diagrams (Figure1) for location addresses**:

- Crack Fill, Seal Coating, & Striping at select locations.
- Layout Striping at select locations.
- Crack Fill & Striping at select locations.
- 1 or 2 Seal Striping at select locations.
- Crack Fill at select locations.

Note: Please prioritize drawings marked with an asterisk (*) to ensure they are completed before proceeding with the rest of the project.

CONTRACTOR is responsible for the provision and use of all required safety equipment necessary to facilitate the work.

BID DOCUMENTS AND DRAWINGS

The following bid documents, technical specifications and drawings represent shall represent the contractual obligations of the successfully awarded contractor:

1. Notice to Bidders
2. Instructions to Bidders
3. Specifications
4. Agreement
5. Bid Form
6. Bidder's Qualifications
7. Prevailing Wage Certification
8. Non-Collusive Bidding Certification

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

3a - Specifications

9. Iran Divestment Act Certification
10. General Terms & Conditions
11. Assignment of Public Contracts
12. Addendum to Contract
13. Technical Specifications
    a. 011000 Summary
    b. 320100 Operation and Maintenance of Exterior Improvements
14. Sealing & Striping Diagrams (Figure 1)

BID AWARD

1. Bidders are required to bid on all bid items.
2. Bid award will be made to the lowest responsible bidder or bidders in whole or in part.
3. The Town reserves the right to award a single contract or multiple contracts based on the lowest responsible bid per bid item or combination of bid items that the Town deems to be in its best interest.
4. The Town reserves the right to reject any and all bids, to waive any and all informalities, and the right to disregard all non-conforming, non-responsive or conditional bids.
5. The Town also reserves the right to delete bid items prior to or after award if it is deemed to be in the Town's best interest.
6. The Town reserves the right to reject any Bid not accompanied by specified documentation and bid security. **In order to be considered a responsible bidder, the attached Prevailing Wage, Non-Collusive Bidding and Iran Divestment Act Certificates must all be signed and dated by the bidder and dated prior to submitting the bid.**
7. The Town reserves the right to reject any bid that shows any omissions, alterations of form, additions not called for, conditions or qualifications, or irregularities of any kind.
8. The Town reserves the right to reject any bid that, in its sole discretion, is considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item.
9. The Town reserves the right to reject any bid that, in its sole discretion, is based on alternate materials or equipment or components where the quality and/or performance and/or specifications of those items is deemed to be lesser when compared to the basis of design components.

SUCCESSFUL BIDDER SHALL

1. Provide adequate number of skilled workers who are trained and experienced in the necessary crafts.
2. Secure all necessary work permits.
3. Repair any damage that occurs during construction to existing utilities, paving, curbs or lawn to the owner's satisfaction at no cost to the owner.
4. Visit the work site and take pictures to familiarize himself with the conditions prior to commencing work.

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

AWARDING OF CONTRACT

1. Bidders shall not, at any time, after submission of bids, dispute or complain of the aforesaid schedule or assert that a misunderstanding existed regarding either the amount or character of the work to be performed and shall not make claim for loss of work or profits due to a difference in estimated quantities and actual work performed. The Town of Amherst reserves the right to increase or decrease the amount of work to be performed at its discretion.

2. Successful bidder shall at all times, be cognizant of the fact that he is a representative of the Town of Amherst. In dealing with the public every courtesy must be extended at all times. Employees are expected to act in a businesslike and efficient manner during the performance of their tasks.

3. Accepted industry safety standards shall be maintained at all times. Short cuts, which sacrifice safety procedures, will not be allowed. Barricades and traffic control devices will be provided by the contractor.

4. All work will be prescheduled with a Town of Amherst representative.

5. The contractor shall complete all work on purchase orders issued them within thirty (30) days of date of said purchase order.

6. There will be no night work. Work will be performed only during the hours of 7:00am through 5:00pm unless arrangements are made with building owner before work begins.

PERSONNEL AND EQUIPMENT OPERATORS

Contractor is to have a foreman onsite at all times. The operators must be well trained in the operation of the equipment and must be skilled in the performance of all phases of the work required to be done.

CONDITION OF EQUIPMENT

Equipment utilized by the contractor must be in good operating condition and maintained in such condition while performing the work required under any resultant contract.

WARRANTY

The contractor agrees to guarantee all work, labor, services and materials and equipment for the period of two year(s). Any and all defective workmanship or materials shall be replaced by the contractor at no cost to the Town for a period of two (2) years from the date of invoice for the associated purchase and/or installation.

WORK EXPERIENCE

The successful bidder will have to show evidence that their company has equipment and experience necessary to perform the required work.

COMMENCEMENT AND DURATION OF WORK

Weather permitting; the successful bidder will be required to begin work within fourteen (14) days after receipt of Notice to Proceed from the Town of Amherst. Thereafter, until completion

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

of the job, work shall be continuous unless the designated Town representative determines that operations shall be temporarily suspended. All work will be done Monday through Friday 7am – 5pm unless other arrangements are made prior to work commencing.

BID CONDITIONS

1) Bids must be made upon the blank bid forms provided. **Four (4) copies** of each Bid are required to be enclosed in an opaque sealed envelope plainly marked on the outside with the name of the Bidder, his address, the name of the Project, and the contract name or number.
2) The blank spaces in the proposals must be filled in as noted and no change shall be made in phraseology of the bid or in the item(s) mentioned therein.
3) The bidder must to present evidence of experience, ability, as well as a statement as to employees and machinery.
4) In case of a difference between the stipulated amount of the proposal written in words and the stipulated amount written in figures, the stipulated amount in words shall govern.

EXECUTION OF CONTRACT

The successful bidder will be required to sign the contract and to comply in all respects with the statutory provisions relating to the contract within fifteen (15) days after the approval date by the Amherst Town Board.

DAMAGE

The contractor will be held responsible for all damage incurred to the project site(s) and/or the surrounding areas (public or private) such as, but not limited to: lawn damage, rutting, structural damage to buildings, structures, fences, sidewalks, driveways, etc. The contractor will, in the event of any damage, notify the Town immediately and shall make the necessary repairs by qualified personnel within a reasonable amount of time, or if agreed to by both parties, the Town will have the necessary repairs made and the Contractor will be billed for said repairs. Payments during that corrective work period shall be held until such time as the necessary repairs have been made and approved by the Town.

PAYMENTS

The Contractor shall invoice the Town of Amherst monthly based on completed progress. All certified payrolls must be provided to the Town with each Contractor invoice. Please note that no payments shall be made on invoices that do not include the certified payrolls associated with the work. The Town will pay all complete invoices within thirty (30) days of receipt. **Invoices received more than ninety (90) days after completion of work will not be accepted.** Please note that the Town of Amherst is exempt from the payment of New York State Sale Tax.

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies in or omissions from the specifications, he may submit to the Town Architect a written request for an interpretation or correction thereof. Such request shall be made no later than thirteen (13) days prior to the date of opening bids. The Town Architect shall respond to such request at least five (5) days prior to the date for opening bids by means of an addendum which shall be forwarded to all prospective bidders.

POLITICAL SUBDIVISION EXTENSION

Political subdivisions and districts located wholly or partially within New York State may make material purchases from this bid within the same Terms and Conditions. Pursuant to General Municipal Law 103 (3), procurements through the Town of Amherst by political subdivisions and districts utilizing this bid are exempt from competitive bidding. This extension does not express or imply any guarantee nor does it bind the Town of Amherst contractually to purchases made by political subdivisions, districts or adjoining counties. The Town of Amherst grants the right, with vendor concurrence, to allow any county agency, department, and municipality or other eligible organization authorized under NYS General Municipal Law to participate under the award of this purchase or contract. However, it is understood that the extension of such contracts are entirely at the discretion of the vendor and the vendor is only bound to any contracts between the Town of Amherst and the vendor. This proposal in part or in whole shall become the basis of awarded contract and must meet all applicable standards set forth under NY GML and or local resolutions or updated versions thereof. Extension of contract terms to another entity is strictly between the vendor and participating entities and the Town of Amherst will be held harmless from any such activity. The Town of Amherst reserves the right to be informed of any such activity without obligation, written or implied.

END OF SPECIFICATIONS

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

TEMPORARY FACILITIES AND CONTROLS

Collection and Disposal of Waste: Contractor shall be responsible for removal of waste.

- Contractor will collect waste from their construction areas and elsewhere daily.
  - Comply with requirements of NFPA 241 for removal of combustible waste material and debris. The owner will enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly.
  - The Contractor will provide waste-collection containers in sizes adequate to handle waste from construction operations.
  - Landfill Receipts: When applicable, submit copy of receipts and manifests issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

Site Usage and Protection: Contractor is responsible to protect existing items.

- Contractor shall provide temporary enclosure fencing and barriers, when indicated in phasing or logistic drawings. Contractor shall provide temporary enclosures to protect building from construction areas during construction work.
- Contractor shall be responsible for protecting existing building components and existing site items (such as vegetation and trees)

Other Considerations

Contractor shall be responsible for the following items:

- Secure lockup of its own tools, materials, and equipment.
- Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.
- Temporary Generator if electrical power is not been installed to the site.
- All supplemental extension cords, lighting, tools and tool storage necessary to complete the Work.
- Parking
  - Parking is available on-site for contractor use. Contractor shall follow all applicable parking and vehicular laws, and shall not block accessible parking, accessible routes to/from the building or other site amenities. Contractor shall not drive on or park on vegetated or lawn areas.
- Elevators
  - Use of existing elevators is not applicable to this project.

At Substantial Completion: Contractor shall repair, renovate, and clean permanent facilities related to their contract used during construction period.

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

CUTTING AND PATCHING

DEFINITIONS

Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.

Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:

1. Primary operational systems and equipment.
2. Air or smoke barriers.
3. Fire-suppression systems.
4. Mechanical systems piping and ducts.
5. Control systems.
6. Communication systems.
7. Conveying systems.
8. Electrical wiring systems.

Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

Temporary Support: Provide temporary support of Work to be cut.

Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

General Execution: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

- Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

- In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
- Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
- [Concrete] [Masonry]: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
- Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
- Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
- Proceed with patching after construction operations requiring cutting are complete.

Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

- Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
- Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    - Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - Restore damaged pipe covering to its original condition.

Cleaning: Clean areas and spaces where cutting and patching are performed or where work of this contract has left residue or materials on existing adjacent buildings. Completely remove paint, mortar, oils, putty, and similar materials.

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

4 – Agreement

Town of Amherst
AGREEMENT

This AGREEMENT, made as of the 29 day of April by and between Baughman Magic Seal, Inc. hereinafter referred to as the CONTRACTOR, and the Town of Amherst, a municipal corporation of the State of New York, hereinafter referred to as the Town of Amherst:

WHEREAS, in accordance with public open competitive bidding, sealed proposals were received and publicly opened by the Town of Amherst Contract Compliance & Administration Department on **May 2nd, 2024**; and

WHEREAS, a contract is herewith awarded to the Contractor by the Town of Amherst, in accordance with the provisions therein contained; and

WHEREAS, the Notice to Bidders and Specifications make provisions for entering into a proper and suitable contract in connection therewith;

NOW, therefore, the Contractor does hereby for its heirs, executors, administrators and successors agree with the Town of Amherst that, the Contractor shall for the consideration mentioned, and in the manner set forth in Accepted Invitation to Bid Project No. **2024-F003**, Specifications hereto, furnish the equipment and materials and perform the work and services described in the Accepted Bid for the above sum and upon completion and approval of the work, as per specifications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

OWNER:

TOWN OF AMHERST, NEW YORK

By _____
Town Supervisor

_____
Town Attorney

CONTRACTOR:

Baughman Magic Seal, Inc
PO Box 1663
(Address)
Amherst, NY 14226
Eric Baughman - President
(Title)

(Seal if by Corporation)

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

Sealing & Striping – Town of Amherst Facilities
TOWN PROJECT NO. 2024-F003

BID FORM

Amounts to be shown in both words and numerals. In case of discrepancy, amounts shown in words will govern.

Bidder: Baughman Magic Seal, Inc

Bid to: Town of Amherst – 5583 Main Street, Williamsville, NY 14221

Project ID: Sealing & Striping – Town of Amherst Facilities

Project No: 2024 – F003

Bid From: Name: Eric Baughman

Address: PO Box 6663
Amherst, NY 14226

Phone: 716-836-8880

Fax Number: 716-836-8884

Bidder agrees that the Work will be completed on or before the dates or within the number of days indicated in the Specifications. Bidder accepts the provisions of the Agreement in the event of failure to complete the Work on time.

SEE NEXT PAGE

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

5 - Bid Form

Figure 1	Town of Amherst Facilities	Work	Approx. SqYd (≈)	Total Price $	
Figure 1a	Amherst Town Hall - Front 5583 Main St, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 2,760 SqYd	Three thousand five hundred Dollars and zero Cents	($3500.00)
Figure 1b	Amherst Town Hall - Back 5583 Main St, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 4,115 SqYd	Four thousand nine hundred Dollars and zero Cents	($4900.00)
Figure 1c	Harlem Rd Community Center 4255 Harlem Rd, Amherst, NY 14226	Crack Fill, Seal Coat, & Stripe	≈ 5,746 SqYd	Seven thousand Dollars and zero Cents	($7000.00)
Figure 1d	Clearfield Recreation Center 730 Hopkins Rd, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 7,993 SqYd	Ten thousand five hundred Dollars and zero Cents	($10500.00)
Figure 1e	Eggertsville Library 4622 Main St, Snyder, NY 14226	Crack Fill, Seal Coat, & Stripe	≈ 1,890 SqYd	Two thousand four hundred Dollars and zero Cents	($2400.00)
Figure 1f	30 S. Cayuga - Front 30 S. Cayuga Rd, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 570 SqYd	One thousand Dollars and zero Cents	($1000.00)
Figure 1g	30 S. Cayuga - Back 30 S. Cayuga Rd, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 1,026 SqYd	One thousand three hundred fifty Dollars and zero Cents	($1350.00)
Figure 1h	Audubon Driving Range 500 Maple Rd, Buffalo, NY 14221	Crack Fill & Stripe	≈ 1,559 SqYd	One thousand Dollars and zero Cents	($1000.00)

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

5 - Bid Form

Figure 1	Town of Amherst Facilities	Work	Approx. SqYd (≈)	Total Price $	
Figure 1i	Audubon Golf Course 500 Maple Rd, Buffalo, NY 14221	Stripe	≈ 9,874 SqYd	One thousand five hundred Dollars and Zero Cents	($1500.00)
Figure 1j	Audubon Library 350 John James Audubon Pkwy, Buffalo, NY 14228	Crack Fill, Seal Coat, & Stripe	≈ 5,264 SqYd	Six thousand six hundred fifty Dollars and Zero Cents	($6650.00)
Figure 1k	Amherst Town Court 400 John James Audubon Pkwy, Buffalo, NY 14228	Crack Fill, Seal Coat, & Stripe	≈ 2,165 SqYd	Two thousand Seven hundred fifty Dollars and Zero Cents	($2750.00)
Figure 1l	Bassett Park 359 Klein Rd, Williamsville, NY 14221	Stripe	≈ 3,511 SqYd	Eight hundred fifty Dollars and Zero Cents	($850.00)
Figure 1m	Billy Wilson Park 1290 Hopkins Rd, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 3,051 SqYd	Three thousand Eight hundred fifty Dollars and Zero Cents	($3850.00)
Figure 1n	Clearfield Library 770 Hopkins Rd, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 4,189 SqYd	Five thousand two hundred seventy Dollars and Zero Cents	($5270.00)
Figure 1o	Amherst Highway Department 1042 N. Forest Rd, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 11,657 SqYd	Fourteen thousand six hund eighty five Dollars and Zero Cents	($14,685.00)
Figure 1p	Amherst Highway Department 1042 N. Forest Rd, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 16,505 SqYd	Twenty one thousand Dollars and Zero Cents	($21,000.00)
Figure 1q	North Forest Pool 85 N. Forest Rd, Buffalo, NY 14221	Stripe	≈ 3,476 SqYd	One thousand Dollars and Zero Cents	($1,000.00)

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

5 - Bid Form

Figure 1	Town of Amherst Facilities	Work	Approx. SqYd (≈)	Total Price $	
Figure 1r	North Forest Pool 85 N. Forest Rd, Buffalo, NY 14221	Stripe	≈ 2,497 SqYd	One thousand Dollars and Zero Cents	($ 1000.00)
Figure 1s	Northtown Center 1615 Amherst Manor Dr, Buffalo, NY 14221	See Figure 1r	≈ 14,671 SqYd	Eighteen thousand five hundred Dollars and Zero Cents	($ 18,500.00)
Figure 1t	Paradise Park 750 Paradise Rd, East Amherst, NY 14051	Layout & Stripe	≈ 5,215 SqYd	One thousand three hundred Dollars and Zero Cents	($ 1300.00)
Figure 1u	Amherst Police Department 500 John James Audubon Pkwy, Buffalo, NY 14228	Crack Fill, Seal Coat, & Stripe	≈ 4,891 SqYd	Six thousand one hundred sixty Dollars and Cents	($ 6160.00)
Figure 1v	Amherst Police Department - Bailey Ave 4220 Bailey Ave, Buffalo, NY 14226	Crack Fill & Stripe	≈ 2,868 SqYd	Three thousand six hundred ten Dollars and Cents	($ 3610.00)
Figure 1w	Amherst Senior Center 370 John James Audubon Pkwy, Buffalo, NY 14228	Crack Fill, Seal Coat, & Stripe	≈ 14,941 SqYd	Eighteen thousand eight hundred Dollars and Zero Cents	($ 18,800.00)
Figure 1x	Smith Road 500 Smith Rd, East Amherst, NY 14051	Crack Fill, Seal Coat, & Stripe	≈ 3,050 SqYd	Three thousand eight hundred forty three Dollars and Zero Cents	($ 3843.00)
Figure 1y	Amherst State Park 400 Mill St, Williamsville, NY 14221	Crack Fill & Stripe	≈ 6,450 SqYd	Seven thousand five hundred Dollars and Zero Cents	($ 7500.00)

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

5 - Bid Form

Other	Description	QTY	Total Price $	
Total Price for additional painted lines on any Town owned site	Per Linear Foot	Estimate 500 ft	Five hundred fifty Dollars and Zero Cents	($ 550.00)
Other	**Description**	**QTY**	**Total Price $**	
Total Price for additional mobilization for paitning control lines on any Town owned site	-	Estimate 2	Five hundred Dollars and Zero Cents	($ 500.00)
Other	**Description**	**QTY**	**Total Price $**	
Total Price for one additional painted symbol (letter or accesible) on any Town owned site	-	Estimate 5	Three hundred fifty Dollars and Zero Cents	($ 350.00)

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

5 – Bid Form

Bidder acknowledges receipt of the Addenda listed below and further acknowledges that provisions of each Addendum have been included in the preparation of his bid.

Addendum No.	Date Received
_____	_____
_____	_____
_____	_____

The following documents are attached to and made a condition of this Bid:

1. Prevailing Wage Certification
2. Iran Divestment Act Certification.
3. Non-Collusive Bidding Certificate.

Respectfully submitted on April 30, 2024

If BIDDER is:

An Individual

By _____
(Individual's Signature)

Doing Business as _____

License or Registration Number: _____

Business Address: _____

Phone No.: _____

Email Address: _____

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

A Partnership

By _____
(Firm Name)

_____
(Partner's Signature)

License or Registration Number: _____

Business Address: _____

Phone No.: _____

Email Address: _____

A Corporation

By Baughman Magic Seal, Inc
(Corporation Name)

New York
(State of Incorporation)

By Eric Baughman
(Name of Officer Authorized to Sign)

President
(Title)

Eric Baughman
(Signature)

(CORPORATE SEAL)

Attest _____
(Secretary)

License or Registration Number: _____

Business Address: _____

Phone No.: _____

Email Address: _____

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

A Joint Venture

By _____
(Name)

_____
(Address)

By _____
(Name)

_____
(Address)

Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

End of Bid Form Section

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

BIDDER'S QUALIFICATIONS

FORM FOR INDIVIDUALS, PARTNERSHIPS, OR PERSONS DOING BUSINESS UNDER ASSUMED NAMES

Official Name Baughman Magic Seal, Inc

Official Business Address PO Box 1263, Amherst, NY 14226

For Partnerships and Assumed Names Only:

Has Certificate been filed with County Clerk in which business is carried out?

YES ____ NO ____

Date of Filing Certificate _____

Names and Addresses of Individuals included in Certificates:

_____

_____

_____

_____

_____

To be filled in by individuals, Partnerships and persons doing business under Assumed Names:

Names/Addresses/Phone Nos. of Individuals or Firms for whom similar work has been done:

Name and Location of Work	Responsible Official/Phone	Engineers/ Architects	Date of work	Cost
Available upon request				

List Financial References:

_____

_____

_____

Any additional information which may be of mutual benefit to both CONTRACTOR and Town of Amherst list on separate sheet and attach.

_____

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

CORPORATE FORM

Official Corporate Name Baughman Magic Seal, Inc

Official Business Address PO Box 6063, Amherst, NY 14226

Incorporated Under laws of State of New York

Certificate of Incorporation filed in the Office of the Clerk of the County of Niagara

Date of Incorporation 10-15-2007

Name, address and Official Title of Principal Officers of Corporation and Stockholders with ten percent (10%) or more of stock.

Eric Baughman, 7285 Paddock Ridge Rd. N. Tonawanda, NY 141

Names/addresses/phone nos. of Individuals or Firms for whom similar work has been done:

Name and Location of Work	Responsible Official/Phone	Engineers/ Architects	Date of work	Cost

List Financial References:

Any additional information which may be of mutual benefit to both CONTRACTOR and Town of Amherst list on separate sheet and attach.

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

CERTIFICATE OF EQUIPMENT

I Eric Baughman hereby certify that Baughman Magic Seal, Inc are the owners or lessee of the equipment necessary for the execution of this Contract, and further certify that Baughman Magic Seal, In are fully prepared with the necessary capital, materials, and machinery to conduct this work as herein specified. The equipment available for the execution of this Contract is listed below:

Crafco crackfiller Machine - own
Isuzu truck + sealmaster tank - own
Line lazer paint Machine own

Baughman Magic Seal, In
Name of Bidder

BY Eric Baughman

President
Title

Chrissy Martinell
Witness

END OF SECTION

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

7– Prevailing Wage Certification

Town of Amherst

PREVAILING WAGE CERTIFICATION

In bidding this project as required in the bid documents, we hereby certify the following **by initialing the box and signing below.** Failure to include this completed form signed shall invalidate the bid.

SCHEDULE OF STATE MINIMUM WAGE RATES

A. The labor on this Contract shall be performed in all respects in full accordance with the Labor Law of the State of New York. In accordance with Section 220, Subdivision 3, and Section 220-D, of the Labor Law, the Industrial Commissioner has designated as the minimum hourly rates to be paid to employees on this Work the rates shown on the schedule that can be found at the following link:

https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1566586 **Reference Number: PRC# 2024004067**

B. Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages and supplements to be paid to all laborers, workmen and mechanics employed on public work projects, at the time the work is performed. The amount of supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements.

C. The CONTRACTOR shall make provisions for disability benefits, workmen's compensation, unemployment insurance and social security as required by law.

☒ **By initialing this box, we hereby certify and acknowledge that this bid has been prepared in accordance with the above provisions.**

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 29 day of April, 20 24

FIRM NAME Baughman Magic Seal, Inc FEDERAL ID NO. 352310793

ADDRESS PO Box 1063 Amherst, NY 14226

AUTHORIZED SIGNATURE Eric Baughman

PRINTED NAME OF AUTHORIZED SIGNATURE Eric Baughman

TITLE President TELEPHONE NO. 716-836-8880

EMAIL ADDRESS: baugh@roadrunner.com

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

8 – Non-Collusive Bidding Certification

Town of Amherst

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE
(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT THE FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 29 day of April, 20 24

FIRM NAME Baughman Magic Seal, Inc

ADDRESS PO Box 1662,

Amherst, NY ZIP 14226

AUTHORIZED SIGNATURE Eric L

PRINTED NAME OF AUTHORIZED SIGNATURE Eric Baughman

TITLE President TELEPHONE NO. 716-836-8882

EMAIL ADDRESS: baugh@nadrunner.com

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

9 – Iran Divestment Act

EXHIBIT "I"

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: Baughman Magic Seal, Inc

Signature: [signature]

Print Name: Eric Baughman

Title: President

Date: 4/24/24

Revised 8.2023

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

GENERAL TERMS & CONDITIONS

TOWN OF AMHERST CERTIFICATE OF INSURANCE

Minimum Insurance Standards for Contractors
Engaged in Construction Projects

A. The subscribing insurance company certifies to the **Town of Amherst, 5583 Main Street, Williamsville, NY 14221,** that insurance policies as described below have been issued to the insured named below and are in force at this time:

Description of Work: Sealing & Striping
Town of Amherst Facilities

A. Major Construction and Maintenance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Primary Contact at Broker
Broker Name Address Address Phone Number	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Insured Name Address Address Phone Number	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Insurer Name 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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
X	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
X	Includes XCU						MED EXP (Any one person)	$ 5,000
X	Blanket Contractual Al	X	X	##########	##/##/####	##/##/####	PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
X	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	##########	##/##/####	##/##/####	PROPERTY DAMAGE (Per accident)	$
								$
X	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	##########	##/##/####	##/##/####	AGGREGATE	$ 5,000,000
	DED 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			SUBMIT proof of Workers Compensation and disability as per examples attached			E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Cyber Liability			##########	##/##/####	##/##/####	Per Claim Aggregate	$1,000,000 $1,000,000

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

Town of Amherst is included as an additional Insured. Coverage applies on a Primary and Non-Contributory Basis for all ongoing and completed operations.

CERTIFICATE HOLDER	CANCELLATION
Town of Amherst 5583 Main Street Williamsville, NY 14221	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signed by Broker

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SAMPLE

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

QUALIFICATIONS OF BIDDERS

Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment and shall possess sufficient capital to properly execute the work within the time allowed. As evidenced of their competency to perform the Work, Bidder shall complete and submit with their Bid, the statement of Bidder's qualifications and resources, which is bound in the Project Manual. Low Bidders may be asked to furnish additional data to demonstrate competency. Bids received from Bidders who have previously failed to complete similar work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show that he has the necessary ability, plant and/or equipment to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the time specified. A Bid may be rejected if Bidder is already obligated for the performance of other work that would delay the commencement, prosecution, or completion of the Work defined herein.

CONTRACTOR AND PARTY-IN-INTEREST INSURANCE

The CONTRATOR or Party-in-Interest shall procure and maintain at his own expense, and without expense to the **Town of Amherst**, until final acceptance by the **Town of Amherst** of the work covered by the Contract, and thereafter at such times during the one-year period that the CONTRACTOR or Party-in-Interest shall return to the project site to correct defects or complete any items under the Contract, insurance for liability for damages imposed by law, of the kinds and in the amount hereinafter provided, from insurance companies authorized to do such business in the State of New York, covering all operations under the Contract, whether performed by him or by subcontractors. Before commencing the work, the CONTRACTOR or Party-in-Interest shall furnish to the **Town of Amherst**, a certified copy of the original policy, and such number as the **Town of Amherst** may request of a Certificate or Certificates of Insurance in form satisfactory to the **Town of Amherst** which certificate or certificates shall provide that in the event of cancellation, change or non-renewal of the policies, the company will give thirty (30) days advance written notice to the Town of Amherst at the address listed above.

WORKER'S COMPENSATION INSURANCE

A policy covering the obligations of the Contract in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Worker's Compensation Law covering all operations under the Contract, whether performed by him or his subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing the same shall secure compensation coverage for the benefit of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Worker's Compensation Law. (State Finance Law, Section 142).

DISABILITY BENEFITS

A policy covering the obligations of the CONTRACTOR of Party-in-Interest in accordance with Article 9 of the Workmen's Comp Law.

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

LIABILITY AND PROPERTY DAMAGE INSURANCE

Unless otherwise specifically required by the special specifications, each policy with limits of not less than:

BODILY INJURY – LIABILITY		PROPERTY DAMAGE – LIABILITY	
Each Occurrence	Aggregate	Each Occurrence	Aggregate
$1,000,000	$2,000,000	$1,000,000	$2,000,000

For all damages arising during the policy period, shall be furnished in the types specified, via:

1. CONTRACTOR'S General Liability Insurance issued to and covering the Contractor's and Owner's Liability for damages imposed by law upon the CONTRACTOR, OWNER or Party-in-Interest with respect to all work performed by him under this Contract;
2. CONTRACTOR'S Liability Insurance issued to and covering the Contractor's and Owner's Liability for damages imposed by law upon the CONTRACTOR, OWNER OR Party-in-Interest with respect to all work under this Contract performed for the CONTRACTOR or Party-in-Interest by subcontractors;
3. The CONTRACTOR'S Liability Insurance SHALL explicitly cover the Liability for damages imposed by law upon the **Town of Amherst** with respect to all operations under this Contract by the CONTRACTOR, the Party-in-Interest; or by his subcontractors, including omissions and supervisory acts of the **Town of Amherst** and the Agents and employees of the insured. Such insurance shall name as additional primary insured or insureds on a non-contributory basis the person, persons or corporation specified in the Contract and the **Town of Amherst** and/or agents, inspectors and employees of any municipal body or public utility which may have granted permits in connection with the work;
4. Contractual Liability Insurance issued to and covering the liability imposed by Contract upon the **Town of Amherst** for work performed on private land with respect to all operations under this Contract by the CONTRACTOR, the Party-in-Interest or by his subcontractors.

FIRE INSURANCE AND UMBRELLA COVERAGE

The CONTRACTOR or Party-in-Interest shall effect and maintain insurance against loss by fire, extend coverage perils such as windstorms, etc., vandalism and malicious mischief, upon all work in place, and all materials stored at the building site, whether or not covered by partial payments made by the **Town of Amherst.** This insurance shall be in an amount equal to the full insurance value thereof at all times, and shall be for the benefit of the **Town of Amherst**, the CONTRACTOR, Party-in-Interest, and such subcontractors and materialmen as their interest may respectively appear. The **Town of Amherst** shall be furnished with a certified copy of the policy before the work has started.

CONTRACTOR'S AUTO LIABILITY & PROPERTY DAMAGE INSURANCE

The CONTRACTOR or Party-in-Interest shall procure and shall maintain during the life of this contract, Automobile Bodily Injury Liability Insurance in the amount of not less than $1,000,000 for injuries, including accidental death, in an amount not less than $1,000,000 on account of one accident and Automobile Property Damage Liability Insurance in an amount not less than $1,000,000.

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

INDEMNITY

To the fullest extent permitted by law, the CONTRACTOR or Party-In-Interest shall defend, protect, indemnify and save harmless the **Town of Amherst,** its Architects, Consulting Engineers, agents, servants and employees from any and all damages or claims whatsoever, occasioned or caused to any person, partnership, association or corporation, or occasioned or caused to any property, arising out of or from the negligence, failure to act, or want of care of supervision of the CONTRACTOR, Party-In-Interest and/or the **Town of Amherst**, its Architects, Consulting Engineers, agents, servants and employees and Subcontractors, or anyone directly or indirectly employed by them in the performance or non-performance of this Contract, or from any defective condition of the materials furnished or supplied under this Contract.

The CONTRACTOR or Party-In-Interest will, at his own expense, defend, indemnify, and save harmless, and repair any damage that shall in the course of the Work and construction under this Contract be done or caused to any road, private right-of-way, adjacent, abutting or overhead property, which shall include, but shall not be limited to lands, foundations, walls, buildings (abutting, under and overhead) and structures of all kinds, and shall make good any damage arising from physical injuries to owners, lessees, operators or occupants of any buildings and/or structures.

The liability of the CONTRACTOR or Party-In-Interest is absolute, and is not dependent upon any question of negligence, whether on the part of the CONTRACTOR, the Party-In-Interest, the **Town of Amherst**, or any agent or employee of the **Town of Amherst**.

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

Policy Number: CACU4396P

Date Entered: 05/16/202

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/16/2024

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 David G. Marino JD AGENCY LLC 6137 SOUTH PARK AVE HAMBURG, NY 14075	CONTACT NAME: DAVE MARINO PHONE (A/C, No, Ext): (716) 646-6378 FAX (A/C, No): (716) 648-3441 E-MAIL ADDRESS: dave6466378@gmail.com
INSURED BAUGHMAN MAGIC SEAL INC 44 MEYER ROAD PO BOX 663 AMHERST, NY 14226	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: LIBERTY MUTUAL INSURANCE — 23043 INSURER B: NYSIF GRP 090 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	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ COMPLETED OPS ☒ CONTRACTUAL GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	BKS59850178	6/1/2023	6/1/2025	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X	X	BAS59850178	6/1/2023	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000	X	X	USO5985078	6/1/2023	6/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	B 1391 057-5	6/1/2023	6/1/2025	☒ 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	RENTAL EQUIPT	X	X	BKS59850178	06/01/2023	06/1/2025	$25,000 UP TO 30 DAYS	

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

RE: SERVICE WORK-sealing and striping; ALL JOBS:

ENDSMENTS: AI COMP OPS CG8611 1016; GL AI PER PROJECT EXT CG8870 1208; 30 DAY NOTICE CG8970 0413; AUTO AI WAIVER & PRIM CG8810 0413;

This policy includes an automatic additional insured endorsement that provides additional insured status only when there is a written contract between the named insured and the certificate holder and all other parties that requires such status on a primary and noncontributory basis under the GL.

Waiver of Subrogation applies in favor of Certholder under the GL.

CERTIFICATE HOLDER

TOWN OF AMHERST
5583 MAIN STREET
CONTRACT COMPLIANCE DEPT.
WILLIAMSVILLE, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DAVE MARINO

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Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

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)
DSEC INC DBA BAUGHMAN MAGIC SEAL
44 MEYER ROAD
AMHERST, NY 14226

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number
161333738

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

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"
DBL591539

3c. Policy effective period
01/01/2024 to 12/31/2024

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 5/16/2024 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 Leston Welsh,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: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

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: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^^^^^^ 161333738
JD AGENCY LLC
6137 S PARK AVE
HAMBURG NY 14075

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
DSEC INC TA BAUGHMAN MAGIC SEALER PO BOX 663 AMHERST NY 14226	TOWN OF AMHERST 5583 MAIN STREET CONTRACT COMPLIANCE WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
B1391 057-5	379301	06/01/2023 TO 06/01/2024	5/16/2024

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1391 057-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
ERIC BAUGHMAN
1 OF 1
MAGIC SEAL INC

THIS CERTIFICATE DOES NOT APPLY TO THOSE JOB SITES WHICH ARE COVERED BY OTHER INSURANCE AND ARE SPECIFICALLY EXCLUDED BY ENDORSEMENT.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 30 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FU

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 556332030

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

Town of Amherst

ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an office board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whor any contract shall be let, granted or awarded, as required by law, from assigning, transferring conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or hi power to execute such contract, to any other person or corporation without the previous consent i writing of the officer, board or agency awarding the contract.

2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any office board or agency of a political subdivision, or of any district therein, without the previous written conser specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose c such contract, or his right, title or interest therein, or his power to execute such contract to any othe person or corporation, the officer, board or agency which let, made, granted or awarded such contrac shall revoke and annul such contract, and the political subdivision or district therein, as the case ma be, and such officer, board or agency shall be relieved and discharged from all liability and obligation growing out of such contract to such contractor, and to the person or corporation to which such contrac shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contracto and his assignee, transferee or sublessee shall forfeit and lose all monies, theretofore earned unde such contract, except so much as may be required to pay his employees. The provisions of this sectio shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditor made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific pric approval, in writing, by the Town of Amherst.

(Rev. 1/2009)

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

ADDENDUM TO CONTRACT

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: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

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 Rights Law relating to prohibition against discrimination and equal opportunity.

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

(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.

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

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:

Baughman Magic Seal, Inc
Print Name of Company

By: _____
Signature

Eric Baughman
Printed name

Date: 4/29/24

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

SEALING & STRIPING – TOWN OF AMHERST FACILITIES
TOA PROJECT NO. 2024-F003

SECTION 011000 - SUMMARY

GENERAL

1.1 SUMMARY

A. Section includes:
1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Access to site.
5. Work restrictions.
6. Coordination with occupants
7. Work by Owner.
8. Owner-furnished products.
9. Specification and drawing conventions.

1.2 PROJECT INFORMATION

A. Project Identification: Sealing & Striping – Town of Amherst Facilities.

B. Project Location: Town of Amherst – Varies (See Figure 1).

C. Owner: Town of Amherst
Owner's Representative: **Gregg Bennett**
1. Telephone Number: (716) 435-0043
2. Email Address: gbennett@amherst.ny.us

D. Submittal Procedures: The Architect requires the use of email for delivery and return of submittals, shop drawings and requests for information. There are **no exceptions** to this requirement.
1. Emails shall include a subject line with the Project Identification and a unique Submittal Number and Description.
2. Physical samples, when required, shall accompany an email submittal cover sheet.
3. All products and materials used for this project shall be submitted to the Architect, as described above. Architect will review and respond to submittals within 10 business days and Contractor shall plan accordingly.

1.3 DEFINITIONS

A. Work Package: A group of specifications, drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of the Project is defined by the Contract Documents and consists of the following:
1. Crack fill, seal coating, & striping of parking lots at select Town of Amherst locations.
2. Layout striping of parking lots at select Town of Amherst locations.
3. Crack fill & striping of parking lots at select Town of Amherst locations.
4. 2 seal striping of parking lots at select Town of Amherst locations.
5. Crack filling of parking lots at select Town of Amherst locations.

B. Type of Contract:
1. Project will be constructed under a single prime contract.

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

1.5 CONSTRUCTION SCHEDULE

A. The Work shall be conducted in an order agreed upon by the Owner's Representative/Architect & Contractor prior to the start of work: It is anticipated that the Work is to be done in One Hundred and Sixty Five (165) calendar days from the issuance of the Notice to Proceed.

B. Contractor is responsible for submitting proposed schedule to **Owner's Representative** for approval each site prior to beginning Work.

Note: Please prioritize drawings marked with an asterisk (*) to ensure they are completed before proceeding with the rest of the project.

- Priority 1: Amherst Town Hall Parking Lot – 5583 Main St, Williamsville, NY 14221
  - Figure 1a*
  - Figure 1b*
- Priority 2: Harlem Road Community Center – 4255 Harlem Rd, Amherst, NY 14226
  - Figure 1c*
- Priority 3: Clearfield Recreation Center – 730 Hopkins Rd, Williamsville, NY 14221
  - Figure 1d*
- Priority 4: Eggertsville Library – 4622 Main St, Snyder, NY 14226
  - Figure 1e*
- Priority 5: Eggertsville Youth & Community Center – 4110 Bailey Ave, Buffalo, NY 14226
  - Figure 1f*
- Priority 6: Balance of Work
  - Figure 1g – Figure 1y

C. Before commencing Work of each phase, submit an updated copy of the Contractor's Construction Schedule showing the sequence, commencement and completion dates.

1.6 ACCESS TO SITE

A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

B. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

C. General: Contractor must provide 24/7 vehicular access to buildings located on site to Owner, Owners representative, & emergency services.

D. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Limit site disturbance, including earthwork and clearing of vegetation, to 20 feet beyond Contract Limits; 10 feet beyond surface walkways, patios, surface parking, and utilities less than 12 inches in diameter; 15 feet beyond primary roadway curbs and main utility branch trenches; and 25 feet beyond constructed areas with permeable surfaces (such as pervious paving areas, stormwater detention facilities, and playing fields) that require additional staging areas in order to limit compaction in the constructed area.]

2. Driveways, Walkways and Entrances: Keep driveways, accessible walking paths, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

1.7 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.
   1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 5:00 p.m, Monday through Friday, except as otherwise indicated.
   1. Weekend Hours: Work may occur at any times, when done in accordance with local zoning noise ordinances. Owner will not approve overtime claims.
   2. Hours for Utility Shutdowns: Only as approved by Owner in writing.
   3. Special Events: The Owner will provide dates and times of special events that will restrict construction operations.

C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
   1. Notify **Owner** not less than **three** days in advance of proposed disruptive operations.

D. Nonsmoking Sites: Smoking and/or Vaping is not permitted within buildings or within 25 feet of entrances, operable windows, or outdoor air intakes.

1.8 COORDINATION WITH OCCUPANTS

A. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1.9 WORK PERFORMED BY THE OWNER

A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.
   1. Preceding Work: Owner will perform the following construction operations at Project site. Those operations are scheduled to be complete before Work under this Contract begins.
      a. Removal of existing dumpsters, vehicles, temporary structures.

1.10 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
   1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
   2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
   3. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
   4. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

PRODUCTS (NOT APPLICABLE)

EXECUTION (NOT APPLICABLE)

END OF SECTION 011000

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

SEALING & STRIPING – TOWN OF AMHERST FACILITIES
TOA PROJECT NO. 2024-F003

SECTION 320100 – OPERATIONS AND MAINTENANCE OF EXTERIOR IMPROVEMENTS

CRACK FILLING

DESCRIPTION

Crack filler shall meet or exceed SealMaster CrackMaster Supreme (specification provided as base of design: see attached).

CONSTRUCTION DETAILS

CRACK PREPARATION MUST BE INACCORDANCE WITH THE ATTACHED SPECIFICATION:

Prior to application of the sealant, all cracks ¼" or larger shall be thoroughly cleaned by air blasting such that all dust, dirt and moisture is removed. The cracks shall be cleaned to a minimum depth of ¾" deep and all debris removed from the crack. All debris removed from the cracks shall be removed from the pavement to prevent recontamination of the crack and prevent traffic hazards.

PREPARATION OF CRACK SEALANT MUST BE IN ACCORDANCE WITH THE ATTACHED SPECIFICATION:

The contractor shall obtain and provide the owner with a copy of the manufacturer's specification pertaining to the heating, mixing, and application of the sealant. The sealant must be applied in strict accordance with the manufacturer's specifications. The application wand shall produce a band aid type appearance of at least 1.5 inches on each side of the crack, as well as filling the crack. The process is called extruding. The discharge hose shall be equipped with a controlled heating apparatus or shall be insulated sufficiently to maintain the proper sealant temperature. The application wand shall be returned to the machine and the material re-circulated when necessary to insure proper application temperatures.

APPLICATION OF CRACK SEALANT MUST BE IN ACCORDANCE WITH THE ATTACHED SPECIFICATION

The sealant shall be pumped directly into the crack at the pavement surface. The height of sealant above the pavement surface shall not exceed 1/8".

***Traffic control and maintenance of traffic will be provided by the CONTRACTOR.**

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

ASPHALT SEALER

DESCRIPTION

Asphalt Sealer must meet or exceed of SealMaster MasterSeal Concentrate (specification attached).

This is to be a heavy-duty protective coating for existing bituminous pavements to prevent surface oxidation of the pavement and to inhibit softening or erosion due to spillage or dripping of petroleum derivatives.

SCOPE OF WORK

The contract or work to be performed consists of furnishing required labor, material, equipment, parts, and supplies necessary for the application of one or two coats of asphalt emulsion pavement sealer (as per price sheet) and to previously prepared asphalt surfaces in accordance with these and attached specifications.

PREPARATION OF PAVEMENT AND SEALER APPLICATION (**SEE NOTE**) MUST BE IN ACCORDANCE WITH THE ATTACHED SPECIFICATION.

NOTE: APPLICATION OF TWO COATS OF SEALER MUST BE APPLIED TO PAVEMENT BY SQUEEGEE/BRUSH EQUIPMENT. **NO SPRAYING EQUIPMENT**.

1. Pavement surface - Surface to be coated must be clean and free from loose material and dirt. Cracks must be filled with SealMaster CrackMaster Supreme.
2. Pavement to be sealed must be clean and free from clay, salt, grease, dirt and other foreign matter. Cleaning shall be accomplished by means of power blowers, stiff bristle brooms, or by pressure water flushing.
3. Areas contaminated with petroleum derivatives must be cleaned and primed with SealMaster Oil Spot Primer. If damage is severe, the area must be cut out and replaced by the municipality.
4. Temperature- Application temperature for material is 50° F and rising. Do not apply if temperature is expect to drop below 50° F within a 24-hour period after MasterSeal application.

Each applied coat shall have sufficient time to dry before applying an additional coat. Allow final coat to dry for 24 hours prior to opening to vehicle traffic. **Documentation of material used on the project must be provided to the Town on a daily basis.**

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

CONTROL LINES (STRIPING), SYMPBOLS AND LETTERING

GENERAL

1. All parking control lines will be a yellow paint, unless building manager requests blue for accessible parking areas and white for crosswalks in parking areas.
2. All lines will be 4 inch width.
3. A fast dry, high solid traffic paint shall be used.
4. ALL parking areas will be striped within 24 hours of sealcoat drying and not having sealcoat bleed through paint.
5. All symbols will meet ADA Federal and NYS specifications.
6. Lettering of same size as existing in parking lots will be used.
7. Under this contract the contractor shall furnish labor, paints, supplies and traffic controls needed to complete parking control lines.
8. Paint shall be applied only on thoroughly dry pavement surfaces when the atmosphere is at or above 50° F and when the weather is otherwise favorable.
9. All installed control lines, symbols and lettering will meet all local, state and federal regulations.
10. The contractor will be responsible for painted lines on pavement that are incorrect and need to be changed with no additional cost to the Town of Amherst.

SCOPE OF WORK

Paint lines, symbols and lettering in parking areas for vehicles and pedestrian traffic.

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

SealMaster®
Pavement Products & Equipment

Technical Data Sheet

CRACKMASTER SUPREME

Hot Pour Crack Sealant

SMT-19(

REVISED 03/20/2

PRODUCT DESCRIPTION

CrackMaster Supreme is a single component, hot applied crack and joint sealant. CrackMaster Supreme is specially formulated for both direct fire and oil-jacketed melters. It is heat stabilized to withstand temperatures up to 450°F without experiencing polymer degredation. When melted and properly applied it forms a resilient crack sealant for both asphaltic and cementatious pavements. CrackMaster Supreme meets manufacturer's specifications.

USES

CrackMaster Supreme is designed to seal expansion joints, longitudinal and transverse cracks, joints between concrete and asphalt shoulders, and random cracks in both asphalt and concrete pavements. CrackMaster Supreme is relatively hard and has a high softening point, which makes it well suited for parking lots and driveways.

COMPOSITION

As supplied, CrackMaster Supreme is supplied in solid blocks comprised of heat stabilized polymers and asphalt.

COLOR

Black.

LIMITATIONS

Do not overheat material. Cracks must be free from moisture, dust, loose aggregate and other contaminates prior to application. Not recommended for cracks in excess of 1" wide.

TECHNICAL DATA

CrackMaster Supreme meets SealMaster Product Specification when tested in accordance with ASTM D5329. (see chart below).

Chemical & Physical Analysis	
Recommended Pour Temperature	350-400°F
Maximum Heating Temperature	450°F
Cone Penetration at 25°C	50 max.
Flow at 60°C, mm	0
Softening Point	200°F Min
Flexibility 0°F	(1" Mandrel) - PASS
Specific Gravity	1.17
Asphalt Compatibility	PASSES

ENVIRONMENTAL CONSIDERATIONS

CrackMaster Supreme is considered a non-hazardous material.

INSTALLATION

Proper surface preparation will facilitate adequate adhesion and consequently the maximum service life of the sealant. The crack must be free from moisture, dust, and loose aggregate. Routing or wire brushing ai preferred methods followed by a compressed air heat lance immediately prior to sealing. The substrate and a temperature must be above 40°F.

METHODS

CrackMaster Supreme shall be melted in direct fired or oil jacketed melters. Carefully insert blocks of material (with plastic bag) into the melting equipment while the agitator is turned off. Load material slowly to avoid splashing. After the initial load of material has reached the recommended pouring temperature (350-400°F), fresh material may be added as sealant is used. Melt only enough material that will be used the same day. Avoid overheating material. Excessive heat could cause material to gel in the equipment or fail in crack and joints. A significant viscosity increase accompanied by stringiness signals the approach of gelation. If this occurs, immediately remove the material from the melter and dispose of it.

IMPORTANT

Protective apparel is recommended with application of CrackMaster Supreme. The extremely hot material will cause severe burns on contact with skin. OSHA Safety Regulations require workers to wear the following typ of safety attire (see current OSHA/Safety Regulations f additional information): Hard hat with face shield; lon sleeved shirt buttoned at the wrist; heat resistant glov long, cuffless pants; and safety toed work boots. Make certain all area around melte ris clear of all debris and flammable materials. Avoid breathing vapors. Use with adequate ventilation.

MIXING PROCEDURES

Use material as supplied. Do not blend with other materials.

APPLICATION

Apply heated CrackMaster Supreme using either a pun and wand system or a pour pot. For best results the sealant depth to width ratio should not exceed 2 to 1 (i.e. 2-inches deep to 1-inch wide). The cooled sealant height should not exceed 1/8" above surrounding pavement. Using a sealing shoe or squeegee, band the material 2 to 3 inches wide over the crack.

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

CRACKMASTER SUPREME

Hot Pour Crack Sealant

SMT-19

REVISED 03/20/2

ESTIMATING MATERIAL REQUIREMENTS

Use the following chart as a guideline for estimating material requirements (based upon pounds of material needed for 100 feet of cracks):

Crack Width	Depth	Lbs/100 Ft
3/8"	3/8"	6.2 lbs.
3/8"	1/2"	8.3 lbs.
1/2"	1/2"	11.1 lbs.
1/2"	1"	22.2 lbs.
3/4"	1/2"	16.6 lbs.
3/4"	3/4"	25.00 lbs.

The above coverage rates are only a guideline. Actual material usage may vary due to width of application and thickness of material above pavement surfaces.

PRECAUTIONS

Cracks must be free from moisture, dust, dirt, and debris. Both substrate and air temperature must be above 40°F. Keep boxes of material dry during storage. Do not store in direct sunlight.

PACKAGING AND AVAILABILITY

CrackMaster Supreme is supplied in both meltable packaging and cardboard cartons. CrackMaster Hot Pour Crack Sealants are supported by a nationwide network of SealMaster facilities along with a national and international network of professional applicators.

WARRANTY AND DISCLAIMER

The statements made on this technical data sheet are believed to be true and accurate and are intended to provide a guide for approved application practices. As workmanship, weather, construction, condition of pavement, tools utilized, and other variables affecting results are all beyond our control, the manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. The manufacturer expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.

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Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

SealMaster®
Pavement Products & Equipment

Technical Data Sheet

MASTERSEAL CONCENTRATE

Asphalt Based Pavement Sealer
Product No. S1010

SMT-11(

REVISED 04/06/2

PRODUCT DESCRIPTION

MasterSeal Concentrate is a mineral filled asphalt emulsion pavement sealer designed to protect and beautify asphalt pavement. MasterSeal Concentrate is formulated to be job-mixed with water and aggregate. MasterSeal Concentrate meets ASTM D8099/D8099M-17 Standard Specification for Asphalt Emulsion Pavement Sealer.

USES

MasterSeal Concentrate is ideal for all types of pavement surfaces including parking lots, shopping malls, airports, driveways, roadways and more.

Table 1 - Physical Properties Of Masterseal Concentrate

ASTM	Test Description	Result
D5	Penetration of Bituminous Materials-Base Asphalt	12-45 Pen
D6937	Density of Emulsified Asphalt	1,000 -1300 g/l
D6930	Settlement and Storage Stability of Emulsified Asphalts	20% max./24 hr.
D113	Ductility of Bituminous Materials-Base Asphalt	5-15 cm
E70	PH of Aqueous Solutions with Glass Electrodes	6-10 PH
D6378	Vapor Pressure (VPX), mm Hg @ 25° C (77° F)	22-26 mm Hg
D36	Softening Point of Emulsion Residue (Ring and Ball Apparatus)	> 200° F
D562	Viscosity using a Stormer-Type Viscometer	80-140 KU
D4060	Abrasion Resistance- Taber Abraser Dry Method	< 1% Loss
D522	Mandrel Bend Test of Attached Coatings	No Cracking
D870	Water Resistance of Coatings using Water Immersion	No Delamination
D6904	Resistance to Wind-Driven Rain	No Delamination
D4585	Water Resistance of Coatings Using Controlled Condensation	No Delamination
D1735	Water Resistance of Coatings Using Water Fog Apparatus	No Delamination
D2247	Water Resistance of Coatings in 100% Relative Humidity	No Delamination
D4541	Adhesion Strength over Asphalt Pavement	> 200 PSI
D3910-6.4	Wet Track Abrasion Test	< 15 g/ft² Loss
D2939-5	Uniformity of Emulsified Bituminous Coatings	PASS
D2939-7	Weight per Gallon	9-11 lbs./gal
D2939-8	Residue by Evaporation, %	40-60%
D2939-13	Drying Time- 50% humidity, 73.4 ± 3.6°F.	2-6 hrs.
D2939-26	Resistance to Impact- No Chipping, Cracking or Delamination	PASS
D2939-14	Resistance to Heat- No Blistering, sagging or slipping	PASS
D2939-15	Resistance to water- No softening, delamination or re-emulsification	PASS
D2939-16	Flexibilty- No Cracking or Delamination	PASS
D2939-22	Wet Film Continuity	PASS
D95	Water Content, %	40-60%
D2939-10	Ash Content of Residue, %	40-60%
D2939-27	Resistance to Impact After Accelerated Weathering	PASS
D2172	Asphalt Content by Weight, %	Min. 20%
D4799	QUV UV Aging-1,000 Hours	No Color Fa(
D3359	Measuring Adhesion by Tape- No More than a Trace of Peeling	PASS
Volatile Organic Compounds	Determination of Volatile Organic Compounds (VOC) in various Coatings	< 10 g/l
PAH Content (Percentage)	Polycyclic Aromatic Hydrocarbon Content (Percentage)	Less than on tenth of 1% (< .10%)

ESTIMATING MATERIAL REQUIREMENTS

One gallon of MasterSeal Concentrate will cover approximately 100-120 square feet (11.1 to 13.3 square yards) per coat when properly mixed and applied.

APPLICATION RATE OF MIXED MATERIALS

Apply properly mixed MasterSeal (MasterSeal, water, additive and sand) and at a rate of 70-82 square feet (7.77 to 9.11 square yards) per gallon. Application rate: may vary due to pavement porosity and method of application.

SURFACE PREPARATIONS

Surface must be clean and free from loose material an(dirt. Cracks should be filled with SealMaster Cold Pour Hot-Applied Crack Filler. Oil stains should be cleaned a primed with SealMaster Oil Spot Primer.

APPLICATION EQUIPMENT

Properly mixed MasterSeal Concentrate shall be applie by mechanical squeegee/brush equipment or spray equipment capable of spraying coatings with sand. Equipment shall have continuous agitation or mixing capabilities to maintain homogenous consistency of mixed material throughout the application process. Truck mount or self-propelled squeegee/brush equipment shall have at least 2 squeegee or brush devices (one behind the other) to assure adequate distribution and penetration of mixed MasterSeal into bituminous pavement. Hand squeegees and brushes ar brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

MIXING PROCEDURES

Mix MasterSeal Concentrate in accordance with the following mix design (based on 100 gallons of MasterSeal Concentrate for ease of calculation):

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

Technical Data Sheet

MASTERSEAL CONCENTRATE

Asphalt Based Pavement Sealer
Product No. S1010

SMT-110

REVISED 04/06/23

MasterSeal Concentrate.....100 gallons
Water.....15-25 gallons
Top Tuff Polymer Additive.....1/2-2 gallons
Sand (40-70 mesh)..... .....200-500 lbs.

APPLICATION PROCEDURES
For optimum performance and durability apply a minimum of two coats of properly mixed MasterSeal Concentrate. A third coat of mixed MasterSeal Concentrate may be applied to high traffic areas such as entrances, exits, and drive lanes for added durability. Allow each coat to dry thoroughly before applying successive coats. Allow final coat of MasterSeal to dry for 24 hours prior to opening to vehicle traffic.

APPLICATION CONDITIONS
Mixed MasterSeal Concentrate shall not be applied when temperature is expected to drop below 50°F during application and for a period of at least 24 hours after application.

LINE STRIPING AND TRAFFIC MARKINGS
Use SealMaster 100% Acrylic Traffic paint for line striping and traffic markings.

CAUTIONS
Both surface and ambient temperature shall be a minimum of 50°F and rising during MasterSeal application. Do not apply if temperature is expected to drop below 50°F within a 24 hour period after MasterSeal application.

PACKAGING AND AVAILABILITY
MasterSeal Concentrate is available in 5-gallon pails, 55-gallon drums and bulk tanker load quantities. MasterSeal Concentrate is supported by a national network of SealMaster manufacturing facilities along with a national network of qualified applicators.

WARRANTY AND DISCLAIMER
The statements made on this technical data sheet are believed to be true and accurate and are intended to provide a guide for approved application practices. As workmanship, weather, construction, condition of pavement, tools utilized, and other variables affecting results are all beyond our control, the manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. The manufacturer expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.

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Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

SealMaster®
Pavement Products & Equipment

Technical Data Sheet

PREP SEAL
Oil Spot Primer

SMT-221

REVISED 11/13/1

PRODUCT DESCRIPTION & BENEFITS
Prep Seal is a ready to use latex based emulsion designed for sealing and priming oil spots on asphalt pavement prior to applying pavement sealer. Prep Seal helps prevent oil and gas from bleeding up through freshly applied asphalt or coal tar based pavement sealer.

RECOMMENDED USES
For any asphalt pavement surface including parking lots, driveways, airports, and more.

COMPOSITION
Prep Seal is a latex emulsion blend containing specialty surfactants designed for priming petroleum based stains.

SIZES
Prep Seal is available in 1 and 5-gallon containers.

LIMITATIONS
Prep Seal shall not be applied when temperature is expected to drop below 50°F within a twenty-four period after application.

ENVIRONMENTAL CONSIDERATIONS
Prep Seal is an environmentally friendly water based latex emulsion containing less than 10 grams per liter volatile organic content (VOC).

PHYSICAL/CHEMICAL PROPERTIES
Prep Seal meets the following material requirements when tested in accordance with ASTM D4758 and ASTM D2939 (see chart below).

Chemical & Physical Analysis	
Classification	Blended Latex Emulsion
Non-Volatiles (%)	14% min.
Ash (Non-Volatiles %)	< .2%
Specific Gravity	1.04
Flexibility	No Cracking or Flaking
Resistance to Impact	No Chipping, Flaking, or Cracking
Wet Film Continuity	Smooth, Non Granular

INSTALLATION
Surface must be free from dirt and dust. Wipe up or scrape excessive build-up of oil, grease, and gasoline spots. A torch may be used to burn away any residual.

METHODS
Prep Seal shall be applied by roller, brush, or spray application tools.

MIXING PROCEDURES
Prep Seal is a ready to use product. Do not dilute. Use a is. Stir thoroughly before applying.

APPLICATION
Apply mixed Prep Seal with roller, brush, or spray. Allow to dry completely before applying pavement sealer. NOTE: A small amount of sand may be broadcas onto wet Prep Seal. Once dry, this will help create an improved mechanical bond between the Prep Seal and the pavement sealer.

APPLICATION RATE
Prep Seal at a rate of approximately 150-200 square fe per gallon.

ESTIMATING MATERIAL REQUIREMENTS
One gallon of Prep Seal will cover approximately 150-200 square feet. NOTE: Coverage rates may vary due to pavement porosity and method of application.

PRECAUTIONS
Both surface and ambient temperature shall be a minimum of 50°F. Temperature shall not drop below 50°F in a 24 hour period following application. Keep O Of Reach Of Children. Do not store unopened containe in freezing temperatures.

WARRANTY AND DISCLAIMER
The statements made on this technical data sheet are believed to be true and accurate and are intended to provide a guide for approved application practices. As workmanship, weather, construction, condition of pavement, tools utilized, and other variables affecting results are all beyond our control, the manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. The manufacturer expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

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14 - Sealing & Striping Diagrams (Figure 1)

Figure 1	Town of Amherst Facilities	Work	Approx. SqYd (≈)
Figure 1a	Amherst Town Hall - Front 5583 Main St, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 2,760 SqYd
Figure 1b	Amherst Town Hall - Back 5583 Main St, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 4,115 SqYd
Figure 1c	Harlem Rd Community Center 4255 Harlem Rd, Amherst, NY 14226	Crack Fill, Seal Coat, & Stripe	≈ 5,746 SqYd
Figure 1d	Clearfield Recreation Center 730 Hopkins Rd, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 7,993 SqYd
Figure 1e	Eggertsville Library 4622 Main St, Snyder, NY 14226	Crack Fill, Seal Coat, & Stripe	≈ 1,890 SqYd
Figure 1f	30 S. Cayuga - Front 30 S. Cayuga Rd, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 570 SqYd
Figure 1g	30 S. Cayuga - Back 30 S. Cayuga Rd, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 1,026 SqYd
Figure 1h	Audubon Driving Range 500 Maple Rd, Buffalo, NY 14221	Crack Fill & Stripe	≈ 1,559 SqYd
Figure 1i	Audubon Golf Course 500 Maple Rd, Buffalo, NY 14221	Stripe	≈ 9,874 SqYd
Figure 1j	Audubon Library 350 John James Audubon Pkwy, Buffalo, NY 14228	Crack Fill, Seal Coat, & Stripe	≈ 5,264 SqYd
Figure 1k	Amherst Town Court 400 John James Audubon Pkwy, Buffalo, NY 14228	Crack Fill, Seal Coat, & Stripe	≈ 2,165 SqYd
Figure 1l	Bassett Park 359 Klein Rd, Williamsville, NY 14221	Stripe	≈ 3,511 SqYd
Figure 1m	Billy Wilson Park 1290 Hopkins Rd, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 3,051 SqYd
Figure 1n	Clearfield Library 770 Hopkins Rd, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 4,189 SqYd
Figure 1o	Amherst Highway Department 1042 N. Forest Rd, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 11,657 SqYd
Figure 1p	Amherst Highway Department 1042 N. Forest Rd, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 16,505 SqYd
Figure 1q	North Forest Pool 85 N. Forest Rd, Buffalo, NY 14221	Stripe	≈ 3,476 SqYd
Figure 1r	North Forest Pool 85 N. Forest Rd, Buffalo, NY 14221	Stripe	≈ 2,497 SqYd
Figure 1s	Northtown Center 1615 Amherst Manor Dr, Buffalo, NY 14221	**See Figure 1s**	≈ 14,671 SqYd
Figure 1t	Paradise Park 750 Paradise Rd, East Amherst, NY 14051	Layout & Stripe	≈ 5,215 SqYd
Figure 1u	Amherst Police Department 500 John James Audubon Pkwy, Buffalo, NY 14228	Crack Fill, Seal Coat, & Stripe	≈ 4,891 SqYd
Figure 1v	Amherst Police Department - Bailey Ave 4220 Bailey Ave, Buffalo, NY 14226	Crack Fill & Stripe	≈ 2,868 SqYd
Figure 1w	Amherst Senior Center 370 John James Audubon Pkwy, Buffalo, NY 14228	Crack Fill, Seal Coat, & Stripe	≈ 14,941 SqYd
Figure 1x	Smith Road 500 Smith Rd, East Amherst, NY 14051	Crack Fill, Seal Coat, & Stripe	≈ 3,050 SqYd
Figure 1y	Amherst State Park 400 Mill St, Williamsville, NY 14221	Crack Fill & Stripe	≈ 6,450 SqYd

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

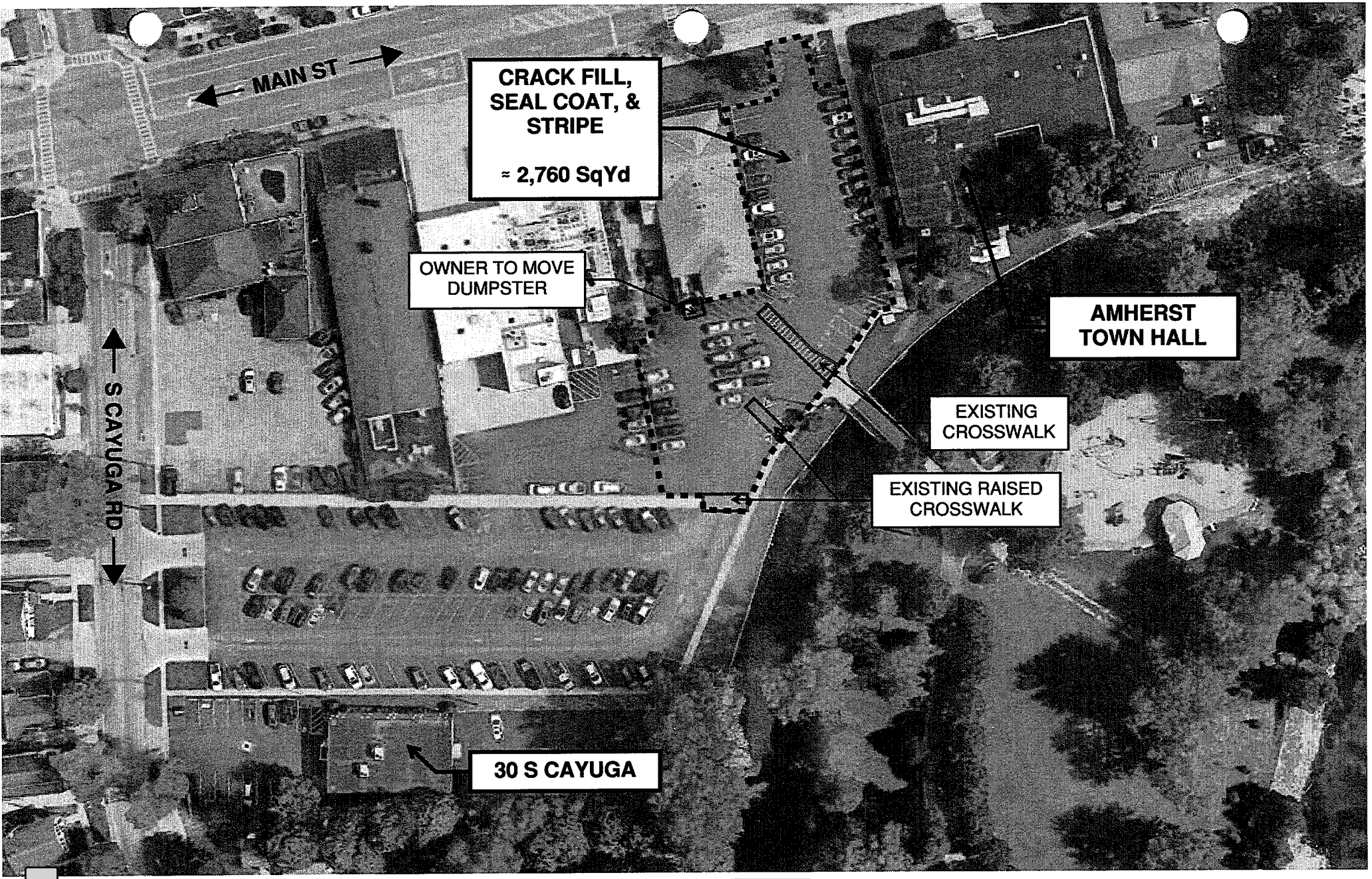

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Figure 1a*

Amherst Town Hall - Front

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

5583 Main St, Williamsville, NY 14221

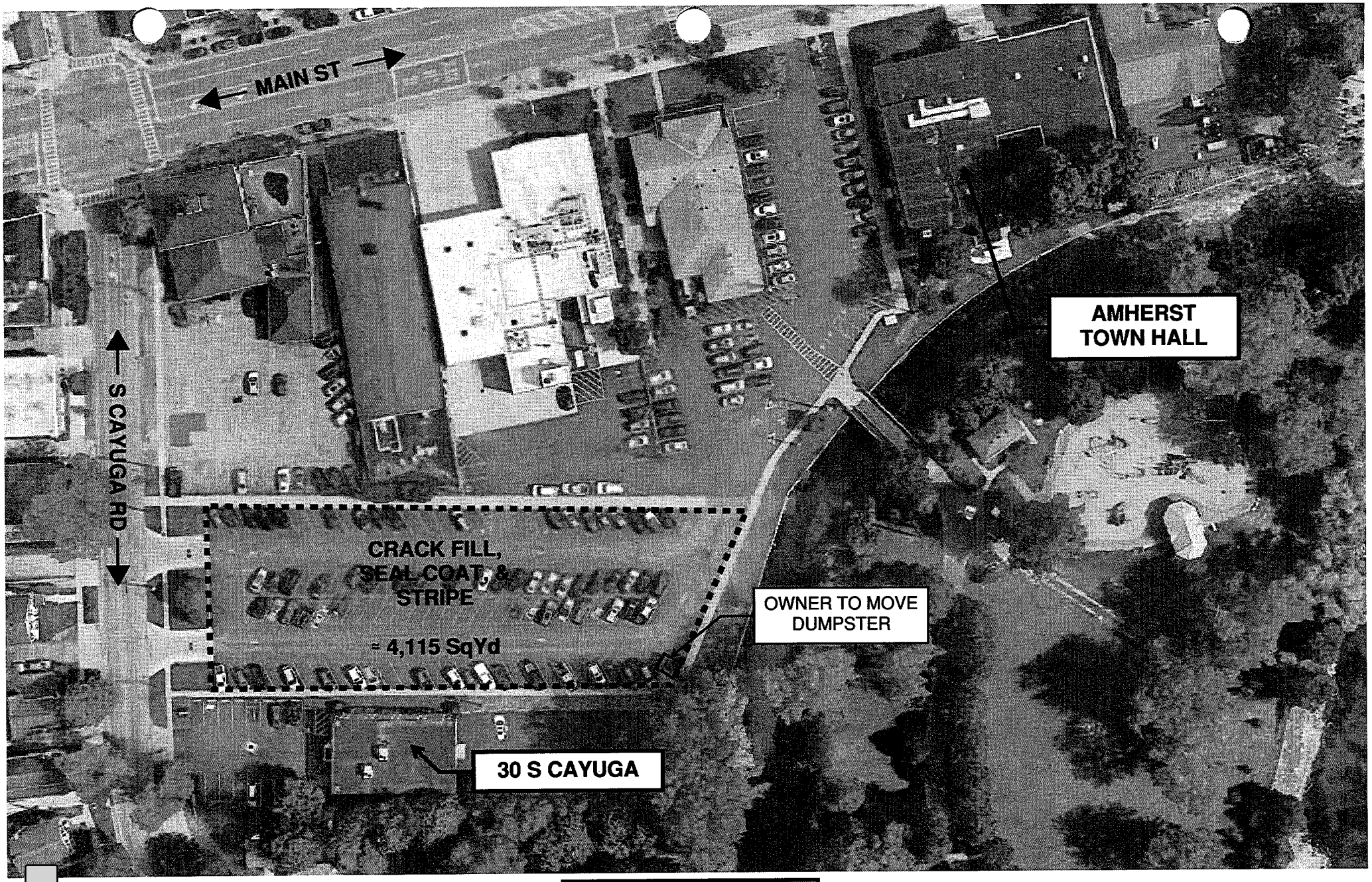

Figure 1b*

Amherst Town Hall - Back

5583 Main St, Williamsville, NY 14221

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Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

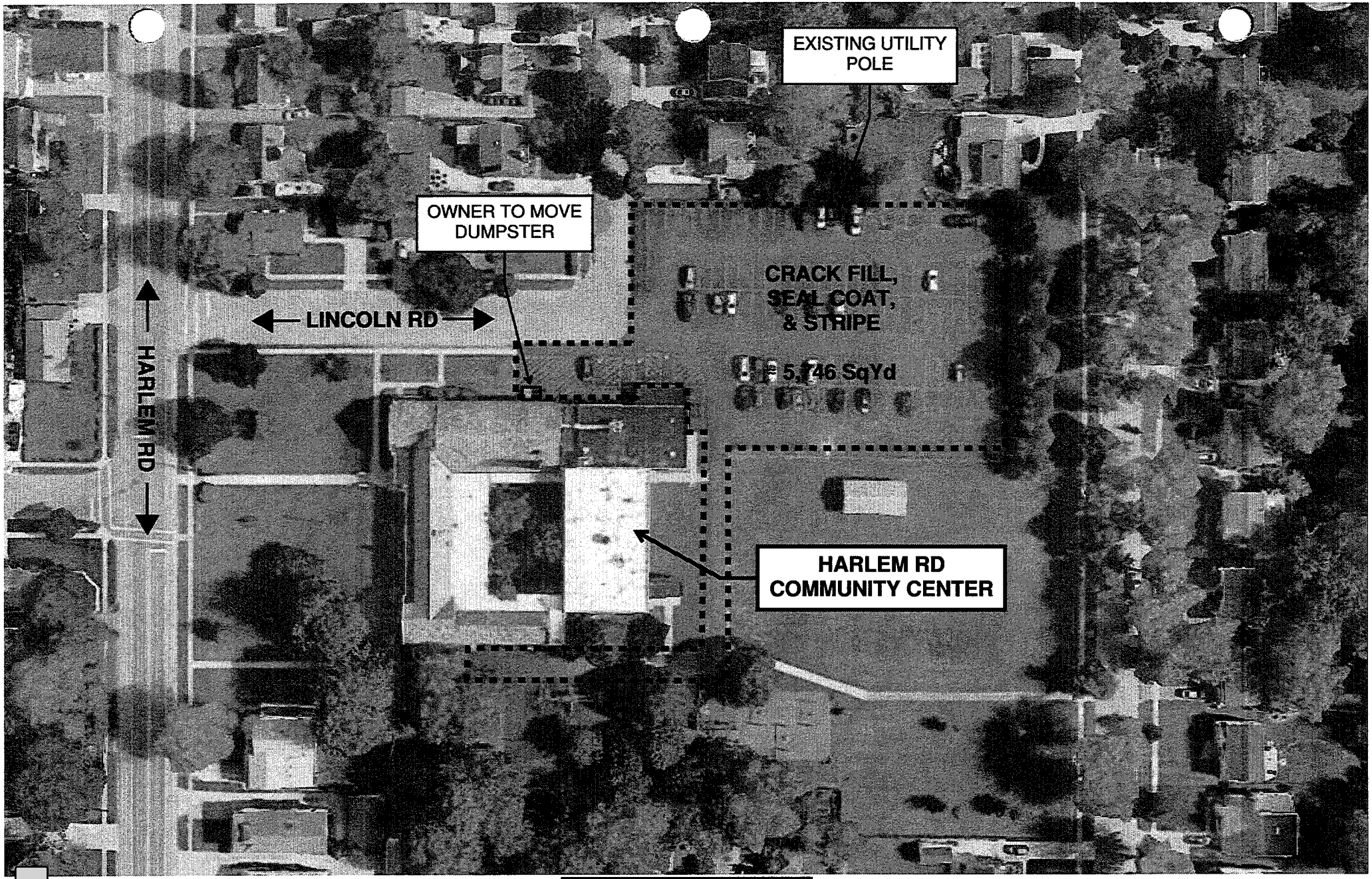

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Figure 1c*

Harlem Road Community Center

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

4295 Harlem Rd, Amherst, NY 14226

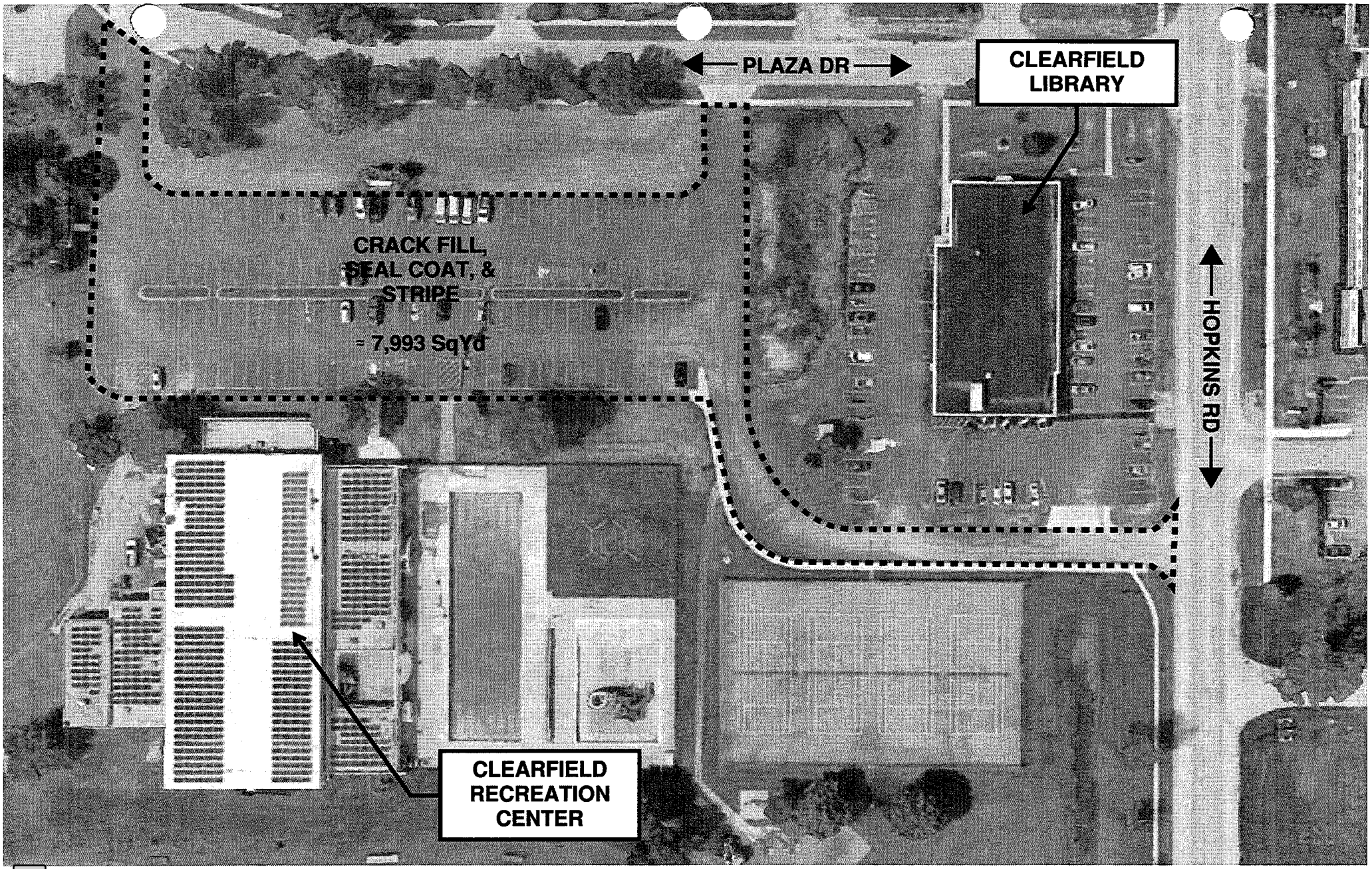

Figure 1d*

Clearfield Recreation Center

730 Hopkins Rd, Williamsville, NY 14221

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Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

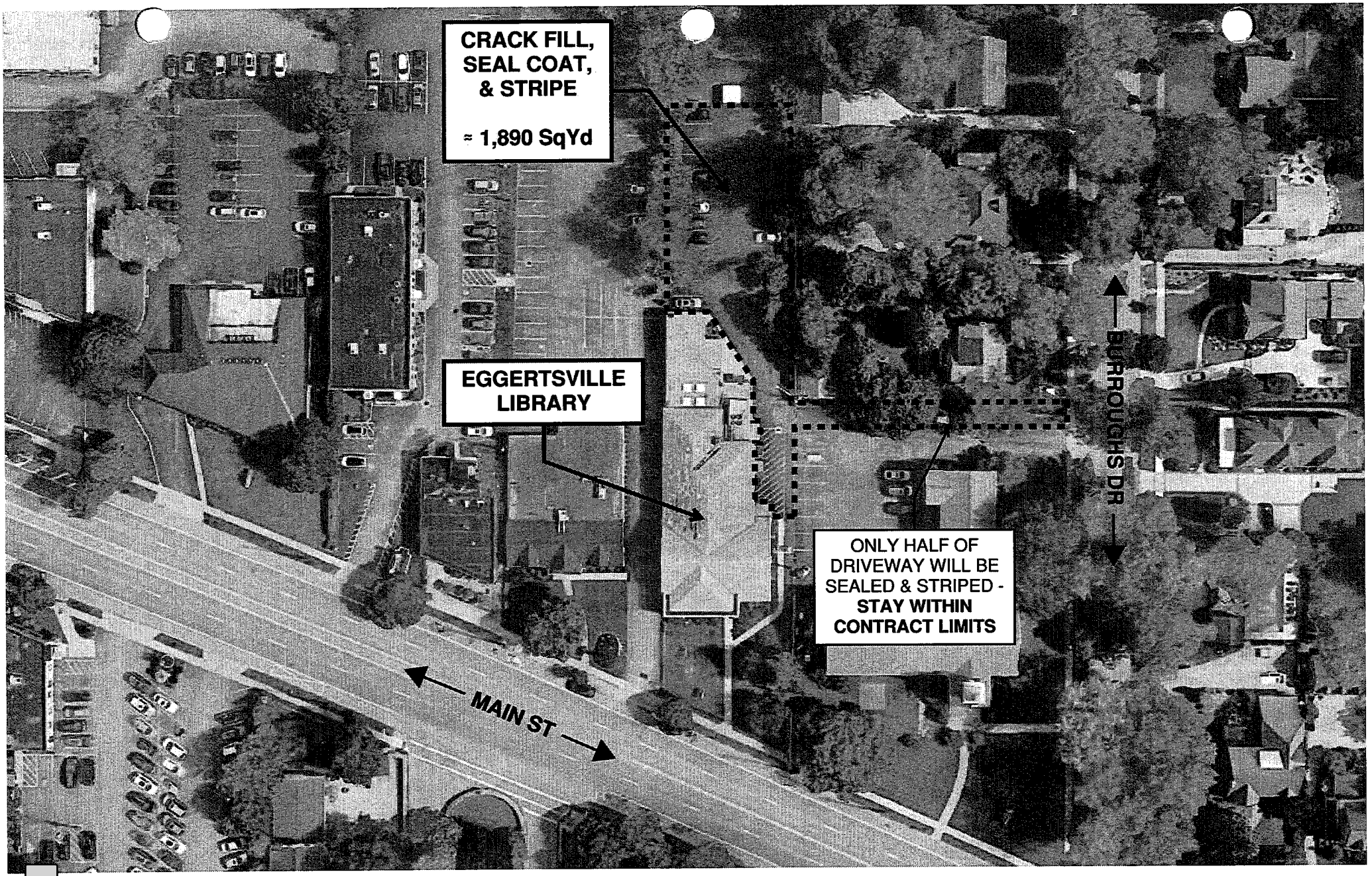

Figure 1e*

Eggerstville Library

4622 Main St, Snyder, NY 14226

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Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

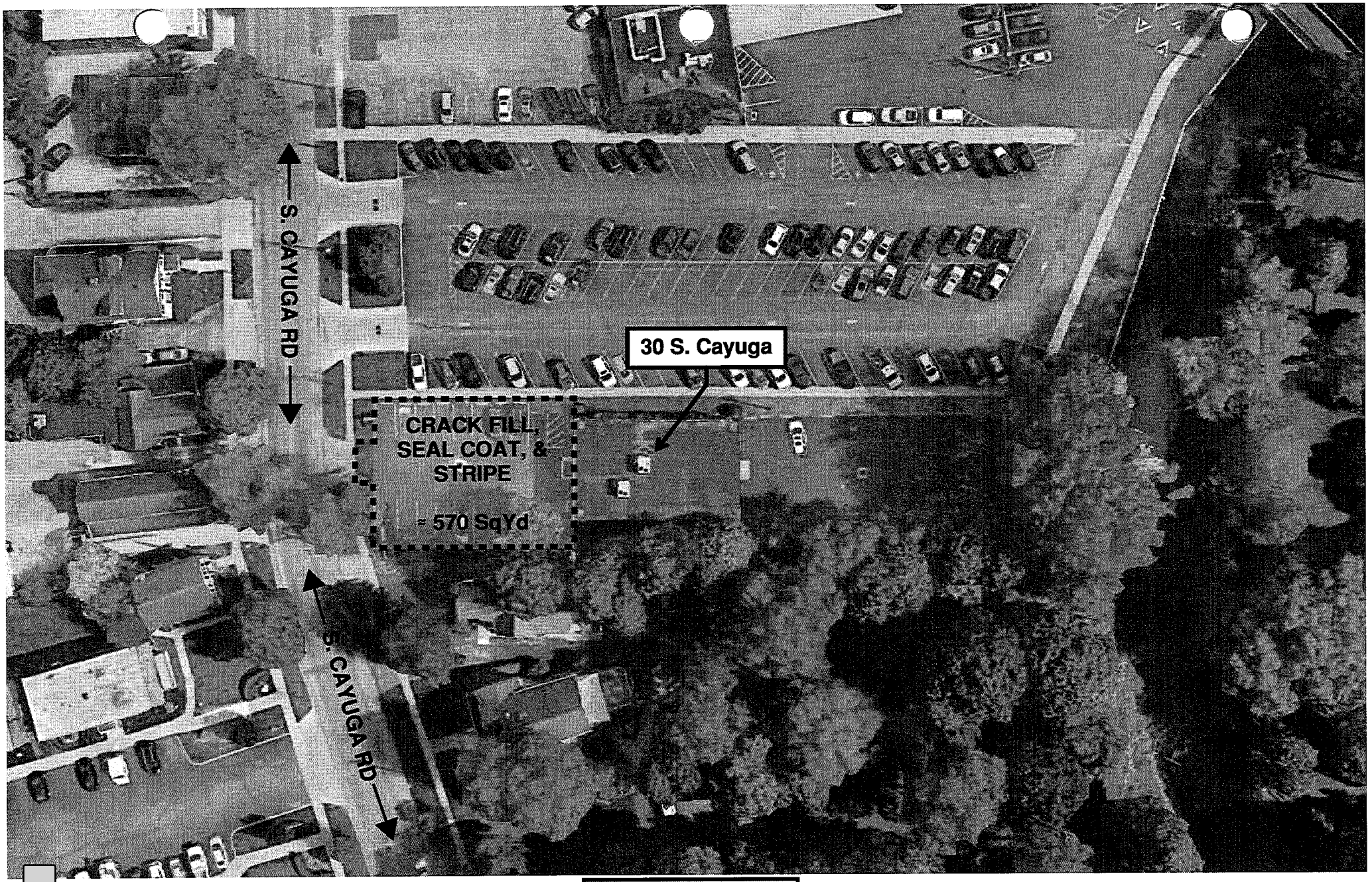

Figure 1f

30 S. Cayuga - Front

30 S. Cayuga Rd, Williamsville, NY 14221

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Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

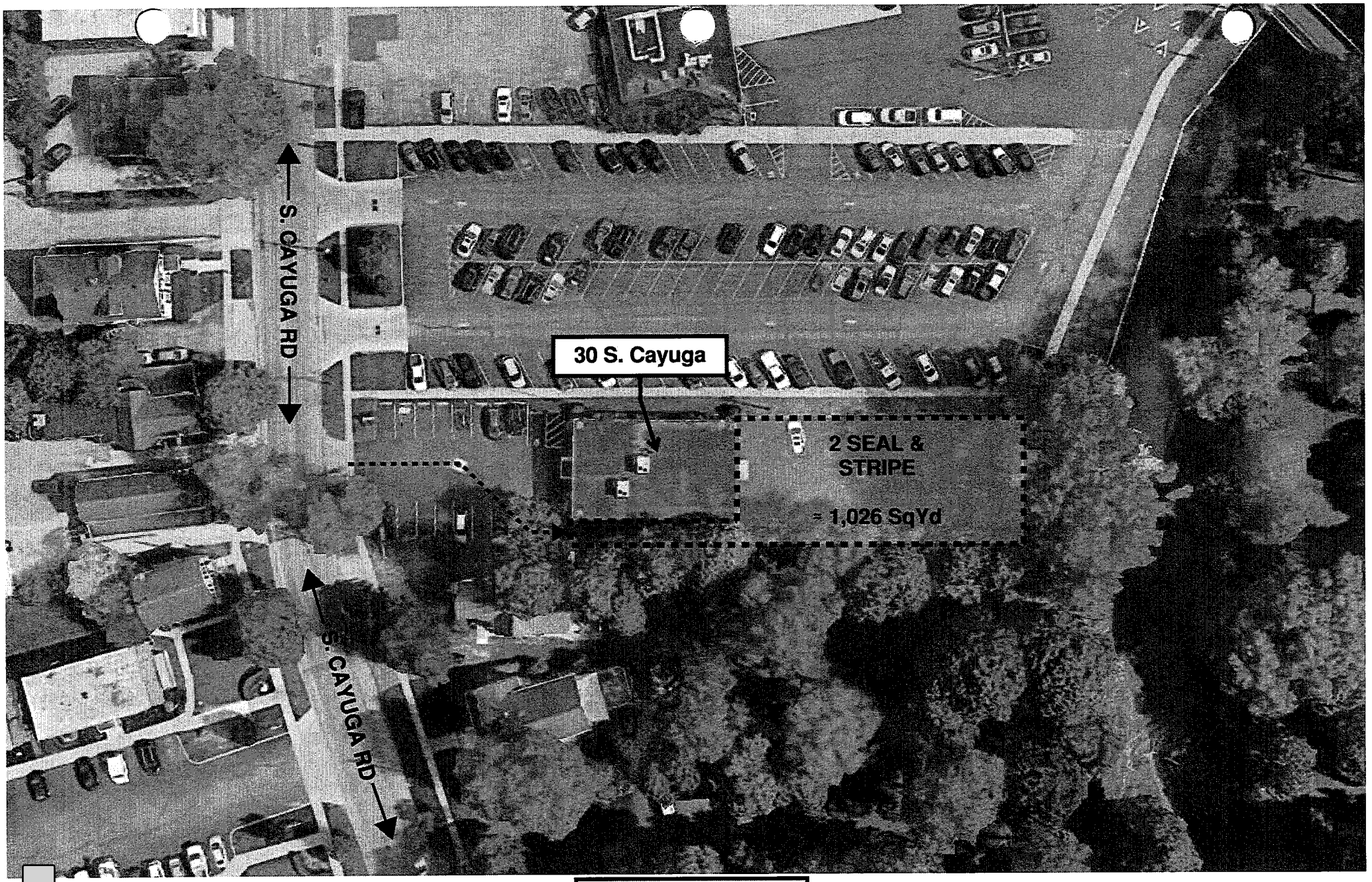

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Figure 1g

30 S. Cayuga - Front

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

30 S. Cayuga Rd, Williamsville, NY 14221

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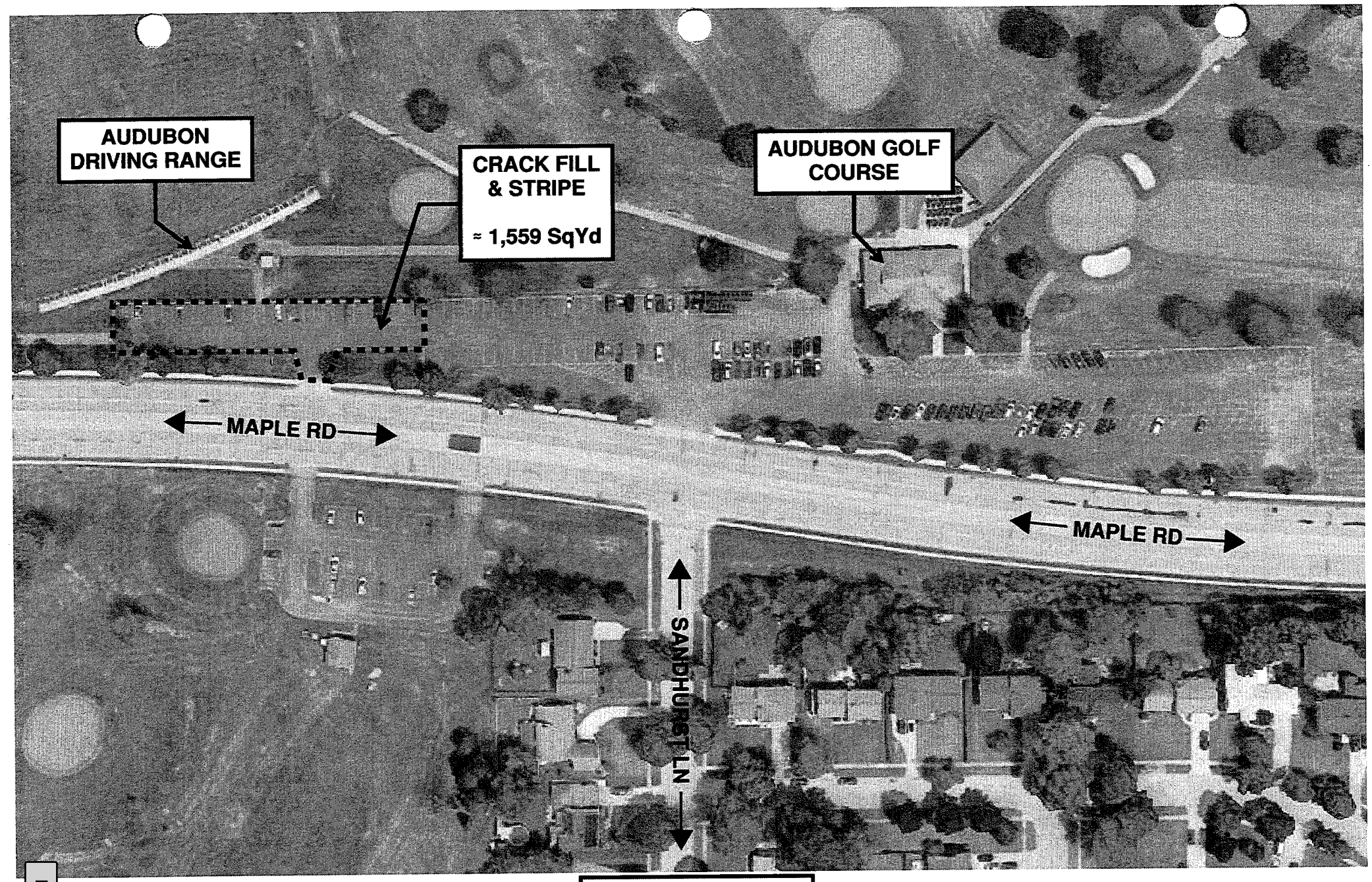

Figure 1h

Audubon Driving Range

500 Maple Rd, Buffalo, NY 14221

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Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

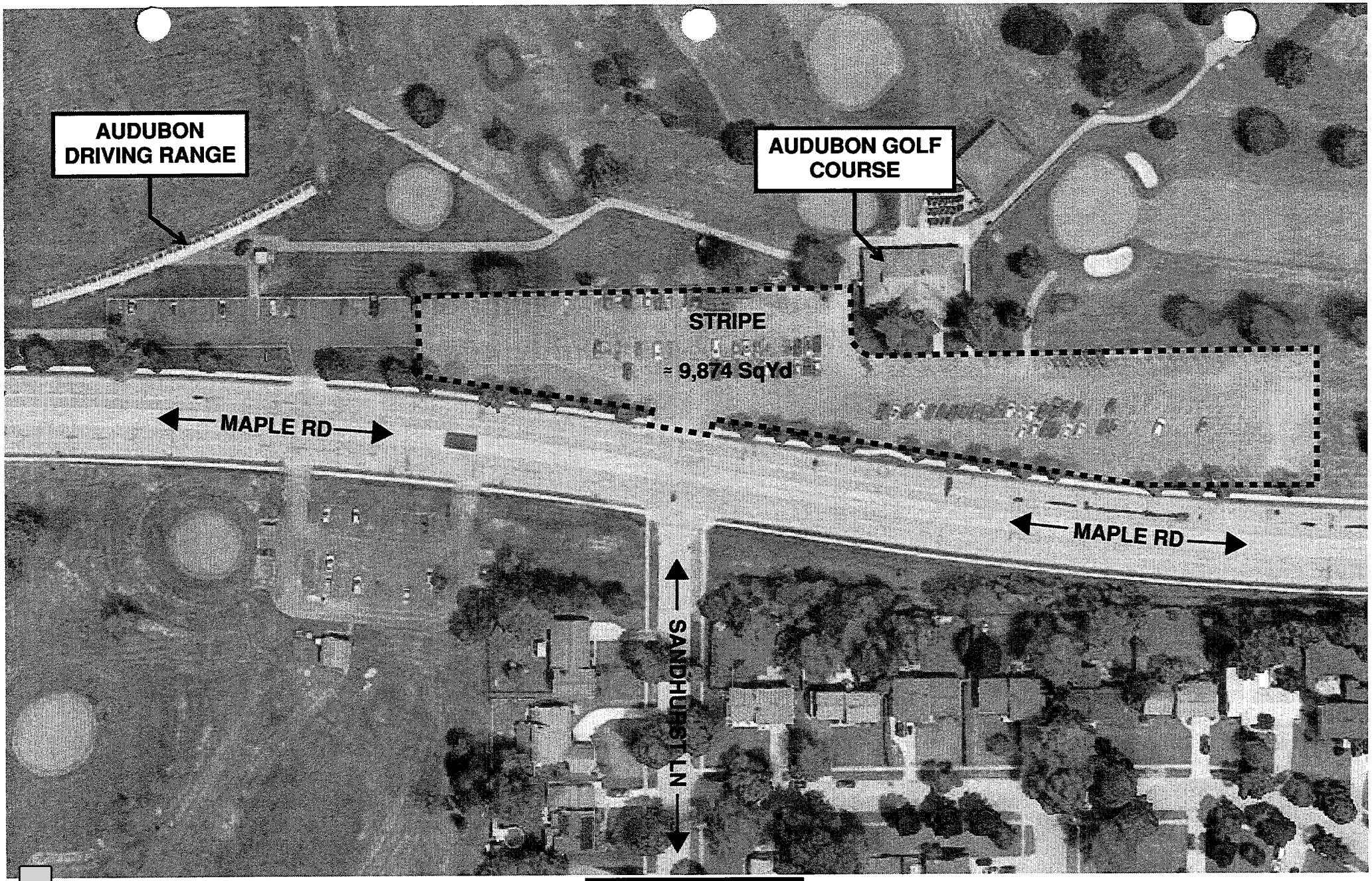

Figure 1i

Audubon Golf Course

300 Maple Rd, Buffalo, NY 14221

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Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

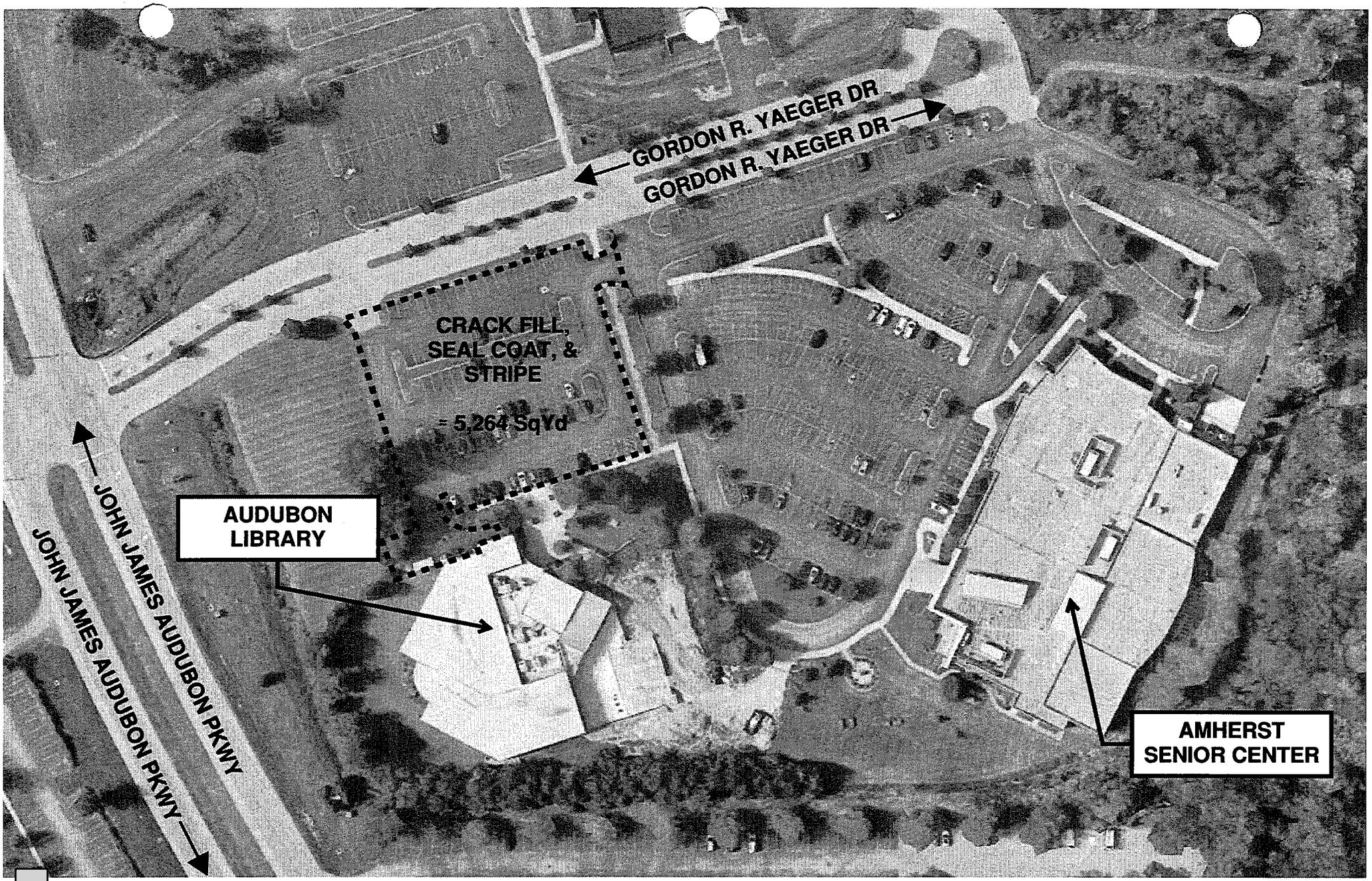

Figure 1j

Audubon Library

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Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

