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, January 19, 2021 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

Kirsten Milbrath

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on January 19, 2021 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Organization	Title	Status	Arrived
Brian J. Kulpa	Town of Amherst	Supervisor	Remote	
Jacqualine Berger	Town of Amherst	Deputy Supervisor	Remote	
Deborah Bruch Bucki	Town of Amherst	Councilmember	Remote	
Shawn Lavin	Town of Amherst	Councilmember	Remote	
Michael Szukala	Town of Amherst	Councilmember	Remote	
Francina J. Spoth	Town of Amherst	Town Clerk	Remote	
Kathleen Cooper	Town of Amherst	Deputy Town Clerk	Remote	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Remote	
Stanley J. Sliwa	Town of Amherst	Town Attorney	Remote	
Lynda Juul	Town of Amherst	Director of Finance	Remote	
Daryl Bramer	Town of Amherst	Comptroller	Remote	
Jeffrey S. Burroughs	Town of Amherst	Town Engineer	Remote	
Patrick G. Lucey	Town of Amherst	Highway Superintendent	Remote	
Dan Howard	Town of Amherst	Planning Director	Remote	
Laurie Stillwell	Town of	Director of Community	Remote	

	Amherst	Development		
Emily Melski	Town of Amherst	Coordinator of Federal & State Aid Programs	Remote	
Joe McMahon	Town of Amherst	Chief of Staff	Remote	

V. MINUTES APPROVAL

1. Monday, January 04, 2021

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

In accordance with the Governor's Executive Order 202.1 and for public health and safety concerns related to COVID-19, the Town Board meeting on January 19, 2021, will not be meeting in-person and will be held via the Zoom video conference application. The public will have an opportunity to view and participate in the meeting live. At a later date, a meeting transcript will be available. The Public may view and participate via video or audio call in - Join the Zoom Meeting at 7:00PM.

Zoom Meeting Login: Visual/Display Online
https://us02web.zoom.us/j/84760777172?pwd=L2U2eDFRNmdaZ2ZhU0lNZ3FnQlpnUT09

Audio/Call-In Instructions: Note to callers your phone number will display to the public, to conceal your number enter *67 before you enter the phone number below. To comment during the public hearing call-in participants must dial *9 to "raise your hand" to be recognized for speaking.

Town Board Meeting Information:

Phone: 1-929-205-6099
Meeting ID: 847 6077 7172
Passcode: 870285

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2021-75

The Second of Two Public Hearings Required by the U.S. Department of Housing and Urban Development for the FY 2021 Community Development Action Plan

The second Public Hearing for the FY2021 Community Development Action Plan.

1/19/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was opened at 7:04 PM.

Laurie Stillwell, Director of Community Development, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Szukala and unanimously approved 5-0. The public hearing was closed at 7:11 PM.

RESULT:	**HEARING CLOSED**

2. Resolution 2021-76

Local Law Amending Chapter 203, Pt. 8, Administration and Enforcement

A Public Hearing for a "Local Law Making Text Amendments To Chapter 203 Of The Code Of The Town Of Amherst, The Zoning Ordinance As Adopted By Local Law 6-2006, Part 8, Administration and Enforcement."

The purpose of this Local Law shall be to amend Section 8 of Chapter 203 of the Code of the Town of Amherst with respect to the action by the Planning Board with respect to Planned Unit Zoning and Planned United Development (PUD) Process Applications, decisions made by the Town Board in that regard and the process by which to challenge the decision of the Zoning Board of Appeals (ZBA).

1/19/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was opened at 7:12 PM.

Stanley Sliwa, Town Attorney, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was closed at 7:17 PM.

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

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

3. Resolution 2021-77

Local Law Amending Chapter 83, Building Construction Administration

A public hearing for "A Local Law Amending Chapter 83 Building Construction Administration.

The purpose of this Local Law shall be to amend various parts and/or sections of Chapter 83 of the Code of the Town of Amherst, Building Construction Administration, with respect to Licenses and Registration (Part IV).

1/19/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was opened at 7:17 PM.

Doug Gesel, Senior Code Enforcement Officer, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:20 PM.

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

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

4. Resolution 2021-78

Local Law Amending Chapter 19, Ethics

A public hearing for "A Local Law Amending Chapter 19 of The Code Of The Town of Amherst With Respect To The Code of Ethics".

The purpose of this Local Law shall be to amend various section of Chapter 19 of the Code of the Town of Amherst with respect to the list of officials, notice and verification of filing.

1/19/2021
A motion to adjourn to April 19th was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 4/19/2021 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Deputy Supervisor	
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala	

5. Resolution 2021-79

Demolition of 373 Darwin Drive

Whereas, by Resolution 2020-825 approved by the Amherst Town Board at its October 19, 2020 meeting, the Commissioner of Building further recommended that in accordance with Section 151-53 of the Property Maintenance Code, the appropriate persons and entities should be put on notice that the dwelling and accessory structures must be either demolished or brought into compliance with all applicable codes by the 2nd Town Board meeting in January 2021, otherwise the Town of Amherst will proceed with demolition and that the cost of demolition and related activities, but not limited to asbestos abatement and monitoring, rodent control, and appropriate restoration of the property, shall be placed on the tax bill for the owner of 373 Darwin Drive.

Whereas, the Commissioner of Building has since inspected the dwelling at 373 Darwin Drive and found the structure to have undergone significant and adequate repairs to bring the dwelling back into compliance, therefore, alleviating the need for demolition.

Therefore Be It Resolved, that this public hearing be Withdrawn.

RESULT:	**WITHDRAWN**

VIII. 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 (3)**

3. **Amherst Community Diversity Commission (5)**

   Councilmember Bucki re-appoints Heidi Nicklaus Lefebvre to the Amherst Community Diversity Commission for a term to conclude December 31, 2024.

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

5. **Amherst Industrial Development Agency**

   Membership is full.

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

7. **Arts & Culture in Public Places Board (1)**

8. **Board of Assessment Review**

   Membership is full.

9. **Board of Electrician Examiners**

   Membership is full.

10. **Board of Ethics**

    Membership is full.

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

    Membership is full.

12. **Citizens Financial Advisory Committee (3)**

13. **Design Advisory Board**

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

    Membership is full.

15. **Employee Suggestion Review Committee (1)**

16. **Energy Conservation Citizens Advisory Committee (4)**

17. **Freedom of Information Law (FOIL) Board (3)**

18. **Glen Park Joint Board**

    Membership is full.

19. Government Study Committee (2)

20. Historic Preservation Commission (1)

21. Information Technology Advisory Committee (2)

22. Library Board of Trustees (1)

23. Minority / Woman Owned Business (4)

24. Open Government Advisory Board (4)

25. Planning Board

Membership is full.

26. Recreation Commission (2)

27. Recycling and Waste Committee (5)

28. Senior Services Advisory Board (1)

29. Traffic Safety Board

Membership is full.

30. Youth Board (7)

Adult vacancies (7), Youth vacancies (0)

31. Zoning Board of Appeals

Membership is full.

IX. PUBLIC EXPRESSION

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0. Public Expression was opened at 7:21 PM.

The following speakers addressed the Town Board:
Helene Sanders, 171 Autumn Creek Ct. - Amherst Community Diversity Commission
Don Smith, N. Long - Res. 2021-78, Board of Ethics should be advisory

The following speakers spoke in support of Res. 2012-83 and voiced their concerns:
Katie Stahlka, 240 Brompton Road
Denise Gagliardi, 200 Brompton Road
Laura Reilly, 60 Brompton Road
Samantha Kozlowski, 35 Brompton Road

Lydia Purcell, 148 Brompton Road
Chris Gagliardi, 200 Brompton Road
Diana Montgomery, 157 Brompton Road

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Szukala and unanimously approved 5-0. Public Expression was closed at 7:43 PM.

X. CONSENT AGENDA

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

XI. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

B. DEPUTY SUPERVISOR BERGER:

1. Resolution 2021-80

Amherst Town Recreation Commission Reappointment

WHEREAS, the Amherst Town Recreation Department, also known as the Amherst Recreation Commission or Rec Commission, maintains a strong liaison with the Amherst Town Board; and

WHEREAS, activity volunteers and the varied recreation and sport constituencies conduct programming and competitions on Town property through shared communication, trust, and strategies which serve and promote the advancement of recreational participation for all age levels in Amherst; and

WHEREAS, Timothy Gardner has served on the Amherst Recreation Commission with his term recently ending; and

WHEREAS, Mr. Gardner has expressed interest in continuing to serve.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board re-appoints Timothy Gardner to serve through December 31, 2027.

1/19/2021
Consent

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

C. COUNCILMEMBER BUCKI:

1. Resolution 2021-81

Exempt Employee Extended Sick Leave Program

Whereas, Resolution 2018-1050 entitled "Adoption of the Exempt Employee Sick Leave Program" established a program to create a sick leave bank to make available extra leave time for exempt employees who have encountered an accident and/or suffered a serious illness that has exhausted their sick time, personal leave, and vacation credits; and

Whereas, this resolution further stated that the "program shall operate and remain in effect until December 31, 2020, at which time the program and its efficacy shall be reviewed by the Town Board or its designees for consideration of its continuation".

Now, therefore, be it resolved that the deadline for review and continuation of the program be extended to December 31, 2021, due to the extreme challenges caused by the Coronavirus Pandemic.

Now, therefore, be it further resolved that the Amherst Town Board re-appoints the membership as follows, all for terms ending on December 31, 2021:
Town Attorney, Stanley Sliwa
Human Resource Director, Robert McCarthy
Central Alarm Department Head, Steven Matisz
Senior Services Department Head, Brian Bray
Town Resident, Andrea Dawn Stokes RN
Town Resident, Gladys Diji RN
Councilmember, Deborah Bruch Bucki RN, PhD

1/19/2021
Consent

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

D. COUNCILMEMBER LAVIN:

E. COUNCILMEMBER SZUKALA:

1. Resolution 2021-82

Cantwell Re-Appointment to Amherst Traffic Safety Board

WHEREAS, the Amherst Traffic Safety Board, also known as the ATSB, advises the Town Board on matters affecting traffic safety on all existing and proposed roadways, subdivisions, commercial areas, and wherever cars, bicycles, recreational vehicles and pedestrians are involved; and

WHEREAS, the ATSB had a vacancy which Kevin Cantwell filled, and upon completion of that term has expressed interest in continuing to serve the ATSB.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board re-appoint Kevin Cantwell to the Amherst Traffic Safety Board for a term to terminate 12/31/2023.

1/19/2021
Consent

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

2. Resolution 2021-83

Brompton Road – Safety Study and Design Phase

WHEREAS, Brompton Road is a north/south Town of Amherst roadway that measures 0.83 miles between Main Street and Sheridan Drive with 60 residential homes and Brompton Heights Assisted Living Facility; and

WHEREAS, Brompton Road does not have any sidewalks, and staff who work at the Brompton Heights Assisted Living Facility frequently walk along the narrow shoulder to and from the public bus stop at the corner of Main Street; and

WHEREAS, the Town of Amherst has received correspondences from the residents of Brompton Road voicing concern over vehicle speeds and lack of any pedestrian accommodations along Brompton Road; and

WHEREAS, the Amherst Traffic Safety Board reviewed the concerns of the residents at its January 6, 2021 meeting with a dozen residents in attendance, all who find the road unsafe for pedestrian travel; and

WHEREAS, speed studies taken in 2016 indicate that 85th percentile speeds are 10 mph over the posted speed limit of 30 mph; and

WHEREAS, periodic police enforcement of speeds, while helpful, do not fix the root of the problem along Brompton Road; and

WHEREAS, Brompton Road is shown as a local collector roadway within the Comprehensive Master Plan; and

WHEREAS, Amherst Traffic Safety Board recognizes that Brompton Road was not built to current collector roadway standards when constructed 120+ years ago; and

WHEREAS, the topography and obstructions within the right-of-way make the installation of a sidewalk difficult on either side of the road; and

WHEREAS, the Traffic Safety Board is recommending that an outside Engineering Firm study Brompton Road to provide recommendations on traffic calming, roadway reconfiguration, street lighting, and pedestrian safety; and

THEREFORE BE IT RESOLVED, the Amherst Town Board is in support of a study and design phase to identify a preferred alternative to improve the overall safety of the roadway for all users on Brompton Road; and

THEREFORE BE IT FURTHER RESOLVED, that funding be identified to pay for Engineering Services for a Brompton Road Safety Study and Design either in the 2021 budget, or be programmed into the 2022 budget.

1/19/2021
Consent

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

XII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2021-84

Amherst Gateway Park (Bond Resolution - $100,000)

AGENDA ITEM - JANUARY 19TH, 2021

TO: Town Board

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

DATE: January 12, 2021

RE: Amherst Gateway Park
2021-2026 C.I.P. - Project YR-2C
Bond Resolution - $100,000.00

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

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

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

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

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

Thank you.

SJS:nmb
Attachment
c: Kathy Cooper, Deputy Town Clerk
(w/attachment, **Agenda Item - January 19th, 2021**)
Daryl Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Jeffrey S. Burroughs, PE, Town Engineer *(w/attachment)*
Sara K. Burow, Senior Engineer Assistant *(w/attachment)*
Mary-Diana Pouli, Executive Director, Youth and Recreation (*w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Ellen M. Kost, Assistant Director of Planning *(w/attachment)*

1/19/2021
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved via Roll Call vote 5-0.

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

2. Resolution 2021-85

Townwide Comprehensive Planning (Bond Resolution - $550,000)

AGENDA ITEM - JANUARY 19TH, 2021

TO: **Town Board**

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

DATE: **January 12, 2021**

RE: **Townwide Comprehensive Planning Projects**
2021-2026 C.I.P. - Project P-1
Bond Resolution - $550,000.00

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $550,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb
Attachment
c: Kathy Cooper, Deputy Town Clerk
(w/attachment, **Agenda Item - January 19th, 2021**)
Daryl Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Ellen M. Kost, Assistant Director of Planning *(w/attachment)*

1/19/2021
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved via Roll Call vote 5-0.

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

3. Resolution 2021-86

Temporary Access Agreement with National Grid (CRS #2349)

AGENDA ITEM : JANUARY 19TH, 2021

TO: **Town Board**

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

DATE: **January 12, 2021**

RE: **Temporary Access Agreement (CRS #2349)**

Kindly adopt a resolution authorizing the Supervisor to execute the attached Temporary Access Agreement to allow National Grid to access their transmission poles/lines on property owned by the Town of Amherst pending successful completion of the Contract Routing Process.

Thank you.

SJS:nmb
Attachment
c: Kathy Cooper, Deputy Town Clerk
(**Agenda Item - January 19th, 2021**)

1/19/2021
Consent

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

4. Resolution 2021-87

Confict of Interest Waiver for Hodgson Russ LLP

AGENDA ITEM - JANUARY 19TH, 2021

TO: Town Board

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

DATE: January 12, 2021

RE: Conflict of Interest Waiver For Hodgson Russ LLP

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

WHEREAS, Hodgson Russ LLP has from time to time represented and currently represents the Town of Amherst (the "Town") in a variety of matters and values the Town as a client; and

WHEREAS, Hodgson Russ LLP has been asked by CNA Insurance Companies to defend four pharmacies - Akin's Pharmacy (Wyoming County), Crystal City Apothecary (Corning/Tioga County), Middletown Apothecary (Orange County), and SDJA Corp d/b/a Rockhill Pharmacy (Sullivan County) - in a complex, mass tort pharmaceutical litigation brought by over 40 counties, cities, towns, including the Town of Amherst, arising out of the current opioid epidemic; and

WHEREAS, Hodgson Russ LLP has made the following representation to the Town: The case is currently venued in Yates County and may be transferred to Suffolk County, in consolidation with other opioid cases against other categories of defendants. The four pharmacies we have been asked to represent are situated in Wyoming, Tioga, Sullivan, and Orange Counties. Thus, their operations have no geographical nexus to the Town's claims and any alleged damages the Town may have suffered from the alleged conduct in this case. This mass tort action is wholly unrelated to the type of work that we currently do for the Town, and our defense of these four insured pharmacies will have no impact on our independent professional judgment and loyalties to the Town in connection with our current representations of the Town. Thus, Hodgson Russ LLP believes that this is a waivable legal conflict consistent with our professional obligations, and ask that you consent to our representation of these pharmacies. Hodgson Russ LLP has asked the same of CNA, and it has consented.

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

1. That the Town hereby agrees to waive any conflict of Hodgson Russ LLP as the result of the representation described above.

2. This Resolution shall be effective immediately.

ADOPTED this _____ day of January, 2021 by the Town Board of the Town of Amherst.

Thank you.

SJS:nmb
c: Kathy Cooper, Deputy Town Clerk
(**Agenda Item - January 19th, 2021**)

1/19/2021
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

B. TOWN CLERK:

1. Resolution 2021-88

Snow Plow Permits

Mikey's Mowing #0279-#0281
Michael Fudoli
663 Sweet Home Rd
Amherst, NY 14226

PBS Services Inc. #0282-#0290
Burt Bugbee
3049 Tonawanda Creek Rd.
Amherst, NY 14228

First Choice Lawn Care #0291-#0294
Louie Martarana
281 Wellington Rd
Buffalo, NY 14216

N.A. Cudeck Limited #0295-#0310
Norman A Cudeck
111 Firetower Drive
Tonawanda, NY 14150

JK Quality Enterprises #0311
James Kelsch
169 Stuewe Road
Getzville, NY 14068

1/19/2021

Consent

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

2. Resolution 2021-89

New Firefighter for Getzville Fire Company

The new firefighter for the Getzville Fire Company lives in the Town of Amherst and resides within the Getzville Fire District.

Michael Lombardo
790 Maple Rd Apt. 31B
Williamsville, NY 14221

1/19/2021
Consent

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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

1. Resolution 2021-90

Fire Extinguisher Maintenance Training

Please approve the travel and registration cost for a Building Maintenance employee to attend a Fire Extinguisher Maintenance Training Class at the NYS Fire Academy in Montour Falls, NY, April 28, 2021 through April 30, 2021. The Training will be used to maintain the fire extinguishers in all Town owned buildings.

1/19/2021

Consent

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

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2021-91

MUNIS 2021 Contract

Please approve the annual licensing and data base support agreements that cover the general ledger, budgeting, accounts payable, crystal reports, MUNIS Office, payroll, purchase orders, Tyler Forms processing, GUI and Tyler system management services support for MUNIS for the period 1/1/2021 - 12/31/2021. The annual cost is $82,155.46.

Contract #2319 has successfully completed the contract routing process.

1/19/2021
Consent

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

2. Resolution 2021-92

Budget Transfer and Amendments

For January 19, 2021 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 1/13/2021
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 - 2020

From: ***To:***

BUDGET TRANSFERS - 2021

From: ***To:***

A1990.4000 Contingency $147,007.90 A3121.1000 Police - Personal Services $136,560.98
A3121.8030 Police - FICA $10,446.92
To transfer budgeted funds from contingency for police officers hired on Resolution 2021-65.

BUDGET AMENDMENTS - 2020

INCREASE: ***INCREASE:***

A3310.02680 Traffic Control - Insurance Reim. $16,500 A3310.4430 Rnge, Photo, Sewer $16,500
To recognize insurance proceeds and increase expenditures line to repair Traffic Signals damage in an accident.

N2023.02785 CDBG & VG PI Rehab - PI $10,636.00 N2023.4000 Contractual $10,636.00
N2025.02785 CDBG Admin Staff & Fringe - PI $2,659.00 N2025.1000 Personal Services $2,470.04
N2025.8030 FICA $188.96
To recognize Community Development program income from 123 Imperial Drive, Amherst.

N2048.02785 Cheektowaga CHODO - PI $92,508.84 N2048.4000 Contractual $92,508.84
N2049.02785 Cheektowaga Home Admin - PI $10,278.76 N2049.4003 Admin Fee $10,278.76
To recognize Community Development program income from 13 McParlin Drive, Cheektowaga.

BUDGET AMENDMENTS - 2021

INCREASE: ***INCREASE:***

N2042.02785 Amherst Acq Rehab - PI $5,466.17 N2042.4000 Contractual $5,466.17
N2054.02785 Amherst Home Admin - PI $1,822.06 N2054.4003 Admin Fee $1,822.06
To recognize Community Development program income from 767 Edgewater Drive, Amherst.

N2023.02785 CDBG & VG Rehab - PI $170.00 N2023.4000 Contractual $170.00
To recognize Community Development program income from 169 Hillcrest Drive, Amherst.

1/19/2021
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2021-93

Award RFP 202008 - Economic Consulting Services 3-Year Term Contract - CRS #2332, 2333, 2334 & 2350

WHEREAS, the Contract Compliance and Administration Department received proposals for RFP #202008, Economic Consulting Services 3-Year Term Contract, on December 11, 2020; and

WHEREAS, the RFP process resulted in responses from seven (7) vendors as per the attached evaluation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award the RFP to the following consultants: The Versel Group, Inc. (CRS #2332), RKG Associates, Inc. (CRS #2333), Center for Governmental Research, Inc. (CRS #2334), and Urban3, LLC (CRS #2350), subject to successful completion of the Contract Routing System; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the Economic Consultant Term Agreement with The Versel Group, Inc., RKG Associates, Inc., Center for Governmental Research, Inc. and Urban3, LLC.

1/19/2021
Consent

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

2. Resolution 2021-94

Extension of Town Wide Electrical - CRS #2342 (Original CRS/CMS #1193/1538)

WHEREAS, Bid #2018054 for Town Wide Electrical was awarded to Goodwin Electrical Corporation in 2019 by Town Board resolution #2019-203, and allows for the contract to be extended for up to two successive periods of two years each; and

WHEREAS, Goodwin Electrical Corporation has agreed to extend the contract;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves the extension of the contract with Goodwin Electrical Corporation for the period March 22, 2021 through March 21, 2023; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the two-year contract extension with Goodwin Electrical Corporation.

1/19/2021
Consent

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

3. Resolution 2021-95

Extension of Property Maintenance of Vacant or Unmaintained Properties CRS #2343 (Original CRS/CMS #1272/1625)

WHEREAS, Bid #2019002 for Property Maintenance of Vacant or Unmaintained Properties was awarded to Deering Landscape Contractors in 2019 by Town Board resolutions 2019-420 and 2019-485, and allows for the contract to be extended for up to two successive periods of two years each; and

WHEREAS, Deering Landscape Contractors has agreed to extend the contract;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves the extension of the contract with Deering Landscape Contractors for the period April 4, 2021 through April 3, 2023; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the two-year contract extension with Deering Landscape Contractors.

1/19/2021
Consent

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

4. Resolution 2021-96

Amendment to Asbestos and Lead Surveys Contract - CRS #2345 (Original CRS/CMS #1370/1661)

WHEREAS, RFP #201905 for Asbestos and Lead Surveys was awarded to AMD Environmental Consultants, Inc. in 2019 by Town Board resolution 2019-486; and

WHEREAS, expedited turn-around times are needed from time to time in order to expedite a project; and

WHEREAS, the Contract Compliance and Administration Department is requesting approval for the amendment of the Asbestos and Lead Surveys contract to add set pricing for expedited services;

NOW, THEREFORE, BE IT RESOLVED, The Town Board approves the amendment to the Asbestos and Lead Surveys contract to add pricing for expedited services.

1/19/2021
Consent

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

5. Resolution 2021-97

Award Bid 2020034 - Walk Off Mats - CRS #2354

WHEREAS, the Contract Compliance and Administration Department received bids on December 17, 2020 for Bid 2020034, Walk Off Mats; and

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

WHEREAS, approval of this contract is being made pending successful completion of the contract routing system due to the fact that the current contract expires 1/31/2021;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Cintas Corporation; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Cintas Corporation.

1/19/2021
A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion was then made by Supervisor Kulpa to amend, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Amendment adds contract routing approval to this resolution.

A motion to approve as amended was made by Supervisor Kulpa, seconded by

Councilmember Bucki and unanimously approved 5-0.

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

H. COURT:

I. ECONOMIC DEVELOPMENT:

1. Resolution 2021-98

Authorize the Sale of 404 Mill Street, Amherst NY 14221

WHEREAS, In 2000, the Town of Amherst and New York State purchased 85-acres of land, which was the Sisters of St. Francis property and divided it such that the Town retained ownership of the Motherhouse, Boiler House Building, and three garages, along with the surrounding 5 acre of land, and New York State retained ownership of the remaining 80 acres, which were used to create Amherst State Park; and

WHEREAS, In 2002, a private developer purchased the Motherhouse property from the Town and renovated it to become St. Mary's Senior Apartments, and the Boiler House and 1 acre of land became known as 404 Mill Street which remained Town property; and

WHEREAS, Throughout the years, the Town has explored a variety of use options for this property by completing an Existing Conditions Survey along with completing Asbestos, Building and Environmental Site studies; and

WHEREAS, after extensive due diligence related to potential uses of the property, as well as rehabilitation costs, the Town has come to the conclusion that the best option for this property is to list it for sale; and

WHEREAS, the property is a local, State and National landmark, and the Town's Historic Preservation Commission has reviewed the proposed sale of the property and is in agreement, ~~as indicated in their December 8, 2020 meeting~~ ~~minutes~~ <u>provided any future development on the site receives their approval as indicated in Town Code</u>; and

WHEREAS, after the property is sold, the Historic Preservation Commission would review any plans for future development, along with the Planning Department as per the Town's site plan review process;

NOW, THEREFORE, BE IT RESOLVED, the property located at 404 Mill Street will be listed for sale by the Town of Amherst and any interested buyers may contact the Economic Development office to submit offers or make inquiries.

<u>1/19/2021</u>

A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion was then made by Deputy Supervisor Berger to amend, seconded by Councilmember Szukala and unanimously approved 5-0. Amendment is indicated in resolution.

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

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

J. EMERGENCY SERVICES:

K. ENGINEERING:

1. Resolution 2021-99

Award of Bid - Utility Repair & Construction Nichols, Long & Moore Construction Corp.

On January 14, 2020, two (2) bids were received for the Utility Repair and Construction Work project for a two-year period. The bid was awarded on January 21, 2020 to Nichols Long & Moore Construction for Year 1 of the contract.