550 John James Audubon Pkwy, Buffalo, NY 14228

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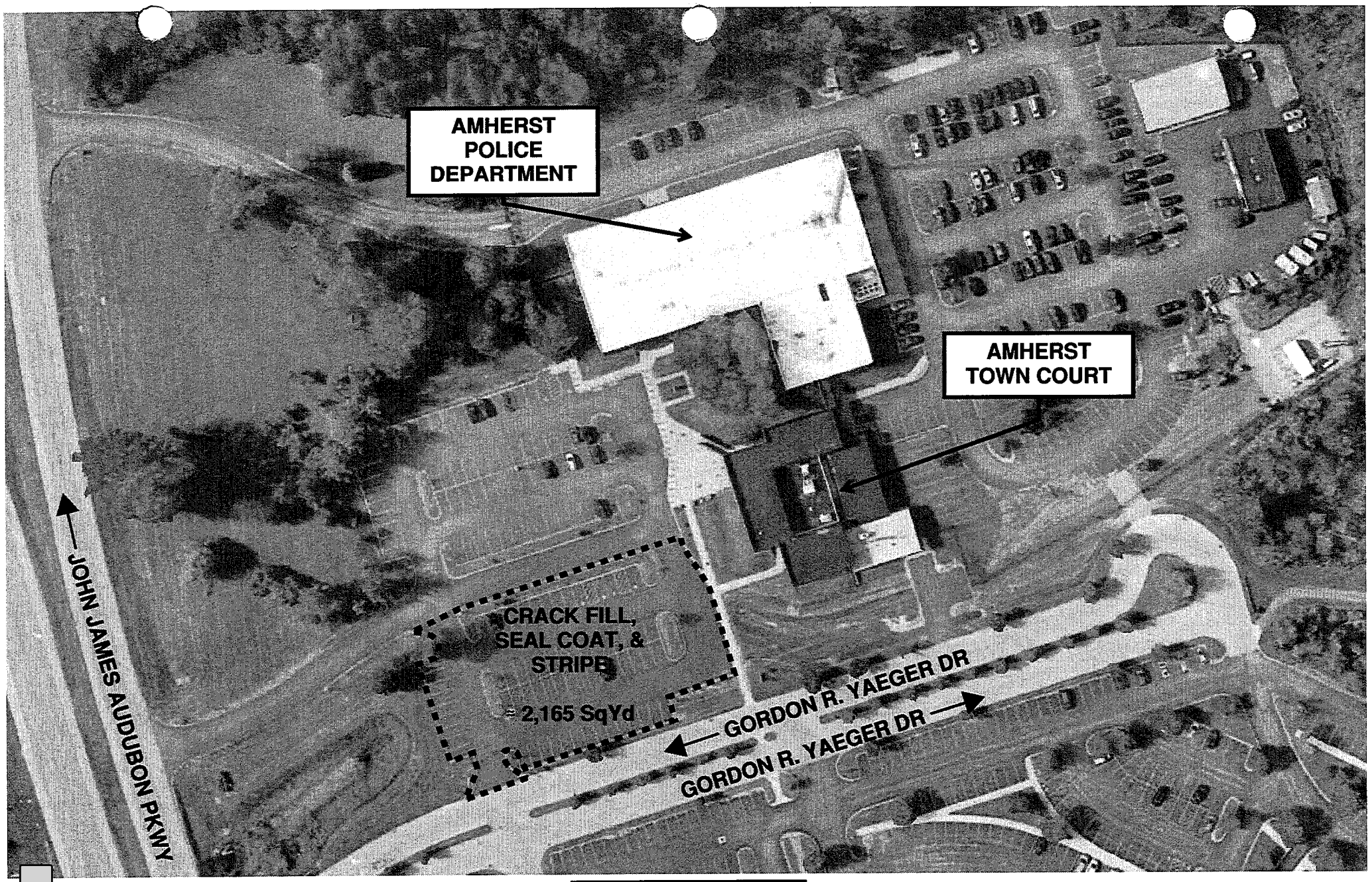

Figure 1k

Amherst Town Court

400 John James Audubon Pkwy, Buffalo, NY 14228

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Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

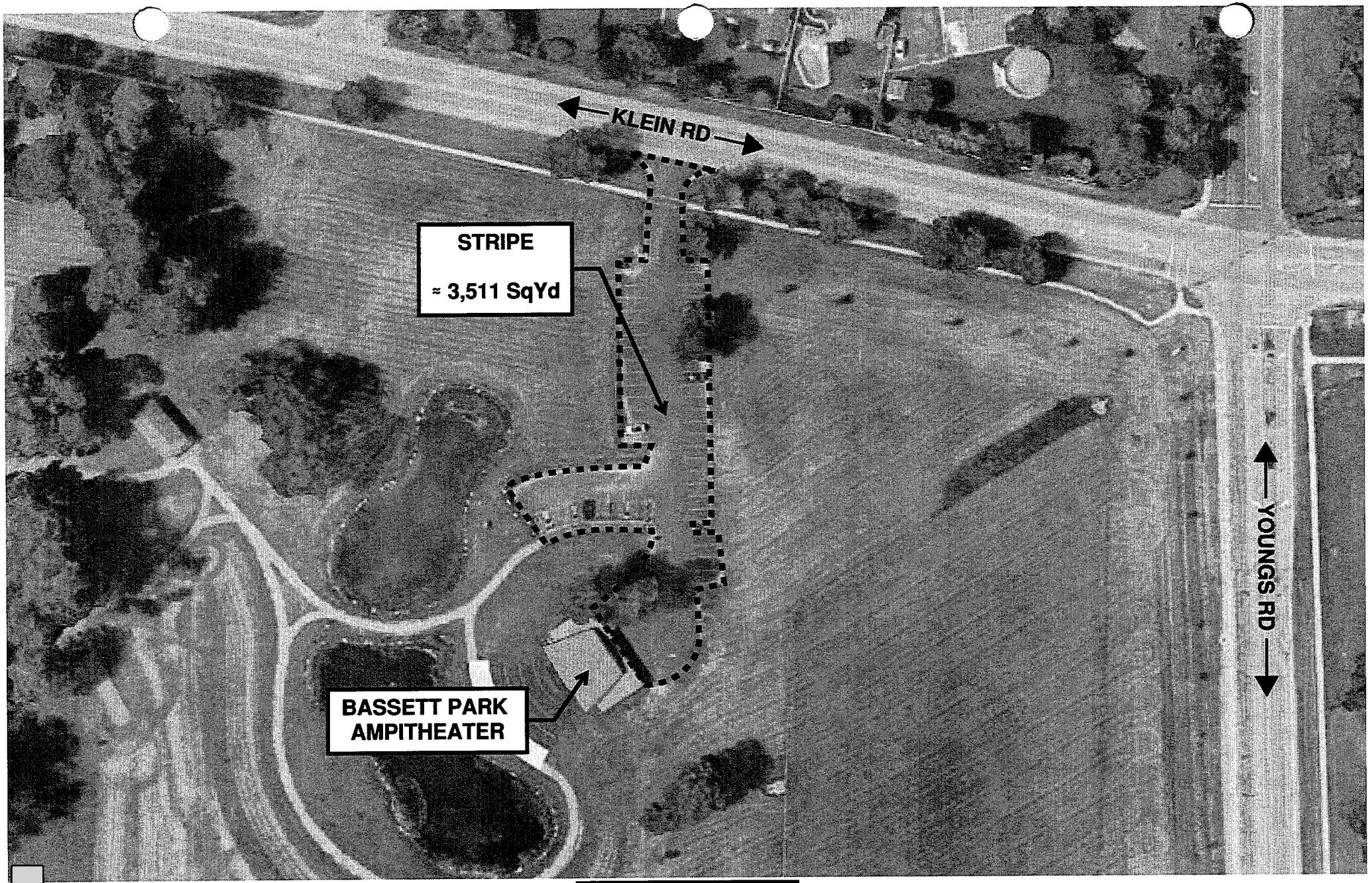

Figure 11

Bassett Park

359 Klein Rd, Williamsville, NY 14221

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Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

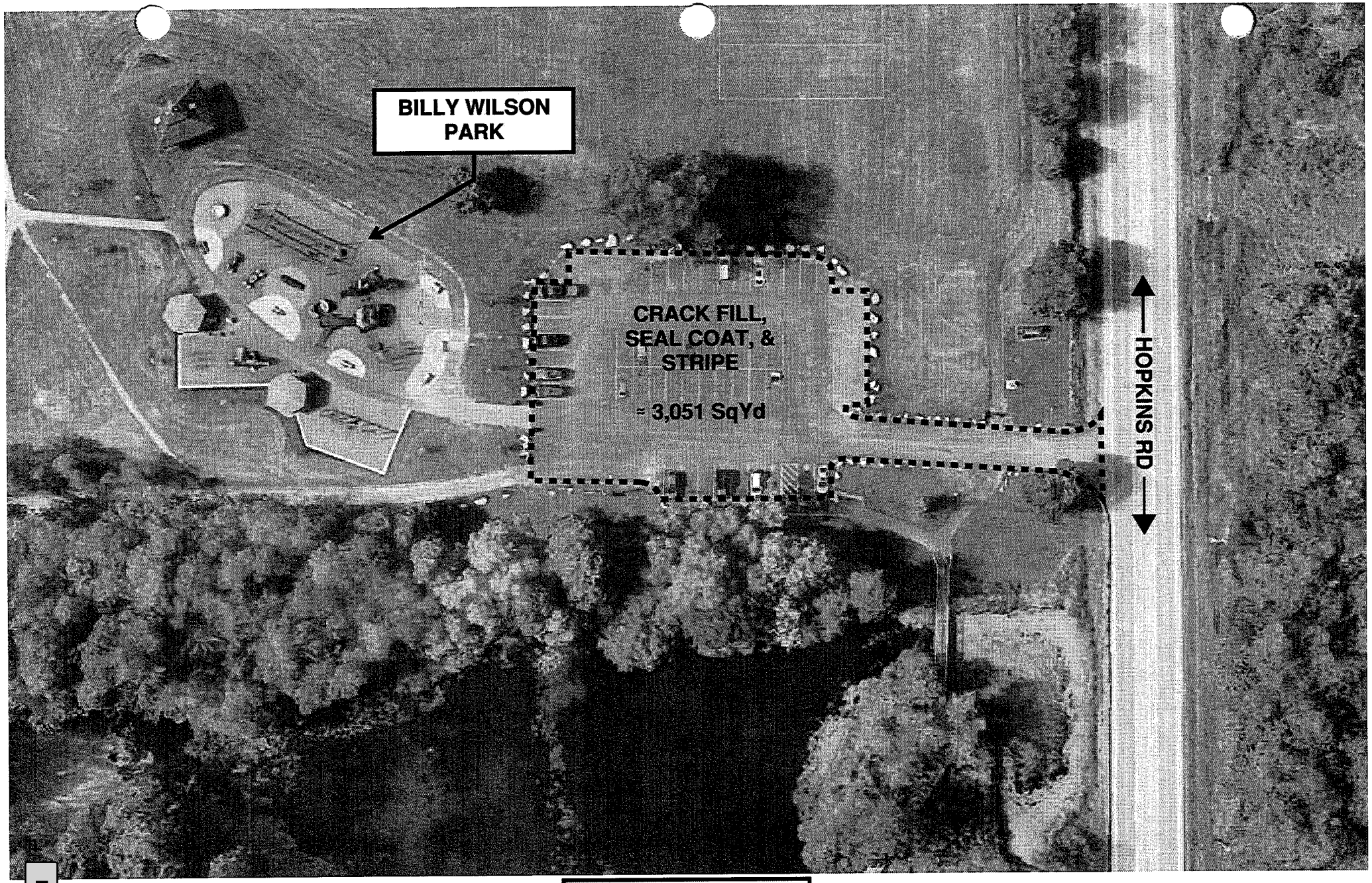

Figure 1m

Billy Wilson Park

1290 Hopkins Rd, Williamsville, NY 14221

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Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

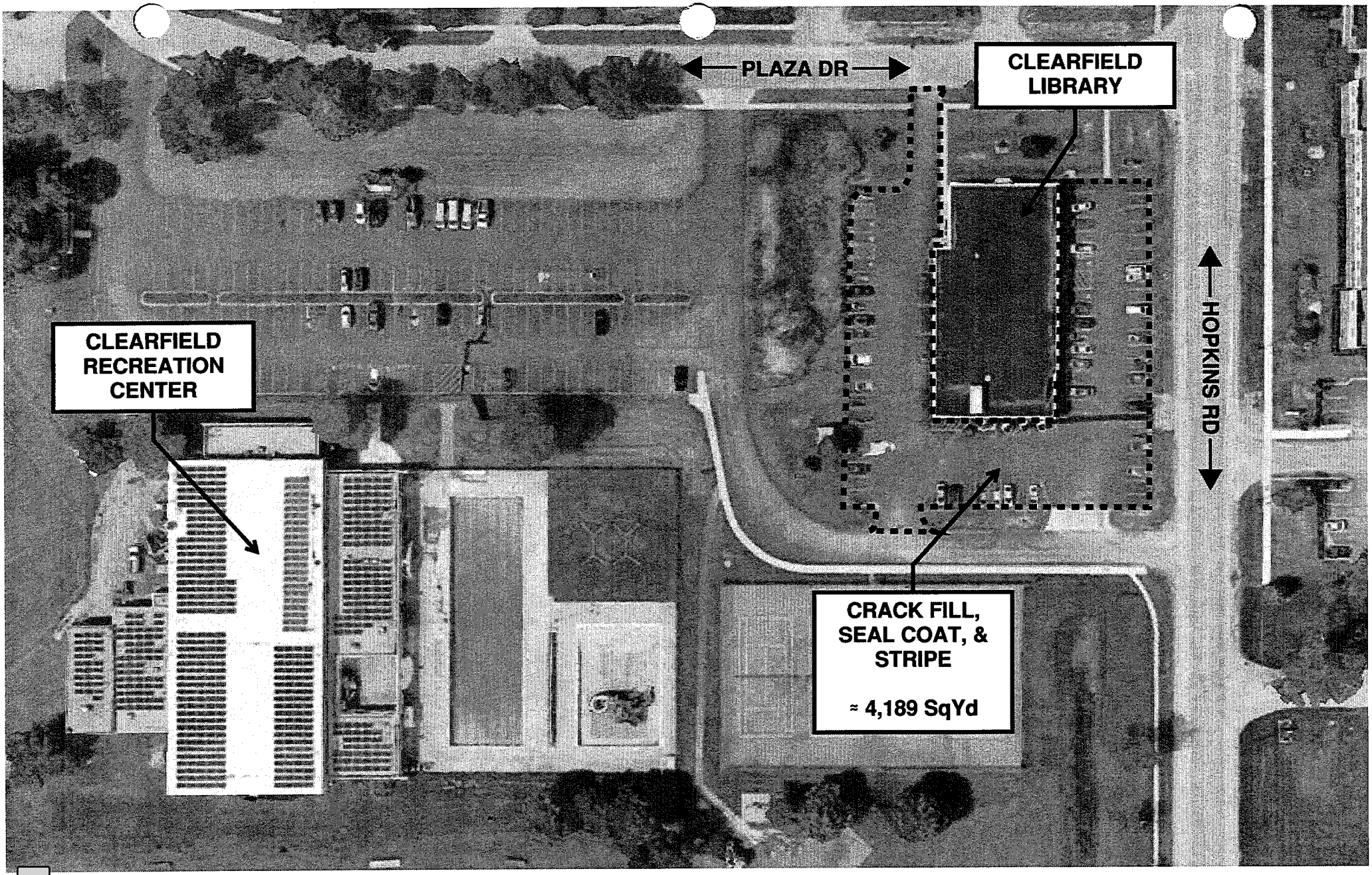

Figure 1n

Clearfield Library

770 Hopkins Rd, Williamsville, NY 14221

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Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

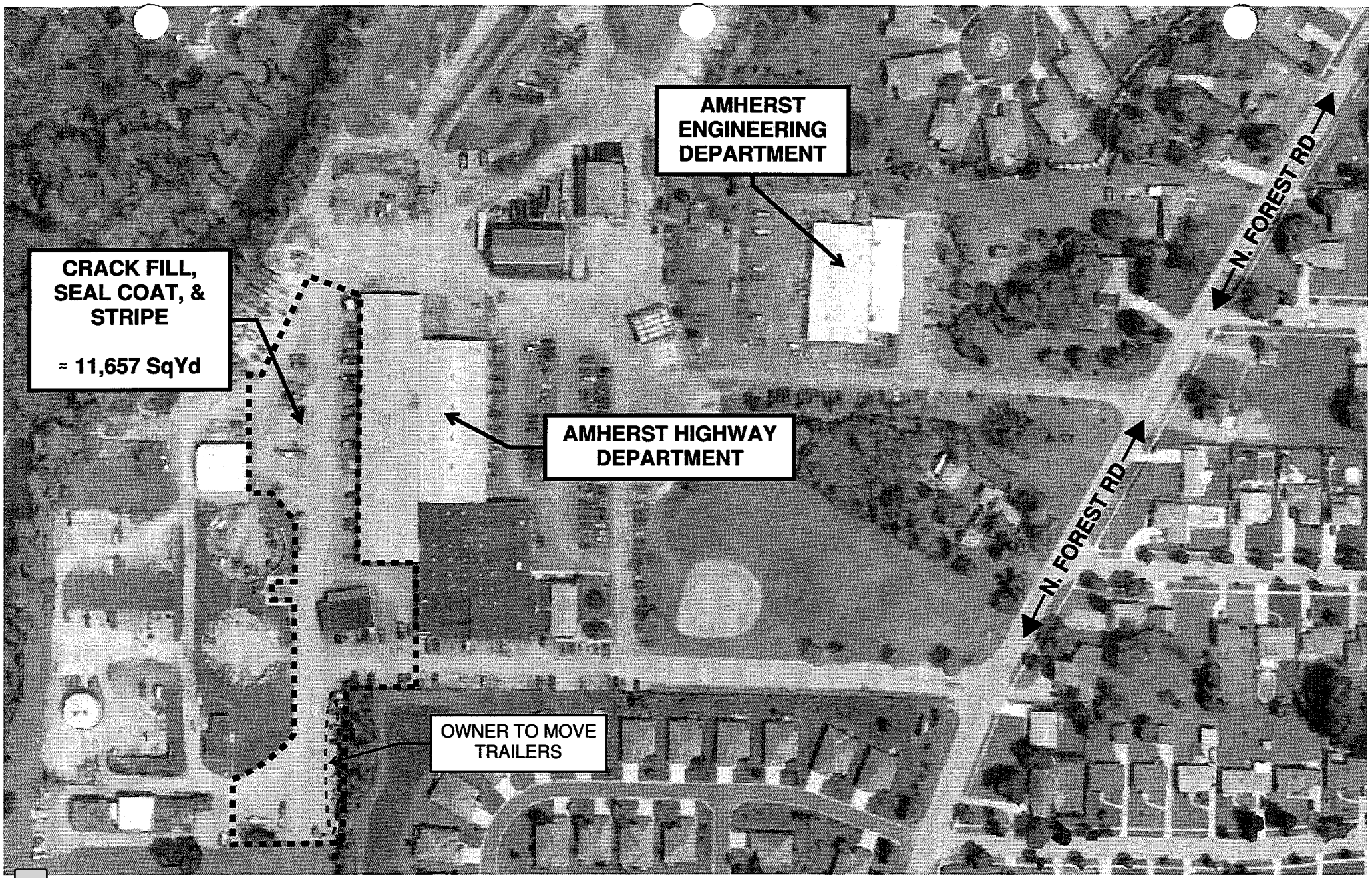

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Figure 1o

Amherst Highway Department

1042 N. Forest Rd, Williamsville, NY 14221

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Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

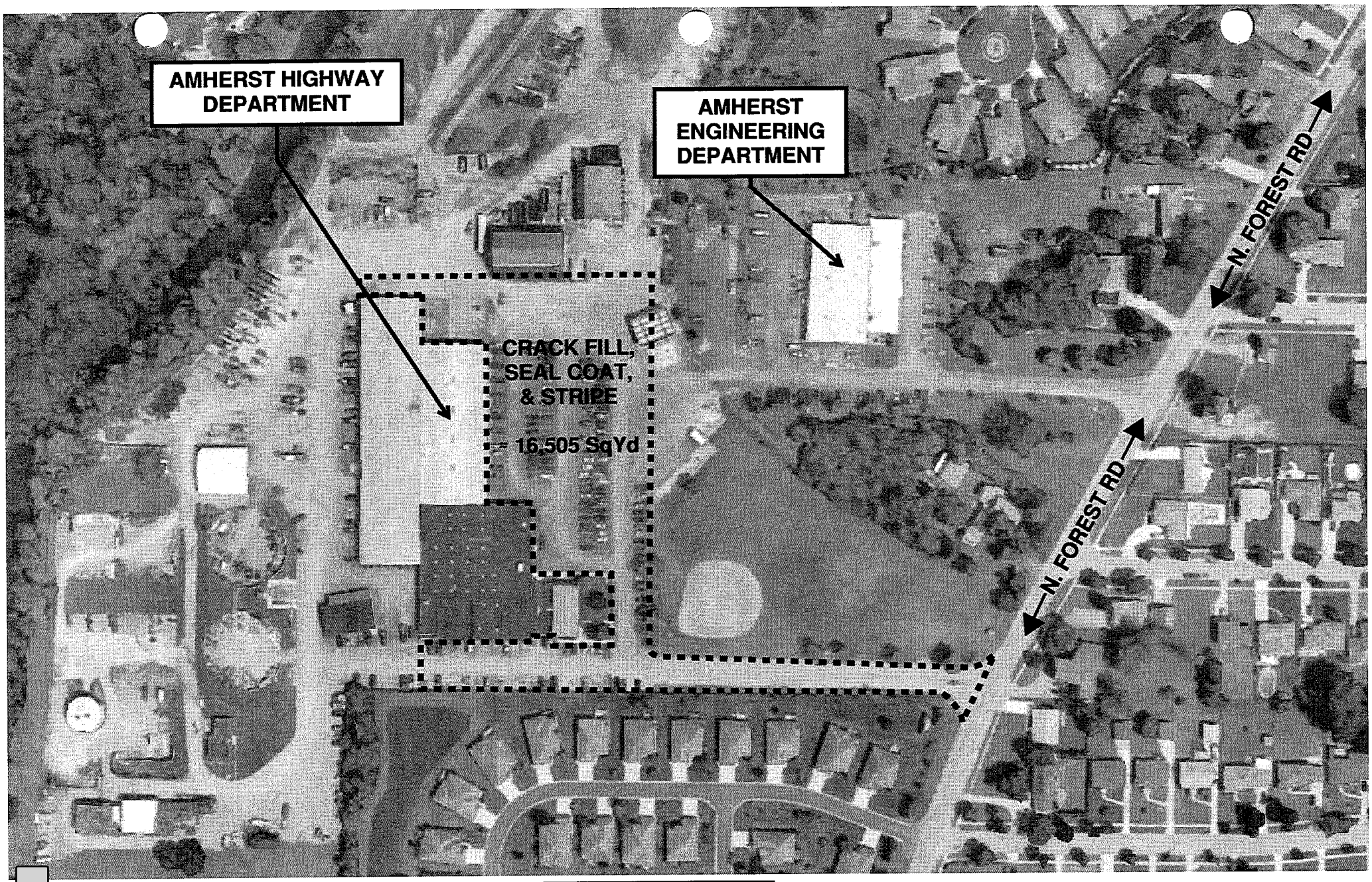

Figure 1p

Amherst Highway Department

1042 N. Forest Rd, Williamsville, NY 14221

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Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

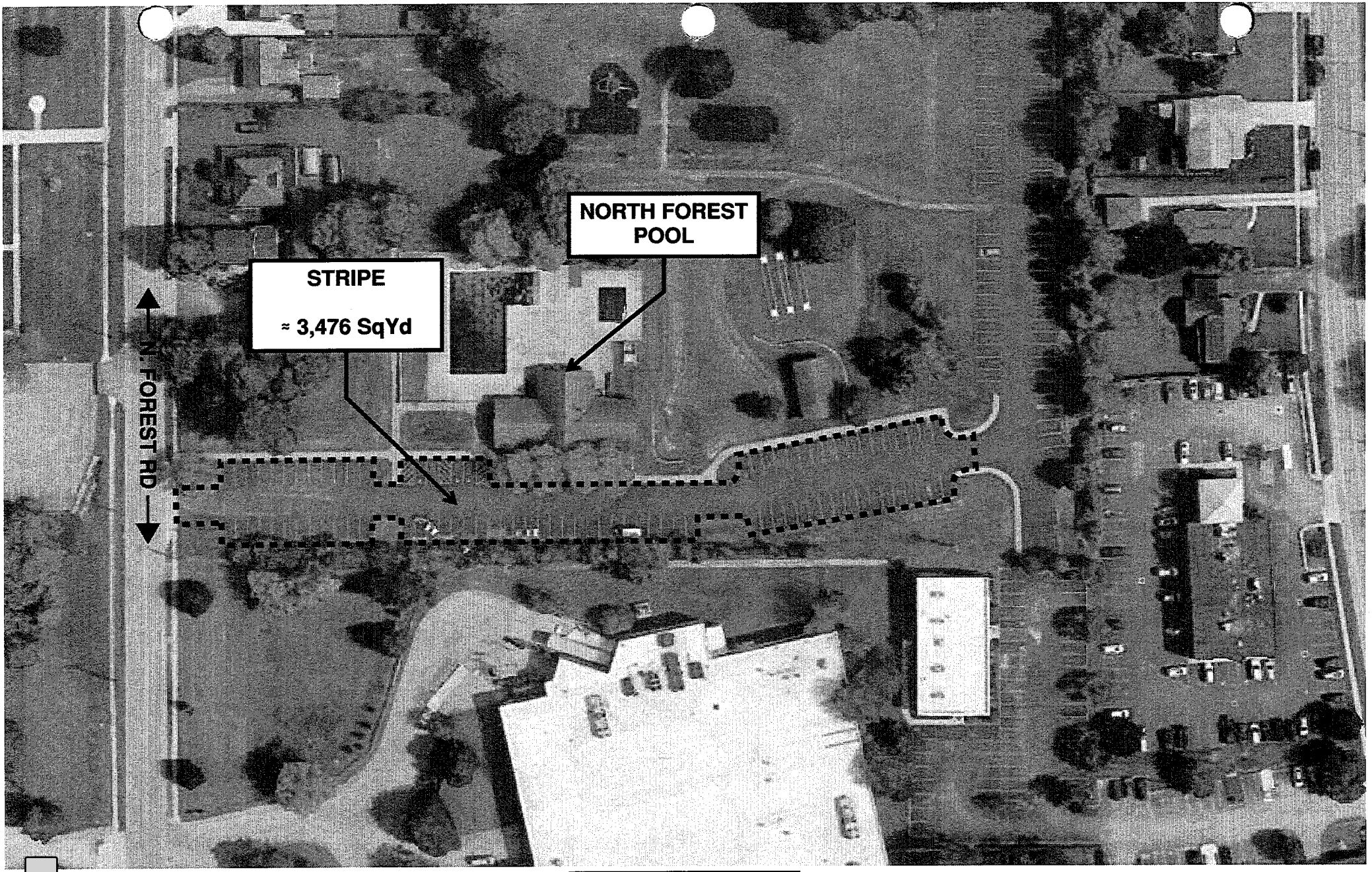

Figure 1q

North Forest Pool

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85 N Forest Rd, Buffalo, NY 14221

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

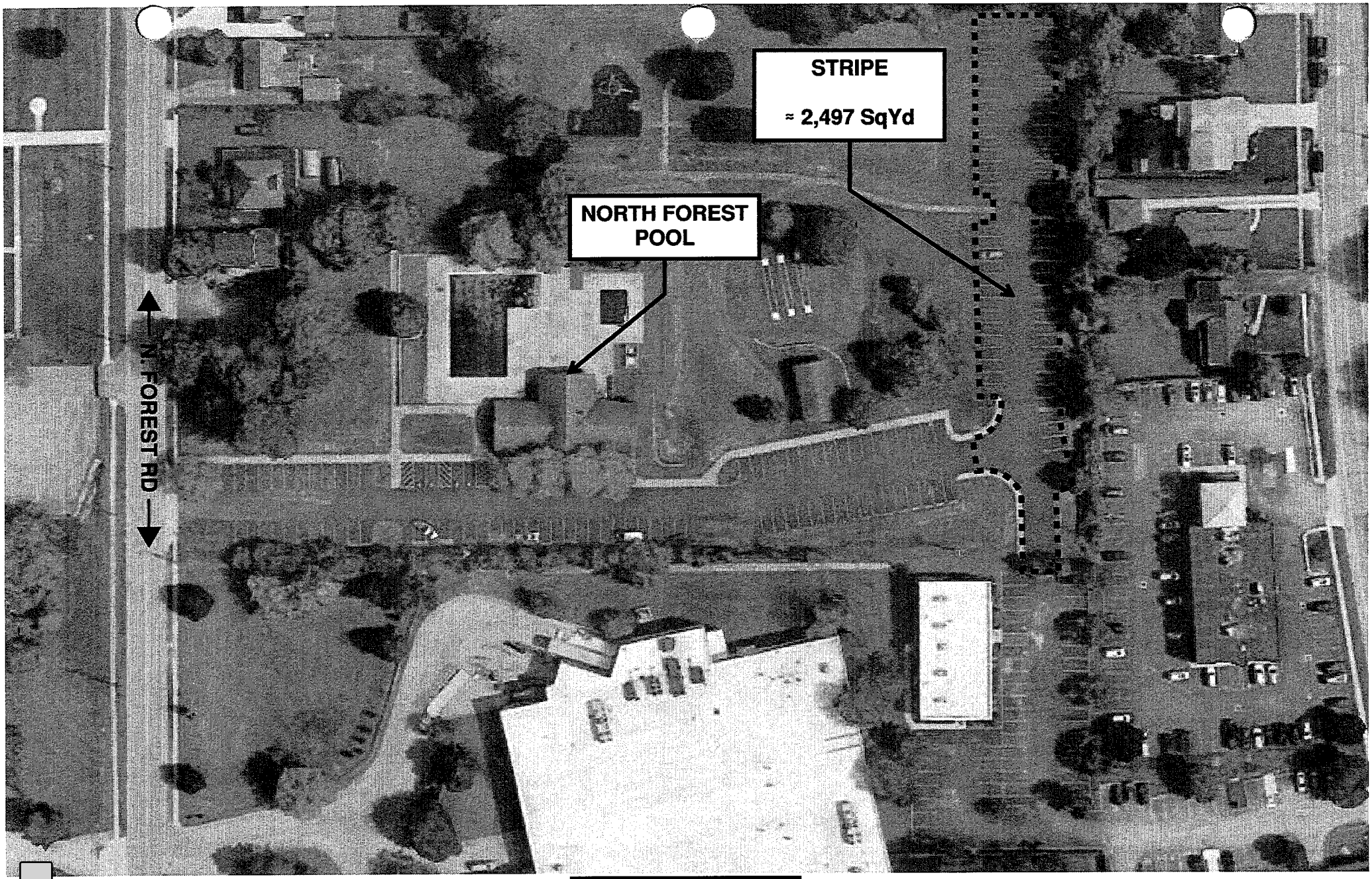

Figure 1r

North Forest Pool

85 N Forest Rd, Buffalo, NY 14221

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Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

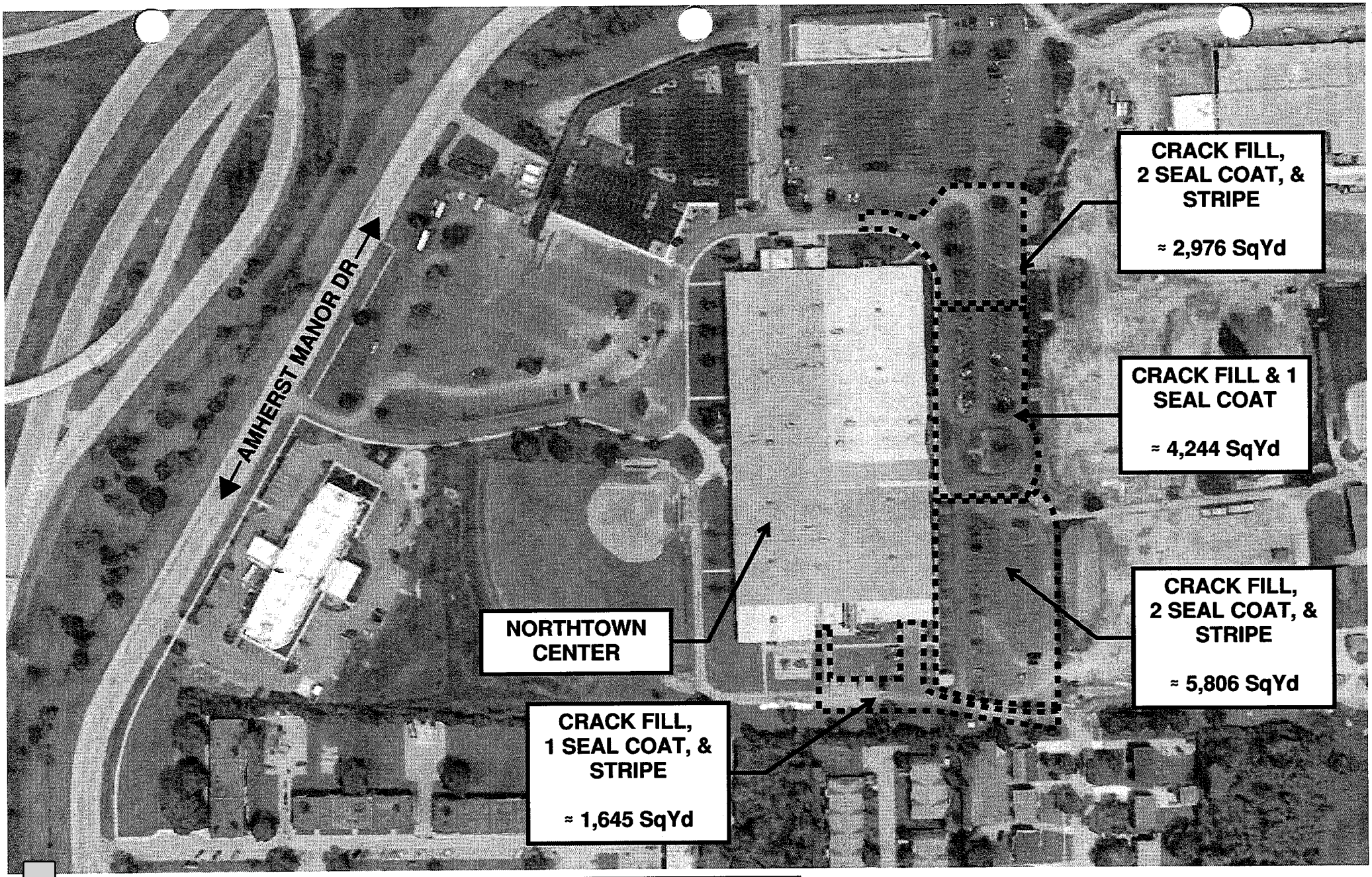

Figure 1s

Northtown Center

1615 Amherst Manor Dr, Buffalo, NY 14221

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Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

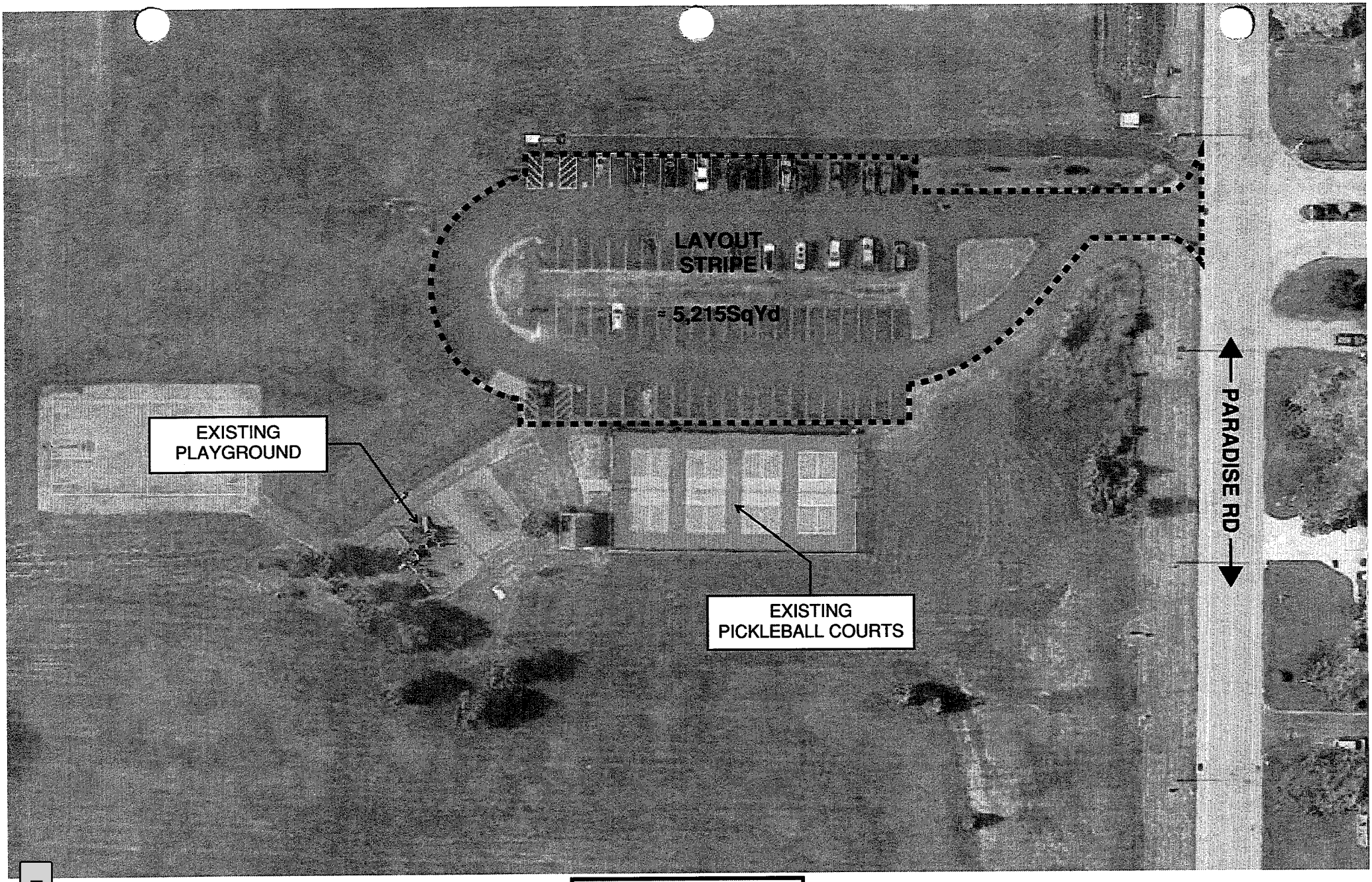

Figure 1t

Paradise Park

750 Paradise Rd, East Amherst, NY 14051

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Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

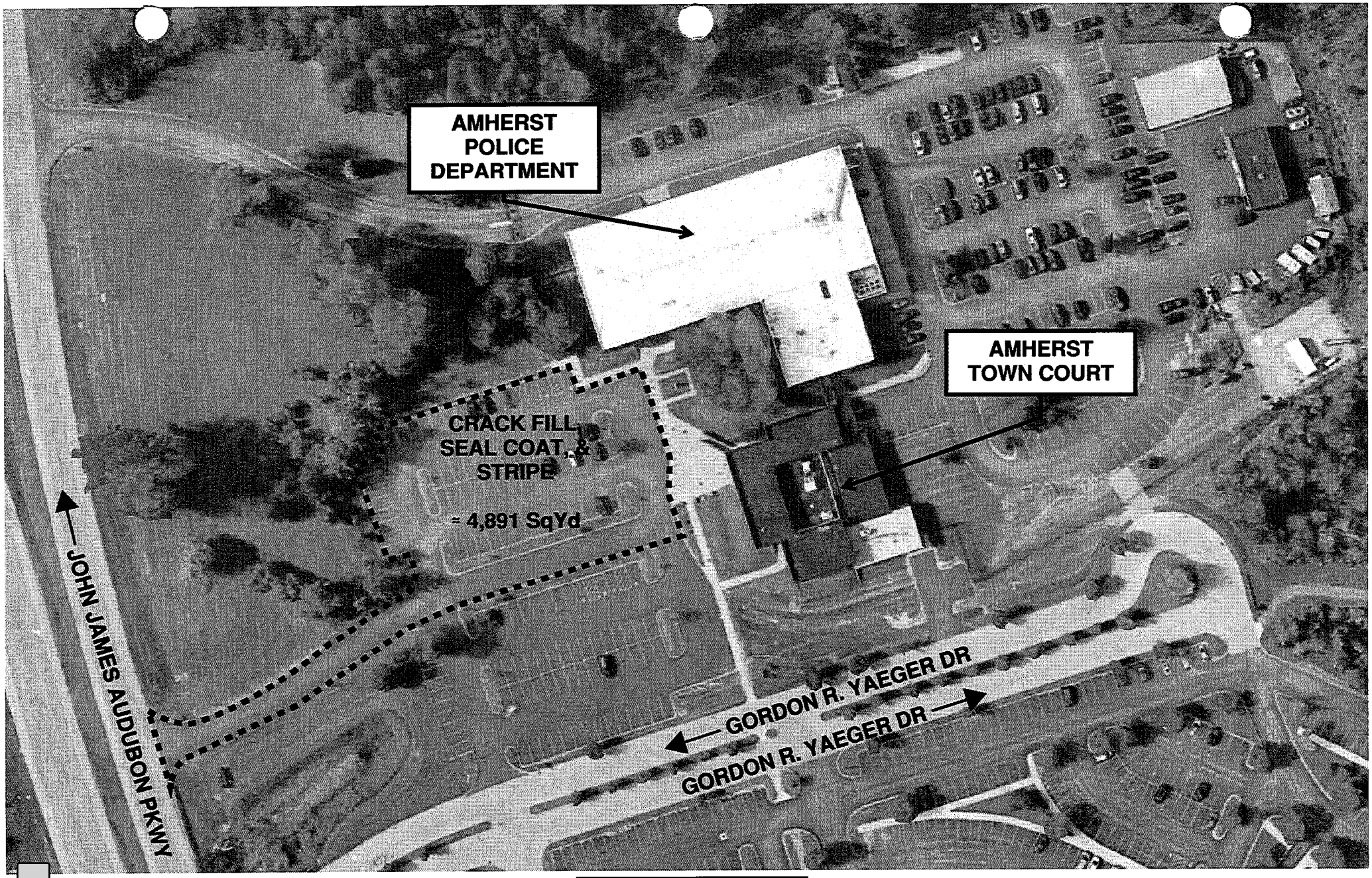

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Figure 1u

Amherst Police Department

500 John James Audubon Pkwy, Buffalo, NY 14228

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

Figure 1v

Amherst Police Department - Bailey Ave

4220 Bailey Ave, Buffalo, NY 14226

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Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

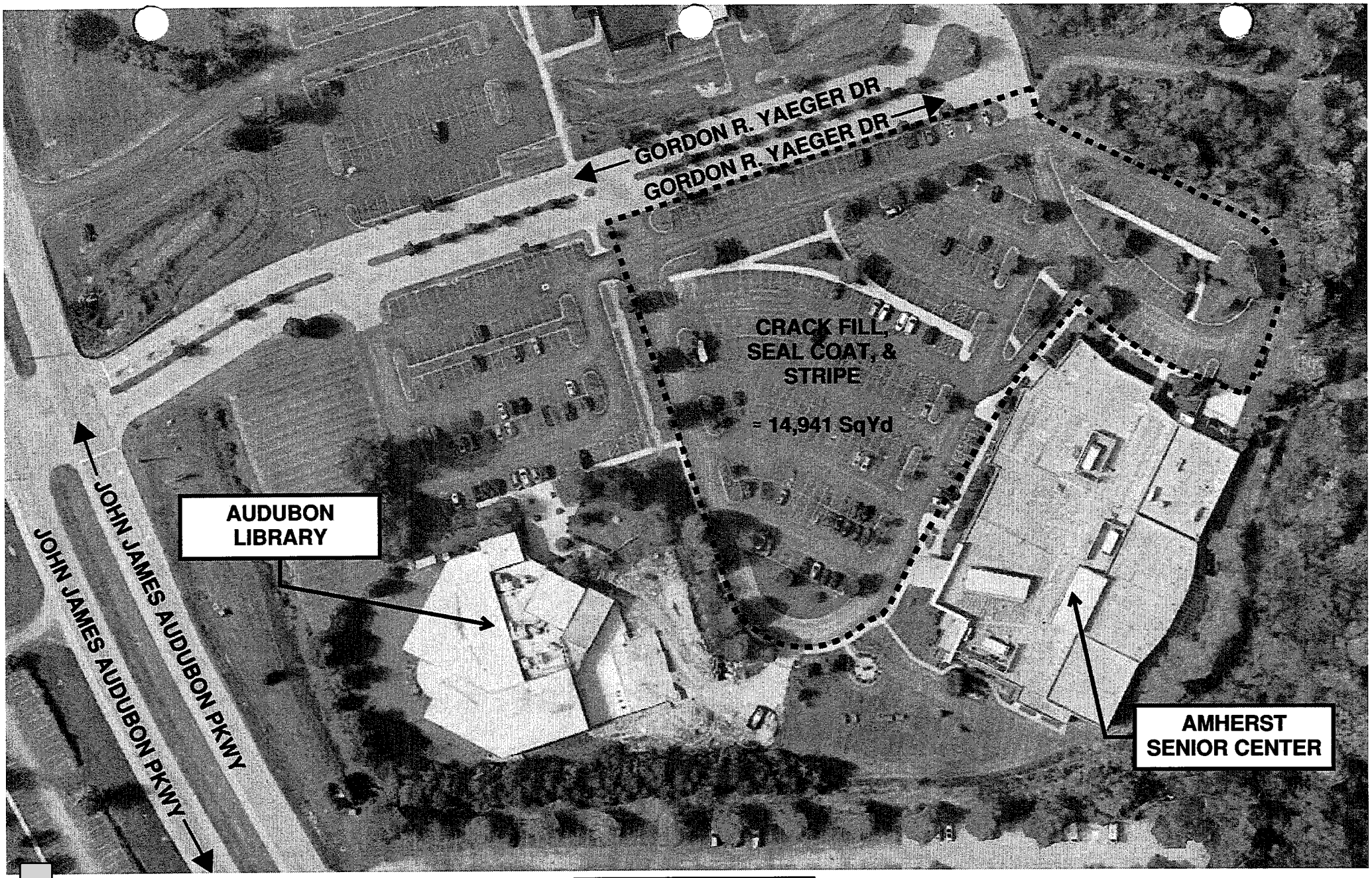

Figure 1w

Amherst Senior Center

370 John James Audubon Pkwy, Buffalo, NY 14228

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Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

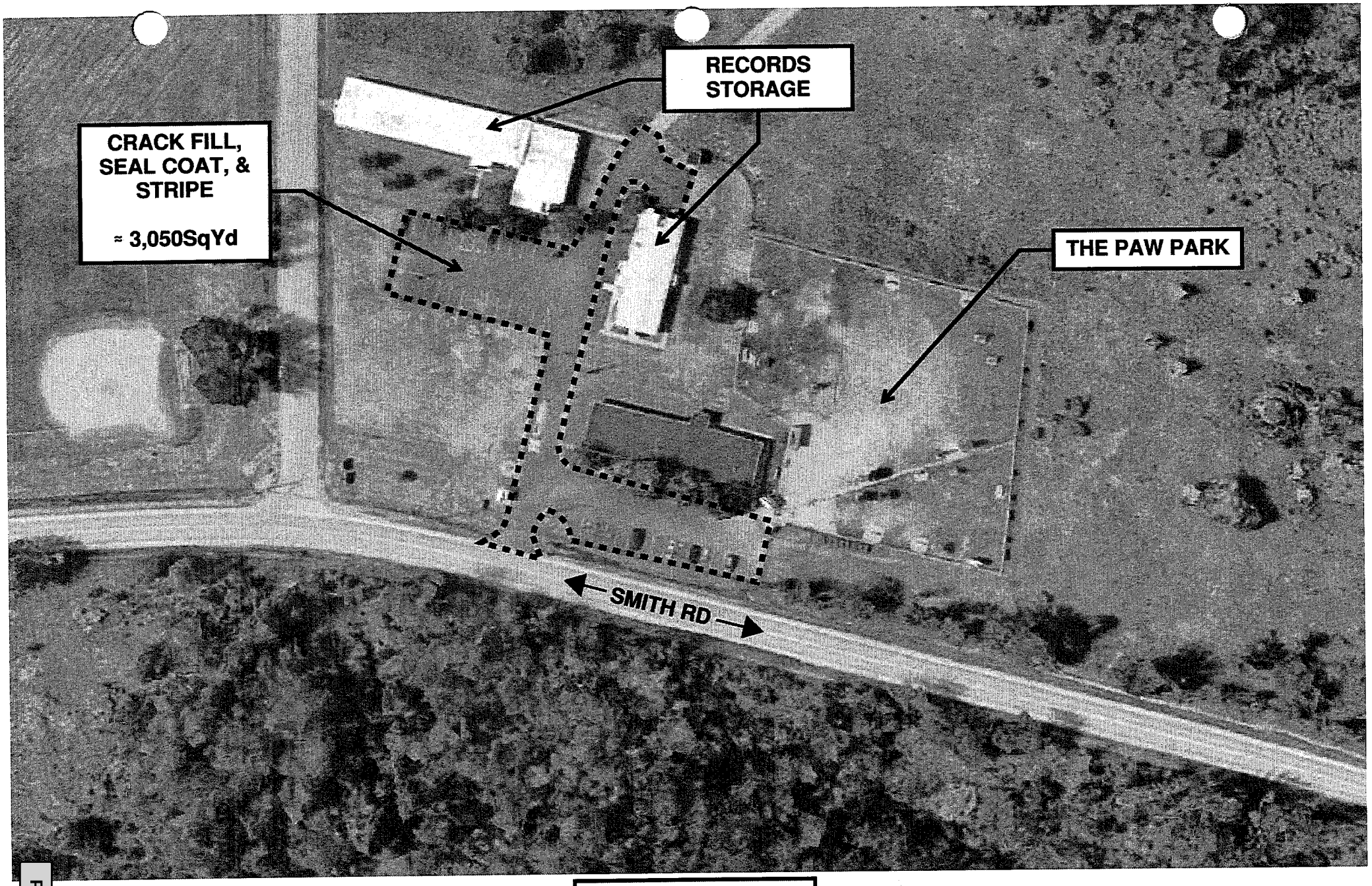

Figure 1x

Smith Road

500 Smith Rd, East Amherst, NY 14051

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Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

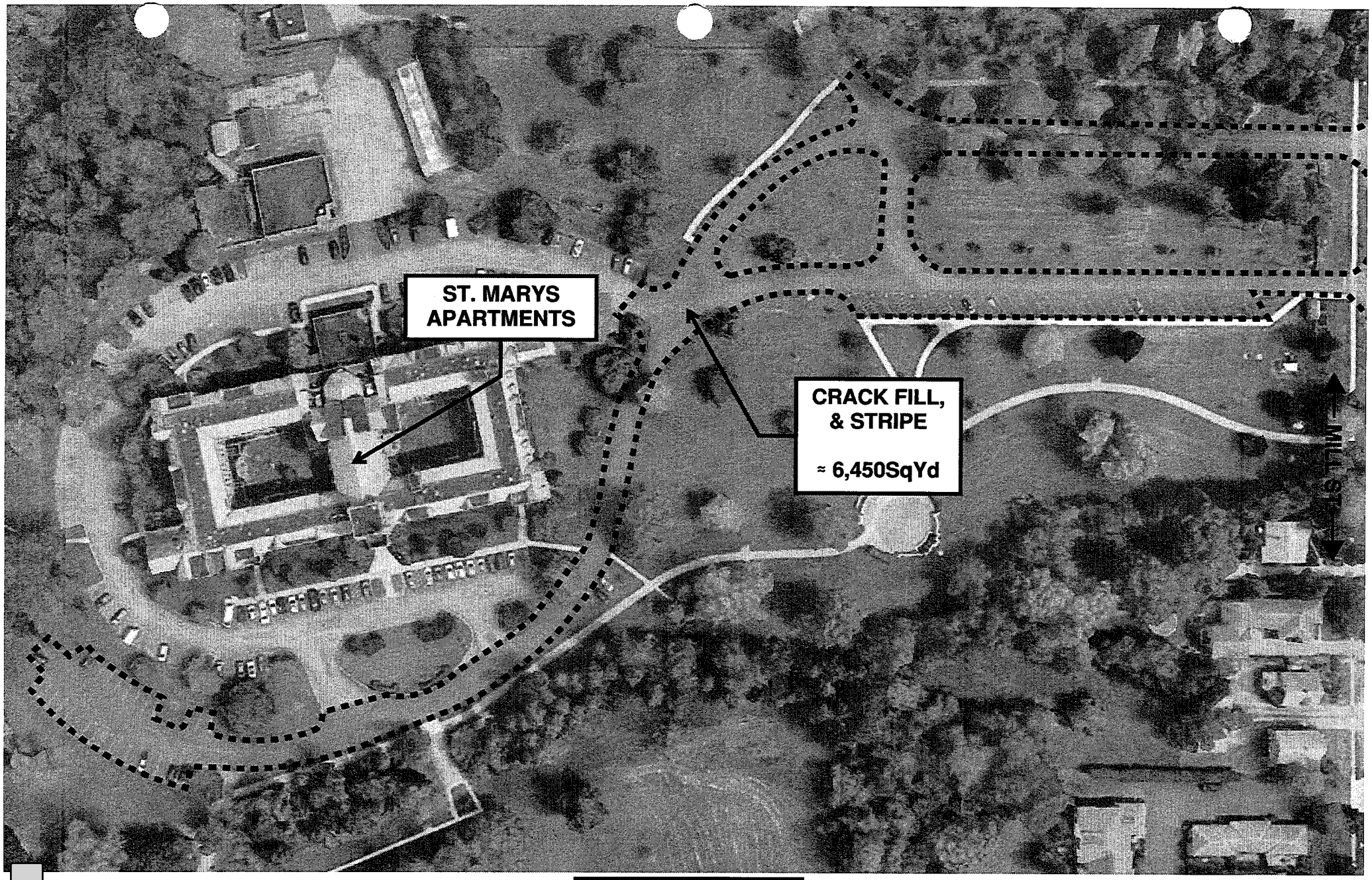

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Figure 1y

Amherst State Park

400 Mill St, Williamsville, NY 14221

Attachment: BaughmanMagicSeal (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

Town of Amherst

INVITATION TO BID

Sealing & Striping – Town of Amherst Facilities
TOA Project No. 2024-F003

Bids, as stated below, will be received and publicly opened by the Contract Compliance & Administration Department in accordance with the attached specifications. Fax bids are unacceptable.

FOUR (4) COPIES OF THIS ENTIRE BID DOCUMENT MUST BE COMPLETED (ALL SIGNATURES IN BLUE INK) AND SUBMITTED IN A SINGLE SEALED ENVELOPE TO:

Town of Amherst
Contract Compliance & Administration Dept. (2nd Floor)
5583 Main Street
Williamsville, New York 14221

- **Within each of the Four (4) bids being submitted, EACH page requiring a signature, must be an original signature, and must be signed in BLUE INK.**

Note: Lower left-hand corner of the envelope **MUST** indicate the following:

Project: Sealing & Striping – Town of Amherst Facilities

Due Date/Time: Thursday May 2, 2024 / 12:00PM

Name of Bidder: M&M ASPHALT MAINTENANCE LLC

Following documents are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

1. Notice to Bidders
2. Instructions to Bidders
3. Specifications
4. Agreement
5. Bid Form
6. Bidder's Qualifications
7. Prevailing Wage Certification
8. Non-Collusive Bidding Certification
9. Iran Divestment Act Certification
10. General Terms & Conditions
11. Assignment of Public Contracts
12. Addendum to Contract
13. Technical Specifications
    - 011000 Summary
    - 320100 Operation and Maintenance of Exterior Improvements
14. Sealing & Striping Diagrams (Figure 1)

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

Town of Amherst

NOTICE TO BIDDERS

Bid for Sealing & Striping – Town of Amherst Facilities
Project No. 2024-F003

Sealed bids for the above-mentioned project in the Town of Amherst will be received by the Contracts Compliance Administration Department in the Municipal Building, Williamsville, New York before **12:00 P.M. local time o Thursday, May 2, 2024**, at which time they will be publicly opened and read aloud in the Council Chambers, Amher Municipal Building, 5583 Main Street, Williamsville, NY, 14221. **Four (4) copies of each Bid are required to b enclosed** in an opaque sealed envelope plainly marked on the outside with the name of the Bidder, Bidder's addres the name of the Project, and the contract name and project number.

Documents can be obtained by request digitally via email to Mike Bushen - mbushen@amherst.ny.us. Documents w also be available through The Construction Exchange of Buffalo WNY - ConExBuff.com.

All bidders are encouraged to visit each location prior to bidding, as project locations are open to the public. Pleas refer to **Sealing & Striping Diagrams** located at the end of this document. It is **strongly recommended** that bidde visit each location before submitting a bid.

Requests for information (RFI) shall be made in writing via email to mbushen@amherst.ny.us no later than **April 23r** at 12:00 PM noon. Responses to RFI's will only be answered via Addendum. All bidders shall register with the tow in order to receive Addenda. To register, notify mbushen@amherst.ny.us, including project name, email addres company name, mailing address, and contact phone number. Addenda will officially; be issued directly from the Tow therefore bidders shall register with the Town to insure they receive Addenda.

The Town of Amherst reserves the right to extend this bid to other municipalities and qualifying divisions as set forth under NYGML.

Proposals shall be made and received upon the following conditions:

Upon acceptance of his Bid, if the successful bidder fails to enter into a Contract pursuant to the requirements of th Contract Documents, or fails to give the further security prescribed in this Notice, with the same time limited therei then the check/bond deposited as aforesaid and the monies standing to the credit of the same, shall be forfeited t the Town as liquidated damages, or the payment of the bond enforced for the benefit of the Town. The Town o Amherst reserves the right to waive informalities in or to reject any and all bids.

By the Order of the Town Board of
Amherst, Erie County, New York

Date: April 17, 2024

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

Town of Amherst
INSTRUCTIONS TO BIDDERS

1. **Bid shall be submitted on these Town of Amherst bid forms** or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. **FOUR (4) COPIES OF THIS ENTIRE BID DOCUMENT MUST BE COMPLETED AND SUBMITTED.**

2. **Late Proposals**. Any responses received after the date and time prescribed will not be considered for contract award.

3. **Emergency Closings**. In the event the closing of certain Town facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Town's control, only bids received in the Contract Compliance & Administration Department prior to the date and time or postmarked as of the date prescribed will be considered for contract award.

4. **Any change in wording or interlineations by a bidder of the inquiry** as published by the Town of Amherst shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.

5. **The Town of Amherst reserves the right to reject any and all bids**, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The Town does not obligate itself to accept the lowest or any other proposal.

6. **Award to the lowest responsible bidder**. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Contract Compliance & Administration Department, to present information and documentation to the Contract Compliance & Administration Department, to satisfy the Town that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.

7. **Contract(s) or purchase order(s) will be awarded** after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.

8. **This EXECUTORY CLAUSE** shall be a part of any agreement entered into pursuant to this bid:

   It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the Town of Amherst and appropriated therefore, and no liability on account thereof shall be incurred by the Town beyond the monies available and appropriated for the purpose thereof.

9. **Failure to meet project schedule** as per accepted bid may result in legal action by the Town of Amherst to recover damages.

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

10. **Prices shall be quoted F.O.B. Destination**, delivered inside (The dock or inside office). "Tailgate delivery" will not be accepted unless specified by the Town of Amherst.

11. **Collect transportation charges will not be paid by the Town of Amherst.** All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included. There will be no additional charges for delivery.

12. **No taxes are to be billed to the Town of Amherst.** Proposals shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The Town of Amherst Purchase Order is an exemption certificate. Any applicable taxes from which the Town of Amherst is not exempt shall be listed separately as cost elements, and added into the total net price.

13. **The successful respondent shall comply with all laws, rules, regulations and ordinances** of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to its performance under this contract.

14. **Gratuities, Illegal or Improper Schemes.** The Town may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any Town official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The Town may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the Town shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. **Insurance shall be procured by the Successful Bidder before commencing work,** no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in the Agreement Addendum, unless otherwise stipulated in these Bid Specifications. If the insurance is not provided in acceptable form within this period of time, then the Town may declare the vendor non-responsive and award the contract to the next responsible vendor.

16. **Any cash discount** which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. The Town of Amherst policy is to pay all claims in a timely manner within the specified time. The Town will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

17. **Bid offering material other than that of specified manufacturer or trade name** will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character and quality that it would perform and serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications or approved equal.

18. **Any additional information** for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

19. **Workmanship must meet with the approval of the department head(s) involved, and shall be first class** in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed is to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion may be rejected and shall be made good by the contractor at his own expense.

20. **Contractor shall Clean up and remove** all debris and rubbish resulting from the work and leave the premises broom-clean at the end of each work day to the approval of the Town.

21. **THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days** from the date and time of the bid opening. If a contract is not awarded within the **45-day** period, a bidder to whom the bid has not been awarded may withdraw his bid by serving written notice of his intention to do so upon the Town Architect. Upon withdrawal of the bid pursuant to this paragraph, the Town will forthwith return the bidder's security deposit.

22. **Price is Firm**. The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

23. **Extension of price protection.** Any contract entered into pursuant to this bid to supply the Town of Amherst requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful respondent and the Town of Amherst. All extensions shall be submitted in writing and shall have prior approval by the Town of Amherst.

24. **In executing this bid, the bidder affirms** that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the Town will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

25. **The undersigned shall be fully accountable** for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, Town, County or State officer or agency empowered to investigate the contract or his performance.

26. **Termination of contract:**
    a. This agreement may be terminated by either party upon seven (7) days written notice, should the party fail substantially to perform in accordance with its terms, through no fault of the party initiating the termination.
    b. At its option, the Town may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the Town.
    c. In the event of termination for any reason other than the fault of the Contractor, or the non-availability of funds as provided in the above Executory Clause, the

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

27. **The successful bidder(s) to whom the bid is awarded shall indemnify and hold harmless** the Town of Amherst and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

28. **Status as an independent contractor:** The successful Bidder to whom the bid is awarded and the Town agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the Town or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder 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 Town of any department, agency or unit thereof.

29. **Governed by New York law:** 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 for any cause of action arising out of this Agreement shall be brought in the County of Erie.

30. "A contract formed by the acceptance of this bid shall be deemed to have been let in a manner that constitutes competitive bidding consistent with state law and made available for use by other governmental entities pursuant to General Municipal Law 103 (16)"

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

SPECIFICATIONS

Sealing & Striping – Town of Amherst Facilities

Please note: Prevailing wages apply to this tax-exempt project

CONTRACT TIME

This contract is anticipated to be awarded on or about **May 13th, 2024**. As such, it is also anticipated that a Notice to Proceed (NTP) will be issued on (or prior to) **May 20, 2024**. **All associated contract work must be completed by November 1, 2024, one hundred sixty-five (165) calendar days, after issuance of NTP; therefore all work must therefore be complete no later than November 1, 2024.**

SCOPE AND DESCRIPTION OF BID ITEMS

The CONTRACTOR shall furnish all equipment, labor and materials to complete the following work items. **Please refer to Sealing & Striping Diagrams (Figure1) for location addresses**:

- Crack Fill, Seal Coating, & Striping at select locations.
- Layout Striping at select locations.
- Crack Fill & Striping at select locations.
- 1 or 2 Seal Striping at select locations.
- Crack Fill at select locations.

Note: Please prioritize drawings marked with an asterisk (*) to ensure they are completed before proceeding with the rest of the project.

CONTRACTOR is responsible for the provision and use of all required safety equipment necessary to facilitate the work.

BID DOCUMENTS AND DRAWINGS

The following bid documents, technical specifications and drawings represent shall represent the contractual obligations of the successfully awarded contractor:

1. Notice to Bidders
2. Instructions to Bidders
3. Specifications
4. Agreement
5. Bid Form
6. Bidder's Qualifications
7. Prevailing Wage Certification
8. Non-Collusive Bidding Certification

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

9. Iran Divestment Act Certification
10. General Terms & Conditions
11. Assignment of Public Contracts
12. Addendum to Contract
13. Technical Specifications
    a. 011000 Summary
    b. 320100 Operation and Maintenance of Exterior Improvements
14. Sealing & Striping Diagrams (Figure 1)

BID AWARD

1. Bidders are required to bid on all bid items.
2. Bid award will be made to the lowest responsible bidder or bidders in whole or in part.
3. The Town reserves the right to award a single contract or multiple contracts based on the lowest responsible bid per bid item or combination of bid items that the Town deems to be in its best interest.
4. The Town reserves the right to reject any and all bids, to waive any and all informalities, and the right to disregard all non-conforming, non-responsive or conditional bids.
5. The Town also reserves the right to delete bid items prior to or after award if it is deemed to be in the Town's best interest.
6. The Town reserves the right to reject any Bid not accompanied by specified documentation and bid security. **In order to be considered a responsible bidder, the attached Prevailing Wage, Non-Collusive Bidding and Iran Divestment Act Certificates must all be signed and dated by the bidder and dated prior to submitting the bid.**
7. The Town reserves the right to reject any bid that shows any omissions, alterations of form, additions not called for, conditions or qualifications, or irregularities of any kind.
8. The Town reserves the right to reject any bid that, in its sole discretion, is considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item.
9. The Town reserves the right to reject any bid that, in its sole discretion, is based on alternate materials or equipment or components where the quality and/or performance and/or specifications of those items is deemed to be lesser when compared to the basis of design components.

SUCCESSFUL BIDDER SHALL

1. Provide adequate number of skilled workers who are trained and experienced in the necessary crafts.
2. Secure all necessary work permits.
3. Repair any damage that occurs during construction to existing utilities, paving, curbs or lawn to the owner's satisfaction at no cost to the owner.
4. Visit the work site and take pictures to familiarize himself with the conditions prior to commencing work.

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

AWARDING OF CONTRACT

1. Bidders shall not, at any time, after submission of bids, dispute or complain of the aforesaid schedule or assert that a misunderstanding existed regarding either the amount or character of the work to be performed and shall not make claim for loss of work or profits due to a difference in estimated quantities and actual work performed. The Town of Amherst reserves the right to increase or decrease the amount of work to be performed at its discretion.

2. Successful bidder shall at all times, be cognizant of the fact that he is a representative of the Town of Amherst. In dealing with the public every courtesy must be extended at all times. Employees are expected to act in a businesslike and efficient manner during the performance of their tasks.

3. Accepted industry safety standards shall be maintained at all times. Short cuts, which sacrifice safety procedures, will not be allowed. Barricades and traffic control devices will be provided by the contractor.

4. All work will be prescheduled with a Town of Amherst representative.

5. The contractor shall complete all work on purchase orders issued them within thirty (30) days of date of said purchase order.

6. There will be no night work. Work will be performed only during the hours of 7:00am through 5:00pm unless arrangements are made with building owner before work begins.

PERSONNEL AND EQUIPMENT OPERATORS

Contractor is to have a foreman onsite at all times. The operators must be well trained in the operation of the equipment and must be skilled in the performance of all phases of the work required to be done.

CONDITION OF EQUIPMENT

Equipment utilized by the contractor must be in good operating condition and maintained in such condition while performing the work required under any resultant contract.

WARRANTY

The contractor agrees to guarantee all work, labor, services and materials and equipment for the period of two year(s). Any and all defective workmanship or materials shall be replaced by the contractor at no cost to the Town for a period of two (2) years from the date of invoice for the associated purchase and/or installation.

WORK EXPERIENCE

The successful bidder will have to show evidence that their company has equipment and experience necessary to perform the required work.

COMMENCEMENT AND DURATION OF WORK

Weather permitting; the successful bidder will be required to begin work within fourteen (14) days after receipt of Notice to Proceed from the Town of Amherst. Thereafter, until completion

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

of the job, work shall be continuous unless the designated Town representative determines that operations shall be temporarily suspended. All work will be done Monday through Friday 7am – 5pm unless other arrangements are made prior to work commencing.

BID CONDITIONS

1) Bids must be made upon the blank bid forms provided. **Four (4) copies** of each Bid are required to be enclosed in an opaque sealed envelope plainly marked on the outside with the name of the Bidder, his address, the name of the Project, and the contract name or number.
2) The blank spaces in the proposals must be filled in as noted and no change shall be made in phraseology of the bid or in the item(s) mentioned therein.
3) The bidder must to present evidence of experience, ability, as well as a statement as to employees and machinery.
4) In case of a difference between the stipulated amount of the proposal written in words and the stipulated amount written in figures, the stipulated amount in words shall govern.

EXECUTION OF CONTRACT

The successful bidder will be required to sign the contract and to comply in all respects with the statutory provisions relating to the contract within fifteen (15) days after the approval date by the Amherst Town Board.

DAMAGE

The contractor will be held responsible for all damage incurred to the project site(s) and/or the surrounding areas (public or private) such as, but not limited to: lawn damage, rutting, structural damage to buildings, structures, fences, sidewalks, driveways, etc. The contractor will, in the event of any damage, notify the Town immediately and shall make the necessary repairs by qualified personnel within a reasonable amount of time, or if agreed to by both parties, the Town will have the necessary repairs made and the Contractor will be billed for said repairs. Payments during that corrective work period shall be held until such time as the necessary repairs have been made and approved by the Town.

PAYMENTS

The Contractor shall invoice the Town of Amherst monthly based on completed progress. All certified payrolls must be provided to the Town with each Contractor invoice. Please note that no payments shall be made on invoices that do not include the certified payrolls associated with the work. The Town will pay all complete invoices within thirty (30) days of receipt. **Invoices received more than ninety (90) days after completion of work will not be accepted.** Please note that the Town of Amherst is exempt from the payment of New York State Sale Tax.

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies in or omissions from the specifications, he may submit to the Town Architect a written request for an interpretation or correction thereof. Such request shall be made no later than thirteen (13) days prior to the date of opening bids. The Town Architect shall respond to such request at least five (5) days prior to the date for opening bids by means of an addendum which shall be forwarded to all prospective bidders.

POLITICAL SUBDIVISION EXTENSION

Political subdivisions and districts located wholly or partially within New York State may make material purchases from this bid within the same Terms and Conditions. Pursuant to General Municipal Law 103 (3), procurements through the Town of Amherst by political subdivisions and districts utilizing this bid are exempt from competitive bidding. This extension does not express or imply any guarantee nor does it bind the Town of Amherst contractually to purchases made by political subdivisions, districts or adjoining counties. The Town of Amherst grants the right, with vendor concurrence, to allow any county agency, department, and municipality or other eligible organization authorized under NYS General Municipal Law to participate under the award of this purchase or contract. However, it is understood that the extension of such contracts are entirely at the discretion of the vendor and the vendor is only bound to any contracts between the Town of Amherst and the vendor. This proposal in part or in whole shall become the basis of awarded contract and must meet all applicable standards set forth under NY GML and or local resolutions or updated versions thereof. Extension of contract terms to another entity is strictly between the vendor and participating entities and the Town of Amherst will be held harmless from any such activity. The Town of Amherst reserves the right to be informed of any such activity without obligation, written or implied.

END OF SPECIFICATIONS

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

TEMPORARY FACILITIES AND CONTROLS

Collection and Disposal of Waste: Contractor shall be responsible for removal of waste.

- Contractor will collect waste from their construction areas and elsewhere daily.
  - Comply with requirements of NFPA 241 for removal of combustible waste material and debris. The owner will enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly.
  - The Contractor will provide waste-collection containers in sizes adequate to handle waste from construction operations.
  - Landfill Receipts: When applicable, submit copy of receipts and manifests issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

Site Usage and Protection: Contractor is responsible to protect existing items.

- Contractor shall provide temporary enclosure fencing and barriers, when indicated in phasing or logistic drawings. Contractor shall provide temporary enclosures to protect building from construction areas during construction work.
- Contractor shall be responsible for protecting existing building components and existing site items (such as vegetation and trees)

Other Considerations

Contractor shall be responsible for the following items:

- Secure lockup of its own tools, materials, and equipment.
- Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.
- Temporary Generator if electrical power is not been installed to the site.
- All supplemental extension cords, lighting, tools and tool storage necessary to complete the Work.
- Parking
  - Parking is available on-site for contractor use. Contractor shall follow all applicable parking and vehicular laws, and shall not block accessible parking, accessible routes to/from the building or other site amenities. Contractor shall not drive on or park on vegetated or lawn areas.
- Elevators
  - Use of existing elevators is not applicable to this project.

At Substantial Completion: Contractor shall repair, renovate, and clean permanent facilities related to their contract used during construction period.

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

CUTTING AND PATCHING

DEFINITIONS

Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.

Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:

1. Primary operational systems and equipment.
2. Air or smoke barriers.
3. Fire-suppression systems.
4. Mechanical systems piping and ducts.
5. Control systems.
6. Communication systems.
7. Conveying systems.
8. Electrical wiring systems.

Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

Temporary Support: Provide temporary support of Work to be cut.

Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

General Execution: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

- Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

- In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
- Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
- [Concrete] [Masonry]: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
- Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
- Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
- Proceed with patching after construction operations requiring cutting are complete.

Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

- Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
- Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    - Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - Restore damaged pipe covering to its original condition.

Cleaning: Clean areas and spaces where cutting and patching are performed or where work of this contract has left residue or materials on existing adjacent buildings. Completely remove paint, mortar, oils, putty, and similar materials.

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

Town of Amherst
AGREEMENT

This AGREEMENT, made as of the _____day of _____ by and between _____, hereinafter referred to as the CONTRACTOR, and the Town of Amherst, a municipal corporation of the State of New York, hereinafter referred to as the Town of Amherst:

WHEREAS, in accordance with public open competitive bidding, sealed proposals were received and publicly opened by the Town of Amherst Contract Compliance & Administration Department on **May 2nd, 2024** ; and

WHEREAS, a contract is herewith awarded to the Contractor by the Town of Amherst, in accordance with the provisions therein contained; and

WHEREAS, the Notice to Bidders and Specifications make provisions for entering into a proper and suitable contract in connection therewith;

NOW, therefore, the Contractor does hereby for its heirs, executors, administrators and successors agree with the Town of Amherst that, the Contractor shall for the consideration mentioned, and in the manner set forth in Accepted Invitation to Bid Project No. **2024-F003**, Specifications hereto, furnish the equipment and materials and perform the work and services described in the Accepted Bid for the above sum and upon completion and approval of the work, as per specifications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

OWNER:

TOWN OF AMHERST, NEW YORK

By _____
Town Supervisor

CONTRACTOR:

M&M ASPHALT MAINTENANCE LLC

BRIAN MILLIGAN

(Address)
7611 E. EDEN RD. EDEN NY 14057

PRESIDENT

(Title)

(Seal if by Corporation)

_____
Town Attorney

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

Sealing & Striping – Town of Amherst Facilities
TOWN PROJECT NO. 2024-F003

BID FORM

Amounts to be shown in both words and numerals. In case of discrepancy, amounts shown in words will govern.

Bidder: M&M ASPHALT MAINTENANCE LLC

Bid to: Town of Amherst – 5583 Main Street, Williamsville, NY 14221

Project ID: Sealing & Striping – Town of Amherst Facilities

Project No: 2024 – F003

Bid From: Name: BRIAN MILLIGAN

Address: 7611 E. EDEN RD

EDEN, NY 14057

Phone: 716-771-6290

Fax Number: N/A

Bidder agrees that the Work will be completed on or before the dates or within the number of days indicated in the Specifications. Bidder accepts the provisions of the Agreement in the event of failure to complete the Work on time.

SEE NEXT PAGE

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

5 - Bid Form

Figure 1	Town of Amherst Facilities	Work	Approx. SqYd (≈)	Total Price $
Figure 1a	Amherst Town Hall - Front 5583 Main St, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 2,760 SqYd	Four thousand, fine hundred and thirty Dollars and - Cents ($ 4,530)
Figure 1b	Amherst Town Hall - Back 5583 Main St, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 4,115 SqYd	Five thousand, nine hundred and ten Dollars and - Cents ($ 5,910)
Figure 1c	Harlem Rd Community Center 4255 Harlem Rd, Amherst, NY 14226	Crack Fill, Seal Coat, & Stripe	≈ 5,746 SqYd	Seven thousand, four hundred and ninety Dollars and - Cents ($ 7,490)
Figure 1d	Clearfield Recreation Center 730 Hopkins Rd, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 7,993 SqYd	Nine thousand, nine hundred and ninety-five Dollars and - Cents ($ 9,995)
Figure 1e	Eggertsville Library 4622 Main St, Snyder, NY 14226	Crack Fill, Seal Coat, & Stripe	≈ 1,890 SqYd	Three thousand, four hundred and fifty Dollars and - Cents ($ 3,450)
Figure 1f	30 S. Cayuga - Front 30 S. Cayuga Rd, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 570 SqYd	One thousand, two hundred Dollars and - Cents ($ 1,200)
Figure 1g	30 S. Cayuga - Back 30 S. Cayuga Rd, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 1,026 SqYd	Two thousand, four hundred and forty Dollars and - Cents ($ 2,440)
Figure 1h	Audubon Driving Range 500 Maple Rd, Buffalo, NY 14221	Crack Fill & Stripe	≈ 1,559 SqYd	Four hundred and fifty Dollars and - Cents ($ 450)

5 - Bid Form

Figure 1	Town of Amherst Facilities	Work	Approx. SqYd (≈)	Total Price $
Figure 1i	Audubon Golf Course 500 Maple Rd, Buffalo, NY 14221	Stripe	≈ 9,874 SqYd	One thousand two hundred Dollars and - Cents ($ 1,200)
Figure 1j	Audubon Library 350 John James Audubon Pkwy, Buffalo, NY 14228	Crack Fill, Seal Coat, & Stripe	≈ 5,264 SqYd	Seven thousand, two hundred and eighty Dollars and - Cents ($ 7,280)
Figure 1k	Amherst Town Court 400 John James Audubon Pkwy, Buffalo, NY 14228	Crack Fill, Seal Coat, & Stripe	≈ 2,165 SqYd	Three thousand, five hundred and ninety Dollars and - Cents ($ 3,590)
Figure 1l	Bassett Park 359 Klein Rd, Williamsville, NY 14221	Stripe	≈ 3,511 SqYd	eight hundred and fifty Dollars and - Cents ($ 850)
Figure 1m	Billy Wilson Park 1290 Hopkins Rd, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 3,051 SqYd	Four thousand, nine hundred and twenty Dollars and - Cents ($ 4,920)
Figure 1n	Clearfield Library 770 Hopkins Rd, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 4,189 SqYd	Six thousand, three hundred and ninety Dollars and - Cents ($ 6,390)
Figure 1o	Amherst Highway Department 1042 N. Forest Rd, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 11,657 SqYd	Twenty-one thousand, nine hundred and fifty Dollars and - Cents ($ 21,950)
Figure 1p	Amherst Highway Department 1042 N. Forest Rd, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 16,505 SqYd	Twenty-four thousand, three hundred and fifty Dollars and - Cents ($ 24,350)
re 1q	North Forest Pool 85 N. Forest Rd, Buffalo, NY 14221	Stripe	≈ 3,476 SqYd	Eight hundred and fifty Dollars and - Cents ($ 850)

5 - Bid Form

Figure 1	Town of Amherst Facilities	Work	Approx. SqYd (≈)	Total Price $	
Figure 1r	North Forest Pool 85 N. Forest Rd, Buffalo, NY 14221	Stripe	≈ 2,497 SqYd	Eight hundred and fifty Dollars and - Cents	($ 850)
Figure 1s	Northtown Center 1615 Amherst Manor Dr, Buffalo, NY 14221	See Figure 1r	≈ 14,671 SqYd	Twenty-three thousand, five hundred and ninety-five Dollars and - Cents	($ 23,595)
Figure 1t	Paradise Park 750 Paradise Rd, East Amherst, NY 14051	Layout & Stripe	≈ 5,215 SqYd	Nine hundred and fifty Dollars and - Cents	($ 950)
Figure 1u	Amherst Police Department 500 John James Audubon Pkwy, Buffalo, NY 14228	Crack Fill, Seal Coat, & Stripe	≈ 4,891 SqYd	Six thousand, four hundred and forty Dollars and - Cents	($ 6,440)
Figure 1v	Amherst Police Department - Bailey Ave 4220 Bailey Ave, Buffalo, NY 14226	Crack Fill & Stripe	≈ 2,868 SqYd	One thousand five hundred Dollars and - Cents	($ 1,500)
Figure 1w	Amherst Senior Center 370 John James Audubon Pkwy, Buffalo, NY 14228	Crack Fill, Seal Coat, & Stripe	≈ 14,941 SqYd	Seventeen thousand, two hundred and fifty Dollars and - Cents	($ 17,250)
Figure 1x	Smith Road 500 Smith Rd, East Amherst, NY 14051	Crack Fill, Seal Coat, & Stripe	≈ 3,050 SqYd	Four thousand, eight hundred twenty Dollars and - Cents	($ 4,820)
Figure 1y	Amherst State Park 400 Mill St, Williamsville, NY 14221	Crack Fill & Stripe	≈ 6,450 SqYd	Three thousand, four hundred Dollars and - Cents	($ 3,400)

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

5 - Bid Form

Other	Description	QTY	Total Price $	
Total Price for additional painted lines on any Town owned site	Per Linear Foot	Estimate 500 ft	- Dollars and Thirty five cents Cents	($ .35)
Other	**Description**	**QTY**	**Total Price $**	
Total Price for additional mobilization for paitning control lines on any Town owned site	-	Estimate 2	Two hundred and fifty Dollars and - Cents	($ 250)
Other	**Description**	**QTY**	**Total Price $**	
Total Price for one additional painted symbol (letter or accesible) on any Town owned site	-	Estimate 5	Twenty five Dollars and - Cents	($ 25)

A Partnership

By _____
(Firm Name)

_____
(Partner's Signature)

License or Registration Number: _____

Business Address: _____

Phone No.: _____

Email Address: _____

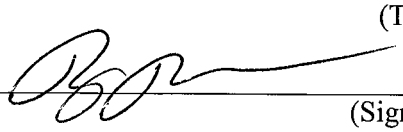
A Corporation

By M&M ASPHALT MAINTENANCE LLC
(Corporation Name)

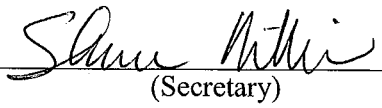
NEW YORK
(State of Incorporation)

By BRIAN MILLIGAN
(Name of Officer Authorized to Sign)

PRESIDENT
(Title)


(Signature)

(CORPORATE SEAL)

Attest 
(Secretary)

License or Registration Number: 46-0527058

Business Address: 7611 E. Eden Rd. Eden NY 14057

Phone No.: 716-771-6290

Email Address: mmasphaltmaintenance@gmail.com

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

CORPORATE FORM

Official Corporate Name M&M ASPHALT MAINTENANCE LLC

Official Business Address 7611 E EDEN RD. EDEN NY 14057

Incorporated Under laws of State of NEW YORK

Certificate of Incorporation filed in the Office of the Clerk of the County of ERIE

Date of Incorporation 6/27/2012

Name, address and Official Title of Principal Officers of Corporation and Stockholders with ten percent (10%) or more of stock.

BRIAN MILLIGAN 100%

Names/addresses/phone nos. of Individuals or Firms for whom similar work has been done:

Name and Location of Work	Responsible Official/Phone	Engineers/ Architects	Date of work	Cost
Curbell Medical 20 Centre Dr, Orchard Park, NY 14127	Tom Bieniek	716-289-4938	2023	$62,364
Nestlé PURINA 3800 Middle Rd #3800, Dunkirk, NY 14048	Jim Pasquale	716-363-8614	2023	$69,111.83
Beechwood Continuing Care 2235 Millersport Hwy, Getzville, NY 14068	Jim Zarby	716-810-7221	2023	$99,585
Fichte, Endl, & Elmer Eyecare 6500 Porter Road Niagara Falls 14304	Pam Phillips	716- 282-1114	2023	$19,245
Realty Performance Group	Multi locations WNY	Jeff Hawkes	716-204-2771	2023 $23,850
Oakridge Dr. West Seneca NY	Pedro Ramos	716-259-4015		2023 $17,753.44

List Financial References:

Gernatt Asphalt Neil Stern 716-532-3371

New Enterprise Stone and Lime Cheryl 716-826-7310

Seal Master Buffalo 716-891-4197

Any additional information which may be of mutual benefit to both CONTRACTOR and Town of Amherst list on separate sheet and attach.

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

CERTIFICATE OF EQUIPMENT

I Brian Milligan hereby certify that

MaM Asphalt Maintenance LLC are the owners or lessee of the

equipment necessary for the execution of this Contract, and further certify that _____

are fully prepared with the necessary capital, materials, and machinery to conduct this

work as herein specified. The equipment available for the execution of this Contract is listed below:

2021 RAM 3500 FLATBED, 2023 CHEVY SERVICE BODY, ISUZU BOX TRUCK

TOW BEHIND CRAFCO CRACK SEALER WITH HEATED WAND,

7,500 GALLON SEALCOAT TANK 750, 750, 575 GALLON SEALER TRAILERS

GRACO STRIPING MACHINES POWER SWEEPERS & BLOWERS

2016 DUAL SEALMASTER SQUEEGE MACHINE

MaM Asphalt Maintenance LLC
Name of Bidder

BY Brian Milligan

President
Title

Witness

END OF SECTION

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

Town of Amherst

PREVAILING WAGE CERTIFICATION

In bidding this project as required in the bid documents, we hereby certify the following **by initialing the box and signing below.** Failure to include this completed form signed shall invalidate the bid.

SCHEDULE OF STATE MINIMUM WAGE RATES

A. The labor on this Contract shall be performed in all respects in full accordance with the Labor Law of the State of New York. In accordance with Section 220, Subdivision 3, and Section 220-D, of the Labor Law, the Industrial Commissioner has designated as the minimum hourly rates to be paid to employees on this Work the rates shown on the schedule that can be found at the following link:

https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1566586 **Reference Number: PRC# 2024004067**

B. Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages and supplements to be paid to all laborers, workmen and mechanics employed on public work projects, at the time the work is performed. The amount of supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements.

C. The CONTRACTOR shall make provisions for disability benefits, workmen's compensation, unemployment insurance and social security as required by law.

BM **By initialing this box, we hereby certify and acknowledge that this bid has been prepared in accordance with the above provisions.**

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 30 day of 4, 20 24

FIRM NAME M&M ASPHALT MAINTENANCE LLC FEDERAL ID NO. 46-0527058

ADDRESS 7611 E EDEN RD EDEN NY 14057

AUTHORIZED SIGNATURE [signature]

PRINTED NAME OF AUTHORIZED SIGNATURE Brian Milligan

TITLE PRESIDENT TELEPHONE NO. 716-771-6290

EMAIL ADDRESS: mmasphaltmaintenance@gmail.com

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

Town of Amherst

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE
(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT THE FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 30 day of 4, 20 24

FIRM NAME M&M ASPHALT MAINTENANCE LLC

ADDRESS 7611 E EDEN RD

EDEN, NY ZIP 14057

AUTHORIZED SIGNATURE

PRINTED NAME OF AUTHORIZED SIGNATURE Brian Millison

TITLE President TELEPHONE NO. 716-771-6290

EMAIL ADDRESS: mmasphaltmaintenance@gmail.com

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

9 – Iran Divestment Act

EXHIBIT "I"

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 provisior 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: M&M ASPHALT MAINTENANCE LLC

Signature: [signature]

Print Name: BRIAN MILLIGAN

Title: PRESIDENT

Date: 4-30-2024

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

GENERAL TERMS & CONDITIONS

TOWN OF AMHERST CERTIFICATE OF INSURANCE

Minimum Insurance Standards for Contractors
Engaged in Construction Projects

A. The subscribing insurance company certifies to the **Town of Amherst, 5583 Main Street, Williamsville, NY 14221,** that insurance policies as described below have been issued to the insured named below and are in force at this time:

Description of Work: Sealing & Striping
Town of Amherst Facilities

A. Major Construction and Maintenance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Primary Contact at Broker
Broker Name Address Address Phone Number	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED Insured Name Address Address Phone Number	INSURER A: Insurer Name 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
	COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE X OCCUR X Includes XCU X Blanket Contractual Al GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	##########	##/##/####	##/##/####	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000 MED EXP (Any one person) $ 5,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 2,000,000 $
	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	##########	##/##/####	##/##/####	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $ 10,000	X	X	##########	##/##/####	##/##/####	EACH OCCURRENCE $ 5,000,000 AGGREGATE $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			SUBMIT proof of Workers Compensation and disability as per examples attached			PER STATUTE OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	Cyber Liability			##########	##/##/####	##/##/####	Per Claim $1,000,000 Aggregage $1,000,000

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

Town of Amherst is included as an additional Insured. Coverage applies on a Primary and Non-Contributory Basis for all ongoing and completed operations.

CERTIFICATE HOLDER	CANCELLATION
Town of Amherst 5583 Main Street Williamsville, NY 14221	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signed by Broker

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

SAMPLE

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

QUALIFICATIONS OF BIDDERS

Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment and shall possess sufficient capital to properly execute the work within the time allowed. As evidenced of their competency to perform the Work, Bidder shall complete and submit with their Bid, the statement of Bidder's qualifications and resources, which is bound in the Project Manual. Low Bidders may be asked to furnish additional data to demonstrate competency. Bids received from Bidders who have previously failed to complete similar work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show that he has the necessary ability, plant and/or equipment to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the time specified. A Bid may be rejected if Bidder is already obligated for the performance of other work that would delay the commencement, prosecution, or completion of the Work defined herein.

CONTRACTOR AND PARTY-IN-INTEREST INSURANCE

The CONTRATOR or Party-in-Interest shall procure and maintain at his own expense, and without expense to the **Town of Amherst**, until final acceptance by the **Town of Amherst** of the work covered by the Contract, and thereafter at such times during the one-year period that the CONTRACTOR or Party-in-Interest shall return to the project site to correct defects or complete any items under the Contract, insurance for liability for damages imposed by law, of the kinds and in the amount hereinafter provided, from insurance companies authorized to do such business in the State of New York, covering all operations under the Contract, whether performed by him or by subcontractors. Before commencing the work, the CONTRACTOR or Party-in-Interest shall furnish to the **Town of Amherst**, a certified copy of the original policy, and such number as the **Town of Amherst** may request of a Certificate or Certificates of Insurance in form satisfactory to the **Town of Amherst** which certificate or certificates shall provide that in the event of cancellation, change or non-renewal of the policies, the company will give thirty (30) days advance written notice to the Town of Amherst at the address listed above.

WORKER'S COMPENSATION INSURANCE

A policy covering the obligations of the Contract in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Worker's Compensation Law covering all operations under the Contract, whether performed by him or his subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing the same shall secure compensation coverage for the benefit of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Worker's Compensation Law. (State Finance Law, Section 142).

DISABILITY BENEFITS

A policy covering the obligations of the CONTRACTOR of Party-in-Interest in accordance with Article 9 of the Workmen's Comp Law.

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

LIABILITY AND PROPERTY DAMAGE INSURANCE

Unless otherwise specifically required by the special specifications, each policy with limits of not less than:

BODILY INJURY – LIABILITY		PROPERTY DAMAGE – LIABILITY	
Each Occurrence	Aggregate	Each Occurrence	Aggregate
$1,000,000	$2,000,000	$1,000,000	$2,000,000

For all damages arising during the policy period, shall be furnished in the types specified, via:

1. CONTRACTOR'S General Liability Insurance issued to and covering the Contractor's and Owner's Liability for damages imposed by law upon the CONTRACTOR, OWNER or Party-in-Interest with respect to all work performed by him under this Contract;
2. CONTRACTOR'S Liability Insurance issued to and covering the Contractor's and Owner's Liability for damages imposed by law upon the CONTRACTOR, OWNER OR Party-in-Interest with respect to all work under this Contract performed for the CONTRACTOR or Party-in-Interest by subcontractors;
3. The CONTRACTOR'S Liability Insurance SHALL explicitly cover the Liability for damages imposed by law upon the **Town of Amherst** with respect to all operations under this Contract by the CONTRACTOR, the Party-in-Interest; or by his subcontractors, including omissions and supervisory acts of the **Town of Amherst** and the Agents and employees of the insured. Such insurance shall name as additional primary insured or insureds on a non-contributory basis the person, persons or corporation specified in the Contract and the **Town of Amherst** and/or agents, inspectors and employees of any municipal body or public utility which may have granted permits in connection with the work;
4. Contractual Liability Insurance issued to and covering the liability imposed by Contract upon the **Town of Amherst** for work performed on private land with respect to all operations under this Contract by the CONTRACTOR, the Party-in-Interest or by his subcontractors.

FIRE INSURANCE AND UMBRELLA COVERAGE

The CONTRACTOR or Party-in-Interest shall effect and maintain insurance against loss by fire, extend coverage perils such as windstorms, etc., vandalism and malicious mischief, upon all work in place, and all materials stored at the building site, whether or not covered by partial payments made by the **Town of Amherst**. This insurance shall be in an amount equal to the full insurance value thereof at all times, and shall be for the benefit of the **Town of Amherst**, the CONTRACTOR, Party-in-Interest, and such subcontractors and materialmen as their interest may respectively appear. The **Town of Amherst** shall be furnished with a certified copy of the policy before the work has started.

CONTRACTOR'S AUTO LIABILITY & PROPERTY DAMAGE INSURANCE

The CONTRACTOR or Party-in-Interest shall procure and shall maintain during the life of this contract, Automobile Bodily Injury Liability Insurance in the amount of not less than $1,000,000 for injuries, including accidental death, in an amount not less than $1,000,000 on account of one accident and Automobile Property Damage Liability Insurance in an amount not less than $1,000,000.

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

INDEMNITY

To the fullest extent permitted by law, the CONTRACTOR or Party-In-Interest shall defend, protect, indemnify and save harmless the **Town of Amherst,** its Architects, Consulting Engineers, agents, servants and employees from any and all damages or claims whatsoever, occasioned or caused to any person, partnership, association or corporation, or occasioned or caused to any property, arising out of or from the negligence, failure to act, or want of care of supervision of the CONTRACTOR, Party-In-Interest and/or the **Town of Amherst**, its Architects, Consulting Engineers, agents, servants and employees and Subcontractors, or anyone directly or indirectly employed by them in the performance or non-performance of this Contract, or from any defective condition of the materials furnished or supplied under this Contract.

The CONTRACTOR or Party-In-Interest will, at his own expense, defend, indemnify, and save harmless, and repair any damage that shall in the course of the Work and construction under this Contract be done or caused to any road, private right-of-way, adjacent, abutting or overhead property, which shall include, but shall not be limited to lands, foundations, walls, buildings (abutting, under and overhead) and structures of all kinds, and shall make good any damage arising from physical injuries to owners, lessees, operators or occupants of any buildings and/or structures.

The liability of the CONTRACTOR or Party-In-Interest is absolute, and is not dependent upon any question of negligence, whether on the part of the CONTRACTOR, the Party-In-Interest, the **Town of Amherst**, or any agent or employee of the **Town of Amherst**.

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/08/202

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 endorse 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 Tanner Insurance Agency Inc. 1070 Upper Lenox Ave. Oneida, NY 13421	CONTACT NAME: Diane Peavey PHONE (A/C, No, Ext): (315)363-0223 FAX (A/C, No): (315)363-1255 E-MAIL ADDRESS: diane@tanneragency.com
	INSURER(S) AFFORDING COVERAGE — NAIC INSURER A : Erie Insurance Company — 26263
INSURED M&M ASPHALT MAINTENANCE LLC 7611 E EDEN RD EDEN, NY 14057-9656	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 00010102-1675371** **REVISION NUMBER: 69**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	Q35-5520086	11/05/2023	11/05/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000 $ 1,000 $ 5 $ 1,000 $ 2,000 $ 2,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	Q11-5530213	11/05/2023	11/05/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10000	Y	Y	Q35-5570032	11/05/2023	11/05/2024	EACH OCCURRENCE AGGREGATE	$ 5,000 $ 5,000
	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	$ $ $
B								

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

TOWN OF AMHERST AS ADDITIONAL INSURED ON A PRIMARY & NONCONTRIBUTORY BASIS, WAIVER OF SUBROGATION APPLIES, FOR ONGOING & COMPLETED OPERATIONS

CERTIFICATE HOLDER

TOWN OF AMHERST
5583 MAIN ST
AMHERST, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEF THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Diane J Peavey

(DTP)

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Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) M & M Asphalt Maintenance LLC 7611 E Eden Rd Eden, NY 14057-9656 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)* 7611 E Eden Rd, Eden, NY 14057-9656	1b. Business Telephone Number of Insured 716-771-6290 1c. NYS Unemployment Insurance Employer Registration Number of Insured N/A 1d. Federal Employer Identification Number of Insured or Social Security Number 46-0527058
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 14231	3a. Name of Insurance Carrier NorGUARD Insurance Company 3b. Policy Number of Entity Listed in Box "1a" MMWC445588 3c. Policy effective period 07/12/2023 to 07/12/2024 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 on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will sen 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 cancel 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.**

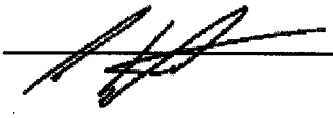
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amen extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

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: Adam Edelstein
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  05/08/2024
(Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 800-673-2465

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are N authorized to issue it.

C-105.2 (9-17)

www.wcb.ny.gov

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

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)

M & M ASPHALT MAINTENANCE, LLC
7611 EAST EDEN ROAD
EDEN, NY 14057

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

460527058

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

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

3b. Policy Number of Entity Listed in Box 1a

LNY432306001

3c. Policy effective period

04/01/2024 to 03/31/2025

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 ni insured has NYS Disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 05-08-2024 By *Elizabeth Tello*

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 553-8074 Name and Title: ELIZABETH TELLO – ASSISTANT DIRECTOR, STATUTORY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be 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 employ

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.***

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

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 carrie 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 onl 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 t 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, tha 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: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

Town of Amherst

ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligation growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor and his assignee, transferee or sublessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Town of Amherst.

(Rev. 1/2009)

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

ADDENDUM TO CONTRACT

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: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

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 Rights Law relating to prohibition against discrimination and equal opportunity.

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

(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.

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

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:

M&M Asphalt Maintenance llc
Print Name of Company

By: [signature]
Signature

Brian Milligan
Printed name

Date: 5/20/24

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

SEALING & STRIPING – TOWN OF AMHERST FACILITIES
TOA PROJECT NO. 2024-F003

SECTION 011000 - SUMMARY

GENERAL

1.1 SUMMARY

A. Section includes:
1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Access to site.
5. Work restrictions.
6. Coordination with occupants
7. Work by Owner.
8. Owner-furnished products.
9. Specification and drawing conventions.