Per the attached bid tabulation and in accordance with Article 2.2 of the Contract Agreement, "The OWNER reserves the right to award the Base Bid only. In the event that the CONTRACTOR for the Base Bid (Year 1) is also the low bidder for the Alternate Bid (Year 2), then the Owner reserves the right to award the Alternate Bid at any time prior to the end of the Base Bid Contract period at no increase in the Alternate Bid Contract Price." As such, we recommend that Nichols, Long & Moore Construction Corp. be awarded the attached unit cost bid items; Items 1-30 for Year 2 of this contract. The above contract shall be effective from February 1, 2021 through January 31, 2022.

This is a Town-wide contract, so funding is available for this contract from "various" accounts in amounts to be determined.

Please authorize award of Year 2 of this contract to Nichols, Long and Moore Construction. Thank you.

1/19/2021
Consent

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

2. Resolution 2021-100

Travel Reimbursement Request ABC Exam Review Class

The Engineering Department is requesting approval to reimburse one (1) employee gas, tolls, per diem and course expenses to attend a review course at the Environmental Training Center at Morrisville State College in Morrisville, NY in November 2020. The employee was scheduled to take an operator license exam in December 2020 and there was a last minute opening for the employee to attend the review course. Because of the location of the course, we are asking for the breakfast and dinner per diems to also be reimbursed to the employee.

The total cost for the employee for the mileage reimbursed is $236.30.

Funding for this request will be available in account G9916-4040.

Thank you for considering this request.

1/19/2021
Consent

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

3. Resolution 2021-101

Travel Request Mileage Reimbursement Backflow Prevention Testing Recertification

The Engineering Department is requesting approval to reimburse one (1) employee mileage expenses after attending a Backflow Testing Recertification course at the Monroe Community College Applied Tech. Center in Rochester, NY in November 2020. The original travel request was approved with resolution 2020-178 on 2/3/20. Due to COVID-19 closings and restrictions, the training was rescheduled and the employee took their own vehicle to the training instead of the Town vehicle originally requested in the resolution.

The employee drove 147.1 miles at a rate of $.575 per mile (2020 Federal rate). The total cost for the employee for the mileage reimbursed is $84.58.

Funding for this request will be available in account G9916-4040.

Thank you for considering this request.

1/19/2021
Consent

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

4. Resolution 2021-102

Infor MP2 Enterprise Maintenance & Support Renewal CRS 2347

We are required to maintain a licensing agreement with the software vendor, Infor (US), Inc., to supply on-line maintenance and technical support for the MP2 Enterprise Edition. Infor™ MP2 Enterprise Edition is the main operating software used to control and monitor all assets and equipment for the Engineering Sewer Maintenance Department.

We are requesting your approval for a 1-Year maintenance & support renewal with Infor (US), Inc. for the Infor™ MP2 Enterprise Edition software. The maintenance & support agreement annual cost is $3,653.55 and will cover the period from February 1, 2021 to January 31, 2022.

In addition, we are requesting Board approval for a partial waiver of the insurance requirements included in the Addendum to Contract form. The insurance waiver is requested due to the fact that this vendor will NOT come onto Town Property. Infor (US), Inc. will be supplying the software and all technical assistance from their offices which are located outside of the Town.

Funds will be available for this agreement from account G9000 - 4090. This request has successfully completed the contract review process.

Thank you for considering this request.

1/19/2021
Consent

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

5. Resolution 2021-103

Amherst Police Training Center Shooting Range Change Order No. 1 & Final Plumbing Contract CRS No. 2328

We are requesting that the Town Board consider approval of the above referenced Change Order, which increases the overall contract amount by $3,955.05. This change order is required to reroute and increase the size of gas piping that was in conflict with a concrete block wall that was found to be damaged prior to demolition. Rerouting this piping allowed for the wall to be repaired by others.

Funding is available for this change order from the project bond account KP2009.4972.

This request has successfully completed the contract review process.

Thank you for considering this request.

1/19/2021
Consent

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

6. Resolution 2021-104

Twilight & Bramblewood Lane Stormwater Liftstation CRS No. 2353

At the Town Board meeting of June 8, 2020, approval was authorized for the relocation of an electrical service line at the above location per the attached National Grid proposal.

The estimated cost was $21,837.79 and upon project completion there are additional charges of $6,939.32. The approved proposal states that National Grid provided an estimate and will subsequently bill us upon project completion. The Town is responsible for all invoiced amounts.

May we have your approval to process payment for the additional charges under the terms of the approved National Grid proposal?

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

The funds for this project are available from Bond Account No. KP-1325-4972.

Thank you for considering this request.

1/19/2021
Consent

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

L. FINANCE:

M. HIGHWAY

1. Resolution 2021-105

Approval of Agreement - State University of New York at Buffalo CRS #2344

The Highway Department requests authorization to allow the Supervisor to sign the agreement between the Town of Amherst Highway Department and the State University of New York at Buffalo.

This agreement is for the 2020-2021 winter season (9/1/2020 through 8/31/2021) for snow removal and ice control.

The State University of New York at Buffalo agrees to reimburse the Town of Amherst the sum of $53,383.72.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this agreement subject to the contract routing system and the approval of the Town Attorney.

1/19/2021
Consent

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

2. Resolution 2021-106

Tree Planting - Funds from Agency Account

Please approve authorization to spend up to $25,000.00 from the Agency Account -AG2022 : 0699 for the spring and fall 2021 tree planting. Thank you for your time and consideration.

1/19/2021
Consent

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

3. Resolution 2021-107

Authorize Supervisor to Sign Contract to Piggyback with W.W. Grainger, Inc. - CRS #2351

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on NYSOGS contract-Group#39000, Award # 22918, PC# 67235 with W.W. Grainger, Inc. to provide industrial and commercial supplies and equipment.

The NYS-OGS and W.W. Grainger, Inc. contract for industrial and commercial supplies and equipment for the contract term of 10/01/2015 through 09/30/2022.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this agreement subject to the Contract Routing System and the approval of the Town Attorney.

1/19/2021
Consent

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

N. HUMAN RESOURCES:

1. Resolution 2021-108

Interim Release - New York Liquidation Bureau

Please authorize the Supervisor to sign the Interim Release from New York Liquidation Bureau on behalf of the Reliance Insurance Company which reimburses the Town the sum of $21,920.54 from the Excess Workers' Compensation Policy.

1/19/2021
Consent

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

O. INFORMATION TECHNOLOGY:

P. PLANNING:

1. Resolution 2021-109

Permanent Open Space -1695, 1701 & 1721 Dodge Road

WHEREAS the Town received from Essex Homes of WNY, Inc. an application to rezone property at 1695, 1701 & 1721 Dodge Road for a 32-lot subdivision, and

WHEREAS the applicant designated an area of Permanent Open Space within the subdivision, which would be included in 6.5 acres of "Conservation Area" that is to be donated to the Town, and

WHEREAS on February 24, 2020 the Town Board adopted Resolution 2020-90 which stated that the size of the Permanent Open Space is 3.73 acres, as referenced in Conditions #6 and #7 of the Resolution, and

WHEREAS subsequent to the Town Board's adoption of Resolution 2020-90, an updated survey was prepared which revealed that the size of the Permanent Open Space is 4.49 acres instead of 3.73 acres, now, therefore be it

RESOLVED that the Town Board issues the attached amended Resolution to reflect in Conditions #6 and #7 the correct amount of Permanent Open Space as 4.49 acres, and be it further

RESOLVED that the proposed "Conservation Area" to be donated to the Town referenced in Condition #9 remains 6.5 acres.

1/19/2021
Consent

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

Q. POLICE:

R. SENIOR SERVICES:

1. Resolution 2021-110

Third Amendment (CRS #2318) Erie County Congregate Dining Program Contract

We respectfully request authorization for the Supervisor and Town Board to approve the Amendment to the Congregate Dining Program Contract between the Town of Amherst (Senior Services Dept.) and Erie County (Dept. of Senior Services). The full contract runs from January 1, 2019 - December 31, 2021.

This contract requires Town Board approval because there are increases to the original budget. Remuneration has been increased as outlined in Schedule E (rev.12.7.20) which include food payments; clean-up and transportation/escort services costs.

The documents have gone through the routing process and were approved by Town Attorney's office on 12/29/2020.

1/19/2021
Consent

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

2. Resolution 2021-111

Request to Use Trust & Agency Funds - Acct. # T2100-4002

We respectfully request approval to spend up to a total of $10,000 in Trust and Agency funds, Account # T2100-4002. These funds were donated to the Senior Center to be used for volunteer and program supplies, flowers, candy making supplies for sale to members, cards for members who are ill, gardening supplies for community garden, decorations, caregiver support materials, special events, member outreach and communication, etc., to benefit the Center.

1/19/2021
Consent

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

S. YOUTH AND RECREATION:

1. Resolution 2021-112

2021 Youth Agreement - CRS #2326

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the Erie County Department of Social Services for funding of a Youth Leadership Development Program in 2021.

1/19/2021
Consent

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

XIII. UNFINISHED BUSINESS

XIV. COMMUNICATIONS

1. Communication 2021-10

Resident Communication Regarding 80 Meyer Road

Please see the attached communication from resident Brian Conover dated December 30, 2020.

1/19/2021
Referred to Town Attorney and Planning.

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

2. Communication 2021-11

Notice of Claim: Tristan Spoth Vs Town of Amherst

1/19/2021
Referred to Town Attorney.

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

3. Communication 2021-12

Notice of Claim & Intention to Sue Pursuant to N.Y. Gen. Mun. Law § 50(E): Jake Dunstan, a Minor, through Catherine Dunstan, Mother and Legal Guardian, and Catherine Dunstan, Individually Vs. Town of Amherst Et Al

1/19/2021
Referred to Town Attorney.

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

4. Communication 2021-13

Notice of Claim: Molly Reed Vs. Town of Amherst

1/19/2021
Referred to Town Attorney.

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

5. Communication 2021-14

Notice of Claim: Brianna M. Hasfurter-Wall Vs. Town of Amherst

1/19/2021
Referred to Town Attorney.

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

6. Communication 2021-15

Notice of Claim: Carol A. Holmik & Dennis J. Holmik, Her Spouse Vs. Town of Amherst

1/19/2021
Referred to Town Attorney.

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

7. Communication 2021-16

Summons and Complaint: Brenna W. Sullivan Vs. Town of Amherst Et Al.

1/19/2021
Referred to Town Attorney.

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

XV. SUSPENSION OF RULES

Deputy Supervisor Berger moved to open Suspension of Rules to bring forth 1 unlisted item. The motion was seconded by Councilmember Lavin and unanimously approved 5-0. Suspension of Rules was opened at 7:50 PM.

There being no further business requiring Suspension of Rules, Deputy Supervisor Berger moved to close, seconded by Councilmember Bucki and unanimously approved 5-0. Suspension of Rules was closed at 7:52 PM.

1. Resolution 2021-113

Temporary Access Agreement (CRS #2358)

SUSPENSION ITEM : JANUARY 19TH, 2021

TO: **Town Board**

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

DATE: **January 15, 2021**

RE: **Temporary Access Agreement (CRS #2358)**

Kindly adopt a resolution authorizing the Supervisor to execute the attached Temporary Access Agreement to allow members of Canisius College to access various Town parks to conduct wildlife research pending successful completion of the Contract Routing Process.

Thank you.

SJS:nmb
Attachment
c: Kathy Cooper, Deputy Town Clerk (**Suspension Item - January 19th, 2021**)

1/19/2021
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Bucki and unanimously approved 5-0.

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

XVI. PUBLIC IMPROVEMENT PERMITS

XVII. PUBLIC EXPRESSION #2

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

3 minutes.

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. Public Expression was opened at 7:52 PM.

There were no speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Public Expression was closed at 7:53 PM.

XVIII. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The Town Board meeting of January 19, 2021 was adjourned at 7:53 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Town Clerk
Initiated by: **Kathleen Cooper**
Co-Sponsored by:

DOC ID: 22763 **RESOLUTION 2021-75** **HEARING CLOSED**

The Second of Two Public Hearings Required by the U.S. Department of Housing and Urban Development for the FY 2021 Community Development Action Plan

The second Public Hearing for the FY2021 Community Development Action Plan.

1/19/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was opened at 7:04 PM.

Laurie Stillwell, Director of Community Development, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Szukala and unanimously approved 5-0. The public hearing was closed at 7:11 PM.

FINANCIAL IMPACT:

Adoption of the proposed resolution involves no monetary consideration and will have no impact on the Town Budget or tax rate.

RESULT:	**HEARING CLOSED**

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Town Clerk
Initiated by: **Kathleen Cooper**
Co-Sponsored by:

DOC ID: 22671 **RESOLUTION 2021-76** **ADOPTED**

Local Law Amending Chapter 203, Pt. 8, Administration and Enforcement

A Public Hearing for a "Local Law Making Text Amendments To Chapter 203 Of The Code Of The Town Of Amherst, The Zoning Ordinance As Adopted By Local Law 6-2006, Part 8, Administration and Enforcement."

The purpose of this Local Law shall be to amend Section 8 of Chapter 203 of the Code of the Town of Amherst with respect to the action by the Planning Board with respect to Planned Unit Zoning and Planned United Development (PUD) Process Applications, decisions made by the Town Board in that regard and the process by which to challenge the decision of the Zoning Board of Appeals (ZBA).

1/19/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was opened at 7:12 PM.

Stanley Sliwa, Town Attorney, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was closed at 7:17 PM.

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

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

LOCAL LAW NO. _____ -2020

TOWN OF AMHERST

COUNTY OF ERIE, STATE OF NEW YORK

A Local Law Making Text Amendments To Chapter 203 Of The Code Of The Town Of Amherst, The Zoning Ordinance As Adopted By Local Law 6-2006, Part 8, Administration and Enforcement

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

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 Making Text Amendments To Chapter 203 Of The Code Of The Town Of Amherst, The Zoning Ordinance As Adopted By Local Law 6-2006, Part 8, Administration and Enforcement."

Section 2. Purpose

The purpose of this Local Law shall be to amend Section 8 of Chapter 203 of the Code of the Town of Amherst with respect to the action by the Planning Board with respect to Planned Unit Zoning and Planned United Development (PUD) Process Applications, decisions made by the Town Board in that regard and the process by which to challenge the decision of the Zoning Board of Appeals (ZBA).

Section 3.

Chapter 203 of the Code of the Town of Amherst, 8-4-4 is amended as follows:

8-4-4. **Action by the Planning Board.**

A. The Planning Board shall schedule a public hearing and give notice in accordance with § 8-2-3, Notice and Public Hearings. The Planning Board shall review the rezoning petition or PUD application and the associated development plan and evaluate the report received from the Planning Director.

B. Within 62 days following receipt of the petition by the Planning Director, the Planning Board shall furnish to the Town Board and petitioner either its findings that the proposed planned district rezoning or PUD application is generally consistent with the policies of the Comprehensive Plan and the regulations, standards and purpose of this Ordinance or a finding of any failure of such

~~Strikethrough~~ = Deleted language; Underline = Added language

Attachment: ProposedLocalLaw (RES-2021-76 : Amend Chapter 203, Pt. 8, Adminstration and Enforcement)

compliance and a recommendation that the rezoning be approved, disapproved or modified.

C. The Planning Board may include in a favorable report a recommendation that the Town Board establish conditions as a part of any resolution approving the application in order to protect the public health, safety, welfare and environmental quality of the community and is generally consistent with the policies of the Comprehensive Plan and this Ordinance.

D. An unfavorable report shall state clearly the reasons therefore and, if appropriate, point out to the petitioner what changes might be necessary in order to receive a favorable report.

E. Any person or persons jointly or severally aggrieved by the decision of the Planning Board concerning such plat, or the changing of the zoning regulations of such land, or any decision of an officer, department, board or bureau of the town, may have the decision reviewed by Special Term of the Supreme Court in a manner provided by Article 78 of the Civil Practice Law and Rules provided that the proceeding is commenced within thirty (30) days after the filing of the decision of the Office of the Town Clerk.

F. Commencement of the proceeding shall stay proceedings upon which the proceeding is appealed from.

G. In any such proceeding, the person or persons who commence such a proceeding shall be required to reimburse the Town of Amherst for all costs, fees and expenses associated with the production of the record of the action or actions being challenged.

Section 4.

Chapter 203 of the Code of the Town of Amherst, 8-4-7 is amended as follows:

8-4-7. ~~**Notice of**~~ **Decision.**

A. The decision of the Town Board shall be filed in the Office of the Town Clerk within five (5) business days after the decision is rendered~~,~~. ~~and a~~ A copy of said decision shall then be mailed to the petitioner~~.~~ by the Town Clerk within three (3) business days of filing.

B. Any person or persons jointly or severally aggrieved by the decision of the Town Board may have said decision reviewed by the Special Term of the

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Attachment: ProposedLocalLaw (RES-2021-76 : Amend Chapter 203, Pt. 8, Adminstration and Enforcement)

Supreme Court in a manner provided by Article 78 of the Civil Practice Law and Rules. Said proceeding must be commenced within thirty (30) days after the filing of the decision in the Office of the Town Clerk.

C. In any such proceeding, the person or persons who commence such a proceeding shall be required to reimburse the Town of Amherst for all costs, fees and expenses associated with the production of the record of the action or actions being challenged.

Section 5.

Chapter 203 of the Code of the Town of Amherst, 8-14, is amended by adding a new section, 8-14-8, as follows:

8-14-8 Challenging the Decision of the ZBA

A. Any person or persons jointly or severally aggrieved by the decision of the Zoning Board of Appeals or any officer, department, board or bureau of the town, may apply to the Supreme Court for a review by a proceeding commenced under Article 78 of the Civil Practice Law and Rules.

B. Such proceedings against the Zoning Board of Appeals must be commenced within thirty (30) days after the filing of the decision in the Office of the Town Clerk.

C. In any such proceeding, the person or persons who commence said proceedings shall be required to reimburse the Town of Amherst for all costs, fees and expenses associated with the production of the record of the action.

Section 6. Effective Date

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

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

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Attachment: ProposedLocalLaw (RES-2021-76 : Amend Chapter 203, Pt. 8, Adminstration and Enforcement)

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Town Clerk
Initiated by: **Kathleen Cooper**
Co-Sponsored by:

DOC ID: 22673 **RESOLUTION 2021-77** **ADOPTED**

Local Law Amending Chapter 83, Building Construction Administration

A public hearing for "A Local Law Amending Chapter 83 Building Construction Administration.

The purpose of this Local Law shall be to amend various parts and/or sections of Chapter 83 of the Code of the Town of Amherst, Building Construction Administration, with respect to Licenses and Registration (Part IV).

1/19/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was opened at 7:17 PM.

Doug Gesel, Senior Code Enforcement Officer, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:20 PM.

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

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

LOCAL LAW NO. ____-2020

TOWN OF AMHERST

COUNTY OF ERIE, STATE OF NEW YORK

A Local Law Amending Chapter 83 Of The Code Of The Town of Amherst, Known As "Building Construction Administration," With Respect To Licenses and Registrations

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 83 Of The Code Of The Town of Amherst, Known As "Building Construction Administration," With Respect To Licenses and Registrations."

Section 2. Purpose.

The purpose of this Local Law shall be to amend various parts and/or sections of Chapter 83 of the Code of the Town of Amherst, Building Construction Administration, with respect to Licenses and Registrations (Part IV).

Section 3.

Part 4, Section 83-4-3 is hereby amended as follows:

PART IV. LICENSES AND REGISTRATIONS

§ 83-4-3. Master or employing plumber's license; fee.

3-1. No person, firm or corporation shall do any general plumbing work on any premises in the Town of Amherst, outside of the Village of Williamsville, as a contractor, subcontractor or employing plumber unless licensed as a master or employing plumber in the manner provided by this part. The master or employing plumber's license shall be issued by the Town Clerk to any person, firm or corporation upon receipt of a certificate from the Board of Plumbing and Drainage Examiners showing that such person, a member of such firm or the superintendent of construction of such corporation has satisfactorily passed the examination held by such Board for such license and upon receipt of the license fee.

3-2. The applicant for examination for qualification as a master or employing plumber

~~Strikethrough~~ = Deleted language; Underline = Added language

Attachment: ProposedLocalLaw (RES-2021-77 : LL to Amend Chapter 83, Building Construction Administration)

shall have a minimum of two years of practical experience in the trade or business of plumbing and drainage as a licensed journeyman plumber and shall be at least 25 years of age. The Board of Plumbing and Drainage Examiners may accept, at its discretion, an equivalent combination of training, education and experience in lieu of the requirements of two years of practical experience as a licensed journeyman plumber. Proof of age and practical experience or satisfactory equivalent training, education and experience shall be submitted to the examiners before the applicant is admitted to the examination.

3-3. (Reserved)

3-4. The fee for a master or employing plumber's license shall be ~~$125 per~~ $250 every 2 years, prorated for a part thereof, each license expiring December 31 ~~next~~ of the 2nd year after issuance.

3-5. Each person, firm or corporation holding a valid certificate of competency or license as master or employing plumber shall register with the Town Clerk ~~each~~ every 2 years prior to January 31 of the renewal year by securing a master or employing plumber's license. All ~~annual~~ biannual license fees payable after January 1, 1974, shall be paid in full before issuance of any subsequent renewal license. The fee for a renewal shall be increased by $25 if renewed subsequent to January 31.

§ 83-4-4. Journeyman plumber's license; fee.

4-1. A journeyman plumber, master or employing plumber shall be present at all times when work is being performed on any premises within the Town of Amherst, outside the Village of Williamsville, involving the original installation, alteration, repair or maintenance of general plumbing.

4-2. A journeyman plumber's license shall be issued by the Town Clerk to any person upon receipt of a certificate from the Board of Plumbing and Drainage Examiners showing that such person has satisfactorily passed the examination held by said Board and upon receipt of the license fee therefor. The applicants for examination for qualification as a journeyman plumber shall have a minimum of four years of practical experience in the trade or business of plumbing and drainage under the supervision of a master or employing plumber and shall be at least 20 years of age. Proof of practical experience and age shall be submitted to the examiners before being admitted to the examination.

4-3. The fee for a journeyman plumber's license shall be ~~$30~~ $60 every 2 years, prorated for a part thereof, each license expiring December 31 ~~next~~ of the 2nd year after issuance.

4-4. Each person, firm or corporation holding a valid certificate of competency or

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Attachment: ProposedLocalLaw (RES-2021-77 : LL to Amend Chapter 83, Building Construction Administration)

license as a journeyman plumber shall register with the Town Clerk ~~each~~ every 2 years prior to January 31 of the renewal year by securing a master or employing plumber's license. All ~~annual~~ biannual license fees payable after January 1, 1974, shall be paid in full before issuance of any subsequent renewal license. The fee for a renewal shall be increased by $25 if renewed subsequent to January 31.

§ 83-4-5. Sewer contractor's or employing sewer contractor's license; fee.

5-1. No person, firm or corporation shall do any sewer contracting work on any premises in the Town of Amherst, outside the Village of Williamsville, as a contractor, subcontractor or employing sewer contractor unless licensed as a master or employing plumber or sewer contractor in the manner provided by this chapter. A sewer contractor's or employing sewer contractor's license shall be issued by the Town Clerk to any person, firm or corporation upon receipt of a certificate from the Board of Plumbing and Drainage Examiners showing that such person, a member of such firm or the superintendent of construction of such corporation has satisfactorily passed the examination held by said Board for such license and upon receipt of the license fee.

5-2. The applicant for examination for qualification as a sewer contractor or employing sewer contractor shall have a minimum of five years experience of active engagement in the trade or business of sewer contracting work and shall be at least 23 years of age. Proof of practical experience and age shall be submitted to the examiner before being admitted to the examination.

5-3. (Reserved)

5-4. The fee for a sewer contractor's or employing sewer contractor's license shall be ~~$125~~ $250 every two ~~per~~ years, prorated for a part thereof, each license expiring December 31 ~~next~~ of the 2nd year after issuance.

5-5. Each person, firm or corporation holding a valid certificate of competency or license as a sewer contractor or employing sewer contractor shall register with the Town Clerk each year prior to January 31 by securing a sewer contractor's or employing sewer contractor's license. All ~~annual~~ biannual license fees payable after January 1, 1977, shall be paid in full before issuance of any subsequent renewal license. The fee for a renewal shall be increased by $25 if renewed subsequent to January 31.

§ 83-4-6. Journeyman sewerman's license; fee.

6-1. A journeyman sewerman, sewer contractor, master or employing plumber or journeyman plumber shall be present at all times when work is being performed on any premises within the Town of Amherst, outside the Village of Williamsville,

Attachment: ProposedLocalLaw (RES-2021-77 : LL to Amend Chapter 83, Building Construction Administration)

involving the original installation, alteration, maintenance or repair of sewers or sewer contracting work.

6-2. A journeyman sewerman's license shall be issued by the Town Clerk to any person upon receipt of a certificate from the Board of Plumbing and Drainage Examiners showing that such person has satisfactorily passed the examination held by such Board and upon receipt of the license fee therefor.
6-3. The applicant for examination for qualification as a journeyman sewerman shall have a minimum of two years' practical experience in the trade or business of sewer installations under the supervision of a licensed sewer contractor and shall be at least 18 years of age. Proof of practical experience and age shall be submitted to the examiners before being admitted to the examination.

6-4. The fee for a journeyman sewerman's license shall be ~~$30~~ $60 every 2 years, prorated for a part thereof, each license expiring December 31 ~~next~~ of the 2nd year after issuance.

6-5. Each person, firm or corporation holding a valid certificate of competency or license as a journeyman sewerman shall register with the Town Clerk each year prior to January 31 by securing a journeyman sewerman's license. All ~~annual~~ biannual license fees payable after January 1, 1977, shall be paid in full before issuance of any subsequent renewal license. The fee for a renewal shall be increased by $25 if renewed subsequent to January 31.

§ 83-4-7. Electrician licensing and exemptions; fees.