1.2 PROJECT INFORMATION

A. Project Identification: Sealing & Striping – Town of Amherst Facilities.

B. Project Location: Town of Amherst – Varies (See Figure 1).

C. Owner: Town of Amherst
Owner's Representative: **Gregg Bennett**
1. Telephone Number: (716) 435-0043
2. Email Address: gbennett@amherst.ny.us

D. Submittal Procedures: The Architect requires the use of email for delivery and return of submittals, shop drawings and requests for information. There are **no exceptions** to this requirement.
1. Emails shall include a subject line with the Project Identification and a unique Submittal Number and Description.
2. Physical samples, when required, shall accompany an email submittal cover sheet.
3. All products and materials used for this project shall be submitted to the Architect, as described above. Architect will review and respond to submittals within 10 business days and Contractor shall plan accordingly.

1.3 DEFINITIONS

A. Work Package: A group of specifications, drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of the Project is defined by the Contract Documents and consists of the following:
1. Crack fill, seal coating, & striping of parking lots at select Town of Amherst locations.
2. Layout striping of parking lots at select Town of Amherst locations.
3. Crack fill & striping of parking lots at select Town of Amherst locations.
4. 2 seal striping of parking lots at select Town of Amherst locations.
5. Crack filling of parking lots at select Town of Amherst locations.

B. Type of Contract:
1. Project will be constructed under a single prime contract.

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

1.5 CONSTRUCTION SCHEDULE

A. The Work shall be conducted in an order agreed upon by the Owner's Representative/Architect & Contractor prior to the start of work: It is anticipated that the Work is to be done in One Hundred and Sixty Five (165) calendar days from the issuance of the Notice to Proceed.

B. Contractor is responsible for submitting proposed schedule to **Owner's Representative** for approval each site prior to beginning Work.

Note: Please prioritize drawings marked with an asterisk (*) to ensure they are completed before proceeding with the rest of the project.

- Priority 1: Amherst Town Hall Parking Lot – 5583 Main St, Williamsville, NY 14221
  - Figure 1a*
  - Figure 1b*
- Priority 2: Harlem Road Community Center – 4255 Harlem Rd, Amherst, NY 14226
  - Figure 1c*
- Priority 3: Clearfield Recreation Center – 730 Hopkins Rd, Williamsville, NY 14221
  - Figure 1d*
- Priority 4: Eggertsville Library – 4622 Main St, Snyder, NY 14226
  - Figure 1e*
- Priority 5: Eggertsville Youth & Community Center – 4110 Bailey Ave, Buffalo, NY 14226
  - Figure 1f*
- Priority 6: Balance of Work
  - Figure 1g – Figure 1y

C. Before commencing Work of each phase, submit an updated copy of the Contractor's Construction Schedule showing the sequence, commencement and completion dates.

1.6 ACCESS TO SITE

A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

B. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

C. General: Contractor must provide 24/7 vehicular access to buildings located on site to Owner, Owners representative, & emergency services.

D. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Limit site disturbance, including earthwork and clearing of vegetation, to 20 feet beyond Contract Limits; 10 feet beyond surface walkways, patios, surface parking, and utilities less than 12 inches in diameter; 15 feet beyond primary roadway curbs and main utility branch trenches; and 25 feet beyond constructed areas with permeable surfaces (such as pervious paving areas, stormwater detention facilities, and playing fields) that require additional staging areas in order to limit compaction in the constructed area.]

2. Driveways, Walkways and Entrances: Keep driveways, accessible walking paths, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

1.7 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.
   1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 5:00 p.m, Monday through Friday, except as otherwise indicated.
   1. Weekend Hours: Work may occur at any times, when done in accordance with local zoning noise ordinances. Owner will not approve overtime claims.
   2. Hours for Utility Shutdowns: Only as approved by Owner in writing.
   3. Special Events: The Owner will provide dates and times of special events that will restrict construction operations.

C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
   1. Notify **Owner** not less than **three** days in advance of proposed disruptive operations.

D. Nonsmoking Sites: Smoking and/or Vaping is not permitted within buildings or within 25 feet of entrances, operable windows, or outdoor air intakes.

1.8 COORDINATION WITH OCCUPANTS

A. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1.9 WORK PERFORMED BY THE OWNER

A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.
   1. Preceding Work: Owner will perform the following construction operations at Project site. Those operations are scheduled to be complete before Work under this Contract begins.
      a. Removal of existing dumpsters, vehicles, temporary structures.

1.10 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
   1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
   2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
   3. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
   4. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

PRODUCTS (NOT APPLICABLE)

EXECUTION (NOT APPLICABLE)

END OF SECTION 011000

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

SEALING & STRIPING – TOWN OF AMHERST FACILITIES
TOA PROJECT NO. 2024-F003

SECTION 320100 – OPERATIONS AND MAINTENANCE OF EXTERIOR IMPROVEMENTS

CRACK FILLING

DESCRIPTION

Crack filler shall meet or exceed SealMaster CrackMaster Supreme (specification provided as base of design: see attached).

CONSTRUCTION DETAILS

CRACK PREPARATION MUST BE INACCORDANCE WITH THE ATTACHED SPECIFICATION:

Prior to application of the sealant, all cracks ¼" or larger shall be thoroughly cleaned by air blasting such that all dust, dirt and moisture is removed. The cracks shall be cleaned to a minimum depth of ¾" deep and all debris removed from the crack. All debris removed from the cracks shall be removed from the pavement to prevent recontamination of the crack and prevent traffic hazards.

PREPARATION OF CRACK SEALANT MUST BE IN ACCORDANCE WITH THE ATTACHED SPECIFICATION:

The contractor shall obtain and provide the owner with a copy of the manufacturer's specification pertaining to the heating, mixing, and application of the sealant. The sealant must be applied in strict accordance with the manufacturer's specifications. The application wand shall produce a band aid type appearance of at least 1.5 inches on each side of the crack, as well as filling the crack. The process is called extruding. The discharge hose shall be equipped with a controlled heating apparatus or shall be insulated sufficiently to maintain the proper sealant temperature. The application wand shall be returned to the machine and the material re-circulated when necessary to insure proper application temperatures.

APPLICATION OF CRACK SEALANT MUST BE IN ACCORDANCE WITH THE ATTACHED SPECIFICATION

The sealant shall be pumped directly into the crack at the pavement surface. The height of sealant above the pavement surface shall not exceed 1/8".

***Traffic control and maintenance of traffic will be provided by the CONTRACTOR.**

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

ASPHALT SEALER

DESCRIPTION

Asphalt Sealer must meet or exceed of SealMaster MasterSeal Concentrate (specification attached).

This is to be a heavy-duty protective coating for existing bituminous pavements to prevent surface oxidation of the pavement and to inhibit softening or erosion due to spillage or dripping of petroleum derivatives.

SCOPE OF WORK

The contract or work to be performed consists of furnishing required labor, material, equipment, parts, and supplies necessary for the application of one or two coats of asphalt emulsion pavement sealer (as per price sheet) and to previously prepared asphalt surfaces in accordance with these and attached specifications.

PREPARATION OF PAVEMENT AND SEALER APPLICATION (**SEE NOTE**) MUST BE IN ACCORDANCE WITH THE ATTACHED SPECIFICATION.

NOTE: APPLICATION OF TWO COATS OF SEALER MUST BE APPLIED TO PAVEMENT BY SQUEEGEE/BRUSH EQUIPMENT. **NO SPRAYING EQUIPMENT**.

1. Pavement surface - Surface to be coated must be clean and free from loose material and dirt. Cracks must be filled with SealMaster CrackMaster Supreme.
2. Pavement to be sealed must be clean and free from clay, salt, grease, dirt and other foreign matter. Cleaning shall be accomplished by means of power blowers, stiff bristle brooms, or by pressure water flushing.
3. Areas contaminated with petroleum derivatives must be cleaned and primed with SealMaster Oil Spot Primer. If damage is severe, the area must be cut out and replaced by the municipality.
4. Temperature- Application temperature for material is 50° F and rising. Do not apply if temperature is expect to drop below 50° F within a 24-hour period after MasterSeal application.

Each applied coat shall have sufficient time to dry before applying an additional coat. Allow final coat to dry for 24 hours prior to opening to vehicle traffic. **Documentation of material used on the project must be provided to the Town on a daily basis.**

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

CONTROL LINES (STRIPING), SYMPBOLS AND LETTERING

GENERAL

1. All parking control lines will be a yellow paint, unless building manager requests blue for accessible parking areas and white for crosswalks in parking areas.
2. All lines will be 4 inch width.
3. A fast dry, high solid traffic paint shall be used.
4. ALL parking areas will be striped within 24 hours of sealcoat drying and not having sealcoat bleed through paint.
5. All symbols will meet ADA Federal and NYS specifications.
6. Lettering of same size as existing in parking lots will be used.
7. Under this contract the contractor shall furnish labor, paints, supplies and traffic controls needed to complete parking control lines.
8. Paint shall be applied only on thoroughly dry pavement surfaces when the atmosphere is at or above 50° F and when the weather is otherwise favorable.
9. All installed control lines, symbols and lettering will meet all local, state and federal regulations.
10. The contractor will be responsible for painted lines on pavement that are incorrect and need to be changed with no additional cost to the Town of Amherst.

SCOPE OF WORK

Paint lines, symbols and lettering in parking areas for vehicles and pedestrian traffic.

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

SealMaster®
Pavement Products & Equipment

CRACKMASTER SUPREME

Hot Pour Crack Sealant

SMT-190

REVISED 03/20/23

PRODUCT DESCRIPTION
CrackMaster Supreme is a single component, hot applied crack and joint sealant. CrackMaster Supreme is specially formulated for both direct fire and oil-jacketed melters. It is heat stabilized to withstand temperatures up to 450°F without experiencing polymer degredation. When melted and properly applied it forms a resilient crack sealant for both asphaltic and cementatious pavements. CrackMaster Supreme meets manufacturer's specifications.

USES
CrackMaster Supreme is designed to seal expansion joints, longitudinal and transverse cracks, joints between concrete and asphalt shoulders, and random cracks in both asphalt and concrete pavements. CrackMaster Supreme is relatively hard and has a high softening point, which makes it well suited for parking lots and driveways.

COMPOSITION
As supplied, CrackMaster Supreme is supplied in solid blocks comprised of heat stabilized polymers and asphalt.

COLOR
Black.

LIMITATIONS
Do not overheat material. Cracks must be free from moisture, dust, loose aggregate and other contaminates prior to application. Not recommended for cracks in excess of 1" wide.

TECHNICAL DATA
CrackMaster Supreme meets SealMaster Product Specification when tested in accordance with ASTM D5329. (see chart below).

Chemical & Physical Analysis	
Recommended Pour Temperature	350-400°F
Maximum Heating Temperature	450°F
Cone Penetration at 25°C	50 max.
Flow at 60°C, mm	0
Softening Point	200°F Min
Flexibility 0°F	(1" Mandrel) - PASS
Specific Gravity	1.17
Asphalt Compatibility	PASSES

ENVIRONMENTAL CONSIDERATIONS
CrackMaster Supreme is considered a non-hazardous material.

INSTALLATION
Proper surface preparation will facilitate adequate adhesion and consequently the maximum service life of the sealant. The crack must be free from moisture, dust, and loose aggregate. Routing or wire brushing ar preferred methods followed by a compressed air heat lance immediately prior to sealing. The substrate and a temperature must be above 40°F.

METHODS
CrackMaster Supreme shall be melted in direct fired or oil jacketed melters. Carefully insert blocks of material (with plastic bag) into the melting equipment while the agitator is turned off. Load material slowly to avoid splashing. After the initial load of material has reached the recommended pouring temperature (350-400°F), fresh material may be added as sealant is used. Melt only enough material that will be used the same day. Avoid overheating material. Excessive heat could cause material to gel in the equipment or fail in crack and joints. A significant viscosity increase accompanied by stringiness signals the approach of gelation. If this occurs, immediately remove the material from the melter and dispose of it.

IMPORTANT
Protective apparel is recommended with application of CrackMaster Supreme. The extremely hot material will cause severe burns on contact with skin. OSHA Safety Regulations require workers to wear the following typ of safety attire (see current OSHA/Safety Regulations f additional information): Hard hat with face shield; lon sleeved shirt buttoned at the wrist; heat resistant glov long, cuffless pants; and safety toed work boots. Make certain all area around melte ris clear of all debris and flammable materials. Avoid breathing vapors. Use with adequate ventilation.

MIXING PROCEDURES
Use material as supplied. Do not blend with other materials.

APPLICATION
Apply heated CrackMaster Supreme using either a pur and wand system or a pour pot. For best results the sealant depth to width ratio should not exceed 2 to 1 (i.e. 2-inches deep to 1-inch wide). The cooled sealant height should not exceed 1/8" above surrounding pavement. Using a sealing shoe or squeegee, band th material 2 to 3 inches wide over the crack.

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

CRACKMASTER SUPREME

Hot Pour Crack Sealant

SMT-190

REVISED 03/20/23

ESTIMATING MATERIAL REQUIREMENTS

Use the following chart as a guideline for estimating material requirements (based upon pounds of material needed for 100 feet of cracks):

Crack Width	Depth	Lbs/100 Ft
3/8"	3/8"	6.2 lbs.
3/8"	1/2"	8.3 lbs.
1/2"	1/2"	11.1 lbs.
1/2"	1"	22.2 lbs.
3/4"	1/2"	16.6 lbs.
3/4"	3/4"	25.00 lbs.

The above coverage rates are only a guideline. Actual material usage may vary due to width of application and thickness of material above pavement surfaces.

PRECAUTIONS

Cracks must be free from moisture, dust, dirt, and debris. Both substrate and air temperature must be above 40°F. Keep boxes of material dry during storage. Do not store in direct sunlight.

PACKAGING AND AVAILABILITY

CrackMaster Supreme is supplied in both meltable packaging and cardboard cartons. CrackMaster Hot Pour Crack Sealants are supported by a nationwide network of SealMaster facilities along with a national and international network of professional applicators.

WARRANTY AND DISCLAIMER

The statements made on this technical data sheet are believed to be true and accurate and are intended to provide a guide for approved application practices. As workmanship, weather, construction, condition of pavement, tools utilized, and other variables affecting results are all beyond our control, the manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. The manufacturer expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.

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Phone: 1-800-395-7325
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Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

SealMaster®
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MASTERSEAL CONCENTRATE

Asphalt Based Pavement Sealer
Product No. S1010

SMT-110

REVISED 04/06/23

PRODUCT DESCRIPTION

MasterSeal Concentrate is a mineral filled asphalt emulsion pavement sealer designed to protect and beautify asphalt pavement. MasterSeal Concentrate is formulated to be job-mixed with water and aggregate. MasterSeal Concentrate meets ASTM D8099/D8099M-17 Standard Specification for Asphalt Emulsion Pavement Sealer.

USES

MasterSeal Concentrate is ideal for all types of pavement surfaces including parking lots, shopping malls, airports, driveways, roadways and more.

Table 1 - Physical Properties Of Masterseal Concentrate

ASTM	Test Description	Result
D5	Penetration of Bituminous Materials-Base Asphalt	12-45 Pen
D6937	Density of Emulsified Asphalt	1,000 -1300 g/l
D6930	Settlement and Storage Stability of Emulsified Asphalts	20% max./24 hr.
D113	Ductility of Bituminous Materials-Base Asphalt	5-15 cm
E70	PH of Aqueous Solutions with Glass Electrodes	6-10 PH
D6378	Vapor Pressure (VPX), mm Hg @ 25° C (77° F)	22-26 mm Hg
D36	Softening Point of Emulsion Residue (Ring and Ball Apparatus)	> 200° F
D562	Viscosity using a Stormer-Type Viscometer	80-140 KU
D4060	Abrasion Resistance- Taber Abraser Dry Method	< 1% Loss
D522	Mandrel Bend Test of Attached Coatings	No Cracking
D870	Water Resistance of Coatings using Water Immersion	No Delamination
D6904	Resistance to Wind-Driven Rain	No Delamination
D4585	Water Resistance of Coatings Using Controlled Condensation	No Delamination
D1735	Water Resistance of Coatings Using Water Fog Apparatus	No Delamination
D2247	Water Resistance of Coatings in 100% Relative Humidity	No Delamination
D4541	Adhesion Strength over Asphalt Pavement	> 200 PSI
D3910-6.4	Wet Track Abrasion Test	< 15 g/ft² Loss
D2939-5	Uniformity of Emulsified Bituminous Coatings	PASS
D2939-7	Weight per Gallon	9-11 lbs./gal
D2939-8	Residue by Evaporation, %	40-60%
D2939-13	Drying Time- 50% humidity, 73.4 ± 3.6°F.	2-6 hrs.
D2939-26	Resistance to Impact- No Chipping, Cracking or Delamination	PASS
D2939-14	Resistance to Heat- No Blistering, sagging or slipping	PASS
D2939-15	Resistance to water- No softening, delamination or re-emulsification	PASS
D2939-16	Flexibilty- No Cracking or Delamination	PASS
D2939-22	Wet Film Continuity	PASS
D95	Water Content, %	40-60%
D2939-10	Ash Content of Residue, %	40-60%
D2939-27	Resistance to Impact After Accelerated Weathering	PASS
D2172	Asphalt Content by Weight, %	Min. 20%
D4799	QUV UV Aging-1,000 Hours	No Color Fac
D3359	Measuring Adhesion by Tape- No More than a Trace of Peeling	PASS
Volatile Organic Compounds	Determination of Volatile Organic Compounds (VOC) in various Coatings	< 10 g/l
PAH Content (Percentage)	Polycyclic Aromatic Hydrocarbon Content (Percentage)	Less than on tenth of 1% (< .10%)

ESTIMATING MATERIAL REQUIREMENTS

One gallon of MasterSeal Concentrate will cover approximately 100-120 square feet (11.1 to 13.3 square yards) per coat when properly mixed and applied.

APPLICATION RATE OF MIXED MATERIALS

Apply properly mixed MasterSeal (MasterSeal, water, additive and sand) and at a rate of 70-82 square feet (7.77 to 9.11 square yards) per gallon. Application rate may vary due to pavement porosity and method of application.

SURFACE PREPARATIONS

Surface must be clean and free from loose material an dirt. Cracks should be filled with SealMaster Cold Pour Hot-Applied Crack Filler. Oil stains should be cleaned a primed with SealMaster Oil Spot Primer.

APPLICATION EQUIPMENT

Properly mixed MasterSeal Concentrate shall be applie by mechanical squeegee/brush equipment or spray equipment capable of spraying coatings with sand. Equipment shall have continuous agitation or mixing capabilities to maintain homogenous consistency of mixed material throughout the application process. Truck mount or self-propelled squeegee/brush equipment shall have at least 2 squeegee or brush devices (one behind the other) to assure adequate distribution and penetration of mixed MasterSeal into bituminous pavement. Hand squeegees and brushes a brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

MIXING PROCEDURES

Mix MasterSeal Concentrate in accordance with the following mix design (based on 100 gallons of MasterSeal Concentrate for ease of calculation):

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

MASTERSEAL CONCENTRATE

Asphalt Based Pavement Sealer
Product No. S1010

SMT-110

REVISED 04/06/23

MasterSeal Concentrate.....100 gallons
Water.....15-25 gallons
Top Tuff Polymer Additive.....1/2-2 gallons
Sand (40-70 mesh)..... .....200-500 lbs.

APPLICATION PROCEDURES
For optimum performance and durability apply a minimum of two coats of properly mixed MasterSeal Concentrate. A third coat of mixed MasterSeal Concentrate may be applied to high traffic areas such as entrances, exits, and drive lanes for added durability. Allow each coat to dry thoroughly before applying successive coats. Allow final coat of MasterSeal to dry for 24 hours prior to opening to vehicle traffic.

APPLICATION CONDITIONS
Mixed MasterSeal Concentrate shall not be applied when temperature is expected to drop below 50°F during application and for a period of at least 24 hours after application.

LINE STRIPING AND TRAFFIC MARKINGS
Use SealMaster 100% Acrylic Traffic paint for line striping and traffic markings.

CAUTIONS
Both surface and ambient temperature shall be a minimum of 50°F and rising during MasterSeal application. Do not apply if temperature is expected to drop below 50°F within a 24 hour period after MasterSeal application.

PACKAGING AND AVAILABILITY
MasterSeal Concentrate is available in 5-gallon pails, 55-gallon drums and bulk tanker load quantities. MasterSeal Concentrate is supported by a national network of SealMaster manufacturing facilities along with a national network of qualified applicators.

WARRANTY AND DISCLAIMER
The statements made on this technical data sheet are believed to be true and accurate and are intended to provide a guide for approved application practices. As workmanship, weather, construction, condition of pavement, tools utilized, and other variables affecting results are all beyond our control, the manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. The manufacturer expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.

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Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

SealMaster®
Pavement Products & Equipment

PREP SEAL
Oil Spot Primer

SMT-221

REVISED 11/13/1

PRODUCT DESCRIPTION & BENEFITS
Prep Seal is a ready to use latex based emulsion designed for sealing and priming oil spots on asphalt pavement prior to applying pavement sealer. Prep Seal helps prevent oil and gas from bleeding up through freshly applied asphalt or coal tar based pavement sealer.

RECOMMENDED USES
For any asphalt pavement surface including parking lots, driveways, airports, and more.

COMPOSITION
Prep Seal is a latex emulsion blend containing specialty surfactants designed for priming petroleum based stains.

SIZES
Prep Seal is available in 1 and 5-gallon containers.

LIMITATIONS
Prep Seal shall not be applied when temperature is expected to drop below 50°F within a twenty-four period after application.

ENVIRONMENTAL CONSIDERATIONS
Prep Seal is an environmentally friendly water based latex emulsion containing less than 10 grams per liter volatile organic content (VOC).

PHYSICAL/CHEMICAL PROPERTIES
Prep Seal meets the following material requirements when tested in accordance with ASTM D4758 and ASTM D2939 (see chart below).

Chemical & Physical Analysis	
Classification	Blended Latex Emulsion
Non-Volatiles (%)	14% min.
Ash (Non-Volatiles %)	< .2%
Specific Gravity	1.04
Flexibility	No Cracking or Flaking
Resistance to Impact	No Chipping, Flaking, or Cracking
Wet Film Continuity	Smooth, Non Granular

INSTALLATION
Surface must be free from dirt and dust. Wipe up or scrape excessive build-up of oil, grease, and gasoline spots. A torch may be used to burn away any residual.

METHODS
Prep Seal shall be applied by roller, brush, or spray application tools.

MIXING PROCEDURES
Prep Seal is a ready to use product. Do not dilute. Use a is. Stir thoroughly before applying.

APPLICATION
Apply mixed Prep Seal with roller, brush, or spray. Allow to dry completely before applying pavement sealer. NOTE: A small amount of sand may be broadcas onto wet Prep Seal. Once dry, this will help create an improved mechanical bond between the Prep Seal and the pavement sealer.

APPLICATION RATE
Prep Seal at a rate of approximately 150-200 square fe per gallon.

ESTIMATING MATERIAL REQUIREMENTS
One gallon of Prep Seal will cover approximately 150-200 square feet. NOTE: Coverage rates may vary due to pavement porosity and method of application.

PRECAUTIONS
Both surface and ambient temperature shall be a minimum of 50°F. Temperature shall not drop below 50°F in a 24 hour period following application. Keep C Of Reach Of Children. Do not store unopened containe in freezing temperatures.

WARRANTY AND DISCLAIMER
The statements made on this technical data sheet are believed to be true and accurate and are intended to provide a guide for approved application practices. As workmanship, weather, construction, condition of pavement, tools utilized, and other variables affecting results are all beyond our control, the manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. The manufacturer expressly disclaims an implied warranties of merchantability or fitness for a particular purpose.

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14 - Sealing & Striping Diagrams (Figure 1)

Figure 1	Town of Amherst Facilities	Work	Approx. SqYd (≈)
Figure 1a	Amherst Town Hall - Front 5583 Main St, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 2,760 SqYd
Figure 1b	Amherst Town Hall - Back 5583 Main St, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 4,115 SqYd
Figure 1c	Harlem Rd Community Center 4255 Harlem Rd, Amherst, NY 14226	Crack Fill, Seal Coat, & Stripe	≈ 5,746 SqYd
Figure 1d	Clearfield Recreation Center 730 Hopkins Rd, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 7,993 SqYd
Figure 1e	Eggertsville Library 4622 Main St, Snyder, NY 14226	Crack Fill, Seal Coat, & Stripe	≈ 1,890 SqYd
Figure 1f	30 S. Cayuga - Front 30 S. Cayuga Rd, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 570 SqYd
Figure 1g	30 S. Cayuga - Back 30 S. Cayuga Rd, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 1,026 SqYd
Figure 1h	Audubon Driving Range 500 Maple Rd, Buffalo, NY 14221	Crack Fill & Stripe	≈ 1,559 SqYd
Figure 1i	Audubon Golf Course 500 Maple Rd, Buffalo, NY 14221	Stripe	≈ 9,874 SqYd
Figure 1j	Audubon Library 350 John James Audubon Pkwy, Buffalo, NY 14228	Crack Fill, Seal Coat, & Stripe	≈ 5,264 SqYd
Figure 1k	Amherst Town Court 400 John James Audubon Pkwy, Buffalo, NY 14228	Crack Fill, Seal Coat, & Stripe	≈ 2,165 SqYd
Figure 1l	Bassett Park 359 Klein Rd, Williamsville, NY 14221	Stripe	≈ 3,511 SqYd
Figure 1m	Billy Wilson Park 1290 Hopkins Rd, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 3,051 SqYd
Figure 1n	Clearfield Library 770 Hopkins Rd, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 4,189 SqYd
Figure 1o	Amherst Highway Department 1042 N. Forest Rd, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 11,657 SqYd
Figure 1p	Amherst Highway Department 1042 N. Forest Rd, Williamsville, NY 14221	Crack Fill, Seal Coat, & Stripe	≈ 16,505 SqYd
Figure 1q	North Forest Pool 85 N. Forest Rd, Buffalo, NY 14221	Stripe	≈ 3,476 SqYd
Figure 1r	North Forest Pool 85 N. Forest Rd, Buffalo, NY 14221	Stripe	≈ 2,497 SqYd
Figure 1s	Northtown Center 1615 Amherst Manor Dr, Buffalo, NY 14221	**See Figure 1s**	≈ 14,671 SqYd
Figure 1t	Paradise Park 750 Paradise Rd, East Amherst, NY 14051	Layout & Stripe	≈ 5,215 SqYd
Figure 1u	Amherst Police Department 500 John James Audubon Pkwy, Buffalo, NY 14228	Crack Fill, Seal Coat, & Stripe	≈ 4,891 SqYd
Figure 1v	Amherst Police Department - Bailey Ave 4220 Bailey Ave, Buffalo, NY 14226	Crack Fill & Stripe	≈ 2,868 SqYd
Figure 1w	Amherst Senior Center 370 John James Audubon Pkwy, Buffalo, NY 14228	Crack Fill, Seal Coat, & Stripe	≈ 14,941 SqYd
Figure 1x	Smith Road 500 Smith Rd, East Amherst, NY 14051	Crack Fill, Seal Coat, & Stripe	≈ 3,050 SqYd
Figure 1y	Amherst State Park 400 Mill St, Williamsville, NY 14221	Crack Fill & Stripe	≈ 6,450 SqYd

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

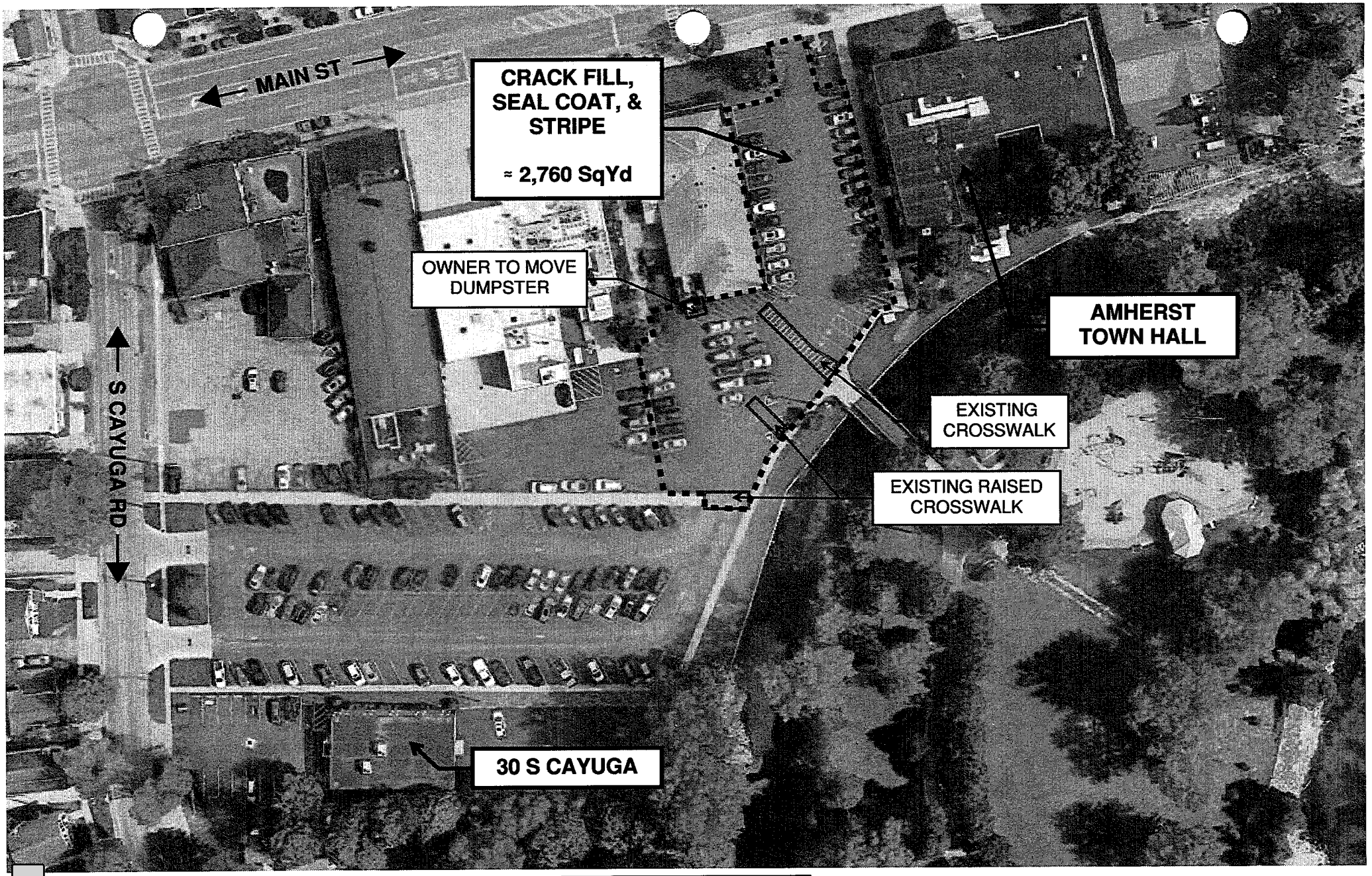

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Figure 1a*

Amherst Town Hall - Front

5583 Main St, Williamsville, NY 14221

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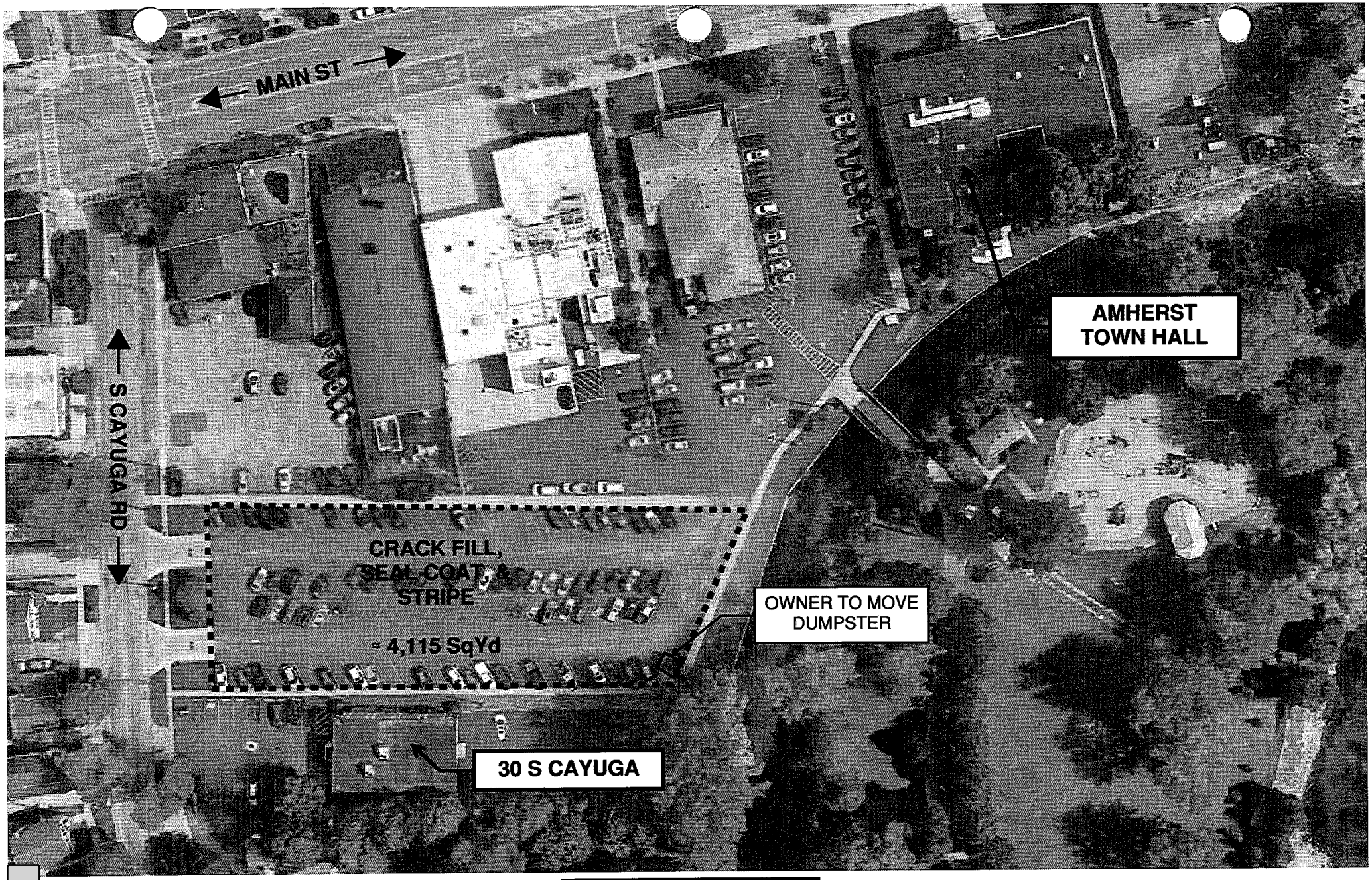

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Figure 1b*

Amherst Town Hall - Back

5583 Main St, Williamsville, NY 14221

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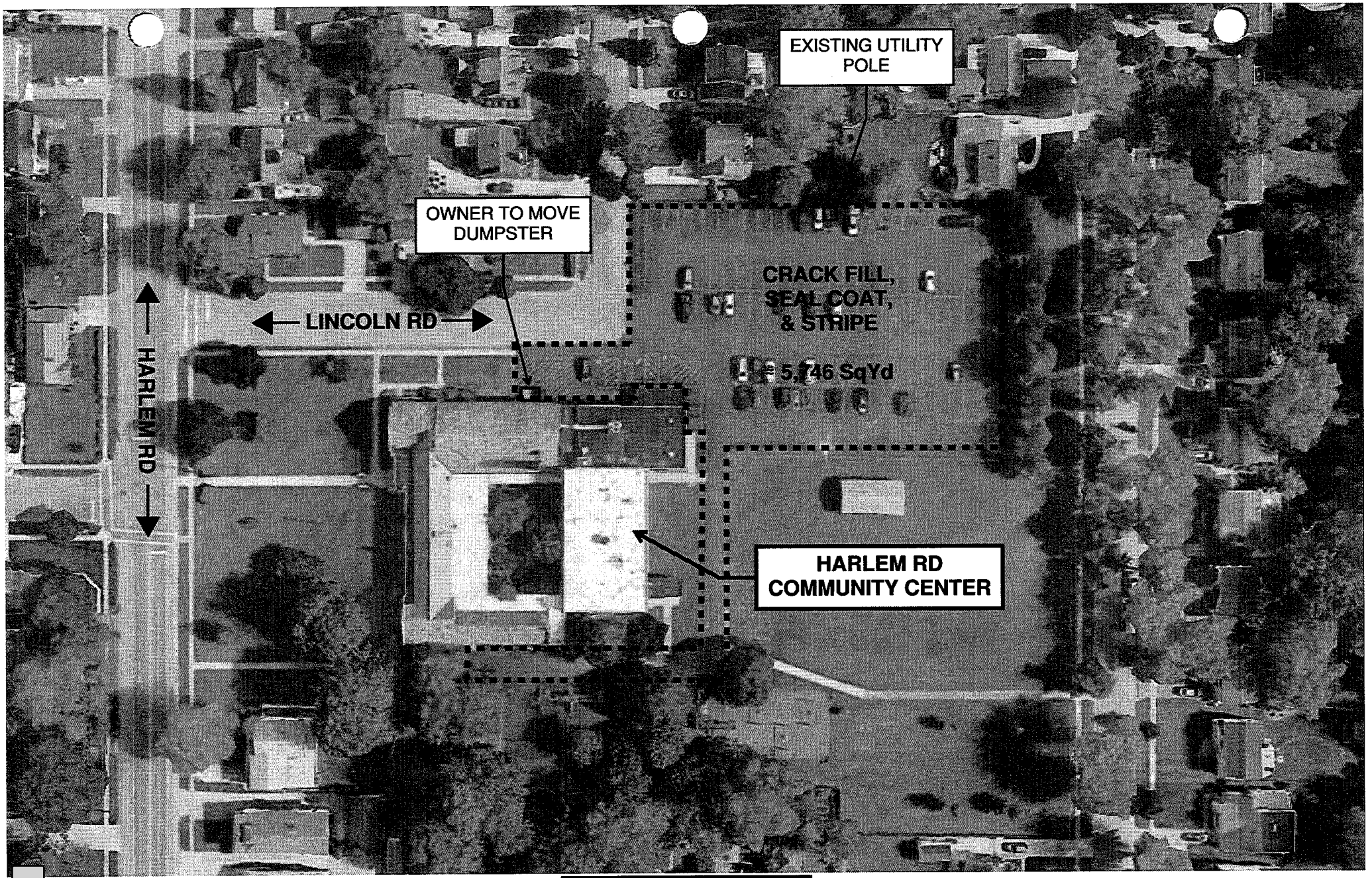

Figure 1c*

Harlem Road Community Center

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

4255 Harlem Rd, Amherst, NY 14226

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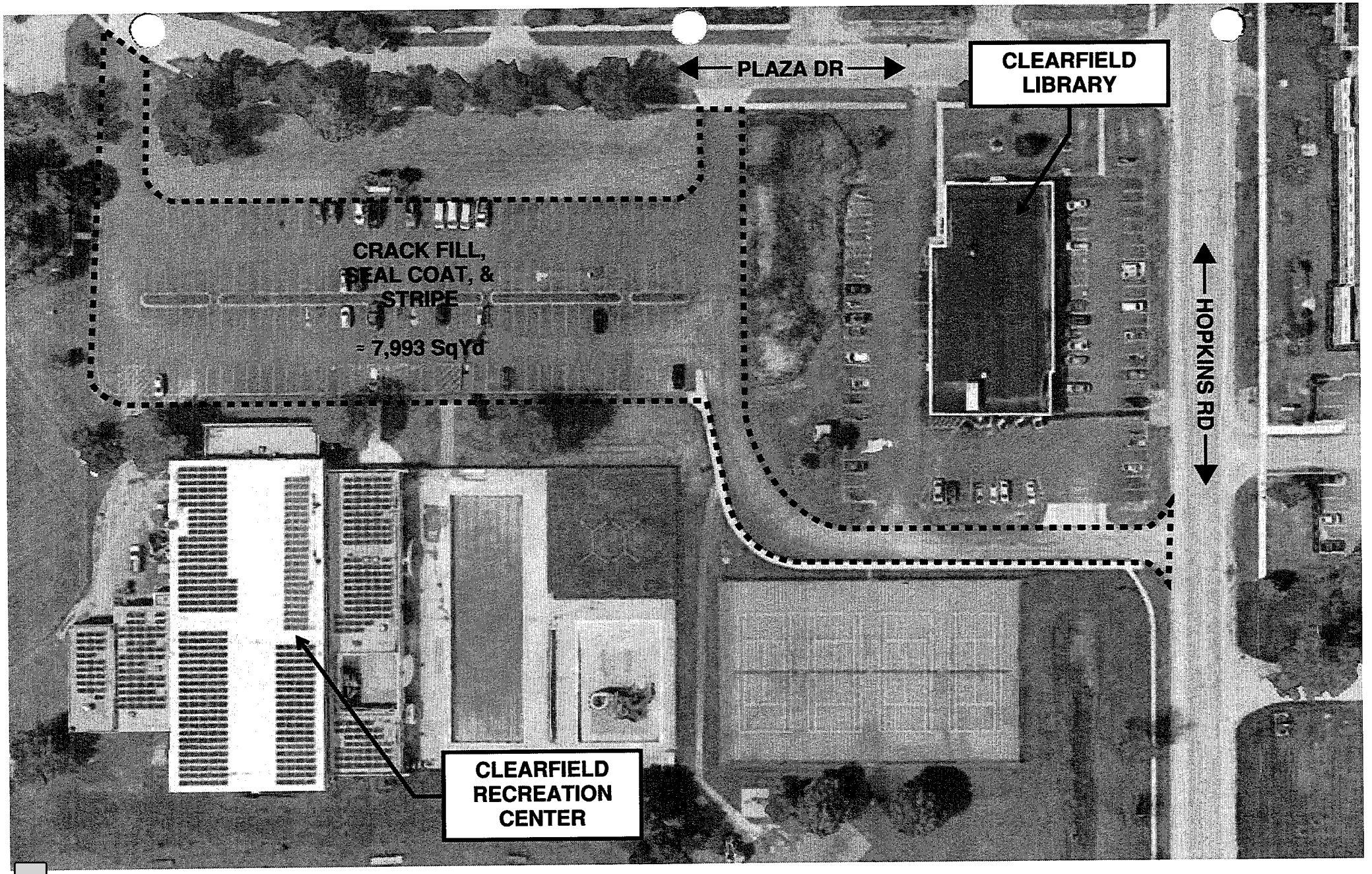

Figure 1d*

Clearfield Recreation Center

730 Hopkins Rd, Williamsville, NY 14221

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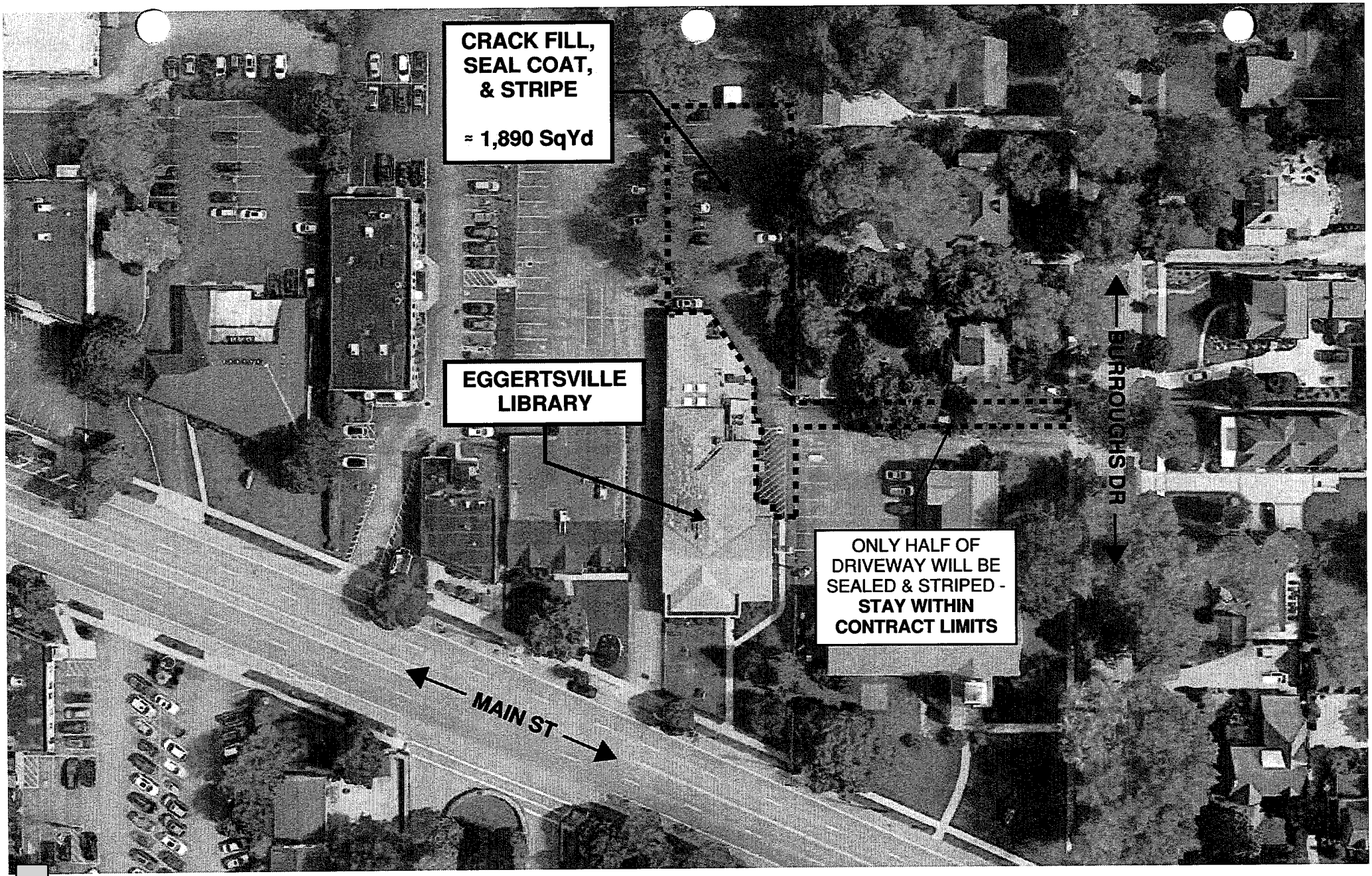

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Figure 1e*

Eggerstville Library

4622 Main St, Snyder, NY 14226

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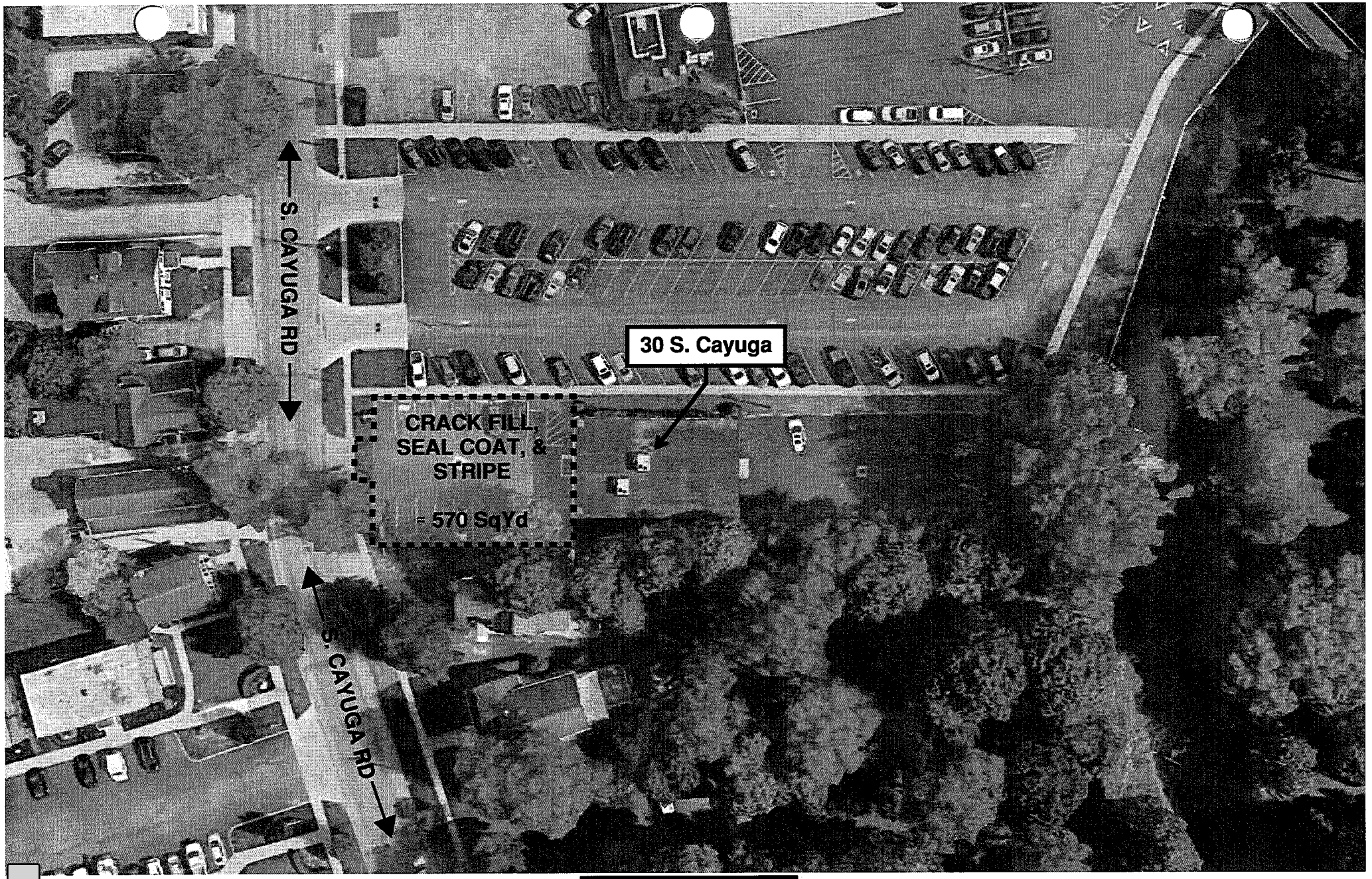

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Figure 1f

30 S. Cayuga - Front

30 S. Cayuga Rd, Williamsville, NY 14221

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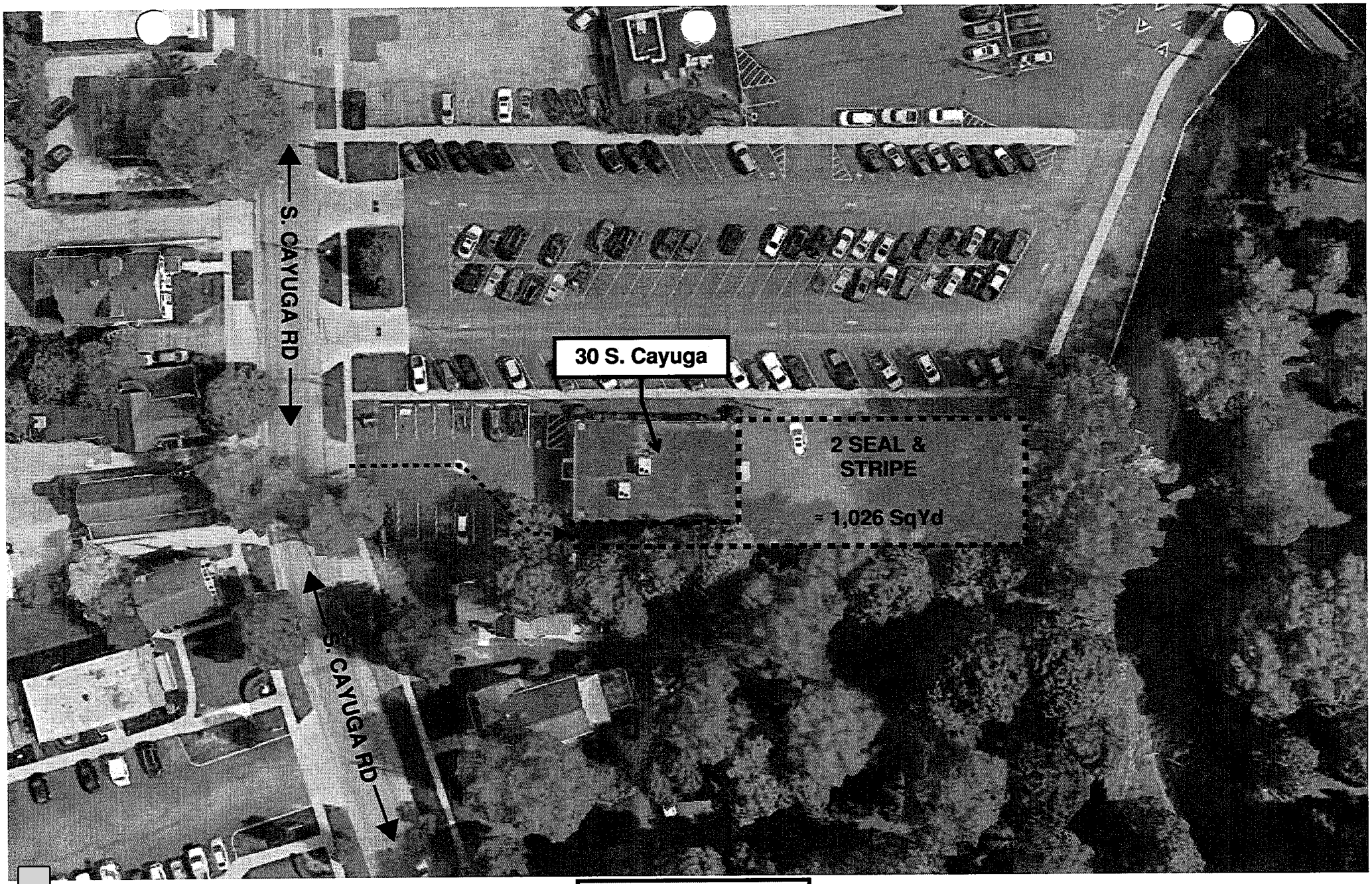

Figure 1g

30 S. Cayuga - Front

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30 S. Cayuga Rd, Williamsville, NY 14221

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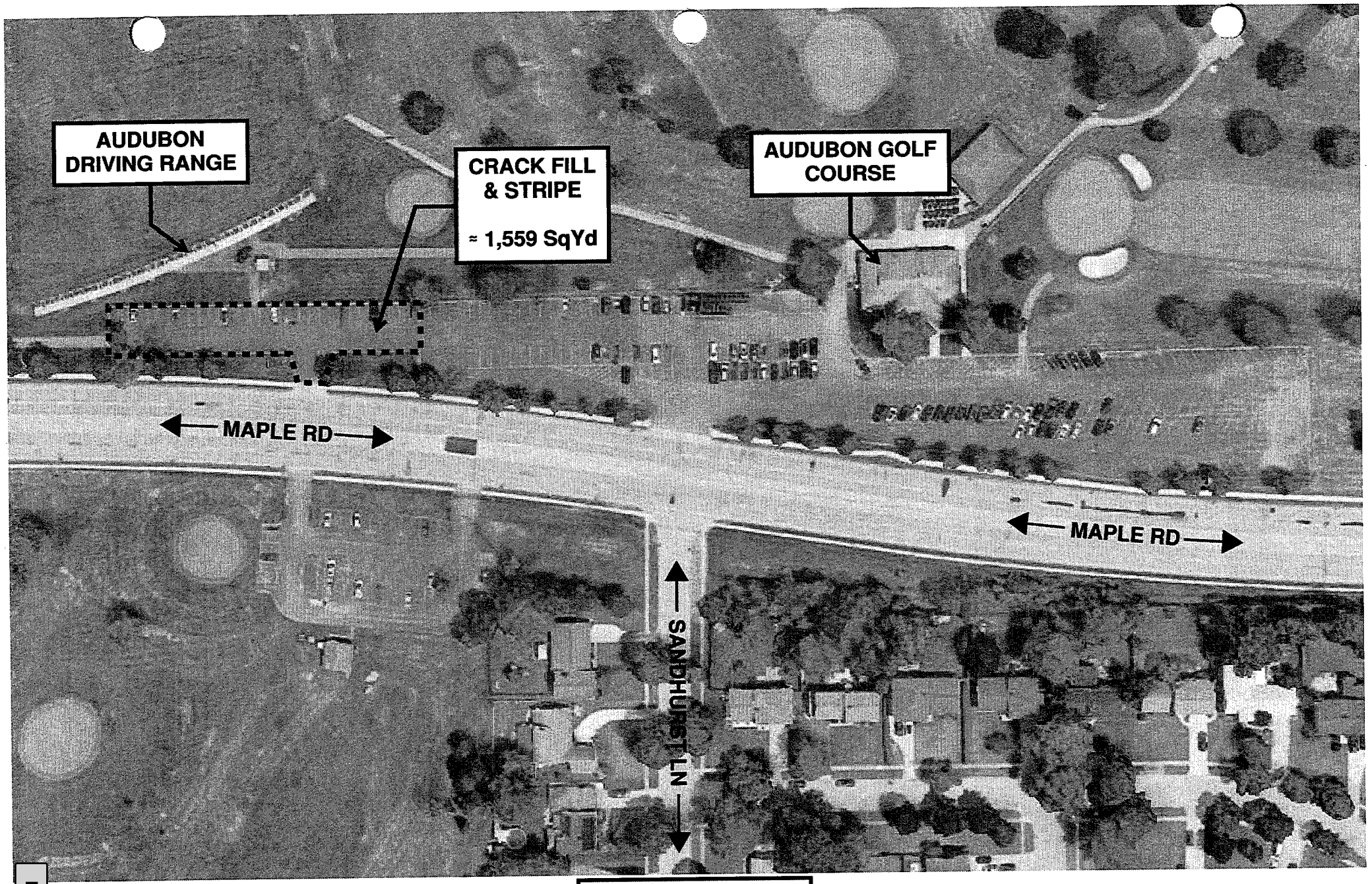

Figure 1h

Audubon Driving Range

500 Maple Rd, Buffalo, NY 14221

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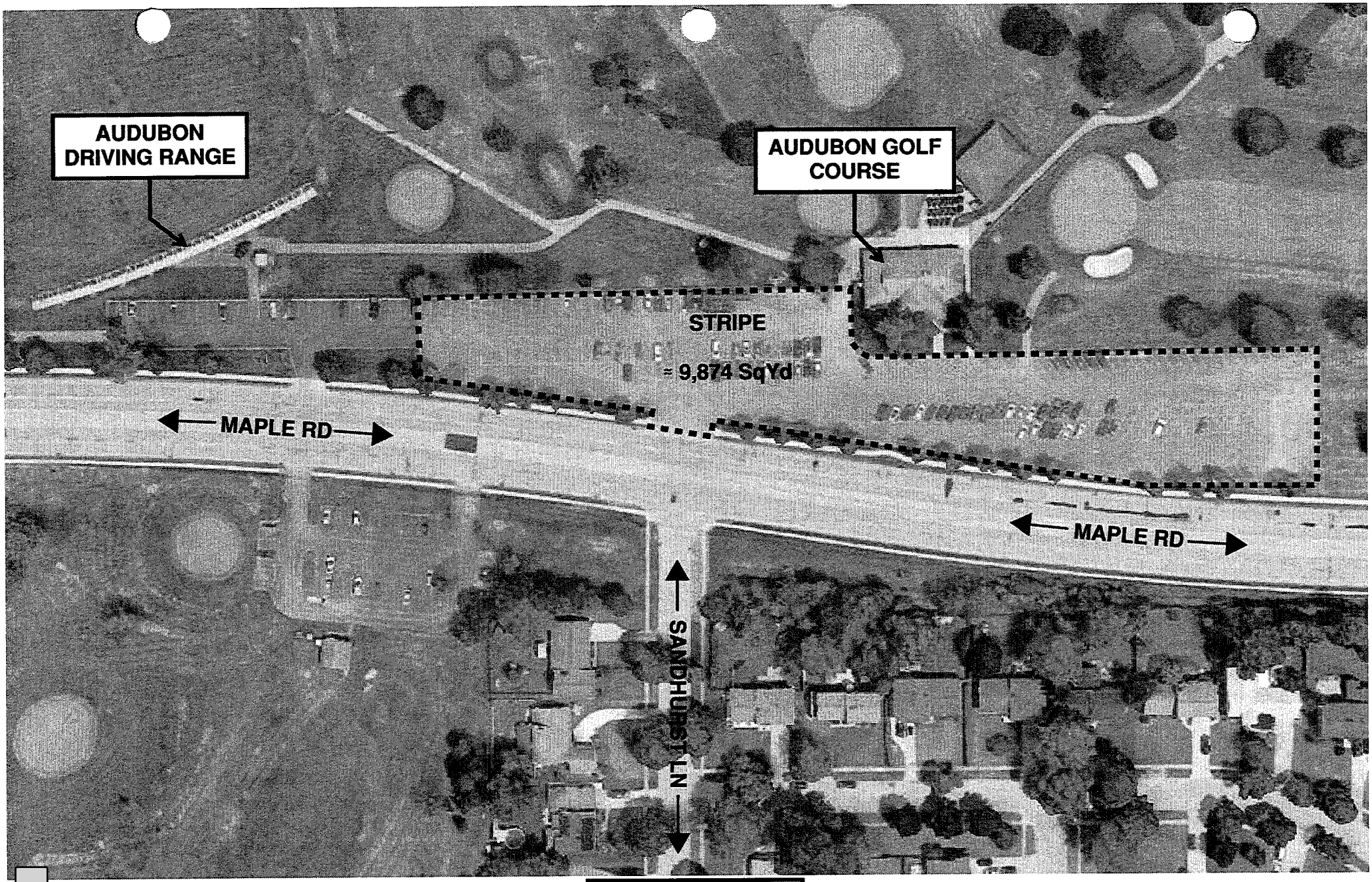

Figure 1i

Audubon Golf Course

500 Maple Rd, Buffalo, NY 14221

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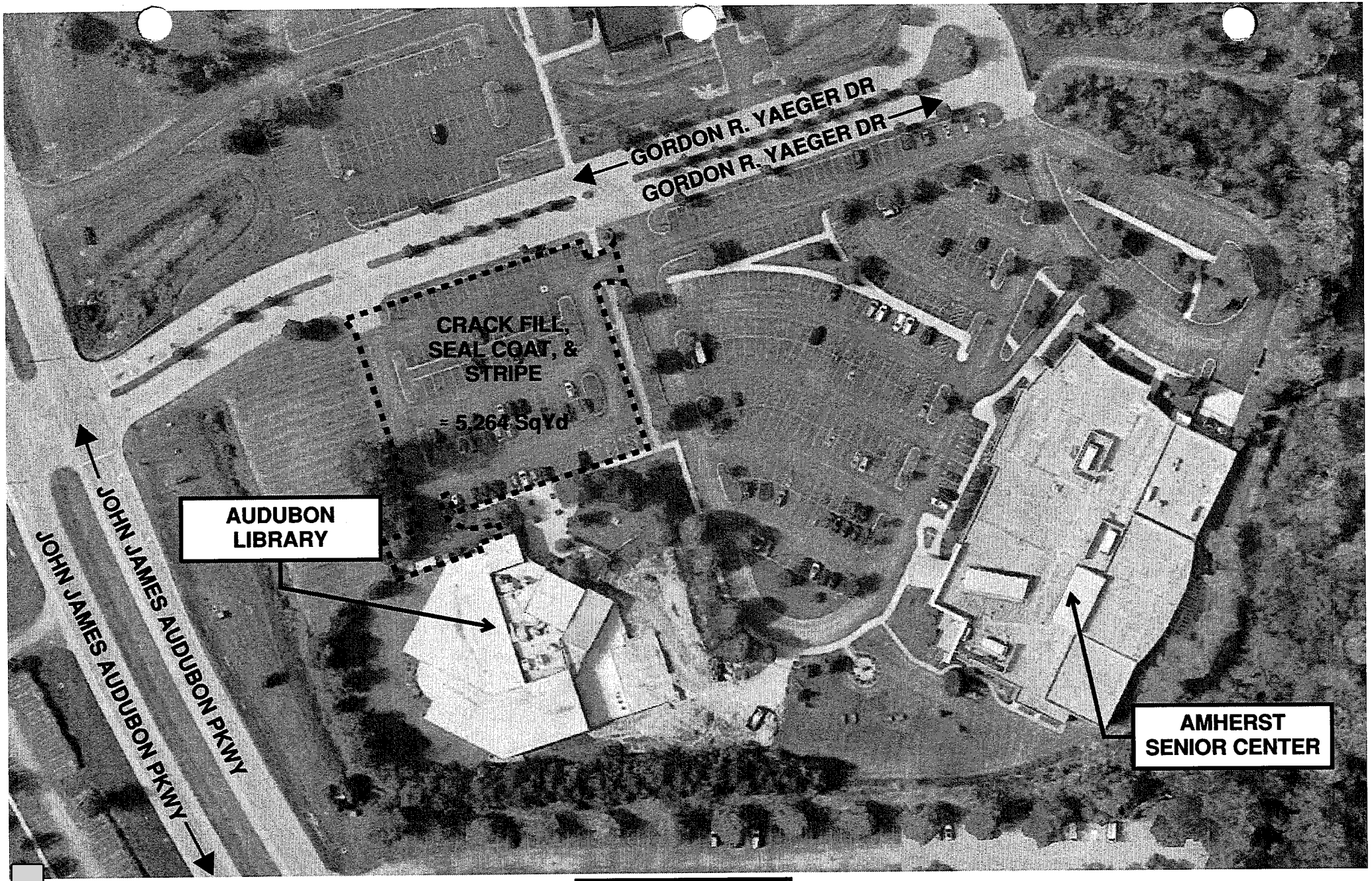

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Figure 1j

Audubon Library

350 John James Audubon Pkwy, Buffalo, NY 14228

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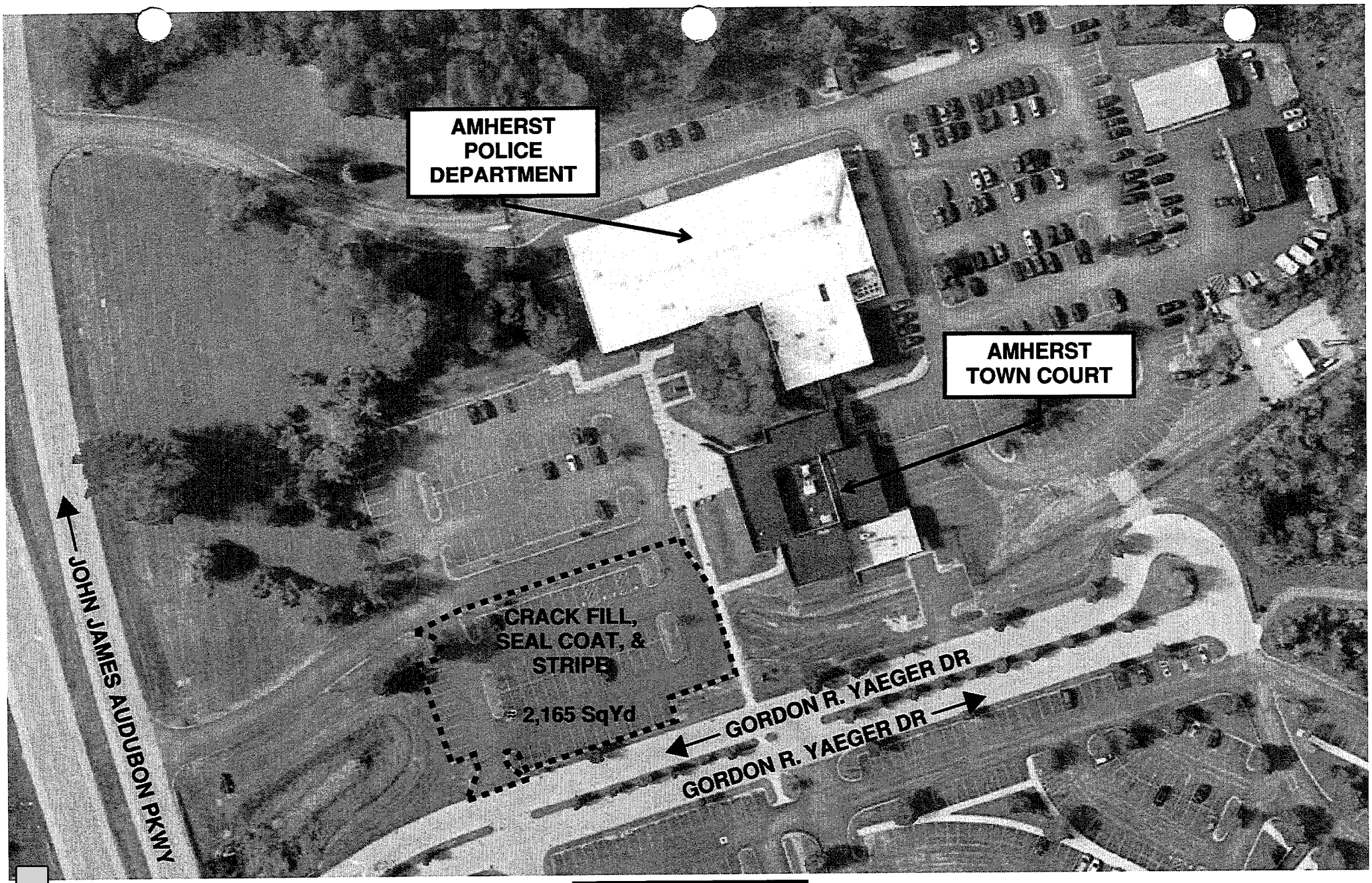

Figure 1k

Amherst Town Court

400 John James Audubon Pkwy, Buffalo, NY 14228

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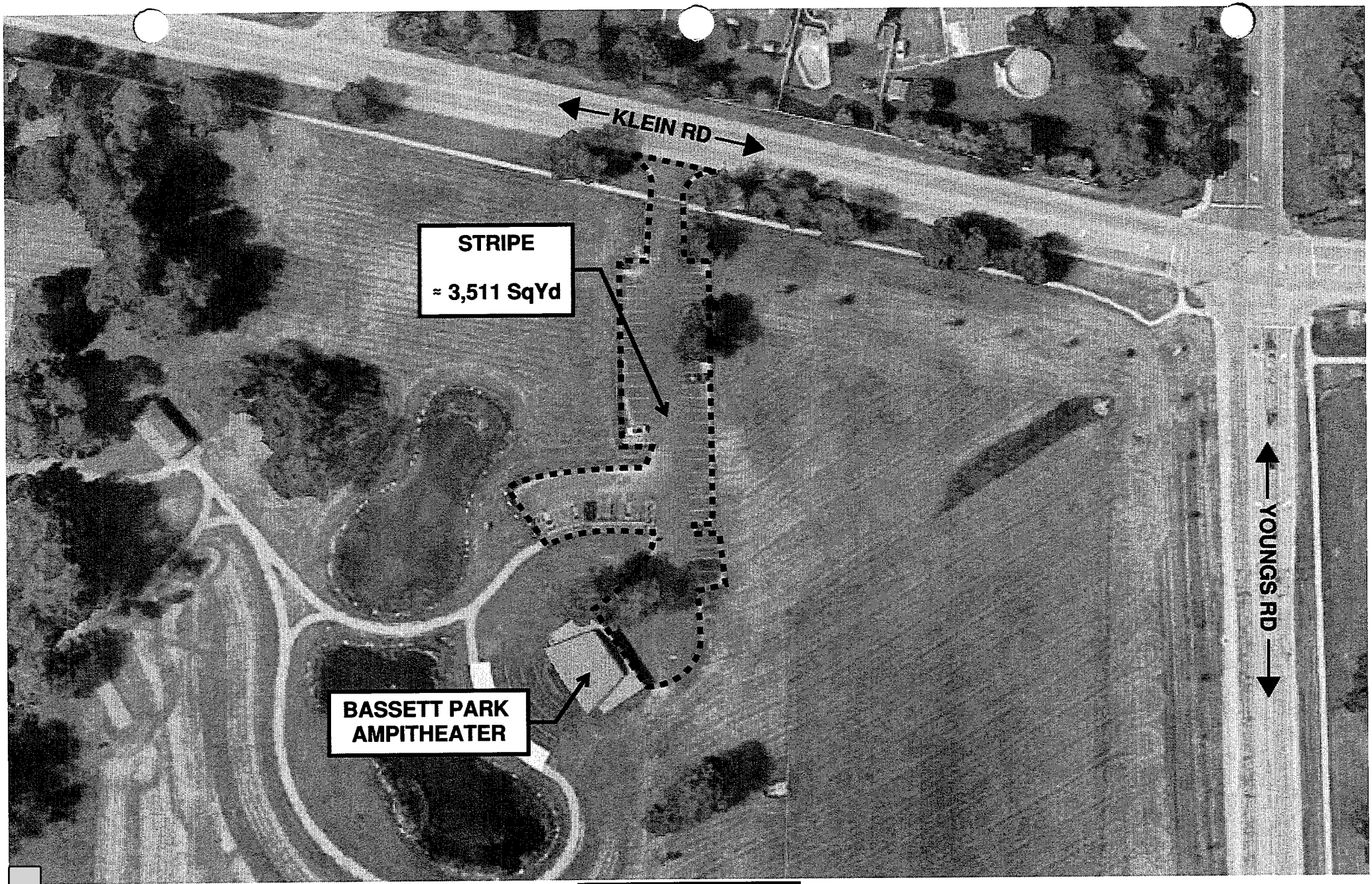

Figure 1l

Bassett Park

359 Klein Rd, Williamsville, NY 14221

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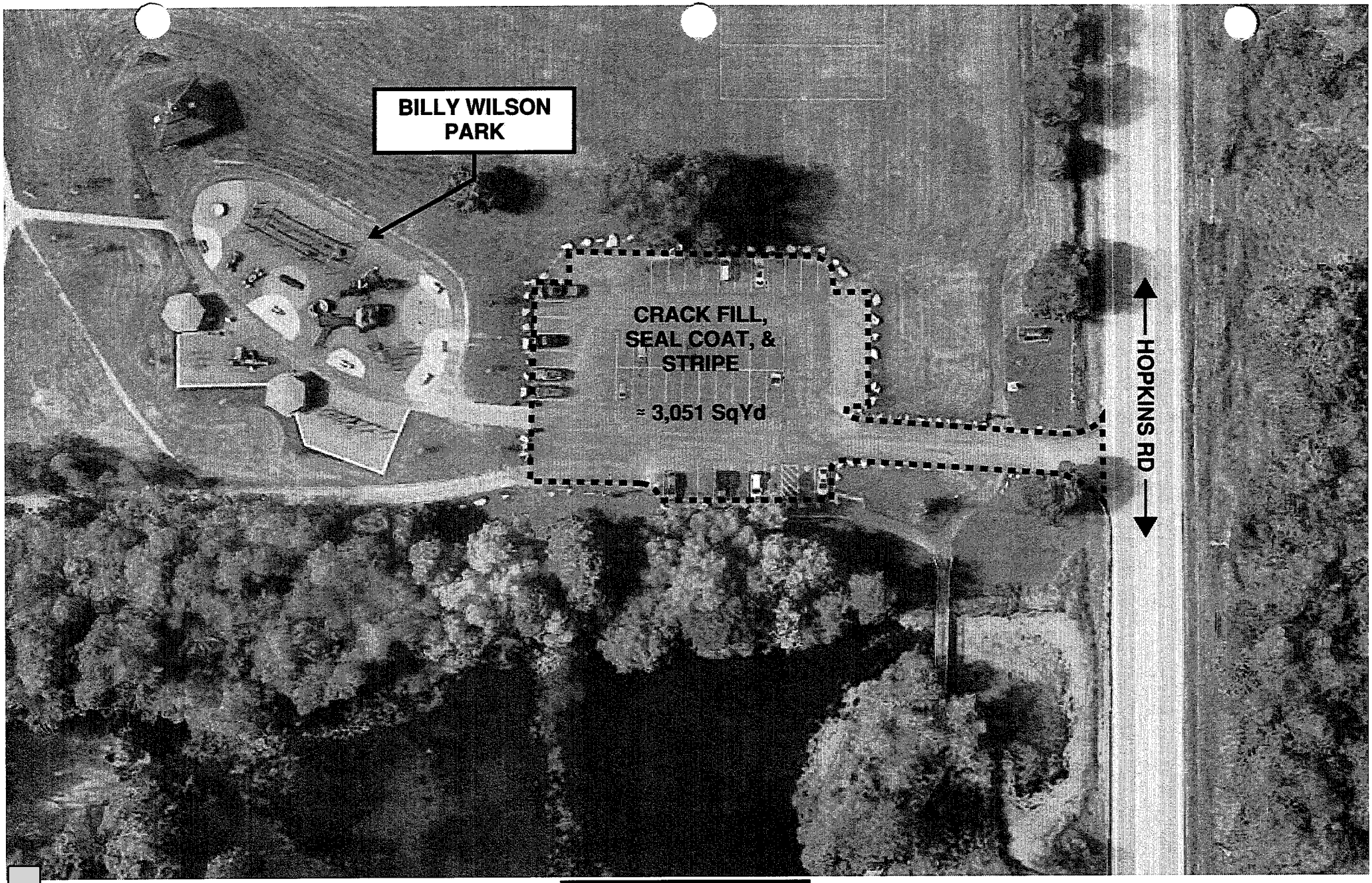

Figure 1m

Billy Wilson Park

1290 Hopkins Rd, Williamsville, NY 14221

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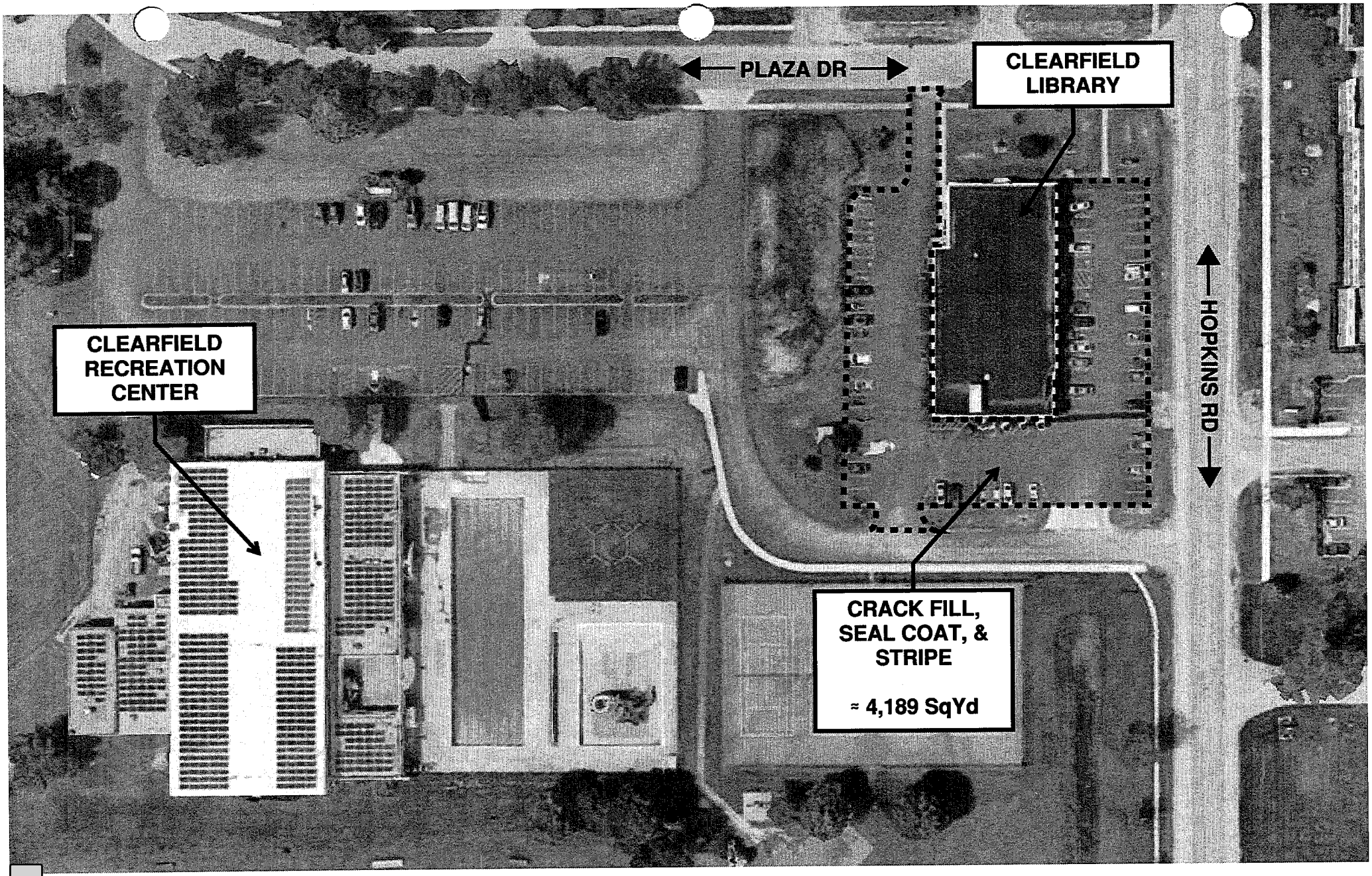

Figure 1n

Clearfield Library

770 Hopkins Rd, Williamsville, NY 14221

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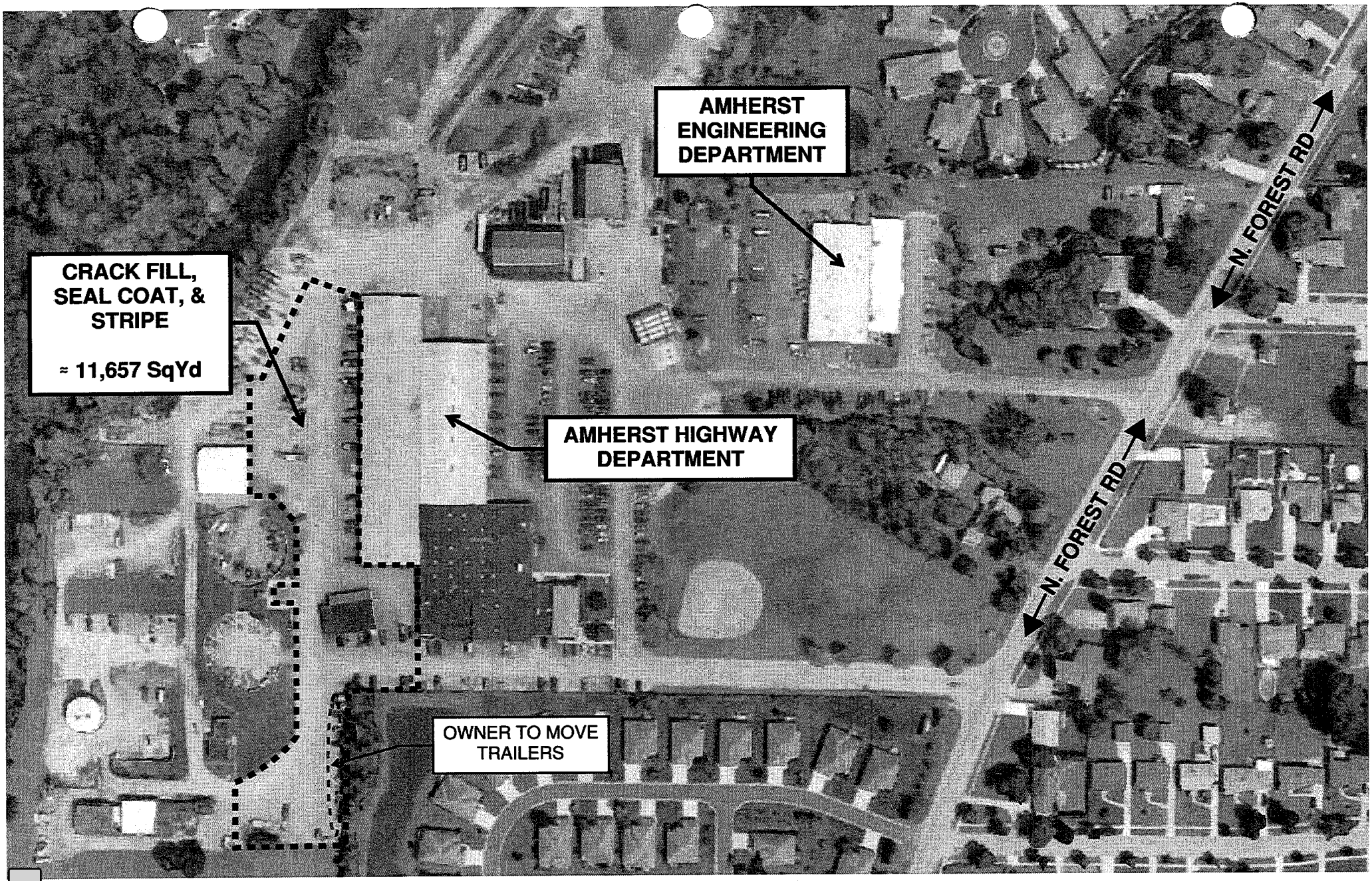

Figure 1o

Amherst Highway Department

1042 N. Forest Rd, Williamsville, NY 14221

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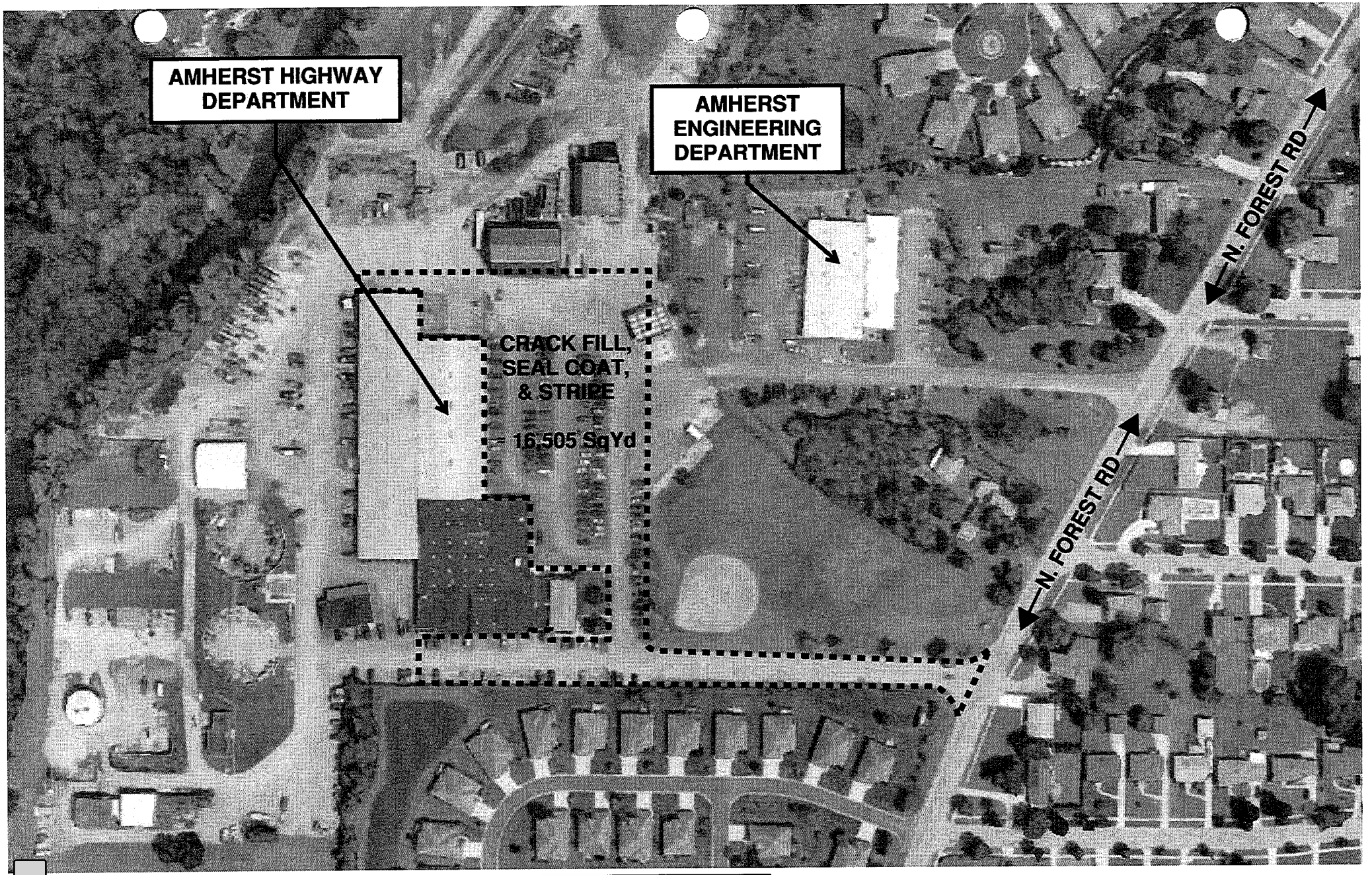

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Figure 1p

Amherst Highway Department

1042 N. Forest Rd, Williamsville, NY 14221

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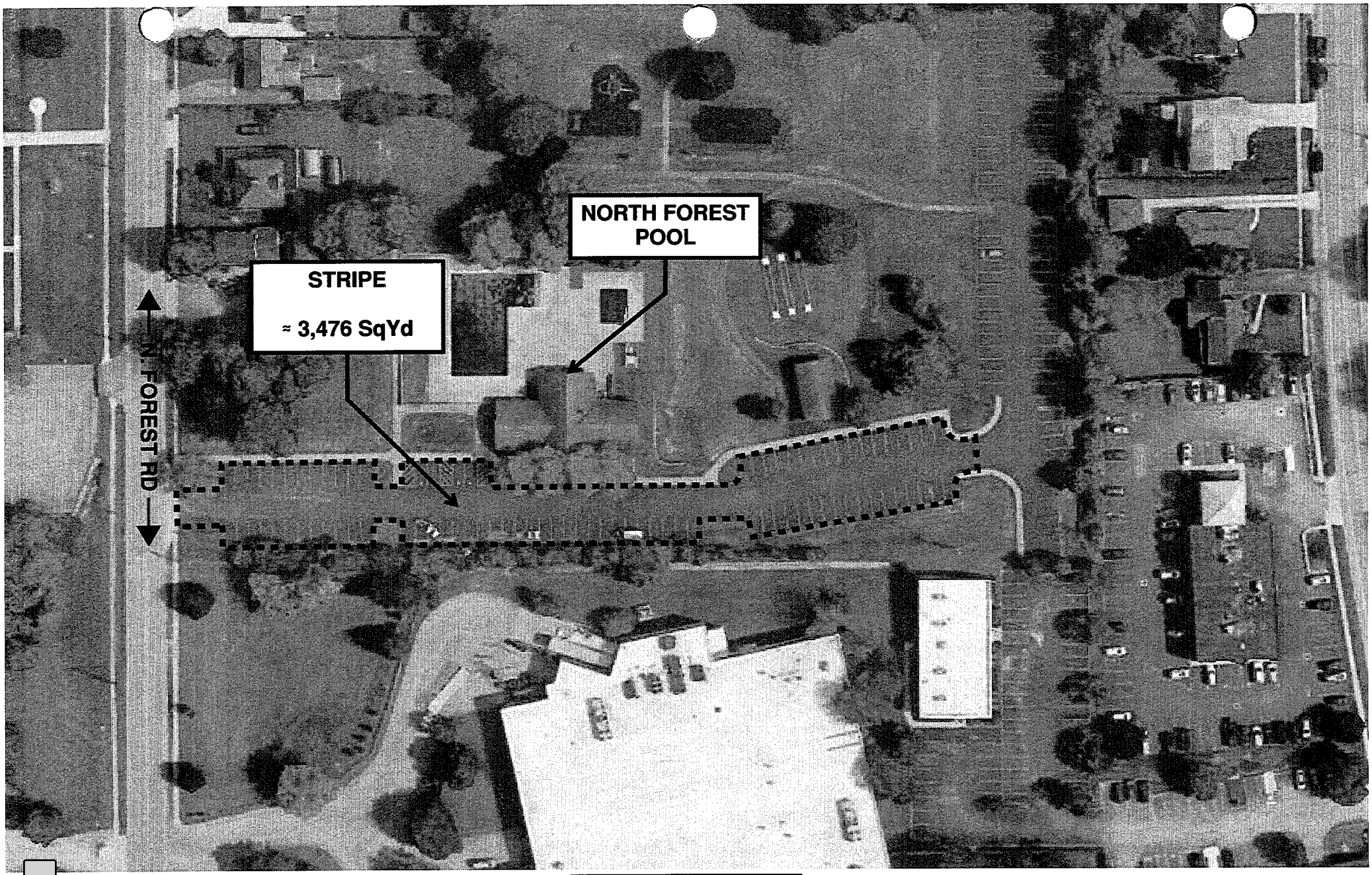

Figure 1q

North Forest Pool

85 N Forest Rd, Buffalo, NY 14221

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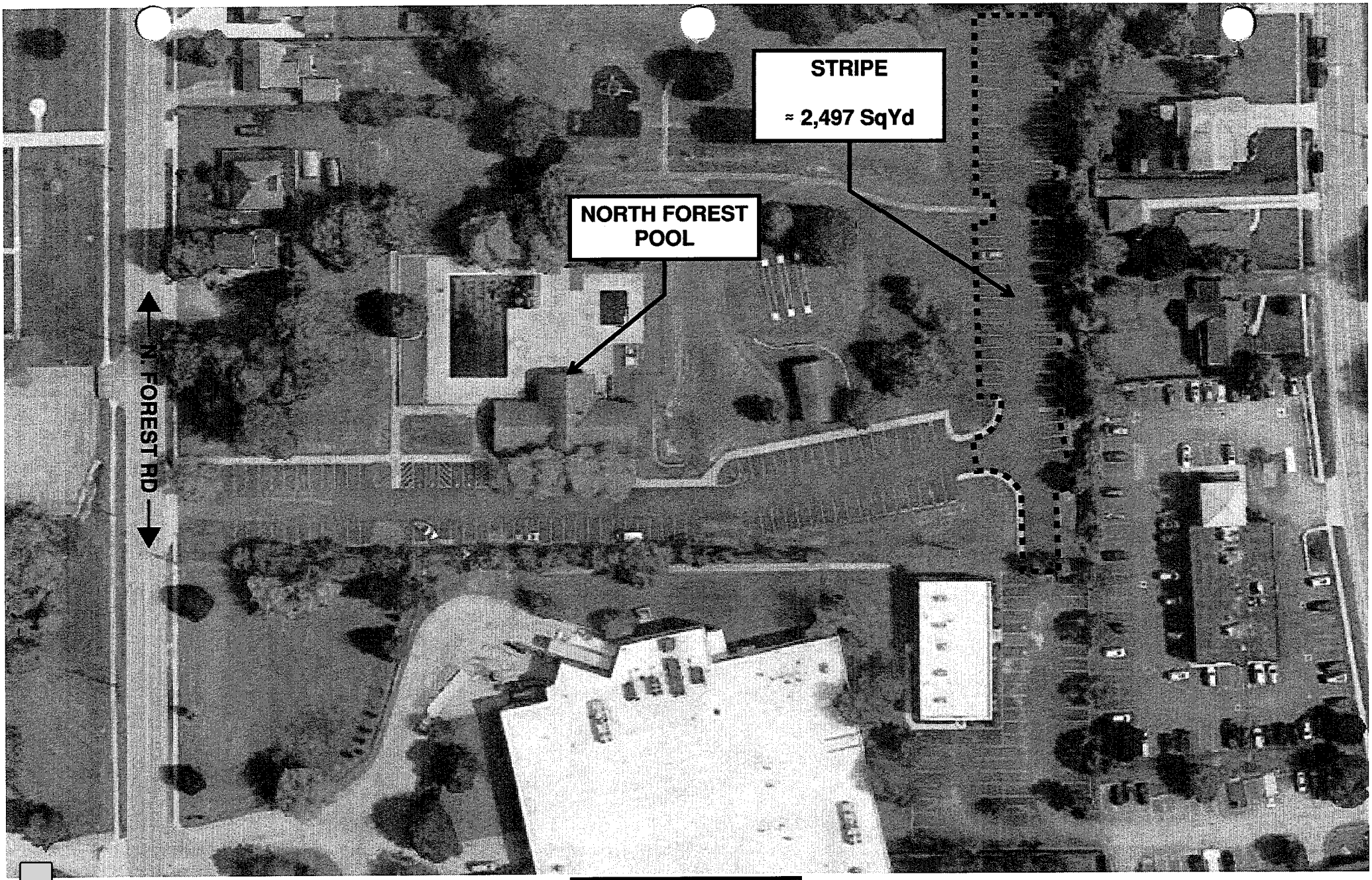

Figure 1r

North Forest Pool

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Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

85 N Forest Rd, Buffalo, NY 14221

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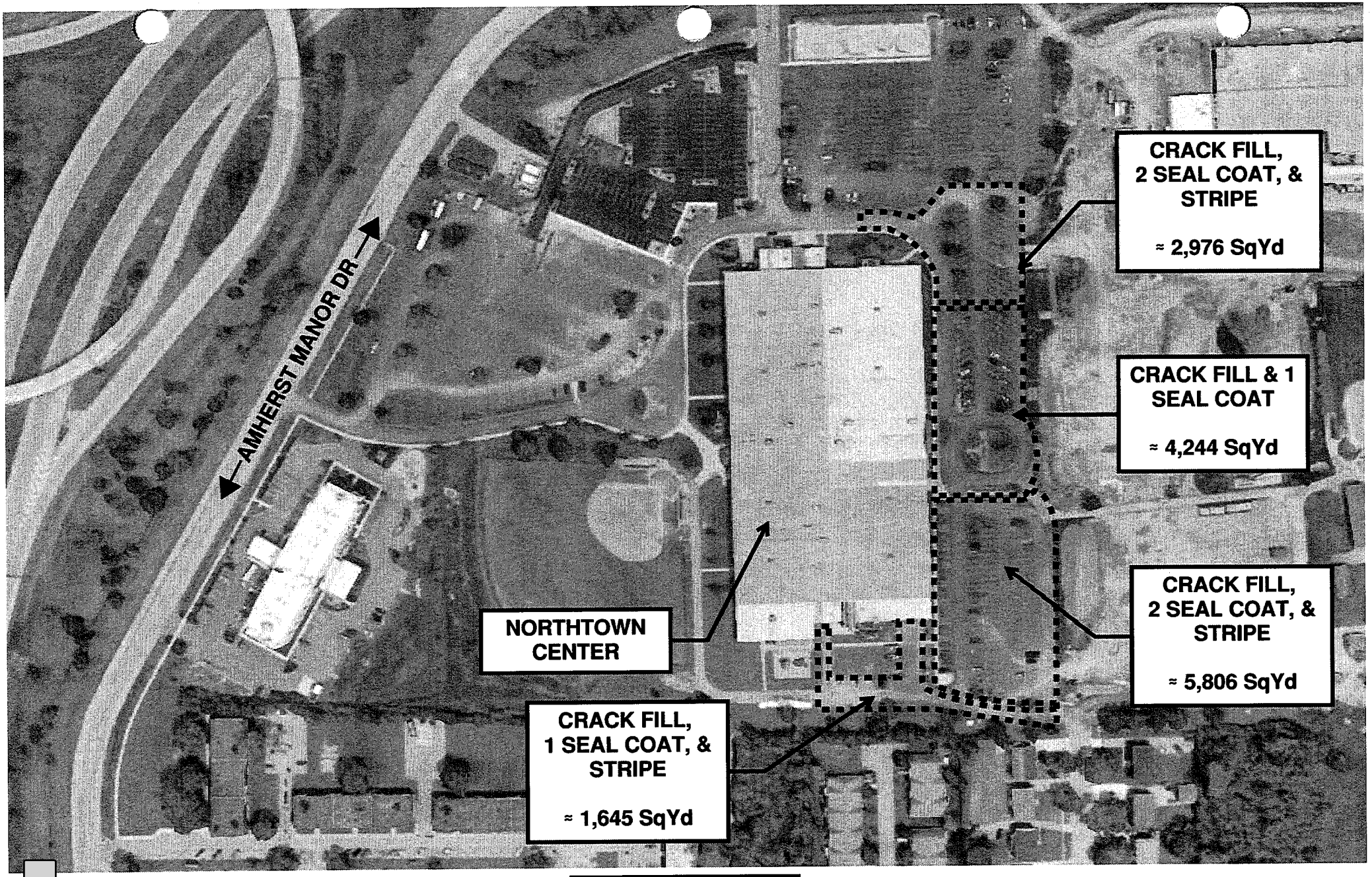