[Amended 1-4-2016 by L.L. No. 1-2016; 2-4-2019 by L.L. No. 3-2019]
7-1. No person, firm or corporation shall do any electrical work on any premises in the Town as a contractor or subcontractor unless licensed as a master electrician or residential electrician in the manner provided by this chapter. A licensed master electrician shall be authorized to perform electrical work subject to the Uniform Code. A licensed residential electrician shall be authorized to perform electrical work subject to the Residential Code of New York State. A master electrician or residential electrician license shall be issued by the Town Clerk to any person upon receipt of a certificate from the Board of Electrician Examiners showing that such person has either (1), satisfactorily passed the examination held by said Board for such license or (2) has provided a valid electrician's license from another municipality within New York State. Licenses from other municipalities shall be considered acceptable only if the license is based upon a written examination administered by the same examination provider that is used by the Town of Amherst or by another examination provider that is acceptable to the Board of Electrician Examiners. The examination must have been taken within the last five (5) calendar years. An electrician who qualifies for a license as allowed in item 2 of this paragraph shall be issued a license as either a master electrician or a residential electrician as determined by the

Attachment: ProposedLocalLaw (RES-2021-77 : LL to Amend Chapter 83, Building Construction Administration)

Commissioner of Building and the Senior Electrical Inspector of the Town of Amherst. Any appeal of this determination shall be made in writing to the Board of Electrician Examiners. The determination of the Board of Electrical Examiners shall be final. A master electrician or residential electrician license shall not be valid until the applicable license fee has been paid.

7-2. The applicant for examination for qualification as a master electrician shall have a minimum of five years' experience of active engagement in the trade or business of electrical work. The applicant for examination for qualification as a residential electrician shall have a minimum of five years' experience of active engagement in the trade or business of residential electrical work. Proof of satisfactory experience shall be submitted to the Board of Electrician Examiners before being admitted to the examination.

7-3. The fee for a master electrician or residential electrician license shall be ~~$100~~ $200 every two ~~per~~ years, prorated for a part thereof, each license expiring December 31 ~~next~~ of the 2nd year after issuance.

7-4. Each person holding a valid certificate of competency or license as a master electrician or residential electrician shall register with the Town Clerk ~~each~~ every 2 years prior to January 31 of the renewal year by securing a master electrician or residential electrician license. The fee for a renewal shall be increased by $25 if renewed subsequent to January 31.

7-5. The requirements for licensing of a master electrician or a residential electrician shall not be applicable to electrical work in the following exempt categories:

A. Work being performed by the owner-occupant of a single- or two-family dwelling unit or a townhouse regulated by the Residential Code of New York State.

B. Heating, ventilating or air-conditioning (HVAC) systems limited to branch circuit wiring only.

C. Smoke or carbon-monoxide detection equipment or systems installed in association with a valid building or plumbing permit.

D. Low voltage wiring associated with:

(1) Circuits operating at 50 volts or less.

(2) Fire alarm systems.

~~Strikethrough~~ = Deleted language; Underline = Added language

Attachment: ProposedLocalLaw (RES-2021-77 : LL to Amend Chapter 83, Building Construction Administration)

(3) Fiber optic systems.

(4) Communication circuits.

(5) Class 1, 2, and 3 remote control, signaling and power-limited circuits as regulated by Section 725 of the National Electrical Code (NEC).

§ 83-4-8. Renewal of license.

8-1. A renewal license for a master or employing plumber, journeyman plumber, sewer contractor, journeyman sewerman, master electrician or residential electrician shall be issued by the Town Clerk ~~each~~ every 2 years to any person, firm or corporation holding the same license at the expiration of the preceding 2 year term, without examination, upon payment of the license fee provided for such license.

8-2. All license fees, examination and inspection fees received by the Town Clerk shall be deposited in the part-Town fund.

§ 83-4-9. Home improvement contractor registrations.

[Added 4-11-2011 by L.L. No. 6-2011]
9-1. No Home Improvement Contractor shall do any work that requires a building, plumbing, electrical or fire prevention permit on any premises being used in whole or in part for residential purposes in the Town of Amherst unless first duly registered in a manner required by this Part. A license issued in accordance with this Part IV shall also constitute the registration required in this section. For purposes of this § 83-4-9, the registration requirements of this Part shall not apply to a property owner doing work on residential premises owned by him, provided that he has obtained the required permits and paid all required fees. The licensing requirements contained in Sections
§§ 83-4-1 through 83-4-8 are not superseded by these registration regulations. All licensing regulations remain in effect.

Registrations shall be valid for a ~~one (1)~~ two (2) year period and can be issued at any time throughout a year.

9-2. Application for Registration. The application for a Home Improvement Contractor shall be prepared by the Commissioner of Building and at a minimum shall contain the following information:

If a person: The name, residence and business address of the applicant.
If a partnership: The name, residence and business address of each partner.
If a domestic corporation: The name and business address of the corporation; the names and residential addresses of the principal officers of the corporation.

~~Strikethrough~~ = Deleted language; Underline = Added language

Attachment: ProposedLocalLaw (RES-2021-77 : LL to Amend Chapter 83, Building Construction Administration)

If a foreign corporation: The date that the corporation was authorized to do business in the State of New York, the names of the officers and local agents and their residence and business addresses.
Whenever a residential address is required, the residential address shall be associated with real property. A Post Office Box address shall not be allowed.
A description of the specific type of business or work performed by the applicant.
The number of years the applicant has been engaged in the business for which the applicant is seeking registration.
Satisfactory evidence that the applicant has current coverage or an acceptable exemption certificate for Workers' Compensation.
Satisfactory evidence that the applicant has current coverage for New York State Disability Insurance.
A current and valid telephone number for the applicant.
The approximate number of persons to be employed by the applicant.

9-3. The fee for a Home Improvement Contractor registration is ~~twenty-five~~ fifty dollars ~~($25.00)~~ ($50.00).

Section 4. Effective Date.

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

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

Attachment: ProposedLocalLaw (RES-2021-77 : LL to Amend Chapter 83, Building Construction Administration)

~~Strikethrough~~ = Deleted language; Underline = Added language

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Town Clerk
Initiated by: **Kathleen Cooper**
Co-Sponsored by:

DOC ID: 22672 **RESOLUTION 2021-78** **ADJOURNED**

Local Law Amending Chapter 19, Ethics

A public hearing for "A Local Law Amending Chapter 19 of The Code Of The Town of Amherst With Respect To The Code of Ethics".

The purpose of this Local Law shall be to amend various section of Chapter 19 of the Code of the Town of Amherst with respect to the list of officials, notice and verification of filing.

1/19/2021
A motion to adjourn to April 19th was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None for the purposes of this resolution.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 4/19/2021 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Deputy Supervisor	
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala	

LOCAL LAW NO.___ -2021

TOWN OF AMHERST

COUNTY OF ERIE, STATE OF NEW YORK

A Local Law Amending Chapter 19 of the Code of the Town of Amherst With Respect to the Code of Ethics

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 19 of The Code of The Town of Amherst With Respect To The Code of Ethics."

Section 2. Purpose

The purpose of this Local Law shall be to amend various sections of Chapter 19 of the Code of the Town of Amherst with respect to the list of officials, notice and verification of filing.

Section 3.

Chapter 19 of the Code of the Town of Amherst is amended as follows:

§ 19-1. Title.
This chapter may be cited as the "The Code of Ethics."

§ 19-2. Statutory authority; ~~intent.~~
The Code of Ethics is enacted pursuant to Article 18 of the General Municipal Law and in recognition of the policy of the State of New York and the Town of Amherst to maintain the highest standards of integrity in public service.

§ 19-3. Intent.
A. The Code of Ethics is intended to afford Town officers and employees guidance in conforming to ethical standards; to promote public confidence in the integrity of Town government; to require public disclosure of financial interests that may influence, or be perceived as influencing, actions of Town officers and employees; to minimize unwarranted suspicion; and, to provide for fair and effective administration of this Code. This Code of Ethics shall be in addition to all of the restrictions, standards and provisions pertaining to the conduct of Town officers and employees.

~~Strikethrough~~ = Deleted language; Underline = Added language

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

B. This Code of Ethics is further enacted to:

1. Establish high standards of ethical conduct for Town officers and employees.

2. Afford Town officers and employees clear guidance in conforming to such standards.

3. Promote public confidence in the integrity of Town government.

4. Require public disclosure of financial interests that may influence, or be perceived as influencing, actions of Town officers and employees.

5. Facilitate consideration of potential ethical problems before they arise.

6. Minimize unwarranted suspicion.

7. Enhance accountability of government to the people it serves.

8. Provide for fair and effective administration of this Code.

§ 19-~~3~~4. Definitions.
As used in the Code of Ethics, the following terms shall have the meanings indicated:

AGENCY
Any office, board, body, advisory board, council, commission, agency, department, district, administration, division, bureau or committee of the Town of Amherst; and shall include but not be limited to the Town Board, ~~Zoning Board of Appeals, Planning Board, Traffic Safety Board, Recreation Commission, Library Board of Trustees, Board of Ethics, Government Study Committee, Youth Board, Board of Assessment Review, Senior Citizens Advisory Board, Amherst Industrial Development Agency, 9/11 Commemoration Commission, Amherst Committee on Disabilities, Amherst Community Diversity Council, Amherst Veterans Committee, Arts and Culture in Public Places Board, Board of Electrician Examiners, Board of Plumbing and Drainage Examiners, Citizens' Financial Advisory Committee, Employee Suggestion Review Committee, Energy Conservation Committee, FOIL Board, Glen Park Joint Board, Historic Preservation Commission, Information Technology Advisory Committee, Minority/Woman Owned Business in Amherst, Open Government Advisory Board, Recycling and Waste Committee~~ Amherst Committee on Disabilities, Amherst Community Diversity Council, Amherst Industrial Development Agency, Amherst Veterans Committee, Arts and Culture in Public Places Board, Board of Assessment Review, Board of Electrician Examiners, Board of Ethics, Board of Plumbing and Drainage Examiners, Citizens' Financial Advisor Committee, Design Advisory Board, Employee Suggestion Review Committee, Energy Conservation Committee, FOIL Board, Glen Park Joint Board,

~~Strikethrough~~ = Deleted language; Underline = Added language

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

Government Study Committee, Historic Preservation Commission, Information Technology Advisory Committee, Library Board of Trustees, Minority/Woman Owned Business, 911 Commemoration Commission, Open Government Advisory Board, Planning Board, Recreation Commission, Recycling and Waste Committee, Senior Citizens Advisory Board, Traffic Safety Board, Youth Board and Zoning Board of Appeals in Amherst, or an improvement district as provided by Article 12 of the Town Law.

APPEAR and APPEAR BEFORE
Communicating in whatever form, whether personally or through another person.

BUSINESS DEALING
Having or providing any contract, service or work with a municipality; buying, selling, renting, leasing or otherwise acquiring from or dispensing to a municipality any goods, services or property; or applying for, petitioning, requesting or obtaining any approval, grant, loan, license, permit or other privilege from the municipality.

CONFLICT OF INTEREST
A situation in which a person has a duty to more than one person or entity but could not do justice in the actual performance adverse to the interest of both parties. This also includes the situation in which the concerns or aims of two different parties or organizations are incompatible or a situation in which a person is in a position to derive personal benefits from actions or decisions made in their official capacity.

DISCRETIONARY ACT
Any action involving the exercise of judgment or discretion by a municipal officer or employee, either individually or as a member of any agency, and includes but is not limited to negotiation, approval, advice, recommendation, authorization or audit.

FAMILY MEMBER
A spouse, child, stepchild, brother, sister, parent, half-child, brother/sister-in-law, parent-in-law or dependent of a municipal officer or employee.

GIFT OR FINANCIAL BENEFIT
Money, service, loan, travel, entertainment, hospitality or any financial transaction on terms not available to the general public but shall not include normal hospitality or promotional materials if such hospitality or materials do not exceed One Hundred Dollars ($100.00) in value and are not received in circumstances in which it might reasonably be inferred that they were given with intention to influence or reward them in relation to the performance of their duties.

~~Strikethrough~~ = Deleted language; Underline = Added language

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

GOVERNING BODY
The Town Board of the Town of Amherst.

MINISTERIAL ACT
An action performed in a prescribed manner without the exercise of judgment or discretion as to the propriety of the act.

PAID TOWN OFFICER, EMPLOYEE OR OFFICIAL
Any Town officer, employee or official who receives a salary from the Town or who is compensated by the Town on a per-diem or hourly basis, but does not include a Town officer, employee or official who is solely reimbursed by the Town for expenses incurred in the course of his or her duties.

PARTICULAR MATTER
Any business dealing with the Town or any application therefor or any case, proceeding, determination, investigation, charge, accusation or arrest or any other matter involving a discretionary act of a Town officer or employee, but does not include the proposal, consideration or enactment of local laws, ordinances or regulations of general application.

PERSON
An individual, corporation, partnership, unincorporated association, LLC, LLP and all other legal entities.

POLITICAL PARTY
Any political party which appears on the ballot in the last biennial Town election.

RELATED PARTY
A spouse, child, parent, brother or sister of the Town officer or employee and a party with whom the Town officer or employee or his/her spouse, child, parent, brother or sister has or intends to enter into an employment, professional, business or financial relationship.

SPOUSE
A husband or wife from whom the Town officer or employee is not legally separated.

TOWN
The Town of Amherst, and includes all agencies thereof and officers, employees and officials thereof.

~~Strikethrough~~ = Deleted language; Underline = Added language

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

TOWN CLERK
The Clerk of the Town of Amherst.

TOWN OFFICER OR EMPLOYEE
Any officer, ~~or~~ employee, or intern of the Town of Amherst, whether paid or unpaid, including public officials and all other members of any agency in the Town of Amherst, but does not include the Town Justices, officers or employees of the Unified Court System. Volunteer firemen and civil defense volunteers shall not be deemed to be Town officers or employees.

TOWN OFFICIAL
Any Town officer, employee who has the authority, either alone or as a member of an agency/committee/board to perform discretionary acts on behalf of the Town with respect to any business dealing. "Town official" shall not include Town Justice and any Town officer or employee who performs only ministerial acts and duties.

§ 19-5. Applicability.

The requirements of this Code shall not replace but shall be in addition to all other legal requirements pertaining to the conduct of Town officers and employees. Every provision of this Code, except as expressly limited herein, shall apply to every officer and employee of the Town, whether paid or unpaid. It shall also apply to members, directors, officers and employees of any not-for-profit corporation if a majority of such corporation's members or directors serve by reason of their Town positions or if a majority of such corporation's officers or directors are appointed by one or more Town officers or bodies, such as the Amherst Industrial Development Agency. Any such not-for-profit corporation shall be deemed to be a Town agency for the purpose of this Code. The members, directors, officers and employees of any such corporation shall be deemed to be Town officers or employees for the purposes of this Code. It shall also apply to any person who is a member of a Town board, agency, commission, council or body, whether paid or unpaid, as well as to personal service/consultant contractors of Town Development Agencies defined above. This Code shall not apply to officers or employees of the Town Court of the Town of Amherst, unless adopted by their respective governing bodies. The Board of Ethics shall have discretion to grant a temporary exception to the provisions of this Chapter for any officer, employee, person, board, commission or agency to which this Chapter applies.

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§ 19-46. General regulations.

A. No Town official or employee shall:

(1) Act as attorney, agent, broker, employee, consultant or representative for any person in connection with any business dealing that person has with the Town.

(2) Directly or indirectly, solicit any gift, or accept or receive any gift or series of gifts, having an annual aggregate value of One Hundred Dollars ($100.00) or more, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him or her or could reasonably be expected to influence him in the performance of his official duties or was intended as a reward for any official action on his or her part. The foregoing limitation shall not apply to campaign contributions not otherwise prohibited by law.

(3) Take or refrain from taking any action or agree to take or refrain from taking any action or induce or attempt to induce any other Town officer or employee to take or refrain from taking any action on any matter before the Town in order to obtain a pecuniary or material benefit for:

(a) Himself or herself;

(b) A family member;

(c) Any partnership, LLP or unincorporated association of which the Town officer or employee or family member, is a member or employee or in which he or she has a proprietary interest;

(d) Any corporation, LLC of which the Town officer or employee, or family member is an officer or director or of which he or she legally or beneficially owns or controls more than five percent (5%) of the outstanding stock;

(e) Any person with whom the Town official, or his or her family member, has an employment, professional, business or financial relationship; or

(f) Any person from whom the Town officer or employee or his or her spouse has received within any twelve-month period during the previous twenty-four (24) months a pecuniary or material benefit having an aggregate value greater than One Thousand Dollars and Zero

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

Cents ($1,000.00), unless said individuals make up less than five percent (5%) of a class of individuals benefitted.

(4) Appear before the agency/committee/board served by or which employs such Town officer or employee except on behalf of the Town or on his or her own behalf.

(5) Appear before the Town except on behalf of the Town or on his or her own behalf. This subsection shall only apply to officers and employees who are elected or who are paid by the Town.

(6) Appear as attorney or counsel against the interests of the Town in any matter in which the Town is a party or a complainant.

(7) Solicit any nonelected officer or employee of the Town to participate in an election campaign. This subsection shall not prohibit an elected officer from soliciting such participation from officers and employees who are appointed by and directly subordinate to such elected officer and who serve in positions which are in the exempt classification or the unclassified service under the Civil Service Law.

(8) Directly or through a person, campaign committee or other organization authorized to act on his or her behalf solicit any nonelected officer or employee of the Town to pay or promise to pay any assessment, subscription or contribution to a political party, political party organization or election campaign. This subsection shall not prohibit a general solicitation of a class of persons.

(9) Directly or through a person or campaign committee or other organization authorized to act on his or her behalf, solicit participation in an election campaign or payment or promise of payment of any assessment, subscription or contribution to a political party, political party organization or election campaign from any person who, to the knowledge of the municipal officer or employee, has or, within the previous twelve (12) months, has had any business dealing with the municipality. This subsection shall not prohibit a general solicitation of a class of persons.

(10) Directly or through a person or campaign committee or other organization authorized to act on his or her behalf, utilize Town property, the Town Seal, the Town Logo or stationery where the header or footer states the person's employment as a Town of Amherst employee, to solicit participation in an election campaign or payment or promise of payment of any assessment, subscription or contribution to a political party, political party organization or election campaign.

~~Strikethrough~~ = Deleted language; Underline = Added language

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(11) Except where such disclosure is authorized by law, disclose any confidential information acquired in the course of his or her official duties or use any such information to advance the financial or other private interest of himself or herself or any other person.

(12) After termination of his or her term of office or employment with the Town, appear before the Town or receive compensation for any services rendered on behalf of any person other than the Town in relation to any particular matter upon which he or she took any discretionary act during his or her term of office or employment with the Town.

B. No partnership, LLP, LLC or corporation or unincorporated association of which a Town official is a member or employee or in which he or she has a proprietary interest nor any corporation, LLC of which he or she is an officer or director or legally or beneficially owns or controls more than five percent (5%) of the outstanding stock shall appear before the agency served by such Town official on behalf of any person other than the Town or itself.

C. No partnership, LLP or unincorporated association of which a Town official who is elected or paid by the Town is a member or employee or in which he or she has a proprietary interest nor any corporation, LLC of which he or she is an officer or director or of which he or she legally or beneficially owns or controls more than five percent (5%) of the outstanding stock shall appear before the Town on behalf of any person other than the Town or itself.

D. Nothing in this section shall be construed to prohibit a Town officer or employee or any other person from receiving a municipal service or benefit or using a municipal facility which is generally available to residents or a class of residents in the Town.

E. Nothing in this section shall be construed to prohibit any Town officer or employee listed in §11 of the Domestic Relations Law from accepting any gift or benefit having a value of One Hundred Dollars ($100.00) or less for the solemnization of a marriage by that Town officer or employee at a place other than the Town officer's or employee's normal place of business or at a time other than the officer's or employee's normal hours of business and except as may be otherwise restricted by law.

F. Nothing in this section shall be construed to prohibit a Town officer or employee from performing any ministerial act.

G. A person who knowingly violates any provision of this section may, in addition to any penalty contained in any other provisions of law, be dismissed,

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suspended or removed from office or employment in the manner provided by law.

§ 19-~~5~~7. Transactional disclosure and recusal; definitions.

A. Whenever a Town official is requested or required to take any action on a matter before the Town and, to his or her knowledge, either the performance or nonperformance of that action would provide a pecuniary or material benefit to himself or herself or to any related person different from that which would be derived from the action by reason of its general application to a broad class of persons deriving such benefit, the Town official shall not participate in that matter unless the official's recusal prohibits Town action, then said officer or employee shall participate after full disclosure and reference to the particular legislation otherwise prohibiting Town action. The Town officer or employee also shall file promptly with his or her immediate superior, if any, and with the Town Clerk a signed statement disclosing the nature and extent of that interest.

B. For purposes of this section, the following terms shall have the meanings indicated:

RELATED PERSON

(1) A family member.

(2) Any corporation of which the municipal officer or employee is an officer or director or of which he or she legally or beneficially owns or controls more than five percent (5%) of the outstanding stock.

(3) Any person with whom the municipal officer or employee or his or her family member has an employment, business or financial relationship.

(4) Any person from whom the municipal officer or employee or his or her spouse has received within any twelve (12) month period during the previous twenty-four (24) months a pecuniary or material benefit having an aggregate value greater than One Thousand Dollars and Zero Cents ($1,000.00).

C. Nothing in this section shall be construed to prohibit a Town officer or employee from performing any ministerial act or to require a Town officer or employee to file a disclosure statement pursuant to Subsection A of this section prior to performing any ministerial act. The award of a contract by an officer or employee pursuant to the public bidding requirements of §103 of the General Municipal Law shall be deemed a ministerial act.

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§ 19-~~6~~8. Disclosure statement.

A. Long Form Disclosures: All elected Town officials, all department heads and all Town Officials who are elected, appointed, paid or unpaid, who are members of the ~~Zoning Board of Appeals, Planning Board, Youth Board, Traffic Safety Board, Government Study Committee, Recreation Commission, Board of Assessment Review Amherst Industrial Development Agency, Board of Ethics, Board of Electrician Examiners, Board of Plumbing and Drainage Examiners, Citizens' Financial Advisory Committee, Energy Conservation Committee, FOIL Board, Historic Preservation Commission and the Open Government Advisory Board~~ Amherst Industrial Development Agency, Board of Assessment Review, Board of Plumbing and Drainage Examiners, Board of Electrician Examiners, Board of Ethics, Citizens' Financial Advisory Committee, Design Advisory Board, Energy Conservation Committee, FOIL Board, Government Study Committee, Historic Preservation Commission, Open Government Advisory Board, Planning Board, Recreation Commission, Traffic Safety Board, Youth Board and Zoning Board of Appeals shall file with the Town Clerk, who for the purpose of this section shall also be deemed the Secretary of the Board of Ethics as hereinafter set forth, a signed, annual disclosure statement within thirty (30) days of taking office and no later than April 30 of each year thereafter. Within thirty (30) days of any change in the information contained in his or her most recently filed statement, the ~~public~~ Town official shall file a signed amendment to the statement indicating the change.

B. Information to be disclosed by all those Town officials defined in Section 19-6A shall be in the following form:

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(1) Name:

Address:
Email Address:

If married, spouse's name:

(2) (a) Title of Town position:

(b) Department, agency or other governmental entity:

(3) Do you receive any benefits, compensation or other consideration that are derive directly or indirectly from your employment or association with the Town of Amherst other than your remuneration from the Town?

Yes _____ No _____

If YES, please describe the nature, source of and amount such benefits, compensation o other consideration.

Nature	**Source**	**Amount**

(4) List the address and SBL of all real property in which you, your spouse or other famil member of your household has an ownership or other financial interest.

Name of Owner	**Address**

(5) List the name and address of any partnership, unincorporated association, corporation business or employer of any sort of which you or your spouse is a member, officer o employee or from which you or your spouse derive income of any nature, giving you position and/or your spouse's position, if any, with such entity.

Self/Spouse	**Position**	**Organization and Address**

(6) List the name and address of any corporation, partnership, unincorporated associatio or business of which you or your spouse legally or beneficially owns or controls mor than 5% of the issued and outstanding stock or other ownership rights.

Self/Spouse	**Organization and Address**

~~Strikethrough~~ = Deleted language; Underline = Added language

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

(7) State any self-employment, and the general nature thereof, from which you or you spouse has derived gross income in excess of $2,000 during the previous calendar year.

Self/Spouse **General Nature**

(8) If you are unable, after reasonable effort, to obtain any of the information required hereir so state and explain.

(9) List any position you held within the last 5 years as an officer of any political committe or political organization. The term "political organization" includes any independen body or any organization that is affiliated with or a subsidiary of a political party.

(10) List the source of all gifts received in the past year from the same or affiliated source aggregating in excess of $100.00 by you or a close relative, from any person or organization having had a regulatory or financial relationship with the Town within the past 2 years or expected to have such a relationship within the next 2 years, excluding gifts from a relative. The term "gifts" includes gifts of cash, property, personal items services, payments to third parties on your behalf, loans, forgiveness of debt honorariums, travel, entertainment, hospitality, tickets and any financial transaction or terms not available to the general public. The term "gifts" shall not include norma hospitality or promotional materials received within the past year if such hospitality or materials which, when aggregated by source, do not exceed $100.00 in value and are not received in circumstances in which it might reasonably be inferred that they were given with the intention to influence or reward you in relation to the performance of your duties.

Name of Family Member	Relationship to You	Name of Business Entity	Involvemen with Town

(11) List your interest or any close relative in an entity which has had financial or regulatory activity with the Town or Amherst Industrial Development Agency within the last 2 years or is expected to have such activity within the next 2 years, except for a publicly traded business organization of which you own less than 5% of the outstanding stock or ownership interest. It is not necessary to disclose personal savings accounts and retirement accounts.

~~Strikethrough~~ = Deleted language; Underline = Added language

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(12)

Name of Family Member	Relationship to You	Name of Business Entity	Involvement with Town

Outside employment. Describe any outside occupation, employment, trade, business or profession providing more than $1,000.00 per year for you or a close relative, if any, and indicate whether such activities are regulated by any state or local agency.

Name of Family Member	Position	Name, Address & Description of Organization	State or Local Agency

(13) Future employment. Describe any contract, promise or other agreement between you and anyone else with respect to your employment after leaving your Town office or position.

Past employment. Identify the source and nature of any income in excess of $1,000.00 per year from any employer, including deferred income, contributions to a pension or retirement fund, profit-sharing plan, severance pay or payments under a buy-out agreement for this year and the year prior to this year.

Name and Address of Income Source	Description of Income (i.e. pension, deferred compensation, etc)

(14) Identify and describe the source of any third-party payment or reimbursement for Town of Am st travel-related expenditures in excess of $250.00 for any matter that relates to your official duti The term "reimbursement" includes any travel-related expenses provided by anyone other than the wn for speaking engagements, conferences or fact-finding events that relate to your official duties.