LEGEND:
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Figure 1s

Northtown Center

1615 Amherst Manor Dr, Buffalo, NY 14221

N

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

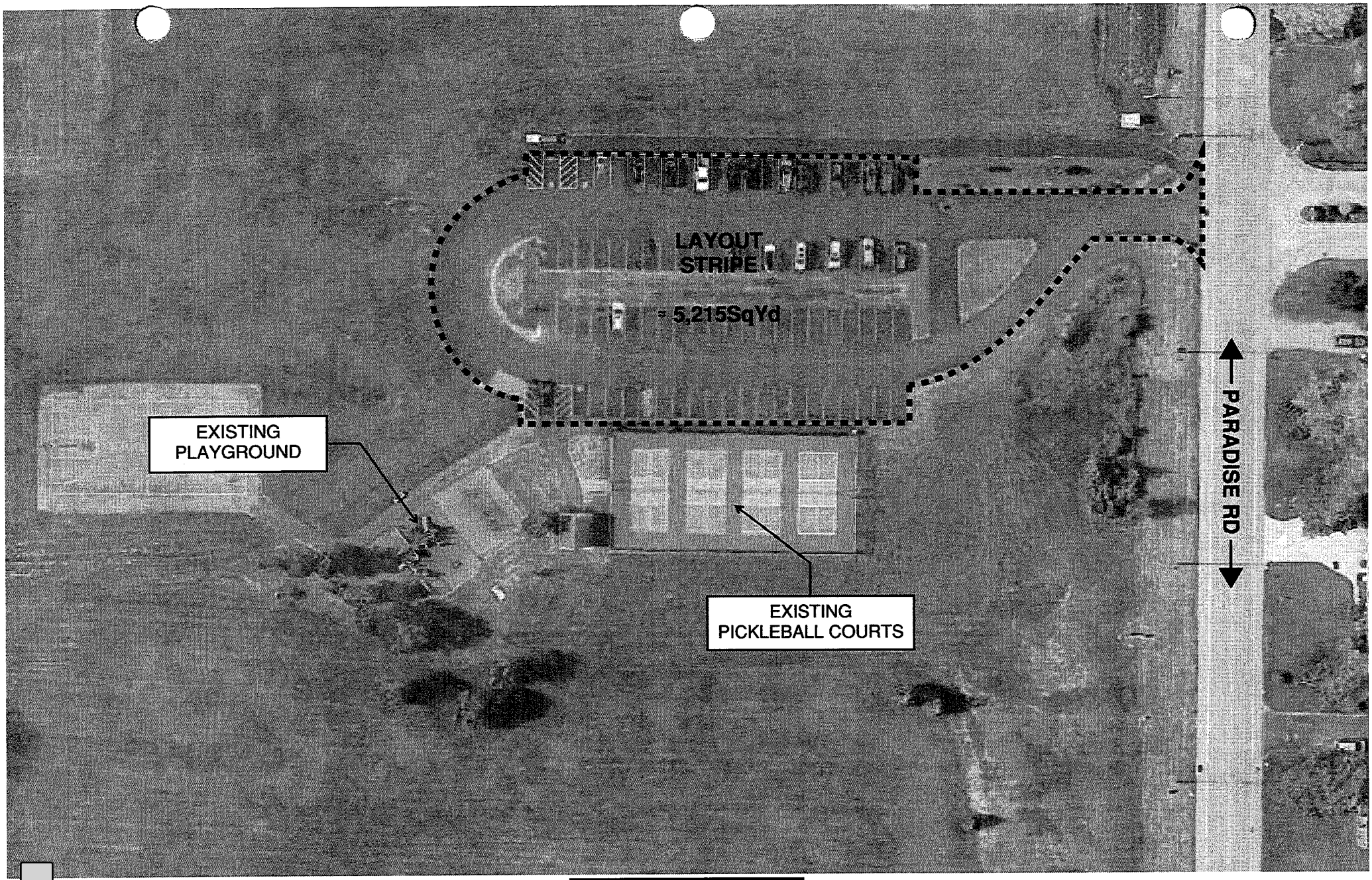

Figure 1t

Paradise Park

750 Paradise Rd, East Amherst, NY 14051

LEGEND:
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Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

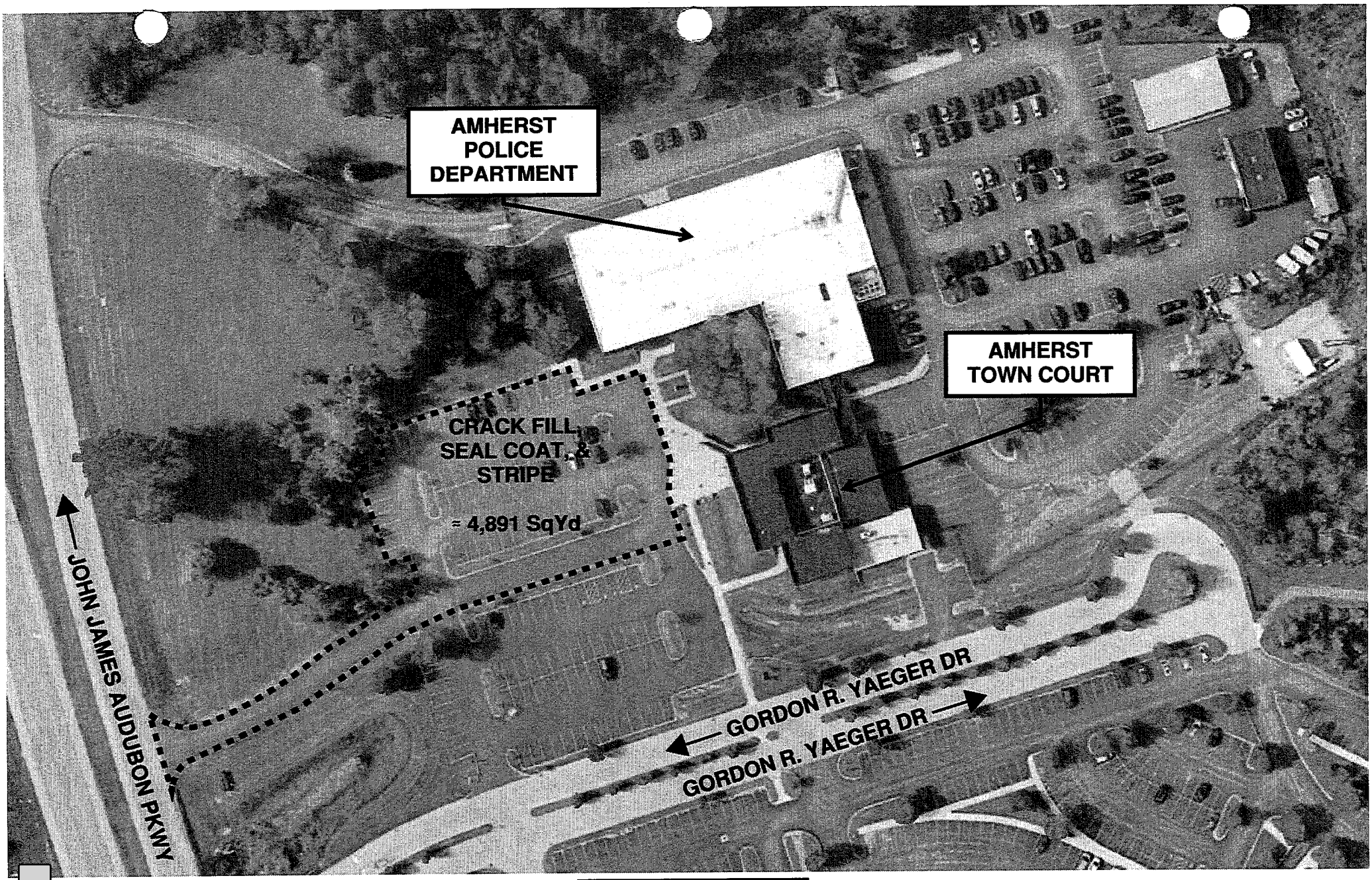

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Figure 1u

Amherst Police Department

500 John James Audubon Pkwy, Buffalo, NY 14228

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

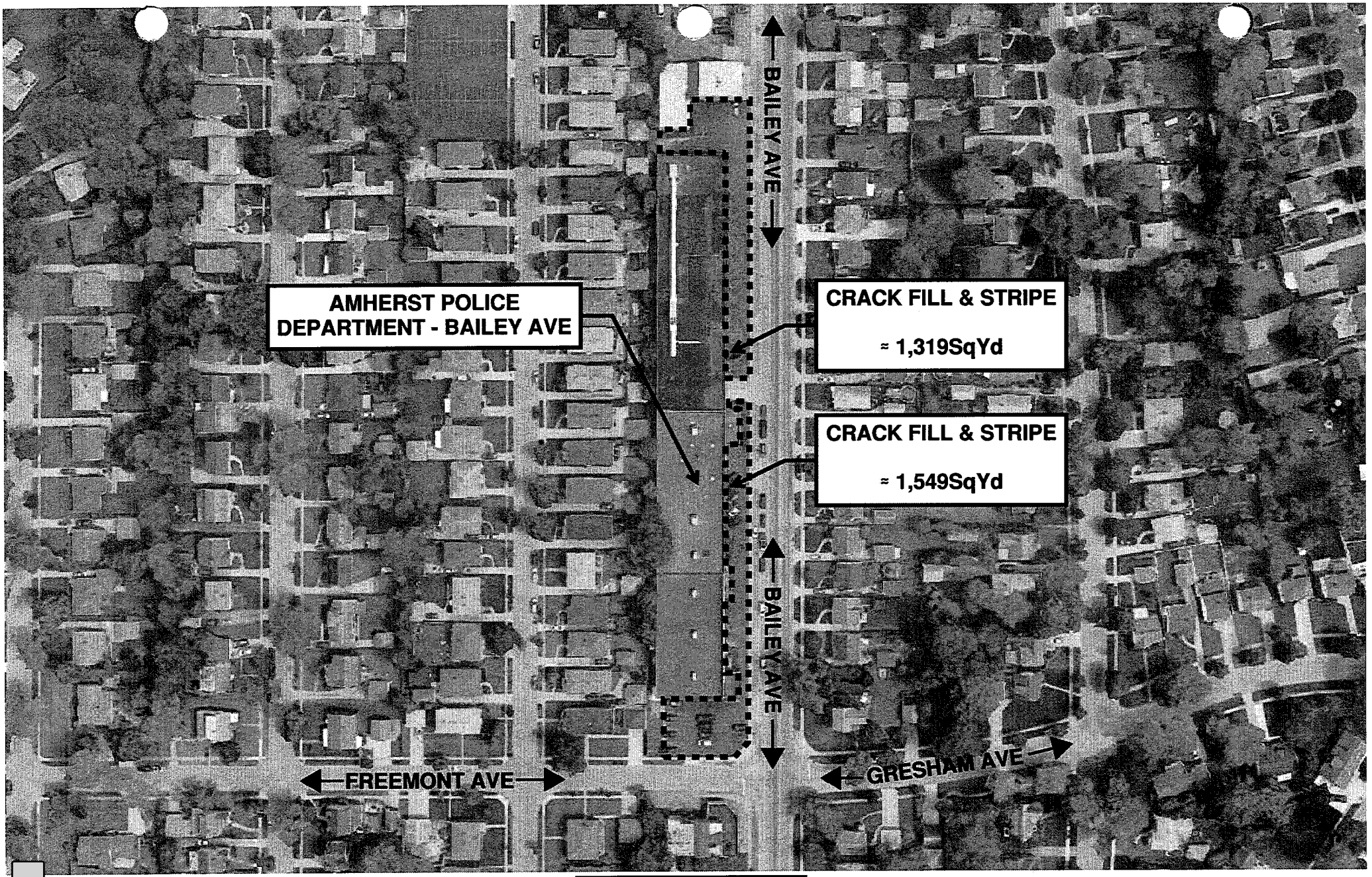

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Figure 1v

Amherst Police Department - Bailey Ave

4220 Bailey Ave, Buffalo, NY 14226

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

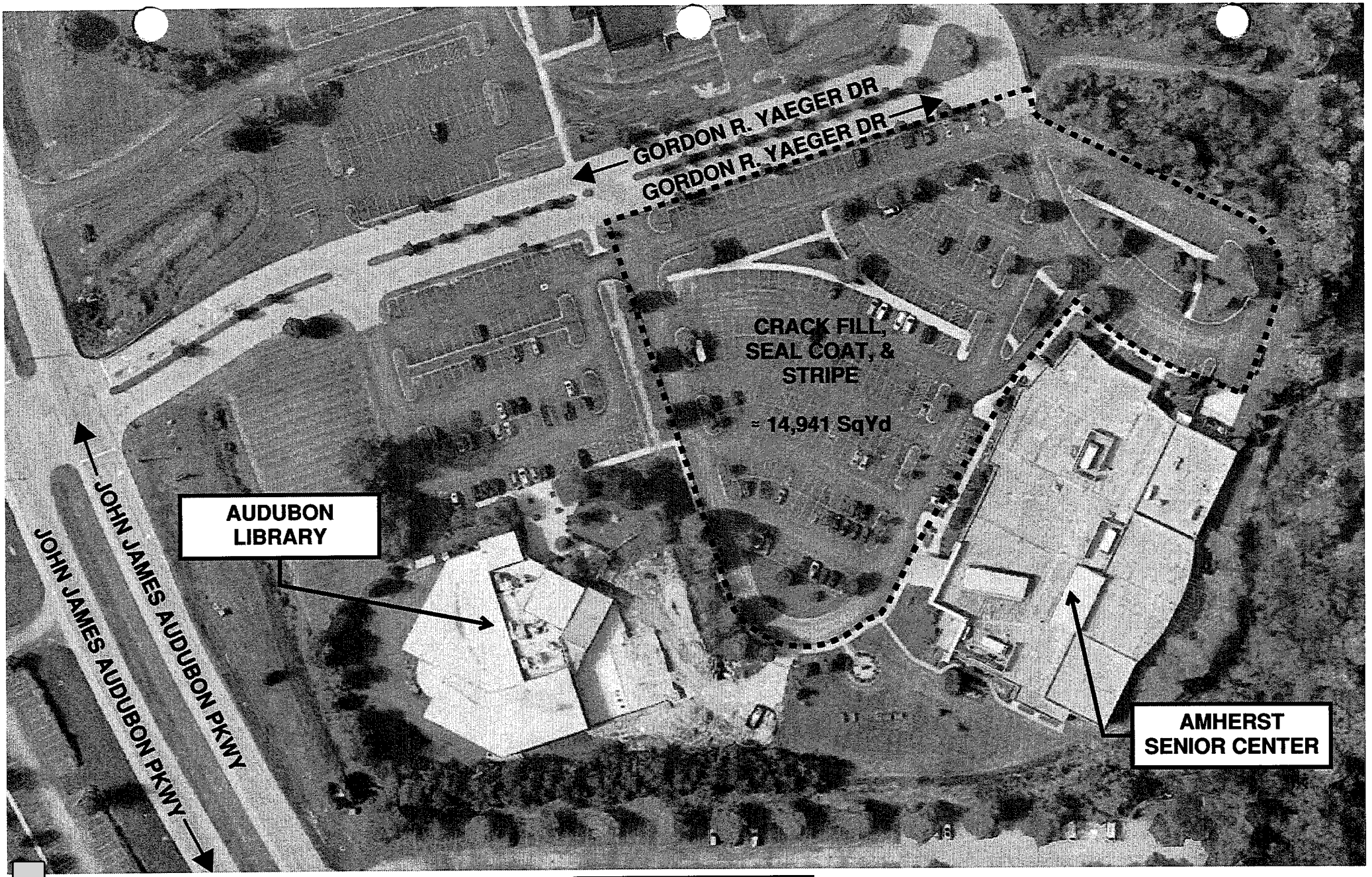

Figure 1w

Amherst Senior Center

370 John James Audubon Pkwy, Buffalo, NY 14228

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he indicates
onti

N

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

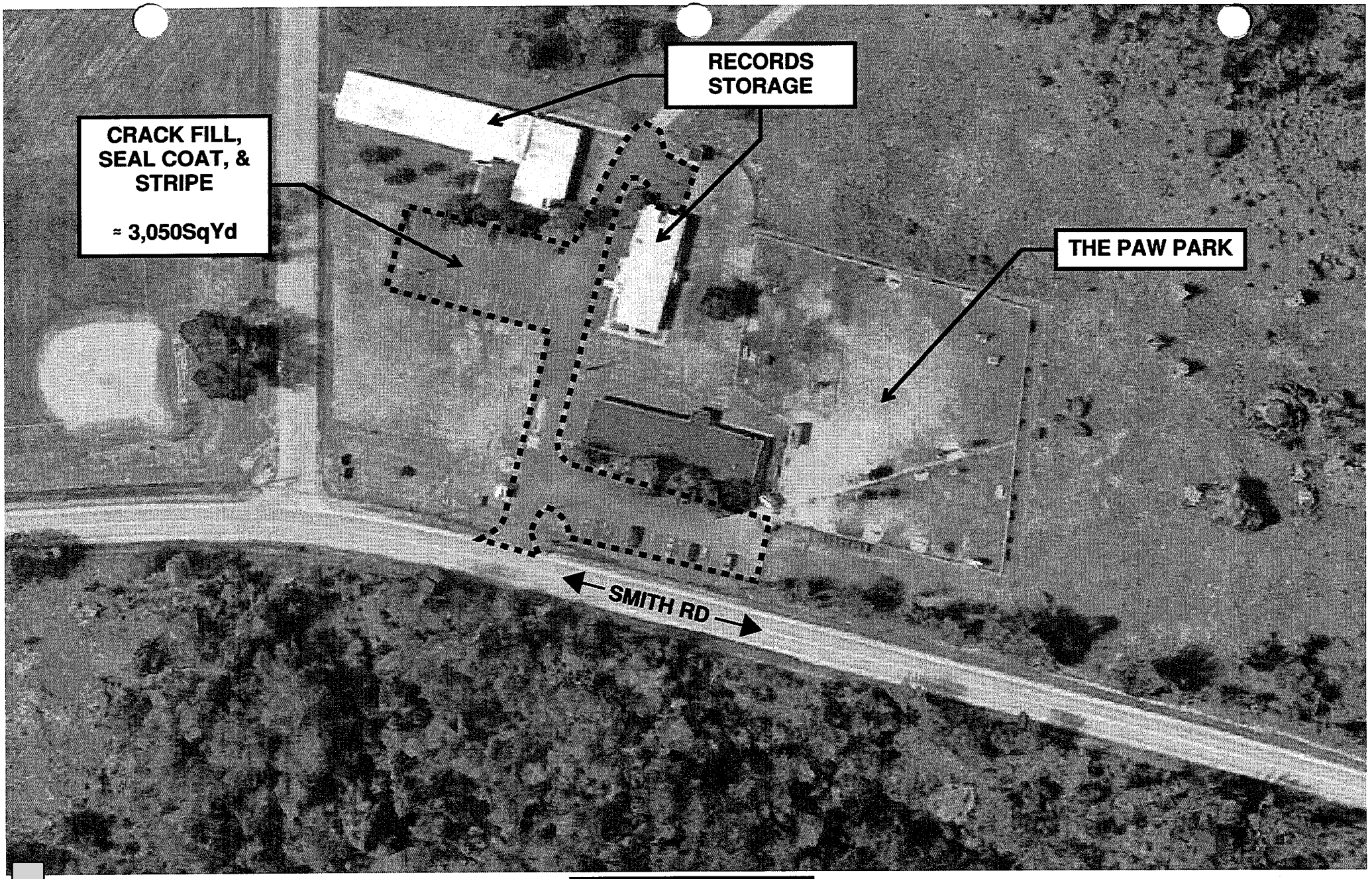

Figure 1x

Smith Road

500 Smith Rd, East Amherst, NY 14051

LEGEND:
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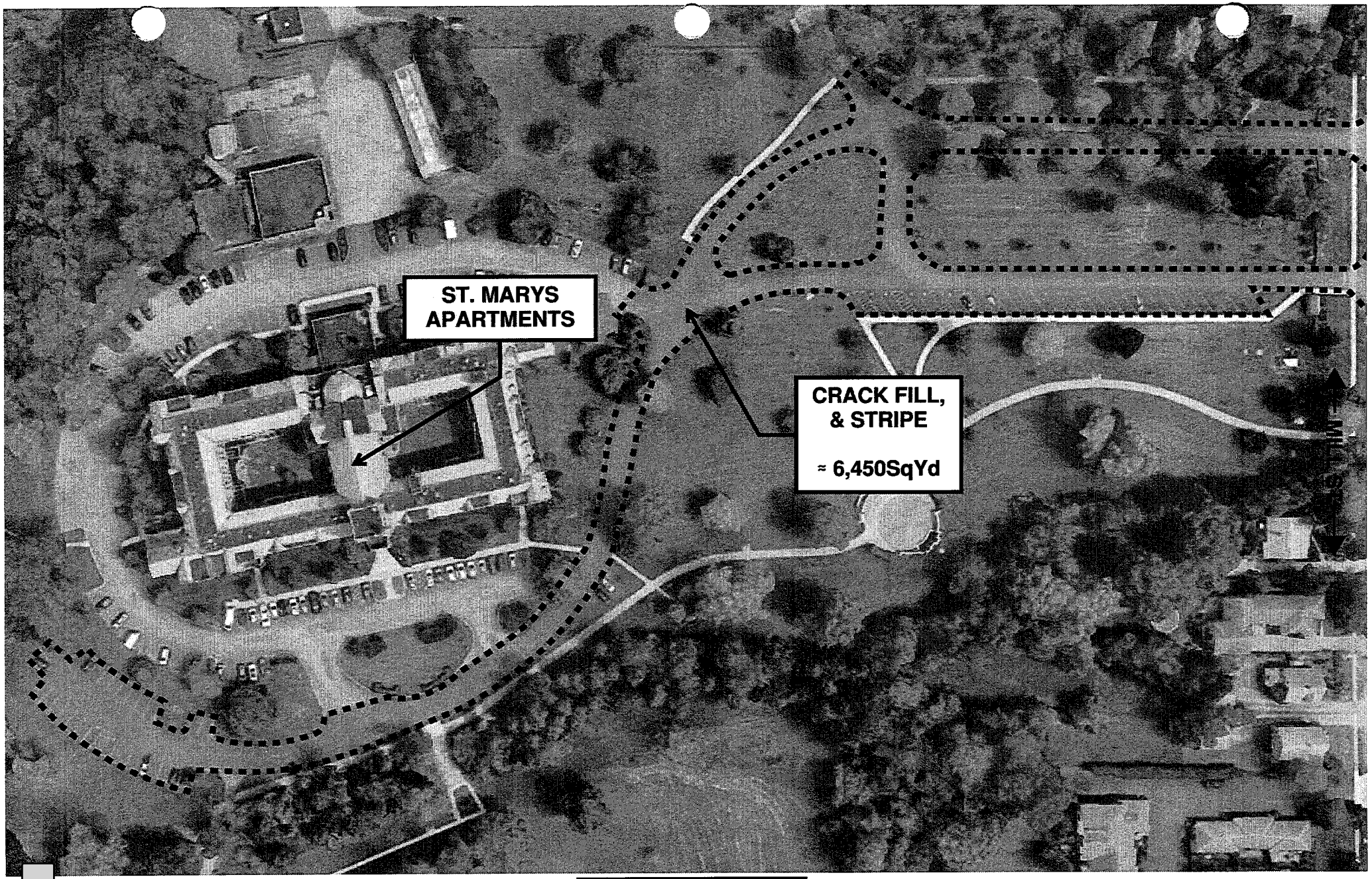
he indicates
ontr

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)



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ntra

Figure 1y

Amherst State Park

400 Mill St, Williamsville, NY 14221

Attachment: MandM (RES-2024-477 : Sealing and Striping CRS #4840 and CRS #4841)

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 29041 **RESOLUTION 2024-478** **ADOPTED**

Budget Transfers and Amendments

For May 28, 2024 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 05/22/2024
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 - 2024

FROM:	***TO:***
A7250.4110 Golf- Contractual $5,000.00	A7250.9000 Interfund Transfers $5,000.00
To transfer funds into KP2215 Golf Course Improvements capital project.	
N2330.4000 Cons Plan- Admin $18,000.00	N2321.4000 CDBG Rehab- Contractual $18,000.00
Requested per department.	
N2154.4003 AMH HOME-Admin $3,000.00	N2154.8051 AMH HOME- Dental $2,000.00 N2154.8052 AMH HOME- Vision $1,000.00
Requested per department.	
N2054.4003 AMH HOME- Admin $26,453.75	N2054.1000 AMH HOME- Personal Svcs $45,918.76
N2054.1300 AMH HOME- Longevity $1,198.84	N2054.1400 AMH HOME- Vacation Buy Back $442.54
N2054.4050 AMH HOME- Mileage $2,012.01	N2054.1853 AMH HOME- Sick Leave Inc $2,404.77
N2054.8010 AMH HOME- Retirement $14,491.00	N2054.4000 AMH HOME- Contractual $52.00
N2054.8050 AMH HOME- Hos Insurance $4,764.26	N2054.8030 AMH HOME- FICA $2,836.04
N2054.8051 AMH HOME- Dental $771.83	N2054.8052 AMH HOME- Vision $1,962.42
Requested per department.	

BUDGET AMENDMENTS - 2024

INCREASE:	***INCREASE:***
N2323.02785 CDBG & VG- PI $21,128.00	N2323.4000 Contractual $21,128.00
N2325.02785 CDBG Admin- PI $5,282.00	N2325.1000 Personal Svcs $4,906.64
	N2325.8030 FICA $375.36
To recognize Community Development program income from 343 Bauman, Amherst.	
KP2215.05031 Golf- Interfund Transfers $5,000.00	KP2215.4972 Construction $5,000.00
To set up budget for interfund transfers from A7250 into KP2215 Golf Course Improvements.	
A7145.5001 Recreation - Refund of C/Y Exp. $1,800.00	A7145.9000 Interfund Transfers $1,800.00
To recognize refund of current year expense and increase interfund transfers in A7145.9000 for transfer into KP2334 Dellwood Park Improvements.	
KP2334.05031 Interfund Transfers $1,800.00	KP2334.4972 Construction $1,800.00

To setup budget for interfund transfers from A7145 into KP2334 Dellwood Park Inclusive Field and Park Improvements.

KP2334.03826 Dellwood Park - Grant Revenue $400,000 KP2334.4972 Construction $400,000
To setup budget for KP2334 Dellwood Park Inclusive Field and Parks Improvements for DASNY Grant.

N2340.02785 AMH HOME- PI $11,849.40 N2340.4000 Contractual $11,849.40
N2354.02785 HOME Admin- PI $1,316.60 N2354.4003 10% Admin $1,316.60
To recognize Community Development program income from 104 Rosemont, Amherst

5/28/2024
Consent

FINANCIAL IMPACT:

See Descriptions.

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29028 **RESOLUTION 2024-479** **ADOPTED**

Award Bid #2024021 Wheel Loader - CRS #4837

WHEREAS, the Contract Compliance and Administration Department received bids on May 16, 2024 for Bid #2024021 for a Wheel Loader; and

WHEREAS, the bid process resulted in a response from seven (7) vendors, as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award the bid to George and Swede Sales & Service, as per the attached bid tabulation; and

BE IT FURTHER RESOLVED, the Town Board authorizes the trade in of a 2022 Hyundai HL955AXT, Vehicle ID #HHKHWL50VL0000192; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with George and Swede Sales & Service; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that the vendor only has 1 in stock.

5/28/2024
Consent

FINANCIAL IMPACT:

D5130-2600 $76,313.83

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

Bid #2024021 Wheel Loader																	
Low Bidder			Vendor Name:	Proper Performance		Five Star Equipment		Alta Construction Equipment		Southworth Milton		George & Swede		Monroe Tractor		Baschmann Services	
Item #	Quantity	U/M		Included Yes/No	Total	Included Yes/No	Total	Included Yes/No	Total	Included Yes/No	Total	Included Yes/No	Total	Included Yes/No	Total	Included Yes/No	Total
1	1	EA	2024 OR NEWER: WHEEL LOADER: JOHN DEERE 624K LOADER OR VOLVO L90H OR CATERPILLAR 938M OR HYUNDAI HL955 OR EQUIVALENT	$285,000.00	$285,000.00	$251,412.05	$251,412.05	$212,295.00	$199,095.00	$239,965.00	$239,965.00	$221,313.83	$221,313.83	$217,406.47	$217,406.47	$197,946.77	$197,946.77
			4-wheel drive			Yes		Yes		Yes		Yes		Yes		Yes	
			28,000-pound breakout force			Yes		Yes		Yes		Yes		Yes		No	
			Cab with AM-FM wide band radio			Yes		Yes		Yes		Yes		Yes		Yes	
			Ride Control			Yes		Yes		Yes		Yes		Yes		Yes	
			Final Tier 4 Engine at 198 horsepower			Yes		Yes		Yes		Yes		Yes		No	
			20.5R X 25 L3 Tires with 3PC rims			Yes		Yes		Yes		Yes		Yes		Yes	
			JRB Hydraulic Coupler; IT Compatible			Yes		Yes	$17,969.00	Yes		Yes		Yes	$8,063.44	Yes	
			JRB 4.0 cubic yard bucket with replaceable cutting edge			Yes		Yes		Yes		Yes		Yes	$12,900.00	Yes	
			Beacon and rear view camera			Yes		Yes		Yes		Yes		Yes		Yes	
			Engine block heater			Yes		Yes		Yes		Yes		Yes		Yes	
			Cab with air conditioning			Yes		Yes		Yes		Yes		Yes		Yes	
			Transmission side guards			Yes		Yes		Yes		Yes		Yes		Yes	
2	1		**TRADE-IN:** 2022 HYUNDAI HL955 4-wheel drive loader with Approximately 2,865+ hours with: cab a/c, ride control, pay load scale, rear view camera, final tier 4 engine, JRB Hydraulic coupler, JRB 4.0 cubic yard bucket, and beacon.	No Trade	No Trade		$77,200.00		$80,000.00		$90,000.00		$145,000.00		$100,000.00		$125,000.00
			TOTAL NET COST AFTER TRADE IN (ITEM 1 – ITEM 2)		$285,000.00		$174,212.05		$137,064.00		$149,965.00		$76,313.83		$138,369.91		$72,946.77

NOTES:

Proper Performance: No model was listed; No response to options as to whether included or not; Not accepting trade-in.

Five Star Equipment: Referenced OGS PC70139 and Sourcewell 032119; Quoted John Deere 624.

Alta Construction Equipment: Referenced OGS PC69437; Quoted Volvo L90H; Alta added $17,969 for JRB416 Coupler with 4.0 bucket; Also, added line items for freight and PDI & Coupler Install at a total of $2,800, which I added into their total Wheel Loader price.

Southworth Milton: Referenced OGS PC69406; Quoted Cat 938.

George & Swede: Confirmed their offering is a 2024 Hyundai HL955.

Monroe Tractor: Referenced Sourcewell 32119 CNH; Quoted 2024 Case 721G.

Baschmann: Referenced OGS 011723-HTI; Answered No to 28,000 breakout force - their offering is 26,279 BF. Answered No to Final Tier 4 Engine at 198 HP - their offering is 178 HP. Confirmed via email. Quoted Hitachi ZW180-7. Bid does not meet the horsepower and breakout force requirements that are required in the specification and therefore this bid has been disqualified.

Attachment: Bid Tab 2024021 Wheel Loader (RES-2024-479 : Award Bid #2024021 Wheel Loader - CRS #4837)

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29034 **RESOLUTION 2024-480** **ADOPTED**

Award Bid #2024019 MOYNO Progressive Cavity Pumps - CRS #4839

WHEREAS, the Contract Compliance and Administration Department received bids on May 16, 2024 for Bid #2024019 for (2) Moyno Progressive Cavity Pumps and parts ; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award the bid to Cummins-Wagner-Siewert, LLC dba Siewert Equipment, as per the attached bid tabulation; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Cummins-Wagner-Siewert, LLC dba Siewert Equipment; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that the current pumps are failing to work (one completely) and there is an 8-12 week lead time.

5/28/2024
Consent

FINANCIAL IMPACT:

KP1721-4972 $45,708.00

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

Bid #2024019 Moyno Progressive Cavity Pumps										
Low Bidder			Vendor Name:	Koester Associates		Siewert Equipment		Shrier-Martin	
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1A	2	Each	Moyno™ Progressive Cavity Pump model 2H115 G1 to duplicate serial number AS4221990 and as further outlined within this bid document.				$ -	$ 38,900.00	$ 77,800.00
1B	1	Each	Moyno # 4220108000 – Bearing Kit				$ -	$ 1,418.88	$ 1,418.88
1C	1	Each	Moyno # 4221058000 – Gear Joint Kit				$ -	$ 1,918.75	$ 1,918.75
1D	1	Each	Moyno # 4221064001 - Joint Seal Kit				$ -	$ 133.12	$ 133.12
1E	1	Each	Moyno # 4230053000 – Bearing Spacer				$ -	$ 243.20	$ 243.20
1F	1	Each	Moyno # 4240075000 – Bearing Lock Nut				$ -	$ 297.60	$ 297.60
1G	1	Each	Moyno # 3403396024 – Packing Set				$ -	$ 313.60	$ 313.60
1H	2	Each	Moyno # 4230057000 – Lantern Ring (Half)				$ -	$ 92.16	$ 184.32
1I	1	Each	Moyno # 4230100001 – Connecting Rod Assembly				$ -	$ 531.84	$ 531.84
1J	1	Each	Moyno #4240073004 – Gear Joint Shell				$ -	$ 647.04	$ 647.04
1K	1	Each	Moyno # 4240780015 – Rotor				$ -	$ 7,505.28	$ 7,505.28
1L	1	Each	Moyno # 4094000402 – Stator				$ -	$ 3,830.40	$ 3,830.40
1M	1	Each	Moyno # 4082000900 - Stator Gasket				$ -	$ 19.84	$ 19.84
			TOTAL COST FOR BID ITEMS 1A through 1M				$ -		**$ 94,843.87**
2A	2	Each	Alternate Progressive Cavity Pump: that duplicates Moyno™ Progressive Cavity Pump model 2H115 G1 serial number AS4221990 and as further outlined within this bid document. *Unit price must include labor and materials to make modifications to pump, pedestal(s), piping, electrical and control wiring as stated in the specifications.	$ 24,143.00	$ 48,286.00	$ 19,590.00	$ 39,180.00		$ -
2B	1	Each	Bearing Kit for pump 2A	$ 1,236.00	$ 1,236.00	$ 2,498.00	$ 2,498.00		$ -
2C	1	Each	Gear Joint Kit for pump 2A	$ 1,874.00	$ 1,874.00	$ 626.00	$ 626.00		$ -
2D	1	Each	Joint Seal Kit for pump 2A	$ 112.00	$ 112.00	$ 11.00	$ 11.00		$ -
2E	1	Each	Bearing Spacer for pump 2A	$ 319.00	$ 319.00	$ 84.00	$ 84.00		$ -
2F	1	Each	Bearing Lock Nut for pump 2A	$ 26.00	$ 26.00	$ 14.00	$ 14.00		$ -
2G	1	Each	Packing Set for pump 2A	$ 280.00	$ 280.00	$ 56.00	$ 56.00		$ -
2H	2	Each	Lantern Ring (Half) for pump 2A	$ 136.00	$ 272.00	$ 60.00	$ 120.00		$ -
2I	1	Each	Connecting Rod Assembly for pump 2A	$ 746.00	$ 746.00	$ 183.00	$ 183.00		$ -
2J	1	Each	Gear Joint Shell for pump 2A	$ 1,049.00	$ 1,049.00	$ 185.00	$ 185.00		$ -
2K	1	Each	Rotor for pump 2A	$ 8,360.00	$ 8,360.00	$ 1,648.00	$ 1,648.00		$ -
2L	1	Each	Stator for pump 2A	$ 3,979.00	$ 3,979.00	$ 1,088.00	$ 1,088.00		$ -
2M	1	Each	Stator Gasket for pump 2A	$ 23.00	$ 23.00	$ 15.00	$ 15.00		$ -
			TOTAL COST FOR BID ITEMS 2A through 2M		**$ 66,562.00**		**$ 45,708.00**		$ -
			NO ADDITIONAL COSTS WILL BE CONSIDERED						

NOTES:

Koester: Entered their bid in the Moyno pump section, but should have been entered in the alternative pump section. Per page 5, they are offering a Roto Pump offering that is a drop in replacement. They also provided additional information regarding their pump offering separate from the bid package.

Koester's total for bid items 2A-2M is incorrect. Koester total price on the bid is $66,652, but the correct total is $66,562.

Siewert Equipment: Bid Seepex/Hydro as per description on page 5.

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29030 **RESOLUTION 2024-481** **ADOPTED**

Award Contract for Audiometric Services - CRS #4838

WHEREAS, the Contract Compliance and Administration Department received for Audiometric Services; and

WHEREAS, the quote process resulted in a response from four (4) vendors, as per the attached quote analysis form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award to The Hearing Advantage; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with The Hearing Advantage; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that we are currently without a contract.

5/28/2024
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

Audiometric Testing Comparison - 3 site visits									
		Healthworks		The Hearing Advantage		Professional Health Services		Mobile Health Exams	
	Quantity	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
On-site Audiogram Testing for up to XX employees	200	$ 24.00	$ 4,800.00	inc.	$ -	$ 2.00	$ 400.00	inc.	$ -
Set up fee price mobile testing lab to come to facility	3	$ 250.00	$ 750.00	$ 1,400.00	$ 4,200.00	$ 200.00	$ 600.00	$ 1,900.00	$ 5,700.00
Equipment usage charge (Per Day)	3					$ 1,100.00	$ 3,300.00	inc.	$ -
On-site Medical Assistant (Per Hour)	24	$ 58.00	$ 1,392.00	inc.	$ -				
On-site Medical Assistant (Per Day)	3					$ 600.00	$ 1,800.00		
Price for employees to come to vendor testing office	1	$ 35.00		N/A	N/A	N/A	N/A	N/A	N/A
Reports and Summaries	200	inc.	$ -	inc.	$ -	$ 1.00	$ 200.00	inc.	$ -
Generator (if required)						$ 250.00			
Hourly Rate for overtime (after 8 hours)	2	$ 58.00	$ 116.00	$ 150.00	$ 300.00	$ 125.00	$ 250.00	$ 250.00	$ 500.00
	Total		$ 7,058.00		$ 4,500.00		$ 6,550.00		$ 6,200.00
Noise Survey				$1,850.00					
Noise Sampling		N/A		$900-$1100		N/A		N/A	

Notes:

Healthworks: Can go through approximately 12-15 audiograms per hour. No overtime charge, they are 24/7 and the hourly rate is the same.

The Hearing Advantage: Now charges by the day - $1,400 for an 8 hour day and $1,100 for a half day (4 hours). If more than 8 hours are needed in a day, there will be an additional $150 per hour added, up to 10 hours. They also no longer offer in office testing as they have gone fully remote. Noise Survey pricing varies based on level of complexity. Noise survey is a per day charge if needed.

Professional Health Services: Does not offer office testing, but if done at third party, the report can be sent to PHS and they can add it in to their reports/summaries. They can process about 12 per hour / 100 per day.

Mobile Health Exams: Testing must be done in 6 consecutive days. Up to 15 tests per hour. In office testing not available. Additional hourly charge of $250 per hour after 8 hours.

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Emergency Services
Initiated by: **Jim Zymanek**
Co-Sponsored by:

DOC ID: 29012 **RESOLUTION 2024-482** **ADOPTED**

Agreement for Non-Town of Amherst Vehicle to Park at Harlem Road Community Center (CRS ID #4830)

Approval is requested for the Town Supervisor to sign the "Permission to Park, Release and Hold Harmless Agreement" drafted by the Town of Amherst Attorney's Office to release the Town of Amherst from any and all liability, to allow the non-Town of Amherst AutoBase, Inc. New York State Department of Transportation Highway Emergency Patrol (H.E.L.P.) vehicle to park in the parking lot of the Harlem Road Community Center to January 31, 2026. This Agreement has successfully completed the Contract Routing System approval process.

5/28/2024
Consent

FINANCIAL IMPACT:

Zero financial impact

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

PERMISSION TO PARK, RELEASE AND HOLD HARMLESS AGREEMENT

I, the undersigned, the owner of a vehicle described as: Dodge Ram 2500 Pick-Up Truck NYSDOT H.E.L.P. Program Vehicle, VIN #3C6UR5HJ4NG232452, NY 30690ND.

(*Describe vehicle make, model, year, type, color, VIN, and give license plate state and number.*)

Desire to park said vehicle(s) at the Harlem Road Community Center, 4255 Harlem Road, Amherst, New York 14226, during the period of February 1, 2024 to January 31, 2026.

In consideration of the privilege of parking for my vehicle(s) at the Harlem Road Community Center (whether overnight or daily) and for such other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, I on behalf of myself and my company do hereby release the Town of Amherst and their respective officers, directors, members, partners, subsidiaries, related and affiliated entities, agents, servants, and employees (the Released parties) from any and all liability of every kind and nature from personal injury or property damage no matter how sustained which may result from parking the above described vehicle(s) at the Harlem Road Community Center. I also agree that I park at my own risk and that I am solely responsible for the towing of my vehicle should the need for removal by tow-truck assistance be required. I agree to indemnify and hold the Town of Amherst harmless from and against any and all causes of action, demands, claims, costs (including reasonable attorney's fees), and all liabilities whatsoever which result from parking the above vehicle(s) at the Harlem Road Community Center, including all claims for bodily injury or property damage arising out of or resulting from or occasioned by the undersigned's entry into the Harlem Road Community Center.

The undersigned acknowledges that the Town of Amherst has made no representation, promises or warranties with respect to the use of the parking lot. The undersigned further acknowledges that security may not be provided and that all parking at the Harlem Road Community Center is AT THE UNDERSIGNED'S SOLE RISK.

Donna LaBella, President — Donna LaBella

Print Name — Signature

326 Bayview Avenue — Amityville — New York — 11701

Address — City — State — Zip

877-642-5780

Phone Number

Joseph LaBella — 516-754-5409

Emergency Contact (Print Name) — Emergency Contact Phone Number

THIS FORM ONLY CONSTITUTES AS AN AGREEMENT ONCE FULLY EXECUTED BY A REPRESENTATIVE OF THE TOWN OF AMHERST

Brian J. Kulpa
Town Supervisor

Date

Attachment: H.E.L.P. Vehicle HRCC Parking Agreement 2024 to 2026.1.31 (RES-2024-482 : Agreement for Non-Town of Amherst Vehicle to Park

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29050 **RESOLUTION 2024-483** **ADOPTED**

Budget Neutral Bond Account Transfer Request Royal Park Sports Complex Improvements TOA Project No. 2019.055

As per resolutions 2024-436 through 2024-440 that were approved at the May 13, 2024 Town Board meeting, all five (5) prime contracts associated with the construction of the above project were awarded to their lowest respective bidders. As such and in an effort to consolidate all available project funds for construction, would you please approve the following budget neutral bond account budget transfer of $218,784.00 from KP2303.4979 (contingency) to KP2303.4972 (construction)?

Thank you for considering this request.

5/28/2024
Consent

FINANCIAL IMPACT:

please approve the following budget neutral bond account budget transfer of $218,784.00 from KP2303.4979 (contingency) to KP2303.4972 (construction)?

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 29027 **RESOLUTION 2024-484** **ADOPTED**

Auction of Highway Department Surplus Equipment - Spring 2024

In an effort to sell various antiquated Highway and Parks Department equipment, the Highway Department is requesting permission to participate with the Town approved Online Auctioneer Services Company approved per Resolution 2019-1248, CRS# 1706.

The Online Auctions are on-going with the Auctions International, Inc., 11167 Big Tree Road, East Aurora, NY 14052. The Town of Amherst will not be charged for selling or advertising.

May we please have the approval to place the itemized equipment in the auction?

5/28/2024
Consent

FINANCIAL IMPACT:

REVENUE

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

AMHERST HIGHWAY DEPARTMENT

1042 North Forest Road Williamsville, New York 14221

Steven Floss
Superintendent of Highways
sfloss@amherst.ny.us

Kurt Stanley
Deputy Superintendent of Highways
kstanley@amherst.ny.us

PHONE (716) 631-7117

FAX (716) 631-7265

www.amherst.ny.us

AUCTION OF HIGHWAY VEHICLES/EQUIPMENT
(UPDATED 5.21.24)

	INVENTORY #	MAKE	DESCRIPTION	YEAR	CONDITION
1	27	CHEVROLET	1500 PICK UP	2006	POOR
2	51	FORD	F-550 FALT BED	2000	POOR
3	61	CHEVROLET	1500 PICKUP	2007	POOR
4	70	FORD	F-150 PICKUP	2007	POOR
5	611	CHEVROLET	3500 DUMP	2007	POOR
6	646	JOHN DEERE	TRACTOR	1995	POOR
7	610	CHEVROLET	1500 PICKUP	2006	POOR
8	P-53	SCAG	MOWER	2005	POOR
9	264	FREIGHTLINER	PACKER	1997	POOR
10	37	CHEVROLET	3500 DUMP	2006	POOR
11	38	CHEVROLET	3500 DUMP	2006	POOR
12	82	FORD	E-350	1997	POOR
13	324	BANDIT	WOOD CHIPPER	2005	POOR
14	154	ELGIN	SWEEPER	2005	POOR
15	75	FORD	F-250	2011	POOR
16	64	FORD	F-150	2010	POOR
17	631	FORD	TRACTOR 545C	1988	POOR
18	66	CHEVROLET	3500	2008	POOR
19	T-5	BORCO	28' DUMPTRAILER	1995	POOR

Attachment: AUCTION ITEMS (RES-2024-484 : Auction of Highway Department Surplus Equipment - Spring 2024)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by Paul Anderson department Highway date 5/7/24

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	Highway
division	Shop/Machinery
town seal	☒ yes ☐ no
vehicle identification no. (vin)	AGCEK14V86E184580
license plate	AB5999
vehicle id / no.	27
vehicle make	CHEVY
vehicle model	1500
vehicle year	2006
owned or leased	
how vehicle was acquired	

purchase price	$15,343
annual lease cost	
purchase date	1/4/06
vendor / vendor no.	Hoselton
purchase order number	
town board resolution no.	
est. replacement year	
current mileage	143,158
est. miles per year	
serviced by	
est. annual service costs	

primary purpose	General
vehicle assigned to	
authorized take home	☐ yes ☒ no
is vehicle taken home	☐ yes ☒ no
rationale for take home	
date updated	
comments	
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	auction
title in clerk's office	☐ yes ☒ no

form VIF

revised 1111

Attachment: AUCTION ITEMS (RES-2024-484 : Auction of Highway Department Surplus Equipment - Spring 2024)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by Paul Anderson department Highway date 5/8/24

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Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	Highway
division	Shop/Machinery
town seal	☒ yes ☐ no
vehicle identification no. (vin)	1FDAF57F6YEE26568
license plate	AB6017
vehicle id / no.	51
vehicle make	Ford
vehicle model	F-550
vehicle year	2000
owned or leased	
how vehicle was acquired	

purchase price	$30,944
annual lease cost	
purchase date	8/7/00
vendor / vendor no.	Genesee Truck Sales
purchase order number	
town board resolution no.	
est. replacement year	
current mileage	137,453
est. miles per year	
serviced by	
est. annual service costs	

primary purpose	general
vehicle assigned to	
authorized take home	☐ yes ☒ no
is vehicle taken home	☐ yes ☒ no
rationale for take home	
date updated	
comments	
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	auction
title in clerk's office	☐ yes ☒ no

form VIF

Attachment: AUCTION ITEMS (RES-2024-484 : Auction of Highway Department Surplus Equipment - Spring 2024)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by Paul Anderson department Highway date 5/7/24

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Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	Highway
division	Shop/Machinery
town seal	☒ yes ☐ no
vehicle identification no. (vin)	1GCEC14V57E103095
license plate	AZ9409
vehicle id / no.	61
vehicle make	CHEVY
vehicle model	1500
vehicle year	2007
owned or leased	
how vehicle was acquired	

purchase price	$11,481
annual lease cost	
purchase date	7/14/06
vendor / vendor no.	HOSELTON
purchase order number	
town board resolution no.	
est. replacement year	
current mileage	150,304
est. miles per year	
serviced by	
est. annual service costs	

primary purpose	general
vehicle assigned to	
authorized take home	☐ yes ☒ no
is vehicle taken home	☐ yes ☒ no
rationale for take home	
date updated	
comments	
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	
title in clerk's office	☐ yes ☒ no

form VIF

Attachment: AUCTION ITEMS (RES-2024-484 : Auction of Highway Department Surplus Equipment - Spring 2024)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by Paul Anderson department Highway date 5/8/24

Reset Form

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Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	Highway
division	Shop/Machinery
town seal	☒ yes ☐ no
vehicle identification no. (vin)	1FTRF122X7ND32973
license plate	AB5965
vehicle id / no.	70
vehicle make	Ford
vehicle model	F-150
vehicle year	2007
owned or leased	
how vehicle was acquired	

purchase price	$11,695
annual lease cost	
purchase date	7-16-07
vendor / vendor no.	Fairport Ford
purchase order number	
town board resolution no.	
est. replacement year	
current mileage	88,548
est. miles per year	
serviced by	
est. annual service costs	

primary purpose	
vehicle assigned to	
authorized take home	☐ yes ☒ no
is vehicle taken home	☐ yes ☒ no
rationale for take home	
date updated	
comments	
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	auctioned
title in clerk's office	☐ yes ☒ no

form VIF

Attachment: AUCTION ITEMS (RES-2024-484 : Auction of Highway Department Surplus Equipment - Spring 2024)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by Paul Anderson department Highway date 5/10/24

Reset Form

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Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	Highway
division	Shop/Machinery
town seal	☒ yes ☐ no
vehicle identification no. (vin)	1GCEC14VX6E184299
license plate	AB6025
vehicle id / no.	611
vehicle make	Chevy
vehicle model	3500
vehicle year	2007
owned or leased	
how vehicle was acquired	

purchase price	$25,824
annual lease cost	
purchase date	11/8/07
vendor / vendor no.	
purchase order number	
town board resolution no.	
est. replacement year	
current mileage	unknown
est. miles per year	
serviced by	
est. annual service costs	

primary purpose	General
vehicle assigned to	
authorized take home	☐ yes ☒ no
is vehicle taken home	☐ yes ☐ no
rationale for take home	
date updated	
comments	
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	Auction
title in clerk's office	☐ yes ☒ no

form VIF

Attachment: AUCTION ITEMS (RES-2024-484 : Auction of Highway Department Surplus Equipment - Spring 2024)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by Paul Anderson department Highway date 5/10/24

Reset Form

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Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	Highway
division	Shop/Machinery
town seal	☐ yes ☒ no
vehicle identification no. (vin)	LV0955D183228
license plate	
vehicle id / no.	646
vehicle make	John Deere
vehicle model	2955 4WD Tractor
vehicle year	1995
owned or leased	
how vehicle was acquired	

purchase price	
annual lease cost	
purchase date	3/22/95
vendor / vendor no.	Drake
purchase order number	670944
town board resolution no.	
est. replacement year	
current mileage	
est. miles per year	
serviced by	
est. annual service costs	

primary purpose	General
vehicle assigned to	
authorized take home	☐ yes ☒ no
is vehicle taken home	☐ yes ☒ no
rationale for take home	
date updated	
comments	55 H.P.
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	quetion
title in clerk's office	☐ yes ☒ no

form VIF

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Attachment: AUCTION ITEMS (RES-2024-484 : Auction of Highway Department Surplus Equipment - Spring 2024)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by Paul Anderson department Highway date 5/8/24

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	Highway
division	Shop/Machinery
town seal	☒ yes ☐ no
vehicle identification no. (vin)	1GCEC14VX6E184299
license plate	AB6025
vehicle id / no.	610
vehicle make	Chevy
vehicle model	1500
vehicle year	2006
owned or leased	
how vehicle was acquired	

purchase price	$11,481
annual lease cost	
purchase date	1/9/06
vendor / vendor no.	Haselton
purchase order number	
town board resolution no.	
est. replacement year	
current mileage	117,557
est. miles per year	
serviced by	
est. annual service costs	

primary purpose	general
vehicle assigned to	
authorized take home	☐ yes ☒ no
is vehicle taken home	☐ yes ☒ no
rationale for take home	
date updated	
comments	
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	auction
title in clerk's office	☐ yes ☒ no

form VIF

Attachment: AUCTION ITEMS (RES-2024-484 : Auction of Highway Department Surplus Equipment - Spring 2024)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by Paul Anderson department Highway date 5/10/24

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department: Highway
division: Shop/Machinery
town seal: ☒ yes ☐ no
vehicle identification no. (vin): 1FVXJLCB4VL792691
license plate:
vehicle id / no.: 264
vehicle make: Freightliner
vehicle model: FL80
vehicle year: 1997
owned or leased:
how vehicle was acquired:

purchase price: $91,424
annual lease cost:
purchase date: Oct. 96
vendor / vendor no.: Fleet Maintenance
purchase order number:
town board resolution no.:
est. replacement year:
current mileage: 65,231
est. miles per year:
serviced by:
est. annual service costs:

primary purpose: Leaf pickup
vehicle assigned to:
authorized take home: ☐ yes ☒ no
is vehicle taken home: ☐ yes ☒ no
rationale for take home:
date updated:
comments:
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance): auction
title in clerk's office: ☐ yes ☒ no

form VIF

Attachment: AUCTION ITEMS (RES-2024-484 : Auction of Highway Department Surplus Equipment - Spring 2024)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by Paul Anderson department Highway date 5/8/24

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department: Highway
division: Shop/Machinery
town seal: ☒ yes ☐ no
vehicle identification no. (vin): 1GBJC34U96E225981
license plate: AB5986
vehicle id / no.: 37
vehicle make: Chevy
vehicle model: 3500
vehicle year: 2006
owned or leased:
how vehicle was acquired:

purchase price: $23,500
annual lease cost:
purchase date: 3/31/06
vendor / vendor no.: Basil
purchase order number:
town board resolution no.:
est. replacement year:
current mileage: unknown
est. miles per year:
serviced by:
est. annual service costs:

primary purpose: General
vehicle assigned to:
authorized take home: ☐ yes ☒ no
is vehicle taken home: ☐ yes ☒ no
rationale for take home:
date updated:
comments:
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance): auction
title in clerk's office: ☐ yes ☒ no

form VIF

Attachment: AUCTION ITEMS (RES-2024-484 : Auction of Highway Department Surplus Equipment - Spring 2024)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by Paul Anderson department Highway date 5/8/24

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ■ disposal of a vehicle

department	Highway	purchase price	$23,500	primary purpose	General
division	Shop/Machinery	annual lease cost		vehicle assigned to	
town seal	■ yes ☐ no	purchase date	4/3/06	authorized take home	☐ yes ■ no
vehicle identification no. (vin)	1GBJC34U36E227466	vendor / vendor no.	Basil	is vehicle taken home	☐ yes ■ no
license plate	AB5987	purchase order number		rationale for take home	
vehicle id / no.	38	town board resolution no.		date updated	
vehicle make	Chevy	est. replacement year		comments	
vehicle model	3500	current mileage	158,059	disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	auction
vehicle year	2006	est. miles per year			
owned or leased		serviced by		title in clerk's office	☐ yes ■ no
how vehicle was acquired		est. annual service costs			

form VIF

Attachment: AUCTION ITEMS (RES-2024-484 : Auction of Highway Department Surplus Equipment - Spring 2024)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by Paul Anderson department Highway date 5/8/24

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	Highway
division	Shop/Machinery
town seal	☒ yes ☐ no
vehicle identification no. (vin)	1FDKE3762VHA26437
license plate	AB6047
vehicle id / no.	82
vehicle make	Ford
vehicle model	E-350 Van
vehicle year	1997
owned or leased	
how vehicle was acquired	

purchase price	$24,199
annual lease cost	
purchase date	12/11/96
vendor / vendor no.	Muck Motors
purchase order number	
town board resolution no.	
est. replacement year	
current mileage	38,698
est. miles per year	
serviced by	
est. annual service costs	

primary purpose	
vehicle assigned to	Carpenter Shop
authorized take home	☐ yes ☒ no
is vehicle taken home	☐ yes ☒ no
rationale for take home	
date updated	
comments	
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	
title in clerk's office	☐ yes ☒ no

form VIF

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Attachment: AUCTION ITEMS (RES-2024-484 : Auction of Highway Department Surplus Equipment - Spring 2024)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by Paul Andelsu department Highway date 5/15/24

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a ~~vehicle~~ equipment

department	Highway	purchase price		primary purpose	Tree service
division	Tree Service	annual lease cost		vehicle assigned to	
town seal	☒ yes ☐ no	purchase date	9/15/05	authorized take home	☐ yes ☐ no
vehicle identification no. (vin)	4FMUS15165R020752	vendor / vendor no.	Tracey Road	is vehicle taken home	☐ yes ☐ no
license plate		purchase order number		rationale for take home	
vehicle id / no.	324	town board resolution no.		date updated	
vehicle make	Bandit	est. replacement year		comments	
vehicle model	250	current mileage		disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	auction
vehicle year	2005	est. miles per year			
owned or leased		serviced by		title in clerk's office	☐ yes ☐ no
how vehicle was acquired		est. annual service costs			

form VIF

Attachment: AUCTION ITEMS (RES-2024-484 : Auction of Highway Department Surplus Equipment - Spring 2024)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by Paul Anderson department Highway date 5/8/24

Reset Form

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Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ■ disposal of a vehicle

department: Highway
division: Shop/Machinery
town seal: ☒ yes ☐ no
vehicle identification no. (vin): 1FDXH81C4VVA44402
license plate: AB6020
vehicle id / no.: 154
vehicle make: Elgin / Ford
vehicle model: Sweeper
vehicle year: 1997
owned or leased:
how vehicle was acquired:

purchase price: $128,949
annual lease cost:
purchase date: 6/22/98
vendor / vendor no.: Monroe Tractor
purchase order number:
town board resolution no.:
est. replacement year:
current mileage: 11,551 hours
est. miles per year:
serviced by:
est. annual service costs:

primary purpose: Road Cleaning
vehicle assigned to:
authorized take home ☐ yes ☐ no
is vehicle taken home ☐ yes ☐ no
rationale for take home:
date updated:
comments:
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance): auction
title in clerk's office ☐ yes ☒ no

form VIF

Attachment: AUCTION ITEMS (RES-2024-484 : Auction of Highway Department Surplus Equipment - Spring 2024)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by Paul Anderson department Highway date 5/8/24

Reset Form

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Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	Highway
division	Shop/Machinery
town seal	☒ yes ☐ no
vehicle identification no. (vin)	1FTBF2B6XBEA81728
license plate	AB5903
vehicle id / no.	75
vehicle make	Ford
vehicle model	F-250 4X4
vehicle year	2011
owned or leased	
how vehicle was acquired	

purchase price	$25,080
annual lease cost	
purchase date	9/8/10
vendor / vendor no.	
purchase order number	
town board resolution no.	
est. replacement year	
current mileage	139,357
est. miles per year	
serviced by	
est. annual service costs	

primary purpose	general
vehicle assigned to	
authorized take home	☐ yes ☒ no
is vehicle taken home	☐ yes ☒ no
rationale for take home	
date updated	
comments	
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	
title in clerk's office	☐ yes ☒ no

form VIF

Attachment: AUCTION ITEMS (RES-2024-484 : Auction of Highway Department Surplus Equipment - Spring 2024)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by Paul Anderson department Highway date 5/8/24

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ■ disposal of a vehicle

department	Highway
division	Shop/Machinery
town seal	■ yes ☐ no
vehicle identification no. (vin)	1FTNF1CYXAKE33056
license plate	AB5897
vehicle id / no.	64
vehicle make	Ford
vehicle model	F-150
vehicle year	2010
owned or leased	
how vehicle was acquired	

purchase price	$15,976
annual lease cost	
purchase date	8/26/10
vendor / vendor no.	VanBortel
purchase order number	
town board resolution no.	
est. replacement year	
current mileage	75,059
est. miles per year	
serviced by	
est. annual service costs	

primary purpose	general
vehicle assigned to	
authorized take home	☐ yes ■ no
is vehicle taken home	☐ yes ■ no
rationale for take home	
date updated	
comments	
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	
title in clerk's office	☐ yes ■ no

form VIF

Attachment: AUCTION ITEMS (RES-2024-484 : Auction of Highway Department Surplus Equipment - Spring 2024)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by Paul Anderson department Highway date 5/10/24

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department: Highway

division: Shop/Machines

town seal: ☐ yes ☒ no

vehicle identification no. (vin): A400617

license plate:

vehicle id / no.: 631

vehicle make: Ford

vehicle model: 545C

vehicle year: 1988

owned or leased:

how vehicle was acquired:

purchase price:

annual lease cost:

purchase date:

vendor / vendor no.:

purchase order number:

town board resolution no.:

est. replacement year:

current mileage:

est. miles per year:

serviced by:

est. annual service costs:

primary purpose: Parks

vehicle assigned to:

authorized take home ☐ yes ☐ no

is vehicle taken home ☐ yes ☐ no

rationale for take home:

date updated:

comments:

disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance): auction

title in clerk's office ☐ yes ☐ no

form VIF

Attachment: AUCTION ITEMS (RES-2024-484 : Auction of Highway Department Surplus Equipment - Spring 2024)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by Paul Anderson department Highway date 5/20/24

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	Highway
division	Shop/Machinery
town seal	☒ yes ☐ no
vehicle identification no. (vin)	1GBJC34K58E136457
license plate	AB5964
vehicle id / no.	66
vehicle make	Chevy
vehicle model	3500
vehicle year	2008
owned or leased	
how vehicle was acquired	

purchase price	$31,865
annual lease cost	
purchase date	11/7/2007
vendor / vendor no.	Emerling
purchase order number	
town board resolution no.	
est. replacement year	
current mileage	171,123
est. miles per year	
serviced by	
est. annual service costs	

primary purpose	
vehicle assigned to	
authorized take home	☐ yes ☒ no
is vehicle taken home	☐ yes ☒ no
rationale for take home	
date updated	
comments	
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	Auction
title in clerk's office	☐ yes ☒ no

form VIF

1111

Attachment: AUCTION ITEMS (RES-2024-484 : Auction of Highway Department Surplus Equipment - Spring 2024)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by Paul Anderson department Highway date 5/21/24

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department: Highway
division: Shop/Machinery
town seal: ☒ yes ☐ no
vehicle identification no. (vin): 1C9DS2924SP313002
license plate: AB5836
vehicle id / no.: T-5
vehicle make: Borco
vehicle model: Dump Trailer
vehicle year: 1995
owned or leased:
w vehicle was acquired:

purchase price: $ 17,645
annual lease cost:
purchase date: 2-17-95
vendor / vendor no.:
purchase order number:
town board resolution no.:
est. replacement year:
current mileage:
est. miles per year:
serviced by:
est. annual service costs:

primary purpose:
vehicle assigned to:
authorized take home: ☐ yes ☐ no
is vehicle taken home: ☐ yes ☐ no
rationale for take home:
date updated:
comments: 28ft. long Dump
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance): auction
title in clerk's office: ☐ yes ☒ no

Attachment: AUCTION ITEMS (RES-2024-484 : Auction of Highway Department Surplus Equipment - Spring 2024)

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 29013 **RESOLUTION 2024-485** **ADOPTED**

AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND CONSTRUCTION BIDS (Sections 9 - 15)

The Highway Department respectfully request that the Purchasing Maintenance Materials and Construction Bids, Section 9 through 15 be awarded to the lowest bidders within specifications as follows:

SECTION 9: PIPE VARIOUS SIZES, FITTINGS, COUPLERS AND FLEXIBLE FERNCOS:

9-1 CRS # 4813 K & S CONTRACTORS SUPPLY INC

SECTION 10: GEO-TEXTILE MATERIAL, ADA (DETECTABLE WARNING SURFACE TILE) AND CONCRETE BARRIER BLOCKS:

10-2 CRS # 4814 AIRTITE WHOLESALE BUILDING MATERIALS
10-3 CRS # 4815 NEW ENTERPRISE STONE AND LIME COMPANY (NESL)

SECTION 11: PRECAST CONCRETE MANHOLES, ROUND FRAMES/COVERS, PRECAST CATCH BASINS/RISERS, RECTANGULAR FRAMES/GRATES AND MANHOLE RINGS (STEEL/PLASTIC)

11-4 CRS # 4816 K & S CONTRACTORS SUPPLY INC
11-5 CRS # 4817 EJ USA INC
11-6 CRS # 4818 BIHR LANSCAPE INC
11-7 CRS # 4819 FW WEBB CO

SECTION 12: SIGN MATERIALS (ALUM. SHEETING) STOP SIGNS, SIGN POLES, 3M PRODUCTS
TRAFFIC CONTROL EQUIPMENT (ELECTRICAL SYSTEMS) AND TRAFFIC SAFETY SIGNS EQUIPMENT (SIGNS, CONED AND CONE BARS):

12-8 CRS # 4820 NEWMAN SIGNS INC
12-9 CRS # 4821 VULCAN SIGNS
12-10 CRS # 4822 EBERL IRON WORKS INC
12-11 CRS # 4823 TRAFFIC SYSTEMS INC
12-12 CRS # 4824 EASTERN METAL OF ELMIRA INC

SECTION 13: BIKEPATH AND TRAILWAY REHABILITATION

13-13 CRS # 4825 AMHERST PAVING INC

SECTION 14: CATCH BASIN REPAIR

NO AWARD MADE

SECTION 15: PLANT - MIXED CONCRETE AND CONTROLLED LOW STRENGTH MATERIALS

15-14 CRS # 4826 NEW ENTERPRISE STONE AND LIME COMPANY (NESL)
15-15 CRS # 4829 HOLCIM QUARRIES INC

Additional specifications and details are provided and attached per each section and bidder Bid Tab.

NOW THEREFORE BE IT RESOLVED, that the Amherst Town Board authorizes the Amherst Town Supervisor to sign each contract listed above and approval of these contracts are contingent upon the successful completion of the Contract Routing System (CRS) and the Town Attorney approval.

5/28/2024
Consent

FINANCIAL IMPACT:

TOWN WIDE

VARIOUS

TBD

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

TOWN OF AMHERST HIGHWAY DEPARTMENT

INVITATION TO BID 2024-2025

MATERIALS AND CONSTRUCTION

PART 2: SECTIONS 9-15

BIDS, AS STATED BELOW, WILL BE RECEIVED AND PUBLICLY OPENED BY THE CONTRACT COMPLIANCE AND ADMINISTRATION DEPARTMENT IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS. FAX AND EMAIL BIDS ARE UNACCEPTABLE.

RETURN TO:

TOWN OF AMHERST
CONTRACT COMPLIANCE AND ADMINISTRATION DEPARTMENT 2ND FLOOR
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

BIDS DELIVERED TO TOWN HALL SHOULD BE PLACED IN THE BID BOX IN THE ROTUNDA (TOP OF THE STAIRS AT THE MAIN ST. ENTRANCE). BID PACKETS MAY NOT BE LARGER THAN 18" x 2¼" TO FIT IN THE SLOT. IF YOUR BID PACKET IS LARGER THAN THE INDICATED SIZE, PLEASE BREAK IT UP INTO MULTIPLE SMALLER PACKAGES.

IMPORTANT!

EACH SECTION BID
1 OPAQUE SEALED ENVELOPE
LOWER LEFT HAND CORNER MUST INDICATE:
CONSTRUCTION/MATERIALS PART 2 BID, SECTION #, NAME OF BIDDER, DUE DATE AND TIME.
CONTENTS INCLUDE:
1(ONE) HANDWRITTEN OR TYPED ORIGINAL BID
5(FIVE) COPIES OF THE ORIGINAL BID TO BE HANDED OUT.
4(FOUR) SETS OF SIGNED DOCUMENTS IN BLUE INK.

FOLLOWING DOCUMENTS ARE ATTACHED TO AND MADE A PART OF THE BID SPECIFICATIONS, AND PART OF ANY AGREEMENT ENTERED INTO PURSUANT TO THIS INVITATION TO BID:

1. NOTICE TO BIDDERS
2. INSTRUCTIONS TO BIDDERS
3. GENERAL INFORMATION/INSURANCE/PRICE ADJUSTMENTS/TRANSPORTATION RATES
4. SECTIONS/MATERIAL SPECIFICATIONS
5. NON-COLLUSIVE BIDDING CERTIFICATION
6. GENERAL TERMS AND CONDITIONS
7. ADDENDUMS TO CONTRACT

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

NOTICE TO BIDDERS

TOWN OF AMHERST HIGHWAY DEPARTMENT
BID:
MATERIALS AND CONSTRUCTION
PART 2: SECTIONS 9-15

SEALED PROPOSALS FOR THE ABOVE MENTIONED BID IN THE TOWN OF AMHERST, NEW YORK WILL BE RECEIVED BY THE CONTRACT COMPLIANCE AND ADMINISTRATION DEPARTMENT AT THE MUNICIPAL BUILDING, WILLIAMSVILLE, NEW YORK ON OR BEFORE **10:00 A.M**. LOCAL TIME ON THE **26TH** OF **APRIL, 2024**, AT WHICH TIME THEY WILL BE PUBLICLY OPENED IN THE COUNCIL CHAMBERS, AMHERST MUNICIPAL BUILDING, 5583 MAIN STREET, WILLIAMSVILLE, NEW YORK, AND A COPY WILL BE GIVEN TO ALL INTERESTED PARTIES. EACH BID SECTION MUST BE ENCLOSED IN A SEPARATE OPAQUE SEALED ENVELOPE PLAINLY MARKED ON THE OUTSIDE WITH THE COMPANY NAME, ADDRESS, THE SECTION BID, AND THE CONTRACT NAME.

NOTICE IS HEREBY GIVEN IN COMPLIANCE WITH SECTION 142 OF THE HIGHWAY LAW, AS AMENDED, AND SECTION 103 OF THE GENERAL MUNICIPAL LAW THAT STEVEN FLOSS, RECOMMENDED THE PURCHASE OF SEASONAL REQUIREMENTS IN ACCORDANCE WITH SPECIFICATION ON FILE IN THE HIGHWAY SUPERINTENDENT'S OFFICE OF THE FOLLOWING ITEMS IN EXCESS OF $20,000.

SPECIFICATIONS MAY BE OBTAINED FROM THE OFFICE OF THE SUPERINTENDENT OF HIGHWAYS OF THE TOWN OF AMHERST (1042 NORTH FOREST RD. WILLIAMSVILLE, N.Y. 14221) DURING REGULAR BUSINESS HOURS FROM 7:30AM TO 2:30PM, **WEDNESDAY, APRIL 10TH TO FRIDAY, APRIL 26TH, 2024 (BEFORE 10 A.M.)** EXCLUDING WEEKENDS AND HOLIDAYS.

MATERIALS:

SECTION 9	PIPE VARIOUS SIZES, FITTINGS, COUPLERS AND FLEXIBLE FERNCOS
SECTION 10	GEO-TEXTILE MATERIAL, ADA (DETECTABLE WARNING SURFACE TILE) AND CONCRETE BARRIER BLOCKS
SECTION 11	PRECAST CONCRETE MANHOLES, ROUND FRAMES/COVERS, PRECAST CATCHBASINS/RISERS, RECTANGULAR FRAMES/GRATES AND MANHOLE RINGS (STEEL/PLASTIC)
SECTION 12	SIGN MATERIAL (ALUM. SHEETING), STOP SIGNS, SIGN POLES, 3M PRODUCTS, TRAFFIC CONTROL EQUIPMENT (ELECTRICAL SYSTEMS) AND TRAFFIC SAFETY SIGNS EQUIPMENT (SIGNS, CONES AND CONE BARS)

CONSTRUCTION: **BID BOND OR CERTIFIED CHECK REQUIRED**

SECTION 13	BIKEPATH AND TRAILWAY REHABILITATION
SECTION 14	CATCH BASIN REPAIR
SECTION 15	PLANT – MIXED CONCRETE AND CONTROLLED LOW STRENGTH MATERIALS

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

INSTRUCTIONS TO BIDDERS

1. BID SHALL BE SUBMITTED ON THESE BID FORMS OR BID WILL NOT BE CONSIDERED. EACH PAGE REQUIRING A SIGNATURE, MUST BE AN ORIGINAL SIGNATURE, AND MUST BE PRINTED IN BLUE INK.

2. LATE PROPOSALS RECEIVED AFTER THE DATE AND TIME PRESCRIBED WILL NOT BE CONSIDERED FOR CONTRACT AWARD.

3. THE BIDDER SHALL NOT CHANGE OR ADD HIS PRODUCT IN THIS BID.

4. THE AMHERST HIGHWAY SUPERINTENDENT RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ACCEPT EITHER IN WHOLE OR IN PART, ANY ONE BID, OR COMBINATION OF BIDS. THE HIGHWAY DEPARTMENT DOES NOT OBLIGATE ITSELF TO ACCEPT THE LOWEST BID.

5. THE RIGHT IS RESERVED TO PURCHASE THAT TYPE OR TYPES OF MATERIALS FROM THE SOURCE OR SOURCES WHICH IN THE JUDGMENT OF THE PURCHASER IS BEST SUITED FOR HIS PARTICULAR REQUIREMENTS.

6. ALL MATERIALS ARE REFERENCED TO NEW YORK STATE SPECIFICATIONS, MUTCD AND ASTM STANDARDS; REFER TO THE LATEST PUBLIC WORKS SPECIFICATIONS AND ANY REVISION.

7. ALL BID ITEMS SHALL BE FOR THE REQUIREMENTS FROM **JUNE 1ST, 2024 TO MAY 31ST, 2025**.

8. THE SUCCESSFUL RESPONDENT SHALL COMPLY WITH ALL LAWS, RULES, REGULATIONS AND ORDINANCES OF THE FEDERAL GOVERNMENT, THE STATE OF NEW YORK AND ANY OTHER POLITICAL SUBDIVISION OR REGULATORY BODY WHICH MAY APPLY TO ITS PERFORMANCE UNDER THIS CONTRACT.

9. "A CONTRACT FORMED BY ACCEPTANCE OF THIS BID SHALL BE DEEMED TO HAVE BEEN LET IN A MANNER THAT CONSTITUTES COMPETITIVE BIDDING CONSISTENT WITH STATE LAW AND MADE AVAILABLE FOR USE BY OTHER GOVERNMENTAL ENTITIES PURSUANT TO GENERAL MUNICIPAL LAW 103 (16)"

10. IN SUBMITTING THIS BID THE BIDDER DECLARES THAT HE/SHE IS, OR THEY ARE, THE ONLY PERSON OR PERSONS INTERESTED IN THE SAID BID; THAT IT IS MADE WITHOUT ANY CONNECTION WITH ANY PERSON MAKING ANOTHER BID FOR THE SAME MATERIAL; THAT THE BID IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION, FRAUD OR MENTAL RESERVATION; AND THAT NO OFFICIAL OF THE TOWN, OR ANY PERSON IN THE EMPLOY OF THE TOWN IS DIRECTLY OR INDIRECTLY INTERESTED IN SAID BID OR IN THE SUPPLIES, OR IN ANY PORTION OF THE PROFITS THEREOF. IN THE EVENT THAT IT IS DETERMINED THAT SAID IMPROPER OR ILLEGAL ACTS OCCURRED, THE HIGHWAY SUPERINTENDENT SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT AND/OR EXERCISE ANY OTHER REMEDY AVAILABLE TO IT UNDER EXISTING LAW.

11. MATERIALS FURNISHED ARE TO BE NEW AND UNUSED. ALL MATERIALS FURNISHED ARE TO BE GUARANTEED FREE FROM DEFECTS. ANYTHING FOUND DEFECTIVE OR NOT MEETING SPECIFICATIONS, NO MATTER IN WHAT STAGE OF COMPLETION MAY BE REJECTED AND SHALL BE MADE GOOD AT CONTRACTOR EXPENSE.

12. THE UNIT PRICES BID SHALL REMAIN FIRM, AND ANY OTHER CHARGES BID SHALL ALSO REMAIN FIRM, FOR DELIVERY OF EQUIPMENT, MATERIAL, WORK, OR SERVICE DESCRIBED IN THIS BID. NO COST INCREASE SHALL BE CHARGED FOR ANY REASON WHATSOEVER.

13. 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 FOR ANY CAUSE ARISING OUT OF THIS AGREEMENT SHALL BE BROUGHT IN THE COUNTY OF ERIE.

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

14. WHENEVER POSSIBLE, THE TOWN OF AMHERST HWY. DEPT. WILL GIVE THE AWARDED BIDDER A TWO (2) WORKING DAY NOTICE OF JOB START. IF A CHANGE TO OUR SCHEDULE ACCRUES, THE TOWN OF AMHERST HIGHWAY SUPT. RESERVES THE RIGHT TO PROCEED TO THE NEXT LOWEST BIDDER, IF FOR ANY REASON THE LOW BIDDER IS NOT AVAILABLE.

15. WHERE QUOTATION READS "APPLIED", IT IS INTENDED THAT THE MATERIAL SHALL BE FURNISHED, DELIVERED, HEATED AND APPLIED ON ANY ROAD IN THE TOWN OF AMHERST IN SINGLE TRUCKLOAD LOTS, OR PART TRUCKLOAD LOTS UPON TO EIGHT HOUR NOTICE. BIDDER'S PLANT MUST BE LOCATED IN ERIE COUNTY OR WITHIN REASONABLE DISTANCE TO ERIE COUNTY AND HAVE A PERMANENT STORAGE CAPACITY OF AT LEAST TWENTY-FIVE THOUSAND (25,000) GALLONS ON EACH GRADE QUOTED OR A MINIMUM TOTAL CAPACITY OF ONE HUNDRED THOUSAND (100,000) GALLONS. THE BIDDER SHALL HAVE SUFFICIENT AND SATISFACTORY EQUIPMENT AVAILABLE SO THAT AT LEAST THREE (3) MAINTENANCE DIVISIONS CAN CARRY ON SIMULTANEOUSLY. THE BIDDER'S DISTRIBUTING EQUIPMENT SHALL BE AVAILABLE FOR INSPECTION AND APPROVAL BY THE TOWN OF AMHERST HIGHWAY DEPARTMENT BEFORE WORK IS STARTED. BIDDER MUST HAVE BEEN IN THE ASPHALT DISTRIBUTING BUSINESS IN ERIE COUNTY FOR A MINIMUM OF THREE (3) YEARS.

16. THE CONTRACTOR SHALL FURNISH ALL LABOR AND EQUIPMENT AS REQUESTED BY THE SUPERINTENDENT OF HIGHWAYS IN COMPLIANCE WITH ALL APPLICABLE NEW YORK STATE PREVAILING WAGE RATES. PAYMENT UNDER THIS ITEM WILL NOT BE MADE WITHOUT A CERTIFIED COPY OF THE PAYROLL. THE SUCCESSFUL CONTRACTOR WILL COMPLY WITH ALL NEW YORK STATE LABOR REQUIREMENTS REGARDING CERTIFICATION OF THEIR PAYROLL AND SUPPLY THE SAME TO THE SUPERINTENDENT OF HIGHWAYS.

17. **THE SUCCESSFUL BIDDER, BY SUBMISSION OF BID, AGREES TO ABIDE BY THE CURRENT WAGE SCHEDULE AS SET FORTH BY THE STATE OF NEW YORK DEPARTMENT OF LABOR.**

NEW YORK STATE PREVAILING WAGE

*On contracts which are subject to New York Department of Labor Prevailing Wage laws and regulations, the contractor is required to submit certified payroll record every thirty (30) days after the issuance of your first payroll under this contract. Required forms are available at the New York Department of Labor's website https://labor.ny.gov/workerprotection/publicwork/PWFormsOnWeb.shtm

This project's **PRC# 2024000965**

The schedule can be found at the following:
https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1562243

In addition, if applicable, contractor is required to attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted and on each succeeding payroll where any new or additional employee is first listed.

18. THE SUCCESSFUL BIDDER MUST PROVIDE PROOF OF A DRUG AND / OR ALCOHOL TEST SCREENING PROGRAM WHICH WILL BE IN EFFECT FOR ALL OPERATORS OF CDL EQUIPMENT FOR THE DURATION OF THE CONTRACT.

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

19. **A TWENTY-FIVE HUNDRED ($2,500.00) BID BOND OR CERTIFIED CHECK WILL BE REQUIRED (SECTIONS 13-15 ONLY).**

SECTION 13 BIKEPATH AND TRAILWAY REHABILITATION

SECTION 14 CATCH BASIN REPAIR

SECTION 15 PLANT – MIXED CONCRETE AND CONTROLLED LOW STRENGTH MATERIALS

20. THE CONTRACTOR WILL BE REQUIRED "TO INDEMNIFY THE TOWN AGAINST ALL CLAIMS ARISING FROM THE PERFORMANCE OF THE WORK AND PROVIDE INSURANCE COVERAGE."

21. INSURANCE SHALL BE PROCURED BY THE SUCCESSFUL BIDDER BEFORE COMMENCING WORK, NO LATER THAN 10 DAYS AFTER NOTICE OF AWARD AND MAINTAINED WITHOUT INTERRUPTION FOR THE DURATION OF THE CONTRACT, IN THE KINDS AND AMOUNTS SPECIFIED IN THE AGREEMENT ADDENDUM, UNLESS OTHERWISE STIPULATED IN THESE BID SPECIFICATIONS. ALL SAID INSURANCE POLICIES SHALL NAME THE TOWN OF AMHERST AND THE TOWN SUPERINTENDENT OF HIGHWAYS AS CO-INSURED AND MUST BE APPROVED AS TO FORM BY THE TOWN ATTORNEY OF THE TOWN OF AMHERST.

22. ON ALL PURCHASES OF MATERIALS AND USE OF CONTRACTORS, THE VENDORS AND CONTRACTORS SHALL PROVIDE PROOF OF INSURANCE NAMING THE TOWN OF AMHERST AS ADDITIONAL INSURED. **(SEE CERTIFICATE OF LIABILITY INSURANCE SAMPLE BELOW).** DESCRIPTION AND HOLDER SECTIONS MUST BE EXACT PER SAMPLE SHEET. IF VENDOR IS NOT DELIVERING PRODUCT, AND THE TOWN IS PICKING UP WITH TOWN FORCES, REDUCED INSURANCE AND AN ALTERNATE ADDENDUM MAY BE PERMITTED. (SEE PAGE 6)

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

A. Major Construction and Maintenance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Primary Contact at Broker	
Broker Name Address Address Phone Number	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Insurer Name	
INSURED Insured Name Address Address Phone Number	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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	X CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Includes XCU						MED EXP (Any one person)	$ 5,000
	X Blanket Contractual Af	X	X	##########	##########	##########	PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	##########	##########	##########	PROPERTY DAMAGE (Per accident)	$
								$
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	##########	##########	##########	AGGREGATE	$ 5,000,000
	DED RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SUBMIT proof of Workers			PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N (Mandatory in NH)	N/A		Compensation and disability			E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below			as per examples attached			E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Cyber Liability			##########	##########	##########	Per Claim	$1,000,000
							Aggregage	$1,000,000

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

Town of Amherst is included as an additional insured. Coverage applies on a Primary and Non-Contributory Basis for all ongoing and completed operations.

SAMPLE

CERTIFICATE HOLDER	CANCELLATION
Town of Amherst 5583 Main Street Williamsville, NY 14221	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signed by Broker

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Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

23. THE CONTRACTOR SHALL ALSO FURNISH THE TOWN OF AMHERST WITH CERTIFICATES OF INSURANCE, INDICATING THEY ARE COVERED BY WORKMAN'S COMPENSATION. ALL POLICIES OF INSURANCE, TOGETHER WITH ENDORSEMENTS THEREON, MUST CONTAIN AUTOGRAPH COUNTERSIGNATURES.

ACCEPTED FORM AS PROOF OF WORKERS' COMPENSATION / DISABILITY INSURANCE:
C105.2 CERTIFICATE OF WORKERS' COMPENSATION INSURANCE
DB 120.1 CERTIFICATE OF DISABILITY BENEFIT INSURANCE

NEW YORK STATE DEPARTMENT OF LABOR

DIVISION OF SAFETY AND HEALTH

HARRIMAN STATE OFFICE CAMPUS

ALBANY, NY 12240

REQUIRED INSURANCE

THE ONLY FORMS THAT ARE ACCEPTED AS PROOF OF WORKERS' COMPENSATION INSURANCE ARE:

FORM #	FORM TITLE
C 105.2	**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**
CE 200	CERTIFICATE OF ATTESTATION OF EXEMPTION – (NO EMPLOYEE)
U 26.3	STATE INSURANCE FUND VERSION OF THE C-105.2 FORM
SI 12	CERTIFICATE OF WORKERS' COMPENSATION SELF INSURANCE
GSI 12	CERTIFICATE OF GROUP WORKERS' COMPENSATION SELF INSURANCE
GSI 105.2	CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP SELF-INSURANCE

FOR FORMS OR GENERAL QUESTIONS, CONTACT THE WORKERS' COMPENSATION BOARD, BUREAU OF COMPLIANCE AT (518) 486-6307. YOU CAN PRINT FORMS FROM THEIR WEBSITE AT WWW.WCB.STATE.NY.US

NEW YORK STATE REQUIRES DISABILITY INSURANCE IF YOU ARE A "COVERED EMPLOYER" AS DEFINED BY NEW YORK STATE LAW. THE ONLY FORMS THAT ARE ACCEPTED AS PROOF OF DISABILITY INSURANCE ARE:

FORM #	FORM TITLE
DB 120.1	**CERTIFICATE OF DISABILITY BENEFIT INSURANCE**
DB 155	CERTIFICATE OF DISABILTY BENEFIT SELF-INSURANCE
CE 200	CERTIFICATE OF ATTESTATION OF EXEMPTION- (NO EMPLOYEES)

FOR FORMS OR GENERAL QUESTIONS, CONTACT THE DISABILITY BENEFITS BUREAU AT (518) 486-6307.

WE DO NOT ACCEPT ACORD FORMS AS PROOF OF INSURANCE COVERAGE

YOU MUST USE UNIFORM AND CONSISTENT COMPANY OR ENTITY NAMES ON ALL FORMS SUBMITTED.

ALL INSUANCE FORMS SUBMITTED MUST SHOW CURRENT COVERAGE!

SH 439 (05/18)

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

PLEASE SIGN:

FOLLOWING PAGES IN QUADRUPLICATE (4) USING

BLUE INK,

PLEASE CREATE YOUR OWN COPIES.

VENDOR AGREEMENT OF SECTION 103A GENERAL MUNICIPAL LAW

NON-COLLUSIVE BIDDING CERTIFICATE

GENERAL TERMS AND CONDITIONS

ADDRESS OF FIRM

IRAN DIVESTMENT ACT

ADDENDUM TO CONTRACT

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

TOWN OF AMHERST

WILLIAMSVILLE, NEW YORK 14221

THE UNDERSIGN PROPOSES TO FURNISH TO THE TOWN OF AMHERST HIGHWAY DEPARTMENT, CONSTRUCTION / MATERIALS UNTIL MAY 31, **2025** AT THE PRICES SHOWN, IN QUANTITIES DESIRED AND IN ACCORDANCE WITH THE SPECIFICATIONS NOW ON FILE IN THE OFFICE OF THE HIGHWAY SUPERINTENDENT. THE VENDOR HEREBY AGREES TO THE PROVISIONS OF SECTION 103A OF THE GENERAL MUNICIPAL LAW.

RESPECTFULLY SUBMITTED THIS _____DAY OF

_____

SIGN HERE_____

LEGAL NAME OF FIRM

_____

ADDRESS_____

_____

PHONE #_____

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

NON-COLLUSIVE BIDDING CERTIFICATE

PURSUANT TO CHAPTER 675, LAWS OF 1966

BY SUBMISSION OF THIS BID, EACH BIDDER AND EACH PERSON SIGNING ON BEHALF OF ANY BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID EACH PARTY THERETO CERTIFIES, AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF KNOWLEDGE AND BELIEF:

THE PRICES IN THIS BID HAVE BEEN ARRIVED TO INDEPENDENTLY WITHOUT COLLUSION, CONSULTATION, COMMUNICATION, OR AGREEMENT, FOR THE PURPOSE OF RESTRICTING COMPETITION, AS TO ANY MATTER RELATING TO SUCH PRICES WITH ANY OTHER BIDDER OR WITH ANY COMPETITOR.

UNLESS OTHERWISE REQUIRED BY LAW, THE PRICES WHICH HAVE BEEN QUOTED IN THIS BID HAVE NOT BEEN KNOWINGLY DISCLOSED BY THE BIDDER PRIOR TO OPENING, DIRECTLY OR INDIRECTLY, TO ANY OTHER BIDDER OR TO ANY COMPETITOR: AND

NO ATTEMPT HAS BEEN MADE OR WILL BE MADE BY THE BIDDER TO INCLUDE ANY OTHER PERSON, PARTNERSHIP OR CORPORATION TO SUBMIT A BID FOR THE PURPOSE OF RESTRICTING COMPETITION.

NOTICE

(PENAL LAW, SECTION 210.45)

IT'S A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

FIRM NAME_____

AUTHORIZED SIGNATURE_____

TYPED NAME OF AUTHORIZED SIGNATURE

TITLE_____ TELEPHONE #_____

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

GENERAL TERMS AND CONDITIONS

PROPOSAL TO THE TOWN BOARD

TOWN OF AMHERST, ERIE COUNTY, NEW YORK

THE UNDERSIGNED DOES DECLARE THAT HE IS THE ONLY PERSON INTERESTED IN THIS PROPOSAL AND THAT HIS BID IS MADE IN GOOD FAITH, WITHOUT COLLUSION OR CONNECTION WITH ANY PERSON BIDDING FOR THE SAME WORK. THE UNDERSIGNED ALSO DECLARES THAT HE CAREFULLY EXAMINED AND FULLY UNDERSTANDS THE ATTACHED "NOTICE TO BIDDERS", THE "SPECIFICATIONS" THE ATTACHED PLANS (WHERE APPLICABLE), AND THIS FORM OF PROPOSAL, AND THAT HE HEREBY PROPOSES TO FURNISH THE EQUIPMENT AND / OR PERFORM THE WORK AS DESCRIBED IN THE SPECIFICATIONS ATTACHED HERETO IN ACCORDANCE WITH THE PRICES NAMED IN THIS PROPOSAL AT HIS OWN PROPER COST AND EXPENSE, AND IN A FIRST CLASS MANNER AND IN ACCORDANCE WITH THE SPECIFICATIONS AND FOREGOING "NOTICE TO BIDDERS", ALL OF WHICH SHALL BE A PART OF THE CONTRACT, TO SUCH AN EXTENT AS THEY RELATE SO TO GOVERN THE OBLIGATIONS HEREIN PROPOSED TO BE ASSUMED, AND IN ACCORDANCE WITH SUCH DETAILED DIRECTION AS FURNISHED BY THE SUPERINTENDENT OF HIGHWAYS OF THE TOWN OF AMHERST, ERIE COUNTY, NEW YORK, AT THE FOLLOWING PRICES

PLEASE SEE ATTACHED BID SHEET

SIGNED:_____

WITNESS:_____

STATEMENT AS TO SIMILAR WORK PERFORMED IN THIS AREA:_____

_____

BANKING REFERENCE:_____

_____

COMMERCIAL REFERENCE:_____

_____

TELEPHONE:_____

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

FIRM NAME_____

ADDRESS OF FIRM

STREET_____

CITY_____

ZIP_____AREA CODE_____PHONE_____

EMAIL ADDRESS_____

Check one: CORPORATION_____ **PARTNERSHIP**_____ **INDIVIDUAL**_____

FEDERAL ID NUMBER: _____

INCORPORATED UNDER THE LAWS OF THE STATE OF_____

IF FOREIGN CORPORATION, STATE IF AUTHORIZED TO DO BUSINESS IN THE STATE OF NEW YORK:

YES_____ **NO**_____

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

AS A RESULT OF THE IRAN DIVESTMENT ACT OF 2012 ("ACT"), CHAPTER 1 OF THE 2012 LAWS OF NEW YORK, A PROVISION HAS BEEN ADDED TO STATE FINANCE LAW (SFL) 165-A EFFECTIVE APRIL 12, 2012. UNDER THE ACT, THE COMMISSIONER OF THE OFFICE OF GENERAL SERVICES (OGS) WILL DEVELOP A LIST

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 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, 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 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: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

SWORN TO BEFORE ME THIS

____DAY OF_____, 20___

_____

NOTARY PUBLIC

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

WICKS REFORM 2008

(FOR ALL CONTRACTORS ADVERTISED OR SOLICITED FOR BID ON OR AFTER 7/1/08)

RAISES THE THRESHOLD FOR PUBLIC WORK PROJECTS SUBJECT TO THE WICKS LAW REQUIRING SEPARATE SPECIFICATIONS AND BIDDING FOR THE PLUMBING, HEATING AND ELECTRICAL WORK. THE TOTAL PROJECT'S THRESHOLD WOULD INCREASE FROM $50,000 TO $3 MILLION IN BRONX, KINGS, NEW YORK, QUEENS AND RICHMOND COUNTIES, $1.5 MILLION IN NASSAU, SUFFOLK AND WESTCHESTER COUNTIES, AND $500,000 IN ALL OTHER COUNTIES.

FOR PROJECTS BELOW THE MONETARY THRESHOLD, BIDDER MUST SUBMIT A SEALED LIST NAMING EACH SUBCONTRACTOR FOR THE PLUMBING, HVAC AND ELECTRICAL WORK AND THE AMOUNT TO BE PAID TO EACH. THE LIST MAY NOT BE CHANGED UNLESS THE PUBLIC OWNER FINDS A LEGITIMATE CONSTRUCTION NEED, INCLUDING A CHANGE IN SPECIFICATIONS OR COST OR USE OF A PROJECT LABOR AGREEMENT (PLA), AND MUST BE OPEN TO PUBLIC INSPECTION.

ALLOWS THE STATE AND LOCAL AGENCIES AND AUTHORITIES TO WAIVE THE WICKS LAW AND USE A PLA IF IT WILL PROVIDE THE BEST WORK AT THE LOWEST POSSIBLE PRICE. IF A PLA IS USED, ALL CONTRACTORS SHALL PARTICIPATE IN APPRENTICE TRAINING PROGRAMS IN THE TRADES OF WORK IT EMPLOYS THAT HAVE BEEN APPROVED BY THE DEPARTMENT OF LABOR (DOL) FOR NOT LESS THAN THREE YEARS. THEY SHALL ALSO HAVE AT LEAST ONE GRADUATE IN THE LAST THREE YEARS AND USE AFFIRMATIVE EFFORTS TO RETAIN MINORITY APPRENTICES. PLA'S WOULD BE EXEMPT FROM WICKS, BUT DEEMED TO PUBLIC WORK SUBJECT TO PREVAILING WAGE ENFORCEMENT.

THE COMMISSIONER OF LABOR SHALL HAVE THE POWER TO ENFORCE SEPARATE SPECIFICATION REQUIREMENTS ON PROJECTS, AND MAY ISSUE STOP-BID ORDERS AGAINST PUBLIC OWNERS FOR NON-COMPLIANCE.

OTHER NEW MONETARY THRESHOLDS, AND SIMILAR SEALED BIDDING FOR NON-WICKS PROJECTS, WOULD APPLY TO CERTAIN PUBLIC AUTHORITIES INCLUDING MUNICIPAL HOUSING AUTHORITIES, NYC CONSTRUCTION FUND, YONKERS EDUCATIONAL CONSTRUCTION FUND, NYC MUNICIPAL WATER FINANCE AUTHORITY, BUFFALO MUNICIPAL WATER FINANCE AUTHORITY, WESTCHESTER COUNTY HEALTH CARE ASSOCIATION, NASSAU COUNTY HEALTH CARE CORP., CLIFTON-FIN HEALTH CARE CORP., ERIE COUNTY MEDICAL CENTER CORP., NYC SOLID WASTE MANAGEMENT FACILITIES, AND THE DORMITORY AUTHORITY.

REDUCES FROM 15 TO 7 DAYS THE PERIOD IN WHICH CONTRACTORS MUST PAY SUBCONTRACTOR.

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

SPOTA BILL

(FOR CONTRACTORS ADVERTISED OR SOLICITED AFTER 4/27/08)

REQUIRES THE DEPARTMENT OF JURISDICTION TO COLLECT AND MAINTAIN PAYROLL RECORDS FOR FIVE YEARS FROM THE DATE OF COMPLETION OF THE WORK

REQUIRES THE DEPARTMENT OF JURISDICTION TO DESIGNATE IN WRITING AN INDIVIDUAL IN THEIR EMPLOY TO BE RESPONSIBLE TO COLLECT CERTIFIED PAYROLLS AND REVIEW FOR FACIAL VALIDITY. THIS PERSON'S NAME MUST BE POSTED IN A CONSPICUOUS LOCATION AT THE PROJECT SITE.

A CONTRACTOR THAT WILLFULLY FAILS TO FILE PAYROLL RECORDS TO THE DEPARTMENT OF JURISDICTION SHALL BE GUILTY OF A CLASS E FELONY AND SUBJECT TO A CIVIL PENALTY OF UP TO $1,000 PER DAY.

THE FILING OF PAYROLLS TO THE DEPARTMENT OF JURISDICTION IS A CONDITION OF PAYMENTS.

WILLFUL UNDERPAYMENTS CAN BE PUNISHED AS A CRIMINAL OFFENSE RANGING FROM A CLASS A MISDEMEANOR FOR A UNDERPAYMENT LESS THAN 25,000 TO A CLASS C FELONY WHERE THE AMOUNT EXCEEDS 500,00. SECOND VIOLATORS WITHIN A FIVE YEAR PERIOD WOULD BE REQUIRED TO SURRENDER THEIR PROFITS AND WOULD FORFEIT THEIR RIGHT TO RECEIVE FURTHER PAYMENT ON THE PROJECT.

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

REQUIREMENTS FOR OSHA 10 COMPLIANCE

CHAPTER 282 OF THE LAWS OF 2007, CODIFIED AS LABOR LAW 220-H WILL TAKE EFFECT ON JULY 18, 2008. THE STATUTE PROVIDES AS FOLLOWS:

THE ADVERTISED SPECIFICATIONS FOR EVERY CONTRACT FOR PUBLIC WORK OF $250,000.00 OR MORE MUST CONTAIN A PROVISION REQUIRING THAT EVERY WORKER EMPLOYED IN THE PERFORMANCE OF PUBLIC WORK CONTACT SHALL BE CERTIFIED AS HAVING COMPLETED AN OSHA 10 SAFETY TRAINING COURSE. THE CLEAR INTENT OF THIS PROVISION IS TO REQUIRE THAT ALL EMPLOYEES OF PUBLIC WORK CONTRACTORS RECEIVE SUCH TRAINING "PRIOR TO THE PERFORMING ANY WORK ON THE PROJECT."

THE BUREAU WILL ENFORCE THE STATUTE AS FOLLOWS:

ALL CONTRACTORS AND SUB-CONTRACTORS MUST ATTACH A COPY OF PROOF OF COMPLETION OF THE OSHA 10 COURSE TO THE FIRST CERTIFIED PAYROLL SUBMITTED TO THE CONTRACTING AGENCY AND ON EACH SUCCEEDING PAYROLL WHERE ANY NEW OR ADDITIONAL EMPLOYEE IS FIRST LISTED.

PROOF OF COMPLETION MAY INCLUDE BUT IS NOT LIMITED TO:

COPIES OF BONA FIDE COURSE COMPLETION CARD
TRAINING ROSTER, ATTENDANCE RECORD OF OTHER DOCUMENTATION FROM THE CERTIFIED TRAINER PENDING THE ISSUANCE OF THE CARD
OTHER VALID PROOF

**A CERTIFICATION BY THE EMPLOYER ATTESTING ALL EMPLOYEES HAVE COMPLETED SUCH COURSE IS NOT SUFFICIENT PROOF THAT THE COURSE HAS BEEN COMPLETED.

ANY QUESTIONS REGARDING THIS STATUTE MAY BE DIRECTED TO THE NEWYORK STATE DEPARTMENT OF LABOR, BUREAU OF PUBLIC WORK AT 518-485-5696

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

ADDENDUM TO CONTRACT MINOR EXPOSURE (MATERIALS)

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, THE FOLLOWING CLAUSES SHALL BE CONTROLLING. SHOULD ANY OTHER PROVISION CONFLICT WITH THE CLAUSES IN THIS ADDENDUM THEN THE PROVISIONS IN THIS ADDENDUM ARE TO BE ENFORCEABLE AND ANY CONFLICTING PROVISION SHALL BE CONSIDERED NULL AND VOID.

NO RULES, REQUIREMENTS OR CUSTOMS OF ANY SOCIETY OR ASSOCIATION OF PROFESSIONAL VENDORS OR ANY SIMILAR ASSOCIATION SHALL AFFECT THIS AGREEMENT IN ANY WAY WHATSOEVER OR BE BINDING UPON THE TOWN.

TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY AND HOLD THE TOWN, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM ANY AND ALL LIABILITY, DEMANDS, CLAIMS, OR EXPENSES, AWARDS OR JUDGMENTS IMPOSED UPON THE TOWN, ITS OFFICERS, AGENTS, AND/ OR EMPLOYEES, ARISING OUT OF THE WORK OF THE VENDOR ITS OFFICERS, AGENTS, SUB-VENDORS AND/OR EMPLOYEES AS WELL AS THE NEGLIGENCE, ACTIVE OR PASSIVE, OF THE VENDOR, ITS OFFICERS, AGENTS, SUB-VENDORS, AND/OR EMPLOYEES.

VENDOR SHALL NOT COMMMENCE WORK UNDER THIS AGREEMENT UNTIL IT HAS OBTAINED ALL INSURANCE SPECIFIED BELOW, PRODUCED SATISFACTORY PROOF OF THE SAME AND SUCH INSURANCE HAS BEEN APPROVED BY THE TOWN.

A. WORKERS COMPENSATION INSURANCE: VENDOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THIS AGREEMENT, WORKERS' COMPENSATION INSURANCE (BOTH PART A AND PART B) FOR ITS EMPLOYEES TO BE ASSIGNED TO THE WORK HERETO UNDER.
B. GENERAL LIABILITY, PROFESSIONAL (IF APPLICABLE) LIABILTY AND PROPERTY DAMAGE INSURANCE: VENDOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THIS AGREEMENT, SUCH GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE AS SHALL PROTECT IT AND THE TOWN OF AMHERST FROM CLAIMS FOR DAMAGES FOR PERSONAL INJURY, INCLUDING ACCIDENTAL DEATH, AS WELL AS FROM CLAIMS FOR PROPERTY DAMAGE, WHICH MAY ARISE FROM OPERATIONS UNDER THIS AGREEMENT. THE AMOUNTS OF SUCH INSURANCE SHALL BE AS FOLLOWS IN AN AMOUNT NOT LESS THAN $1,000,000.00 PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE INCLUDINGWRONGFUL DEATH, AND $2,000,000.00 AGGREGATE.
C. VENDOR SHALL FURNACE THE ABOVE INSURANCES, INCLUDING SUB-VENDORS' INSURANCES, TO THE TOWN AND SHALL ALSO ASSURE THAT ANY POLICY PROCURED BY IT SHALL NAME THE TOWN AS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS.
D. VENDOR SHALL ENSURE ALL ITS SUB-VENDORS, IF ANY, HAVE OBTAINED ALL THE ABOVE INSURANCES AND SHALL ALSO ASSURE THAT ANY POLICY PROCURED BY ANY SUB-VENDOR OR SUB-SUB-VENDOR SHALL NAME THE TOWN AS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRBUTORY BASIS.

ANY ACCIDENT SHALL BE REPORTED TO THE OFFICE OF THE ATTORNEY AS SOON AS POSSIBLE AS 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.

NO ASSIGNMENT: IN ACCORDANCE WITH THE PROVISION OF SECTION 109 OF GENERAL MUNICIPAL LAW, THE VENDOR IS HEREBY PROHIBITED FROM ASSIGNING, TRANSFERRING, CONVEYING, SUBLETTING OR OTHERWISE DISPOSING OF THIS AGREEMENT, OR OF ITS RIGHT, TITLE OR INTEREST IN THIS AGREEMENT, OR ITS POWER TO EXECUTE THIS AGREEMENT, TO ANY OTHER PERSON OR CORPORATION WITHOUT THE PREVIOUS CONSENT IN WRITING OF THE TOWN.

REQUIRED PROVISIONS OF LAW: EACH AND EVERY PROVISION OF LAW AND CLAUSE REQUIRED BY LAW TO HE INSERTED IN THIS AGREEMENT SHALL BE DEEMED TO HAVE INSERTED HEREIN. IF ANY SUCH PROVISION IS NOT INSERTED THROUGH MISTAKE OR OTHERWISE, THEN UPON THE APPLICATION OF EITHER PARTY THIS AGREEMENT SHALL BE PHYSICALLY AMENDED FORTHWITH TO MAKE SUCH INSERTION. IN PARTICULAR, THE VENDOR SHALL, AMONG OTHER THINGS, FULLY COMPLY WITH:

A) ARTICLE 8 OF THE NYS LABOR LAW FOR PUBLIC WORK CONTRACTS AND ARTICLE 9 OF THE LABOR LAW REGARDING PREVAILING WAGES 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 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.

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

THE VENDOR, IN ACCORDANCE WITH ITS STATUS AS AN INDEPENDENT VENDOR OR, COVENANTS AND AGREES THAT IT WILL CONDUCT ITSELF CONSISTENT WITH SUCH STATUS. IT WILL NEITHER HOLD ITSELF OUT AS NOR CLAIM TO BE, AN OFFICER OR EMPLOYEE OF THE TOWN BY REASON HEREOF, MAKE ANY CLAIM, DEMAND OR APPLICATION TO OR FOR ANY RIGHT OR PRIVILEGE APPLICABLE TO AN OFFICER OR EMPLOYEE OF THE TOWN, INCLUDING, BUT NOT LIMITED TO: WORKERS' COMPENSATION COVERAGE, UNEMPLOYMENT INSURANCE BENEFITS, SOCIAL SECURITY COVERAGE, OR RETIREMENT MEMBERSHIP OR CREDIT.

WAIVER: NO WAIVER OF ANY BREACH OF ANY CONDITION OF THE AGREEMENT SHALL BE BINDING UNLESS IN WRITING AND SIGNED BY THE PARTY WAIVING SAID BREACH. NO SUCH WAIVER SHALL IN ANY WAY AFFECT ANY OTHER TERM OR CONDITION OF THIS AGREEMENT OR CONSTITUTE A CAUSE OR EXCUSE FOR A REPETITION OF SUCH OR ANY OTHER BREACH UNLESS THE WAIVER SHALL INCLUDE THE SAME.

THIS AGREEMENT SHALL BE GOVERNED BY, AND INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF NEW YORK. IF THE CONTRACT BETWEEN THE PARTIES REFERS TO THE LAWS, STATUTES, RULES, REGULATIONS OR ORDINANCES FOR ANY STATE OTHER THAN NEW YORK STATE, TO THE LAWS, STATUTES, RULES, REGULATIONS OR ORDINANCES FOR ANY COUNTY OTHER THAN ERIE COUNTY, NEW YORK OR TO THE LAWS, STATUTES, RULES, REGULATIONS OR ORDINANCES FOR ANY MUNICIPALITY OTHER THAN THE TOWN OF AMHERST, THEN THE LAWS, STATUTES, RULES REGULATIONS OR ORDINANCES FOR NEW YORK STATE, ERIE COUNTY AND/OR THE TOWN OF AMHERST SHALL APPLY AS APPLICABLE. ANY AND ALL LEGAL ACTION NECESSARY TO ENFORCE THE AGREEMENT WILL BE VENUED IN SUPREME COURT, ERIE COUNTY, NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF NEW YORK, BUFFALO DIVISION.

IT IS HEREBY ACKNOWLEDGED THAT PERFORMANCES 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 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:
_____	TOWN OF AMHERST
PRINT NAME OF COMPANY	
BY: _____	BY: _____
SIGNATURE	**BRIAN KULPA,** SUPERVISOR
_____	
PRINTED NAME	
DATE:_____	DATE:_____
_____	
PRINTED NAME	
DATE:_____	DATE:_____

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

ADDENDUM TO CONTRACT MAJOR EXPOSURE (CONSTRUCTION)

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, THE FOLLOWING CLAUSES SHALL BE CONTROLLING. SHOULD ANY OTHER PROVISION CONFLICT WITH THE CLAUSES IN THIS ADDENDUM THEN THE PROVISIONS IN THIS ADDENDUM ARE TO BE ENFORCEABLE AND ANY CONFLICTING PROVISION SHALL BE CONSIDERED NULL AND VOID.

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.

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, SUB-CONTRACTORS AND/OR EMPLOYEES AS WELL AS THE NEGLIGENCE, ACTIVE OR PASSIVE, OF THE CONTRACTOR, ITS OFFICERS, AGENTS, SUB-CONTRACTORS, AND/OR EMPLOYEES.

CONTRACTOR SHALL NOT COMMMENCE 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.

E. 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.

F. GENERAL LIABILITY, PROFESSIONAL (IF APPLICABLE) LIABILTY 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.

G. CONTRACTOR SHALL FURNACE THE ABOVE INSURANCES, INCLUDING SUB-CONTRACTORS' 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.

H. CONTRACTOR SHALL ENSURE ALL ITS SUB-CONTRACTORS, IF ANY, HAVE OBTAINED ALL THE ABOVE INSURANCES AND SHALL ALSO ASSURE THAT ANY POLICY PROCURED BY ANY SUB-VENDOR OR SUB-SUB-CONTRACTOR SHALL NAME THE TOWN AS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRBUTORY BASIS.

ANY ACCIDENT SHALL BE REPORTED TO THE OFFICE OF THE ATTORNEY AS SOON AS POSSIBLE AS 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.

NO ASSIGNMENT: IN ACCORDANCE WITH THE PROVISION OF SECTION 109 OF 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.

REQUIRED PROVISIONS OF LAW: EACH AND EVERY PROVISION OF LAW AND CLAUSE REQUIRED BY LAW TO HE INSERTED IN THIS AGREEMENT SHALL BE DEEMED TO HAVE 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:

I) ARTICLE 8 OF THE NYS LABOR LAW FOR PUBLIC WORK CONTRACTS AND ARTICLE 9 OF THE LABOR LAW REGARDING PREVAILING WAGES FOR BUILDING SERVICE EMPLOYEES.
J) LABOR LAW SECTION 220-E AND EXECUTIVE LAW SECTIONS 291-299 AND THE CIVIL RIGHTS LAW RELATING TO PROHIBITION AGAINST DISCRIMINATION AND EQUAL OPPORTUNITY.
K) AFFIRMATIVE ACTION AS REQUIRED BY THE LABOR LAW.
L) PREVENTION OF DUST HAZARD REQUIRED BY LABOR LAW 222-A.
M) PREFERENCE IN EMPLOYMENT OF PERSONS REQUIRED BY LABOR LAW SECTION 222.
N) EIGHT-HOUR WORKDAY AS REQUIRED BY LABOR LAW SECTION 220(2)
O) CHAPTER 32 OF THE TOWN OF AMHERST: MINORITY WOMEN AND BUSINESS UTILIZATION COMMITMENT.
P) CHAPTER 163 OF THE TOWN OF AMHERST: REGISTRATION OF SEX OFFENDERS.

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

THE CONTRACTOR, IN ACCORDANCE WITH ITS STATUS AS AN INDEPENDENT CONTRACTOR OR, COVENANTS AND AGREES THAT IT WILL CONDUCT ITSELF CONSISTENT WITH SUCH STATUS. IT WILL NEITHER HOLD ITSELF OUT AS NOR CLAIM TO BE, AN OFFICER OR EMPLOYEE OF THE TOWN BY REASON HEREOF, MAKE ANY CLAIM, DEMAND OR APPLICATION TO OR FOR ANY RIGHT OR PRIVILEGE APPLICABLE TO AN OFFICER OR EMPLOYEE OF THE TOWN, INCLUDING, BUT NOT LIMITED TO: WORKERS' COMPENSATION COVERAGE, UNEMPLOYMENT INSURANCE BENEFITS, SOCIAL SECURITY COVERAGE, OR RETIREMENT MEMBERSHIP OR CREDIT.

WAIVER: NO WAIVER OF ANY BREACH OF ANY CONDITION OF THE AGREEMENT SHALL BE BINDING UNLESS IN WRITING AND SIGNED BY THE PARTY WAIVING SAID BREACH. NO SUCH WAIVER SHALL IN ANY WAY AFFECT ANY OTHER TERM OR CONDITION OF THIS AGREEMENT OR CONSTITUTE A CAUSE OR EXCUSE FOR A REPETITION OF SUCH OR ANY OTHER BREACH UNLESS THE WAIVER SHALL INCLUDE THE SAME.

THIS AGREEMENT SHALL BE GOVERNED BY, AND INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF NEW YORK. IF THE CONTRACT BETWEEN THE PARTIES REFERS TO THE LAWS, STATUTES, RULES, REGULATIONS OR ORDINANCES FOR ANY STATE OTHER THAN NEW YORK STATE, TO THE LAWS, STATUTES, RULES, REGULATIONS OR ORDINANCES FOR ANY COUNTY OTHER THAN ERIE COUNTY, NEW YORK OR TO THE LAWS, STATUTES, RULES, REGULATIONS OR ORDINANCES FOR ANY MUNICIPALITY OTHER THAN THE TOWN OF AMHERST, THEN THE LAWS, STATUTES, RULES REGULATIONS OR ORDINANCES FOR NEW YORK STATE, ERIE COUNTY AND/OR THE TOWN OF AMHERST SHALL APPLY AS APPLICABLE. ANY AND ALL LEGAL ACTION NECESSARY TO ENFORCE THE AGREEMENT WILL BE VENUED IN SUPREME COURT, ERIE COUNTY, NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF NEW YORK, BUFFALO DIVISION.

IT IS HEREBY ACKNOWLEDGED THAT PERFORMANCES 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 KULPA**, THE SUPERVISOR WHOSE SIGNATURE APPEARS HEREAFTER, IS DULY AUTHORIZED AND EMPOWERED TO EXECUTE THIS INSTRUMENT AND ENTER INTO SUCH AN AGREEMENT ON BEHALF OF THE TOWN AS A RESULT OF THAT RESOLUTION. THIS INSTRUMENT SHALL BE EXECUTED IN TRIPLICATE. AT LEAST ONE (1) COPY SHALL BE PERMANENTLY FILED, AFTER EXECUTION THEREOF, IN THE OFFICE OF THE TOWN CLERK OF TOWN.

AGREED TO AND ACCEPTED BY:

_____

PRINT NAME OF COMPANY

BY: _____

SIGNATURE

_____

PRINTED NAME

DATE:_____

AGREED TO AND ACCEPTED BY:

TOWN OF AMHERST

BY: _____

BRIAN KULPA, SUPERVISOR

DATE:_____

REVISED 12.30.19 SJS

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

COMPANY NAME:

SECTION 9

PIPE AND FITTINGS

DESCRIPTION:

PROVIDE PIPE FOR THE TOWN OF AMHERST BY DELIVERY.

MATERIAL REQUIREMENT:

MATERIAL SHALL MEET THE REQUIREMENTS OF THE NEWYORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS LATEST REVISION.

DELIVERY:

MUST BE MADE NOT MORE THAN 10 (TEN) WORKING DAYS AFTER DAY OF PURCHASE. DELIVERY ON WEEKDAYS ONLY BETWEEN 7:30AM - 3:00PM.

METHOD OF MEASUREMENT:

PER LINEAR FOOT

BASIS OF BID:

THE VENDOR WILL BE SELECTED BASED UPON THE LOWEST BIDDER

GALVANIZED STEEL PIPE 53"X41" ULTRAFLOW CMPA

$_____

BANDS/COUPLINGS FOR 53"X41"ULTRAFLOW CMPA (IF ANY)

$_____PER EACH

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

DESCRIPTION:

PROVIDE PIPE FOR THE TOWN OF AMHERST BY DELIVERY.

MATERIAL REQUIREMENT:

MATERIAL SHALL MEET THE REQUIREMENTS OF THE NEWYORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS LATEST REVISION.

DELIVERY:

MUST BE MADE NOT MORE THAN 10 (TEN) WORKING DAYS AFTER DAY OF PURCHASE. DELIVERY ON WEEKDAYS ONLY BETWEEN 7:30AM - 3:00PM.

METHOD OF MEASUREMENT:

PER LINEAR FOOT

BASIS OF BID:

THE VENDOR WILL BE SELECTED BASED UPON THE LOWEST BIDDER

HIGH DENSITY POLYETHYLENE (HDPE)

N-12 ST iB BELL AND SPIGOT (ADS or EQUAL) DELIVERED

SOLID/PERFORATED ASTM F2648

4 INCH DIAMETER	$_____	24 INCH DIAMETER	$_____
6 INCH DIAMETER	$_____	30 INCH DIAMETER	$_____
8 INCH DIAMETER	$_____	36 INCH DIAMETER	$_____
10 INCH DIAMETER	$_____	42 INCH DIAMETER	$_____
12 INCH DIAMETER	$_____	48 INCH DIAMETER	$_____
15 INCH DIAMETER	$_____	60 INCH DIAMETER	$_____
18 INCH DIAMETER	$_____		

PRICE FOR COUPLINGS IF ANY SHALL EQUAL 1.5' OF PIPE

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

N-12 PLAIN END (ADS or EQUAL) DELIVERED

SOLID/PERFORATED ASTM F2648

4 INCH DIAMETER	$_____	24 INCH DIAMETER	$_____
6 INCH DIAMETER	$_____	30 INCH DIAMETER	$_____
8 INCH DIAMETER	$_____	36 INCH DIAMETER	$_____
10 INCH DIAMETER	$_____	42 INCH DIAMETER	$_____
12 INCH DIAMETER	$_____	48 INCH DIAMETER	$_____
15 INCH DIAMETER	$_____	60 INCH DIAMETER	$_____
18 INCH DIAMETER	$_____		

PRICE FOR COUPLINGS IF ANY SHALL EQUAL 1.5' OF PIPE

3000 TRIPLEWALL/SMOOTHWALL

10" BELL AND SPIGOT ASTM F810

4 INCH DIAMETER $_____LF

6 INCH DIAMETER $_____LF

BUBBLER PARTS / PVC FITTINGS

4" X 3" PIPE INSERT HUB X HUB (4" X 3" REDUCER COUPLING) $ _____

4" 1/16" BEND HUB X HUB (22 DEGREES) $ _____

4" 1/8" BEND HUB X HUB (45 DEGREES) $ _____

4" 3 WAY SANITARY WYE TEE HUB (TY) $ _____

4" COUPLING HUB X HUB $ _____

4" X 90 DEGREE LONG TURN BEND DR 35 (90 DEGREES) $ _____

4" ROUND GREEN GRATE (NDS) $ _____

4" SOLVENT WELD CAP $ _____

4" DMV X 45 DEGREE 30 ADAPTER $ _____

6" X 4" COUPLER RDR DR35 (6" X 4" REDUCER COUPLING) $ _____

6" COUPLING HUB X HUB SDR 35 $ _____

6" ROUND GREEN GRATE (NDS) $ _____

ASSORTED FITTINGS / COUPLERS

ADS (or EQUAL) N12

INTERNAL COUPLER

4" $ _____ EA (0417AA)

6" $ _____ EA (0615AA)

EXTERNAL SNAP COUPLERS

4" $ _____ EA (0413AA)

6" $ _____ EA (0613AA)

8" $ _____ EA (0813AA)

10" $ _____ EA (1013AA)

12" $ _____ EA (1214AA)

15" $ _____ EA (1514AA)

18" $ _____ EA (1814AA)

24" $ _____ EA (2414AA)

FIELD REPAIR COUPLERS

8" $ _____ EA (0867RC)

10" $ _____ EA (1067RC)

12" $ _____ EA (1267RC)

15" $ _____ EA (1567RC)

18" $ _____ EA (1867RC)

24" $ _____ EA (2467RC)

30" $ _____ EA (3067RC)

36" $ _____ EA (3667RC)

42" $ _____ EA (4267RC)

48" $ _____ EA (4867RC)

90 DEGREE SNAP ELBOW

4" $ _____ EA (0462AA)

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

CLAY SNAP ADAPTER

4" $ _____ EA (0490AA)

6" $ _____ EA (0662AA)

8" $ _____ EA (0862AA)

FLARED END SECTIONS (POLYETHYLENE)

12" $ _____ EA (1210NP)

15" $ _____ EA (1510NP)

18" $ _____ EA (1810NP)

24" $ _____ EA (2410NP)

30" $ _____ EA (3015NP)

36" $ _____ EA (3615NP)

45 DEGREE SNAP ELBOW

4" $ _____ EA (0445AA)

SINGLE WALL PERFORATED HDPE UNDERDRAIN PIPE (COIL)

4" DIAMETER $ _____ LF

6" DIAMETER $ _____ LF

STOCK COUPLINGS - FLEXIBLE RUBBER FERN-CO (or Equal) WITH CLAMPS

ASTM D5926

CLAY TO CLAY	PLASTIC TO PLASTIC	CLAY TO PLASTIC / CI
1001 SERIES	1056 SERIES	1002 SERIES
4"X4" $_____	4"X4" $_____	4"X4" $_____
6"X6" $_____	6"X6" $_____	6"X6" $_____
8"X8" $_____	8"X8" $_____	8"X8" $_____
	10'X10" $_____	
	12"X12" $_____	

COMPANY NAME:

SECTION 10

GEO-TEXTILE MATERIAL / ADA DETECTABLE WARNING SURFACE TILE / BARRIER BLOCKS

DESCRIPTION:

PROVIDE GEO-TEXTILE MATERIAL AND DETECTABLE WARNING SURFACE TILE FOR THE TOWN OF AMHERST.

MATERIAL REQUIREMENT:

MATERIAL SHALL MEET THE REQUIREMENTS OF THE NEWYORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND ASTM STANDARDS

NONWOVEN GEO-TEXTILE IS A US NW NEEDLE PUNCHED MATERIAL MADE OF 100% POLYPROPYLENE STAPLE FILAMENTS. THIS PRODUCT CAN BE USED UNDER RIPRAP, DRAINAGE APPLICATIONS OR USED FOR SEPARATION UNDER ROADS, DRIVEWAYS AND PARKING LOTS.

DETECTABLE WARNING SURFACE TILE (VITRIFIED POLYMER COMPOSITE) SHALL BE SURFACE APPLIED OR CAST IN PLACE WITH TACTILE DOMES. COLOR AS ORDERED.

DELIVERY:

MUST BE MADE AND DELIVERED NOT MORE THAN 10 (TEN) WORKING DAYS AFTER DAY OF PURCHASE.

METHOD OF MEASUREMENT: PER ROLL OR PER TILE

BASIS OF BID:

THE VENDOR WILL BE SELECTED BASED UPON THE LOWEST BIDDER

NONWOVEN GEO-TEXTILE

12.5' x 360' $_____per roll

15' x 300' $_____per roll

DETECTABLE WARNING SURFACE for ADA RAMPS

SURFACE APPLIED W/ FASTENERS AND SEALANT		CAST IN PLACE WET SET	
24" x 36"	$_____ EACH	24" x 36"	$_____ EACH
24" x 48"	$_____ EACH	24" x 48"	$_____ EACH

BARRIER BLOCKS (JERSEY BARRICADES) 2'X2'X6' $_____

2'X2'X3' $_____

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

COMPANY NAME:

SECTION 11

PRECAST CONCRETE MANHOLES, FRAMES/COVERS

PRECAST CONCRETE CATCHBASINS, FRAMES/GRATES &

PLASTIC MANHOLE RISERS

PRECAST CONCRETE MANHOLES

DESCRIPTION:

PROVIDE TOWN OF AMHERST WITH PRECAST CONCRETE MANHOLES DELIVERED TO THE TOWN OF AMHERST HIGHWAY DEPARTMENT WITHIN 30 DAYS OF PURCHASE.

MATERIAL REQUIREMENT:

MATERIAL SHALL MEET THE REQUIREMENTS OF THE NEWYORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS LATEST REVISION.

STEEL REINFORCEMENT REQUIRED

LATEST ASTM SPECIFICATIONS

FORGED ALUMINUM STEPS PLACED WHILE BEING CAST

MANHOLE INLETS AND OUTLETS SHALL BE MACHINE CUT OR CAST IN PLACE

METHOD OF MEASUREMENT:

PER EACH, INCLUDING "O" RINGS (NEOPRENE GASKET)

BASIS OF BID:

THE VENDOR WILL BE SELECTED BASED UPON THE LOWEST BIDDER.

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

CONCRETE MANHOLE ADJUSTING RINGS - E604.10NXX

RING HEIGHT	1"	2"	3"	4"	5"	6"	8"	10"	12"	4"- 6" TAPER
24" INSIDE DIAM. X 40" OUTSIDE DIAM.										
36" INSIDE DIAM. X 52" OUTSIDE DIAM.										

CONCRETE MANHOLE BASES – E604.40NNX

BASE HEIGHT	2'	3'	4'	5'
48"	$	$	$	$
60"	$	$	$	$
72"	$	$	$	$

CONCRETE BARREL SECTION – E604.41NNX

BARREL HEIGHT	1'	2'	3'	4'
48"	$	$	$	$
60"	$	$	$	$
72"	$	$	$	$

CONCRETE TOP SECTIONS – 604.42NXX

TOP SECTION DIAM.	48"	60"	72"
1' FLAT TOP			
2' FLAT TOP			
3' ECCENTRIC CONE			
4' ECCENTRIC CONE			

PIPE OUTLETS

PER OUTLET, INCLUDING COST OF BOOT AND INSTALLATION

8" $_____ 10"$_____ 12" $_____ 15"$_____

MANHOLE FRAMES AND COVERS

DESCRIPTION:

PROVIDE TOWN OF AMHERST WITH FRAMES AND COVERS DELIVERED TO THE TOWN OF AMHERST HIGHWAY DEPARTMENT WITHIN 30 DAYS OF PURCHASE.

MATERIAL REQUIREMENT:

MATERIAL SHALL MEET THE REQUIREMENTS OF THE NEWYORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS LATEST REVISION.

METHOD OF MEASUREMENT:

PER EACH

BASIS OF BID:

THE VENDOR WILL BE SELECTED BASED UPON THE LOWEST BIDDER.

24" DIAMETER X 7" HIGH-HEAVY DUTY MANHOLE FRAME AND COVER BEARING "AMHERST SANITARY OR AMHERST STORM" WITH STANDARD PICK-HOLE AND 4- ¾" VENT HOLES OR SOLID COVER (EJ #1310Z FRAMES / EJ #1310 COVER OR APPROVED EQUAL) AS ORDERED.

$_____EA.

24" DIAMETER X 3" HIGH-HEAVY DUTY FRAME AND COVER BEARING THE INSCRIPTION "AMHERST SANITARY OR AMHERST STORM" WITH STANDARD PICK HOLE AND 4- ¾" VENT HOLES (EJ #1312Z FRAMES / EJ #1310 COVER OR APPROVED EQUAL) AS ORDERED.

$_____EA.

24" WATERTIGHT CAST IRON FRAME AND COVER (EJ1310A/1123Z/1123G OR APPROVED EQUAL) AS ORDERED

$_____EA.

SOLID / VENTED MANHOLE COVERS

THE FOLLOWING BID ITEMS ARE FOR VENTED AND SOLID MANHOLE LIDS EACH TO HAVE A NON-PENETRATING PICK HOLE WITH THE INSCRIPTION "AMHERST SANITARY OR AMHERST STORM" AS ORDERED

24" DIA. X 1 3/8" THICK (EJ1310C) $_____EA.

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

PRECAST CONCRETE CATCH BASINS & RISERS

DESCRIPTION:

PROVIDE TOWN OF AMHERST WITH PRECAST CONCRETE CATCH BASINS DELIVERED TO THE TOWN OF AMHERST HIGHWAY DEPARTMENT WITHIN 30 DAYS OF PURCHASE.

MATERIAL REQUIREMENT:

MATERIAL SHALL MEET THE REQUIREMENTS OF THE NEWYORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS LATEST REVISION.

STEEL REINFORCEMENT REQUIRED

CATCH BASINS TO INCLUDE 6" WALLS AND KNOCKOUTS TO BE ROUND IN DIAMETER

ALL KNOCKOUTS SHOULD BE SUFFICIENT TO ACCEPT 15" H.D.P.E. PIPE.

ASTM STANDARDS

METHOD OF MEASUREMENT:

PER EACH

BASIS OF BID:

THE VENDOR WILL BE SELECTED BASED UPON THE LOWEST BIDDER.

24" SQ. X 24" PRECAST CATCH BASIN $_____EA.

24" SQ. X 36" PRECAST CATCH BASIN $_____EA.

24" SQ. X 48" PRECAST CATCH BASIN $_____EA.

24" SQ. X 54" PRECAST CATCH BASIN $_____EA.

30" SQ. X 36" PRECAST CATCH BASIN $_____EA.

30" SQ. X 54" PRECAST CATCH BASIN $_____EA.

36" SQ. X 42" PRECAST CATCH BASIN $_____EA.

36" SQ. X 54" PRECAST CATCH BASIN $_____EA.

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

24" X 4" HGT. PRECAST RISER $_____EA.

24" X 6" HGT. PRECAST RISER $_____EA.

24" X 12" HGT. PRECAST RISER $_____EA.

24" X 24" HGT. PRECAST RISER $_____EA.

30" X 6" HGT. PRECAST RISER $_____EA.

30" X 12" HGT. PRECAST RISER $_____EA.

36" X 6" HGT. PRECAST RISER $_____EA.

24" SQ. X 24" SQ. PRECAST CATCH BASIN W/ FRAME AND GRATE CAST

$ _____EACH

24" SQ. X 36" SQ. PRECAST CATCH BASIN W/ FRAME AND GRATE CAST

$ _____EACH

30" SQ. X 36" SQ. PRECAST CATCH BASIN W/ FRAME AND GRATE CAST

$ _____EACH

36" SQ. X 42" SQ. PRECAST CATCH BASIN W/ FRAME AND GRATE CAST

$ _____EACH

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

RECTANGULAR FRAMES AND GRATES FOR CATCHBASINS

DESCRIPTION:

PROVIDE TOWN OF AMHERST WITH FRAMES AND GRATES DELIVERED TO THE TOWN OF AMHERST HIGHWAY DEPARTMENT WITHIN 30 DAYS OF ORDER.

MATERIAL REQUIREMENT:

MATERIAL SHALL MEET THE REQUIREMENTS OF THE NEWYORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS LATEST REVISION.

FRAME AND GRATES SHALL BE HOT DIP GALVANIZED.

A.S.T.M. STANDARDS REQUIRED

METHOD OF MEASUREMENT:

PER EACH

BASIS OF BID:

THE VENDOR WILL BE SELECTED BASED UPON THE LOWEST BIDDER.

16 7/16 x 32 1/2 x 3"	FRAME & GRATE	$_____
23 15/16 x 27 1/2x 3"	FRAME & GRATE	$_____
23 15/16 x 32 1/2 x 3	FRAME & GRATE	$_____
18" x 33" x 2"	FRAME & GRATE	$_____
24 15/16 x 37 1/2x3"	FRAME & GRATE	$_____
29"x 29" x 3"	FRAME & GRATE	$_____
EJ #5419 OR EQUAL CATCH BASIN INLET	FRAME AND GRATE	$_____

RISER RINGS

THE CONTRACTOR SHALL FURNISH AND DELIVER FIBERGLASS REINFORCED POLYPROPYLENE (FRP), CAST IRON, STEEL MANHOLE EXTENSION RINGS TO RAISE THE COVERS FOR MANHOLES TO NEW PAVEMENT GRADES WHEN STREETS ARE RESURFACED.

PLASTIC MANHOLE RINGS

1"x24"	(TURNER COMPANY) BLACK	$_____EACH
1.5"x24"	(TURNER COMPANY) BLACK	$_____EACH
2"x24"	(TURNER COMPANY) BLACK	$_____EACH

CAST IRON MANHOLE RINGS

2"x24" (EJ00122493)	$_____EACH
3"x24" (EJ00122497)	$_____EACH

STEEL ADJUSTABLE MANHOLE RINGS

1"	$_____EACH
1.5"	$_____EACH
1.75"	$_____EACH
2"	$_____EACH

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

COMPANY NAME:

SECTION 12

SIGN MATERIAL (ALUM. SHEETING), STOP SIGNS, SIGN POLES, 3M PRODUCTS & TRAFFIC CONTROL EQUIPMENT (ELECTRICAL SYSTEMS)

ALUMINUM SHEETING

DESCRIPTION:

PROVIDE TOWN OF AMHERST WITH ALUMINUM SHEETING DELIVERED TO THE TOWN OF AMHERST HIGHWAY DEPARTMENT WITHIN 15 DAYS OF PURCHASE.

MATERIAL REQUIREMENT:

HARDNESS: 50-52 H38, ALLODINE FINISH

ASTM B209

METHOD OF MEASUREMENT:

PER SHEET

UP TO 100 SHEETS PER SIZE

24" x 120" @ .080 $ _____ EACH

30" X 120" @ .080 $_____ EACH

36" X 120" @ .080 $_____ EACH

STOP SIGNS

DESCRIPTION:

PROVIDE TOWN OF AMHERST WITH STOP SIGNS DELIVERED TO THE TOWN OF AMHERST HIGHWAY DEPARTMENT WITHIN 15 DAYS OF PURCHASE.

MATERIAL REQUIREMENT:

HARDNESS: 50-52 H38, ALLODINE FINISH

ASTM B209

HIGH INTENSITY PRISMATIC (HIP) / R1-1

METHOD OF MEASUREMENT:

PER	50/		100/		200/
30" @ .080	$_____	30" @ .080	$_____	30" @ .080	$_____
36" @ .080	$_____	36" @ .080	$_____	36" @ .080	$_____

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

COMPANY NAME:

TELESPAR SIGN POLES

DESCRIPTION:

PROVIDE TOWN OF AMHERST WITH GALVANIZED SIGN POLES ETC... DELIVERED TO THE TOWN OF AMHERST HIGHWAY DEPARTMENT WITHIN 15 DAYS OF PURCHASE.

MATERIAL REQUIREMENT:

GALVANIZED STEEL

METHOD OF MEASUREMENT:

PER EACH

PRODUCT	
GALVANIZED SIGN POLES12 GA 1 ¾" PERFORATED 10'	$_____ EA
GALVANIZED BASE (SLEEVE) 12 GA 2" PERFORATED 3'	$_____ EA
STEEL U-CHANNEL 72" HG 1.12 LBS/ FT.	$ _____EA

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

COMPANY NAME:

3M PRODUCTS

DESCRIPTION:

PROVIDE TOWN OF AMHERST WITH 3M PRODUCTS DELIVERED TO THE TOWN OF AMHERST HIGHWAY DEPARTMENT WITHIN 15 DAYS OF PURCHASE.

MATERIAL REQUIREMENT:

MATERIAL SHALL MEET THE REQUIREMENTS OF THE NEWYORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND ASTM STANDARDS.

METHOD OF MEASUREMENT:

PER SQUARE FOOT / UNLESS INDICATED

PRODUCT LINE	PRODUCTS	
DG3	4090 SERIES	$_____
	080 SERIES (4081, 83, 84)	$_____
EC FILM	1170CS 15"X50 YARDS (PUNCHED)	$_____
HIP	3930 SERIES	$_____
	3334/3336 BARRICADE	$_____
COMMERCIAL	983 SERIES	$_____
	680 & 680CR WHITE	$_____
	680 AND 680CR COLORS	$_____
EG	3290 SERIES	$_____
	CW84	$_____
NON REFLECTIVE	3650-12	$_____
	7720 (PUNCHED)	$_____
	7725 (SERIES)	$_____
OTHER	TPM-5	$_____
	SCPS-2	$_____
PM	A270ES	$_____
	A380IES	$_____
	SYMBOLS AND LEGENDS (BOTH)	$_____
TRAFFIC, FLEXIBLE LOOP SEALER (1 GAL) W / HARDENER		$_____

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

ROAD MARKING TAPE	A270ES	4" x 30 YD	$_____ROLL
		6" x 30 YD	$_____ROLL
		12" x 30 YD	$_____ROLL
		16" x 30 YD	$_____ROLL
		18" x 30 YD	$_____ROLL
	L270ES	48" x 20 YD LINERED	$_____ROLL
3M 280i PLUS REFLECTIVE 15"X50 YDS WHITE			$_____ROLL
GERBEREDGE FOIL 45M (ALL COLORS)			$_____ROLL
ORACAL 651 SERIES 15"X50 YDS			$_____ROLL

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

COMPANY NAME:

TRAFFIC CONTROL EQUIPMENT

(ELECTRICAL SYSTEMS)

DESCRIPTION:

PROVIDE TOWN OF AMHERST WITH TRAFFIC CONTROLS EQUIPMENT PRODUCTS DELIVERED TO THE TOWN OF AMHERST HIGHWAY DEPARTMENT WITHIN 15 DAYS OF PURCHASE.

MATERIAL REQUIREMENT:

MATERIAL SHALL MEET THE REQUIREMENTS OF THE NEWYORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND ASTM STANDARDS.

METHOD OF MEASUREMENT:

PER EACH / UNLESS INDICATED

PRODUCTS

POLARA BULLDOG 2" ADA VANDAL RESISTENT PUSHBUTTON

MONETARY, LED, AUDIBLE TONE (OR EQUAL) $_____

330 CABINET W/ RED MONITOR KIT AND 24 VOLT $_____

2010 ECLIP 16 CHANNEL CONFLICT MONITOR, RACK MOUNT $_____

EDI 210NYR CONFLICT MONITOR $_____

210 CONFLICT MONITOR $_____

2070 POWER SUPPLY MODULE 2070-4A $_____

2070-2E FIELD I/O MODULE $_____

2070-IC CPU MODULE 1C LINUX WITH OMNI 3.03 SOFTWARE $_____

FLASHER MODEL 204 LOAD SWITCH $_____

EBERLE LM222 LOOP AMPLIFIER, RACK MOUNT $_____

2070 SUITABLE TESTER $_____

242 DC ISOLATOR CARDS, RACK MOUNT $_____

EBERLE MODEL 200 SWITCHPACKS $_____

MODEL 2070 CONTROLLER 2070E/2070 ATC $_____

MIOVISION SMARTVIEW 360 FISHEYE CAMERA AND HOUSING SPARE $_____

MIOVISION CORE DCM WIRELESS CONNECT AND SENSOR HUB

CPU, MULTIMODAL VIDEO DETECTION CPU, SPARE $_____

MIO AUXCAB AUILIARY CABINET FOR HOUSING CPU'S/ANTENNA $_____

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

INDUCTANCE LOOP WIRE	$_____PER FT
18/4 UNSHIELDED DIRECT BURIAL, TRAFFIC SENSING WIRE 10,000 FT	$_____
TSM 12" RED BALL, LED	$_____
TSM 12" RED ARROW, LED	$_____
TSM 12" YELLOW BALL, LED	$_____
TSM 12" YELLOW ARROW, LED	$_____
TSM 12" GREEN BALL, LED	$_____
TSM 12" GREEN ARROW, LED	$_____
TSM 12" BIMODAL YELLOW/GREEN ARROWS, LED	$_____
TSM 8" RED BALL, LED	$_____
TSM 8" YELLOW BALL, LED	$_____
TSM 8" GREEN BALL, LED	$_____
12" YELLOW LED 12VDC	$_____
TSM 12", TRAFFIC SIGNAL SECTION TYPE 1	$_____
TSS 8" TYPE 1	$_____
TSS POLYCARBONATE 12" TYPE 1	$_____
TSS POLYCARBONATE 8" TYPE 1	$_____
SHIELDED LEAD IN CABLE 12 GAUGE	$_____PER FT
PSD 12" BI MODAL HAND/MAN SYMBOL, LED	$_____
PSS POLYCARBONATE 12" TYPE 1	$_____
PSS 12" POLYCARBONATE VISOR	$_____
PSS 12" ALUMINUM VISOR	$_____
PEDESTRIAN COUNTDOWN TIMER MODULE	$_____
TRAFFIC SIGNAL BRACKET ASSEMBLY 1 WAY	$_____
TRAFFIC SIGNAL BRACKET ASSEMBLY 2 WAY	$_____
TRAFFIC SIGNAL BRACKET ASSEMBLY 3 WAY	$_____
TRAFFIC SIGNAL BRACKET ASSEMBLY 4 WAY	$_____
TRAFFIC SIGNAL BRACKET ASSEMBLY 5 WAY	$_____
EZ BRACKET (MAST ARMS)	$_____
EZ BRACKET PIPE SUPPORT CLAMP KIT	$_____
POLE PLATE (SIGNAL POLE MOUNTING)	$_____
PRO STAR SOLAR CHARGE CONTROLLER	$_____

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

TRAFFIC SIGNAL DISCONNECT HANGER	$_____
PEDESTRIAN BRACKET MOUNT ASSEMBLY	$_____
PEDESTRIAN SIGNAL POST TOP MOUNT ASSEMBLY	$_____
SIGNAL CABLE 3 CONDUCTORS, 14 AWG	$_____PER FT
SIGNAL CABLE 5 CONDUCTORS, 14 AWG	$_____PER FT
SIGNAL CABLE 16 CONDUCTORS, 14 AWG	$_____PER FT
24 VDC POWER SUPPLY 330 CABINET	$_____
1.5 THREADED HUBS FOR DISCONNECT BOXES	$_____
CABINET GROUNDING BARS	$_____
12" ALUMINUM PEDESTRIAN HEAD ASSEMBLY	$_____
12" ALUMINUM SIGNAL HEAD SECTION	$_____
8" ALUMINUM SIGNAL HEAD SECTION	$_____
14" X 11" X 11" FLASHER CABINETS	$_____
4" CABINET BOX FANS	$_____
56" SWIVEL CLAMP KITS FOR MAST ARMS	$_____
MODEL 303-8 TRAFFIC SIGNAL CABINETS	$_____
7/16" SPAN WIRE PER FOOT	$_____
3/8" SPAN WIRE PER FOOT	$_____
½" SPAN WIRE PER FOOT	$_____
ELECTRICAL DISCONNECT/GENERATOR TRANSFER SWITCH	$_____
2070-3B LCD/FRONT PANEL MODULE	$_____
10 FT. ALUMINUM PEDESTRIAN POLE WITH WELDED 4 BOLT BASE	
FLANGE AND ANCHOR SET	$_____
MODEL 330 STRETCH CABINET (330 SR)	$_____
COUPLING 1.5" GALVANIZED	$_____
LOCK NIPPLE 1.5" GALVANIZED	$_____
SIGNAL BRACKET TOP ASSEMBLY-DOGHOUSE STYLE OR STYLE "C"	$_____

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

COMPANY NAME:

TRAFFIC SAFETY SIGNS AND EQUIPMENT

DESCRIPTION:

PROVIDE TOWN OF AMHERST WITH TRAFFIC SAFETY SIGNS AND EQUIPMENT PRODUCTS DELIVERED TO THE TOWN OF AMHERST HIGHWAY DEPARTMENT WITHIN 15 DAYS OF PURCHASE.

MATERIAL REQUIREMENT:

MATERIAL SHALL MEET THE REQUIREMENTS OF THE NEWYORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, MUTCD AND ASTM STANDARDS.

METHOD OF MEASUREMENT:

PER EACH

48-SBO (EASTERN METAL OR BETTER)

48"x48" SUPERBRIGHT ROLLUP SIGN WITH 3/8"x1/4" RIBS,

NUT AND BOLT VERTICALLY, 2 HALF POCKETS HORIZONTALLY. FLUORESCENT ORANGE

LOCAL TRAFFIC ONLY, MEN WORKING SYMBOL, ROAD CLOSED, OL ROAD AHEAD, FLAGGER SYMBOL, RIGHT/LEFT LCA ETC...

$ _____EACH

C-801 (APEX SIGN STAND OR EQUAL)

COMPACT SIGN STAND, SINGLE COIL SPRING ALUMINUM 22lbs, SPIN HANDLE, LONG LEG

$ _____EACH

28PO64-TC1 (EASTERN METAL OR EQUAL)

28" 7lb HIGH VISABILTY ORANGE CONE WITH 4"-6" REFLECTIVE COLLARS, FLEXIBLE AND RUGGED DURABILITY

$ _____EACH

TCB-6-OW (EASTERN METAL OR EQUAL)

FIELD CONE BARS

$_____EACH

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

COMPANY NAME:

SECTION 13

BIKE PATH AND TRAILWAY REHABILITATION

SCOPE:

THE TOWN OF AMHERST IN ERIE COUNTY, NEW YORK IS BIDDING THE REHABILITATION OF THEIR BIKE-PATH AND TRAILWAY SYSTEMS IN VARIOUS LOCATIONS OF THE TOWN.

EXCAVATION:

THE CONTRACTOR WILL MILL OR DIG THE EXISTING PATHWAY 8" BELOW THE EXISTING FINISH GRADE. THE REMOVED MATERIAL WILL BE HAULED OFF BY THE CONTRACTOR AT THE CONTRACTORS EXPENSE. TREE ROOTS THAT TRANSVERSE THE SAID PATHWAY WILL ALSO BE REMOVED BY THE CONTRACTOR. THE REHABILITATION OF PATHWAY SHALL BE DONE AT A REASONABLE DATE DUE TO WEATHER CONDITIONS.

EXCAVATION:

THE PATHWAYS SHALL INCLUDE IF REQUIRED

10' WIDE PATH (MILLED OR DUG)

6" DEPTH COMPACTED #2 CRUSHED STONE @ 10' WIDE

2" DEPTH TYPE 3 BINDER

1.5" DEPTH TYPE 7F TOP

MEASUREMENT:

THE WORK PRESCRIBED WILL BE MEASURED BY THE SQUARE YARD OF SURFACE AREA. CALCULATIONS WILL BE BASED ON THE LINEAR FOOT OF PATHWAY BY A 10' WIDTH.

PAYMENT:

PAYMENT WILL BE MADE FOR THE UNIT PRICE BID PER SQUARE YARD.

CREW:

THE CONTRACTOR SHALL FURNISH ALL LABOR AND EQUIPMENT AS REQUESTED BY THE SUPERINTENDENT OF HIGHWAYS IN COMPLIANCE WITH ALL APPLICABLE NEWYORK STATE AND FEDERAL WAGE RATES. THE ON SITE SUPERVISOR OR FIELD REPRESENTATIVE AT ALL TIMES MUST BE ACCESSIBLE BY PHONE.

NOTE:

ALL CRUSHED STONE AND ASPHALT WILL BE PROVIDED BY THE CONTRACTOR THROUGH THEIR SQUARE YARD PRICE.

THERE SHALL BE NO SUBCONTRACTORS WITHOUT PRIOR WRITTEN APPROVAL OF THE TOWN OF AMHERST SUPERINTENDENT OF HIGHWAYS, NOR SHALL ANY SUBCONTRACTOR SUBCONTRACT ITS WORK OUT.

DIG SAFELY NY WILL BE NOTIFIED BY CONTRACTOR PRIOR TO EXCAVATION

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

THE TOWN OF AMHERST HIGHWAY/PARKS DEPARTMENT WILL PROVIDE FOR:

CLOSURE OF PATHWAY

MAINTENANCE AND PROTECTION OF PEDESTRIAN TRAFFIC

TREE AND TREE LIMB REMOVAL

LANDSCAPING

DRAINAGE THAT TRANSVERSES THE PATHWAY (IF NEEDED)

TOTAL RECONSTRUCTION (MILLING/DIG, STONE & BINDER)

PRICE PER SQUARE YARD $_____

OVERLAY ONLY (1.5" 7F)

PRICE PER SQUARE YARD $_____

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

COMPANY NAME:

SECTION 14

CATCH BASIN REPAIR

INSTRUCTIONS TO BIDDERS

THE TOWN OF AMHERST IS BIDDING THE REHABILITATION OF DAMAGED CATCH BASINS.

THE SUCCESSFUL CONTRACTOR SHALL NOTIFY THE HIGHWAY DEPARTMENT ONE (1) DAY IN ADVANCE OF BEGINNING WORK EACH DAY AND INFORM THEM WHERE WORK WILL BE DONE THAT DAY.

THE CONTRACTOR SHALL BE READILY AVAILABLE TO BE CONTACTED TO DO EMERGENCY OR PRESSING WORK AS NOTIFIED BY THE TOWN. SUCH WORK WILL BEGIN WITHIN 24 HOURS AFTER NOTIFICATION.

THE SUPERINTENDENT OF HIGHWAYS SHALL DETERMINE JOB PRIORITY AND ARRANGE A SCHEDULE OF WORK. THIS SCHEDULE MAY NOT NECESSARILY CONFORM TO THE ORDER IN WHICH THE LOCATIONS ARE LISTED IN THE CONTRACT.

ALL WORK IS TO BE PERFORMED BY QUALIFIED CRAFTSMEN IN A MANNER USING ONLY NEW MATERIALS CONFORMING TO THE NEWYORK DEPARTMENT OF TRANSPORTATION CONSTRUCTION SPECIFICATIONS AND AS AMENDED HEREIN.

ALL AREAS IN NEED OF REPAIRS SHALL BE VISITED BY THE CONTRACTOR AND THE TOWN REPRESENTATIVE. AT THAT TIME THE QUANTITY OF RESTORATION SHALL BE AGREED UPON AND WORK LIMITS SET.

THE SITES SHALL BE LISTED IN THE PROPOSAL UNDER THE VARIOUS ITEMS OR SHALL OCCUR DURING THE TERM OF THE CONTRACT. THE LIST OF CATCH BASINS IS NOT EXACT, AND MAY BE MORE OR LESS AT THE DISCRETION OF THE SUPERINTENDENT OF HIGHWAYS. PAYMENT WILL BE MADE UNDER THE RESPECTIVE CATEGORY SET FORTH IN THE PROPOSAL AT THE UNIT BID PRICE BID FOR THE NUMBER OF UNITS ACTUALLY REPAIRED.

PAYMENT

THE CONTRACTOR WILL BE PAID ON A PURCHASE ORDER BASIS. LOCATION OF THE VARIOUS SITES WILL BE DETERMINED BY THE SUPERINTENDENT OF HIGHWAYS. PAYMENT FOR EACH BASIN MEASURED AND APPROVED FOR PAYMENT SHALL CONSTITUTE FULL PAYMENT FOR ALL LABOR, EQUIPMENT AND MATERIALS.

CREW

THE CONTRACTOR SHALL FURNISH ALL LABOR AND EQUIPMENT AS REQUESTED BY THE SUPERINTENDENT OF HIGHWAYS IN COMPLIANCE WITH ALL APPLICABLE NEWYORK STATE AND FEDERAL WAGE RATES. THE ON- SITE SUPERVISOR OR FIELD REPRESENTATIVE AT ALL TIMES MUST BE ACCESSIBLE BY MEANS OF A TWO-WAY RADIO SYSTEM. THERE SHALL BE NO SUBCONTRACTORS WITHOUT PRIOR WRITTEN APPROVAL OF THE TOWN SUPERINTENDENT, NOR SHALL ANY SUBCONTRACTOR SUBCONTRACT ITS WORK.

SCOPE OF WORK

A. THE CONTRACTOR SHALL FURNISH ALL LABOR, TOOLS AND EQUIPMENT REQUIRED FOR CATCH BASIN REHABILITATION AS DESIGNATED.
B. EACH CATCH BASIN SHALL BE STRUCTURALLY REPAIRED FROM WITHIN THE INTERIOR OF THE CATCH BASIN.
C. REHABILITATION WORK IS LIMITED TO RE-MORTARING BLOCK, REPLACING LOOSE / BROKEN BLOCK, AND PARGING THE ENTIRE CATCH BASIN INSIDE & OUT WITH "QUICK WALL".
D. THE CONTRACTOR SHALL REMOVE AND REPLACE AS MANY COURSES OF BLOCK AS INSTRUCTED. THE TOWN WILL REMOVE ALL DAMAGED COURSES OF BLOCK BEFORE THE CONTRACTOR BEGINS.
E. THE CONTRACTOR MUST CONSTRUCT A CONCRETE CAP AT LEAST 6" THICK AROUND EACH CATCH BASIN. THE CAP MUST BE SEALED WITH AN ANTI-SPALL COMPOUND, AS SPECIFIED.
F. ANY SAND AND WATER NEEDED FOR THE MORTAR MIX WILL BE THE RESPONSIBILITY OF AND FURNISHED BY THE CONTRACTOR.
G. MEASUREMENT FOR PAYMENT SHALL BE AS PER EACH CATCH BASIN REHABILITATED TIMES THE BID PRICE PER UNIT.
H. EXISTING FRAMES AND GRATES SHALL BE REUSED. IF A FRAME AND / OR GRATE IS DAMAGED BEYOND REUSE, THE TOWN SHALL SUPPLY THE REPLACEMENT FRAME AND / OR GRATE.

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

I. THE TOWN SHALL SUPPLY ALL MORTAR, BLOCK, BARRICADES AND PORTLAND CEMENT.

GENERAL SPECIFICATIONS

1. THE BIDDER SHALL COORDINATE HIS WORK WITH THE TOWN OF AMHERST HIGHWAY DEPARTMENT AT ALL TIMES.
2. THE BIDDER SHALL BE REQUIRED TO SO ARRANGE HIS WORK AS TO OBSTRUCT TRAFFIC AS LITTLE AS POSSIBLE AND WITH PROPER NEWYORK STATE WORK ZONE SAFETY MARKING EQUIPMENT.
3. THE BIDDER SHALL PROVIDE AND MAINTAIN TOOLS AND EQUIPMENT AS NECESSARY TO PERFORM ALL WORK IN A SATISFACTORY AND ACCEPTABLE MANNER AND IN ACCORDANCE WITH THE SPECIFICATIONS REQUIRED BY THE AGREEMENT.
4. IT MUST BE UNDERSTOOD THAT PRIOR TO AWARDING THE CONTRACT TOWN OF AMHERST MUST BE REASONABLY SATISFIED THAT THE BIDDER DOES POSSESS THE NECESSARY EQUIPMENT AND HAS HAD SUFFICIENT EXPERIENCE IN PERFORMANCE OF SIMILAR CONTRACTS. THE BIDDER SHALL HAVE HAD A LOCALLY ESTABLISHED BUSINESS FOR A PERIOD OF NOT LESS THAN THREE (3) YEARS. UPON REQUEST THE BIDDER SHALL SUBMIT HIS EQUIPMENT FOR INSPECTION AND SHALL FURNISH ANY INFORMATION REQUIRED BY THE SUPERINTENDENT OF HIGHWAYS FOR THE PURPOSE OF DETERMINING HIS QUALIFICATIONS UNDER THESE SPECIFICATIONS.
5. WHEN ESTIMATED QUANTITIES ARE USED AS A BASIS OF TAKING BIDS, THEY REPRESENT THE BEST JUDGMENT OF THE SUPERINTENDENT OF HIGHWAYS BASED UPON PREVIOUS EXPERIENCE. HOWEVER, THE ESTIMATES ARE IN NO WAY GUARANTEED, AND THE WORK THE BIDDER MAY BE REQUIRED TO PERFORM UNDER THE CONTRACT CAN VARY CONSIDERABLY FROM THESE ESTIMATES, EITHER UP OR DOWN.
6. BIDDERS SHALL NOT, AT ANY TIME, AFTER SUBMISSION OF BIDS DISPUTED OR COMPLAIN OF THE AFOREMENTIONED SCHEDULE OR ASSERT THAT A MISUNDERSTANDING EXISTED REGARDING EITHER THE AMOUNT OR CHARACTER OF THE WORK TO BE PERFORMED AND SHALL NOT MAKE CLAIM FOR LOSS OF WORK OR PROFITS DUE TO A DIFFERENCE IN ESTIMATED QUANTITIES AND ACTUAL WORK PERFORMED. THE SUPERINTENDENT OF HIGHWAYS RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK TO BE PERFORMED AT HIS DISCRETION.
7. BIDDER MUST SPECIFY THE DATE OF STARTING WORK, AND A REASONABLE LENGTH OF TIME FOR COMPLETION.
8. SUCCESSFUL BIDDER SHALL AT ALL TIMES BE AWARE OF THE FACT THAT HE IS A REPRESENTATIVE OF THE TOWN OF AMHERST. IN DEALING WITH THE PUBLIC, EVERY COURTESY MUST BE EXTENDED AT ALL TIMES. HIS EMPLOYEES ARE EXPECTED TO ACT IN BUSINESSLIKE AND EFFICIENT MANNER DURING THE PERFORMANCE OF THEIR TASKS.

INSPECTION

IT IS NOT THE FUNCTION OF THE SUPERINTENDENT OF HIGHWAYS TO SUPERVISE OR DIRECT THE MANNER IN WHICH THE WORK IS TO BE DONE UNDER THIS CONTRACT. THE SUPERINTENDENT OF HIGHWAYS IS NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR THE SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. NEVERTHELESS, THE CONTRACTOR AGREES THAT ANY METHOD OR PROCEDURE, WHICH IN THE OPINION OF THE SUPERINTENDENT OF HIGHWAYS DOES NOT ACHIEVE THE REQUIRED RESULTS OF QUALITY OF THE WORK SPECIFIED, SHALL BE DISCONTINUED IMMEDIATELY UPON THE ORDER OF THE SUPERINTENDENT OF HIGHWAYS.

THE SUPERINTENDENT OF HIGHWAYS SHALL HAVE THE AUTHORITY TO REJECT ANY WORK OR MATERIAL, OR ANY PART THEREOF, WHICH DOES NOT IN HIS OPINION CONFORM TO THE PLANS, DRAWING, SPECIFICATIONS AND CONTRACT AND IT SHALL BE PERMISSIBLE FOR HIM TO DO SO AT ANY TIME DURING THE PROGRESS OF THE WORK AND UNTIL ITS ACCEPTANCE. NO WORK SHALL BE DONE EXCEPT IN THE PRESENCE OF THE SUPERINTENDENT OF HIGHWAYS OR HIS REPRESENTATIVES. NO MATERIAL OF ANY KIND SHALL BE USED IN THE WORK UNTIL IT HAS BEEN INSPECTED AND ACCEPTED BY THE SUPERINTENDENT OF HIGHWAYS.

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

THE INSPECTION OF THE SUPERINTENDENT OF HIGHWAYS DOES NOT RELIEVE THE CONTRACTOR OF THE PRIMARY DUTY TO INSPECT ALL MATERIALS AND EQUIPMENT DELIVERED TO THE SITE FOR INCORPORATION INTO THE WORK. ALL MATERIALS REJECTED SHALL BE REMOVED IMMEDIATELY FROM THE WORK AND NOT AGAIN OFFERED FOR INSPECTION. ANY MATERIALS OR WORKMANSHIP FOUND AT ANY TIME TO BE DEFECTIVE OR NOT OF THE QUALITY OF CHARACTER REQUIRED BY THE PLANS AND SPECIFICATIONS SHALL BE REMEDIED AT ONCE REGARDLESS OF PREVIOUS INSPECTION.

SUCH INSPECTION SHALL NOT RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM SAID WORK STRICTLY IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS AND WORK NOT SO CONSTRUCTED SHALL BE REMOVED AND MADE GOOD BY THE CONTRACTOR AT HIS OWN EXPENSE, AND FREE FROM ALL EXPENSE TO THE OWNER WHENEVER SO ORDERED BY THE OWNER WITHOUT REFERENCE TO ANY PREVIOUS OVERSIGHT OR ERROR IN INSPECTION.

LABOR

THE CONTRACTOR SHALL AT ALL TIMES EMPLOY WORKMEN WHO ARE SKILLED IN THEIR RESPECTIVE LINES. THE CONTRACTOR IS RESTRICTED IN HIS SELECTION OF LABOR AND PAYMENT THEREFORE BY CERTAIN LEGAL REQUIREMENTS WHICH MUST BE OBSERVED FOR COMPLIANCE WITH PUBLIC POLICY. THIS REFERS TO THE EIGHT HOUR DAY, PAYMENT OF OVERTIME, AND CANCELATION OF CONTRACT FOR VIOLATIONS AND PENALTIES FOR VIOLATIONS OF PROVISIONS THEREIN. THE CONTRACTOR SHOULD BE THOROUGHLY FAMILIAR WITH ALL PROVISIONS OF THE LABOR LAW AND OTHER STATUTES THAT ARE SUBSEQUENTLY NOTED HEREIN BEFORE COMMENCING WORK ON HIS CONTRACT.

CONCRETE SEAL: CURBING AGENT

THE CONTRACTOR SHALL FURNISH ALL LABOR AND MATERIALS NECESSARY TO SEAL ALL NEW CATCH BASIN CONCRETE CAPS USING ASTM SPECIFICATIONS C-309-531 TYPE 1. MATERIAL USED WILL BE A CLEAR SILICONE, WATER REPELLENT PROTECTION. IT IS TO BE A RATE THAT WILL PRODUCE COVERAGE OF FROM 75-200 SQUARE FEET PER GALLON. BEFORE WORK IS STARTED THE CONTRACTOR SHALL SET OUT THE SPECIFIED BARRICADES. IF HE FAILS TO DO SO THE WORK WILL BE STOPPED UNTIL SAID BARRICADES ARE SET OUT.

BEFORE ANY EXCAVATION IS STARTED A STRAIGHT SAW-CUT EDGE SHALL BE MADE AT THE MARKED AREA TO MAKE SURE THE REPLACEMENT WILL BE FREE OF ANY IRREGULARITY AND RESULT IN A SMOOTH LEVEL SURFACE.

THE CONTRACTOR SHALL EXCAVATE ONLY TO THE SPECIFIED LIMITS SET BY THE SUPERINTENDENT OF HIGHWAYS AND ANY DAMAGE OR EXCAVATION BEYOND THE JOB LIMITS SHALL BE REPLACED AT THE CONTRACTOR EXPENSE.

ORDER OF COMPLETION

THE CONTRACTOR SHALL SUBMIT, AT SUCH TIMES AS MAY BE REASONABLY REQUESTED BY THE SUPERINTENDENT OF HIGHWAYS, SCHEDULES WHICH SHALL SHOW THE ORDER IN WHICH THE CONTRACTOR PROPOSES TO CARRY ON THE WORK, WITH DATE AT WHICH THE CONTRACTOR WILL START THE SEVERAL PARTS OF THE WORK, AND ESTIMATES DATES OF COMPLETION OF THE SEVERAL PARTS. THIS SHALL BE APPROVED BY THE OWNER.

FAMILIARITY WITH THE WORK

BIDDERS ARE REQUIRED TO CAREFULLY EXAMINE ALL CONTRACT SPECIFICATIONS AND MAKE A THOROUGH INVESTIGATION OF CONDITIONS AT THE LOCATION OF THE PROPOSED WORK. IT IS THE OBLIGATION OF THE BIDDER TO ASCERTAIN FOR HIMSELF ALL THE FACTS CONCERNING CONDITIONS TO BE FOUND AT THE LOCATION OF THE PROJECT INCLUDING ALL PHYSICAL CHARACTERISTICS ABOVE, ON, AND BELOW THE SURFACE OF THE GROUND. TO CONSIDER FULLY THESE AND ALL OTHER MATTERS WHICH CAN, IN ANY WAY, AFFECT THE WORK UNDER THIS CONTRACT AND MAKE THE NECESSARY INVESTIGATIONS RELATING THERETO AND HE AGREES TO THIS OBLIGATION IN SIGNING THE BID AND CONTRACT.

THE OWNER ASSUMES NO RESPONSIBILITY WHATSOEVER WITH RESPECT TO ASCERTAINING FOR THE CONTRACTOR SUCH FACTS CONCERNING PHYSICALLY CHARACTERISTICS AT THE SITE OF THE PROJECT. THE CONTRACTOR AGGRESS THAT HE WILL MAKE NO CLAIM FOR, AND NO RIGHT TO ADDITIONAL PAYMENT OR EXTENSION OF TIME FOR COMPLETION OF THE WORK OR ANY OTHER CONCESSION BECAUSE OF ANY MISINTERPRETATION OR MISUNDERSTANDING ON HIS PART TO FULLY ACQUAINT HIMSELF WITH ALL CONDITIONS RELATING TO THE WORK.

THE COMPLETED WORK IS TO BE MEASURED AND / OR COUNTED SO BOTH THE CONTRACTOR AND THE TOWN SHALL BE IN AGREEMENT.

CUTS IN EXISTING WALKS, DRIVES, ROADS OR CURBS THAT ARE TO BE LEFT IN PLACE ARE TO BE SAW CUT.

WORK SHALL BE PERFORMED AT SUCH TIMES AND LOCATIONS AS THE TOWN MAY DECIDE. ONE YEAR (1) WARRANTY BOND WILL BE SUBMITTED WHEN ALL WORK IS COMPLETED. THE CONTRACTOR SHALL PROCEED WITH THE WORK WITHIN 15 DAYS

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

OF DIRECTION TO PROCEED AND SHALL CONTINUOUSLY PROCEED WITH SAID WORK UNTIL COMPLETE. ALL WORK WILL BE SCHEDULED SO THAT IT CAN BE COMPLETED NO LATER THAN THE DATE ESTABLISHED IN THE PROPOSAL. THE CONTRACTOR SHALL LEAVE THE SITE OR SITES IN A CLEAN CONDITION AND REMOVE ALL EXCESS MATERIAL RELATED TO HIS WORK FROM SITE OR SITES ON A DAILY BASIS.

AREA WILL BE BARRICADED BY THE CONTRACTOR PRIOR TO CONCRETE INSTALLATION AND LEFT IN PLACE UNTIL FORMS ARE REMOVED. (TOWN TO PROVIDE BARRICADES) THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGES TO PROPERTY NOT MARKED FOR REMOVAL, ON PRIVATE PROPERTY AND TOWN OWNED PROPERTY.

CONCRETE MIX TO BE USED WILL CONFORM TO ALL TOWN SPECIFICATIONS AND BATCHING FACILITIES SHALL MEET ALL AUTOMATION AND RECORDATION REQUIREMENTS.

ANY DEFACING OF FRESH CONCRETE WILL BE THE CONTRACTOR'S RESPONSIBILITY TO CORRECT, AND AT THE EXPENSE OF THE CONTRACTOR.

THE CONTRACTOR IS RESPONSIBLE FOR, BUT NOT LIMITED TO, FORMING, SUPPLYING, AND PLACING THE CONCRETE AND FINISHING SAME, REMOVING FORMS, DISPOSING OF EXCESS AND SPOIL MATERIAL, AND CLEAN- UP OF ALL DEBRIS AND MATERIAL ON THE JOB SITE.

ALL EXCESS EXCAVATION SHALL BE BROUGHT TO GRADE WITH SELECT BACKFILL BY THE CONTRACTOR. THE CONTRACTOR SHALL ASCERTAIN THAT ALL SUB- BASE IS PROPER AND WILL BE HELD RESPONSIBLE FOR ALL SUB-BASE MATERIAL FINISHED AND INSTALLED.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN UNDERGROUND UTILITY LOCATIONS, AND THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE TO THESE UTILITIES DURING THE COURSE OF HIS WORK. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY PRIVATELY OWNED LAWN SPRINKLER SYSTEMS, BUBBLERS, OR ANY OTHER APPURTENANCES WHICH MAY BE DAMAGED AS A RESULT OF HIS WORK.

IN SUBMITTING A PROPOSAL THE BIDDER CERTIFIES THAT HE UNDERSTANDS AND IS FAMILIAR WITH THE SPECIFICATIONS PRESCRIBED AND IS FAMILIAR WITH THE NECESSARY REQUIREMENTS OF THE WORK TO BE DONE, ALL IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PROVIDED BY THE SUPERINTENDENT OF HIGHWAYS.

AWARD OF CONTRACTS

THE SUPERINTENDENT OF HIGHWAYS RESERVES THE RIGHT TO CONSIDER WITH THE PROVISION OF THE SPECIFICATION AND CONTRACT DOCUMENTS, AND MAY WAIVE ANY INFORMALITIES IN, AND MAKE AND AWARD TO, OTHER THAN THE LOW BIDDER, OR TO AWARD ONE CONTRACT FOR THE ENTIRE WORK OR SEPARATE CONTRACTS FOR PORTIONS THEREOF, SHOULD IT BE IN THE BEST INTEREST OF THE TOWN, AND REJECT ANY OR ALL BIDS.

MAINTENANCE OF TRAFFIC

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE, CONTROL AND THE SAFEGUARDING OF TRAFFIC WITHIN THE VICINITY OF THE WORK AREA. THE CONTRACTOR SHALL TAKE EVERY PRECAUTION TO PROTECT PEDESTRIAN AND VEHICLE TRAFFIC USING NECESSARY SAFETY PRECAUTIONS AND SAFEGUARDS. THE CONTRACTOR WILL FURNISH AT HIS OWN EXPENSE, ALL FLAGMEN WHO MAY BE NEEDED FOR THE CONTROL AND DIRECTION OF TRAFFIC WITHIN THE VICINITY OF THE WORK AREA.

CONTRACTOR WILL NOT INTERFERE WITH ANY TRAFFIC SIGNS. IN THE EVENT ANY SIGN COMES IN CONFLICT WITH HIS WORK, THE CONTRACTOR WILL NOTIFY THE HIGHWAY SUPERINTENDENT OR HIS AGENT. THE TOWN FORCES WILL REMOVE AND RESET THE SIGN. SHOULD THE CONTRACTOR DAMAGE ANY SIGN, HE WILL IMMEDIATELY NOTIFY THE HIGHWAY SUPERINTENDENT OR HIS AGENT, AND THE CONTRACTOR WILL BE BILLED FOR THE SIGN REPAIR.

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

CONTRACTORS ORGANIZATION

ALL MACHINERY AND EQUIPMENT SHALL BE ADEQUATE FOR THE PURPOSE USED AND SHALL BE KEPT IN GOOD WORKABLE CONDITION AND BE OPERATED BY EXPERIENCED OPERATORS.

ALL WORK UNDER THE CONTRACT SHALL BE PERFORMED UNDER THE CONTINUOUS SUPERVISION OF COMPETENT PERSONNEL THOROUGHLY EXPERIENCED IN THE CLASS OF WORK SPECIFIED. INCOMPETENT, CARELESS OR NEGLIGENT EMPLOYEES OR AGENTS SHALL BE FORTHWITH DISCHARGED BY THE CONTRACTOR UPON WRITTEN REQUEST OF THE SUPERINTENDENT OF HIGHWAYS AND FAILURE TO COMPLY WITH SUCH REQUEST SHALL BE SUFFICIENT GROUNDS FOR TERMINATION OF THE CONTRACT. THE LACK OF PROPER SUPERVISION BY CONTRACTOR OR BY HIS SUPERVISORY PERSONNEL SHALL BE JUST CAUSE FOR TERMINATION OF THE CONTRACT.

EACH BIDDER SHALL BE EXPERIENCED IN THE KIND OF WORK TO BE PERFORMED AND SHALL HAVE SUFFICIENT, COMPETENT WORKMEN, NECESSARY EQUIPMENT AND SUFFICIENT CAPITAL TO PROPERLY EXECUTE THE WORK WITHIN THE TIME ALLOWED, AND TO PROSECUTE AND COMPLETE THE WORK AT THE RATE OF THE TIME SPECIFIED. BIDS MAY BE REJECTED IF THE BIDDER IS ALREADY OBLIGATED FOR THE PERFORMANCE OF OTHER WORK WHICH WOULD DELAY THE COMMENCEMENT, PERSECUTION, OR COMPLETION OF WORK. IF WORK BACKLOG OF MORE THAN TWO WEEKS EXISTS, AS DETERMINED BY THE HIGHWAY SUPERINTENDENT, THE SUCCESSFUL BIDDER WILL PROVIDE THE ADDITIONAL QUALIFIED LABOR UNTIL THE BACKLOG IS ELIMINATED AND WORK BROUGHT TO DATE. THE BIDDER BEING DULY NOTIFIED, IF THE BACKLOG IS NOT DONE IN A REASONABLE TIME THEREAFTER, THE TOWN RESERVES THE RIGHT TO HAVE SAID WORK COMPLETED.

CATCH BASIN REPAIR

BID SHEET

BID PRICE PER CATCH BASIN REHABILITATION $_____

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

COMPANY NAME:

SECTION 15

PLANT MIXED CONCRETE AND CONTROLLED LOW STRENGTH MATERIALS (CLSM) FLOWABLE FILL

DESCRIPTION:

PROVIDE PLANT MIXED CONCRETE DELIVERED TO THE TOWN OF AMHERST.

MATERIAL REQUIREMENT:

MATERIAL SHALL MEET THE REQUIREMENTS OF THE NEWYORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, SECTION 500 OR LATEST REVISION.

METHOD OF MEASUREMENT:

PER CUBIC YARD

BASIS OF BID:

THE VENDOR WILL BE SELECTED BASED UPON THE LOWEST BIDDER.

MIN. BAGS CEMENT C.Y.	7.5
WATER / CEMENT RATIO (MAX. GAL. / BAG)	5.75
MIN. COMPRESSIVE STRENGTH (28 DAYS)	4500
AIR CONTENT	5% TO 7%
PRICE OF MATERIAL PER C.Y.	$_____
PRICE OF DELIVERY AND UNLOADING	$_____
TOTAL PRICE PER C.Y.	$_____
ADDED COST FOR "POZZOLITH" PER C.Y.	$_____
OVERTIME WAITING PER MINUTE	$_____
ENVIRONMETAL COMPLIANCE FEE	$_____

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

CONTROLLED LOW STRENGTH MATERIALS (CLSM) FLOWABLE FILL

DESCRIPTION:

PROVIDE CONTROLLED LOW STRENGTH MATERIALS (CLSM) DELIVERED TO THE TOWN OF AMHERST.

MATERIAL REQUIREMENT:

MATERIAL SHALL MEET THE REQUIREMENTS OF THE NEWYORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, SECTION 200 OR LATEST REVISION.

THE TOWN OF AMHERST HIGHWAY DEPARTMENT SHALL SPECIFY THE MIX PROPORTION WHEN ORDER IS PLACED.

FLY ASH WILL NOT BE PERMITTED IN MATERIAL MIX.

METHOD OF MEASUREMENT:

PER CUBIC YARD

BASIS OF BID:

THE VENDOR WILL BE SELECTED BASED UPON THE LOWEST BIDDER.

CLSM $ _____ C.Y. (NO FLY ASH)

Attachment: HIGHWAY BID 2024-25 SECTIONS 9-15 (RES-2024-485 : AWARD OF 2024 - 2025 PURCHASING MAINTENANCE MATERIALS AND

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29038 **RESOLUTION 2024-486** **ADOPTED**

Assistant Food Service Manager/Senior Services

Please appoint an Assistant Food Service Manager 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 May 29, 2024 at an annual salary of $48,360, Grade 9, Step D for Elizabeth Zarcone.

Contingent upon completing all pre-employment requirements and Erie County Civil Service Rules and Regulations.

This is a promotion for an employee currently serving as Cook.
Replacing an employee who was promoted.

5/28/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29031 **RESOLUTION 2024-487** **ADOPTED**

Community Development Specialist/Planning Department

Please appoint a Community Development Specialist to the Planning Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective May 29, 2024 at an annual salary of $58,681, Grade 10, Step I for Susan Fitzpatrick.

This is a permanent appointment for a current employee who has been serving Provisionally.

5/28/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29033 **RESOLUTION 2024-488** **ADOPTED**

Program Supervisor-Youth & Recreation/Youth & Recreation Department

Please appoint a Program Supervisor-Youth & Recreation to the Youth & Recreation Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective June 3, 2024, at an annual salary of $79,416.09, Grade 2, Step A of the Exempt Non-Department Head Salary Schedule for Naomi Sosnowski.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver

Replacing an employee that passed away.

5/28/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 29039 **RESOLUTION 2024-489** **ADOPTED**

Sidewalk Waiver Request - SWW-2024-01, 924 Klein Road

SIDEWALK WAIVER REQUEST - SWW-2024-01, for property located at 924 Klein Road (SBL# 56.11-4-23.11). Oasis Homes of WNY LLC, Petitioner.

5/28/2024
Consent

FINANCIAL IMPACT:

None

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

Amherst

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

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

Town Board Agenda of May 28, 2024

MEMORANDUM May 21, 2024

TO: Fran Spoth, Town Clerk
Honorable Town Board

FROM: Daniel C. Howard, AICP, Planning Director

SUBJECT: SIDEWALK WAIVER REQUEST – **SWW-2024-01**
Property Located at **924 Klein Road** (SBL# 56.11-4-23.11).
Oasis Homes of WNY LLC, Petitioner.

The subject request has been reviewed by the Planning, Building and Engineering Departments and **will be placed on the May 28, 2024 Town Board agenda under the Planning Director's report** for decision by the Board. Attached find the reviews from the departments which give their recommendations.

Should you have any questions please contact this office at (716) 631-7051.

Thank you.

DH/GP/ac
Att. Building, Engineering & Planning Department Reviews
X:\Current_Planning\Files\Sidewalk Waivers\SWW 2024\SWW-2024-01_(924_Klein)\SWW-2024-01_TB Agenda_052824.doc
cc: Daniel J. Ulatowski, Assistant Planning Director
Town Attorney
Building Department
Chris Schregel, Engineering Department

Attachment: SWW-2024-01_TB letter packet_052824 (RES-2024-489 : SWW-2024-01, 924 Klein Road)

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

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

MEMORANDUM May 20, 2024

TO: Daniel C. Howard, AICP, Planning Director

FROM: Planning Department, Gary Palumbo, AICP, Associate Planner

SUBJECT: Sidewalk Waiver Request; **SWW-2024-01**, property located at **924 Klein Road** (SBL # 56.12-3-6.11), Oasis Homes of WNY, petitioner.

The subject property is located on the north side of Klein Road 300± feet east of Aster Place and 730± feet west Kristen Meadows. The subject property has 110 feet of frontage. Klein Road is a Town of Amherst highway and is designated as a Local Collector roadway in the Town of Amherst Bicentennial Comprehensive Plan.

The surrounding area is residential in character and comprised of single homes both north and south of Klein Road. This is consistent with the Town of Amherst Bicentennial Comprehensive Land Use Plan.

The petitioner is requesting that the required sidewalk along the frontage of 924 Klein Road be waived because there are no sidewalks on the north side of Klein Road.

Upon filed inspection by staff, this statement is true and there are currently no sidewalks on the north side of Klein Road between Transit road to the East and Kingswaye Drive to the east (approximately 1.8 miles). Sidewalks are located on the south side of Klein Rd generally between Transit Road and Hopkins Road.

While there appears to be adequate area in the Klein Road right-of-way to accommodate a sidewalk, based upon the above, and without a coordinated plan to install sidewalks on the north side of Klein Road in the subject area. Therefore, it is this Department's recommendation that the subject request be approved with the stipulation that sidewalks be installed at the then owner's expense at such future time they may be deemed necessary by the Town Board

SM/ac
Att:
X:\Current_Planning\Files\Sidewalk Waivers\SWW 2024\SWW-2024-01_(924_Klein)\SWW-2024-01_Pln_Dpt_Rvw_05202024.doc
cc: Daniel Ulatowski, Zoning Enforcement Officer
Scott Marshall, Principal Planner
Martin A. Polowy, Town Attorney
Mark S. Berke, Commissioner of Building
Chris Schregel, Engineering Services
Oasis Homes of WNY LLC, 8442 Hidden Oaks Dr., E. Amherst, NY 14051
James Murty, 8285 Stahley Dr., Amherst, NY 14051

Attachment: SWW-2024-01_TB letter packet_052824 (RES-2024-489 : SWW-2024-01, 924 Klein Road)

TOWN OF AMHERST ENGINEERING DEPARTMENT
ENGINEERING SERVICES DIVISION
BRIAN J. ARMSTRONG – DIRECTOR OF ENGINEERING SERVICES

RECEIVED
MAY 07 2024
TOWN OF AMHERST
PLANNING DEPT.

May 3, 2024

TO: Daniel C. Howard, AICP, Planning Director

FROM: Christopher P. Schregel – Project Manager & Traffic Safety Coordinator

SUBJECT: Sidewalk Waiver Request, SWW-2024-01

LOCATION: 924 Klein Road

PETITIONER: Oasis Homes of WNY LLC

Recommendation:
The Engineering Department recommends that this sidewalk waiver request be denied.

Reason:
A 4-foot wide sidewalk is constructable within the available right-of-way.

Note:
1. Engineering Department review is solely based on constructability at this specific lot. Sidewalk network connectivity, destinations, and likelihood of pedestrian travel is not considered as part of this specific review.

CPS
Cc: Mark S. Berke, Commissioner of Buildings
Fran Spoth, Town Clerk
Martin A. Polowy, Town Attorney
Oasis Homes of WNY LLC

Attachment: SWW-2024-01_TB letter packet_052824 (RES-2024-489 : SWW-2024-01, 924 Klein Road)

RECEIVED
APR 30 2024
TOWN OF AMHERST
PLANNING DEPT.

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 30, 2024

TO: Planning Department

FROM: Doug Gesel Supervising Code Enforcement Officer

RE: Sidewalk waiver SWW-2024-01 @ 924 Klein Rd

☒ Waiver is: ☐ Subdivision is: ☐ ODA is: ☐ CSP is:

☐ Approved as Submitted

☒ Approved with the following conditions or changes:

Will be installed if ordered by the Town Board at a later date.

☐ 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.

☐

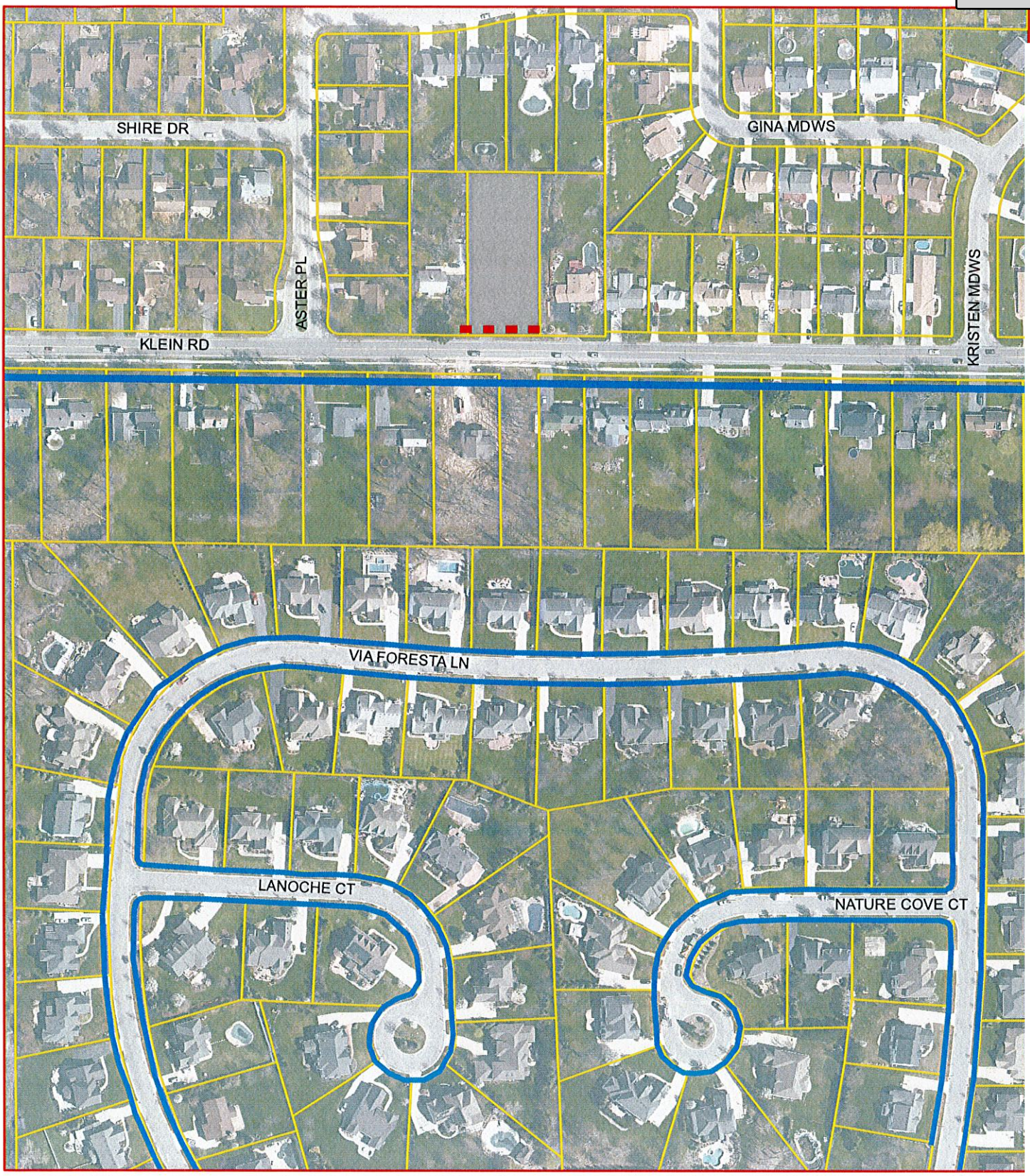
Final approval will come from the Town Board

Doug Gesel

Douglas Gesel

Supervising Code Enforcement Officer
Town of Amherst Building Department

Attachment: SWW-2024-01_TB letter packet_052824 (RES-2024-489 : SWW-2024-01, 924 Klein Road)



SWW-2024-01

Sidewalk Waiver Request
Property Loacted at 924 Klein Road

Oasis Homes of WNY LLC, Petitioner

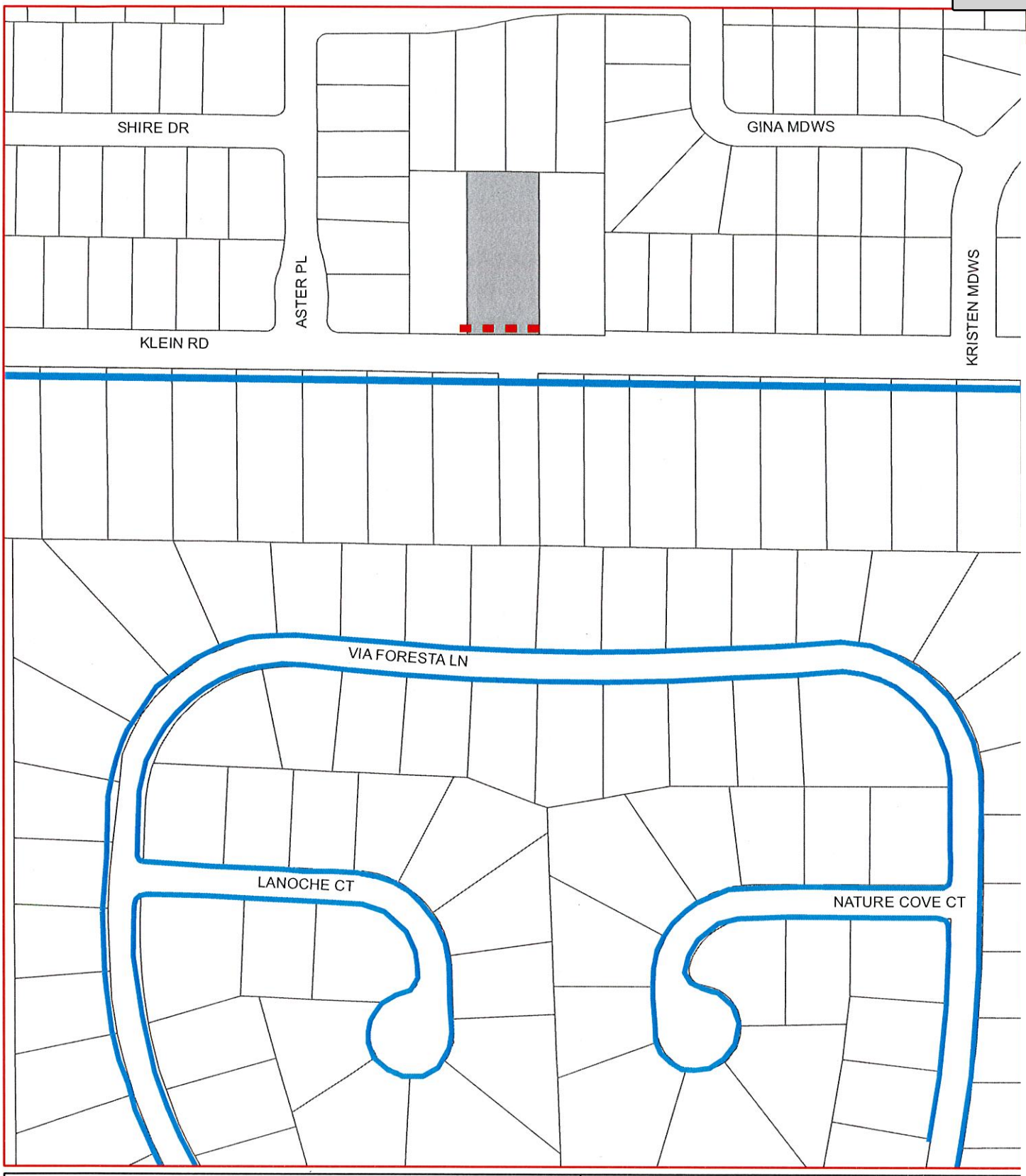
May 2024

924 Klein Road

Requested Sidewalk Installation

Existing Public Sidewalk

Attachment: SWW-2024-01_TB letter packet_052824 (RES-2024-489 : SWW-2024-01, 924 Klein Road)



SWW-2024-01

Sidewalk Waiver Request
Property Loacted at 924 Klein Road

Oasis Homes of WNY LLC, Petitioner

May 2024

924 Klein Road

Requested Sidewalk Installation

Existing Public Sidewalk

Attachment: SWW-2024-01_TB letter packet_052824 (RES-2024-489 : SWW-2024-01, 924 Klein Road)

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 29043 **RESOLUTION 2024-490** **ADOPTED**

Authorization for the Supervisor to Sign the Collaboration Agreement to Complete an Analysis of Impediments to Fair Housing Choice CRS #4833

WHEREAS, the TOWN OF AMHERST receives Community Development Block Grant and HOME Investment Partnership Program funding from the U.S. Department of Housing and Urban Development (HUD); and,

WHEREAS, in the receipt of HUD funding, the Town is subject to the affirmatively furthering fair housing requirements found at 24 CFR §5.150 through §5.180 and required to submit an Analysis of Impediments to Fair Housing to HUD as part of the 5-Year Consolidated Plan; and,

WHEREAS, the Town as a member of the Amherst-Cheektowaga-Tonawanda (A-C-T) HOME Consortium wishes to collaborate with Erie County, the City of Buffalo, and the Towns of Hamburg, Cheektowaga, and Tonawanda to complete and submit the Analysis of Impediments to Fair Housing; and,

WHEREAS, Erie County has been designated lead agency among the City and the Towns; and,

WHEREAS, The Harrison Studio AI proposal was selected by the County, City and Towns in response to Erie County's Request for Proposals process; and

WHEREAS, such collaboration requires the Town to designate a representative to serve on the advisory committee on the Town's behalf;

NOW, THEREFORE, be it resolved that the Amherst Town Board authorizes the Supervisor, subject to successful completion of the contract routing process, to sign the Collaboration Agreement for the completion of the Analysis of Impediments to Fair Housing, with Amherst's share not to exceed the total amount of $6,244 and designates the Town's Community Development staff to serve on the AI Advisory Committee as the Town's representative.

5/28/2024
Consent

FINANCIAL IMPACT:

Adoption of the proposed resolution involves the use of HOME funds from N21-54 4003 and will have no impact on the Town Budget or tax rate.

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

Amherst

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

Brian J. Kulp
Supervisor
Daniel C. Howard, P
Planning Direc
Daniel J. Ulatowski, P
Assistant Planning Director

May 21, 2024

Agenda of May 28, 2024

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

Subject: Authorization for the Supervisor to sign the Collaboration Agreement to complete an Analysis of Impediments to Fair Housing Choice.

Honorable Members:

The Department of Housing and Urban Development's (HUD) 2021 Interim Final Rule: "Restoring Affirmatively Furthering Fair Housing (AFFH) Definitions and Certifications" requires the Town to complete an "Analysis of Impediments to Fair Housing Choice (AI)" to help communities understand and identify local barriers to fair housing choice. The AI is a pre-requisite component of the Five-Year Consolidated Plan for Amherst's Community Development Block Grant (CDBG) and HOME Investment Partnership Program.

The Buffalo HUD Office has asked that the WNY entitlement communities complete the AI in a collaborative effort in order to address impediments to fair housing regionally and provide for administrative cost-sharing.

The AI planning process will be led by Erie County, with Town Staff serving on the AI Advisory Committee. The Harrison Studio has been awarded the contract in the amount of $74,930.00 to complete the Analysis of Impediments to Fair Housing. Amherst's share of the contract is $6,244.00

Attached is a copy of the Collaboration Agreement between the Amherst-Tonawanda-Cheektowaga (ACT) HOME Consortium, Town of Hamburg, City of Buffalo and Erie County and the Harrison Studio. We are asking that the Town Board authorize the Supervisor to sign the Agreement, and designate the Town's Community Development staff to serve on the AI Advisory Committee representing the Town.

Very truly yours,

Daniel J. Ulatowski, AICP
Assistant Planning Director

Att.

X:\COMMUNITY DEVELOPMENT\NEW STRUCTURE\ANALYSIS OF IMPEDIMENTS AI\2024 CONTRACT\TB_LETTER_AI_CONTRACT_5.28.24.DOCX

Attachment: tb letter-05222024102656 (RES-2024-490 : Authorize the Supervisor to Sign the Agreement for an Analysis of Impediments Study

COMMUNITY DEVELOPMENT BLOCK GRANT

AGREEMENT BETWEEN
THE COUNTY OF ERIE
AND
THE CITY OF BUFFALO,
THE TOWNS OF
AMHERST, CHEEKTOWAGA, TONAWANDA AND HAMBURG
FOR
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

THIS AGREEMENT, entered into this _____ day of _____, 2024, by and between the COUNTY OF ERIE, a municipal corporation organized under the laws of the State of New York maintain its offices at 95 Franklin Street, Buffalo, New York 14202, (hereinafter referred to as the "County"), the **CITY OF BUFFALO**, A municipal corporation of the State of New York, with principal offices located at 920 City Hall, Buffalo, New York 14202, 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, the **TOWN OF CHEEKTOWAGA**, a municipal corporation of the State of New York, with principal offices located at 3301 Broadway Avenue, Cheektowaga, New York 14227, the **TOWN OF TONAWANDA**, a municipal corporation of the State of New York, with principal offices located at 2919 Delaware Avenue, Kenmore, New York 14217, and the **TOWN OF HAMBURG**, a municipal corporation of the State of New York, with principal offices located as 6100 South Park Avenue, Hamburg, New York 14075, (all municipal corporations hereinafter referred to as "Grantees").

W I T N E S S E T H:

WHEREAS, Erie County, the City of Buffalo and the Towns of Amherst, Cheektowaga, Tonawanda and Hamburg are desirous of preparing an Analysis of Impediments to Fair Housing Choice within the Community Development Block Grant (CDBG) entitlement communities therein; and

WHEREAS, said Analysis will be consistent with the guidelines established by the federal Department of Housing and Urban Development; and

WHEREAS, the Erie County Department of Environment and Planning has been designated as the lead coordinating agency for preparation of said Analysis; and

WHEREAS, on June __, 2024 the Erie County Legislature approved a Resolution authorizing an agreement with The Harrison Studio to complete said Analysis; and

WHEREAS, the Analysis will be completed with a budget not to exceed $74,930 allocated from the following funding sources: $10,733-Erie County; $8,000-Town of Hamburg CDBG Federal Funds; $37,465-City of Buffalo CDBG Federal Funds; $6,244-Town of Amherst HOME Federal Funds; $6,244 Town of Cheektowaga CDBG Federal Funds; $6,244-Town of Tonawanda CDBG Federal Funds; and

Attachment: AI Agreement revisions as of 5-16-2024 (RES-2024-490 : Authorize the Supervisor to Sign the Agreement for an Analysis of

Attachment: AI Agreement revisions as of 5-16-2024 (RES-2024-490 : Authorize the Supervisor to Sign the Agreement for an Analysis of

NOW THEREFORE, the County the City of Buffalo and the Towns of Amherst, Cheektowaga, Tonawanda and Hamburg agree as follows:

ARTICLE I: COUNTY RESPONSIBILITIES:

A. The County shall coordinate completion of the Analysis as generally outlined on Attachment A to this Agreement and in accord with the Project Budget as defined on Attachment B to this Agreement.

B. The County shall include representatives from the City of Buffalo and Towns of Amherst, Cheektowaga, Tonawanda and Hamburg on any and all advisory committees established for study purposes and shall forward for comment appropriate milestone reports.

C. The County shall assume all responsibility for the fiscal control and administration of the Analysis, including any compliance and audit reports to the United States Department of Housing and Urban Development.

ARTICLE II: CITY OF BUFFALO AND TOWNS OF AMHERST, CHEEKTOWAGA, TONAWANDA AND HAMBURG- RESPONSIBILITIES:

A. The City and Towns agree to make available to the County a sum not to exceed the following:

$10,733	Erie County CDBG Federal Funds
$8,000	Town of Hamburg CDBG Federal Funds
$37,465	City of Buffalo CDBG Federal Funds
$6,244	Town of Amherst HOME Federal Funds
$6,244	Town of Cheektowaga CDBG Federal Funds
$6,244	Town of Tonawanda CDBG Federal Funds
$74,930	TOTAL

B. Within 30 days of receipt of the County invoice the City and Towns shall issue payment to the County for the amount noted.

C. The City and Towns agree to assist the County in administering all technical aspects of the Analysis including meeting attendance, data gathering, and timely review of draft documents.

ARTICLE III: COMMUNICATION:

A. Communication by the County to the City and Towns shall be made as follows:

City of Buffalo
Maria Melchiorre
HUD Grants Program Manager
916 City Hall, Buffalo, New York 14202

Town of Amherst
Laurie Stillwell
Community Development Director
5583 Main Street, Williamsville, New York 14221

Town of Cheektowaga
Rachel Straker
Director of Community Development
275 Alexander Avenue, Cheektowaga, New York 14211

Town of Tonawanda
Kailee Van Brunt
Community Development Coordinator
169 Sheridan-Parkside Drive, Tonawanda, New York 14150

Town of Hamburg
Director of Community Development
Christopher Hull
6100 South Park Avenue, Hamburg, New York 14075

Attachment: AI Agreement revisions as of 5-16-2024 (RES-2024-490 : Authorize the Supervisor to Sign the Agreement for an Analysis of

The City and Towns reserve the right to designate additional individuals to receive notice pursuant to this provision.

B. Communication by the City and Towns to the County shall be made as follows:

Daniel R. Castle
Commissioner
Erie County Department of Environment and Planning
Edward A. Rath County Office Building
95 Franklin Street, Room 1012
Buffalo, New York 14202

The County reserves the right to designate additional individuals to receive notice pursuant to this provision.

ARTICLE IV: TERMINATION:

The County shall have the right to postpone, suspend, abandon, or terminate this Agreement, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the County shall deliver to the City and Towns all data, reports, plans or other documentation relate to the performance of this Agreement. In any of these events, the County shall make settlement with the City and Towns upon an equitable basis as determined by the City and Towns which shall fix the value of the work which was performed by the County prior to the postponement, suspension, abandonment of termination of this Agreement.

ARTICLE V: MISCELLANEOUS:

A. The County shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or its right, title or interest herein, nor the power to execute the same or execute an extension of this Agreement to any other person, company or corporation without the previous consent in writing of the City and Towns.

B. The County agrees to comply with all applicable laws, rules and regulations of the United States of America, State of New York and of the County of Erie, and more particularly, the labor laws and laws against discrimination.

C. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

D. The County shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Agreement for a period of six (6) years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The State Comptroller, Attorney General, or any other person or entity authorized to conduct an examination by the City and Towns, as well as the agency or agencies involved in this Agreement, shall have access to such books, records, accounts and other evidential material during the Agreement term, extensions thereof and said six (6) year period thereafter for

Attachment: AI Agreement revisions as of 5-16-2024 (RES-2024-490 : Authorize the Supervisor to Sign the Agreement for an Analysis of

the purposes of inspection, auditing and copying.

E. The Agreement shall be deemed executory only to the extent of moneys available and appropriated by the County for the performance of the terms hereof, and no liability on account thereof shall be incurred by the County beyond such moneys. Funds provided pursuant to this Agreement shall not be used for any purpose prohibited by law.

F. No modifications, amendments or changes to the Agreement shall be valid unless the same is in writing and signed by all parties.

G. Except as otherwise specifically provided herein, this Agreement contains the entire agreement between the parties relating to its subject matter, and all prior or contemporaneous agreements, understanding and statements, oral or written, are merged herein.

H. The County, City and Towns and their respective employees are not and shall not be considered as joint venturers, employees, partners or gents of each other and neither shall have the power to bind or obligate the other except as set forth in this Agreement. There shall be no liability on the part of the County, City of Towns to any person for any debts incurred by the other.

I. The provisions of this Agreement shall be severable, and if any clause, sentence, paragraph, provision or other part hereof shall be adjusted by a court of competent jurisdiction to be invalid, such judgement shall not affect, impair or invalidate the remainder hereof, which remainder shall continue in fully force and effect.

J. In the event of breach of default by either the County, City or Towns of any of the terms and conditions of this Agreement, the affected party may terminate this Agreement on ten (10) days written notice to the other party and request such other remedy as may be reasonable and appropriate in view of the circumstances of such breach or default.