Source	Description

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(15) Describe all loans and debts of you or a close relative in excess of $5,000.00 (excluding retail accommodations such as primary mortgages, home equity loans, charge accounts, lines of credit and credit cards extended in the normal course of business which are ordinarily available to the general public by financial institutions (for example, banks) and/or merchants and which are not extended in circumstances in which it might be reasonably inferred that they were extended with the intention to influence or reward you in relation to the performance of your duties):

_____ _____

~~(month, day, year)~~
(date) Signature of Reporting Individual

C. Short Form Disclosure. All Town officials who are appointed, paid or unpaid, to any board of committee for who a long form disclosure is not required shall file a Short Form Disclosure form containing the following information:

(1) Name, Address, Email Address, Telephone Number (Both Home and Cell) and if married, Spouse's name.

(2) Title of Position (Name of Board or Committee)

(3) I hereby certify that I have read Chapter 19 of the Town of Amherst Town Code (Code of Ethics) and understand its restrictions upon my activities. I further certify that I will follow these provisions and that I do not have any conflict of interest as defined in the Code of Ethics.

Name & Date

§ 19-9. Transactional Disclosure Statement Required

A. Private interests. A Town officer or employee shall, before taking, advising or participating in any official discretionary action affecting his or her known private interest or the private interest of a related party, file a statement disclosing such interest and defining the proposed action.

~~Strikethrough~~ = Deleted language; Underline = Added language

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B. Professional or business transactions. If a Town officer or employee wishes to enter into an employment, professional, business or financial transaction, other than a normal retail purchase or credit transaction on the same terms as are available to the general public, with another party and such other party has pending or is known by such Town officer or employee to be considering or has had pending within the prior twelve (12) months any financial or regulatory matter with a Town agency and the Town officer or employee or a subordinate officer or employee has participated in or is authorized to participate in any official discretionary action affecting such matter, the Town officer or employee shall file a statement disclosing such transaction and disclosing the nature of his or her participation in such action prior to entering into such transaction. If a Town officer or employee learns that a related party proposed to enter or has entered into such a transaction, then he or she shall promptly file such a statement.

§ 19-~~7~~10. Civil penalty; penalties for offenses.

A. Statement of financial disclosure.

(1) A reporting individual who knowingly ~~and willfully~~ fails to file an annual statement of financial disclosure as ~~provided~~ required herein shall be presumed to have voluntarily withdrawn from membership on the committee/board they were appointed to.

(2) A reporting individual who knowingly and ~~willfully with intent to deceive~~ makes a false statement or gives information which such individual knows or should have known to be false on such statement of financial disclosure filed pursuant to this Chapter shall be assessed a civil penalty in an amount not exceed Ten Thousand Dollars and Zero Cents ($10,000.00). Assessment of a civil penalty hereunder shall be made by the Town of Amherst Board of Ethics following a hearing which follows the procedure set forth in the rules of procedure adopted by the Board of Ethics.

(3) A reporting individual fails to file an amended financial disclosure within thirty (30) days of any change in information contained in his/her most recently filed financial disclosure statement shall be presumed to have withdrawn from membership in the committee or board that they were appointed to.

(4) For a violation of this subsection 2, the Town of Amherst Board of Ethics may, in lieu of a civil penalty, refer said violation to the District Attorney and, upon such conviction~~, but only after such referral, such violation shall be punishable as a misdemeanor~~.

~~Strikethrough~~ = Deleted language; Underline = Added language

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(5) Notwithstanding any other provision of law to the contrary, no other penalty, civil or criminal, may be imposed for failure to file or for false filing of such statement, except that the appointing authority may impose disciplinary actions as otherwise provided by law.

B. For violations of the conflict of interest and transactional disclosure provisions of this chapter, the Town of Amherst Board of Ethics shall assess a civil penalty in an amount not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00) or, in lieu thereof, issue a public censure or private admonition. In addition, the appointing authority may impose disciplinary action as otherwise provided by law.

C. For violations of the Section 19-4(A)(10) the Town of Amherst Board of Ethics shall assess a civil penalty in an amount not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00) or, in lieu thereof, issue a public censure or private admonition. In addition, the appointing authority may impose disciplinary action as otherwise provided by law including removal from office/employment. For a violation of Section 19-4(A)(10), the Town of Amherst Board of Ethics may, in lieu of a civil penalty, refer a violation to the District Attorney and upon such conviction but only after such referral, such violation shall be punishable as a Class A misdemeanor.

D. The Town of Amherst Board of Ethics shall adopt rules governing the conduct of adjudicatory proceedings and appeals relating to the assessment of civil penalties herein authorized. Such rules shall provide for due process procedural mechanisms substantially similar to those set forth in Article 3 of the State Administrative Procedures Act, but such mechanisms may not be identical in terms or scope.

E. No reporting individual shall be subject to the sanction contained in Subsections 1 or 2 for any offense that occurred more than two (2) years before Notice is provided to that individual that he/she has violated the provisions of the Ethics Code.

F. Assessment of a civil penalty shall be final unless modified, suspended or vacated within thirty (30) days of imposition and, upon becoming final, shall be subject to review at the instance of the affected reporting individual in a proceeding commenced against the Town of Amherst Board of Ethics pursuant to Article 78 of the Civil Practice Law and Rules.

§ 19-~~8~~11. Maintenance of disclosure statements.
Transitional disclosure statements and annual disclosure statements shall be a matter of public record and shall be filed and indexed with the Town Clerk.

~~Strikethrough~~ = Deleted language; Underline = Added language

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The Town Clerk shall retain such disclosure statements for a period of not less than seven (7) years from the date of filing.

§ 19-~~9~~12. List of officials; notice and verification of filing.

A. On or before the first day of April of each year the Town Supervisor, together with the Town Clerk, shall:

(1) File with the Town Clerk a list of names and offices or positions of all officials and employees required to file annual disclosures; and

(2) Notify all persons required to file annual disclosure forms and request that the same be filed with the Town Clerk no later than April 30th of ~~each year~~ or the subsequent business day. Said notifications are to be sent to the person's current residence on file with the Town Clerk and also be sent via email, if email is available.

(3) Notify all Department Heads/Town Board liaisons of the names of these persons required of the names and offices or positions of all officers and employees required to file annual disclosures with an indication of whether that individual has filed the required disclosure form.

(4) If the notice is returned, the Town Clerk within three (3) business days will then notify the relevant Department Head/Town Board liaison of the same within three (3) business days. Upon receipt of such notice, the Department Head/Town Board liaison shall immediately notify the person in writing (email shall suffice) that he/she needs to file the annual disclosure statement.

B. On or before the 15th day of May of each and every year, the Board of Ethics shall meet to ascertain and verify that every required individual has filed the required disclosure statement.

C. Failure of the Supervisor and the Town Clerk to notify any or all individuals required to file disclosure statements shall not relieve Town officials~~s~~ or employees of their duty to file the disclosure statements.

§19-13. Disclosure of Interest by Town Board member; abstention from action.

When a member of the Town Board must take official action on a matter in which the board member has a substantial personal economic interest, which interest is distinct from that of the general community, the member's constituents or a substantial class of the general community he or she shall

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divest himself or herself of that interest or shall publicly disclose the nature and extent of such interest in writing to the Town Board. The board member ~~may~~ shall abstain from participating in such action upon consideration of any possible inference of impropriety and the affirmative public need for his or her participation in the action under consideration. ~~The board member's decision not to abstain shall not be deemed unethical.~~

§19-14. Applicant Disclosure

A. Where a person requests the Town or a Town officer, official or employee to take or fail to take any action (other than a ministerial act) that may result in a financial benefit ~~both to the requester and~~ to either any officer, official or employee of the Town, the ~~requester~~ Town officials shall disclose the names of any such persons, to the extent known to the requester at the time of the request.

B. If the request is made in writing, the disclosure shall accompany the request. If the request is oral and made at a meeting of a public body, the disclosure shall be set forth in the public record of the body. If the request is oral and not made at a meeting of a public body, the disclosure shall be set forth in writing filed with the Town Clerk.

§19-15. Registration before Town Agency

No Town officer or employee shall receive or enter into any agreement, whether expressed or implied, for compensation for services to be rendered in relation to any matter before any Town agency; provided, however, that this Section shall not be applicable if the Town officer or employee does not receive compensation by reason of his or her Town position and the matter is not before his or her own agency.

§19-16. Gifts and Financial Benefit.

A. No Town officer or employee shall directly or indirectly solicit, accept or receive any gift or financial benefit from or on behalf of any person or organization that has pending or is known by such Town officer or employee to be considering or has had pending within the prior twelve (12) months any financial or regulatory transaction with any Town agency in which he or she serves or over which he or she has any jurisdiction or appointing power.

B. For purposes of this Code, a Town officer's or employee's acceptance of travel and travel-related expenses from or on behalf of any person or organization that has pending or is known by such Town officer or employee to be considering or has had pending within the prior twelve (12) months can be considered a gift to the Town of Amherst rather than to the Town officer or employee when:

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(1) The travel is for a Town purpose and therefore could properly be paid for with Town funds;

(2) The travel arrangements are appropriate to that purpose; and

(3) The travel is no longer than reasonably necessary to accomplish the business which is its purpose.

C. To avoid an appearance of impropriety, advanced notice of such travel, including itinerary and a proposed travel budget, should be submitted to the Board of Ethics for review, when practicable. Following the conclusion of the trip, the official should report to the Board of Ethics the itinerary and actual travel disbursements and payments or reimbursements of expenses.

§19.17. Future Employment.

No Town officer or employee, without proper disclosure to the Town Board shall solicit, negotiate for or promise to accept employment by any person, firm or corporation with which he or she or his or her agency is engaged on behalf of the Town in the transaction of business or which is or may be affected by his or her official action.

§19.18. Appearance of Compensation After Termination of Service

No Town officer or employee without proper disclosure to the Town Board shall, after the termination of service or employment with such municipality, appear before any agency of the Town or receive compensation for services in relation to any specific case, proceeding, application or matter before a Town agency or against the Town's interest in which he or she personally participated in the course of his or her service or employment.

§19.19. Abuse of Position

No Town officer or employee shall accept any employment, enter into any transaction or acquire any investment under circumstances in which any impression may reasonably be created that he or she will be influenced thereby in the conduct of his or her duties. No Town officer or employee shall use or attempt to use his or her official position to secure unwarranted benefits, privileges or exemptions for himself or herself or for others.

§19.20. Board Removal

Notwithstanding provisions set forth in the Code of the Board of Ethics, Town officials or its officers covered by this Code of Ethics who violate its provisions set forth herein may be removed by the Supervisor if appointed by him/her,

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by the Town Board through a majority vote for appointments made by the Town Board, and by the Town Board through a majority vote for individuals appointed or designated by third parties.

§19.21.

~~B.~~ Any member serving on a Town board or committee who affirmatively commences a lawsuit against the Town, or is a named party to a lawsuit against the Town and/or any board while serving as a member of that board, must disclose to that board his or her involvement in the lawsuit and must refrain from participating in all board decisions that entail or are likely to entail issues that form the basis of the litigation and may be removed; and

§19.22

~~C.~~ Any member who receives financial and/or noneconomic gains from representing groups, corporations, or individuals in legal actions brought against the Town and/or any board shall not simultaneously serve as a board member on any board of the Town of Amherst and may be removed; and

§19-23

~~D.~~ Whenever necessary, the Supervisor shall require each member to disclose all conflicts on matters before the Board, and Board members shall recuse him/herself, if necessary, from any decision or underlying considerations regarding such matters.

(1) Nothing herein shall be deemed to impose civil penalties on Board members.

(2) Nothing herein shall be deemed to bar a Board member from bringing a timely suit against the Town or its agencies for personal injuries or damages as allowed by law.

§19-2~~1~~4. Reservation of Right.

Nothing in this Code shall be deemed to bar or prevent the timely filing by a present or former Town officer or employee of any claim, account, demand or suit against the Town or any agency thereof on behalf of himself or any member of his family arising out of personal injury or property damage or for any lawful benefit authorized or permitted by law.

§19.2~~2~~5 Distribution of Provisions.

The Supervisor shall cause a copy of this Code to be compiled with Article 18 of the New York General Municipal Law and such other material he or she shall deem relevant. He or she shall cause a copy of such compilation to be

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distributed to every officer and employee of the Town within thirty (30) days of the adoption of this code or as soon thereafter as may be practicable. Every officer and employee elected or appointed thereafter shall be furnished a copy of such compilation within ten (10) days after entering upon the duties of his or her position.

§ 19-~~112326~~. Duty to report.
Every Town officer or employee shall report to the Erie County District Attorney or the Town Attorney any action which may reasonably be interpreted as an improper attempt to influence him in the conduct of his office.

§19-~~102427~~. Board of Ethics.
A. A Board of Ethics is established and shall be known as the "Town of Amherst Board of Ethics."

B. The Board of Ethics shall consist of five (5) members who shall serve five (5) year terms of office, one such term expiring each year. Members shall be appointed by the Supervisor, subject to confirmation by the Town Board. If the Supervisor shall fail to appoint the members within thirty (30) days after the establishment of the Board of Ethics or within thirty (30) days after a vacancy occurs on the Board of Ethics, the Town Board shall appoint such member or members as the case may be. ~~Only o~~ One (1) member of the Board shall be an officer or employee of the Town of Amherst. In the event that a vacancy occurs prior to the expiration of the five (5) year term, such vacancy shall be filled for the balance of such term in the same manner as members are appointed to full terms. All members shall reside within the Town of Amherst. All members shall serve without compensation except that any member who is a Town of Amherst officer or employee shall be entitled to his usual compensation when attending upon the business of the Board of Ethics during normal working hours.