K. The County agrees to acknowledge in any and all promotional material relating to the Analysis of Impediments to Fair Housing Choice the fact that the County received financial support from the City and Towns in undertaking said Analysis.

Attachment: AI Agreement revisions as of 5-16-2024 (RES-2024-490 : Authorize the Supervisor to Sign the Agreement for an Analysis of

IN WITNESS WEREOF, the parties hereto have set their hands and seals as of the day and year first written above.

THE HARRISON STUDIO

CHUCK BELL
President

COUNTY OF ERIE

MARK C. POLONCARZ/LISA M. CHIMERA
County Executive/Deputy County Executive

Dated: _____

CITY OF BUFFALO

BYRON W. BROWN
Mayor

Dated: _____

TOWN OF AMHERST

BRIAN J. KULPA
Town Supervisor

Dated: _____

TOWN OF CHEEKTOWAGA

BRIAN M. NOWAK
Town Supervisor

Dated: _____

TOWN OF TONAWANDA

JOSEPH H. EMMINGER
Town Supervisor

Dated: _____

TOWN OF HAMBURG

RANDALL A. HOAK
Town Supervisor

Dated: _____

APPROVED AS TO FORM

RICHARD E. STANTON, ESQ.
Assistant County Attorney
Doc. No.: _____
Dated: _____

APPROVED AS TO CONTENT

DANIEL R. CASTLE, AICP
Commissioner, Erie County Department of Environment and Planning

Attachment: AI Agreement revisions as of 5-16-2024 (RES-2024-490 : Authorize the Supervisor to Sign the Agreement for an Analysis of

SCHEDULE A(1)
SCOPE OF SERVICE

SCOPE OF WORK

Given the scope of work to complete this AI is nearly identical to the 2020 AI we prepared, and given the positive feedback from all grantees on the final AI, we propose to undertake the 2025 AI in the same three-phase approach used in 2020. We recognize that there will be overlap across these phases; however, the Proposed Schedule section below details and visualizes when various activities will occur.

Although Harrison Studios and Chuck Bell are in charge of overall project management and administration of the Consolidated Plans and AI as the firm-in-charge, all AI project management and coordination with grantees and municipalities with be undertaken by Dr. Knight. He is the former Community Planning Coordinator with the Erie County Department of Environment and Planning, where he administered CDBG programs. He is familiar with the relationships and coordination between and among the County, City of Buffalo, and Towns of Amherst, Cheektowaga, Tonawanda, and Hamburg. He is also familiar with IDIS, as is Dr. Weaver. Jason's project management and community planning experience allows him to seamlessly work with all municipal staff on these projects.

Phase One: Project Coordination, Meetings, and Data Collection and Analysis

We intend to initiate this project with a kickoff meeting with staff from all represented communities. The kick off meeting will take place within a month of contract execution, which provides the AI Team an opportunity to begin data collection and develop any questions it might have for all grantees. It is our experience that the data collection phase of projects is often the one where timelines and schedules tend to slip as data we do not have direct access to requires requests be made and data acquisition tends to be a slow process. That often means that we rely on the client to leverage its relationships to attempt to speed up these data requests. Additionally, we will schedule progress meetings with grantees at selected times during the process, as shown on the project schedule. Additionally, we will attend all necessary public meetings and hearings as needed to gather feedback.

Our data collection will be a deep dive into a myriad of data sources relevant to the existing housing market across Erie County. Additionally, we will review and research existing plans and reports in the region as well as local land use plans and zoning ordinances. The following list presents the primary data types and sources we intend to collect, review, analyze, and summarize, broken down as quantitative data and qualitative data (laws, ordinances, plans, reports):

Quantitative Data

- **New York State Office of Real Property Tax Services** – For our projects and research, we constructed and annually update a comprehensive 10-year geodatabase (current version is 2014-2023) of all real estate transactions, both public and private, in Erie County. These data were utilized in the above-referenced housing analysis projects. We will use the data to analyze and characterize the Erie County housing market as a whole, and profile the (sub)markets in Buffalo, Amherst, Cheektowaga, Tonawanda, and Hamburg.
- **U.S. Census Bureau** – We will draw on the US Census Bureau's Decennial Census, American Community Survey, Local Employer Household Dynamics (LEHD), and County Business Patterns (CBP) programs to conduct detailed socio-economic, demographic, and housing analyses and profiles. This includes, but is not limited to: current population, population change, and population projections; poverty, relative both to federal rates and area median income, in terms of both presence and spatial distribution; race and ethnicity (and disparities in income and poverty, etc.); housing stock and vacancy, residential tenure; housing cost and rent burdens; transportation and commuting data and transportation costs; employment trends by industry, earnings, age, and ethnicity; and location affordability.

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- **Home Mortgage Disclosure Act (HMDA) Data Products** – Drawing on past experiences studying patterns of lending activity, and disparities therein, we will obtain and analyze census tract-level HMDA data on the loan opportunities available to prospective home buyers by borrow demographics, socioeconomic status, and geographic context of the proposed purchase area.
- **Environmental Protection Agency (EPA) and Center for Neighborhood Technology (CNT)** – We will draw on the EPA's block group-level SmartLocation and Location Affordability datasets to describe transportation costs and location efficiency across the study areas. These patterns will be analyzed for disparities along demographic and socioeconomic fault lines.
- **EPA and WalkScore ® –** We will obtain and analyze data on the "walkability" of the various neighborhood (specifically, census block groups) across the study area, relative to fair housing opportunities. Knight and Weaver have previously coauthored a peer reviewed study that explored walkable access to amenities in the City of Buffalo. That study revealed several disparities that amount to "fair housing issues" per the definition from above.

Qualitative Data

- **Erie County Fair Housing Law** – Prior to the 2020 AI, Erie County passed a Fair Housing Law. We will review and summarize this law. We will also review any existing municipal fair housing laws. This information will be used to support our analysis and review of fair housing complaints, as outlined below.
- **Local Zoning Ordinances, Laws, and Regulations** – Leveraging the work Dr. Knight has completed on zoning ordinances in Erie County, we will detail the role of zoning and development standards in determining the availability, location, and access to housing.
- **Housing Complaints** – We will evaluate Fair Housing Complaints using data from HUD, National Fair Housing Alliance, and other sources to identify patterns in complaints and other issues that indicate an impediment to housing access.
- **Local Plans and Reports** – We will review current local plans at the municipal levels and regional level to determine what, if any, role they play in affirmatively furthering fair housing. These plans include the One Region Forward plan and its Fair Housing Assessment and Housing and Neighborhoods Strategy; Buffalo Housing Opportunity Strategy, The Racial Equity Divided: Buffalo's Great Opportunity; and our report assessing the two-county housing market.
- **Property appraisals** – Minimally, mapping and spatial analyses of changes in appraised values across the study areas will allow us to determine whether or not appraisals strictly follow market trends or are influenced by inequities in the housing system.
- **Realtors, mortgage brokers, and property managers** – Interviews with key informants will help us to assess where and the extent to which housing intermediaries are present in the landscape of fair housing issues.

Augmenting our comprehensive secondary data collection and analyses, we will contact local organizations such as the Buffalo Urban League, Belmont Housing Resources, HOME, and others to identify additional sources of information that will provide insight into fair housing issues and contributing factors. The 2020 AI will also be reviewed to identify goals that have been achieved, are currently in progress, or remain to be implemented. We will also map data where appropriate and substantive. We recognize the importance of quality data and will take the time to be thorough in our data gathering and analysis process to ensure we have a thorough understanding of conditions in Erie County.

The data analysis conducted in Phase One will be leveraged in Phase Two as part of our public engagement process. We will utilize this information to inform participants of existing and projected housing conditions so they have an understanding of issues and opportunities and can be a meaningful part of the decision-making process.

Phase Two: Community Engagement

We recognize the importance of a meaningful role for the public in the decision-making process and ensuring effective outreach and engagement. We propose to conduct all community engagement in July and August, which strategically allows the project team to have conducted enough data collection and analysis to properly conduct the

Attachment: AI Agreement revisions as of 5-16-2024 (RES-2024-490 : Authorize the Supervisor to Sign the Agreement for an Analysis of

meetings while also leaving ample time to prepare the draft AI report, which we intend to deliver the week of September 30, 2024.

We also want to make it clear to the County, Towns, and City of Buffalo that we have strategically considered the community engagement efforts necessary for both the Consolidated Plans and Analysis of Impediments and developed a community engagement program that address the needs of both projects and does so in a manner that saves costs, promotes efficiency, and will increase overall engagement.

Our community engagement efforts for the AI will be done in two ways. First, we will attend and support the facilitation of four (4) meetings convened by Harrison Studios for the Consolidated Plans. As Harrison needs to address fair housing in these plans, we will work with them to develop and facilitate four meetings that address the role of fair housing for both projects. We will work with grantees to identify the appropriate locations for these meetings and to identify the appropriate stakeholders to invite to attend.

Second, to increase the reach of community engagement, we will develop a detailed and comprehensive online survey and deploy it for a month. This will allow for the widest geographic reach for community engagement.

Our experience on the prior AI was that even though we had scheduled approximately 10 sessions with identified stakeholders, many of the meetings were sparsely attended and information from those session was limited and as more meetings were undertaken, often duplicative. A more focused number of meetings (4) for the AI, coupled with a widely disseminated online survey is likely to have more responses and increase the information gained than a larger number of community meetings. Recently, in Seneca County, we held three community meetings in person in different locations around the County. Total attendance for those meetings was under 50 people. It took considerable time and effort to conduct these meetings. We also deployed an online survey, which the County helped aggressively promote, and we had more than 250 total responses to the survey. In a large geography like Erie County, a combination of in-person meetings and an online survey represents the most cost-efficient and likely successful way to gain feedback from community stakeholders.

Phase Three: Draft and Final AI Report Development

Phase Three is the development of the Analysis of Impediments. We will utilize the data developed in Phase One and the information gathered from the public in Phase Two to develop a detailed report addressing key challenges and opportunities facing Erie County. We will also look to existing data sets, community plans, past consolidated plans, and other relevant sources to inform plan development. The plan be developed in accordance with HUD's Fair Housing Planning Guide and include the data outlined in the RFP, including:

- Introduction and Executive Summary – this addresses the process and methodology of the analysis, project funding, and an identification of housing impediments and actions to address them
- Jurisdictional Background Data – detailed demographic and economic assessment of the communities that includes population characteristics, housing market assessment, employment data, and other information supported by maps as appropriate
- Evaluation of Jurisdiction's Current Fair Housing Legal Status – an analysis of housing complaints and compliance issues, trends and patterns, and a discussion of issues
- Identification of Public and Private Sector Fair Housing Activities – any fair housing enforcement and education activities undertaken by private and public actors in the County
- Identification of Impediments to Fair Housing Choice – a deep dive analysis of policies, regulations, actions, and potential barriers to housing access, an analysis of the housing-employment-transportation linkage, and private activity in the mortgage, realtor, and insurance realms that may influence housing choice
- An Action Plan to address identified impediments to fair housing choice.

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The plan will meet current HUD standards and also be developed to meet expected changes to HUD standar requirements moving forward.

To meet the relatively short timeline, we will begin drafting the document essentially at the beginning of the project. Initial chapters dealing with background information, process, and summary data will be developed in June as we continue to collect data and perform our initial analysis.

As public engagement is underway, we will be writing the chapters addressing public and private sector policies impacting housing based on data collected in Phase One. As we complete the public engagement process, we will incorporate that information into our analysis of impediments to housing choice and recommendations for action.

We will spend late August and September developing the draft plan for submission by the week of September 30, 2024. The draft will be based on our analysis and public engagement and fulfill the requirements outlined above. We will provide time, as shown on the schedule below for thorough review and comment. Further, we will meet with the County and member municipalities upon submission of the draft AI. Throughout the process, we will coordinate with staff to ensure we are including relevant information and addressing the full picture of what is necessary in the final product. We will incorporate all comments and deliver the final AI the week of December 16, 2024.

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Timeline

PROJECT SCHEDULE

Combine Consolidated Plan and Analysis of Fair Housing Impediments Schedule																																		
Tasks	**May**			**June**				**July**					**August**				**September**					**October**				**November**				**December**		
	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	2	9	16
Phase One																																		
Project Coordination and Kickoff Meeting																																		
Data Collection																																		
Data Analysis																																		
Phase 2																																		
Community Meetings Online Survey																																		
Phase 3																																		
Draft AI Report																																		
Draft AI Report under Review																																		
Agency Meetings																																		
Draft Final AI Report																																		
Deliver Final AI Report																																		
Draft ConPlan																																		
Draft ConPlan Report under Review																																		
Agency Meetings																																		
Draft Final Con Plan																																		
Deliver Final ConPlan Report																																		

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SCHEDULE A(2)

PROJECT BUDGET

Analysis of Impediments to Fair Housing Choice
Budget by Task

Task	Hours	Fee
Project Management		
Client Engagement and Meetings, Team Management	128	$12,160
Phase 1 Data Collection and Analysis		
Kickoff Meeting	8	$760
Data Collection and Analysis	298	$28,310
Phase 2 Community Engagement		
Community Meetings and Survey	96	$10,920
Phase 3 AI Development		
Draft AI	188	$17,860
Revised and Final AI	36	$3,420
Non-Personnel Costs		
Travel		$500
Printing/Postage, Meeting Materials, Survey Application		$1,000
TOTAL	**754**	**$74,930**

Team Member	Hours	Rate
Jason Knight, PhD, AICP	272	$95/hr.
Russell Weaver, PhD	272	$95/hr.
Chris Holtkamp, PhD, AICP	150	$95/hr.
Art Hall	60	$125/hr.

$10,733	:	Erie County – CDBG Federal Funds
$8,000	:	Town of Hamburg – CDBG Federal Funds
$37,465	:	City of Buffalo – CDBG Federal Funds
$6,244	:	Town of Amherst – HOME Federal Funds
$6,244	:	Town of Cheektowaga – CDBG Federal Funds
$6,244	:	Town of Tonawanda – CDBG Federal Funds
$74,930		

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SCHEDULE B
STANDARD INSURANCE PROVISIONS

See Following

Attachment: AI Agreement revisions as of 5-16-2024 (RES-2024-490 : Authorize the Supervisor to Sign the Agreement for an Analysis of

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COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

Executive Order #13
Pay Equity Certification on County Contracts

WHEREAS, federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964 and Federal Executive Order 11246 of September 24, 1965 (Equal Employment Opportunity) (together "Federal Equal Pay Law"), requires that men and women in the same workplace be given equal pay for equal work; and

WHEREAS, Section 194 of New York State Labor Law ("NYS Equal Pay Law") prohibits compensating men and women differently for the same work; and

WHEREAS, on average, a full-time working woman in New York State earns just 85 cents for every dollar that a man earns and the pay gap is even greater for African-American and Latina women; and

WHEREAS, females make up nearly fifty-two percent of Erie County's population; and

WHEREAS, women make up nearly half of the U.S. labor force and are a growing number of breadwinners in their families; and

WHEREAS, this pay differential shortchanges women and their families by thousands of dollars a year, and potentially hundreds of thousands of dollars over a lifetime, presenting a lifelong threat to those families' economic security and reducing their earnings through Social Security and other post retirement plans; and

WHEREAS, poverty is recognized as a leading cause of or contributing factor to many social problems, including but not limited to substance abuse, domestic violence, child abuse, improper nutrition, obesity, improper health care and criminal conduct; and

WHEREAS, the impact of pay differentials is exacerbated as workers age, causing underpaid workers to disproportionally rely upon various forms of public support in their retirement years; and

WHEREAS, pay inequity can significantly impact the County, necessitating the provision of various public subsidies for low income residents and leading to the lack of receipt of income by women residents which would be spent in our local economy; and

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WHEREAS, through the enforcement of current state and federal laws that ban unequal pay for equal work, Erie County can help ameliorate the many negative consequences of pay inequality, thereby improving the lives of those who might otherwise be underpaid, strengthening families and protecting children, and reducing the demand for public services, all positively impacting county, state and federal budgets.

NOW, THEREFORE, I MARK C. POLONCARZ, Erie County Executive, by virtue of the authority vested in me by the Erie County Charter § 302, do hereby order as follows:

1. It is ordered that on and after January 1, 2015, all Erie County offices, departments and administrative units, including but not limited to the Division of Purchase, fully implement a requirement in all bids, requests for proposals and other contract solicitations that the contractor submit an Erie County Equal Pay Certification which certifies the contractor's compliance with Federal Equal Pay Law and New York State Equal Pay Law (together, the "Equal Pay Laws"). Such certification shall be required prior to execution of the contract; and it is,

2. Further ordered that such certification shall include a representation by the contractor that it has not been the subject of an adverse finding under the Equal Pay Laws within the previous five years and shall include disclosure of any currently pending claims against the contractor; and it is,

3. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for immediate termination of such a contract; and it is,

4. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for determining a bidder or responder is not qualified to participate in future County contracts; and it is,

5. Further ordered that the Law Department prepare an Erie County Equal Pay Certification for use by Erie County offices, departments and administrative units and assure compliance with this Executive Order in the contract approval process; and it is,

6. Further ordered that the County Division of Equal Employment Opportunity ("EEO") establish a procedure for compliance monitoring and periodic auditing of certification records; and it is,

GIVEN, under my hand and the Privy Seal of the County of Erie in the City of Buffalo this 6th day of November, in the year two thousand fourteen.

COUNTY OF ERIE

BY: _____

MARK C. POLONCARZ
ERIE COUNTY EXECUTIVE

Attachment: AI Agreement revisions as of 5-16-2024 (RES-2024-490 : Authorize the Supervisor to Sign the Agreement for an Analysis of

SCHEDULE C

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

A) OWNER/PARTNERSHIP

STATE OF _____)
COUNTY OF _____) SS:

_____, 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.

Sworn to before me this _____Day of _____, 20__

_____
Notary

B) CORPORATE

STATE OF _____)
COUNTY OF _____) SS:

_____, 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

COUNTY OF ERIE INSURANCE CERTIFCATES

Attachment: AI Agreement revisions as of 5-16-2024 (RES-2024-490 : Authorize the Supervisor to Sign the Agreement for an Analysis of

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
LANLEY LLC 361 DELAWARE AVE BUFFALO NY 14202-1622	PHONE (A/C, No, Ext): 716-849-8618	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : SELECTIVE INS CO OF AMERICA	12572
INSURED	INSURER B :	
H SICHERMAN & COMPANY, INC PO BOX 473 LOCKPORT NY 14095-0473	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	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			8 1768371	1/5/2024	1/5/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 10,000 $ INCLUDED $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			8 1768371	1/5/2024	1/5/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			8 1768371	1/5/2024	1/5/2025	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] 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)

This Certificate of Liability Insurance was created by Selective on behalf of the agent.

CERTIFICATE HOLDER

COUNTY OF ERIE
95 FRANKLIN STREET
Buffalo NY 14202

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

Benjamin Lehman

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/9/2024

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
LAWLEY LLC
361 DELAWARE AVE
BUFFALO NY 14202-1622

CONTACT NAME:
PHONE (A/C, No, Ext): 716-849-8610 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SELECTIVE INS CO OF AMERICA	12572
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
H SICHERMAN & COMPANY INC
5852 FOREST CREEK DR
EAST AMHERST NY 14051-1961

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		WC 7250129	1/5/2024	1/5/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

This Certificate of Liability Insurance was created by Selective on behalf of the agent.

CERTIFICATE HOLDER
COUNTY OF ERIE
95 FRANKLIN STREET
Buffalo NY 14202

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
Benjamin Chase

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Attachment: AI Agreement revisions as of 5-16-2024 (RES-2024-490 : Authorize the Supervisor to Sign the Agreement for an Analysis of

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)

H. SICHERMAN AND CO., INC.
5852 FOREST CREEK DRIVE
EAST AMHERST, NY 14051

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

161541748

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

3a. Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

3b. Policy Number of Entity Listed in Box 1a

LNY810276001

3c. Policy effective period

01/01/2024 to 12/31/2024

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 05-10-2024 By *Elizabeth Tello*
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 553-8074 Name and Title: ELIZABETH TELLO – ASSISTANT DIRECTOR, STATUTORY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be 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.

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TOWN OF AMHERST INSURANCE CERTIFICATES

Attachment: AI Agreement revisions as of 5-16-2024 (RES-2024-490 : Authorize the Supervisor to Sign the Agreement for an Analysis of

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/10/2024

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PRODUCER
Selective Insurance Company of America
P.O. Box 13325
Richmond VA 23225-0325

CONTACT NAME:
PHONE (A/C, No, Ext): (877) 744-3125 FAX (A/C, No): (877) 378-3033
E-MAIL ADDRESS: clientservicecenter@selective.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Selective Ins Co of America	12572
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
H SICHERMAN & COMPANY, INC
PO BOX 473
LOCKPORT NY 14095-0473

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] BUSINESSOWNERS GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	Y		S 1768371	01/05/2024	01/05/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired/Non Owned Autos	$ 1,000,000 $ 500,000 $ 10,000 $ Included $ 3,000,000 $ 3,000,000 $ Included
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			S 1768371	01/05/2024	01/05/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 7250129	01/05/2024	01/05/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

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

Town of Amherst is included as additional insured for General Liability as required by written contract 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 BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: AI Agreement revisions as of 5-16-2024 (RES-2024-490 : Authorize the Supervisor to Sign the Agreement for an Analysis of

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) H SICHERMAN & COMPANY, INC PO BOX 473 LOCKPORT, NY 14095 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 716-689-3041 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 161541748
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 SELECTIVE INSURANCE COMPANY OF AMERICA 3b. Policy Number of Entity Listed in Box "1a" WC7250129 3c. Policy effective period 01/05/2024 to 01/05/2025 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: Crystal Torres
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Crystal Torres 5/15/2024 | 3:26 PM EDT
(Signature) (Date)

Title: Commerical Lines Underwriting Assistant

Telephone Number of authorized representative or licensed agent of insurance carrier: 877-744-3125

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

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Attachment: AI Agreement revisions as of 5-16-2024 (RES-2024-490 : Authorize the Supervisor to Sign the Agreement for an Analysis of

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.

Revised 12.30.19 SJS

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: AI Agreement revisions as of 5-16-2024 (RES-2024-490 : Authorize the Supervisor to Sign the Agreement for an Analysis of

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:

H. Sicherman & Company, Inc.
Print Name of Company

By: _____
Signature

R. Charles Bell
Printed name

Date: May 16, 2024

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

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CITY OF BUFFALO INSURANCE CERTIFICATES

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PRODUCER	CONTACT NAME:	
LANLEY LLC 361 DELAWARE AVE BUFFALO NY 14202-1622	PHONE (A/C, No, Ext): 716-849-8618	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : SELECTIVE INS CO OF AMERICA	12572
INSURED	INSURER B :	
H SICKERMAN & COMPANY, INC PO BOX 473 LOCKPORT NY 14095-0473	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] Business Owners GEN'L AGGREGATE LIMIT APPLIED PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			8 1768371	1/5/2024	1/5/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ INCLUDED $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY			8 1768371	1/5/2024	1/5/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			8 1768371	1/5/2024	1/5/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N / A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] 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)

This Certificate of Liability Insurance was created by Selective on behalf of the agent.

CERTIFICATE HOLDER

CITY OF BUFFALO
65 NIAGARA SQUARE
Buffalo NY 14202

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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CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER	CONTACT NAME:	
LAWLEY LLC 361 DELAWARE AVE BUFFALO NY 14202-1622	PHONE (A/C, No, Ext): 716-849-8618	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : SELECTIVE INS CO OF AMERICA	12572
INSURED H SICKERMAN & COMPANY INC 5852 FOREST CREEK DR EAST AMHERST NY 14051-1961	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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) N / A If yes, describe under DESCRIPTION OF OPERATIONS below			WC 7250129	1/5/2024	1/5/2025	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

This Certificate of Liability Insurance was created by Selective on behalf of the agent.

CERTIFICATE HOLDER

CITY OF BUFFALO
65 NIAGARA SQUARE
Buffalo NY 14202

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

Benjamin Wilson

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Attachment: AI Agreement revisions as of 5-16-2024 (RES-2024-490 : Authorize the Supervisor to Sign the Agreement for an Analysis of

TOWN OF CHEEKTOWAGA INSURANCE CERTIFICATES

Attachment: AI Agreement revisions as of 5-16-2024 (RES-2024-490 : Authorize the Supervisor to Sign the Agreement for an Analysis of

Attachment: AI Agreement revisions as of 5-16-2024 (RES-2024-490 : Authorize the Supervisor to Sign the Agreement for an Analysis of

Town of Cheektowaga
Minimum Insurance Requirements for Vendors Doing Work for the Town

The following minimum limits of Insurance shall be evidenced to the Town by any vendor:

A.	**Workers' Compensation**	New York State Statutory
	Employers Liability	Unlimited in New York
B.	**Commercial General Liability**	
	Including Products Liability, Completed Operations Liability, Bodily Injury, and Property Damage:	$1,000,000 per occurrence $2,000,000 aggregate

1. **Coverage must name the TOWN OF CHEEKTOWAGA, ITS TOWN BOARD, OFFICIALS, EMPLOYEES, AND AGENTS, 3301 BROADWAY, CHEEKTOWAGA, NEW YORK, ARE NAMED AS AN ADDITIONAL INSURED** and said coverage must be shown on theCertificate. This coverage shall also be 'Primary' to any other coverage.
2. Coverage should include Explosion, Collapse and Underground Hazard coverage.
3. Coverage should include a 'Per Project' or 'Per Location' aggregate that is listed on the Certificate.
4. Continued coverage shall remain in force for at least three years following the date of completion of the project.

C.	**Auto Liability** including Owned, Non-owned and Hired Autos	$1,000,000 per accident
D.	**Excess Umbrella Liability** providing excess limits over the General and Auto Liability coverages listed above.	$3,000,000 per occurrence
E.	**Disability Coverage**	New York State Statutory

Instructions for Preparing Certificates:
The original Certificate evidencing the above coverages shall be submitted prior to the commencement of work to the Town Attorney's Office, Town of Cheektowaga, 3301 Broadway, Cheektowaga, New York, 14227. Evidence of renewal coverage must be submitted to the Town by the date of the renewal. Coverage must be written by an Insurance Company with a rating of at least B+ according to Best Key Rating Guide.

Indemnification:
The vendor agrees that it shall indemnify and hold harmless the Town of Cheektowaga to the fullest extent permitted by law for any claim, suits, damages, legal costs and expenses including but not limited to Bodily Injury, Property Damage, Personal Injury, Disease or Death arising out of, caused by or in any way related to the activities of the Vendor.

Name of Vendor: H. Sicherman & Company, Inc.

By: R. Charles Bell

President

Signature and Title

TOWN OF HAMBURG INSURANCE CERTIFICATES

Attachment: AI Agreement revisions as of 5-16-2024 (RES-2024-490 : Authorize the Supervisor to Sign the Agreement for an Analysis of

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
LANLEY LLC 361 DELAWARE AVE BUFFALO NY 14202-1622	PHONE (A/C, No, Ext): 716-849-8618	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: SELECTIVE INS CO OF AMERICA	12572
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
H SICKERMAN & COMPANY, INC
PO BOX 473
LOCKPORT NY 14095-0473

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	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			8 1768371	1/5/2024	1/5/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ INCLUDED $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] HIRED AUTOS ONLY SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY			8 1768371	1/5/2024	1/5/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			8 1768371	1/5/2024	1/5/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
	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)

This Certificate of Liability Insurance was created by Selective on behalf of the agent.

CERTIFICATE HOLDER

TOWN OF HAMBURG
6100 SOUTH PARK AVENUE
Hamburg NY 14075

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

Benjamin Lehman

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Attachment: AI Agreement revisions as of 5-16-2024 (RES-2024-490 : Authorize the Supervisor to Sign the Agreement for an Analysis of

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/16/2024

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PRODUCER	CONTACT NAME:	
LAWLEY LLC 361 DELAWARE AVE BUFFALO NY 14202-1622	PHONE (A/C, No, Ext): 716-849-8618	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
H SICKERMAN & COMPANY INC 5852 FOREST CREEK DR EAST AMHERST NY 14051-1961	INSURER A: SELECTIVE INS CO OF AMERICA	12572
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ N / A If yes, describe under DESCRIPTION OF OPERATIONS below			WC 7250129	1/5/2024	1/5/2025	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

This Certificate of Liability Insurance was created by Selective on behalf of the agent.

CERTIFICATE HOLDER

TOWN OF HAMBURG
6100 SOUTH PARK AVE
Hamburg NY 14075

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

Benjamin Lehman

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Attachment: AI Agreement revisions as of 5-16-2024 (RES-2024-490 : Authorize the Supervisor to Sign the Agreement for an Analysis of

TOWN OF TONAWANDA INSURANCE CERTIFICATES

Attachment: AI Agreement revisions as of 5-16-2024 (RES-2024-490 : Authorize the Supervisor to Sign the Agreement for an Analysis of

TOWN OF TONAWANDA
Insurance Requirements

The Contractor agrees to secure compensation and disability insurance for the benefit of, and keep insured during the life of this Agreement, such employees as are necessary to be insured in compliance with the provisions of the Workers' Compensation Law of the State of New York and the Agreement shall be voided at the election of the Owner and of no effect unless the Contractor complies with this provision.

The following minimum limits of insurance shall be evidenced to the Town by any Contractor during the course of the Agreement, the Contractor shall, at his sole cost, maintain in full force and effect the insurance listed below:

a.	Workers' Compensation Employer's Liability	New York State Statutory Unlimited in New York
b.	Commercial General Liability Including Products Liability	
	Bodily Injury and Property Damage	$1,000,000 per occurrence; $2,000,000 aggregate

1. Coverage must name the **Town of Tonawanda, its Town Board, Officials, Employees and Agents as an Additional Insured** on a primary and non-contributory basis and that coverage must be shown on the Certificate.
2. Coverage should include Explosion, Collapse and Underground Hazard coverage.
3. Cover should include a "Per Project" or "Per Location" endorsement that is listed on the Certificate.
4. Continued coverage shall remain in force for at least three years following the date of completion of the project.

c.	Auto Liability	$1,000,000 per accident
d.	Excess Umbrella Liability Providing Excess limits over the General And Auto Liability coverage listed above	$1,000,000 (or $2,000,000) per occurrence
e.	Disability Coverage	New York State Statutory

The Contractor shall cause the Owner to be furnished with certificates which shall in each instance show the name of the insurance carrier, policy number, effective date and expiration date and shall be signed by an authorized representative of the carrier. Each certificate shall also state that in the event of any material change in or cancellation of said policy, the Owner will receive thirty (30) days' prior written notice of such change or cancellation. Each certificate shall state that any such notice shall be sent to the Town of Tonawanda.

Instructions for Preparing Certificates – The original certificate evidencing the above coverage shall be submitted prior to the commencement of work to the Town of Tonawanda Community Development Office, 169 Sheridan Parkside Drive, Tonawanda, New York 14150. Evidence of renewal coverage must be submitted to the Town of Tonawanda Community Development Office by the date of the renewal. Coverage must be written by insurance company with a rating of at least B+ according to Best Key Rating Guide.

By: _____ President _____ 5/16/24
Signature and Title Date

Attachment: AI Agreement revisions as of 5-16-2024 (RES-2024-490 : Authorize the Supervisor to Sign the Agreement for an Analysis of

Analysis of Impediments to Fair Housing Choice

Ranking by Municipality

4/11/2024

	Enterprise Community Partners, Inc.	Urban Design Ventures LLC	The Harrison Studio
Amherst (reviewer #1)	2	3	1
Cheektowaga (reviewer #2)	1	3	2
Tonawanda (reviewer #3)	2	1	1
Hamburg (reviewer #4)	1	3	2
Erie County (reviewer #5)	2	3	1
Buffalo (reviewer #6)	2	3	1
Average Ranking	**1.67**	**2.67**	**1.33**

Attachment: AI Final Scores by Muni 4-11-24 (RES-2024-490 : Authorize the Supervisor to Sign the Agreement for an Analysis of Impediments

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 29056 **RESOLUTION 2024-491** **ADOPTED**

Permission to Purchase

WHEREAS, the New York State Office of General Services (OGS) issued a Request for Proposals for School and Art Supplies (Statewide) and bids were received on December 6, 2023; and

WHEREAS, the review of these bids is ongoing and new contracts have not yet been issued, and

WHEREAS, the Town of Amherst previously purchased arts & crafts supplies from S & S Worldwide which was on the NYS contract, and

WHEREAS, S & S Worldwide did submit a bid to OGS in December which is currently being reviewed, and

WHEREAS, S & S Worldwide is honoring discounts under the old NYS contract until a new one is issued, and

WHEREAS, the Amherst Youth & Recreation Department is in need of supplies for its summer programs and local suppliers are more expensive than S & S Worldwide and cannot supply the quantities needed,

NOW THEREFORE BE IT RESOLVED that the Amherst Town Board authorizes the Youth & Recreation Department to purchase supplies from S & S Worldwide until such time as the new NYS contracts are issued.

5/28/2024
Consent

FINANCIAL IMPACT:

Various accounts, amount TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 29015 **RESOLUTION 2024-492** **ADOPTED**

User Agreement (WNY PRISM) - CRS #4775

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and The Research Foundation for SUNY/Buffalo State to offer the free WNY PRISM Boat Stewarding Program at Veterans Canal Park from May 24 through September 2, 2024.

5/28/2024
Consent

FINANCIAL IMPACT:

None

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

USER AGREEMENT

This Agreement, by and between the Town of Amherst (TOWN), located at 5583 Main Street, Williamsville, NY 14221 and the Research Foundation for SUNY / Buffalo State on behalf of WNY PRISM (WNY PRISM), located at Great Lakes Center SAM 319, 1300 Elmwood Avenue, Buffalo, NY 14222 is as follows:

The TOWN hereby grants permission for WNY PRISM to offer its free Boat Stewarding Program at Veterans Canal Park:

Dates: Thursdays thru Sundays and Holidays, May 24 - September 2, 2024
Time: 7:00am-5:30pm

WNY PRISM hereby agrees to indemnify and hold the TOWN harmless from any and all bodily injury or property damage claims or incidents that are a direct result of WNY PRISM's use of the TOWN property.

WNY PRISM is required to sign and adhere to the terms and conditions of the addendum to contract attached hereto and made a part hereof.

Town of Amherst

By: _____
Brian J. Kulpa
Supervisor

Date: _____

The Research Foundation for SUNY /
Buffalo State on behalf of WNY PRISM

By: _____
Mark Abbey
Associate Director

Date: 4/9/2024

Attachment: WNY PRISM (RES-2024-492 : User Agreement (WNY PRISM) - CRS #4775)

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. Both parties agree, to the fullest extent permitted by law, to indemnify, hold harmless and defend the indemnified parties and its directors, officers, employees, consultants, agents and representatives against all claims, including claims of third parties, causes of action, damages, losses or expenses, including without limitation attorneys' fees, arising out of or resulting from this Agreement or any action arising hereunder; provided, the indemnified party's actions are not based upon negligence or willful misconduct.

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: WNY PRISM (RES-2024-492 : User Agreement (WNY PRISM) - CRS #4775)

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. 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.

8. 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 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.

Attachment: WNY PRISM (RES-2024-492 : User Agreement (WNY PRISM) - CRS #4775)

9. 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:

Research Foundation for SUNY / Buffalo State

By: _____
Mark Abbey
Associate Director

Date: 4/9/2024

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: WNY PRISM (RES-2024-492 : User Agreement (WNY PRISM) - CRS #4775)

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: The Research Foundation for SUNY

Signature:

Print Name: Mark P. Abbey

Title: Associate Director, Sponsored Programs Services

Date: 4/9/2024

Sworn To Before Me This

9 Day of April, 2024

Notary Public

NANCY MINNICH
Notary Public State of New York
Qualified in Albany County
Reg. No. 01MI6364642
Commission Expires September 18, 2025

Revised 4.2017

Attachment: WNY PRISM (RES-2024-492 : User Agreement (WNY PRISM) - CRS #4775)

Client#: 19172 RESEAFOU

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/03/2023

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: Donna Sharpe	
Amsure 12 Computer Drive West PO Box 15044 Albany, NY 12212-5044	PHONE (A/C, No, Ext): 518 458-1800	FAX (A/C, No): 518 458-8390
	E-MAIL ADDRESS: dsharpe@amsureins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Chubb Custom Insurance Company	38989
INSURED The Research Foundation for The State University of New York 35 State Street, PO Box 9 Albany, NY 12201	INSURER B : ACE American Insurance Company	22667
	INSURER C : Federal Insurance Company	20281
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			36081431	07/01/2023	07/01/2024	EACH OCCURRENCE	$2,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
							MED EXP (Any one person)	$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$5,000,000
							Prod/CO-occu	$5,000,000
C	AUTOMOBILE LIABILITY			73507405	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			71644923	07/01/2023	07/01/2024	☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Excess Premises Operations General Liability			93639165 claims made	07/01/2023	07/01/2024	$3,000,000 each claim $3,000,000 aggregate (excess of #36081431)	

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

COI #3029 (23/24) RF #160-1149162-4-82453 S/C #C010338 Administering WNY Prism Project 2019-2023
The Town of Amherst is named as an additional insured on a primary/noncontributory basis regarding general liability when required by written contract and executed prior to a loss.
PI: Dr. Christopher Pennuto

CERTIFICATE HOLDER

Town of Amherst
Attn: Mary-Diana Pouli
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

Mary Alonge (MA)

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JLP

Attachment: WNY PRISM (RES-2024-492 : User Agreement (WNY PRISM) - CRS #4775)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) The Research Foundation for The State University of New York 35 State Street, PO Box 9 Albany, NY 12201 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 (518)434-7045 1c. NYS Unemployment Insurance Employer Registration Number of Insured 04-54705 1d. Federal Employer Identification Number of Insured or Social Security Number 14-1368361
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst Attn: Mary-Diana Pouli 5583 Main Street Williamsville, NY 14221 Blanket COI #3030	3a. Name of Insurance Carrier ACE American Insurance Co. 3b. Policy Number of Entity Listed in Box "1a" 71644923 3c. Policy effective period 7/01/2023 to 7/01/2024 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: Guy Alonge, III
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 6/26/2023
(Signature) (Date)

Title: President - Amsure, Albany Division

Telephone Number of authorized representative or licensed agent of insurance carrier: (518)458-1800

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: WNY PRISM (RES-2024-492 : User Agreement (WNY PRISM) - CRS #4775)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
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)
The Research Foundation for the State University of New York
35 State Street
Albany, NY 12207

1b. Business Telephone Number of Insured
518-434-7132

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1c. Federal Employer Identification Number of Insured or Social Security Number
141-36-8361

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
Attn: Mary-Diana Pouli
5583 Main Street
Williamsville, NY 14221
Blanket COI#3030

3a. Name of Insurance Carrier
The Standard Life Insurance Company of New York
333 Westchester Avenue, West Building, Suite 300
White Plains, New York 10604

3b. Policy Number of Entity Listed in Box "1a"
762055

3c. Policy effective period
01/01/2024 to **01/01/2027**

4. Policy provides the following benefits:
- [x] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed **01/04/2024** By *Stephanie Mayeux*
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number **(971) 321-7520** Name and Title **Stephanie Mayeux, Client Manager National Accounts**

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)
SNY 13206

DB-120.1 12-21

Attachment: WNY PRISM (RES-2024-492 : User Agreement (WNY PRISM) - CRS #4775)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box "1a" for disability and/or Paid Family Leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance 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 my be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a 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.

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: WNY PRISM (RES-2024-492 : User Agreement (WNY PRISM) - CRS #4775)

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 29018 **RESOLUTION 2024-493** **ADOPTED**

User Agreement (Fitness in the Parks) - CRS #4798

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the YMCA Buffalo Niagara for use of Bassett Park for 2024 Fitness in the Park classes.

5/28/2024
Consent

FINANCIAL IMPACT:

None

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

USER AGREEMENT

This Agreement, by and between the Town of Amherst (TOWN) and YMCA Buffalo Niagara, is as follows:

The TOWN hereby grants permission for YMCA Buffalo Niagara to offer free fitness classes at Bassett Park as part of its Fitness in the Parks program with Independent Health:

Dates: Tuesdays and Fridays, June 3-August 29, 2024
Time: 6:00-7:00pm

YMCA Buffalo Niagara hereby agrees to indemnify and hold the TOWN harmless from any and all bodily injury or property damage claims or incidents that are a direct result of YMCA Buffalo Niagara's use of the TOWN property.

YMCA Buffalo Niagara is required to sign and adhere to the terms and conditions of the addendum to contract attached hereto and made a part hereof.

Town of Amherst

By: _____
Brian J. Kulpa
Supervisor

Date: _____

YMCA Buffalo Niagara

By: John T Ehrbar
Signature

John T. Ehrbar
Printed Name

President / CEO
Title

Date: 4/19/24

Attachment: YMCA Buffalo Niagara (RES-2024-493 : User Agreement (Fitness in the Parks) - CRS #4798)

YMCABUF-01 LKONTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/24/2024

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
Walsh Duffield Companies, Inc.
801 Main St.
Buffalo, NY 14203

CONTACT NAME: Leslie A. Konter, CIC
PHONE (A/C, No, Ext): (716) 362-7309 FAX (A/C, No): (716) 847-1360
E-MAIL ADDRESS: lkonter@walshduffield.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins Co	18058
INSURER B : Security National Insurance Co	19879
INSURER C : Guardian	64246
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Young Men's Christian Association Buffalo Niagara
dba YMCA Buffalo Niagara
301 Cayuga Road, Suite 100
Buffalo, NY 14225

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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		PHPK2630432	12/1/2023	12/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Abuse $1M/$3M						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:						Professional	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			PHPK2630432	12/1/2023	12/1/2024	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			PHUB891585	12/1/2023	12/1/2024	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A		SWC1472782	12/1/2023	12/1/2024	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	NYS Disability			974131-001	1/1/2024	12/31/2024	Statutory	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Amherst is additional insured under General Liability, on a primary and non-contributory basis, per blanket additional insured PI-GLD-HS NY 10/11 and PI-GL-005 07/12, to the extent provided therein, if required by signed written contract, with respect to "Fitness in the Parks" held at Bassett Park, 359 Klein Road, Amherst, NY (group exercise classes) from 6/3/24 to 8/29/24.

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
Edward F. Walsh Jr.

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Attachment: YMCA Buffalo Niagara (RES-2024-493 : User Agreement (Fitness in the Parks) - CRS #4798)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) **Young Men's Christian Association Buffalo Niagara** **dba YMCA Buffalo Niagara** **301 Cayuga Road, Suite 100** **Buffalo, NY 14225** 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) 565-6000** 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 16-0743231
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 **Security National Insurance Co** 3b. Policy Number of Entity Listed in Box "1a" **SWC1472782** 3c. Policy effective period 12/1/2023 to 12/1/2024 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: Edward F. Walsh, Jr.
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Edward F Walsh Jr 4/24/2024
(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 (9-17)

Attachment: YMCA Buffalo Niagara (RES-2024-493 : User Agreement (Fitness in the Parks) - CRS #4798)

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: YMCA Buffalo Niagara (RES-2024-493 : User Agreement (Fitness in the Parks) - CRS #4798)

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) YMCA BUFFALO NIAGARA 301 CAYUGA ROAD SUITE 100 BUFFALO, NY 14425 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 716-565-6000 1c. Federal Employer Identification Number of Insured or Social Security Number 16 0743231
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Amherst, NY 14221	3a. Name of Insurance Carrier **The Guardian Life Insurance Company of America** 3b. Policy Number of Entity Listed in Box 1a 00974131 0000 3c. Policy Effective Period 01/1/2024 to 01/01/2025

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 04/25/2024 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: YMCA Buffalo Niagara (RES-2024-493 : User Agreement (Fitness in the Parks) - CRS #4798)

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: YMCA Buffalo Niagara (RES-2024-493 : User Agreement (Fitness in the Parks) - CRS #4798)

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 29019 **RESOLUTION 2024-494** **ADOPTED**

Grant Disbursement Agreement (Dellwood) - CRS #4732

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the Dormitory Authority of the State of New York (DASNY) for a grant for improvements to Dellwood Park.

5/28/2024
Consent

FINANCIAL IMPACT:

KP 2334.03826: -$400,000.00 (revenue); KP 2334.4971: $75,000.00; KP 2334.4972: $285,000.00

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

DocuSign Envelope ID: 1619EC3A-4A36-47B6-9E5E-A77691ABC01D

This **GRANT DISBURSEMENT AGREEMENT** includes all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the project described below:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK ("DASNY"):	515 Broadway Albany, New York 12207 Contact: Karen Hunter Phone: (518) 257-3177 E-mail: grants@dasny.org
THE GRANTEE:	Town of Amherst 5583 Main Street Williamsville, New York 14221 Contact: Emily Melski Phone: 7166317067 Email: emelski@amherst.ny.us
THE PROJECT:	Improvements to Dellwood Park
PROJECT LOCATION(S):	**ADDRESS:**
Dellwood Park	100 Dellwood Road, Amherst, 14228
GRANT AMOUNT:	$400,000.00
FUNDING SOURCE:	State and Municipalities("SAM")

For Office Use Only:

PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET DATE: 5/11/2020

EXPIRATION DATE OF THIS AGREEMENT: 3 YEARS FROM DASNY EXECUTION DATE

Project ID: 15776
GranteeID: 918
FMS#: 135201

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

DocuSign Envelope ID: 1619EC3A-4A36-47B6-9E5E-A77691ABC01D

TERMS AND CONDITIONS

1. The Project

The Grantee will perform tasks within the scope of the project description, budget, and timeline as set forth in the Project Budget attached hereto as Exhibit A (collectively, the "Project") which was described by the Grantee in the Preliminary Application or Project Information Sheet submitted by the Grantee, then reviewed by DASNY and approved by the State.

2. Project Budget and Use of Funds

a) The Grantee will undertake and complete the Project in accordance with the overall budget, which includes the Grant funds, as set forth in the attached Exhibit A. The Grant will be applied to eligible expenses which are as described in the Preliminary Application or Project Information Sheet, and fall within the scope of the project description set forth in the attached Exhibit A.

b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:

i. the acquisition, construction, demolition, or replacement of a fixed asset or assets;

ii. the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or

iii. the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.

c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

a) DASNY has received the project description, budget, and timeline as set forth in the attached Exhibit A, and an opinion of Grantee's counsel, in substantially the form attached hereto as Exhibit B; and

b) The requirements of the SAM Program have been met; and

c) The monies required to fund the Grant have been received by DASNY; and

d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). The Segregated Account must have industry-standard fraud protections added to the account, including but not limited to, check positive pay and ACH positive pay. Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.

e) The Grantee certifies that it is in compliance with the provisions of the SAM Program as well as this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.

f) Not-for-profit organizations are required to register and prequalify on the New York State Grants Gateway (https://grantsmanagement.ny.gov/) in order to receive Grant funds. The Grantee's Document Vault must be in prequalification status prior to any disbursements of the grant funds.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of:

i. the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;

ii. copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and

iii. such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

b) Payment on Invoice:

i. DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of:

1) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;

2) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and

3) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.

ii. The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph 5(b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.

iii. The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.

iv. Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.

v. DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

c) Real Property Acquisition:

i. Prior to closing on the sale of the subject real property, DASNY shall be provided with an executed Escrow Instruction Letter, signed by DASNY and an escrow agent approved by DASNY, a title report, the draft deed and any other documents requested by DASNY to justify and support the costs to be paid at the closing from Grant funds.

ii. DASNY shall transfer the Grant funds to the escrow agent to hold in escrow pending closing. The Grant funds will be wired to the escrow agent not more than one (1) business day prior to the scheduled closing unless otherwise approved by DASNY.

iii. On the day of the closing, the escrow agent shall provide DASNY with copies of the executed deed, a copy of the title insurance policy, the final closing

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

statement setting forth costs to be paid at closing, and copies of any checks to be drawn against Grant funds.

iv. Upon DASNY approval, the escrow agent shall disburse the Grant funds as set forth in the documentation described in (iii), above.

d) Electronic Payments Program: DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.

e) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.

f) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non-Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify, defend, and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

a) The Grant shall be used solely for Eligible Expenses in accordance with the Terms and Conditions of this Agreement.

b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.

c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the SAM Program.

d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.

e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.

f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.

g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.

h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.

i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes vehicle purchase(s), removable equipment, or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, the Grantee has or will develop, implement, and maintain an inventory system for tracking such items, as well as has or will develop, implement, and maintain a usage policy.

j) In the event the Grantee will utilize the Grant funds to acquire real property, the Grantee must retain title ownership to the real property. If at any time during the term of this Agreement the real property is repurchased by the Seller or otherwise conveyed to any entity other than the Grantee, the Grantee will notify DASNY within 10 business days from the date the contract of sale is executed OR within 10 business days from the date the Grantee initiates or is notified of the intent to transfer ownership of the real property, whichever is earlier. In that event, Grantee hereby agrees to repay to DASNY all Grant funds disbursed pursuant to this Agreement.

k) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

l) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's document vault on the New York State Grants Reform Gateway (https://grantsmanagement.ny.gov/).

m) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.

n) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.

o) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.

p) The Grant shall not be used in any manner for any of the following purposes:

i. political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;

ii. religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;

iii. payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest-bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

iv. payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.

q) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

r) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.

s) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's document vault in the New York State's Grants Reform Gateway completed by the Grantee in connection with the Project and the Grant, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.

t) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;

u) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

v) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

a) Each of the following shall constitute a default by the Grantee under this Agreement:

i. Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.

ii. Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.

iii. The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.

iv. The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.

v. An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.

vi. The Grantee abandons the Project prior to its completion.

vii. The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

viii. Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.

b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.

c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

12. Survival of Provisions

The provisions of Sections 3, 7, 8(o), 8(p) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the SAM Program to DASNY.

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

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Town of Amherst
Improvements to Dellwood Park
Project ID: 15776

This agreement is entered into as of the latest date written below:

GRANTEE: **Town of Amherst**

(**Signature of Grantee Authorized Officer**)

Brian Kulpa Town Supervisor

(Printed Name and Title)

Date:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

(**Signature of DASNY Authorized Officer**)

(Printed Name)

Date:

DASNY OFFICE USE ONLY	
GRANTS ADMIN REVIEW	**FINAL LEGAL REVIEW**
APPROVED FOR LEGAL REVIEW:	APPROVED FOR SIGNATURE:
DATE:	DATE:

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

GRANT DISBURSEMENT AGREEMENT

EXHIBITS

EXHIBIT A	Project Budget
EXHIBIT B	Opinion of Counsel
EXHIBIT C	Grantee Questionnaire
EXHIBIT D	Disbursement Terms
EXHIBIT E	Payment Requisition Form and Dual Certification
EXHIBIT E-1	Payment Requisition Cover Letter
EXHIBIT E-2	Payment Requisition Back-up Summary
EXHIBIT F	Non-Discrimination and Affirmative Action Policy

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

EXHIBIT A: Project Budget

Town of Amherst
Improvements to Dellwood Park
Project ID: 15776

USE OF FUNDS	TIMELINE		SOURCES			
	Anticipated Dates**		DASNY Share	In-Kind / Equity /Sponsor	Other Sources	Total
Project Description*	*Start*	*End*	*Amount*	*Amount*	*Amount*	
Improvements to Dellwood Park	04/01/2024	03/31/2027	$400,000.00	$360,000.00	$0.00	$760,000.00

* Please note that the project description as set forth in this column must summarize the scope of the Eligible Expenses set forth in the Preliminary Application or Project Information Sheet as per Section 2(a) of this Agreement for which reimbursement or payment on invoice will be sought. Please ensure that the project description is an appropriate summary of the Eligible Expenses for which grantee will be submitting for requisition. The failure to ensure **all** Eligible Expenses are consistent with the project description may delay payment.

** Please be sure to complete the anticipated start and end dates in the Project timeline.

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant

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EXHIBIT B: Opinion of Counsel

DASNY
General Counsel
515 Broadway
Albany, New York 12207

Re: State and Municipalities ("SAM") Grant
Improvements to Dellwood Park
Project ID: 15776

Ladies and Gentlemen:

I have acted as counsel to Town of Amherst (the "Grantee") in connection with the Project referenced above. In so acting, I have reviewed a certain Grant Disbursement Agreement between you and the Grantee (the "Agreement") and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. the Grantee is duly organized, validly existing and in good standing under the laws of the State of New York; **or**

the Grantee is duly organized and validly existing under the laws of another jurisdiction, and the Grantee is in good standing and authorized to do business in the State of New York;

2. the Grantee has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; **and**

3. the Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

By selecting this option and providing my electronic signature, I hereby execute and deliver a validly binding legal opinion in the form of this Exhibit B, just the same as a pen-and-paper signature on a separate document.

Approved – Legal Opinion attached

***Instructions – Grantee's Attorney will choose appropriate response. If **"Approved as to form"** is checked, the Attorney will DocuSign form. If **"Approved – Legal Opinion attached"** is checked, the Attorney must attach a legal opinion using the language provided in this exhibit.*

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

EXHIBIT C: Grantee Questionnaire

PLEASE READ THE FOLLOWING:

1) You are acknowledging the following regarding the included Grantee Questionnaire:

- This inserted Grantee Questionnaire is an accurate and true copy of such previously submitted DASNY Grantee Questionnaire.

- The Grantee certifies that there has been no material change in the information provided in the Grantee Questionnaire.

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

NEW YORK STATE OF OPPORTUNITY. | DASNY

DASNY OFFICE USE ONLY	
GQ Review	
DS	7/10/2023

Grant Programs
Municipal Grantee Questionnaire

THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL PROCESS YOUR GRANT APPLICATION. THE COMPLETED QUESTIONNAIRE WILL BE KEPT ON FILE FOR ONE (1) YEAR. THE GRANTEE MUST NOTIFY DASNY, IN WRITING OF ANY CHANGES TO THESE RESPONSES.

SECTION I: GENERAL INFORMATION

1. Grantee (Legally Inc. Name): Town of Amherst
2. Federal Employer ID No. (FEIN): 16-6002157
3. Website Address: www.amherst.ny.us
4. Business E-mail Address: bkulpa@amherst.ny.us
5. Principal Place of Business Address: 5583 Main Street, Williamsville, NY 14221
6. Telephone Number: 716-631-7067
7. Type of Entity (Please select appropriate response):

a) County
b) City
c) X Town
d) Village
e) Public Benefit Corporation
f) Fire District
g) School District
h) Soil or Water Conservation District
i) Community College
j) Public Library
k) BOCES
l) Other Please Specify: _____

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

DocuSign Envelope ID: 1619EC3A-4A36-47B6-9E5E-A77691ABC01D

SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE

A. DEFINITIONS

As used herein in this Grant Programs Municipal Grantee Questionnaire:

1. "Affiliate" means any person or entity that directly or indirectly controls or is controlled by or is under common control or ownership of a Related Party.

2. "Authorized Officer" is someone who can contractually bind the organization to a legal contract. If you do not know who this is, please consult with your attorney. DASNY will not be able to provide you with this information.

3. "Grantee" means the party or parties receiving funds pursuant to the terms of Grant Disbursement Agreement(s) ("GDA") to be entered into between the Grantee and DASNY.

4. "Grant-Funded Project" means the work that will be fully or partially paid for with the proceeds of one or more Grants administered by DASNY, as described in the Preliminary Application(s), Project Information Sheet(s) and GDA(s), and includes, but is not limited to, capital costs including architectural, engineering and other preliminary planning costs, construction, furnishings and equipment.
5. "Related Party" means: (i) the party's spouse,(ii) natural or adopted descendants or step-children of the party or of the spouse, (iii) any natural or adopted parent or step-parent or any natural, adopted, or step-sibling of the party or of the spouse, (iv) the son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law or mother-in-law of the party or of the spouse, (v) any person sharing the home of any of the party or of the spouse, (vi) any person who has been a staff member, employee, director, officer or agent of the party within two (2) years of the date of this Grantee questionnaire, and (vii) affiliates or subcontractors of the party.

6. "Sponsoring Member(s)" means the Elected State Official who sponsored, arranged for and/or procured the Grant.

B. GRANT AWARD(S)

1. Has the Grantee or any of the Grantee's Related Parties paid any third party or agent, either directly or indirectly, to aid in the securing of a Grant-Funded Project? Yes No x

   If answer is "**Yes**", Please explain:

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

2. Has the Grantee or any of the Grantee's Related Parties agreed to select specific consultants, contractors, suppliers or vendors to provide goods or services in connection with any Grant-Funded Project as a condition of receiving a Grant? Yes No x

If answer is "**Yes**", Please explain:

3. Does the Grantee have a conflict of interest policy? Yes x No

a) If **"Yes"**, will all consultants, contractors, suppliers and vendors selected to provide goods or services in connection with any Grant-Funded Project be chosen in accordance with the Grantee's conflict of interest policy, or if consultants, suppliers and vendors retained in connection with a Grant-Funded Project have already been selected, was the selection undertaken in accordance with the Grantee's conflict of interest policy? Yes x No

If answer is "**No**", Please explain:

4. Does the Sponsoring Member(s) or any Related Parties to Sponsoring Member(s) have any financial interest, direct or indirect, in the Grantee or in any of the Grantee's equity owners, or will the Sponsoring Members or any Related Parties to Sponsoring Members receive any financial benefit, either directly or indirectly, from the Grant-Funded Project(s) funded in whole or in part with Grant proceeds? Yes No x

If the answer is "**Yes**", please provide details:

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

SECTION III: DUE DILIGENCE QUESTIONS

1. Does the Grantee currently possess all certifications, licenses, permits, approvals, or other authorizations issued by any Local, State, or Federal governmental entity in connection with any Grant-Funded Project, Grantee's services, operations, business, or ability to conduct its activities? *Please note this does not include construction related activities such as building permits and certificates of occupancy for any Grant-Funded project.* Yes x No

   If the answer is "**No**", will the Grantee obtain all required certifications, licenses, permits, approvals, or other authorizations issued by Local, State, or Federal Governmental entity in connection with any Grant-Funded Project, Grantee's services, operations, business or ability to conduct its activities prior to the execution of the Grant Disbursement Agreement for that Grant-Funded Project? If the answer is **"No"**, please explain: Yes No

2. Within the past five (5) years, has the Grantee or any Elected or Appointed Official on the Governing Board, Zoning Board, Planning Board, or other Municipal Board or body of the Grantee been subject to any of the following:

   a) A judgment or conviction for any business-related conduct constituting a crime under Federal, State or Local government law? Yes No x

   b) Been suspended, debarred or terminated by a Local, State or Federal authority in connection with a contract or contracting process? Yes No x

   c) Been denied an award of a Local, State or Federal government contract, had a contract suspended or had a contract terminated for non-responsibility? Yes No x

   d) Had a Local, State, or Federal government contract suspended or terminated for cause prior to the completion of the term of the contract? Yes No x

   e) A criminal investigation or indictment for any business-related conduct constituting a crime under Federal, State or Local government? Yes No x

   f) An investigation for a civil violation for any business-related conduct by any Federal, State or Local agency? Yes No x

   g) An unsatisfied judgment, injunction or lien for any business-related conduct obtained by any Federal, State or Local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any Federal, State or Local government agency? Yes No x

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

h) A grant of immunity for any business-related conduct constituting a crime under Federal, State or Local law including, but not limited to any crime related to truthfulness and/or business conduct? Yes No x

i) An administrative proceeding or civil action seeking specific performance or restitution in connection with any Federal, State or Local contract or lease? Yes No x

j) The withdrawal, termination or suspension of any grant or other financial support by any Federal, State, or Local agency, organization or foundation? Yes No x

k) A suspension or revocation of any business or professional license held by the Grantee, a current or former principal, director, or officer of the Grantee, or any member of the any current or former staff of the Grantee? Yes No x

l) A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license? Yes No x

m) A Federal, State or Local government enforcement determination involving a violation of Federal, State or Local laws? Yes No x

n) A citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of:

- Unemployment insurance or workers' compensation coverage or claim requirements Yes No x
- A Federal, State, or Local determination of a willful violation of any public works or labor law or regulation? Yes No x

For each "Yes" answer to questions 2a-n, provide details regarding the finding, including but not limited to cause, current status, resolution, etc.

3. During the past three (3) years, has the Grantee **failed** to file documentation requested by any regulating entity, with the Attorney General of the State of New York, or with any other Local, State, or Federal entity that has made a formal request for information? Yes No x

If "**Yes**", indicate the years the Grantee fails to file the requested information and the current status of the matter:

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

4. During the past three (3) years, has the Grantee had any Governmental audits conducted that revealed material weaknesses in the Grantee's system of internal controls or was non-compliant with contractual agreements or any material disallowance? Yes No x

   If "**Yes**", please provide details and what has been done to rectify the weakness or non-compliance(s). If a Corrective Action Plan was required, please provide details:

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

CERTIFICATION

The Grantee certifies that all funds that will be expended pursuant to the terms of a GDA to be entered into between DASNY and the Grantee are to be used solely and directly for the public purpose or public purposes described in the Preliminary Application, Project Information Sheet and GDA. The Grantee further certifies that all such funds will be used solely in the manner described in the Preliminary Application, Project Information Sheet, and GDA. The Grantee further certifies that it will utilize the real property, equipment, furnishings, and other capital costs paid for with Grant proceeds until such time as the Grantee reasonably determines that such real property, equipment, furnishings and other capital costs are no longer reasonably necessary or useful to further the public purpose for which the Grant was made.

The undersigned recognizes that this questionnaire is submitted for the express purpose of inducing DASNY to make payment to the Grantee for services rendered by the undersigned and that DASNY may in its discretion, by means which it may choose, determine the truth and accuracy of all statements made herein. The undersigned further acknowledges that intentional submission of false or misleading information may constitute crimes, including but not limited to, a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to $10,000 or imprisonment of up to five years under 18 U.S.C. Section 1001; and swears and/or affirms under penalty of perjury that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned also certifies that s/he has not altered the content of the questions in the questionnaire in any manner; has read and understands all of the items contained in the questionnaire and any attached pages; has supplied full and complete and accurate responses to each item therein; is knowledgeable about the submitting Grantee's business and operations; understands that DASNY will rely on the information supplied in this questionnaire when entering into a contract with the Grantee; and is under duty to notify DASNY of any changes to the Grantee's responses herein until such time as the Grant proceeds have been fully paid out to Grantee.

DocuSigned by: Brian Kulpa 6A5E3EC8D52348E...	DocuSigned by: 926E6F21F3DD4EF...
Signature of Authorized Officer	Signature of Authorized Officer
Brian Kulpa	Marty Polowy
Printed Name of Authorized Officer	Printed Name of Authorized Officer
Town Supervisor	Sr Dep Town attorney
Title of Authorized Officer	Title of Authorized Officer
6/23/2023	7/3/2023
Date Signed	Date Signed

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

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EXHIBIT D: Disbursement Terms

Town of Amherst
Improvements to Dellwood Park
Project ID: 15776

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee as follows:

Standard Reimbursement

DASNY shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the schedule in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 4 and 5(a) of this Agreement; by payment on invoice subject to the terms and conditions of Sections 4 and 5(b) of this Agreement; or, for real property acquisition, subject to the terms and conditions of Sections 4 and 5(c) of this Agreement.

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation* ***do NOT*** *qualify as invoices*.

The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved Project location(s) and/or items received at the approved Project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

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EXHIBIT E: Payment Requisition Form and Dual Certification

Town of Amherst
Improvements to Dellwood Park
Project ID: 15776

For Office Use Only:

FMS#: 135201

Payment Request #

For work completed between ____/____/____ and ____/____/

THIS REQUEST:

A: DASNY SHARE*		B: THIS REQUEST	C: TOTAL REQUESTED PRIOR TO THIS REQUEST	D: A-B-C BALANCE
$	$400,000.00			

* Please note that when submitting a requisition for payment, DASNY can only reimburse for capital expenditures for the Project as set forth in Exhibit A of this Agreement. In addition, all capital expenditures are to be both incurred (billed to) and paid for by the named Grantee. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of the approved Project location.

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

DocuSign Envelope ID: 1619EC3A-4A36-47B6-9E5E-A77691ABC01D

EXHIBIT E: Payment Requisition Form and Dual Certification

DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of theTown of Amherst, for Project #15776.

We hereby warrant and represent to DASNY that:

1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request #_____ attached hereto in the amount of $_____ for which Town of Amherst, is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and Town of Amherst (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed and/or received on site at the applicable project location prior to the date hereof.
5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
6. We have the authority to submit this requisition on behalf of Town of Amherst. All eligible expenses have been incurred within the scope of the project description set forth in the schedule in Exhibit A to this Agreement.
7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents **(Please check off all that apply):**

- ☐ Readable copies of both front and back of canceled checks.
- ☐ Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
- ☐ Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
- ☐ Invoices/receipts for eligible goods/services that have been received/performed at the approved Project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
- ☐ Other:

Authorized Officer Signature: _____ Date: _____

Print Name: _____

Title: _____

Authorized Officer Signature: _____ Date _____

Print Name: _____

Title: _____

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

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Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

EXHIBIT E-I: Payment Requisition Cover Letter

ON GRANTEE'S LETTERHEAD

Date

Attention: Accounts Payable - Grants
DASNY
515 Broadway
Albany, New York 12207

Re: State and Municipalities ("SAM") Grant
Improvements to Dellwood Park
Project No. 15776

To Whom It May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

1) ☐	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.
OR	
2) ☐	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows: BANK NAME: _____ ACCOUNT #: ACCOUNT NAME: _____ ABA #:
OR	

3) ☐ We would like to be paid on invoice pursuant to Section 5(b) of the grant disbursement agreement. We have not paid the invoice(s) included in this request. We have established a **segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose.** We have applied industry standard fraud protections to this account, including but not limited to, check positive pay and ACH positive pay. The wire instructions for this account are as follows:

BANK NAME: _____ ACCOUNT #:

ACCOUNT NAME: _____ ABA #:

If any further information is needed, please contact me at (___)_____.

Please sign and return these documents to DASNY at apgrants@dasny.org. Please return them from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

Signature: _____

Print Name: _____ Title: _____

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

EXHIBIT E-2: Payment Requisition Back-up Summary

Town of Amherst
Improvements to Dellwood Park
Project ID: 15776

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized and total amount requested for reimbursement from grant subtotaled. Please use additional sheets if necessary.

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested:			(Transfer total amount requested to Exhibit E pg. 18 column B)

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

DocuSign Envelope ID: 1619EC3A-4A36-47B6-9E5E-A77691ABC01D

EXHIBIT F

NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

It is the policy of the State of New York and DASNY, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by DASNY's participation in projects or initiatives, and/or the use of DASNY funds.

1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:

   a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

   b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.

2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.

3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by DASNY, or its designee, for the purpose of ascertaining compliance with provisions hereof.

4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

DocuSign Envelope ID: 1619EC3A-4A36-47B6-9E5E-A77691ABC01D

NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

Affirmative Action
Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by DASNY.

Affirmative Action Officer ("AAO")
Shall mean DASNY's Affirmative Action Officer or his/her designee, managing the affirmative action program for DASNY.

Contracting Party
Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of $1,500, in connection with any projects or initiatives funded in whole or in part by DASNY and (ii) **any borrower or Grantee** receiving funds from DASNY pursuant to a loan or Grant document.

Minority Business Enterprise ("MBE")
Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) a lease fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

Minority Group Member
Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

Minority and Women-Owned Business Enterprise Participation
Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

(a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;

(b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women's trade associations;

(c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

(d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on DASNY contract;

(e) Utilizing the resources of DASNY Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;

(f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and

(g) The Contracting Party shall remit payment in a timely fashion.

Women-owned Business Enterprise ("WBE")

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

DocuSign

Certificate Of Completion

Envelope Id: 1619EC3A4A3647B69E5EA77691ABC01D
Status: Sent
Subject: DASNY Grant Disbursement Agreement - Town of Amherst:15776 - Signature Required
Grantee ID:
Project ID: 15776
Source Envelope:
Document Pages: 32
Signatures: 0
Envelope Originator:
Certificate Pages: 5
Initials: 0
Ryan Brooks
AutoNav: Enabled
515 Broadway
EnvelopeId Stamping: Enabled
Albany, NY 12207
Time Zone: (UTC-05:00) Eastern Time (US & Canada)
RBrooks@dasny.org
IP Address: 144.121.77.34

Record Tracking

Status: Original
3/4/2024 10:33:39 AM
Holder: Ryan Brooks
RBrooks@dasny.org
Location: DocuSign
Security Appliance Status: Connected
Pool: FedRamp
Storage Appliance Status: Connected
Pool: Dormitory Authority - State of New York
Location: DocuSign

Signer Events	Signature	Timestamp
Brian Kulpa bkulpa@amherst.ny.us Town Supervisor Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/23/2023 2:41:06 PM ID: 57cfe162-4880-46bf-bebf-924377316f6e		Sent: 3/4/2024 10:41:17 AM Viewed: 3/4/2024 11:08:06 AM
Martin Polowy mpolowy@amherst.ny.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/3/2023 11:33:49 AM ID: 8a010836-8f32-4eb1-955b-66e9b4452507		
Ryan Brooks RBrooks@dasny.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
DASNY Legal Reviewers Signing Group: DASNY Legal Reviewers Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
DASNY Authorized Officers Signing Group: DASNY Authorized Officers Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Accounts Payable apgrants@dasny.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Grants Staff grants@dasny.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/4/2024 10:41:17 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Dormitory Authority - State of New York (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Dormitory Authority - State of New York:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: dasnyinfo@dasny.org

To advise Dormitory Authority - State of New York of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at dasnyinfo@dasny.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Dormitory Authority - State of New York

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to dasnyinfo@dasny.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Dormitory Authority - State of New York

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to dasnyinfo@dasny.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Dormitory Authority - State of New York as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Dormitory Authority - State of New York during the course of your relationship with Dormitory Authority - State of New York.

Attachment: DASNY_Grant_Disbursement_Agreement - Dellwood Park (RES-2024-494 : Grant Disbursement Agreement (Dellwood) - CRS

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 29044 **RESOLUTION 2024-495** **ADOPTED**

Lease Agreement (Eldercare) - CRS #4766

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and Elder Care Solutions of WNY, LLC for rental of office space at the Harlem Road Community Center.

5/28/2024
Consent

FINANCIAL IMPACT:

A 1621.02410; -$21,210.00 for 2024; -$21,800.00 for 2025

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

AGREEMENT
Between the Town of Amherst
and
Elder Care Solutions of WNY, LLC

THIS AGREEMENT, made as of _____, 20____ between the Town of Amherst, a municipal corporation with its principal office at 5583 Main Street, Williamsville, New York 14221 (Landlord) and Elder Care Solutions of WNY, LLC organized pursuant to the Laws of the State of New York, with an office at the Harlem Road Community Center, (the "Center"), 4255 Harlem Road, Amherst, New York 14226 (Tenant).

WITNESSETH, that the Landlord has agreed to let, and does hereby let, and the said Tenant has agreed to take, and does hereby take, certain premises containing one office suite consisting of approximately 2,000 square feet, one classroom consisting of approximately 1,000 square feet, and one storage closet for a term commencing the 1st day of January 2024 and ending the 31st day of December 2025. The said Tenant shall pay the Landlord the total rent of $21,210.00 for 2024 and $21,800.00 for 2025 in equal monthly installments.

Landlord shall supply utilities and maintain the premises in a habitable manner in order to permit the Tenant to carry out the company's purposes and intent of providing case management and counseling services.

Tenant may make interior modifications to the building, subject however to prior approval of the Landlord. Tenant shall obtain all necessary permits and any additional insurance coverage.

Tenant shall have the right to the shared waiting room area for client use. Children must not be left unattended in the waiting room. Tenant shall have the right to the shared Employee Lounge for employee use. No clients or visitors are to use the Employee Lounge.

Tenant will at its own expense defend, indemnify, save harmless and make good any damage that shall in the course of the activities of Tenant under this lease agreement be done or caused to the Center, including but not limited to land, foundations, walls, roof or other part of the structure and any equipment of the Landlord therein.

Tenant shall defend, indemnify and hold the Landlord harmless from any and all demands, claims or expenses, awards or judgments for personal injury to third parties, whether other users of the Center or employees of the Landlord, and damage to property of such other third parties resulting from the Tenant's use of the described premises.

Attachment: Eldercare (RES-2024-495 : Lease Agreement (Eldercare) - CRS #4766)

Tenant shall at all times maintain general liability insurance, with indemnification coverage for the premises and the Landlord and shall cause the Landlord to be named as an additional named insured on a primary and noncontributory basis and certificate holder under each such policy, none of which shall be cancelled, reduced in amount of coverage, surrendered or allowed to expire without thirty (30) days prior written notice to the Landlord, and suitable replacement coverage procured by Tenant.

Tenant shall have access to the building during stated business hours, normally 7:30am until 11:30pm, Monday through Friday and 8:00am until 4:00pm, Saturday and Sunday. The building is closed on town and federal holidays (see Attachment A). The Landlord shall provide written notice of permanent changes to building hours.

If default be made in the payment of the rent or any part thereof, or of the Tenant fails to procure or maintain the required insurance policies, or if the Tenant shall without the written consent of the Landlord, let, underlet, or assign the said premises, or a part thereof, for the whole or any part of said term, or shall use said premises or any part thereof for any other purpose than as specified in the Certificate of Incorporation for the Tenant, the Landlord shall have the right at its discretion to terminate this Lease on first giving to the Tenant ten (10) days notice of such election.

This agreement may be terminated by either party with thirty (30) days written notice.

IN WITNESS THEREOF, the parties hereto have caused their corporate seals to be here unto affixed and these presents to be signed by their duly authorized officers the day and year first above written.

ELDER CARE SOLUTIONS OF
WNY, LLC

Roxanne Sorensen, Owner

TOWN OF AMHERST

Brian J. Kulpa, Supervisor

Attachment: Eldercare (RES-2024-495 : Lease Agreement (Eldercare) - CRS #4766)

Attachment A
2024-2025 Holiday Closing Schedule

2024

January 1, 2024 – New Year's Day

January 15, 2024 – Martin Luther King Day

February 19, 2024 – President's Day

March 29, 2024 – Good Friday

March 31, 2024 – Easter

May 27, 2024 – Memorial Day

June 19, 2024 - Juneteenth

July 4, 2024 – Independence Day

September 2, 2024 – Labor Day

October 14, 2024 – Columbus/Indigenous People's Day

November 11, 2024 – Veterans' Day

November 28 & 29, 2024 – Thanksgiving

December 24, 2024 – Closing early, time TBD

December 25, 2024 – Christmas

December 31, 2024 – Closing early, time TBD

Attachment: Eldercare (RES-2024-495 : Lease Agreement (Eldercare) - CRS #4766)

2025

January 1, 2025 – New Year's Day

January 20, 2025 – Martin Luther King Day

February 17, 2025 – President's Day

April 18, 2025 – Good Friday

April 20, 2025 – Easter

May 26, 2025 – Memorial Day

June 19, 2025 - Juneteenth

July 4, 2025 – Independence Day

September 1, 2025 – Labor Day

October 13, 2025 – Columbus/Indigenous People's Day

November 11, 2025 – Veterans' Day

November 27 & 28, 2025 – Thanksgiving

December 24, 2025 – Closing early, time TBD

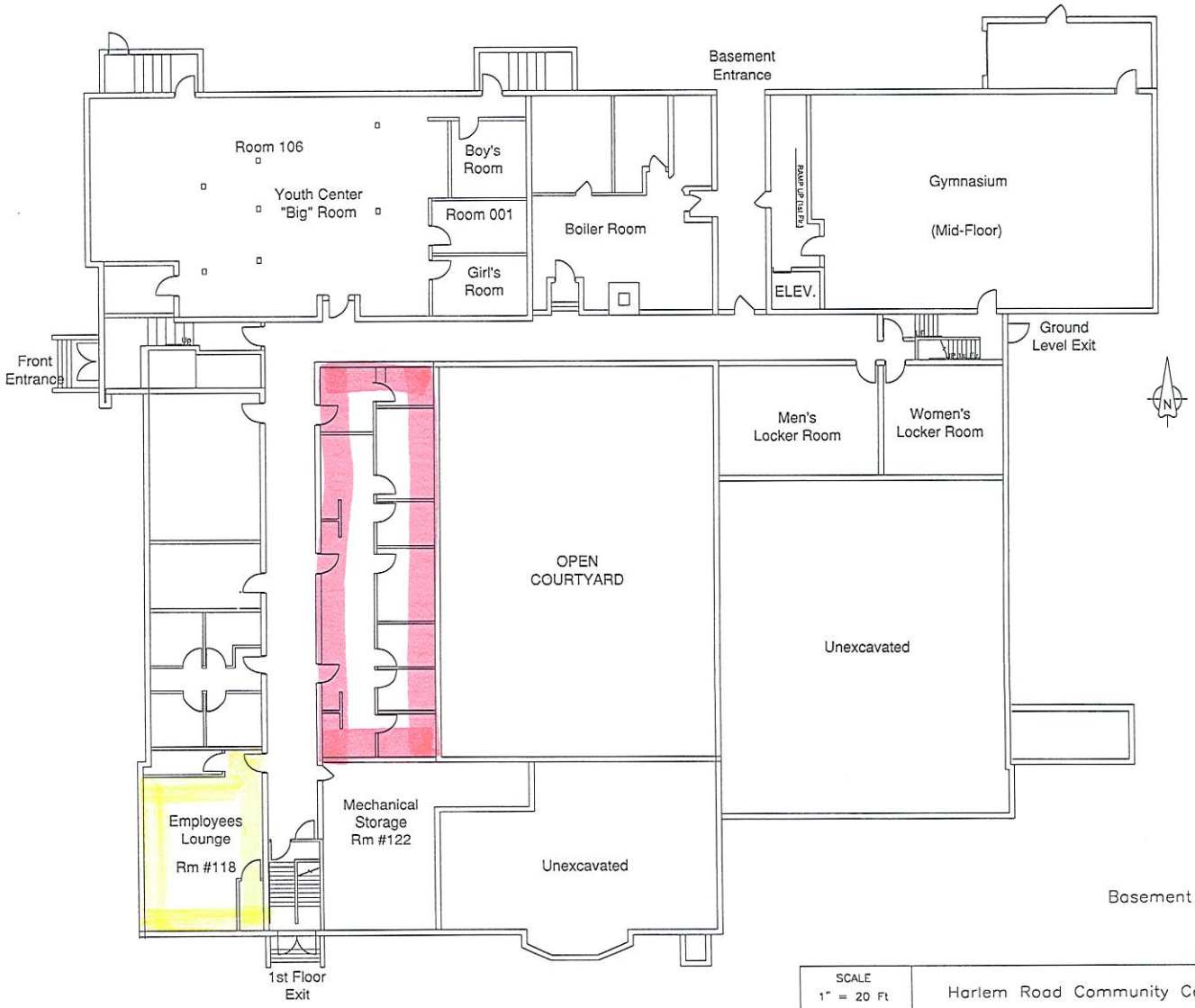
December 25, 2025 – Christmas

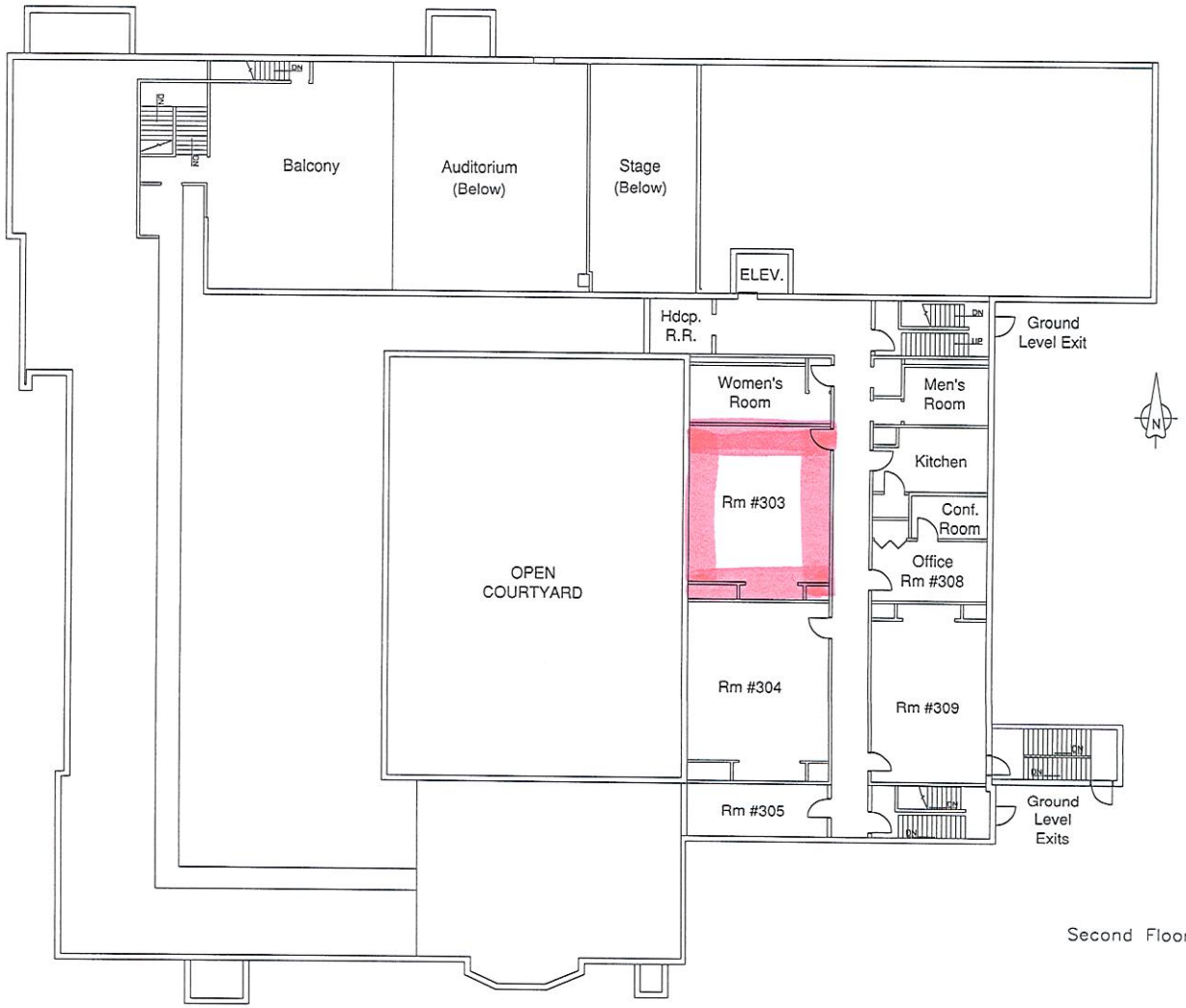
December 31, 2025 – Closing early, time TBD

Attachment: Eldercare (RES-2024-495 : Lease Agreement (Eldercare) - CRS #4766)

Attachment B – Leased Space

Attachment: Eldercare (RES-2024-495 : Lease Agreement (Eldercare) - CRS #4766)


Basement Entrance
Room 106
Youth Center "Big" Room
Boy's Room
Room 001
Girl's Room
Boiler Room
RAMP UP (1st Flr)
Gymnasium
(Mid-Floor)
ELEV.
Ground Level Exit
Front Entrance
Men's Locker Room
Women's Locker Room
OPEN COURTYARD
Unexcavated
Employees Lounge Rm #118
Mechanical Storage Rm #122
Unexcavated
1st Floor Exit
N
= exclusive use
= shared use
Basement Level
SCALE 1" = 20 Ft
08/01/2012
Harlem Road Community Center
4255 Harlem Road
Amherst, NY 14226



SCALE	Harlem Road Community Center
1" = 20 Ft	4255 Harlem Road Amherst, NY 14226
08/01/2012	

Addendum to Contract VENDOR ON SITE Minor

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: Eldercare (RES-2024-495 : Lease Agreement (Eldercare) - CRS #4766)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: Eldercare (RES-2024-495 : Lease Agreement (Eldercare) - CRS #4766)

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:

Elder Care Solutions of WNY LLC
Print Name of Company

By: Roxanne Sorensen
Signature

Roxanne Sorensen
Printed name

Date: 4/8/24

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Eldercare (RES-2024-495 : Lease Agreement (Eldercare) - CRS #4766)

EXHIBIT "1"

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: Elder Care Solutions of WNY LLC

Signature: Roxanne Sorensen

Print Name: Roxanne Sorensen

Title: Owner

Date: 4/8/24

Revised 4.2017

Attachment: Eldercare (RES-2024-495 : Lease Agreement (Eldercare) - CRS #4766)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Alicia Sherman
Burke & Byrne & Associates Inc A Division of Great Lakes Insurance Services Group LLC 3626 Seneca St Buffalo NY 14224-2026	PHONE (A/C, No, Ext): (716)608-1100 FAX (A/C, No): E-MAIL ADDRESS: Alicia.Sherman@greatlakesins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Insurance Compa	24066
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Elder Care Solutions Of WNY LLC
69 Fruehauf Ave
Buffalo NY 14226

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	BKS64611146	04/11/2024	04/11/2025	EACH OCCURRENCE	$ 1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300000
							MED EXP (Any one person)	$ 15000
							PERSONAL & ADV INJURY	$ 1000000
							GENERAL AGGREGATE	$ 2000000
							PRODUCTS - COMP/OP AGG	$ 2000000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			USO64611146	04/11/2024	04/11/2025	EACH OCCURRENCE	$ 1000000
							AGGREGATE	$ 1000000
								$
A	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		XWA64611146	04/11/2024	04/11/2025	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Certificate holder is additional insured on a primary non contributory basis.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

Fax: Email:

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
Alicia Sherman

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Attachment: Eldercare (RES-2024-495 : Lease Agreement (Eldercare) - CRS #4766)

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)
ELDER CARE SOLUTIONS OF WNY LLC

69 FRUEHAUF AVENUE
BUFFALO, NY 14226

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
716-823-1476

1c. Federal Employer Identification Number of Insured or Social Security Number
800277561

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
The Town Of Amherst
4255 Harlem Rd
Amherst, NY 14226

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL669769

3c. Policy effective period
07/01/2022 to 06/30/2024

4. Policy provides the following benefits:
- [X] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 1/10/2023 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: Eldercare (RES-2024-495 : Lease Agreement (Eldercare) - CRS #4766)

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: Eldercare (RES-2024-495 : Lease Agreement (Eldercare) - CRS #4766)

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: Eldercare (RES-2024-495 : Lease Agreement (Eldercare) - CRS #4766)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) The Research Foundation for The State University of New York 35 State Street, PO Box 9 Albany, NY 12201 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 (518)434-7045 1c. NYS Unemployment Insurance Employer Registration Number of Insured 04-54705 1d. Federal Employer Identification Number of Insured or Social Security Number 14-1368361
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst Attn: Mary-Diana Pouli 5583 Main Street Williamsville, NY 14221 Blanket COI #3030	3a. Name of Insurance Carrier ACE American Insurance Co. 3b. Policy Number of Entity Listed in Box "1a" 71644923 3c. Policy effective period 7/01/2023 to 7/01/2024 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: Guy Alonge, III
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 6/26/2023
(Signature) (Date)

Title: President - Amsure, Albany Division

Telephone Number of authorized representative or licensed agent of insurance carrier: (518)458-1800

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: Eldercare (RES-2024-495 : Lease Agreement (Eldercare) - CRS #4766)

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 29045 **RESOLUTION 2024-496** **ADOPTED**

Lease Agreement (NYSSAC) - CRS #4789

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and New York Statewide Senior Action Council for rental of office space at the Harlem Road Community Center.

5/28/2024
Consent

FINANCIAL IMPACT:

A 1621.02410; -$3,915.00 in 2024; -$4,035.00 in 2025

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

AGREEMENT
Between the Town of Amherst
and
New York StateWide Senior Action Council

THIS AGREEMENT, made as of the ____ day of _____, 20__ between the Town of Amherst, a municipal corporation with its principal office at 5583 Main Street, Williamsville, New York 14221 (Landlord) and New York StateWide Senior Action Council, organized pursuant to the Laws of the State of New York, with offices at the Harlem Road Community Center, (the "Center"), 4255 Harlem Road, Amherst, New York 14226 (Tenant).

WITNESSETH, that the Landlord has agreed to let, and does hereby let, and the said Tenant has agreed to take, and does hereby take, certain premises containing two offices consisting of approximately 510 square feet for a term commencing the first day of January 2024 and ending the 31st day of December 2025. The said Tenant shall pay the Landlord the total rent of $3,915.00 in 2024 and $4,035.00 in 2025 in two equal installments annually.

Landlord shall supply utilities and maintain the premises in a habitable manner in order to permit the Tenant to carry out the purposes and intent of the corporation as specified in the Certificate of Incorporation.

Tenant may make interior modifications to the building, subject however, to prior written approval of the Landlord. Tenant shall obtain all necessary permits and any additional insurance coverage.

Tenant shall have the right to the shared Employee Lounge on the lower level for employee use. No clients or visitors are to use the Employee Lounge.

Tenant will at its own expense defend, indemnify, save harmless and make good any damage that shall in the course of the activities of Tenant under this lease agreement be done or caused to the Center, including but not limited to land, foundations, walls, roof or other part of the structure and any equipment of the Landlord therein.

Tenant shall defend, indemnify and hold the Landlord harmless from any and all demands, claims or expenses, awards or judgments for personal injury to third parties, whether other users of the Center or employees of the Landlord, and damage to property of such other third parties resulting from the Tenant's use of the described premises.

Attachment: NYSSAC (RES-2024-496 : Lease Agreement (NYSSAC) - CRS #4789)

Tenant shall at all times maintain general liability insurance, with indemnification coverage for the premises and the Landlord and shall cause the Landlord to be named as an additional named insured on a primary and noncontributory basis and certificate holder under each such policy, none of which shall be cancelled, reduced in amount of coverage, surrendered or allowed to expire without thirty (30) days prior written notice to the Landlord, and suitable replacement coverage procured by Tenant.

Tenant shall have access to the building during stated business hours, normally 7:30am until 11:30pm, Monday through Friday and 8:00am until 4:00pm, Saturday and Sunday. The building is closed on municipal and/or federal holidays (see Attachment A). The Landlord shall provide written notice of permanent changes to building hours.

If default be made in the payment of the rent or any part thereof, or of the Tenant fails to procure or maintain the required insurance policies, or if the Tenant shall without the written consent of the Landlord, let, underlet, or assign the said premises, or a part thereof, for the whole or any part of said term, or shall use said premises or any part thereof for any other purpose than as specified in the Certificate of Incorporation for the Tenant, the Landlord shall have the right at its discretion to terminate this Lease on first giving to the Tenant ten (10) days notice of such election.

This agreement may be terminated by either party with thirty (30) days written notice.

IN WITNESS THEREOF, the parties hereto have caused their corporate seals to be here unto affixed and these presents to be signed by their duly authorized officers the day and year first above written.

NEW YORK STATEWIDE SENIOR ACTION COUNCIL

Signature

Printed Name, Title

TOWN OF AMHERST

Brian J. Kulpa, Supervisor

Attachment: NYSSAC (RES-2024-496 : Lease Agreement (NYSSAC) - CRS #4789)

Attachment A
2024-2025 Holiday Closing Schedule

2024

January 1, 2024 – New Year's Day

January 15, 2024 – Martin Luther King Day

February 19, 2024 – President's Day

March 29, 2024 – Good Friday

May 27, 2024 – Memorial Day

June 19, 2024 - Juneteenth

July 4, 2024 – Independence Day

September 2, 2024 – Labor Day

October 14, 2024 – Columbus/Indigenous People's Day

November 11, 2024 – Veterans' Day

November 28 & 29, 2024 – Thanksgiving

December 24, 2024 – Closing Time TBD

December 25, 2024 – Christmas

December 31, 2024 – Closing Time TBD

Attachment: NYSSAC (RES-2024-496 : Lease Agreement (NYSSAC) - CRS #4789)

2025

January 1, 2025 – New Year's Day

January 20, 2025 – Martin Luther King Day

February 17, 2025 – President's Day

April 18, 2025 – Good Friday

May 26, 2025 – Memorial Day

June 19, 2025 - Juneteenth

July 4, 2025 – Independence Day

September 1, 2025 – Labor Day

October 13, 2025 – Columbus/Indigenous People's Day

November 11, 2025 – Veterans' Day

November 27 & 28, 2025 – Thanksgiving

December 24, 2025 – Closing time TBD

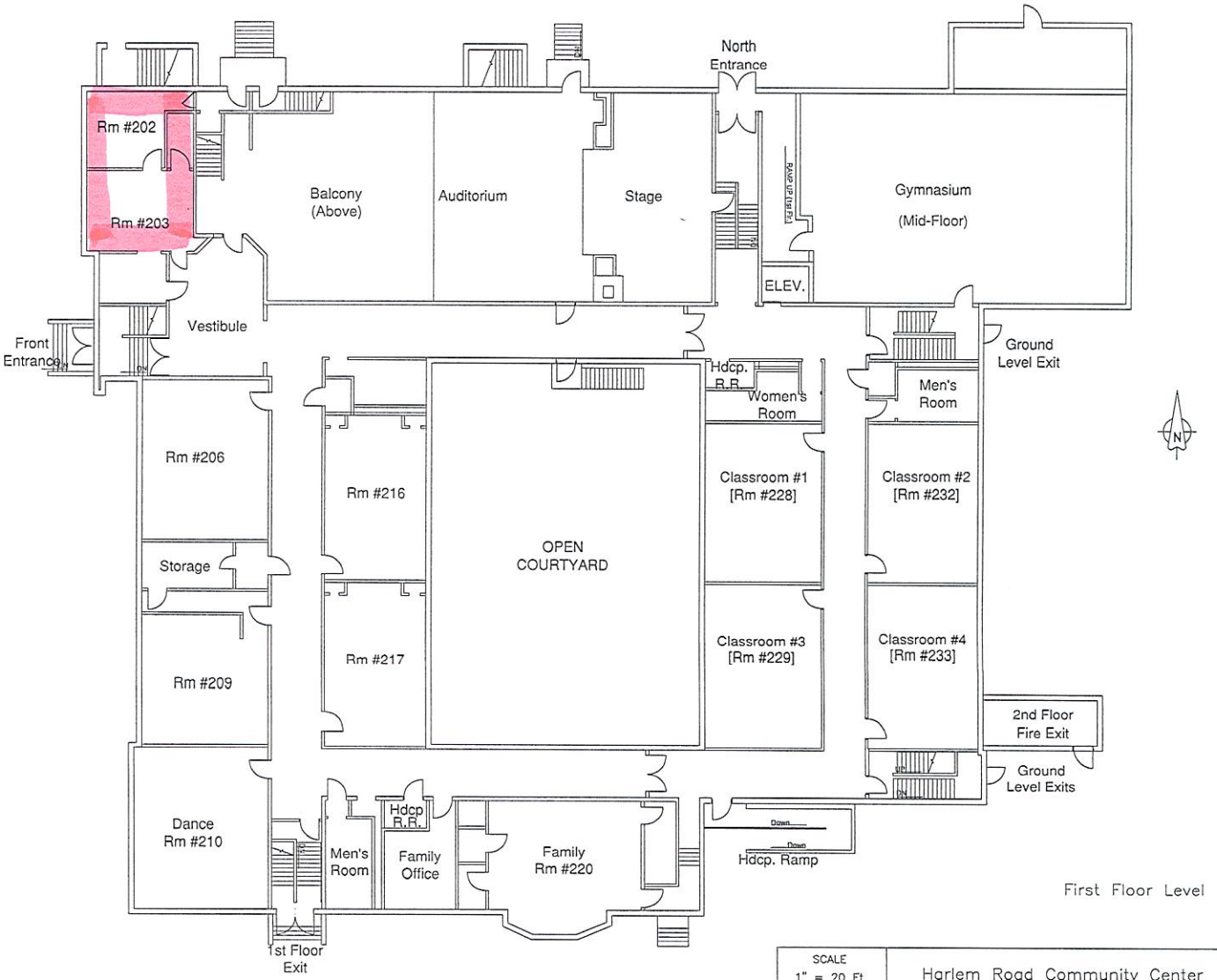
December 25, 2025 – Christmas

December 31, 2025 – Closing Time TBD

Attachment: NYSSAC (RES-2024-496 : Lease Agreement (NYSSAC) - CRS #4789)

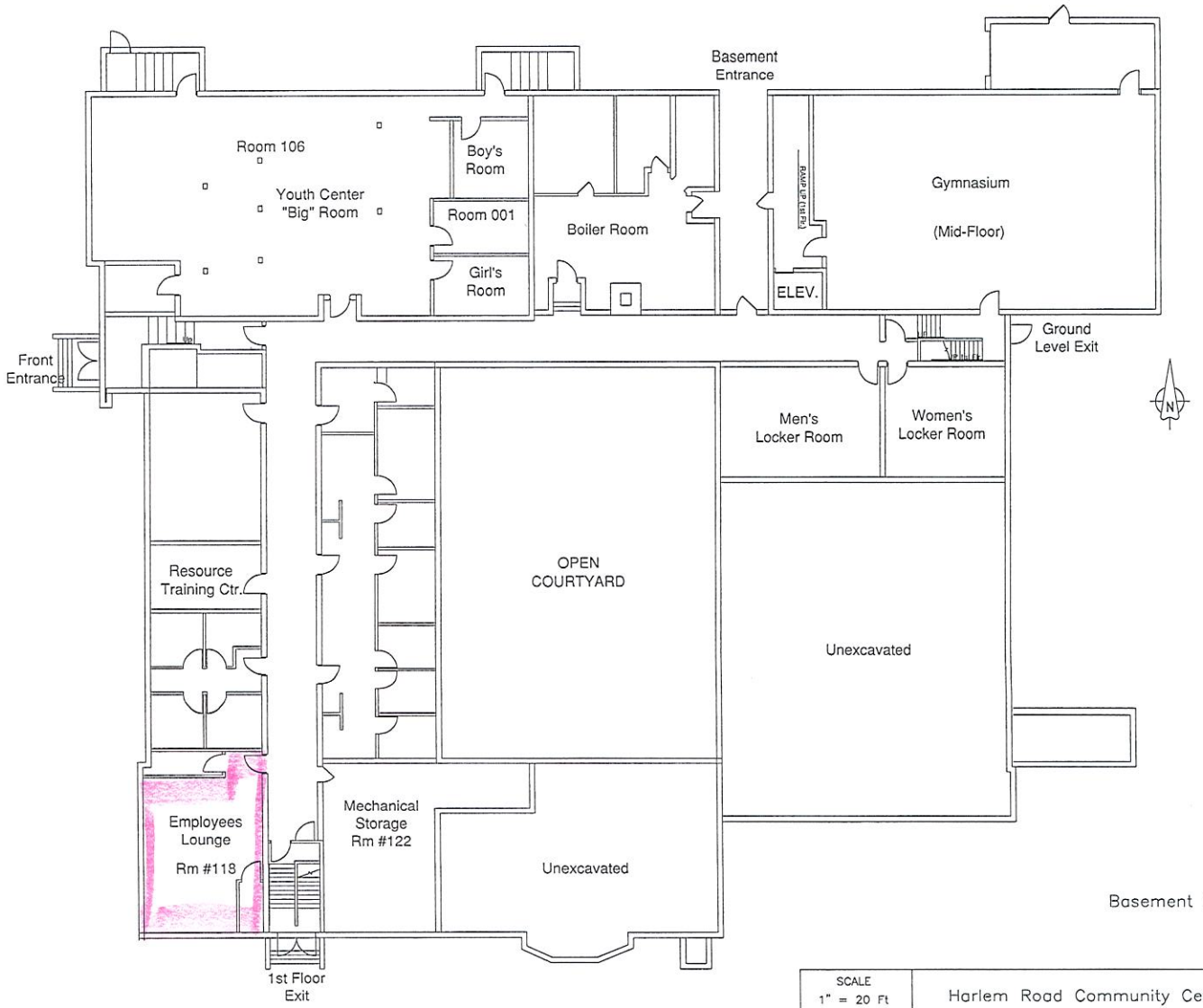
Attachment B – Leased Space

Attachment: NYSSAC (RES-2024-496 : Lease Agreement (NYSSAC) - CRS #4789)



= exclusive use

Attachment: NYSSAC (RES-2024-496 : Lease Agreement (NYSSAC) - CRS #4789)


Basement Entrance
Room 106
Youth Center "Big" Room
Boy's Room
Room 001
Girl's Room
Boiler Room
RAMP UP (1st Flr.)
Gymnasium
(Mid-Floor)
ELEV.
Ground Level Exit
Front Entrance
Men's Locker Room
Women's Locker Room
N
Resource Training Ctr.
OPEN COURTYARD
Unexcavated
Employees Lounge
Rm #118
Mechanical Storage Rm #122
Unexcavated
1st Floor Exit
= shared space
Basement Level
SCALE
1" = 20 Ft
08/01/2012
Harlem Road Community Center
4255 Harlem Road
Amherst, NY 14226

Addendum to Contract VENDOR ON SITE Minor

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: NYSSAC (RES-2024-496 : Lease Agreement (NYSSAC) - CRS #4789)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: NYSSAC (RES-2024-496 : Lease Agreement (NYSSAC) - CRS #4789)

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:

NY Statewide Senior Action Council

Print Name of Company

By: _____

Signature

Maria Alvarez

Printed name

Date: April 23, 2024

Agreed to and Accepted by:

Town of Amherst

By: _____

Brian J. Kulpa, Supervisor

Date: _____

Attachment: NYSSAC (RES-2024-496 : Lease Agreement (NYSSAC) - CRS #4789)

EXHIBIT "1"

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: NY State Wide Senior Action Council, Inc.

Signature: [signature]

Print Name: Maria Alvarez

Title: Executive Director

Date: April 23, 2024

Attachment: NYSSAC (RES-2024-496 : Lease Agreement (NYSSAC) - CRS #4789)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/30/2023

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

PRODUCER Council Services Plus 272 Broadway Menands NY 12204-	CONTACT NAME: Eric Laughlin PHONE (A/C, No, Ext): (518)434-9194 FAX (A/C, No): (877)640-3410 E-MAIL ADDRESS: elaughlin@councilservicesplus.com
INSURED New York Statewide Senior Action Council NYSSAC c/o Eisner Advisory Group LLC 733 3rd Ave New York NY 10017-	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Alliance of Nonprofits for Insurance 10023 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 X SSP GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	Y		2023-70176	07/27/2023	07/27/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y		2023-70176	07/27/2023	07/27/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	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)
Town of Amherst would be covered as an additional insured per endorsement CG 20 10 12 19, to the extent provided therein

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

AI 002796

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Attachment: NYSSAC (RES-2024-496 : Lease Agreement (NYSSAC) - CRS #4789)

POLICY NUMBER: 2023-70176 COMMERCIAL GENERAL LIABILITY
Named Insured: New York Statewide Senior Action Council, Inc. CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Town of Amherst	All insured premises and operations.
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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

Attachment: NYSSAC (RES-2024-496 : Lease Agreement (NYSSAC) - CRS #4789)

 © Insurance Services Office, Inc., 2012

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by 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: NYSSAC (RES-2024-496 : Lease Agreement (NYSSAC) - CRS #4789)

 © Insurance Services Office, Inc., 2012

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)
NEW YORK STATE WIDE SENIOR ACTION COUNCIL INC
C/O EISNER ADVISORY GROUP LLC
733 3RD AVENUE
NEW YORK, NY 10017

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
222233947

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"
DBL592611

3c. Policy effective period
01/01/2024 to 12/31/2024

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 4/25/2024 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: NYSSAC (RES-2024-496 : Lease Agreement (NYSSAC) - CRS #4789)

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: NYSSAC (RES-2024-496 : Lease Agreement (NYSSAC) - CRS #4789)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

Insured Detail

1a. Legal Name and address of Insured (Use street address only) New York Statewide Senior Action Council, Inc. 275 State St Albany, NY 12210 Work Location of Insured *(Only required if coverage is specifically limited to certain location in New York State, i.e. a Wrap-Up Policy)*	**1b. Business Telephone Number of Insured** 518-436-1006 **1c. NYS Unemployment Insurance Employer Registration Number of Insured** **1d. Federal Employer Identification Number of Insured or Social Security Number** 222233947
2. Name and Address of the 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** Security National Insurance Company **3b. Policy Number of entity listed in box "1a":** SWC1484848 **3c. Policy effective period:** 4/14/2024 to 4/14/2025 **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: Matt Zender
(Print name of authorized representative or licensed agent of insurance carrier)

Approved By: _____ 4/25/2024
(Signature) (Date)

Title: Senior Vice President

Attachment: NYSSAC (RES-2024-496 : Lease Agreement (NYSSAC) - CRS #4789)

Telephone Number of authorized representative or licensed agent of insurance carrier: 877-528-7878

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.

C-105.2 (9-17) www.wcb.ny.gov

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering 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.

C-105.2 (9-17) REVERSE

Attachment: NYSSAC (RES-2024-496 : Lease Agreement (NYSSAC) - CRS #4789)

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 29049 **RESOLUTION 2024-497** **ADOPTED**

Contract Amendment (DaySmart) - CRS #4849

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and DaySmart Recreation adding the Northtown Center at Amherst to current contract CRS #4660, pending successful completion of the contract routing process.

5/28/2024
Consent

FINANCIAL IMPACT:

A 7253.4110: $13,140 Year 1, $13,656 Year 2; $14,202 Year 3

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

TOWN OF AMHERST
YOUTH & RECREATION DEPARTMENT
ERIE COUNTY, NEW YORK

Northtown Center at Amherst
1615 Amherst Manor Drive
Williamsville, NY 14221
(716) 631-7132
Fax (716) 626-9087
www.amherst.ny.us

BRIAN J. KULPA
Supervisor

SHAWN A. LAVIN
Deputy Supervisor

MARY-DIANA POULI, Executive Director

KRISTA KRAUSE
Chairperson, Youth Board

TIMOTHY GARDNER
Chairperson, Rec Commission

CONTRACT AMENDMENT

Let this document stand as an Agreement between DaySmart Recreation and the Town of Amherst permitting the Town of Amherst to add the Northtown Center at Amherst to the current DaySmart contract (CRS #4660) at the following additional cost:

- Year 1 = $13,140
- Year 2 = $13,656
- Year 3 = $14,202

By: Dale Geiger
Vice-President of Sales

Signature: Dale R. M.

Date: 5/22/2024

By: Brian J. Kulpa
Supervisor

Signature: _____

Date: _____

Serving the Town of Amherst through programs that strengthen families and the community.

Attachment: DaySmart Recreation - Amherst-NY - Amendment (RES-2024-497 : Contract Amendment (DaySmart) - CRS #4849)

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Town Clerk
DOC ID: 29048

COMMUNICATION 2024-43 **APPROVED**

Request for Public Hearing - 1790, 1860 and 1920 North French Road & Portion of 999 Campbell Boulevard

Request from Sean Hopkins, Esq. for a public hearing to Amend the Comprehensive Plan for 1790, 1860 and 1920 North French Road & portion of 999 Campbell Boulevard.

This public hearing has been scheduled for June 24th.

5/28/2024
Consent

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

May 21, 2024

Timothy J. Koller, Deputy Town Clerk
Town of Amherst Town Clerk's Office
5583 Main Street
Williamsville, NY 14221

Re: Application for Bicentennial Comprehensive Plan Amendment
Proposed Mixed-Use and Residential Project – 1790, 1860 and 1920 North French Road & Portion of 999 Campbell Boulevard
Applicant/Project Sponsor: SBLC Development Corp.
File No. 10066.7

Dear Tim:

This letter is being submitted on behalf of SBLC Development Corp. ("Project Sponsor") to request that the Town Board adopt a resolution during its next meeting to be held on Tuesday, May 28th at 7:00 p.m. for the purpose of scheduling a public hearing in connection with the pending request to amend the Comprehensive Plan with respect to the above referenced property located at 1790, 1860 and 1920 North French Road and a portion of 999 Campbell Boulevard (collectively the "Project Site").

The Planning Board held a public hearing on the request to amend the Comprehensive Plan during its meeting held on Thursday, May 16th and adopted a resolution recommending that the Town Board not approve the requested amendment of the Comprehensive Plan.

If you have any questions regarding this letter, please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Daniel Howard, Planning Director
SBLC Development Corp.
Christopher Wood, P.E., Carmina Wood Design
Anthony Pandolfe, P.E., Carmina Wood Design

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Attachment: Koller-Ltr-Request to Schedule Public Hearing-05-21-24 (COM-2024-43 : Request for Public Hearing - 1790, 1860 and 1920 North

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Town Clerk
DOC ID: 29061

COMMUNICATION 2024-44

RECEIVED & FILED

Correspondence from Sean Hopkins, Esq. - 1789 Dodge Road

Letter from Sean Hopkins, Esq. regarding 1789 Dodge Road Residential Subdivision.

5/28/2024
Received & Filed - Reopen Public Hearing on June 24th.

RESULT:	**RECEIVED & FILED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

May 21, 2024

Brian J. Kulpa, Town Supervisor
Town of Amherst Town Hall
5583 Main Street
Williamsville, NY 14221

Re: Request to Amend Zoning Classification of 1789 Dodge Road [Z-2020-15]
Proposed Residential Subdivision

Dear Supervisor Kulpa and Councilmembers:

This letter is being submitted on behalf of the Project Sponsor to request that the Town Board adopt a resolution during its meeting to be held on Tuesday, May 28th at 7:00 p.m. for the purpose of issuing a Negative Declaration pursuant to the State Environmental Quality Review Act ("SEQRA") and approving the rezoning of 1789 Dodge Road from SA to R-3 subject to the following conditions:

1. That future development of the site shall be limited to single family detached residential uses with a maximum yield of fifteen (15) homes.

2. That any future development of a principal or accessory structure or uses in the 2.7 acres of Permanent Open Space shall be prohibited. The only proposed development of the portion of the Permanent Open Space is limited to required stormwater management system improvements and utility infrastructure.

3. That a protective covenant/conservation easement shall be placed on all proposed open space and confirm total acreage to be under the control of a homeowners association.

4. That the final plat design shall include a right-of-way access to a potential future Youngs Road extension.

5. That the landscaping and screening to be provided in the Permanent Open Space along the Dodge Road frontage of the project site shall require the approval of the Planning Board at the Preliminary Plat Application stage of the subdivision review process.

The Town Board closed the public hearing on the requested rezoning during its meeting held on January 18, 2022 and a draft of the Resolution and Negative Declaration that were provided to the Town Board by the Planning Department for its consideration during its meeting held on February 7, 2022 are attached as Exhibit "1".
.
A copy of the PowerPoint presentation given to the Town Board during the public hearing held on January 18, 2022 is attached as Exhibit "2"and contained detailed information in support of the requested rezoning of 1789 Dodge Road from SA to R-3

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsr-legal.com • www.hsmlegal.com

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-44 : Correspondence from Sean Hopkins, Esq. - 1789 Dodge Road)

If you have any questions, please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc.

cc: Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Martin Pollowy, Esq., Town Attorney
Daniel Howard, AICP, Planning Director
Martin Pollowy, Esq., Town Attorney
Joe Rubino
Chistopher Wood, P.E.

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-44 : Correspondence from Sean Hopkins, Esq. - 1789 Dodge Road)

EXHIBIT 1

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-44 : Correspondence from Sean Hopkins, Esq. - 1789 Dodge Road)

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

Francina J. Spoth
Town Clerk

Meeting: 02/07/22 07:00 PM
Department: Planning
Initiated by: **Daniel J. Ulatowski**
Co-Sponsored by:

DOC ID: 25369

RESOLUTION 2022-122

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

DRAFT RESOLUTION
February 7, 2022

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

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board does not concur with the findings of the Planning Board as stated in their resolution of September 23, 2021 that the proposed Single Family Residential District Three (R-3) zoning at 1789 Dodge Road is generally inconsistent with the policies of the adopted Bicentennial Comprehensive Plan, and is not compatible with the present zoning and conforming use of nearby property and with the character of the neighborhood, and be it further

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

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

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

1. That future development of the site shall be limited to single family detached residential uses with a maximum yield of fifteen (15) homes.
2. That any future development of a principal or accessory structure or uses in the 2.7 acres of Permanent Open Space shall be prohibited. The only proposed development of the portion of the Permanent Open Space is limited to required stormwater management system improvements and utility infrastructure.
3. That a protective covenant/conservation easement shall be placed on all

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-44 : Correspondence from Sean Hopkins, Esq. - 1789 Dodge Road)

proposed open space and confirm total acreage to be under the control of a home owners association.

4. That the final plat design shall include a right-of-way access to a potential future Youngs Road extension.
5. That the landscaping and screening to be provided in the Permanent Open Space along the Dodge Road frontage of the project site shall require the approval of the Planning Board at the Preliminary Plat Application stage of the subdivision review process.

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-44 : Correspondence from Sean Hopkins, Esq. - 1789 Dodge Road)

D R A F T (*February 7, 2022*)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Town Board	**Project**: Z-2020-15
Address:	5583 Main Street Williamsville, NY 14221 (716) 631-7051	**Date**:

This notice is issued pursuant to Part 617 and Local Law #3-82, as amended, of the implementing regulations pertaining to Article 8 (State Environmental Quality Review) of the Environmental Conservation Law.

The Lead Agency has determined that the proposed action described below will not have a significant adverse effect on the environment.

Title of Action: Rezoning Request.

SEQR Status: Type I.

Description of Action: Rezoning of 6.7± acres of land from SA to R-3 to allow for a proposed 16-lot residential subdivision that will consist of 15 detached single-family home lots and a stormwater management lot located in the eastern most portion of the property. A public roadway ending in a hammer-head turnaround and a single curb cut onto Dodge Road are proposed. Seventy-five feet of frontage along Dodge Road is proposed to remain as greenspace with the exception of the access roadway. Approximately 2.7± acres of the 6.7± acre site will remain as permanent open space along the north, south, eastern and western boundaries of the parcel.

Location: 1789 Dodge Road, Town of Amherst, Erie County, New York

Petitioner: Joe Rubino

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-44 : Correspondence from Sean Hopkins, Esq. - 1789 Dodge Road)
Attachment: Z-2020-15_draft Neg Dec_011822 (RES-2022-122 : Local Law to Amend the Zoning Map - 1789 Dodge Road)

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Full Environmental Assessment Form (EAF) - Part 1 and Part 2, a complete rezoning application, and concept plan, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed rezoning of 6.7± acres of land from Suburban Agriculture (SA) to Residential District Three (R-3) for a proposed 16-lot residential subdivision (for 15 detached single-family homes) and related site improvements will not have a significant impact on the environment, as follows:

1. The project is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. The Town Engineering Department on August 24, 2021 reviewed the application and EAF submitted on August 16, 2021 and had no objection or comments on the proposed rezoning.

2. The project will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. Permanent open space buffers, including 75 feet along Dodge Road will preserve and enhance natural vegetation. A Landscape Plan shall be required of the applicant upon submittal of a subdivision application for development of the site at which stage all landscape requirements of the Zoning Ordinance will be met. This determination is also based on review of the NYSDEC Environmental Resource Mapper, which shows the site does not contain any significant natural communities, or habitat for rare, threatened or endangered plants or animal species[1].

3. The project is not expected to create any material conflict with the Town of Amherst Bicentennial Comprehensive Plan. The project will comply with all regulations of the Town Zoning Ordinance before the final subdivision plat is approved. The Town Building Department on August 26, 2021 reviewed the application and EAF submitted on August 16, 2021, and has no objection or comments on the proposed rezoning. As described in the Bicentennial Comprehensive Plan, the new development is generally consistent with section 3.3.1 of the Bicentennial Comprehensive Plan for Residential Uses, and in character with the surrounding single-family residential areas.

4. The project is not within an area identified by the State as potentially containing significant cultural or archeological resources, nor will it impair the character or quality of important historical resources.

[1] https://gisservices.dec.ny.gov/gis/erm/, last accessed January 10, 2022

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-44 : Correspondence from Sean Hopkins, Esq. - 1789 Dodge Road)
Attachment: Z-2020-15_draft Neg Dec_011822 (RES-2022-122 : Local Law to Amend the Zoning Map - 1789 Dodge Road)

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character because the proximate land uses within an approximately ¼ mile radius are also single-family detached homes located in the S-A District, R-3 District and CR-3A District; therefore, the project is compatible with surrounding land use.

6. The proposed rezoning to Residential District Three (R-3) for a proposed 16-lot residential subdivision will result in an increase in the use and type of energy. However, the required utilities will be in place to adequately handle the anticipated increase. In addition, development of new single-family dwellings, under either the existing or proposed zoning districts are required to meet the NYS Energy Code for new construction. Therefore, the proposed R-3 rezoning will not cause a significant adverse change in the use of either the quantity or type of energy.

7. A search of NYSDEC data bases (Spill Incidents Database, Remedial Site Database, Bulk Storage Database) did not result in evidence of any known contamination concerns, the rezoning to Residential District Three (R-3) for the proposed 16-lot residential subdivision will not create any hazard to human health.

8. The rezoning from S-A to Residential District Three (R-3) will increase the intensity of use from one single-family dwelling to a total of 15 dwellings. The proposed residential subdivision will be consistent with the scale of surrounding land uses and approximately 1.5 acres of the 6.7-acre site will remain as permanent open space. In addition, there will be no change to existing agricultural, public-open space or recreational resources, as the current land use is not agricultural, or publically-owned open space, or publically-owned recreation resources.

9. The rezoning to Residential District Three (R-3) for the proposed 16-lot residential subdivision will increase the number of people using the site over its previous level of use. However, based on inter-departmental reviews, the existing water, sewer, storm water and street infrastructure have or will have sufficient capacity to serve the proposed 15 single-family dwellings to adequately handle the anticipated increase without significant adverse impact to those existing systems.

10. The rezoning of the subject site will allow for the construction of approximately 15 single-family dwellings, contrasted with 4-6 single-family dwellings that could be allowed under the current S-A zoning designation.

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-44 : Correspondence from Sean Hopkins, Esq. - 1789 Dodge Road)
Attachment: Z-2020-15_draft Neg Dec_011822 (RES-2022-122 : Local Law to Amend the Zoning Map - 1789 Dodge Road)

Dodge Road is a County collector roadway as stated in the Town's Bicentennial Comprehensive Plan. The Town Traffic Safety Board on September 7, 2021 reviewed the application and EAF submitted on August 16, 2021, and concluded that significant negative traffic impacts are not expected to result from the proposed project.

11. Coordinated reviews of the project have been undertaken by Town Departments including Building on August 26, 2021, Engineering on August 24, 2021, Highway on May 11, 2021, Traffic/Safety Board on September 7, 2021, Assessor on August 19, 2021, Fire Chiefs' Council on September 10, 2021, and Right-of-Way Agent on August 19, 2021 along with outside agencies including Erie County Department of Environment & Planning on September 23, 2021. These reviews have not identified any significant environmental issues and indicate that the proposal will not have a significant damaging impact on the environment.

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

_____ _____
Signature & title of preparer date

_____ _____
Brian J. Kulpa, Supervisor date

GP/ac
X:\Current_Planning\Files\Rezonings\2020\Z-2020-15_(1789_Dodge_Rd)_2020\Z-2020-15_draft Neg Dec_011822.docx
cc: Amherst Town Clerk
Amherst Building Department
ECDEP
NYSDEC
NYSDOT (if on state hwy.)
Sean Hopkins, Esq., Hopkins Sorgi & McCarthy, 5500 Main St., Ste. 343, Williamsville, NY 14221
Joe Rubino, Hopkins Sorgi & McCarthy, PLLC, 5500 Main St., Ste. 343, Williamsville, NY 14221
Christopher Wood, P.E., Carmina Wood Morris, DPC, 487 Main St., Suite 600, Buffalo, NY 14202
Robert C. Walter, 2765 Dodge Rd., E. Amherst, NY 14051

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-44 : Correspondence from Sean Hopkins, Esq. - 1789 Dodge Road)
Attachment: Z-2020-15_draft Neg Dec_011822 (RES-2022-122 : Local Law to Amend the Zoning Map - 1789 Dodge Road)

LOCAL LAW NO. _____-201_

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A LOCAL LAW AMENDING CHAPTER 203 OF THE TOWN OF AMHERST CODE, KNOWN AS THE ZONING ORDINANCE TO REZONE 1789 DODGE ROAD FROM S-A TO R-3 AND TO AMEND THE ZONING MAP ACCORDINGLY.

Be it enacted by the Town Board of the Town of Amherst as follows:

Section 1. Title.

This Local Law shall be referred to as, "A Local Law Amending Chapter 203 of Town of Amherst Code, Known As The Zoning Ordinance, to Rezone 1789 Dodge Road from S-A to R-3 and to Amend The Zoning Map Accordingly".

Section 2. Legislative Findings and Intent.

The Town Board of the Town of Amherst finds that an application to rezone 1789 Dodge Road from S-A to R-4 and to Amend the Zoning Map Accordingly has been filed and is in proper order. The Town Board further finds that the request including the rezoning is consistent with the Comprehensive Plan.

Section 3. Amherst Zoning Map.

The Town Board hereby amends its zoning map which is incorporated by reference in the Town zoning code by amending from S-A to R-3, the zoning of 1789 Dodge Road, **subject to any conditions imposed by the authorizing resolution**; legally described as follows:

All that tract or parcel of land, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No: 52, Township 12, Range 7 of the Holland Land Company's Survey, described as follows:

Beginning at a point in the northerly line of the lands conveyed to Eli J. and Doris A. Bongiovanni recorded in Erie County Clerk's Office in Liber 7853 of Deeds at page 327 distant two hundred eighty and twenty-three hundredths (280.23) feet westerly from the easterly line of Lot 52; thence S 89° 52' 30" W along the northerly line of the said Bongiovanni a distance of eight hundred seven and thirty-five hundredths (807.35) feet to the centerline of Dodge Road; thence S 33° 53' 27" VV along the centerline of Dodge Road a distance of four hundred six and twenty hundredths (406.20) feet to the southwesterly corner of the said Bongiovanni; thence N 89° 30' 52" E along the southerly line of the said Bongiovanni a distance of eight hundred fifty-seven and forty-eight hundredths (857.48) feet, said point being in the approximately centerline of Town

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-44 : Correspondence from Sean Hopkins, Esq. - 1789 Dodge Road)
Attachment: Local Law-Draft-Rezoning of 1789 Dodge Road - R-3_08-16-21 (RES-2022-122 : Local Law to Amend the Zoning Map - 1789 Dodge

of Amherst Ditch 26B; thence along the approximate centerline of Ditch 26B.the following courses and distances: 1) N 43° 02' 20" East distance of eighty-three and five tenths (83.5) feet, 2) N 60° 40' 20" East a distance of one hundred twenty-five and seventy-three hundredths (125.73) feet, N 02° 43' 40" East a distance of two hundred five and eighty hundredths (205.80) feet to the point of beginning.

Section 4. Validity.

This Local Law is adopted under the authority granted to the Town Board of the Town of Amherst pursuant to §§10(1)(ii)(a)(12), 20 and 27 of the Municipal Home Rule Law and §265 of the Town Law of the State of New York.

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

Section 5. Effective Date.

This Local Law shall take effect immediately when it is filed in the Office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and published pursuant to Sections 130 & 133 of the Town Law and Chapter 28 of the Code of the Town of Amherst.

Francina J. Spoth
Town Clerk
Town of Amherst
County of Erie, State of New York

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-44 : Correspondence from Sean Hopkins, Esq. - 1789 Dodge Road)
Attachment: Local Law-Draft-Rezoning of 1789 Dodge Road - R-3_08-16-21 (RES-2022-122 : Local Law to Amend the Zoning Map - 1789 Dodge

EXHIBIT 2

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-44 : Correspondence from Sean Hopkins, Esq. - 1789 Dodge Road)

Town of Amherst Town Board

Continuation of Public Hearing held on November 22, 2021
Request to Rezone 6.7± acres of land
from SA to R-3
Address: 1789 Dodge Road
Petitioner: Joe Rubino

Z-2020-15

January 18, 2022

15.2.a

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-44 : Correspondence from Sean Hopkins, Esq. - 1789 Dodge Road)

Location:

East side of Dodge Road, approximately 1,250 feet northeast of the intersection of Dodge Road and Casey Road opposite, and 120 feet northeast of the intersection of Brenridge Drive and Dodge Road

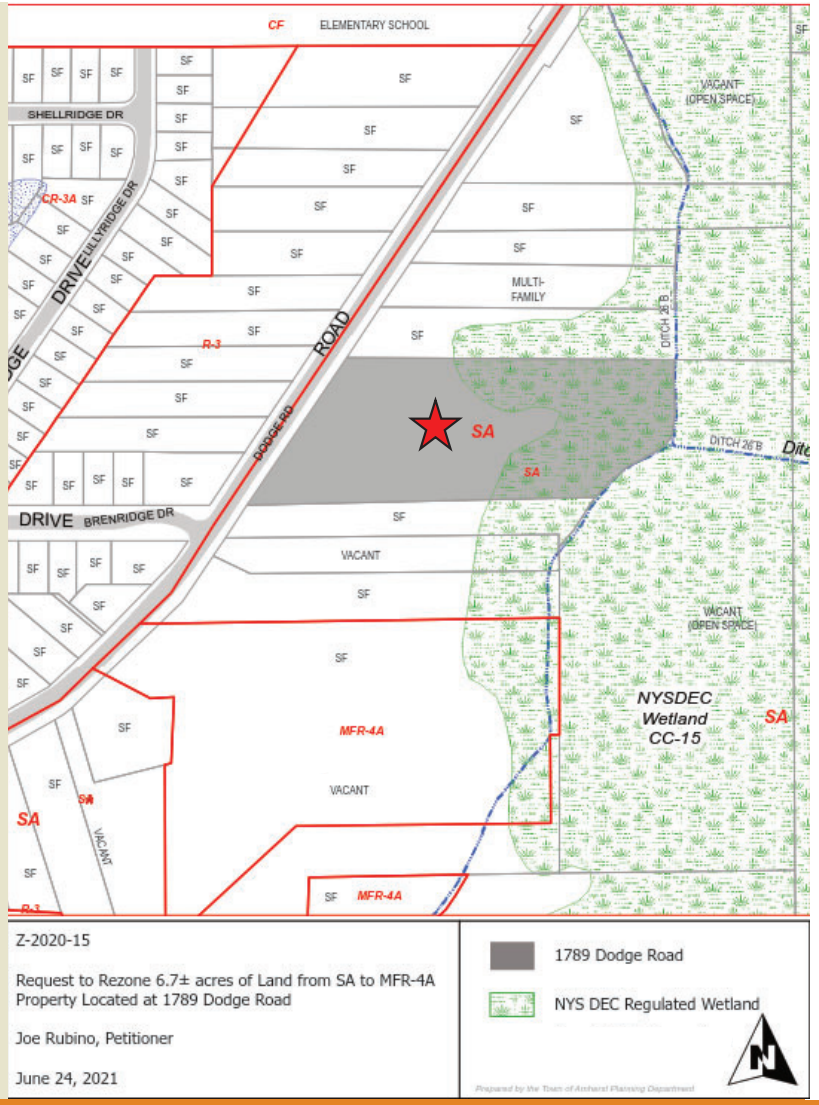
Current Zoning:

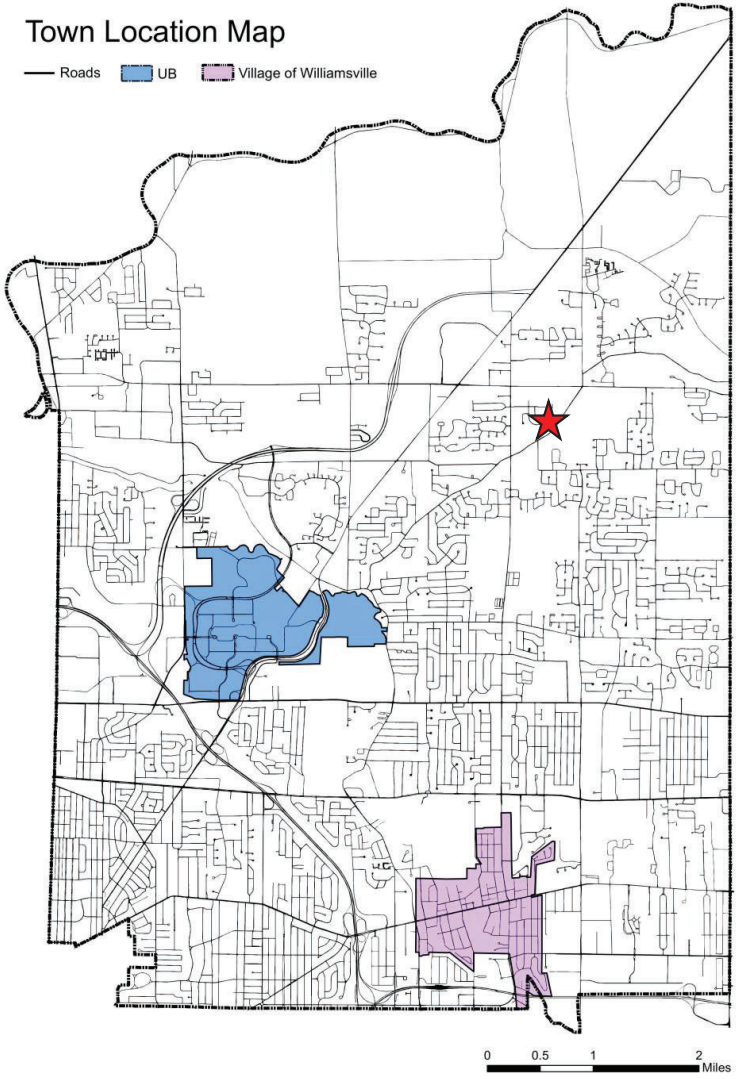
Suburban Agriculture District ("SA")

Land Uses:

SF – Single-family

V – Vacant





- **Existing Development:** Contains a single-family home along the Dodge Road frontage
- **Size of Project Site:** 6.7± acres

Project Description:

- Request to amend the zoning classification of 6.7± acres of land at 1789 Dodge Road from SA to R-3 to allow a 16-lot residential subdivision (15 lots for homes and 2.8 acres of Permanent Open Space).
- Current Concept Plan shows Permanent Open Space along Dodge Road frontage along with 20 ft. of Permanent Open Space on the north and south property lines.
- 1.5 acres of land is to remain Permanent Open Space consisting of eastern portion of the Project Site to accommodate a potential future Right-of-Way for a potential future extension of Youngs Road.
- 2.8 Acres of Permanent Open Space [41.8% of the Project Site]
- Public road is proposed with a single curb cut off Dodge Road - Roadway will end with a hammerhead configuration for fire safety ingress and egress per the standards in Appendix D of the NYS Fire Code.
- Wetland Delineation Report prepared by Earth Dimensions Inc. identified NYSDEC - Wetland is only 0.054 acres -No impacts are proposed to the on-site wetland area.

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-44 : Correspondence from Sean Hopkins, Esq. - 1789 Dodge Road)

- Project Update Letters sent to Residents and William Pitz of 1815 Dodge Road by Joe Rubino on January 3, 2022
- Informational Meeting on November 20, 2021 [Invite Letter sent on November 9, 2021
- Project Layout has been repeatedly modified based on input received.

Joe Rubino
5462 Sheridan Drive, Suite 2
Williamsville, NY 14221

January 3, 2022

Re: Project Update Letter - Rezoning of 1789 Dodge Road

Dear Resident:

As you know, I own 1789 Dodge Road, the location of the proposed residential home subdivision. If you have previously commented about my project or have received a project update letter from me, I would like to speak with you to answer any questions you may have. I am available to meet in person with taking COVID precautions, social distancing and wearing a mask. I am also available by cell, e-mail or texting.

What I have proposed in terms of the project layout is based on input received during the lengthy review process is unique in the Town compared to other subdivisions that have recently been approved since there are mature trees along the Dodge Road frontage and my plan is to enhance the Dodge Road frontage with additional plantings within the proposed Permanent Open Space. I previously eliminated two of the proposed residential lots along the Dodge Road frontage based on input receive that will enable the layout to include the Permanent Open Space that will preserve the rural character along the relevant segment of Dodge Road. The rear of the site is mowed and there are many trees that will remain within the Permanent Open Space on the rear of the site. Beyond the Permanent Open Space on the rear of the site is a large NYSDEC freshwater wetland that is not being impacted.

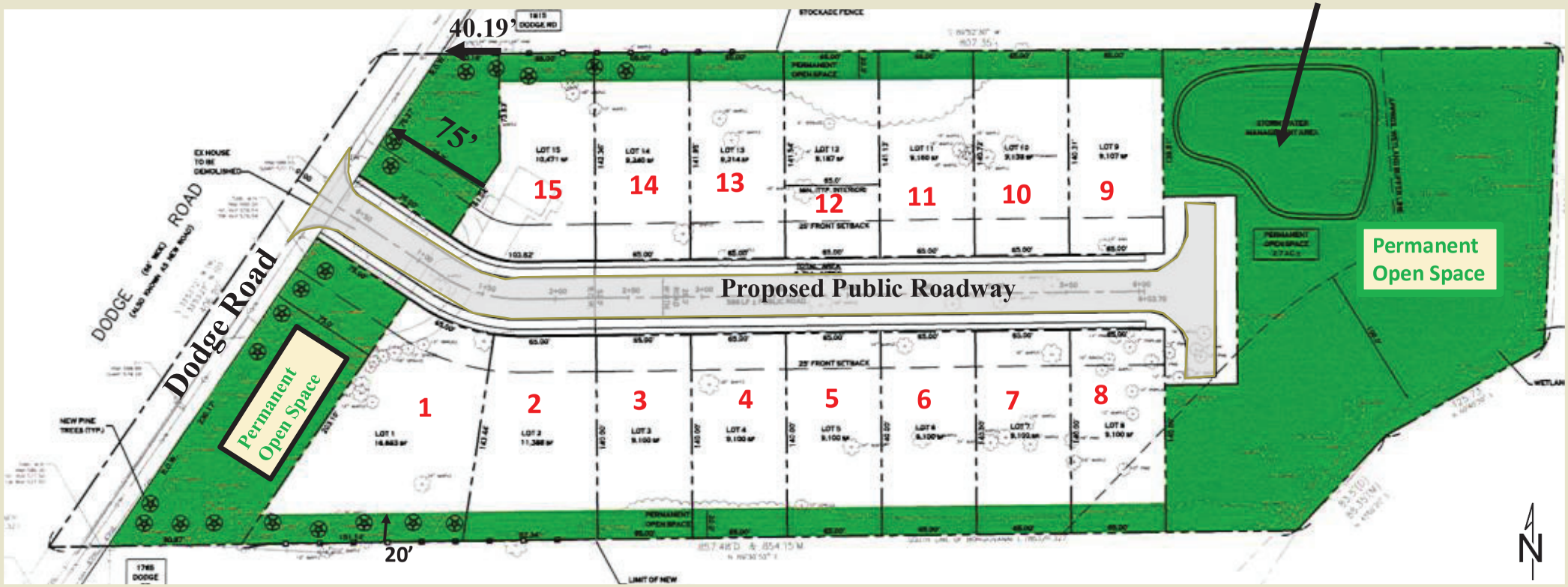
The subdivision layout also provides a Permanent Open Space buffer along the lot lines of the two adjoining properties for their benefit, a feature not included in residential subdivisions that have been approved by the Town over the past several years. I have also shown some strategic privacy fencing and new plantings.

If you have any questions, please reach out to me and we can discuss them.

Sincerely,

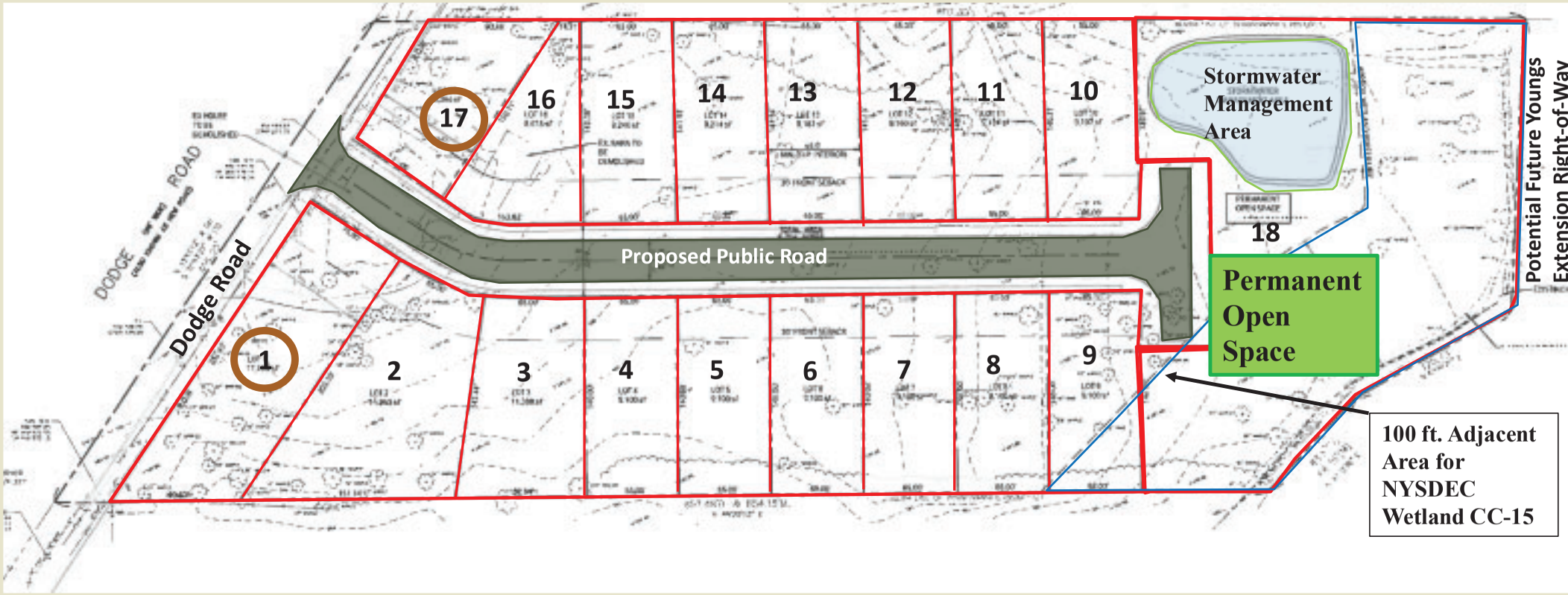
Joe Rubino

CURRENT CONCEPT PLAN – 15 LOTS FOR SINGLE-FAMILY HOMES:



ORIGINAL CONCEPT PLAN PRESENTED ON FEBRUARY 18, 2021 [17 LOTS FOR HOMES]:

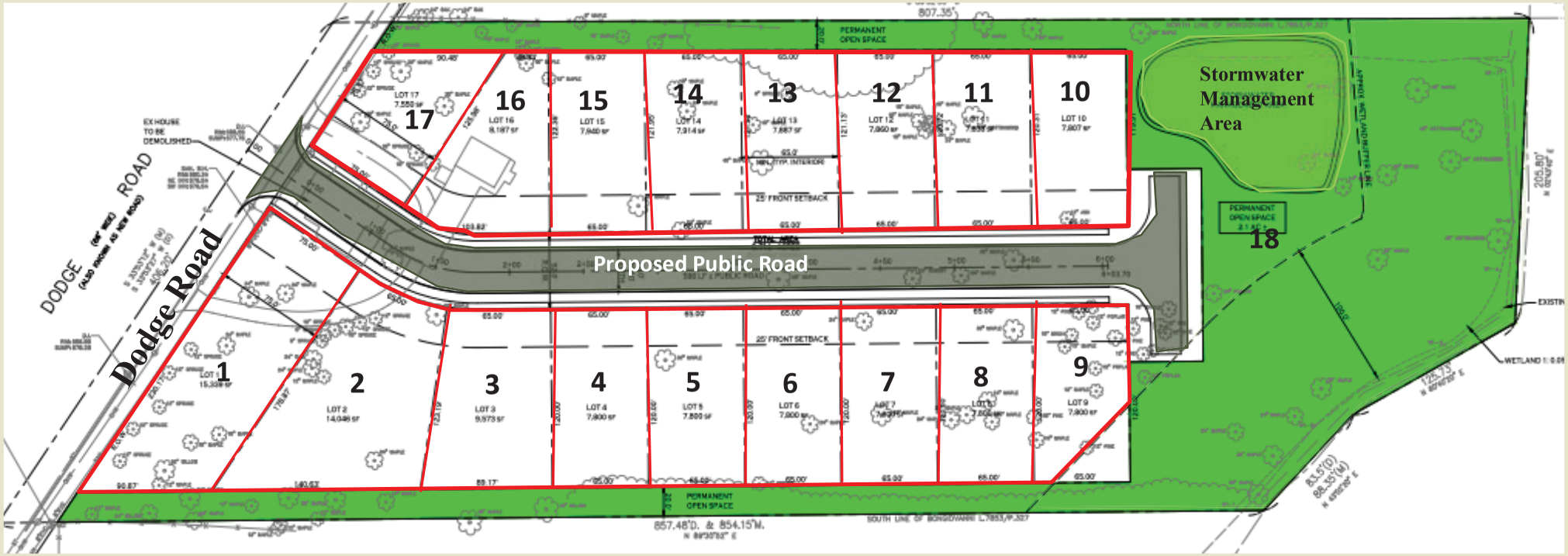
1.5 Acres of Permanent Open Space



CONCEPT PLAN PRESENTED ON APRIL 15, 2021 [17 LOTS FOR HOMES]:

N

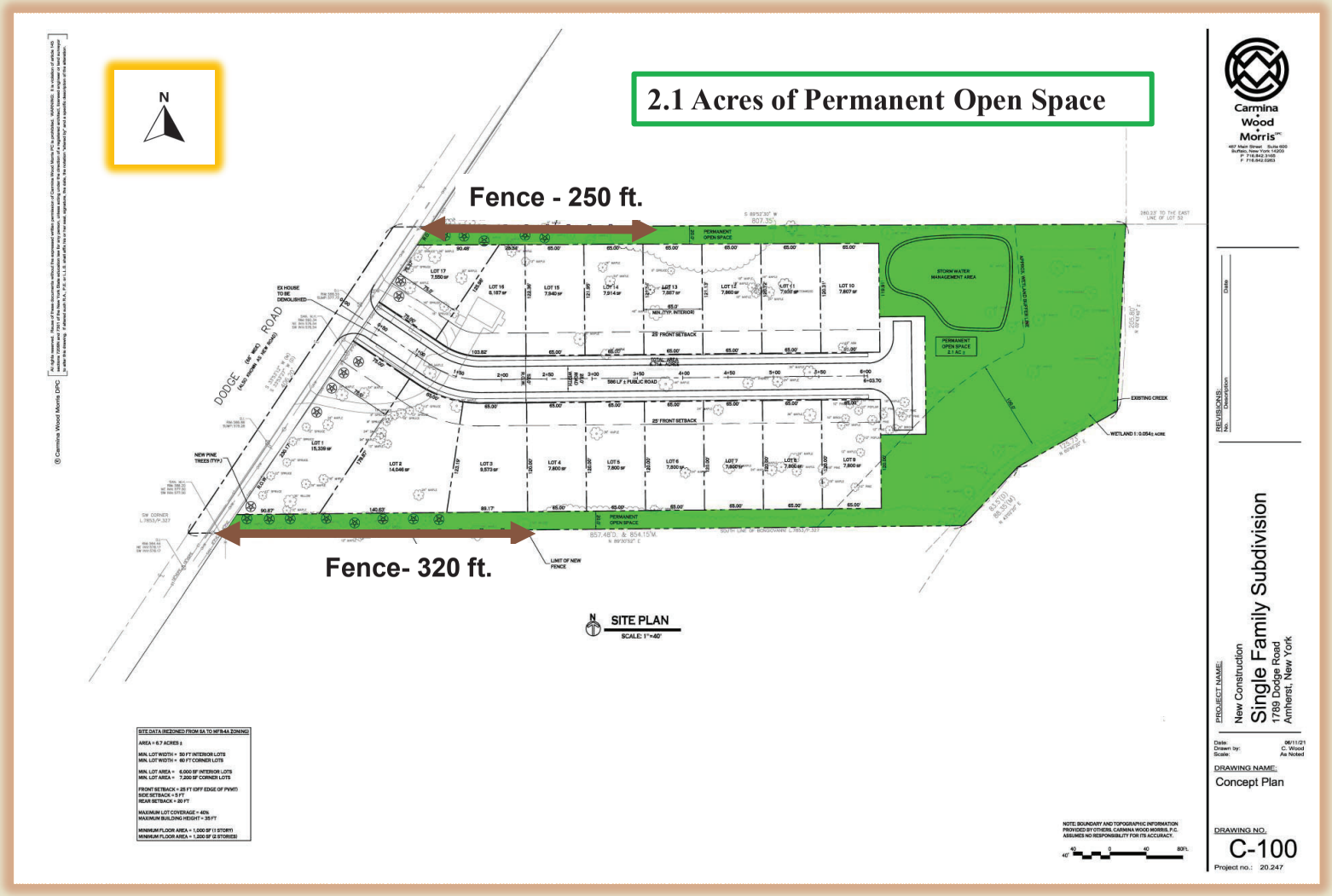
2.1 Acres of Permanent Open Space including Rear 20 ft. of Lots 1 to 17



Attachment: Kulpa-Ltr-05-21-24 (COM-2024-44 : Correspondence from Sean Hopkins, Esq. - 1789 Dodge Road)

CONCEPT PLAN PRESENTED ON JUNE 24, 2021:

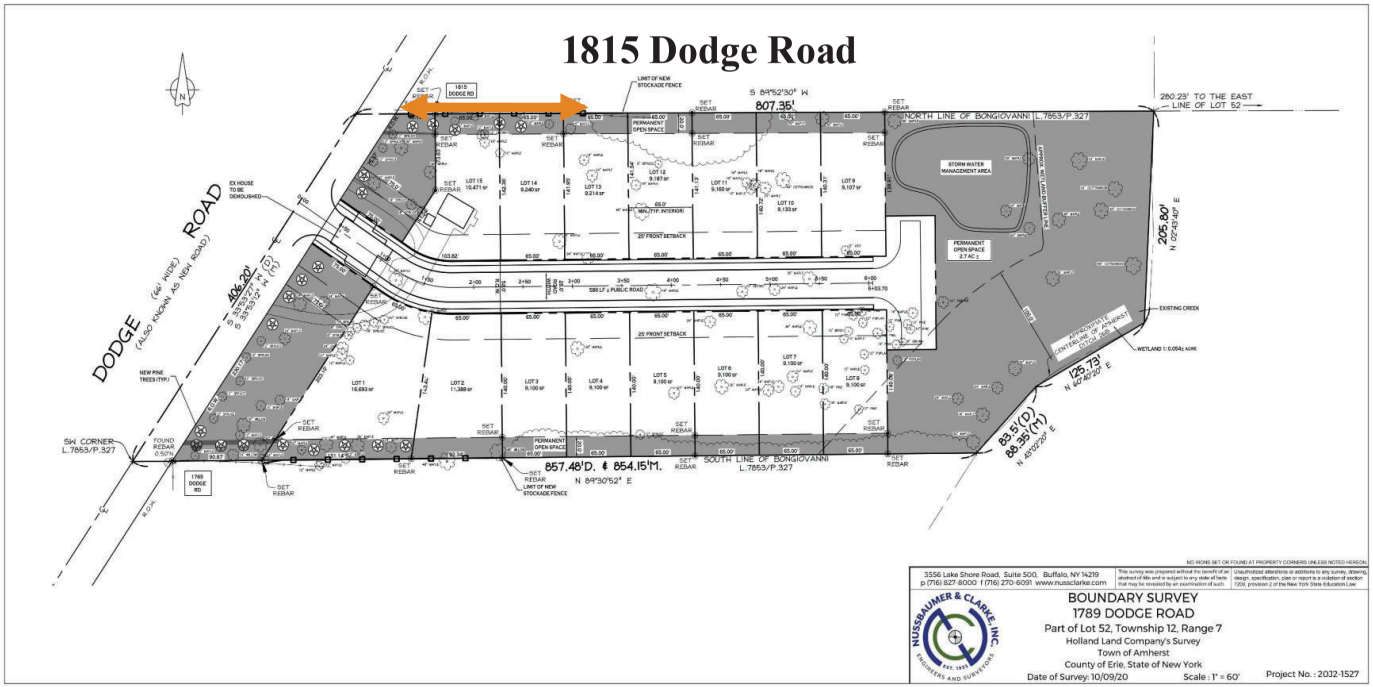
- MFR-4A zoning requested – Concerns raised regarding other uses permitted in the MFR-4A zoning district
- 17 lots for single-family homes
- Installation of a 6 ft. privacy fence on northern edge of the 20 ft. of Permanent Open Space with a length of nearly 250 ft. as measured from the Dodge Road Right-of-Way and also along the southern edge of the 20 ft. of Permanent Open Space with a length of approximately 320 ft. as measured from the Dodge Road Right-of-Way.
- Planting of evergreen trees within the portions of the Permanent Open Space closest to the existing homes on the contiguous parcels to the north at 1815 Dodge Road and south at 1765 Dodge Road and along the Dodge Road frontage of the Project Site.



CURRENT CONCEPT PLAN – DODGE ROAD FRONTAGE WITH SCREENING AS PREPARED BY ROBERT WALTER, RLA

- Planning Board discussed the rural character of the relevant segment of Dodge Road
- Proposed Wood 2-Rail Split Rail Fence along Dodge Road frontage [Project Site has 406 ft. of frontage on Dodge Road]
- 6 ft. board on board fence along portions of the northern and southern boundaries of the Project Site
- Preservation of Existing Evergreen and Deciduous Trees
- Extensive New Plantings:
  - 25 Trees [3 types]
  - 74 Shrubs [6 types]

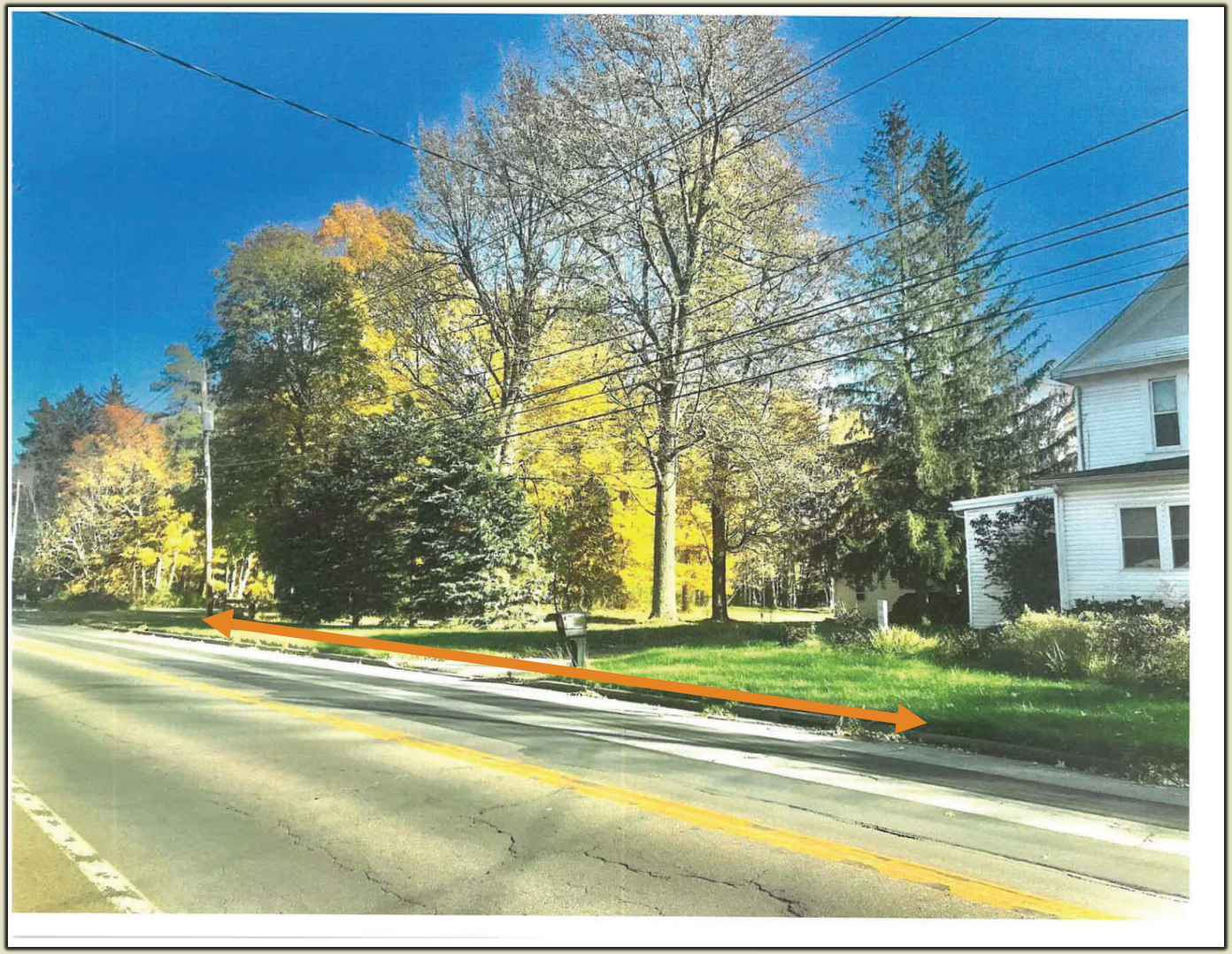
Permanent Open Space Boundaries Staked by Nussbaumer & Clarke, Inc.



Dodge Road Frontage [South]:

Dodge Road Frontage [South]:

Dodge Road Frontage[North]:



Northerly View on Project Site:

Aerial View:

COLOR CONCEPT PLAN:

Carmina·Wood·Morris DPC

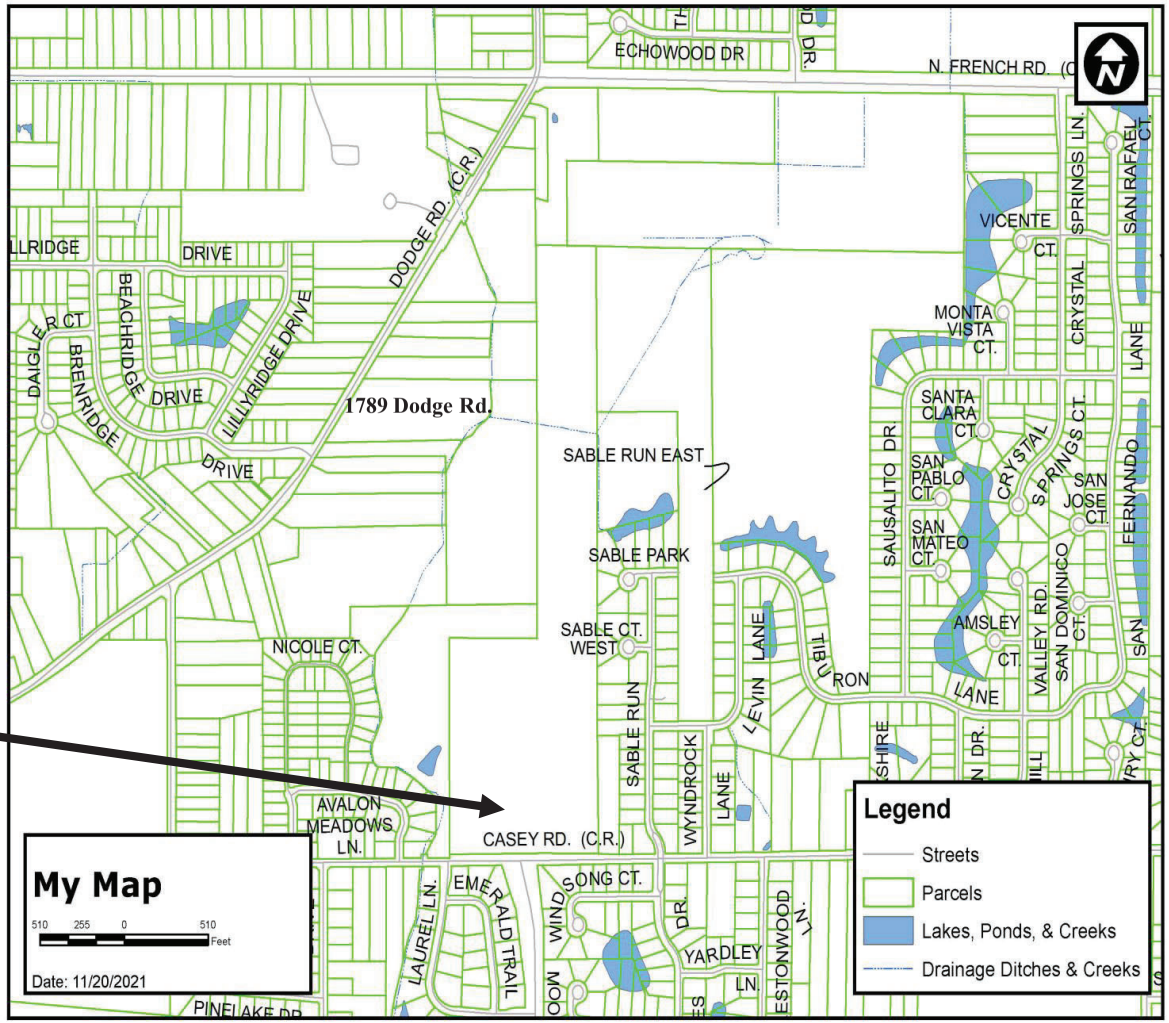
SINGLE FAMILY SUBDIVISION
1789 Dodge Road | Amherst, NY
November 2021

RENDERED SITE PLAN

1

COLOR RENDERING OF DODGE ROAD FRONTAGE:

Subdivision on Casey Road at end of Youngs Road



Sample Home Elevations:

Requested Rezoning from SA to R-3 is Consistent with the Adopted Comprehensive Plan:

- Figure 6 of the adopted Bicentennial Comprehensive Plan ("Conceptual Land Use Plan") indicates the Project Site is appropriate for "Single Family Residential" use
- Benefits of Infill Development [Public infrastructure available]
- Proposed change does tend to improve the balance of uses and meets a specific demand in the Town
- Rezoning of 1695, 1701 and 1721 Dodge Road from SA to MFR-4A as approved on February 24, 2020

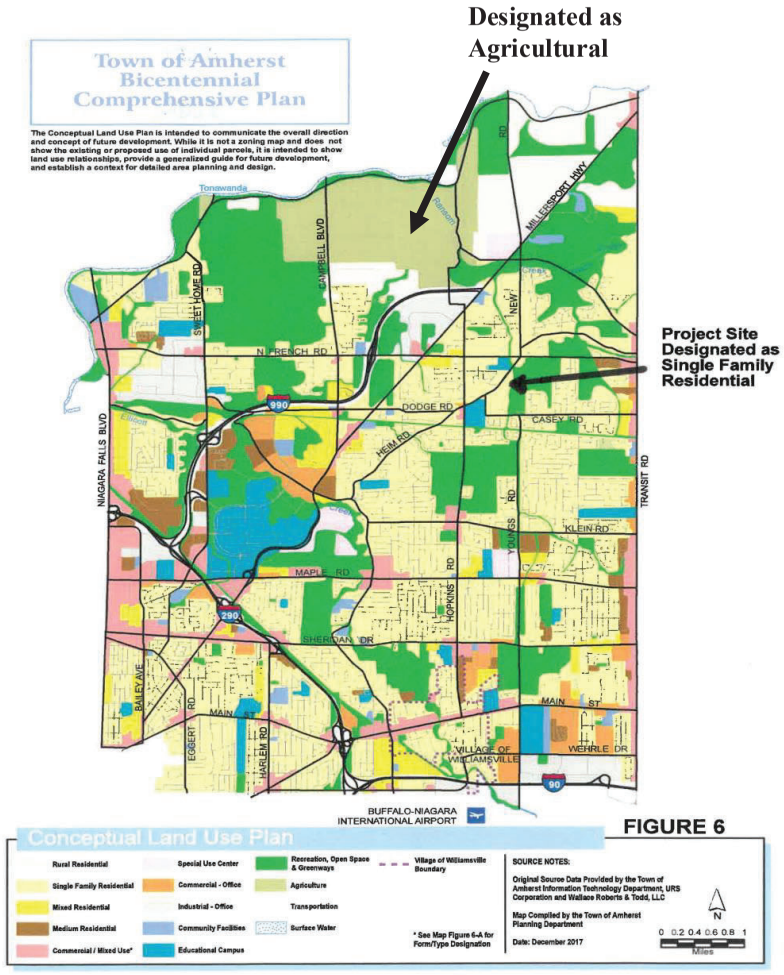
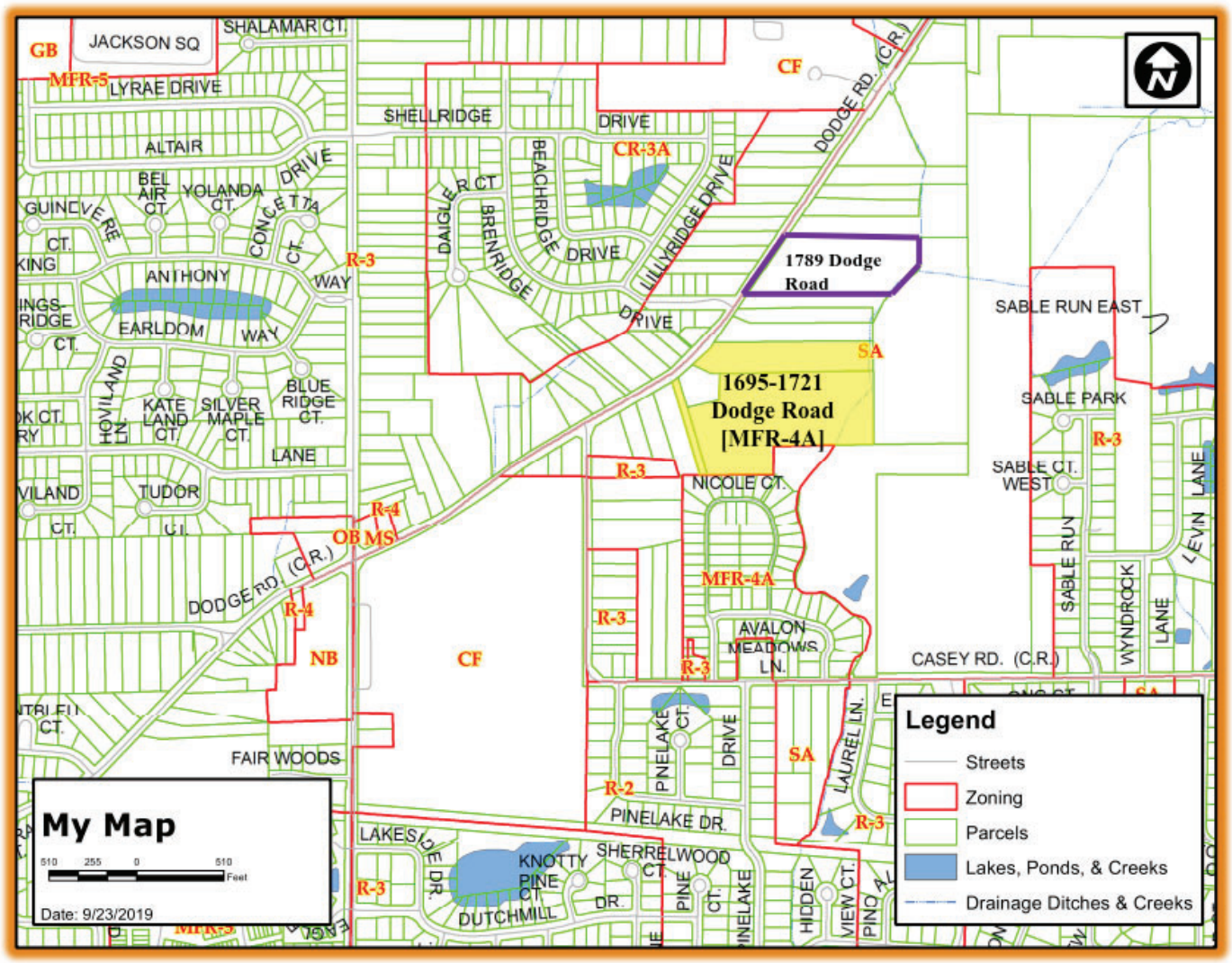


FIGURE 6

Requested Rezoning from SA to R-3 is Consistent with the Adopted Comprehensive Plan:

- Single-Family Residential (2 to 4 units/acre) – Page 3-21 of the Comprehensive Plan as most recently amended in December of 2020
  - "Consistent with Amherst's history as a suburban bedroom community, nearly one-half of the Town's land area will remain in relatively low-density, primarily single-family detached residential use. Policies for Amherst's single-family neighborhoods are to preserve the neighborhood fabric and quality of life by limiting undesired influences such as commercial intrusions."
  - Proposed Density – Reduced from 2.54 units to 2.24 units per acre as a result of providing Permanent Openn Space along Dodge Road frontage [2.8 acres of Permanent Open Space – 41.8% of the Project Site]
- Agriculture – The Comprehensive Plan designates areas for agriculture and associated activities including:
  - Agricultural Lands, included in Erie County Agricultural District #17
  - Lands acquired or designated for acquisition through the Town's purchase of development rights program, the Farmland Protection Program
  - Lands adjacent to such areas where the long-term viability of agriculture may be threatened by inconsistent uses or infrastructure development that represents urban/suburban encroachment.

Suburban scale single-family homes.


1789 Dodge Road
1695-1721 Dodge Road [MFR-4A]
SABLE RUN EAST
SABLE PARK
SABLE CT. WEST
SABLE RUN
VYNDROCK LANE
LEVIN LANE
NICOLE CT.
AVALON MEADOWS LN.
CASEY RD. (C.R.)
DODGE RD. (C.R.)
SHELLRIDGE DRIVE
BEACHRIDGE DRIVE
LILLYRIDGE DRIVE
DAIGLE R CT
BRENRIDGE
ALTAIR
BEL AIR CT.
YOLANDA CT.
CONCETTA DRIVE
GUINEVERE CT.
KING
ANTHONY WAY
EARLDOM WAY
BLUE RIDGE CT.
KATE LAND CT.
SILVER MAPLE CT.
LANE
TUDOR CT.
LYRAE DRIVE
SHALAMAR CT.
JACKSON SQ
FAIR WOODS
PINELAKE CT.
PINELAKE DR.
LAUREL LN.
SHERRELWOOD CT.
KNOTTY PINE CT.
DUTCHMILL DR.
HIDDEN VIEW CT.
PINE CT.
GB
MFR-5
R-3
R-4
R-2
CR-3A
SA
CF
NB
OB
MS
MFR-4A
My Map
510 255 0 510 Feet
Date: 9/23/2019
Legend
Streets
Zoning
Parcels
Lakes, Ponds, & Creeks
Drainage Ditches & Creeks

SEQRA and Project Review Process:

- No impacts to small portion of NYSDEC Freshwater Wetland CC-15 on rear of Project Site
- Low density subdivision – Reduced from 2.54 units to 2.24 units per acre
- Updated subdivision layout preserves the rural character of the Dodge Road frontage per the input received from the Planning Board during its meeting held on June 24, 2021 - 2.8 Acres of Permanent Open Space [41.2% of the Project Site]
- Stormwater management system will comply with the stringent stormwater quality and quantity standards of the NYSDEC including handling a 100-yr. storm event
- DSCA prepared by Carmina Wood Morris DPC in May of 2021 demonstrated there is adequate downstream sanitary sewer capacity during wet weather conditions per the standards of the NYSDEC
- If the requested rezoning is approved, the residential subdivision will require Sketch Plan, Preliminary Plat and Final Plat Approval from the Planning Board [Minimum of 3 additional public hearings]

PROPOSED ZONING CONDITIONS:

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

Conclusion:

- Requesting issuance of a Negative Declaration and the amendment of the zoning classification of 1789 Dodge Road from SA to R-3 subject to five conditions.

- Questions…

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Town Clerk
DOC ID: 29058

COMMUNICATION 2024-45 **REFERRED**

Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway

Letter from Sean Hopkins, Esq. regarding the proposed mixed-use project at 4300 Millersport Highway.

5/28/2024
Referred to Town Attorney, Planning & Highway

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

Attachment: Kulpa-Ltr-Date-05-22-24 (millersport hwy) (COM-2024-45 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

May 22, 2024

Brian J. Kulpa, Town Supervisor
Town of Amherst Town Hall
5583 Main Street
Williamsville, NY 14221

Re: Proposed Mixed-Use Project – Site Plan Review [SP-2022-03A]
4300 Millersport Highway
File 10188.3

Dear Supervisor Kulpa and Councilmembers:

This letter is being submitted on behalf of Cimato & Sons (the "Project Sponsor") in connection with the above referenced mixed-use project at 4300 Millersport Highway ("Project Site"). The Planning Board held a public hearing in connection with the pending request for Site Plan Approval during its meeting on Thursday, May 16th and a topic that was discussed was whether the proposed roadway should be public as proposed or private. A reduced size copy of the Overall Site Plan depicting the project layout is attached as Exhibit "1" and a copy of the PowerPoint presentation given to the Planning Board during the public hearing held on May 16th is attached as Exhibit "2".[1]

The Project Sponsor is requesting that the Town Board adopt a resolution confirming it will accept dedication of the proposed public roadway once the required approvals for the project have been obtained including a Public Improvement Permit, etc.

The benefits of the proposed public roadway include the installation of sidewalks on both sides of the roadway to be built to the Town's current specifications that will provide access to the attached residential units, the installation of street lighting and school bus access (school buses will not travel down a private roadway).

It is also important to mention that both the Erie County Water Authority and the Erie County Health Department have reviewed the water and sanitary sewer infrastructure plans prepared by Wm. Schutt & Associates P.C. based on the necessary infrastructure being public.

If you have any questions regarding this letter, please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com.

[1] It is also important to mention that a project with the exact same residential density received Site Plan Approval from the Planning Board on February 16, 2023 based on a project layout with a public roadway. A copy of the Site Plan resolution adopted by the Planning Board on February 16, 2023 is attached as Exhibit "3".

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsr-legal.com • www.hsmlegal.com

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

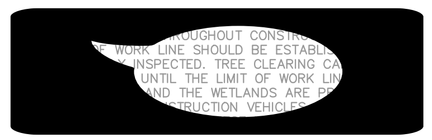
Enc.

cc: Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Martin Pollowy, Esq., Town Attorney
Daniel Howard, AICP, Planning Director
Martin Pollowy, Esq., Town Attorney
Fred Cimato
Patricia Bittar, P.E., Wm. Schutt & Associates P.C.

Attachment: Kulpa-Ltr-Date-05-22-24 (millersport hwy) (COM-2024-45 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

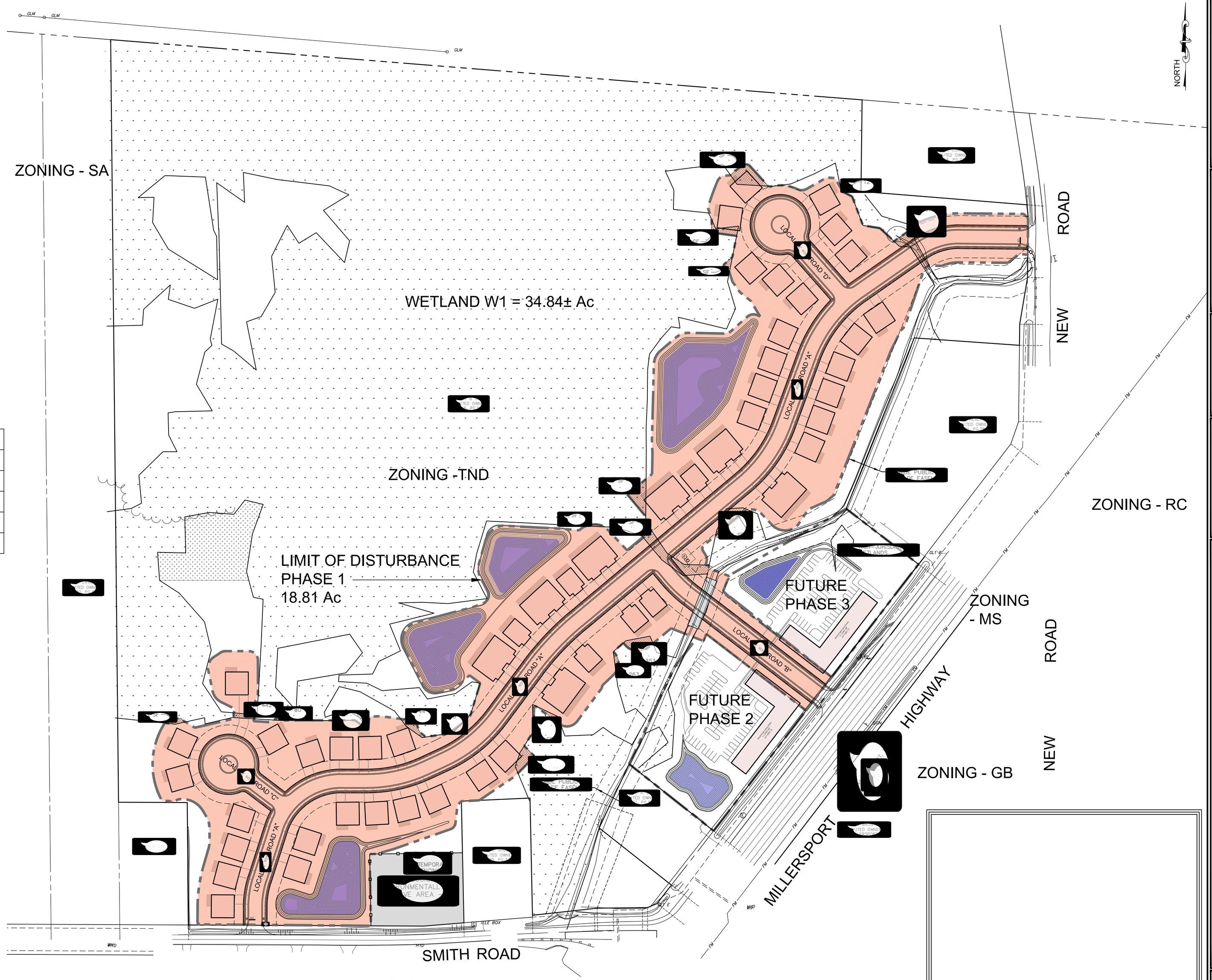
EXHIBIT 1

Attachment: Kulpa-Ltr-Date-05-22-24 (millersport hwy) (COM-2024-45 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)



WETLANDS

TND ZONING	
SF	
SINGLE FAMILY (SF)	SF
TOWNHOUSES (2S)	TOWNHOUSES (2S)
TOWNHOUSES (1S)	TOWNHOUSES (1S)
TOTAL RESIDENTIAL UNITS IN PHASE	



DRAWING REVISIONS

ITEM	DATE	DESCRIPTION
1		PER TOWN COMMENTS

DESIGNED BY: PMB
DRAWN BY: DLS
CHECKED BY: WES
DATE:

WARNING:
ALTERING THIS DOCUMENT IS IN VIOLATION OF THE LAW EXCEPTING AS PROVIDED IN SECTION 7209, PART 2 OF THE NEW YORK STATE EDUCATION LAW. © COPYRIGHT 2022 WM. SCHUTT & ASSOCIATES P.C.

STATE OF NEW YORK
WILLIAM E. SCHUTT
058840
LICENSED PROFESSIONAL ENGINEER

WM SCHUTT & ASSOCIATES
37 CENTRAL AVE.
LANCASTER, NY 14086-2143
PH. 716-683-5961
FAX 716-683-0169
WWW.WMSCHUTT.COM

4300 MILLERSPORT DEVELOPMENT
TOWN OF AMHERST
ERIE COUNTY - NEW YORK

OVERALL SITE PLAN

THIS SHEET ISSUED MAY 8, 2024

OP

DRAWING SCALE: 1"=100'

WSA PROJECT NO. 13027C

153.a

EXHIBIT 2

Attachment: Kulpa-Ltr-Date-05-22-24 (millersport hwy) (COM-2024-45 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

AGENDA ITEM #2– Site Plan

Proposed Traditional Neighborhood Development and 2 Mixed-Use Buildings

Address: 4300 Millersport Highway

Petitioner: Cimato & Sons

(SP-2022-03A)

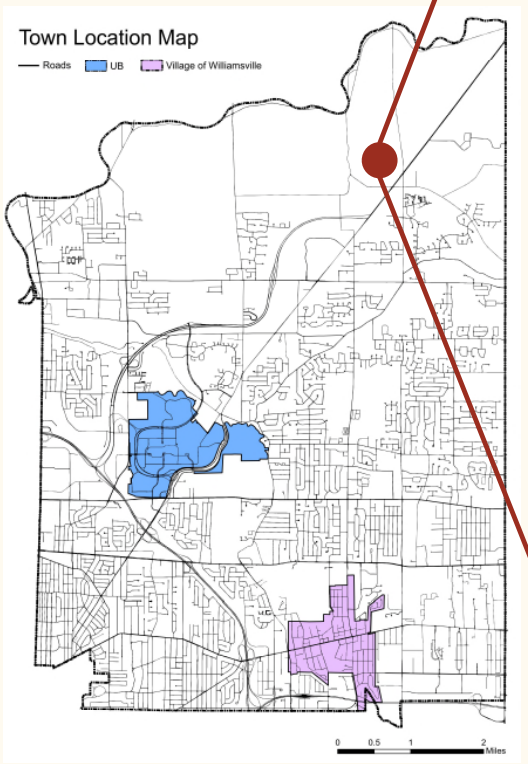
Attachment: Kulpa-Ltr-Date-05-22-24 (millersport hwy) (COM-2024-45 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

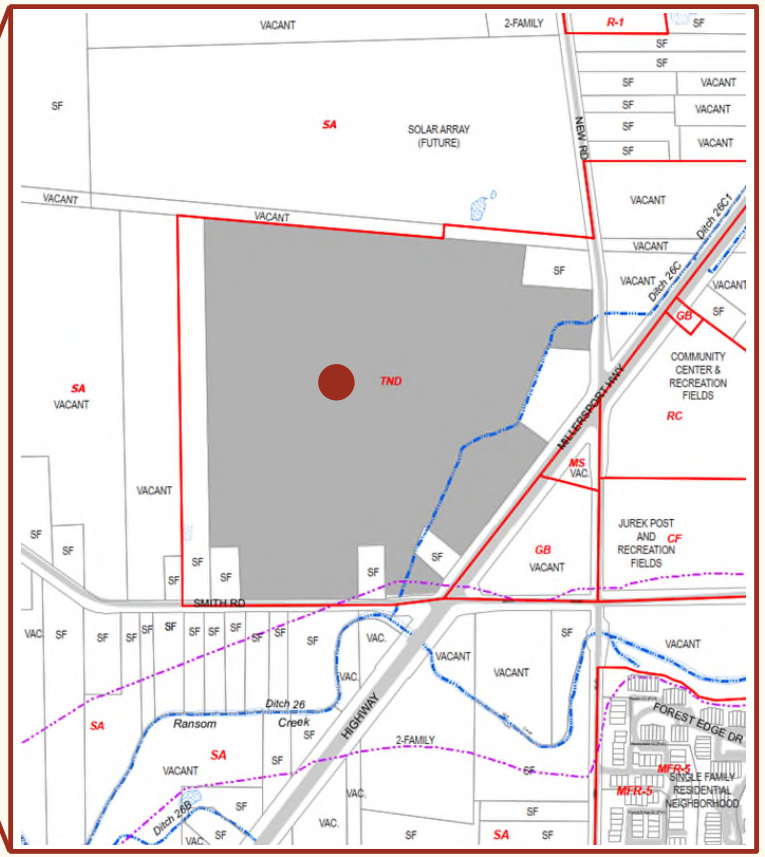
Location:

- The subject property is located at the northwest corner of the intersection of Millersport Highway and Smith Road.

Current Zoning:

- Traditional Neighborhood Development (TND)





N

Attachment: Kulpa-Ltr-Date-05-22-24 (millersport hwy) (COM-2024-45 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

Existing Development:

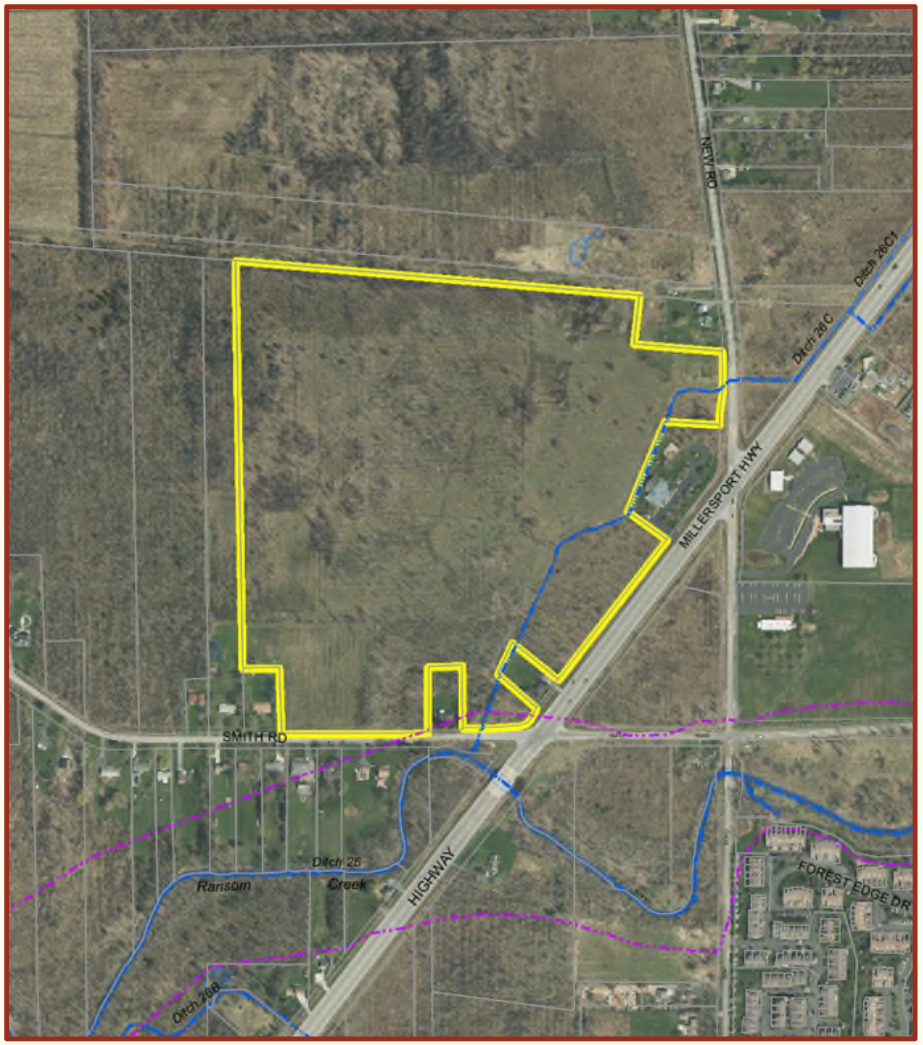
- The subject property is currently undeveloped and with a mix of woodland, wetland and meadow areas.

Development Size:

- 67.2 ± acres (total site)
- 850 ± feet of frontage on Smith Road
- 715 ± feet of frontage on Millersport Hwy

Neighboring Uses:

- North: Solar Array (future)
- South: Single-Family Residential
- East: Community Center/Recreation Fields
- West: Single-Family Residential



Attachment: Kulpa-Ltr-Date-05-22-24 (millersport hwy) (COM-2024-45 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

Project Description

- Site Plan for a proposed development consisting of 38 patio homes, 40 townhomes (Phase 1), and water, sewer, stormwater and road improvements. The previously proposed Agricultural Park at the north end of the site has been eliminated in order to shift the housing out of the regulated wetlands identified in an updated delineation.

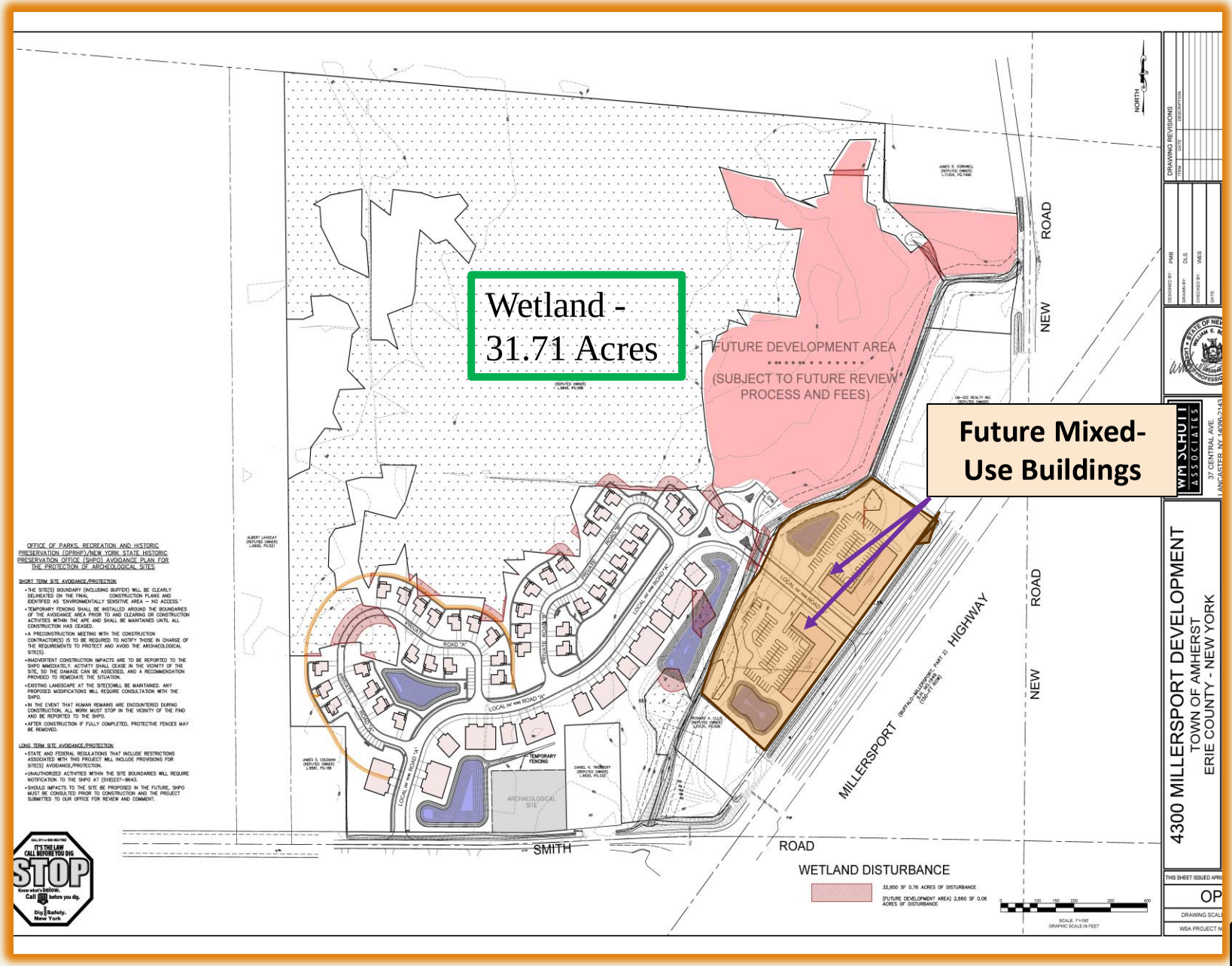
Attachment: Kulpa-Ltr-Date-05-22-24 (millersport hwy) (COM-2024-45 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

Site Plan

Attachment: Kulpa-Ltr-Date-05-22-24 (millersport hwy) (COM-2024-45 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

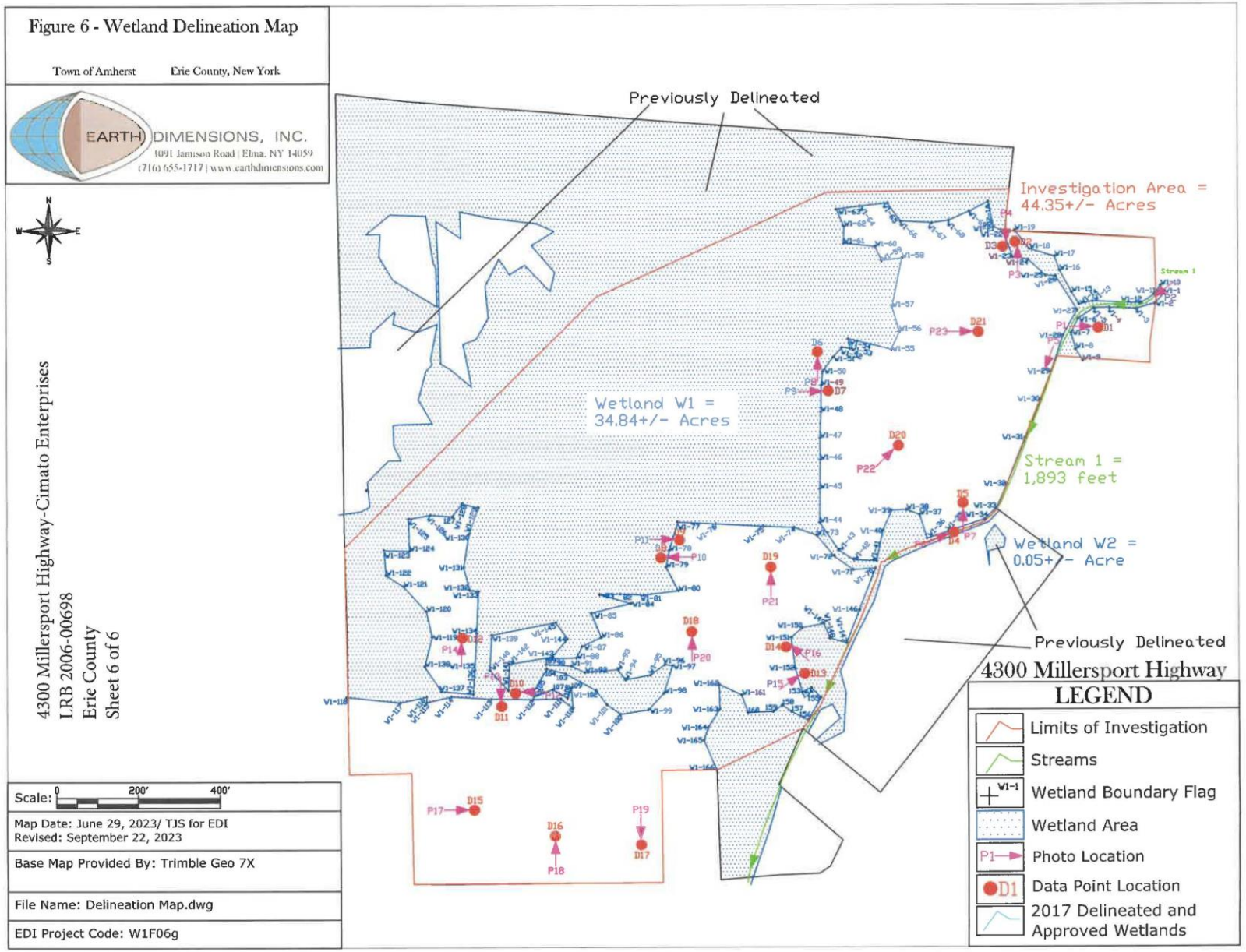
SITE PLAN APPROVED BY THE PLANNING BOARD ON FEBRUARY 21, 2023:

- Project Site is properly zoned Traditional Neighborhood Development ("TND") pursuant to the Town of Amherst Zoning Map
- Project Site was rezoned by the Town Board to TND to eliminate its previously proposed use as a Wal-Mart Supercenter
- Jurisdictional Determination issued by the USACE on January 17, 2019 [0.76 acres of wetland impacts]
- The residential components of the project consisted of 38 patio homes and 7 townhome buildings consisting of 4 units each and 6 townhome building consisting of 2 unit each [40 total townhome units]
- Future Development Area was previously envisioned for commercial agricultural use per discussions with the Town



UPDATED WETLAND MAP:

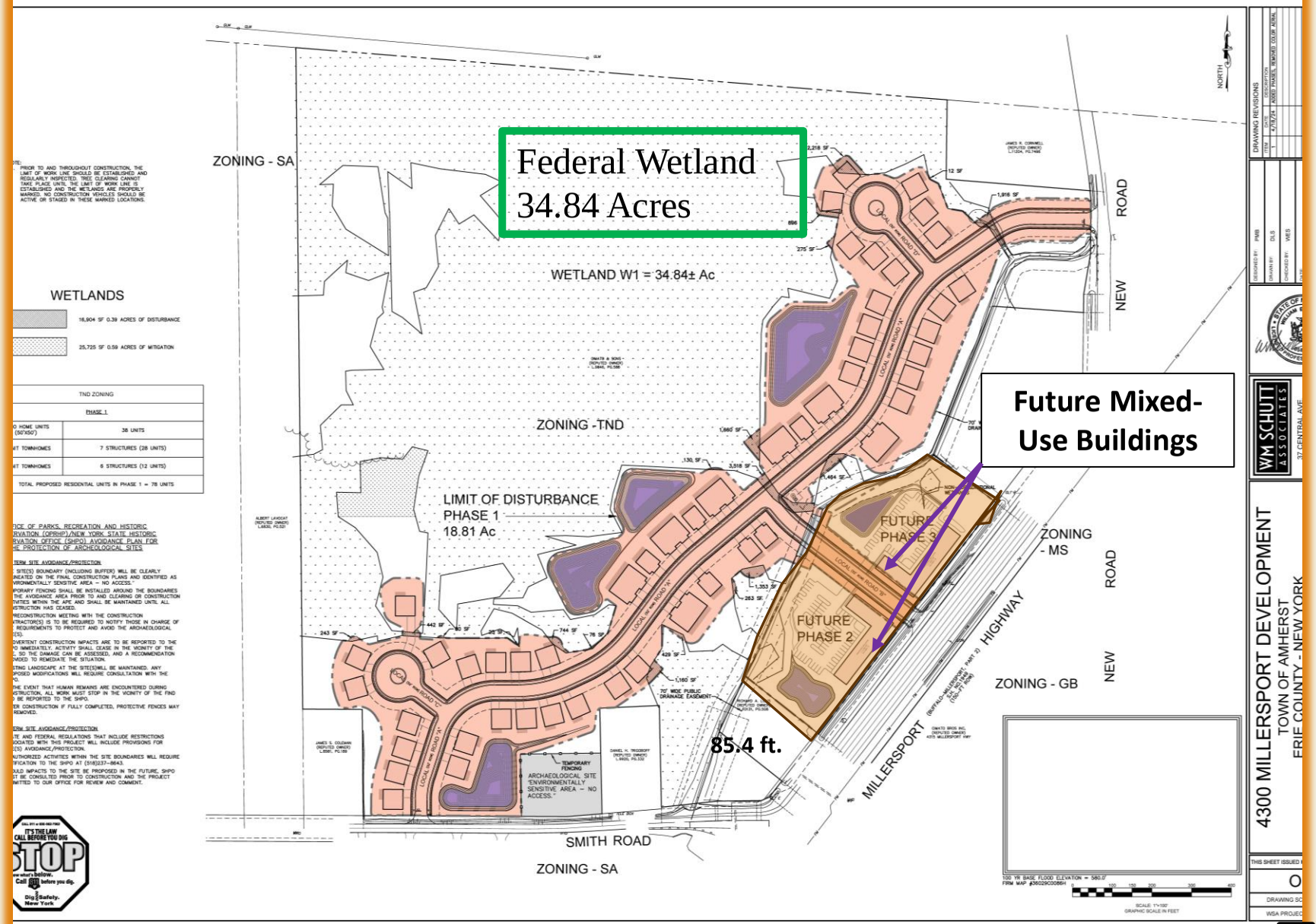
- The Applicant was required to obtain an updated wetland delineation of the Project Site.
- The United States Army Corps of Engineers issued a Jurisdictional Determination on January 18, 2024
- 34.84 acres of jurisdictional federal wetlands located on the Project Site
- Project team has made a concerted effort to minimize the wetland impacts to the maximum extent practicable



Attachment: Kulpa-Ltr-Date-05-22-24 (millersport hwy) (COM-2024-45 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

UPDATED SITE PLAN DATED FEBRUARY 1, 2024:

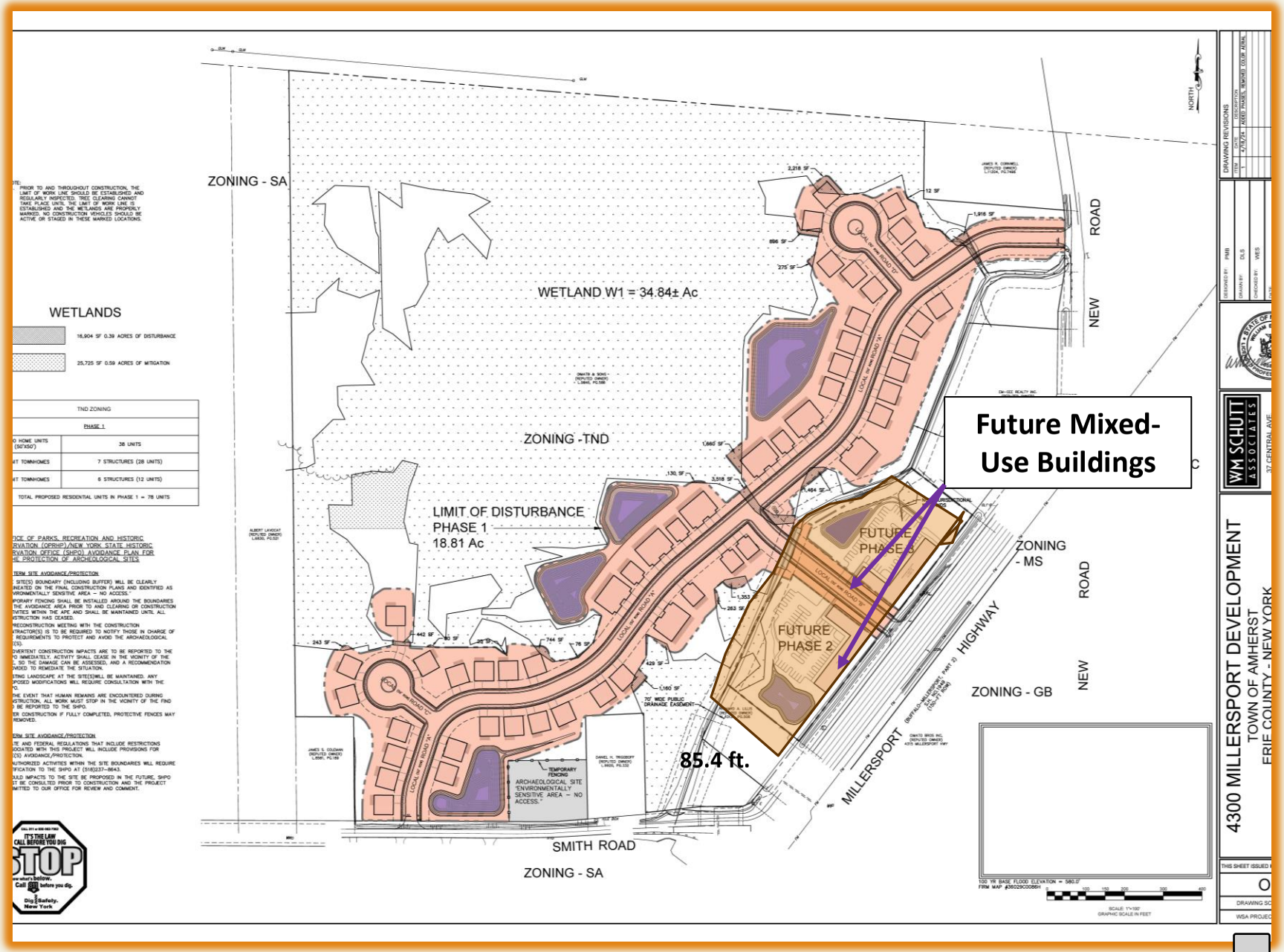
- No change in project density despite incorporating the "Future Development Area" [78 residential units]
  - 38 patio homes
  - 7 four-unit townhomes
  - 6 two-unit townhomes
  - Public roadway
- Joint Application prepared by Tom Somerville of Earth Dimensions dated February 2nd as submitted to both the New York State Department of Environmental Conservation ("NYSDEC") and the United States Army Corps of Engineers ("USACE") along with a complete copy of the Wetland Mitigation Plan Report dated February 2nd
- The Applicant is seeking a wetland permit from the USACE to authorize impacts to 0.39 acres of the jurisdictional wetlands and the proposed mitigation consists of the creation of 0.58 acres of on-site wetlands



Attachment: Kulpa-Ltr-Date-05-22-24 (millersport hwy) (COM-2024-45 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

CURRENT SITE PLAN:

- Out-of-District Sanitary Sewer Agreement approved by the Town Board
- Not seeking approval of future Phase 2 of the mixed-use project
- The NYSDOT approved the driveway connection to Millersport Highway in August of 2023
- Access onto Millersport Highway is essential to Future Phase 2 mixed-use buildings
- Project has been reviewed and approved by Town Departments and Committees



E-MAIL FROM NYSDOT DATED AUGUST 2, 2024:

From: Andrew Burns
To: Pat Bittar; Sean Hopkins; Fred Cimato
Cc: David Cox; projects
Subject: FW: 4300 Millersport Highway Comments
Date: Wednesday, August 2, 2023 11:34:02 AM
Attachments: 4300 Millersport NYSDOT Engineers Estimate 080123.pdf

NYSDOT was accepting of the estimate. A surety bond of $92,496 will be required for permit issuance.

Sincerely,
Andy Burns
Senior Project Engineer
Cell: 585-451-5843
Office: 585-760-8565

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passero.com

PASSERO

From: Hebert, Kevin P (DOT) <Kevin.Hebert@dot.ny.gov>
Sent: Wednesday, August 2, 2023 8:08 AM
To: Andrew Burns <aburns@passero.com>
Cc: Kirby, Brian (DOT) <Brian.Kirby@dot.ny.gov>; Roche, Michael J. (DOT) <Michael.Roche@dot.ny.gov>; David Cox <dcox@passero.com>
Subject: RE: 4300 Millersport Highway Comments

EXTERNAL

Andy,

This looks acceptable, please add the additional 20% to the estimate for the bonding amount.

-Kevin

From: Andrew Burns <aburns@passero.com>
Sent: Tuesday, August 1, 2023 4:54 PM
To: Hebert, Kevin P (DOT) <Kevin.Hebert@dot.ny.gov>
Cc: Kirby, Brian (DOT) <Brian.Kirby@dot.ny.gov>; Roche, Michael J. (DOT) <Michael.Roche@dot.ny.gov>; David Cox <dcox@passero.com>
Subject: RE: 4300 Millersport Highway Comments

Some people who received this message don't often get email from aburns@passero.com. Learn why this is important

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Good afternoon Kevin,

Attached is the engineer's estimate for work within the ROW for your review and approval prior to submitting the performance bond. If acceptable, we will use this as a basis of cost.

Thanks!

Sincerely,
Andy Burns
Senior Project Engineer
Cell: 585-451-5843
Office: 585-760-8565

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PASSERO

From: Hebert, Kevin P (DOT) <Kevin.Hebert@dot.ny.gov>
Sent: Monday, July 24, 2023 10:21 AM
To: Andrew Burns <aburns@passero.com>
Cc: Kirby, Brian (DOT) <Brian.Kirby@dot.ny.gov>; Roche, Michael J. (DOT) <Michael.Roche@dot.ny.gov>
Subject: 4300 Millersport Highway Comments

EXTERNAL

Andrew,

The NYSDOT has reviewed the submittal package for the mixed use development located at 4300 Millersport Highway in Amherst, NY Attached are the comments the NYSDOT has for the site. If you have any question or concerns please contact myself or Brian Kirby (brian.kirby@dot.ny.gov) and we will address any concerns you may have.

Kevin Hebert, PE
Professional Engineer 1, Region 5 Traffic and Safety
Regional Major Commercial Dev. Coordinator
New York State Department of Transportation
100 Seneca Street, Buffalo, NY 14203
(716) 847-5256 Kevin.Hebert@dot.ny.gov
www.dot.ny.gov

Conceptual Elevation for Two-Unit Townhomes:

FRONT ELEVATION

THE CAMBRIDGE A

SCALE: 1/8" = 1'-0"

DATE:

Conceptual Elevation for Four-Unit Townhomes:

FRONT ELEVATION

THE CAMBRIDGE A

SCALE: 3/32" = 1'-0"

DATE:

CONSISTENCY WITH THE ADOPTED COMPREHENSIVE PLAN:

- Figure 6 of the Comprehensive Plan consisting of the Town's Conceptual Land Use Map indicates the Project Site is designated as "Special Use Center"
- Page 3-45 of the Comprehensive Plan ("Millersport Highway/New Road/Smith Road:"):
  - "This proposed activity center is located at the intersection of three highways and Ransom Creek in the North Amherst Focal Planning Area. It represents one of the Town's most interesting opportunities for creative, mixed-use development.
  - The area is comprised of several parcels that had long been designated for larger-scale commercial development. Zoning of a large parcel there was changed to Traditional Neighborhood Development (TND) to encourage a planned unit development approach. The quantity of retail use permitted by existing zoning in the area may no longer be necessary or feasible to serve the population of the surrounding, largely rural area. However, this area has potential to develop in a low scale form comprised of mixed residential and commercial uses typical of traditional areas

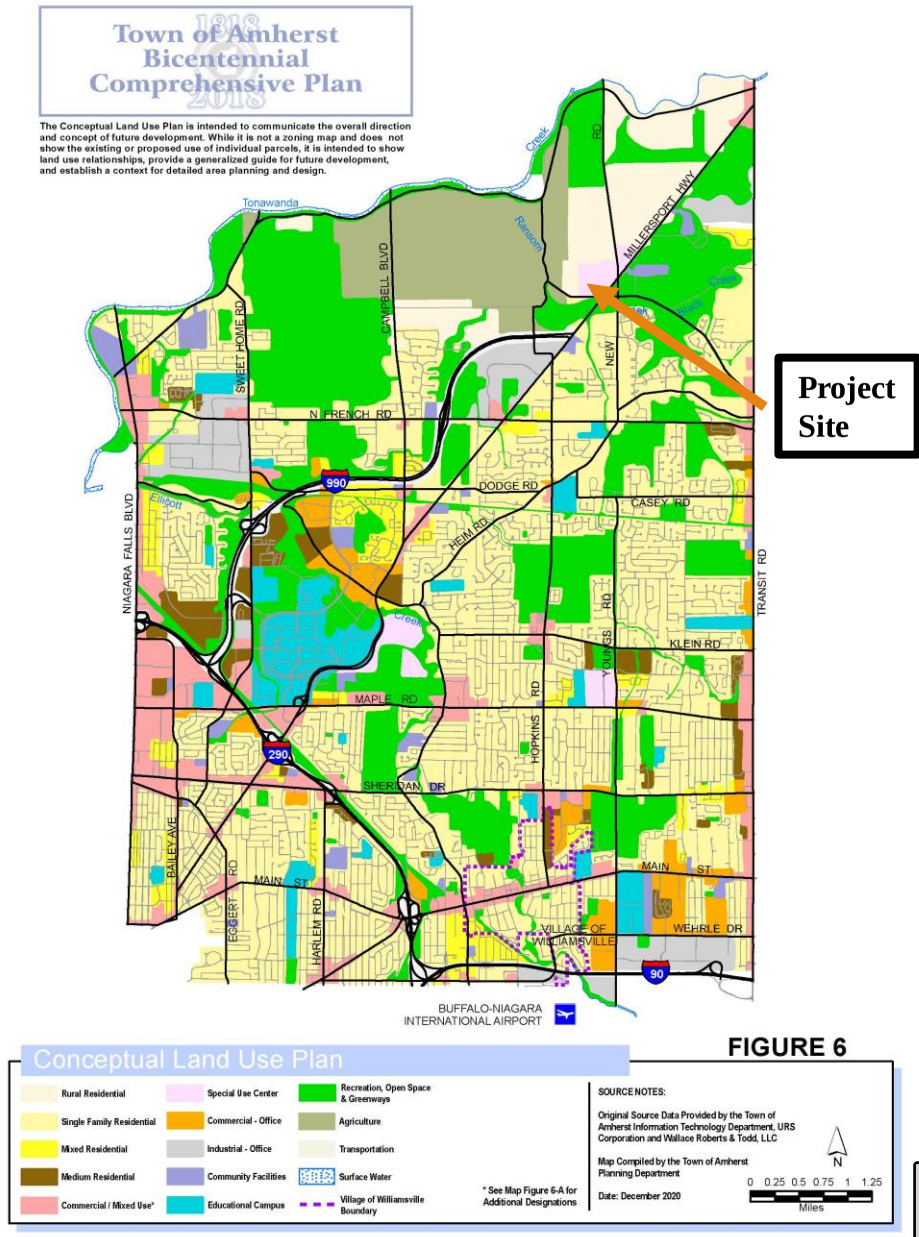
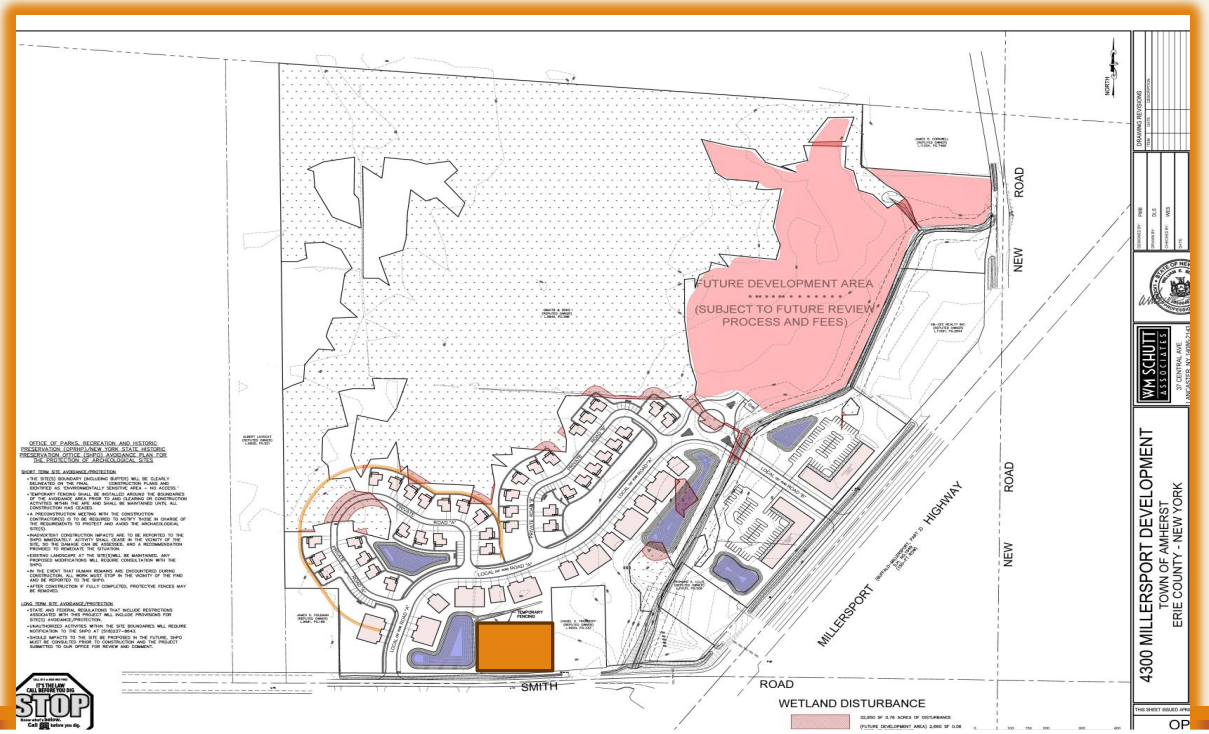


FIGURE 6

Attachment: Kulpa-Ltr-Date-05-22-24 (millersport hwy) (COM-2024-45 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

State Environmental Quality Review Act ("SEQRA"):

- **Impacts on Historic and Archeological Resources**:
  - No Impact Determination Letter issued by the NYS Office of Parks, Recreation and Historic Perseveration on July 27, 2022
  - Avoid of small portion of the Project Site per input received from SHPO
  - "Based on this review, it is the SHPO's opinion that this project will have No Effect upon cultural resources in or eligible for inclusion in the National Register of Historic Places."



NEW YORK STATE OF OPPORTUNITY | Parks, Recreation, and Historic Preservation

KATHY HOCHUL
Governor

ERIK KULLESEID
Commissioner

July 27, 2022

Ms. Lesta Ammons
USACE
1776 Niagara Street
Buffalo, NY 14207

Re: USACE
Millersport Highway 67-Lot Residential Subdivision Construction Project
4300 Millersport Highway, Amherst, Erie County, NY
19PR01607
2006-00698

Dear Ms. Ammons:

Thank you for continuing to consult with the New York State Historic Preservation Office (SHPO). We have reviewed the project in accordance with Section 106 of the National Historic Preservation Act of 1966. These comments are those of the SHPO and relate only to Historic/Cultural resources.

We are in receipt of the updated project maps showing the avoidance area for the PCI/Smith Road-1 Historic Site (USN 02902.000856). The SHPO understands there is a commitment by the project sponsor to implement the site avoidance measures provided by this office on July 1, 2019. Based on that commitment, the SHPO rescinds its previous recommendation (dated March 20, 2019) for a Phase I archaeological survey.

Based on this review, it is the SHPO's opinion that this project will have No Effect upon cultural resources in or eligible for inclusion in the National Registers of Historic Places.

If further correspondence is required regarding this project, please refer to the DHP Project Review (PR) number noted above. If you have any questions, please do not hesitate to contact me at andrew.farry@parks.ny.gov or 518.268.2185.

Sincerely,

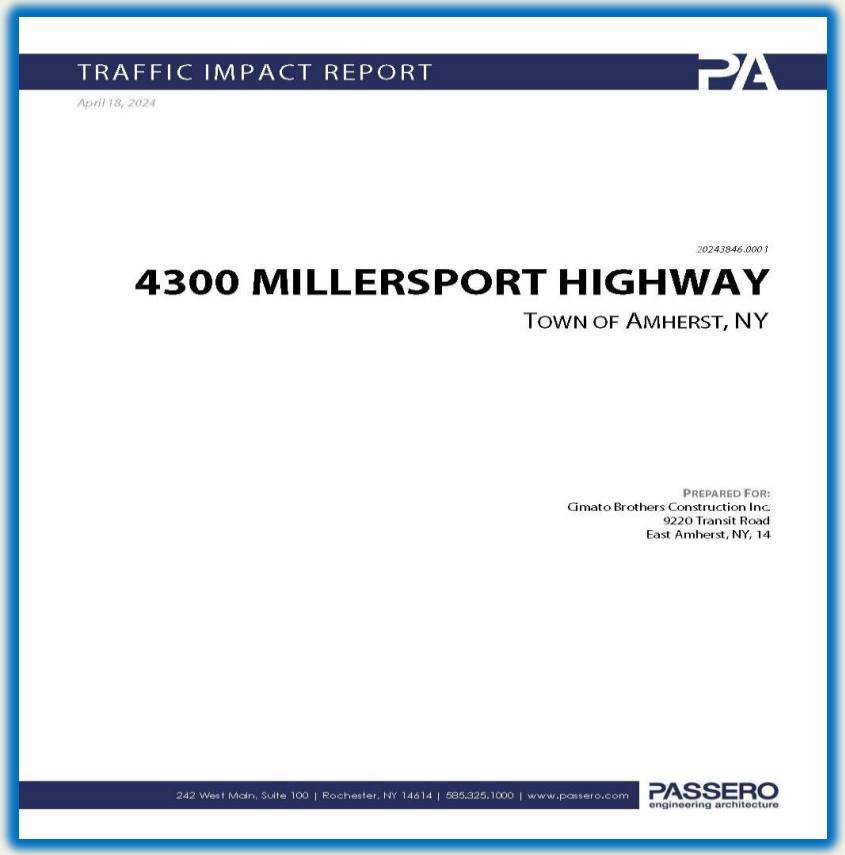
Andrew Farry, Ph.D.
Scientist/Archaeology

Cc: Doug Perrelli, Archaeological Survey
Scott Livingstone, Earth Dimensions

New York State Office of Parks, Recreation and Historic Preservation
Division for Historic Preservation, Peebles Island, PO Box 189, Waterford, New York 12188-0189
(518) 237-8643 • https://parks.ny.gov/shpo

Traffic Impacts:

- Updated Traffic Impact Study prepared by SRF Associates dated April 18, 2024 included the Phase 2 mixed-use buildings along Millersport Highway
- **Conclusion and Recommendations of SRF Associates**:
  - 1. The proposed project is expected to generate approximately 36 entering/55 exiting vehicle trips during the AM peak hour and 108 entering/96 exiting vehicle trips during the PM peak hour. When considering ITE published pass-by trip rates and professional judgement, the resulting new trips added to the highway system is approximately 36 entering/55 exiting during the AM peak hour and 90 entering/78 exiting during the PM peak hour.
  - 2. A southbound right-turn lane is warranted per NYSDOT feedback and guidelines at the proposed Millersport Highway/Proposed Access intersection. The right-turn lane should be up to 325 feet in length, including the taper.
  - 3. The proposed access intersections are projected to operate at LOS B or better during the AM and PM peak hours. No capacity improvements are warranted nor recommended under full build conditions.
  - 4. With the recommended improvement in place, there are no potentially significant adverse traffic impacts.


TRAFFIC IMPACT REPORT

April 18, 2024

20243846.0001

4300 MILLERSPORT HIGHWAY

TOWN OF AMHERST, NY

PREPARED FOR:
Cimato Brothers Construction Inc.
9220 Transit Road
East Amherst, NY, 14

242 West Main, Suite 100 | Rochester, NY 14614 | 585.325.1000 | www.passero.com

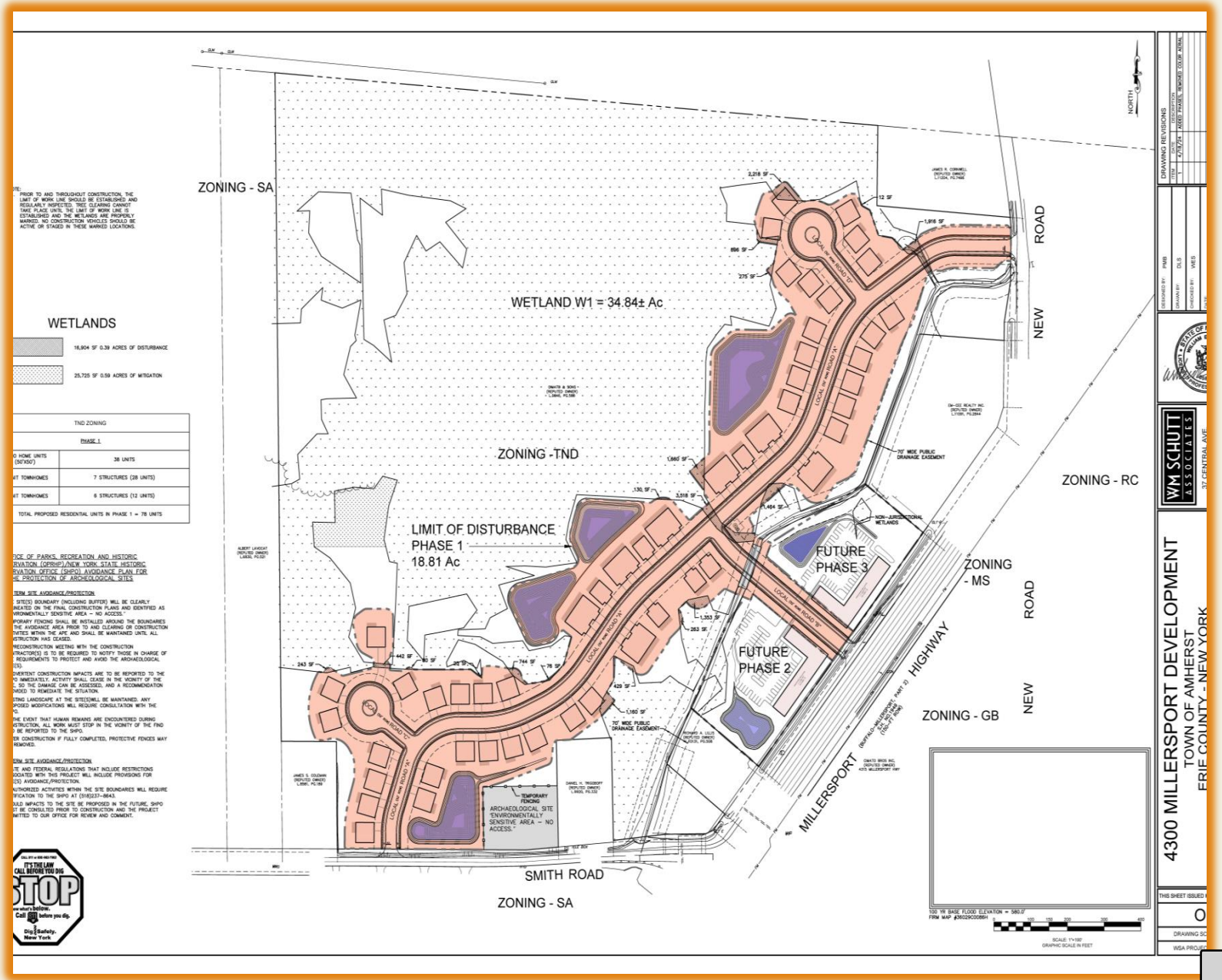
PASSERO engineering architecture

Table 3: *Site Generated Trips*

Description	Size	AM Peak Hour		PM Peak Hour	
		Enter	Exit	Enter	Exit
Patio Homes (ITE 210)	38 units	7	20	23	13
Townhomes (ITE 215)	40 units	5	14	13	10
Retail (ITE 822)	±22,080 SF	31	21	72	73
Total Trip Generation		**36**	**55**	**108**	**96**
Pass-by Trips		*-0*	*-0*	*-18*	*-18*
Total New Trips		**36**	**55**	**90**	**78**

SITE PLAN:

- The engineered plans and supporting technical documentation prepared by Wm. Schutt & Associates P.C. has been reviewed by Town Departments and Committees
  - The Fire Chief's Association Memorandum memo issued on May 2, 2024
  - Building Department conditioned approval dated May 14, 2024
  - Engineering Department (Sanitary Sewer) conditioned approval dated May 2, 2024
  - Engineering Services Division conditioned approval dated April 29, 2024
  - Assessor's Office conditioned approval on April 5, 2024
  - Plumbing Division approval on April 2, 2024
  - Right-of-Way Agent approval on May 9, 2024
  - Traffic Safety Board conditioned approval on May 7, 2024



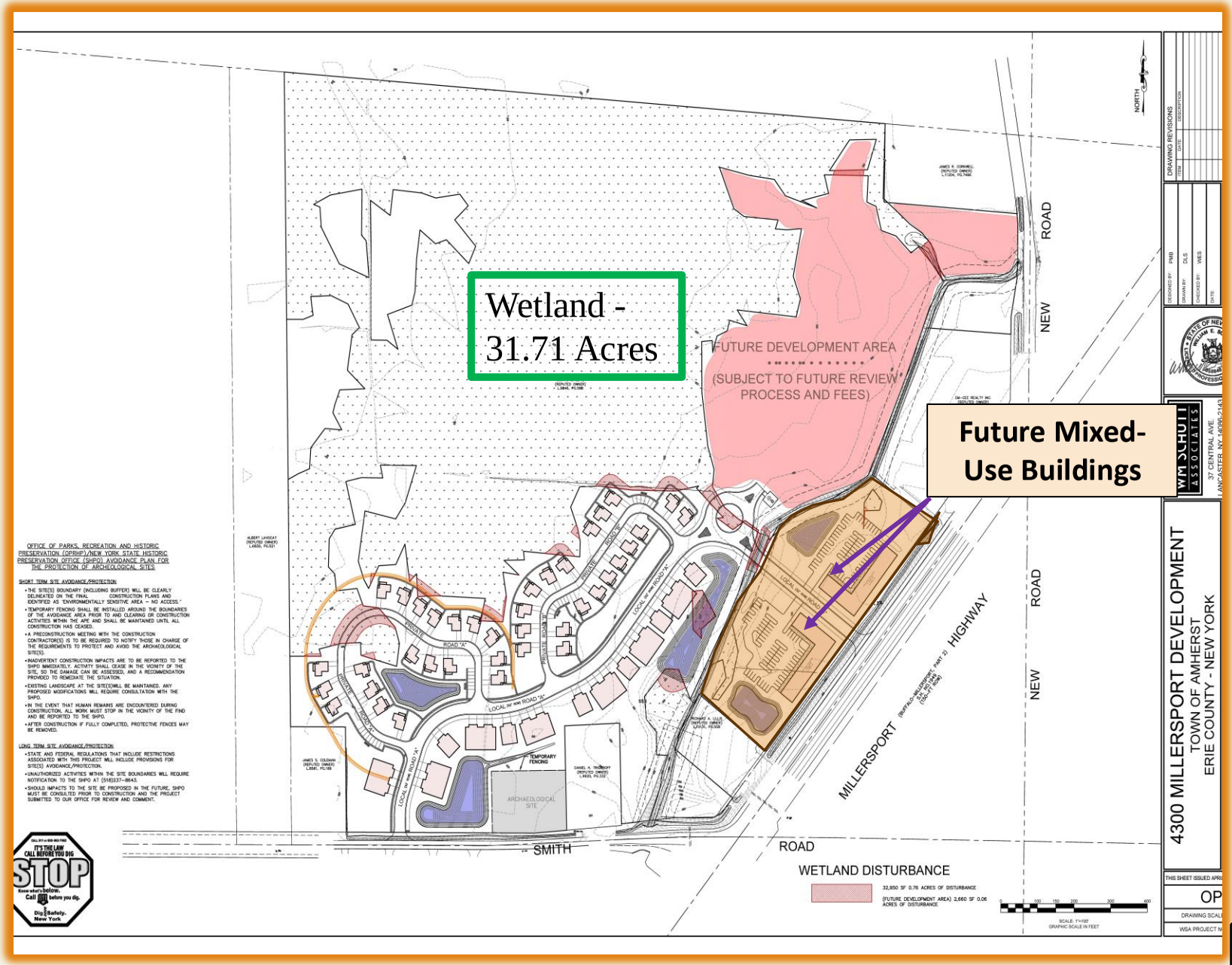
Conclusion:

- Requesting issuance of a Negative Declaration pursuant to SEQRA and granting of Site Plan Approval subject to appropriate conditions
- Questions…

Attachment: Kulpa-Ltr-Date-05-22-24 (millersport hwy) (COM-2024-45 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

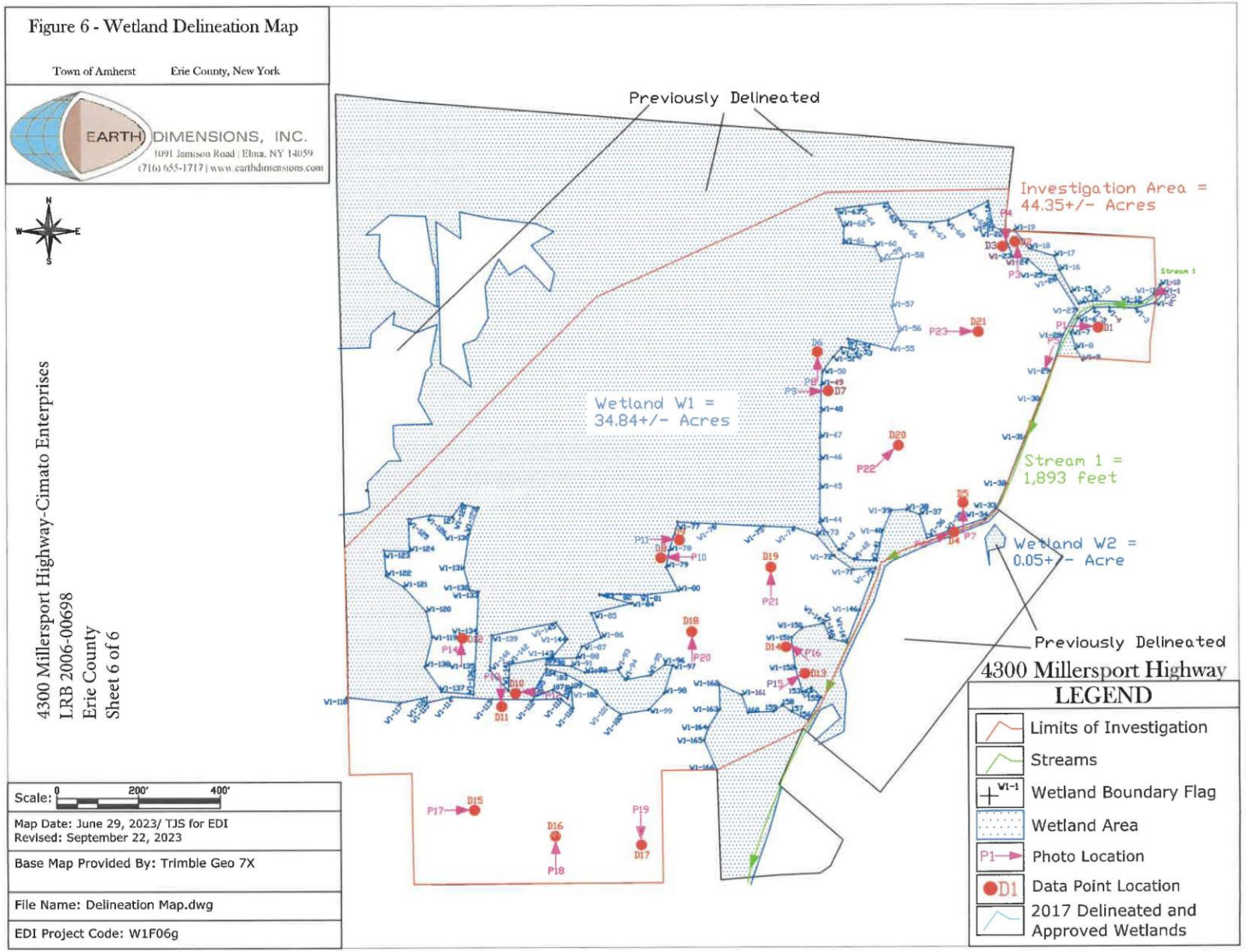
SITE PLAN APPROVED BY THE PLANNING BOARD ON FEBRUARY 21, 2023:

- Project Site is properly zoned Traditional Neighborhood Development ("TND") pursuant to the Town of Amherst Zoning Map
- Project Site was rezoned by the Town Board to TND to eliminate its previously proposed use as a Wal-Mart Supercenter
- Jurisdictional Determination issued by the USACE on January 17, 2019 [0.76 acres of wetland impacts]
- The residential components of the project consisted of 38 patio homes and 7 townhome buildings consisting of 4 units each and 6 townhome building consisting of 2 unit each [40 total townhome units]
- Future Development Area was previously envisioned for commercial agricultural use per discussions with the Town



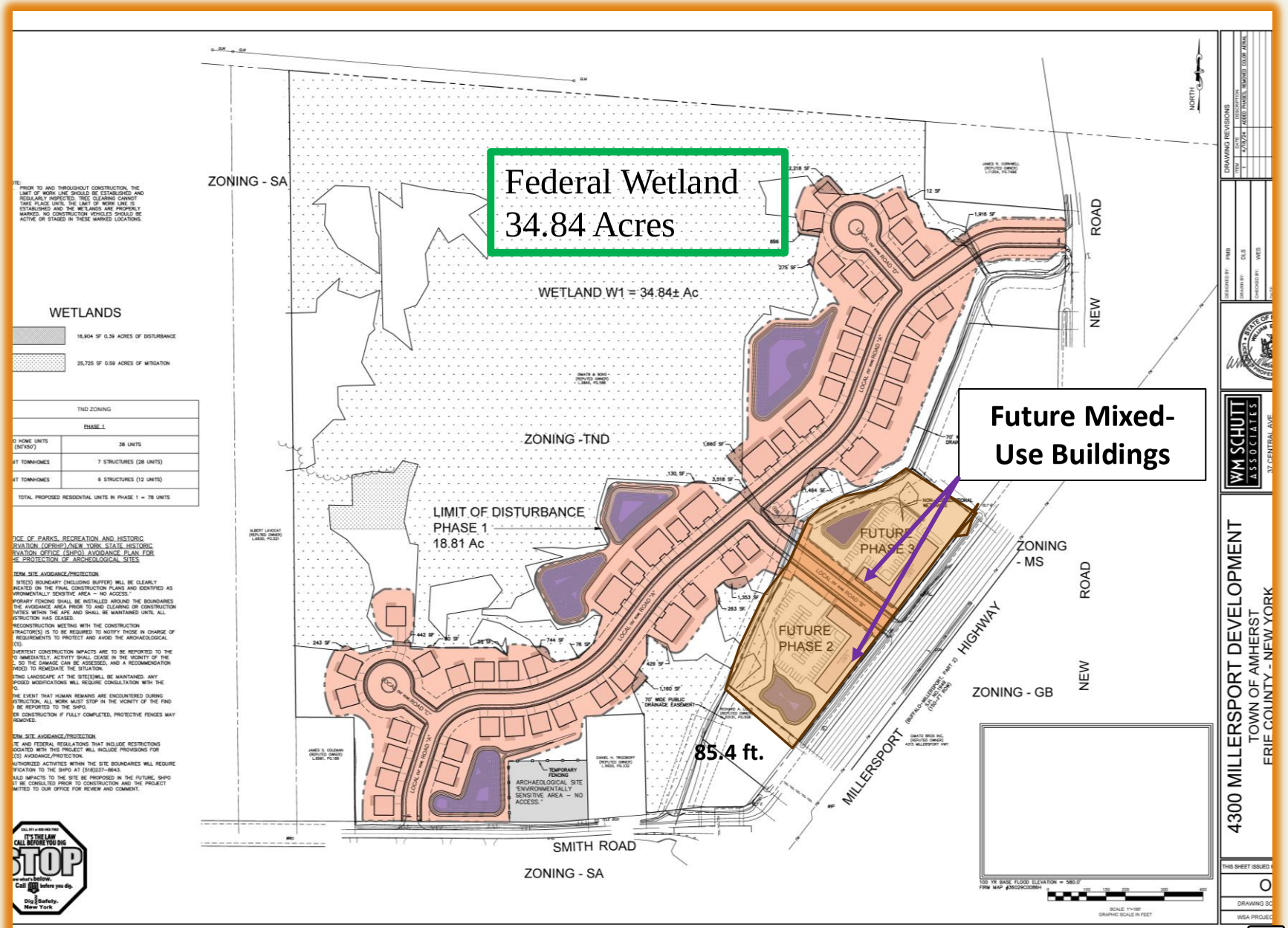
UPDATED WETLAND MAP:

- The Applicant was required to obtain an updated wetland delineation of the Project Site.
- The United States Army Corps of Engineers issued a Jurisdictional Determination on January 18, 2024
- 34.84 acres of jurisdictional federal wetlands located on the Project Site
- Project team has made a concerted effort to minimize the wetland impacts to the maximum extent practicable



UPDATED SITE PLAN DATED FEBRUARY 1, 2024:

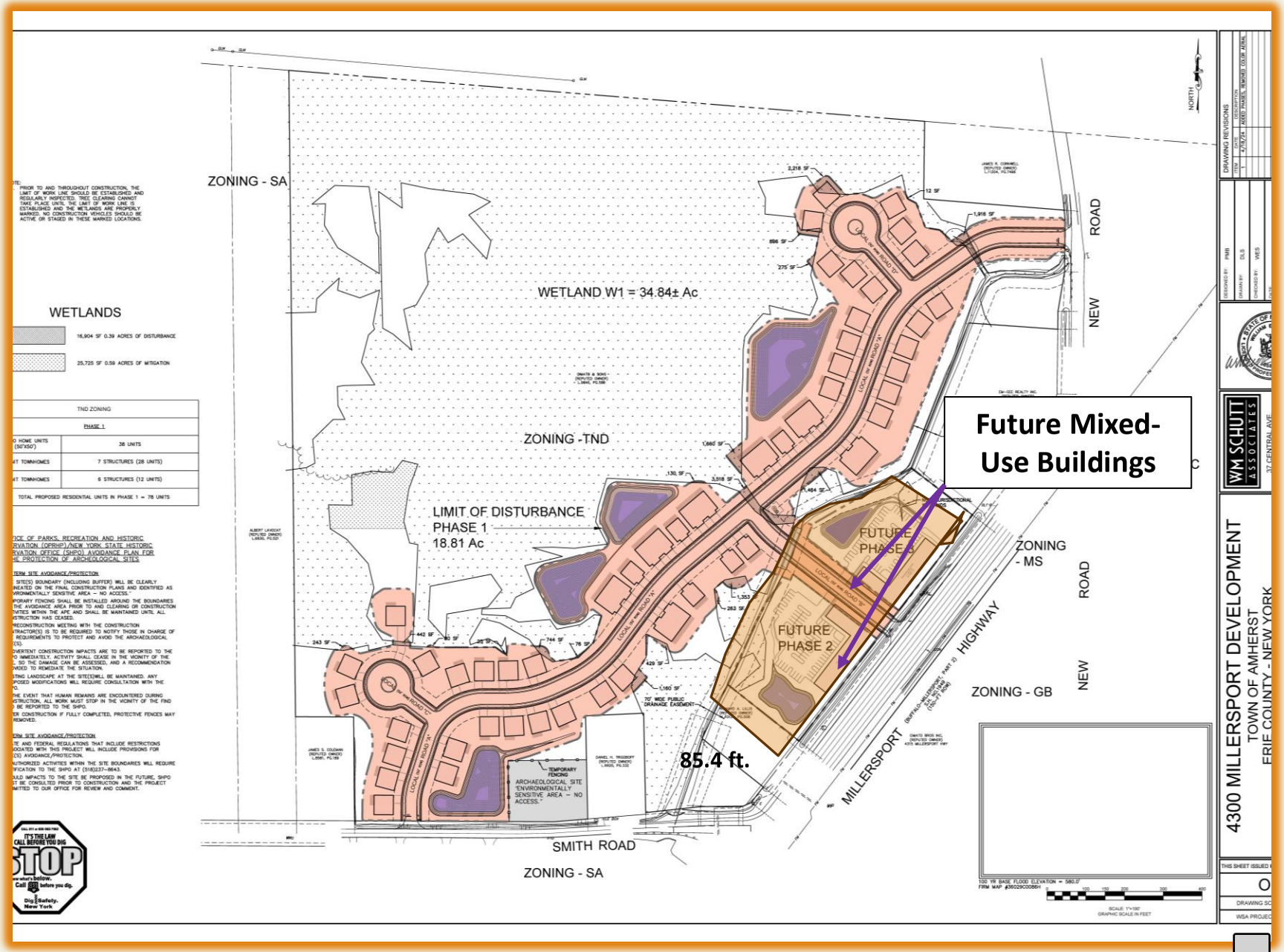
- No change in project density despite incorporating the "Future Development Area" [78 residential units]
  - 38 patio homes
  - 7 four-unit townhomes
  - 6 two-unit townhomes
  - Public roadway
- Joint Application prepared by Tom Somerville of Earth Dimensions dated February 2nd as submitted to both the New York State Department of Environmental Conservation ("NYSDEC") and the United States Army Corps of Engineers ("USACE") along with a complete copy of the Wetland Mitigation Plan Report dated February 2nd
- The Applicant is seeking a wetland permit from the USACE to authorize impacts to 0.39 acres of the jurisdictional wetlands and the proposed mitigation consists of the creation of 0.58 acres of on-site wetlands



Attachment: Kulpa-Ltr-Date-05-22-24 (millersport hwy) (COM-2024-45 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

CURRENT SITE PLAN:

- Out-of-District Sanitary Sewer Agreement approved by the Town Board
- Not seeking approval of future Phase 2 of the mixed-use project
- The NYSDOT approved the driveway connection to Millersport Highway in August of 2023
- Access onto Millersport Highway is essential to Future Phase 2 mixed-use buildings
- Project has been reviewed and approved by Town Departments and Committees



E-MAIL FROM NYSDOT DATED AUGUST 2, 2024:

From: Andrew Burns
To: Pat Bittar; Sean Hopkins; Fred Cimato
Cc: David Cox; projects
Subject: FW: 4300 Millersport Highway Comments
Date: Wednesday, August 2, 2023 11:34:02 AM
Attachments: 4300 Millersport NYSDOT Engineers Estimate 080123.pdf

NYSDOT was accepting of the estimate. A surety bond of $92,496 will be required for permit issuance.

Sincerely,
Andy Burns
Senior Project Engineer
Cell: 585-451-5843
Office: 585-760-8565

PASSERO ASSOCIATES
Service. Solutions. Results.
passero.com

PASSERO

From: Hebert, Kevin P (DOT) <Kevin.Hebert@dot.ny.gov>
Sent: Wednesday, August 2, 2023 8:08 AM
To: Andrew Burns <aburns@passero.com>
Cc: Kirby, Brian (DOT) <Brian.Kirby@dot.ny.gov>; Roche, Michael J. (DOT) <Michael.Roche@dot.ny.gov>; David Cox <dcox@passero.com>
Subject: RE: 4300 Millersport Highway Comments

EXTERNAL

Andy,

This looks acceptable, please add the additional 20% to the estimate for the bonding amount.

-Kevin

From: Andrew Burns <aburns@passero.com>
Sent: Tuesday, August 1, 2023 4:54 PM
To: Hebert, Kevin P (DOT) <Kevin.Hebert@dot.ny.gov>
Cc: Kirby, Brian (DOT) <Brian.Kirby@dot.ny.gov>; Roche, Michael J. (DOT) <Michael.Roche@dot.ny.gov>; David Cox <dcox@passero.com>
Subject: RE: 4300 Millersport Highway Comments

Some people who received this message don't often get email from aburns@passero.com. Learn why this is important

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Good afternoon Kevin,

Attached is the engineer's estimate for work within the ROW for your review and approval prior to submitting the performance bond. If acceptable, we will use this as a basis of cost.

Thanks!

Sincerely,
Andy Burns
Senior Project Engineer
Cell: 585-451-5843
Office: 585-760-8565

PASSERO ASSOCIATES
Service. Solutions. Results.
passero.com

PASSERO

From: Hebert, Kevin P (DOT) <Kevin.Hebert@dot.ny.gov>
Sent: Monday, July 24, 2023 10:21 AM
To: Andrew Burns <aburns@passero.com>
Cc: Kirby, Brian (DOT) <Brian.Kirby@dot.ny.gov>; Roche, Michael J. (DOT) <Michael.Roche@dot.ny.gov>
Subject: 4300 Millersport Highway Comments

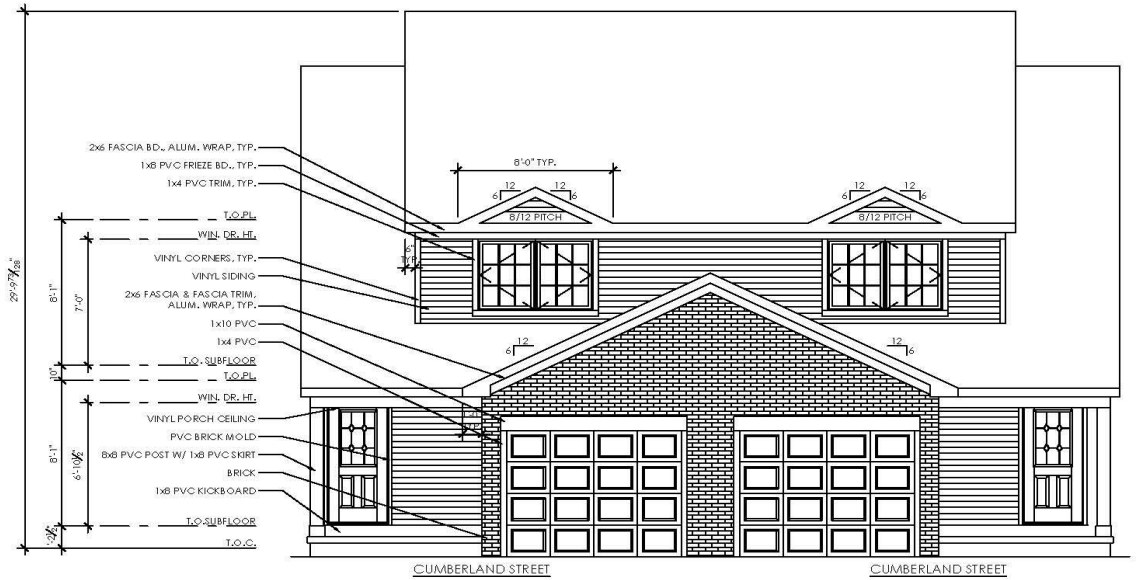
EXTERNAL

Andrew,

The NYSDOT has reviewed the submittal package for the mixed use development located at 4300 Millersport Highway in Amherst, NY Attached are the comments the NYSDOT has for the site. If you have any question or concerns please contact myself or Brian Kirby (brian.kirby@dot.ny.gov) and we will address any concerns you may have.

Kevin Hebert, PE
Professional Engineer 1, Region 5 Traffic and Safety
Regional Major Commercial Dev. Coordinator
New York State Department of Transportation
100 Seneca Street, Buffalo, NY 14203
(716) 847-5256 Kevin.Hebert@dot.ny.gov
www.dot.ny.gov

Conceptual Elevation for Two-Unit Townhomes:



FRONT ELEVATION

THE CAMBRIDGE A

SCALE: 1/8" = 1'-0"

DATE:

Conceptual Elevation for Four-Unit Townhomes:

FRONT ELEVATION

THE CAMBRIDGE A

SCALE: 3/32" = 1'-0"

DATE:

CONSISTENCY WITH THE ADOPTED COMPREHENSIVE PLAN:

- Figure 6 of the Comprehensive Plan consisting of the Town's Conceptual Land Use Map indicates the Project Site is designated as "Special Use Center"
- Page 3-45 of the Comprehensive Plan ("Millersport Highway/New Road/Smith Road:"):
  - "This proposed activity center is located at the intersection of three highways and Ransom Creek in the North Amherst Focal Planning Area. It represents one of the Town's most interesting opportunities for creative, mixed-use development.
  - The area is comprised of several parcels that had long been designated for larger-scale commercial development. Zoning of a large parcel there was changed to Traditional Neighborhood Development (TND) to encourage a planned unit development approach. The quantity of retail use permitted by existing zoning in the area may no longer be necessary or feasible to serve the population of the surrounding, largely rural area. However, this area has potential to develop in a low scale form comprised of mixed residential and commercial uses typical of traditional areas

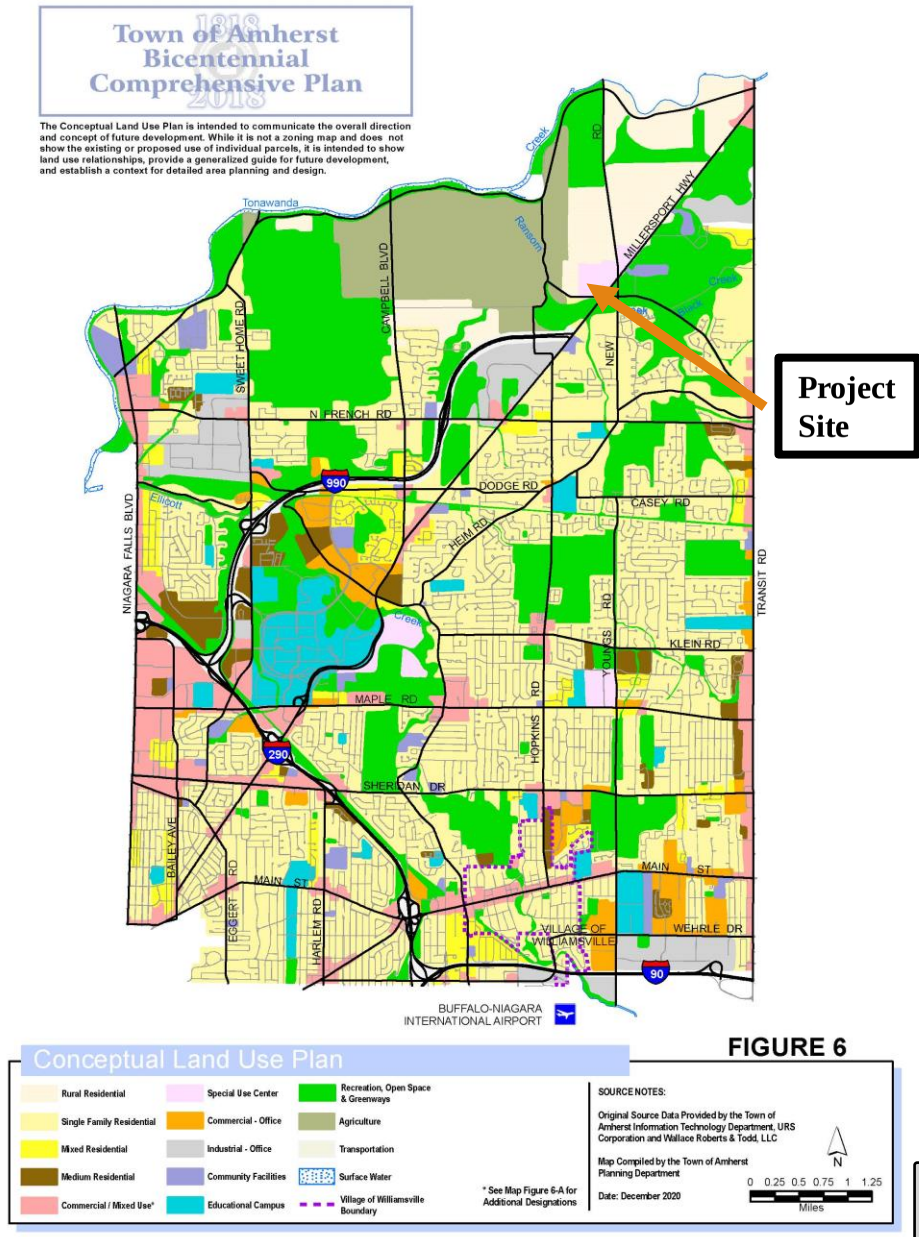
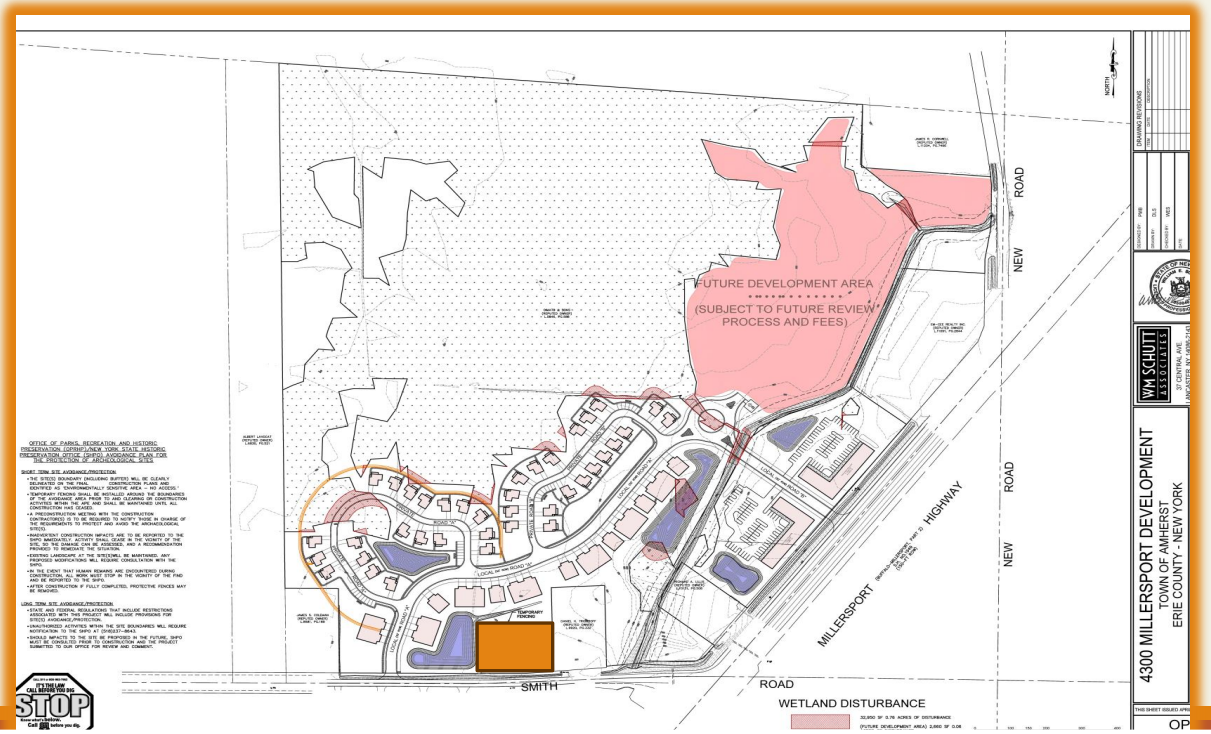


FIGURE 6

Attachment: Kulpa-Ltr-Date-05-22-24 (millersport hwy) (COM-2024-45 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

State Environmental Quality Review Act ("SEQRA"):

- **<u>Impacts on Historic and Archeological Resources</u>**:
  - No Impact Determination Letter issued by the NYS Office of Parks, Recreation and Historic Perseveration on July 27, 2022
  - Avoid of small portion of the Project Site per input received from SHPO
  - "Based on this review, it is the SHPO's opinion that this project will have No Effect upon cultural resources in or eligible for inclusion in the National Register of Historic Places."



NEW YORK STATE OF OPPORTUNITY | Parks, Recreation, and Historic Preservation

KATHY HOCHUL
Governor

ERIK KULLESEID
Commissioner

July 27, 2022

Ms. Lesta Ammons
USACE
1776 Niagara Street
Buffalo, NY 14207

Re: USACE
Millersport Highway 67-Lot Residential Subdivision Construction Project
4300 Millersport Highway, Amherst, Erie County, NY
19PR01607
2006-00698

Dear Ms. Ammons:

Thank you for continuing to consult with the New York State Historic Preservation Office (SHPO). We have reviewed the project in accordance with Section 106 of the National Historic Preservation Act of 1966. These comments are those of the SHPO and relate only to Historic/Cultural resources.

We are in receipt of the updated project maps showing the avoidance area for the PCI/Smith Road-1 Historic Site (USN 02902.000856). The SHPO understands there is a commitment by the project sponsor to implement the site avoidance measures provided by this office on July 1, 2019. Based on that commitment, the SHPO rescinds its previous recommendation (dated March 20, 2019) for a Phase I archaeological survey.

Based on this review, it is the SHPO's opinion that this project will have No Effect upon cultural resources in or eligible for inclusion in the National Registers of Historic Places.

If further correspondence is required regarding this project, please refer to the DHP Project Review (PR) number noted above. If you have any questions, please do not hesitate to contact me at andrew.farry@parks.ny.gov or 518.268.2185.

Sincerely,

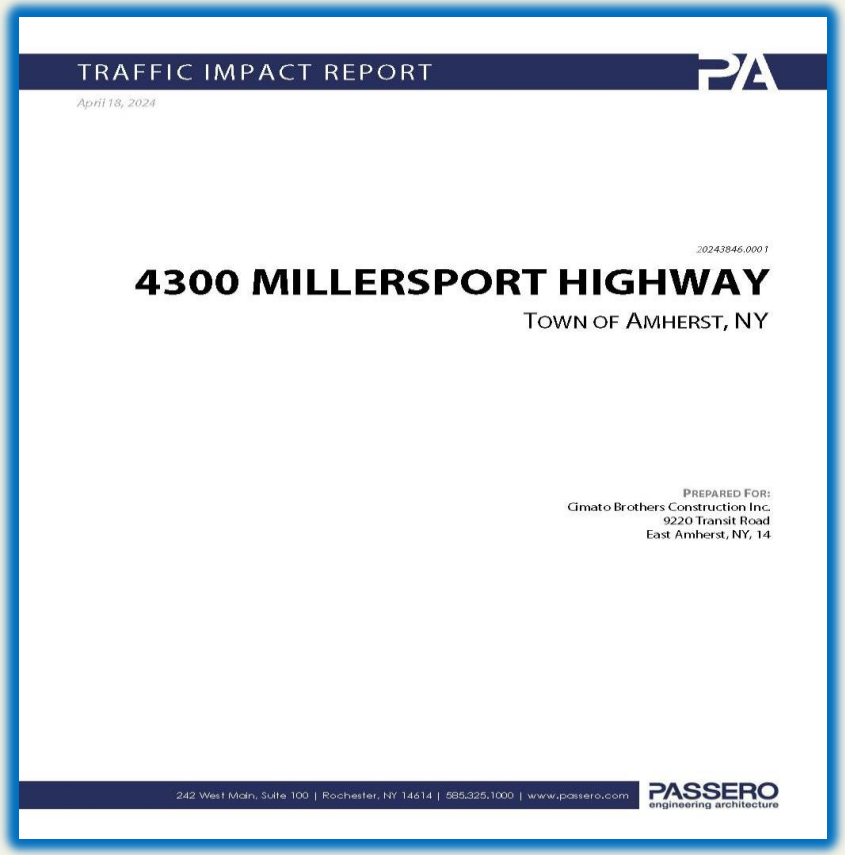
Andrew Farry, Ph.D.
Scientist/Archaeology

Cc: Doug Perrelli, Archaeological Survey
Scott Livingstone, Earth Dimensions

New York State Office of Parks, Recreation and Historic Preservation
Division for Historic Preservation, Peebles Island, PO Box 189, Waterford, New York 12188-0189
(518) 237-8643 • https://parks.ny.gov/shpo

Traffic Impacts:

- Updated Traffic Impact Study prepared by SRF Associates dated April 18, 2024 included the Phase 2 mixed-use buildings along Millersport Highway
- **Conclusion and Recommendations of SRF Associates**:
  - 1. The proposed project is expected to generate approximately 36 entering/55 exiting vehicle trips during the AM peak hour and 108 entering/96 exiting vehicle trips during the PM peak hour. When considering ITE published pass-by trip rates and professional judgement, the resulting new trips added to the highway system is approximately 36 entering/55 exiting during the AM peak hour and 90 entering/78 exiting during the PM peak hour.
  - 2. A southbound right-turn lane is warranted per NYSDOT feedback and guidelines at the proposed Millersport Highway/Proposed Access intersection. The right-turn lane should be up to 325 feet in length, including the taper.
  - 3. The proposed access intersections are projected to operate at LOS B or better during the AM and PM peak hours. No capacity improvements are warranted nor recommended under full build conditions.
  - 4. With the recommended improvement in place, there are no potentially significant adverse traffic impacts.


TRAFFIC IMPACT REPORT

April 18, 2024

20243846.0001

4300 MILLERSPORT HIGHWAY

TOWN OF AMHERST, NY

PREPARED FOR:
Cimato Brothers Construction Inc.
9220 Transit Road
East Amherst, NY, 14

242 West Main, Suite 100 | Rochester, NY 14614 | 585.325.1000 | www.passero.com

PASSERO engineering architecture

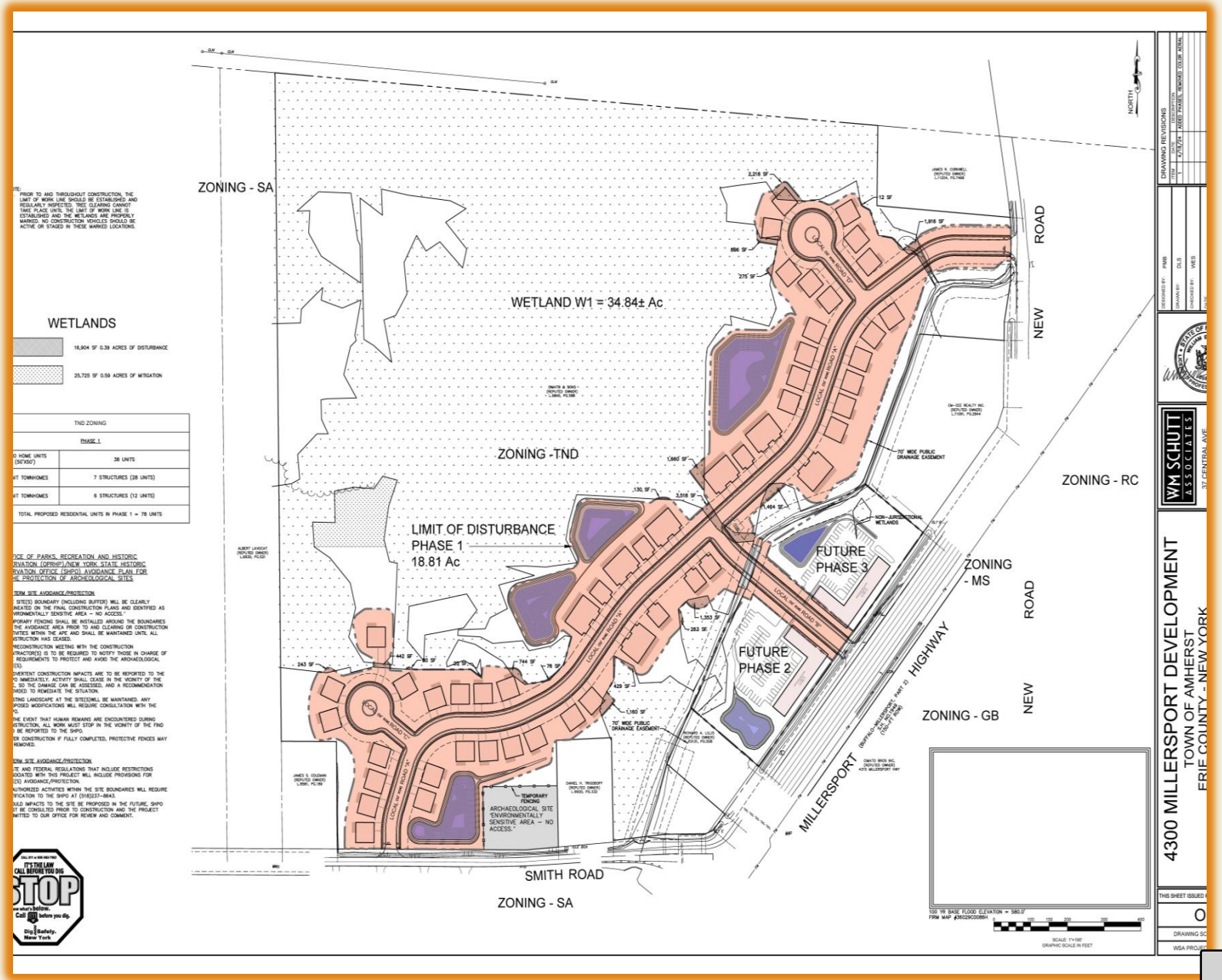
Table 3: *Site Generated Trips*

Description	Size	AM Peak Hour		PM Peak Hour	
		Enter	Exit	Enter	Exit
Patio Homes (ITE 210)	38 units	7	20	23	13
Townhomes (ITE 215)	40 units	5	14	13	10
Retail (ITE 822)	±22,080 SF	31	21	72	73
Total Trip Generation		**36**	**55**	**108**	**96**
Pass-by Trips		*-0*	*-0*	*-18*	*-18*
Total New Trips		**36**	**55**	**90**	**78**

Attachment: Kulpa-Ltr-Date-05-22-24 (millersport hwy) (COM-2024-45 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

SITE PLAN:

- The engineered plans and supporting technical documentation prepared by Wm. Schutt & Associates P.C. has been reviewed by Town Departments and Committees
  - The Fire Chief's Association Memorandum memo issued on May 2, 2024
  - Building Department conditioned approval dated May 14, 2024
  - Engineering Department (Sanitary Sewer) conditioned approval dated May 2, 2024
  - Engineering Services Division conditioned approval dated April 29, 2024
  - Assessor's Office conditioned approval on April 5, 2024
  - Plumbing Division approval on April 2, 2024
  - Right-of-Way Agent approval on May 9, 2024
  - Traffic Safety Board conditioned approval on May 7, 2024



Conclusion:

- Requesting issuance of a Negative Declaration pursuant to SEQRA and granting of Site Plan Approval subject to appropriate conditions
- Questions…

Attachment: Kulpa-Ltr-Date-05-22-24 (millersport hwy) (COM-2024-45 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

EXHIBIT 3

Attachment: Kulpa-Ltr-Date-05-22-24 (millersport hwy) (COM-2024-45 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

TOWN OF AMHERST
PLANNING BOARD
SITE PLAN RESOLUTION
SP-2022-03

PETITIONER

Cimato Enterprises LLC
9220 Transit Road
E. Amherst, NY 14051

PROPERTY LOCATION

4300 Millersport Highway

WHEREAS, the Town of Amherst Planning Board on Thursday, February 16, 2023 held a public hearing on a Site Plan for a Mixed-Use Development (Phase 1), 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 8-7-8 of the Zoning Ordinance, the Planning Board finds that:

A. The site plan includes / does not include usable space for active and passive recreation, including pedestrian connections.

B. The site plan does not include open space lands for public ownership and use offered for dedication or other disposition to the Town or other public entity.

C. School sites and facilities are adequate to accommodate the proposed site plan.

D. The site plan includes the extension of roadways to future phases, but adjacent property.

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.

Attachment: Kulpa-Ltr-Date-05-22-24 (millersport hwy) (COM-2024-45 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

TOWN OF AMHERST
PLANNING BOARD
SITE PLAN RESOLUTION
SP-2022-03

PETITIONER	PROPERTY LOCATION
Cimato Enterprises LLC	4300 Millersport Highway

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 RESOLOVED that the Planning Board, in accordance with Part II, Chapter 83, Part IX, Section 1-2 of Town Law waives sidewalks required along the Smith Road frontage of the parcel until required at some future time by the Town Board, 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 this approval is limited to Phase 1. Future Phases 2-4 will require separate site plan application(s), the associated fees for the acreage involved with those sites and site plan approval.

2. That the lighting plan indicate that the minimum illumination levels are met in accordance with §203-7-3-4 (C) of Town Code for the pedestrian walkways behind the patio home units 13 - 19 along on Private Alley "A".

3. That lighting and light fixtures within the proposed public right of way be provided in accordance with §204-3-3-7 of Town Code at public improvement permit (PIP).

4. That all plans submitted for final stamped approval remove color blocking and aerial imagery from all site plan drawings.

5. That four (4) foot wide concrete sidewalks that are continuous across all driveway openings be provided along both sides of Local Road "A", and shown on the site plan in accordance with §83-9-1 of Town Code.

6. That the concerns raised in the Engineering Departments letter dated January 12, 2003 be addressed to the satisfaction of that department.

7. That in accordance with the NYSDOT letter dated October 3, 2022, any future development associated with the vacant land in the vicinity of the roundabout will require an updated TIS and additional review to identify any potential highway mitigation due to impacts to the state highway system. Additionally, any required permits within the state highway right-of-way be obtained.

Attachment: Kulpa-Ltr-Date-05-22-24 (millersport hwy) (COM-2024-45 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

TOWN OF AMHERST
PLANNING BOARD
SITE PLAN RESOLUTION
SP-2022-03

PETITIONER	PROPERTY LOCATION
Cimato Enterprises LLC	4300 Millersport Highway

8. That the applicant provide an address plan as requested by the Amherst Fire Chiefs' Association in their letter dated August 24, 2022.

9. As required by §203-7-2-4 (C) of Town Code, that all mechanical equipment, utility structures, multiple meter boards, generators, RPZ's, 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.

10. 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.

11. That dimensions be provided to decks that comply with rear yard setback (§203-5-6-2(B)

12. That a High Impact Screen be provided per Zoning Ordinance 7-2-4 (B) along the rear property lines of 220 Smith Road, 222 Smith Road and 4270 Millersport Highway.

The foregoing resolution was adopted by the Town of Amherst Planning Board, February 16, 2023; moved by Chmiel; seconded by Giuliani; ayes 6, noes 1 (Gill).

Robert J. Gilmour, Planning Board Chair

2.23.23.
Date

GP/ac
X:\Current_Planning\Files\Site Plans\2022\SP-2022-03_(4300_Millersport_Hwy)_2022\SP-2022-03_resolution_021023.docx

cc: Commissioner of Building
Town Engineer
Fire Chiefs
Traffic/Safety
Highway Superintendent
ECDEP
NYSDOT
NYSDEC
Cimato Enterprises LLC, 9220 Transit Rd., E. Amherst, NY 14051
Patricia Bittar, Wm. Schutt & Associates, 37 Central Ave., Lancaster, NY 14086
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Suite 343, Williamsville, NY 14221

Approved Plan: February 2, 2023
Received: February 3, 2023

'23 FEB 24 AM9:5

Attachment: Kulpa-Ltr-Date-05-22-24 (millersport hwy) (COM-2024-45 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Town Clerk
DOC ID: 29059

COMMUNICATION 2024-46

RECEIVED & FILED

Correspondence from Sean Hopkins, Esq. - 455 & 495 Schoelles Road

Letter from Sean Hopkins, Esq. regarding 455 & 495 Schoelles Road and the SA Zoning Report.

5/28/2024
Received & Filed - presentation scheduled for an upcoming Work Session

RESULT:	**RECEIVED & FILED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

May 21, 2024

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: 455 & 495 Schoelles Road - Cimato Enterprises
Town of Amherst
File No. 10188.2

Dear Supervisor Kulpa & Councilmembers:

This letter is being submitted on behalf of Cimato Enterprises in connection with the property it owns located at 455 and 495 Schoelles Road. During the meeting held on May 13th, the Town Board adopted a resolution referring my letter dated May 7th requesting that the SA Zoning Report be finalized to the Planning Department and the Town Attorney's Office. A copy of the resolution adopted by the Town Board on May 13th with an attached copy of my letter dated May 7th are attached as Exhibit "1".

Cimato Enterprises is once again requesting that SA Zoning Report that was authorized via a resolution adopted by the Town Board be finalized and also that the SA Zoning Report designate the property at 455 and 495 Schoelles Road as appropriate for a residential subdivision consistent with the R-3 standards in the Zoning Code.

Please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com with any questions regarding this letter.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Martin Pollowy, Esq., Town Attorney
Daniel C. Howard, AICP, Planning Director
Fred Cimato, Cimato Enterprises
Ken Zollitsch, GPI Engineering

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-46 : Correspondence from Sean Hopkins, Esq. - 455 & 495 Schoelles Road)

EXHIBIT 1

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-46 : Correspondence from Sean Hopkins, Esq. - 455 & 495 Schoelles Road)

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

Francina J. Spoth
Town Clerk

Meeting: 05/13/24 07:00 PM
Department: Town Clerk
DOC ID: 28968

COMMUNICATION 2024-37 **REFERRED**

Correspondence from Sean Hopkins, Esq.

Letter from Sean Hopkins, Esq. regarding the pending SA Zoning Report.

5/13/2024
Referred to Town Attorney & Planning

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

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-46 : Correspondence from Sean Hopkins, Esq. - 455 & 495 Schoelles Road)

May 7, 2024

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: 455 & 495 Schoelles Road - Cimato Enterprises
File No. 10188.2 – Town of Amherst

Dear Supervisor Kulpa & Councilmembers:

This letter is being submitted on behalf of Cimato Enterprises in connection with the property it owns located at 455 and 495 Schoelles Road.

Cimato Enterprises is requesting that the pending SA Zoning Report that was authorized via a resolution adopted by the Town Board more than two years ago be finalized and also that the SA Zoning Report designate the property at 455 and 495 Schoelles Road as appropriate for a residential subdivision consistent with the R-3 zoning standards.

Please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com with any questions regarding this letter.

Thank you for your anticipated cooperation.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Martin Pollowy, Esq., Town Attorney
Daniel C. Howard, AICP, Planning Director
Fred Cimato, Cimato Enterprises
Ken Zollitsch, GPI Engineering

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-46 : Correspondence from Sean Hopkins, Esq. - 455 & 495 Schoelles Road)

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Town Clerk
DOC ID: 29060

COMMUNICATION 2024-47

RECEIVED & FILED

Correspondence from Sean Hopkins, Esq. - 166 Klein Road

Letter from Sean Hopkins, Esq. regarding 166 Klein Road Residential Subdivision and the formation of the Regency Commons Water Works Corporation.

5/28/2024
Received & Filed

RESULT:	**RECEIVED & FILED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

May 21, 2024

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: 166 Klein Road - Residential Subdivision - Town of Amherst
Applicant/Project Sponsor: Regency Builders, LLC
File 10066.10

Dear Supervisor Kulpa:

This letter is being submitted for the purpose of requesting that the Town Board adopt a resolution during its upcoming meeting on May 28th for the purpose of consenting to the formation of the Regency Commons Water Works Corp. under Article 10 – Section 40 of NY Transportation Corporations Law in connection with the proposed residential subdivision at 166 Klein Road.

During its meeting on May 13th, the Town Board adopted a resolution referring the requested resolution to the Town Attorney's Office and the Planning Department to request that the draft resolution be placed on the next Town Board agenda. A copy of the resolution adopted by the Town Board on May 13th is attached as **Exhibit "A"** and a copy of my letter to the Town Board dated May 8th with Exhibits 1 to 3 is attached as **Exhibit "B"**.

Please feel free to contact me at 716.510-4338 or via e-mail at shopkins@hsmlegal.com if you have any questions.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc.
cc: Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Jeff Burroughs, P.E., Town Engineer
Martin Pollowy, Esq., Town Attorney
Daniel C. Howard, AICP, Planning Director

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-47 : Correspondence from Sean Hopkins, Esq. - 166 Klein Road)

Brad F. Randaccio, Esq.
Ken Zollitsch, Greenman-Pedersen, Inc.
Elliot Lasky, Regency Builders, LLC
Robert Mayo, Regency Builders, LLC

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-47 : Correspondence from Sean Hopkins, Esq. - 166 Klein Road)

EXHIBIT A

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-47 : Correspondence from Sean Hopkins, Esq. - 166 Klein Road)

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

Francina J. Spoth
Town Clerk

Meeting: 05/13/24 07:00 PM
Department: Town Clerk
DOC ID: 28994

COMMUNICATION 2024-38 **REFERRED**

Correspondence from Sean Hopkins, Esq.

Letter from Sean Hopkins, Esq. regarding the formation of the Regency Commons Water Works Corp. in connection with the proposed residential subdivision at 166 Klein Road.

5/13/2024
Referred to Town Attorney, Planning and to request a resolution to be placed on next Town Board agenda

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

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-47 : Correspondence from Sean Hopkins, Esq. - 166 Klein Road)

EXHIBIT B

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-47 : Correspondence from Sean Hopkins, Esq. - 166 Klein Road)

HSM

May 8, 2024

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: 166 Klein Road - Residential Subdivision - Town of Amherst
Applicant/Project Sponsor: Regency Builders, LLC
File 10066.10

Dear Supervisor Kulpa:

This letter is being submitted for the purpose of requesting that the Town Board adopt a resolution for the purpose of consenting to the formation of the Regency Commons Water Works Corp. under Article 10 – Section 40 of NY Transportation Corporations Law in connection with the proposed residential subdivision at 166 Klein Road.

On December 18, 2023, the Town Board adopted Resolution 2023-1014 for the purpose of allowing the water and sanitary sewer infrastructure for the subdivision to be public. A copy of Resolution 2023-1014 is attached as Exhibit "1". Subsequently, the Erie County Water Authority determined that the water infrastructure must owned and maintained by a Water Works Corporation to be formed pursuant to Article 10 – Section 40 of NY Transportation Corporations Law, to which the Town is required to give its consent.

Attached as Exhibit "2" is a draft resolution for the consideration of the Town Board consenting to the formation of the Regency Commons Water Works Corp. and attached as Exhibit "3" is a draft of the Certificate of Incorporation prepared by Brad Randaccio, Esq. for the Regency Commons Water Works Corp.

Please feel free to contact me at 716.510-4338 or via e-mail at shopkins@hsmlegal.com if you have any questions regarding the enclosed project documentation or the status of the project.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc.
cc: Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-47 : Correspondence from Sean Hopkins, Esq. - 166 Klein Road)

Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Jeff Burroughs, P.E., Town Engineer
Martin Pollowy, Esq., Town Attorney
Daniel C. Howard, AICP, Planning Director
Brad F. Randaccio, Esq.
Ken Zollitsch, Greenman-Pedersen, Inc.
Elliot Lasky, Regency Builders, LLC
Robert Mayo, Regency Builders, LLC

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-47 : Correspondence from Sean Hopkins, Esq. - 166 Klein Road)

Exhibit 1

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-47 : Correspondence from Sean Hopkins, Esq. - 166 Klein Road)

TOWN OF AMHERST

TOWN CLERK'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7021
FAX (716) 631-7152
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Timothy Koller
Deputy Town Clerk

CERTIFICATE OF TOWN CLERK

I, Timothy Koller, Deputy Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY, as follows:

That the attached Resolution 2023-1014 "Regency Builders – 166 Klein Road (Regency Commons)" is a true and exact copy of the Resolution enacted by the Town Board at its meeting on December 18, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 26th day of December, 2023.

Timothy Koller
Deputy Town Clerk
Town of Amherst, Erie County, NY

Sworn to before me
This 26th day of December, 2023

Notary Public

ASHLEY BROWNSON
NOTARY PUBLIC STATE OF NEW YORK
ERIE COUNTY
LIC. #01BR6412344
COMM. EXP. 12/28/2024

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-47 : Correspondence from Sean Hopkins, Esq. - 166 Klein Road)

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

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 28358 **RESOLUTION 2023-1014** **ADOPTED**

Regency Builders - 166 Klein Road (Regency Commons)

AGENDA ITEM : DECEMBER 18th, 2023

TO: **Town Board**

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

DATE: **December 12, 2023**

RE: **Regency Builders, LLC**
166 Klein Road (Regency Commons)

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

WHEREAS, on February 16, 2023, the Town of Amherst Planning Board granted Preliminary Plat Approval for a nineteen (19) lot residential subdivision to be located at 166 Klein Road; and

WHEREAS, Condition No. 4 as contained in the attached resolution adopted by the Town of Amherst Planning Board on February 16, 2023 stated as follows: "That the ownership status of the proposed waterline and sanitary sewer line be determined by the Town Board in consultation with the Town Attorney;" and

WHEREAS, the residential subdivision will require Final Plat Approval from the Town of Amherst Planning Board;

THEREFORE BE IT RESOLVED, that the Town Board hereby approves allowing the sanitary sewer and water infrastructure to be owned by the Town of Amherst subject to the following conditions:

1.) The Petitioner shall grant the Town of Amherst (the "Town") the necessary non-exclusive easements for the purpose of accessing the private roadway, sanitary sewer and water infrastructure improvements, the private on-site stormwater management system and the ditch that bisects the eastern portion of 166 Klein Road (the "Project Site"). The content and form of the Easement Agreement shall be reviewed and approved by the Town Attorney's Office prior to recording at the Erie County Clerk's Office. A recorded copy of the Easement Agreement shall be provided to the Town Attorney's Office, the Engineering Department and the Planning Department.

2.) The Petitioner shall keep the Project site clear of all obstructions. The Petitioner shall be responsible for the restoration of disturbed areas (including landscaping) on the Project Site in the event the Town determines it is

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-47 : Correspondence from Sean Hopkins, Esq. - 166 Klein Road)

necessary to make maintain or make repairs to the sanitary sewer and water infrastructure improvements. In the event that a structure, appurtenance, tree and/or fence is necessary in the opinion of the Town to be removed to maintain or make repairs to the sanitary sewer and water infrastructure improvements, the Petitioner shall reimburse the Town for the cost of removing the obstruction and the Petitioner shall be responsible to replace such items after the maintenance and/or repair is complete. Petitioner shall be responsible for all costs related to utility conflicts encountered during the maintenance and/or repair of the sanitary sewer and water infrastructure improvements and shall reimburse the Town for any costs incurred by the Town due to said conflicts.

3.) The Town shall have no responsibility with respect to maintenance, repairs or replacement of sanitary and water laterals that will service the homes to be constructed on the Project Site.

4.) The Petitioner shall be responsible for the restoration of disturbed areas of the Project Site in the event of an emergency situation such that the Town determines it is necessary to maintain or make repairs to the on-site private stormwater management system. The Town shall not have any legal obligation to make repairs to the private on-site stormwater management system.

5.) In the event that the private roadway has not been plowed and the Town or emergency personnel require access to the Project Site in an emergency situation, the Town shall have the right to plow the roadway and Petitioner shall be required to reimburse the Town for the cost of the plowing of the private roadway. The Town shall not have any legal obligation to plow the private roadway.

6.) The Petitioner shall indemnify and hold harmless the Town and its employees and agents from and against any and all claims, demands, causes of actions, suits, damages, counsel fees, and all other actual and reasonable costs and expenses associated with the defense of Town, arising out of or incurred in defense of any claim, proceeding, or action brought for personal injury or property damage arising from Town use of the easements be conveyed to the Town in accordance with Condition No. 1 or the activities specified in Conditions No. 2 to No. 5.

7.) The Petitioner shall be required to build all public infrastructure to Town of Amherst and Erie County Water Authority standard specifications and obtain all required PIPs and subsequent approvals from the Town of Amherst Town Board and ECWA for the private roadway and all public infrastructure.

8.) The Petitioner shall be required to provide the Town of Amherst with a copy of the Offering Plan for the project once it has been approved by the NYS Attorney General Office.

9.) Conditions No. 1 to 9 shall be memorialized via the recording of a Declaration

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-47 : Correspondence from Sean Hopkins, Esq. - 166 Klein Road)

of Restrictions at the Erie County Clerk's Office. The content and form of the Declaration of Restrictions shall be reviewed and approved by the Town Attorney's Office prior to recording at the Erie County Clerk's Office. A recorded copy of the Declaration of Restrictions shall be provided to the Town Attorney's Office and the Planning Department. The Town Board shall not approve any PIPs for the project until such time that the Petitioner has complied with Condition No. 9 above.

MAP:nmb

Attachment

c: Timothy Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item - December 18, 2023**)

12/18/2023
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

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-47 : Correspondence from Sean Hopkins, Esq. - 166 Klein Road)

Exhibit 2

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-47 : Correspondence from Sean Hopkins, Esq. - 166 Klein Road)

CONSENT TO FORMATION OF REGENCY COMMONS WATER WORKS CORP.

WHEREAS, Brad F. Randaccio, 50 Fountain Plaza, Suite 1700, Buffalo, NY, 14202 is forming a water-works corporation to be named Regency Commons Water Works Corp., under Article 10 – Section 40 of NY Transportation Corporations Law, and

WHEREAS, the purpose of this corporation is to engage in any lawful act or activity relating to water service for eighteen (18) homes to be located at 166 Klein Road, for which a water-works corporation may be organized under NYS Transportation Corporations Law, and

WHEREAS, as a condition for the formation of the corporation, the controlling municipality needs to give its consent, and

WHEREAS, the Town Board of the Town of Amherst deems it is in the best interest of the Town to approve the formation of the Regency Commons Water Works Corp.

NOW, THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the Consent to Formation Letter, approving the formation of a water-works corporation, to be known as the Birch Creek Run Sewer Works Corporation, by Brad R. Randaccio, to engage in lawful acts or activities relating to service for eighteen (18) homes to be located at 166 Klein Road, which are allowed under Article 10 – Section 40 of NY Transportation Corporations Law.

Attachment: Kulpa-Ltr-05-08-24 (COM-2024-38 : Correspondence from Sean Hopkins, Esq.)
Attachment: Kulpa-Ltr-05-21-24 (COM-2024-47 : Correspondence from Sean Hopkins, Esq. - 166 Klein Road)

Exhibit 3

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-47 : Correspondence from Sean Hopkins, Esq. - 166 Klein Road)

CERTIFICATE OF INCORPORATION
OF
REGENCY COMMONS WATER WORKS CORP

Under Section 3 of the Transportation Corporation Law of the State of New York

The undersigned, for the purpose of forming a corporation pursuant to Section 3 of the Transportation Corporation Law of the State of New York, certifies:

FIRST: The name of the corporation shall be **REGENCY COMMONS WATER WORKS CORP** (the "Corporation").

SECOND: The Corporation shall be a water-works corporation under Article 10 and Section 40 of the Transportation Corporations Law of the State of New York.

THIRD: The Corporation is formed to engage in any lawful act or activity for which a water-works corporation may be organized under the Transportation Corporations Law of the State of New York, provided that it may not engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained, and further provided that it may engage in the acts and activities of a water-works corporation only in the Town of Amherst, New York. The Corporation shall have all the powers of a water-works corporation enumerated in Section 43 of the Transportation Corporations Law of the State of New York, subject to any limitations provided in this Paragraph THIRD, said Transportation Corporations Law or any other statute of the State of New York including, without limitation, the definition of a water-works corporation set forth in Section 40 of the Transportation Corporations Law.

FOURTH: The office of the Corporation in the State of New York is to be located in the County of Erie.

FIFTH: The aggregate number of shares which the Corporation shall have the authority to issue is two hundred (200) shares of common stock without par value.

SIXTH: The Secretary of State of the State of New York is designated as the agent of the Corporation upon whom process in any action or proceeding against it may be served. The address to which the Secretary of State shall mail a copy of process in any action or proceeding against the Corporation which may be served upon him is _____.

SEVENTH: The personal liability of the directors of the Corporation is eliminated to the fullest extent permitted by the provisions of Paragraph (b) of Section 402 of the Business Corporation Law of the State of New York, as the same may be amended and supplemented.

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-47 : Correspondence from Sean Hopkins, Esq. - 166 Klein Road)

IN WITNESS WHEREOF, the undersigned has signed this Certificate of Incorporation on the ___ day of May, 2024, on behalf of the Corporation.

Dated: May___, 2024
Buffalo, New York

_____
Brad F. Randaccio, Esq., Incorporator
50 Fountain Plaza, Suite 1700
Buffalo, New York 14202

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-47 : Correspondence from Sean Hopkins, Esq. - 166 Klein Road)

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

Francina J. Spoth
Town Clerk

Meeting: 05/13/24 07:00 PM
Department: Town Clerk
DOC ID: 29007

COMMUNICATION 2024-39 **REFERRED**

Correspondence from Joe Rubino

Letter from Joe Rubino regarding the proposed rezoning of 1789 Dodge Road.

5/13/2024
Referred to Town Attorney

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

Attachment: Kulpa-Ltr-05-21-24 (COM-2024-47 : Correspondence from Sean Hopkins, Esq. - 166 Klein Road)

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Town Clerk
DOC ID: 29010

COMMUNICATION 2024-48 **REFERRED**

Notice of Claim: Denille Reigelman, as Parent and Natural Guardian of Owen Reigelman Vs. Town of Amherst Et Al.

5/28/2024
Referred to Town Attorney

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

STATE OF NEW YORK
SUPREME COURT: COUNTY OF ERIE

MAY 10 2024 PM1:3

IN THE MATTER OF THE CLAIM OF:

DENILLE REIGELMAN, as Parent and Natural Guardian of OWEN REIGELMAN

Claimant,

NOTICE OF CLAIM

-against-

AMHERST CENTRAL SCHOOL DISTRICT
55 Kings Highway
Amherst, New York 14226,

TOWN OF AMHERST
Amherst Town Hall
5583 Main Street
Williamsville, New York 14221,

Respondents.

PLEASE TAKE NOTICE that the undersigned claimant hereby makes claims and demand against the AMHERST CENTRAL SCHOOL DISTRICT and TOWN OF AMHERST, Respondents, as follows:

1. The name and post-office address of each claimant and claimant's attorney:

DENILLE REIGELMAN, as Parent and Natural Guardian of OWEN REIGELMAN	LAW OFFICES OF KENNETH HILLER, PLLC Nicholas DiVirgilio, Esq. 6000 North Bailey Avenue, Suite 1A Amherst, New York 14226

2. The nature of the claim:

The claim is for personal injuries sustained by OWEN REIGELMAN, an infant under the age of 18, because of the carelessness, recklessness, and negligence of the respondent, AMHERST CENTRAL SCHOOL DISTRICT and TOWN OF AMHERST, by their agents, servants, and/or employees.

Attachment: DOC051024-05102024142019 (COM-2024-48 : Notice of Claim: Denille Reigelman, as Parent and Natural Guardian of Owen

3. The time when, the place where, and the manner in which the claim arose:

   Based upon information and belief, OWEN REIGELMAN was playing soccer during his gym class at Amherst Central High School located at 4301 Main Street, Amherst, New York on or about March 12, 2024. While the claimant was playing as a goalie, his teacher kicked a soccer ball towards him and he attempted to block the ball with his bare hands when the ball struck his finger on his left hand causing a serious injury that required surgery.

4. The items of damages or injuries claimed are:

   Upon information and belief, the injuries include, but are not limited to his left hand and finger disfigurement.

PLEASE TAKE FURTHER NOTICE, that the undersigned hereby claims the above occurrence took place through the negligence of AMHERST CENTRAL SCHOOL DISTRICT, TOWN OF AMHERST, their agents, servants, and employees.

The undersigned presents this claim and demand for adjustment and payment and notifies you that unless said claim is adjuster and payment made as demanded, within the time limited for compliance with this demand by the statutes made and provided, that it is the intention of the undersigned to commence an action thereon.

DATED: May 8, 2024
Amherst, New York

Timothy Hiller, Esq.
LAW OFFICES OF KENNETH HILLER, PLLC
Attorneys for Claimant
6000 North Bailey Avenue, Suite 1A
Amherst, New York 14226
(716) 564-3288

Attachment: DOC051024-05102024142019 (COM-2024-48 : Notice of Claim: Denille Reigelman, as Parent and Natural Guardian of Owen

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29053 **RESOLUTION 2024-498** **ADOPTED**

Public Improvement Permit No. 3122 Sanitary Sewer – Harding Road Subdivision 2005.101/SUB-2022-01

Attached please find an application for a Sanitary Sewer Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $5,863.10.

We are sending three (3) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee, one in the amount of $5,171.60 which will be held in escrow to cover the inspection costs, and one in the amount of $541.50 to cover the televising cost and to be deposited in the SS District account G9000-02377.

At this time, we are asking for your approval of the application for PIP No. 3122.

Thank you for considering this request.

5/28/2024
Consent

FINANCIAL IMPACT:

The permit fee and inspection cost amount to $5,863.10.

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

TO THE HONORABLE TOWN BOARD:
Town of Amherst, Erie County, N.Y.

Date: May 21, 20 24

Application is Hereby Made for Permission to Construct:

	Public	Private
Pavement & Curbing	☐	☐
Waterline	☐	☐
Sanitary Sewer	☑	☐
Storm System	☐	☐
Street Lighting	☐	☐

Estimated Cost of Construction $ 51,716.86

Address and/or Subdivision Name: Harding Road Subdivision **Town of Amherst Job:**

Description and location of improvements including quantities: Harind Road Subdivision, 468 Harding Road, Amherst @ @ the intersection of McKinley Ave and Harding Road,. Install 361 linear feet of Sanitary

Owner: Harding Road LLC, (David J. Capretto — Name — 716-688-5597 — Phone

Engineer/Designer: Chris Wood — Name — 716-842-3165 ext 103 — Phone

Contractor: Anastasi Trucking Inc. — Name — 716-683-5003 — Phone

This application must be submitted in quadruplicate along with four (4) full size copies of construction drawings showing the extent of the improvements which will be incorporated into and made part of this application. In the event the drawings submitted contains other facilities not covered by this permit, then those covered by this permit must be designated by coloring so that a clear-cut picture of the work under this permit is easily determined. **A PDF copy of the colored construction plans must also be provided.** The lighting PIP requires submission of design plans prepared by a **licensed electrical engineer** and in accordance with Town and National Grid requirements for **review and approval.**

Work under this permit shall be started within **60 days** from the date of approval thereof. Work under this permit shall be completed within **1 year** of the approval thereof. Any request for extension shall be addressed in writing to the Town Board of the Town of Amherst.

Fees from this permit and cost of inspections shall be covered by separate checks made payable to the Town of Amherst at the amounts set forth by the Town Board. The inspection fee is to cover all work under this permit and shall be at no additional cost to the Town of Amherst. The inspection fee may be increased by a commercially reasonable amount during or after implementation of the improvements at the discretion of the Town Engineer due to unforeseen field conditions or complexity of design. All construction work is to be done during normal and usual working hours. Any deviation from this must be compensated by the payment of additional fees.

In consideration of the granting of the permit hereby petitioned for, the undersigned hereby agrees that if such a permit is granted, they will comply with the terms thereof, the Laws of the state of New York, the Ordinances of the Town of Amherst and Regulations of the various departments to the Town and State of New York, and that they shall notify the Engineering Department forty-eight (48) business hours in advance of commencing any work under this permit.

The undersigned hereby certifies that all of the information contained in this petition is correct and true.

ITEM		FEE
PERMIT		$150.00
INSPECTION	10% of Estimate of Cost of Construction	$5,171.60
VIDEO INSPECTION - SANITARY		$541.50
$1.50 Per Linear Foot		
TOTAL FEE		$5,863.10

Owner Sign Here

David J. Capretto
Please Print Name

470 Cayuga Road, Cheektowaga, NY
Address

14225 — Zip — 716-688-5597 — Phone

Subscribed and sworn to before me this 21st Day of May 20 24

JULIE A RAUSCHER
Notary Public - State of New York
No. 01RA4997720
Qualified in Erie County
My Commission Expires 06/15/20 26

Notary Public, Erie County, New York

I do certify that I have examined the foregoing petition and sketch and certify that they conform to Ordinances of the Town of Amherst. Director of Eng. Services ~~Town Engineer~~:

Receipt is hereby acknowledged of the sum of $ _____, being the required fees established by the Town Board of the Town of Amherst, NY

Public/Private Improvement Permit No. 3122

Town Clerk

Attachment: 3122 PIP App_Harding Road Sub- Sanitary - Public (RES-2024-498 : Public Improvement Permit No. 3122)

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29052 **RESOLUTION 2024-499** **ADOPTED**

Public Improvement Permit No. 3123 Waterline – Harding Road Subdivision 2005.101/SUB-2022-01

Attached please find an application for a Waterline Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $5,304.96.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of $5,154.96 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3123.

Thank you for considering this request.

5/28/2024
Consent

FINANCIAL IMPACT:

The permit fee and inspection cost amount to $5,304.96.

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

TO THE HONORABLE TOWN BOARD:
Town of Amherst, Erie County, N.Y.

Date: May 21, 20 24

Application is Hereby Made for Permission to Construct:

	Public	Private
Pavement & Curbing	☐	☐
Waterline	☑	☐
Sanitary Sewer	☐	☐
Storm System	☐	☐
Street Lighting	☐	☐

Estimated Cost of Construction $ 51,549.68

Address and/or Subdivision Name: Harding Road Subdivision **Town of Amherst Job:** 2005.101 /SUB-2022-01

Description and location of improvements including quantities: Harind Road Subdivision, 468 Harding Road, Amherst @ @ the intersection of McKinley Ave and Harding Road,.

Owner: Harding Road LLC, (David J. Capretto — Name — 716-688-5597 — Phone

Engineer/Designer: Chris Wood — Name — 716-842-3165 ext 103 — Phone

Contractor: Anastasi Trucking Inc. — Name — 716-683-5003 — Phone

This application must be submitted in quadruplicate along with four (4) full size copies of construction drawings showing the extent of the improvements which will be incorporated into and made part of this application. In the event the drawings submitted contains other facilities not covered by this permit, then those covered by this permit must be designated by coloring so that a clear-cut picture of the work under this permit is easily determined. **A PDF copy of the colored construction plans must also be provided.** The lighting PIP requires submission of design plans prepared by a **licensed electrical engineer** and in accordance with Town and National Grid requirements for **review and approval.**

Work under this permit shall be started within **60 days** from the date of approval thereof. Work under this permit shall be completed within **1 year** of the approval thereof. Any request for extension shall be addressed in writing to the Town Board of the Town of Amherst.

Fees from this permit and cost of inspections shall be covered by separate checks made payable to the Town of Amherst at the amounts set forth by the Town Board. The inspection fee is to cover all work under this permit and shall be at no additional cost to the Town of Amherst. The inspection fee may be increased by a commercially reasonable amount during or after implementation of the improvements at the discretion of the Town Engineer due to unforeseen field conditions or complexity of design. All construction work is to be done during normal and usual working hours. Any deviation from this must be compensated by the payment of additional fees.

In consideration of the granting of the permit hereby petitioned for, the undersigned hereby agrees that if such a permit is granted, they will comply with the terms thereof, the Laws of the state of New York, the Ordinances of the Town of Amherst and Regulations of the various departments to the Town and State of New York, and that they shall notify the Engineering Department forty-eight (48) business hours in advance of commencing any work under this permit.

The undersigned hereby certifies that all of the information contained in this petition is correct and true.

ITEM		FEE
PERMIT		$150.00
INSPECTION	10% of Estimate of Cost of Construction	$5,154.96
VIDEO INSPECTION - SANITARY		
$0.50 Per Linear Foot		
TOTAL FEE		$5,304.96

Owner Sign Here

David J. Capretto
Please Print Name

470 Cayuga Road, Cheektowaga, NY
Address

14225 — Zip
716-688-5597 — Phone

Subscribed and sworn to before me this 21st Day of May 20 24

JULIE A RAUSCHER
Notary Public - State of New York
No. 01RA4997720
Qualified in Erie County
My Commission Expires 06/15/20 26

Notary Public, Erie County, New York

I do certify that I have examined the foregoing petition and sketch and certify that they conform to Ordinances of the Town of Amherst. Director of Eng. Services Town Engineer: _____

Receipt is hereby acknowledged of the sum of $ _____ being the required fees established by the Town Board of the Town of Amherst, NY

Public/Private Improvement Permit No. 3123

Town Clerk

Attachment: 3123 PIP App_Harding Road Sub_Water-Public (RES-2024-499 : Public Improvement Permit No. 3123)

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29051 **RESOLUTION 2024-500** **WITHDRAWN**

Private Improvement Permit No. 3124 Storm System – Harding Road Subdivision 2005.101/SUB-2022-01

Attached please find an application for a Storm System Private Improvement Permit properly filled out. The permit fee and inspection cost amount to $1,989.46.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of $1,839.46 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3124.

Thank you for considering this request.

FINANCIAL IMPACT:

The permit fee and inspection cost amount to $1,989.46.

RESULT: WITHDRAWN

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

TO THE HONORABLE TOWN BOARD:
Town of Amherst, Erie County, N.Y.

Date: May 21, 20 24

Application is Hereby Made for Permission to Construct:

	Public	Private
Pavement & Curbing	☐	☐
Waterline	☐	☐
Sanitary Sewer	☐	☐
Storm System	☐	☑
Street Lighting	☐	☐

Estimated Cost of Construction $ 18,394.68

Address and/or Subdivision Name: Harding Road Subdivision **Town of Amherst Job:** 2005.101/SUB-2022-01

Description and location of improvements including quantities: Harind Road Subdivision, 468 Harding Road, Amherst @

@ the intersection of McKinley Ave and Harding Road,

Owner: Harding Road LLC, (David J. Capretto — Name — 716-688-5597 — Phone

Engineer/Designer: Chris Wood — Name — 716-842-3165 ext 103 — Phone

Contractor: Anastasi Trucking Inc. — Name — 716-683-5003 — Phone

This application must be submitted in quadruplicate along with four (4) full size copies of construction drawings showing the extent of the improvements which will be incorporated into and made part of this application. In the event the drawings submitted contains other facilities not covered by this permit, then those covered by this permit must be designated by coloring so that a clear-cut picture of the work under this permit is easily determined. **A PDF copy of the colored construction plans must also be provided.** The lighting PIP requires submission of design plans prepared by a **licensed electrical engineer** and in accordance with Town and National Grid requirements for **review and approval.**

Work under this permit shall be started within **60 days** from the date of approval thereof. Work under this permit shall be completed within **1 year** of the approval thereof. Any request for extension shall be addressed in writing to the Town Board of the Town of Amherst.

Fees from this permit and cost of inspections shall be covered by separate checks made payable to the Town of Amherst at the amounts set forth by the Town Board. The inspection fee is to cover all work under this permit and shall be at no additional cost to the Town of Amherst. The inspection fee may be increased by a commercially reasonable amount during or after implementation of the improvements at the discretion of the Town Engineer due to unforeseen field conditions or complexity of design. All construction work is to be done during normal and usual working hours. Any deviation from this must be compensated by the payment of additional fees.

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The undersigned hereby certifies that all of the information contained in this petition is correct and true.

ITEM		FEE
PERMIT		$150.00
INSPECTION	10% of Estimate of Cost of Construction	$1,839.46
VIDEO INSPECTION - SANITARY		
$0.50 Per Linear Foot		
TOTAL FEE		$1,989.46

Owner Sign Here

David J. Capretto
Please Print Name

470 Cayuga Road, Cheektowaga, NY
Address

14225 — Zip
716-688-5597 — Phone

Subscribed and sworn to before me this 21st Day of May 20 24

JULIE A RAUSCHER
Notary Public - State of New York
No. 01RA4997720
Qualified in Erie County

Notary Public, Erie County, New York

I do certify that I have examined the foregoing petition and sketch and certify that they conform to Ordinances of the Town of Amherst. Director of Eng. Services ~~Town Engineer~~:

Receipt is hereby acknowledged of the sum of $ _____, being the required fees established by the Town Board of the Town of Amherst, NY

Public/Private Improvement Permit No. 3124

Town Clerk

Attachment: 3124 PIP App_Harding Road Sub_Storm Private (RES-2024-500 : Private Improvement Permit No. 3124)