C. No more than two (2) members of the Board of Ethics may be affiliated with the same political party. No member of the Board of Ethics may hold an officer's position in any political party except such person may be a member of a county committee of a political party. The members shall elect a Chairman from among themselves and such other officers as may be deemed necessary from time to time.

D. A Board of Ethics member may be removed by the Town Supervisor with the approving consent of not fewer than four (4) members of the Town Board after a finding of substantial neglect of duty, gross misconduct in office, inability to discharge the powers or duties of the office or violation of this chapter after written notice of the charges and an opportunity for reply.

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

E. The Town Clerk shall be the Clerk of the Board of Ethics. All documents filed with the Town Clerk shall be deemed for the purposes of this chapter to be filings with the Board of Ethics.

F. The Board of Ethics established hereunder shall render advisory opinions to Town residents or employees on written request and, upon request of the Town Board, make recommendations to such Town Board as to any amendments of this chapter. The opinions of the Board of Ethics shall be advisory and confidential and in no event shall the identity of the town employee be disclosed except to authorized persons and agencies. Such opinions shall be on the advice of counsel employed by the Board of Ethics or, if none, of the Town Attorney.

G.~~F~~. The Board of Ethics shall have all the powers and duties as prescribed by Article 18 of the General Municipal Law. The Board of Ethics may adopt and amend such rules or procedures as are appropriate.

H. Such Board of Ethics upon its formation shall promulgate its own rules and regulations as to its form and procedures and shall maintain appropriate records of its opinions and proceedings.

Section 4. Effective Date

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

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

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Town Clerk
Initiated by: **Kathleen Cooper**
Co-Sponsored by:

DOC ID: 22782 **RESOLUTION 2021-79** **WITHDRAWN**

Demolition of 373 Darwin Drive

Whereas, by Resolution 2020-825 approved by the Amherst Town Board at its October 19, 2020 meeting, the Commissioner of Building further recommended that in accordance with Section 151-53 of the Property Maintenance Code, the appropriate persons and entities should be put on notice that the dwelling and accessory structures must be either demolished or brought into compliance with all applicable codes by the 2nd Town Board meeting in January 2021, otherwise the Town of Amherst will proceed with demolition and that the cost of demolition and related activities, but not limited to asbestos abatement and monitoring, rodent control, and appropriate restoration of the property, shall be placed on the tax bill for the owner of 373 Darwin Drive.

Whereas, the Commissioner of Building has since inspected the dwelling at 373 Darwin Drive and found the structure to have undergone significant and adequate repairs to bring the dwelling back into compliance, therefore, alleviating the need for demolition.

Therefore Be It Resolved, that this public hearing be Withdrawn.

FINANCIAL IMPACT:

n/a

RESULT: WITHDRAWN

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Councilmembers
Initiated by: **Jacqualine Berger**
Co-Sponsored by:

DOC ID: 22784 **RESOLUTION 2021-80** **ADOPTED**

Amherst Town Recreation Commission Reappointment

WHEREAS, the Amherst Town Recreation Department, also known as the Amherst Recreation Commission or Rec Commission, maintains a strong liaison with the Amherst Town Board; and

WHEREAS, activity volunteers and the varied recreation and sport constituencies conduct programming and competitions on Town property through shared communication, trust, and strategies which serve and promote the advancement of recreational participation for all age levels in Amherst; and

WHEREAS, Timothy Gardner has served on the Amherst Recreation Commission with his term recently ending; and

WHEREAS, Mr. Gardner has expressed interest in continuing to serve.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board re-appoints Timothy Gardner to serve through December 31, 2027.

1/19/2021
Consent

FINANCIAL IMPACT:

None.

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Councilmembers
Initiated by: **Deborah Bruch Bucki**
Co-Sponsored by:

DOC ID: 22774 **RESOLUTION 2021-81** **ADOPTED**

Exempt Employee Extended Sick Leave Program

Whereas, Resolution 2018-1050 entitled "Adoption of the Exempt Employee Sick Leave Program" established a program to create a sick leave bank to make available extra leave time for exempt employees who have encountered an accident and/or suffered a serious illness that has exhausted their sick time, personal leave, and vacation credits; and

Whereas, this resolution further stated that the "program shall operate and remain in effect until December 31, 2020, at which time the program and its efficacy shall be reviewed by the Town Board or its designees for consideration of its continuation".

Now, therefore, be it resolved that the deadline for review and continuation of the program be extended to December 31, 2021, due to the extreme challenges caused by the Coronavirus Pandemic.

Now, therefore, be it further resolved that the Amherst Town Board re-appoints the membership as follows, all for terms ending on December 31, 2021:
Town Attorney, Stanley Sliwa
Human Resource Director, Robert McCarthy
Central Alarm Department Head, Steven Matisz
Senior Services Department Head, Brian Bray
Town Resident, Andrea Dawn Stokes RN
Town Resident, Gladys Diji RN
Councilmember, Deborah Bruch Bucki RN, PhD

1/19/2021
Consent

FINANCIAL IMPACT:

None.

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 22762 **RESOLUTION 2021-82** **ADOPTED**

Cantwell Re-Appointment to Amherst Traffic Safety Board

WHEREAS, the Amherst Traffic Safety Board, also known as the ATSB, advises the Town Board on matters affecting traffic safety on all existing and proposed roadways, subdivisions, commercial areas, and wherever cars, bicycles, recreational vehicles and pedestrians are involved; and

WHEREAS, the ATSB had a vacancy which Kevin Cantwell filled, and upon completion of that term has expressed interest in continuing to serve the ATSB.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board re-appoint Kevin Cantwell to the Amherst Traffic Safety Board for a term to terminate 12/31/2023.

1/19/2021
Consent

FINANCIAL IMPACT:

None for this resolution.

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 22771 **RESOLUTION 2021-83** **ADOPTED**

Brompton Road – Safety Study and Design Phase

WHEREAS, Brompton Road is a north/south Town of Amherst roadway that measures 0.83 miles between Main Street and Sheridan Drive with 60 residential homes and Brompton Heights Assisted Living Facility; and

WHEREAS, Brompton Road does not have any sidewalks, and staff who work at the Brompton Heights Assisted Living Facility frequently walk along the narrow shoulder to and from the public bus stop at the corner of Main Street; and

WHEREAS, the Town of Amherst has received correspondences from the residents of Brompton Road voicing concern over vehicle speeds and lack of any pedestrian accommodations along Brompton Road; and

WHEREAS, the Amherst Traffic Safety Board reviewed the concerns of the residents at its January 6, 2021 meeting with a dozen residents in attendance, all who find the road unsafe for pedestrian travel; and

WHEREAS, speed studies taken in 2016 indicate that 85th percentile speeds are 10 mph over the posted speed limit of 30 mph; and

WHEREAS, periodic police enforcement of speeds, while helpful, do not fix the root of the problem along Brompton Road; and

WHEREAS, Brompton Road is shown as a local collector roadway within the Comprehensive Master Plan; and

WHEREAS, Amherst Traffic Safety Board recognizes that Brompton Road was not built to current collector roadway standards when constructed 120+ years ago; and

WHEREAS, the topography and obstructions within the right-of-way make the installation of a sidewalk difficult on either side of the road; and

WHEREAS, the Traffic Safety Board is recommending that an outside Engineering Firm study Brompton Road to provide recommendations on traffic calming, roadway reconfiguration, street lighting, and pedestrian safety; and

THEREFORE BE IT RESOLVED, the Amherst Town Board is in support of a study and design phase to identify a preferred alternative to improve the overall safety of the roadway for all users on Brompton Road; and

THEREFORE BE IT FURTHER RESOLVED, that funding be identified to pay for Engineering Services for a Brompton Road Safety Study and Design either in the 2021 budget, or be programmed into the 2022 budget.

1/19/2021
Consent

FINANCIAL IMPACT:

$25,000

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Town Attorney
Initiated by: **Nicole M. Burroughs**
Co-Sponsored by:

DOC ID: 22777 **RESOLUTION 2021-84** **ROLL CALL VOTE (ADOPTED)**

Amherst Gateway Park (Bond Resolution - $100,000)

AGENDA ITEM - JANUARY 19TH, 2021

TO: **Town Board**

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

DATE: **January 12, 2021**

RE: **Amherst Gateway Park**
2021-2026 C.I.P. - Project YR-2C
Bond Resolution - $100,000.00

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

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

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

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

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

Thank you.

SJS:nmb
Attachment
c: Kathy Cooper, Deputy Town Clerk
(w/attachment, **Agenda Item - January 19th, 2021**)
Daryl Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Jeffrey S. Burroughs, PE, Town Engineer *(w/attachment)*
Sara K. Burow, Senior Engineer Assistant *(w/attachment)*
Mary-Diana Pouli, Executive Director, Youth and Recreation (*w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Ellen M. Kost, Assistant Director of Planning *(w/attachment)*

1/19/2021

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

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AICP
Planning Director

Ellen M. Kost, AICP
Assistant Planning Directo

Attachment: SEQRNegDecGatewayPark-01082021094521 (RES-2021-84 : Amherst Gateway Park (Bond Resolution - $100,000))

SEQR
Negative Declaration

NOV24'20 PM 2:58 RCVD

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Planning Board	**Project:**	SP-2020-11
Address:	5583 Main Street Williamsville, NY 14221 (716) 631-7051	**Date:**	November 19, 2020

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

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

Title of Action: Site Plan Review

SEQR Status: Unlisted Action

Description of Action: Proposed installation of a small park consisting of planters, seating areas, an 8-stall onsite parking lot along the north property line and grass pavers in the east portion of the site for potential mobile library and food trucks. Work will include the site improvements not specifically stated above, including, stormwater, utilities, grading, lighting, paving, and landscaping.

Location: 143 Kenmore Ave. and 159 Niagara Falls Blvd., Amherst, Erie County

Petitioner: Town of Amherst

NOV24'20 PM 2:58 RCVD

Reasons Supporting This Determination

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

1. The 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 Engineering Department on September 3, 2020 reviewed the Grading, Drainage and Utility Plans, and the Erosion Control Plan.

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. The Planning Department reviewed a Landscape Plan submitted on October 5, 2020 and determined that it meets or exceeds Zoning Ordinance requirements for greenspace. The Landscape Plan has or will have met all Zoning Ordinance and Town requirements for landscaping.

3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The Building Department in their review of October 20, 2020 and the Planning Department in their review of October 22, 2020 determined that the subject project has or will have met all International Building Code (2015) and Zoning Ordinance regulations.

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

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The project is located in the Live Work -1 (LW-1) zoning district; neighboring uses are single family dwellings and zoned Single Family Residential (R-3 and R-4); therefore, the project is compatible with surrounding land use.

6. The proposed subject development will include the installation of a small, passive park with parking which will not cause a major change in the use of either the quantity or type of energy.

7. The project will not create any hazard to human health. The Fire Chief's Association on September 14, 2020 has reviewed the project and has no objection to the approval of the site plan, as all requirements of this agency has or will have been met.

Attachment: SEQRNegDecGatewayPark-01082021094521 (RES-2021-84 : Amherst Gateway Park (Bond Resolution - $100,000))

NOV24'20 PM 2:58 RCVD

8. The project will not cause a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses. The installation of a small, passive park with on-site parking will be consistent with the scale of surrounding land uses.

9. The function of the proposed small, passive park and parking lot will not significantly increase the number of people using the site over its previous level of use.

10. Review by the Town Traffic/Safety Board dated November 19. 2020, Erie County Dept. of Public Works –Highways Division dated October 5, 2020, and NYSDOT dated November 19, 2020 indicate that significant negative traffic impacts are not expected to result from the proposed project.

11. A coordinated review of the project has been undertaken by Town Departments including, in addition to those mentioned above, Highway on September 11, 2020, Assessor on September 9, 2020, Plumbing Division on September 14, 2020, and Right-of-Way Agent on September 9, 2020. These reviews did not identify any potential significant adverse environmental issues and indicated that the proposal will not have a significant damaging impact on the environment.

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

Planning Board Approval
Moved by: Giuliani; Seconded by: Chmiel; Ayes: 6 Noes: 0 Absent: 1 (Gelber).

Ellen M Kost, Asst. Planning Director 11/24/20
signature & title of preparer Date

Robert J. Gilmour, Planning Board Chair 11-24-20
Date

RR/ac
X:\Current_Planning\Files\Site Plans\2020\SP-2020-11_(143_Kenmore_Ave_159_Niagara_Falls_Blvd)_2020\SP-2020-11_Neg Dec_111920.doc
cc: Amherst Town Clerk
Building Department
Engineering
Fire Chiefs'
Highway
Traffic/Safety
ECDEP
NYSDOT
Engineering Department, 1100 North Forest Rd., Williamsville, NY 14221

Attachment: SEQRNegDecGatewayPark-01082021094521 (RES-2021-84 : Amherst Gateway Park (Bond Resolution - $100,000))

Town of Amherst

Youth and Recreation Department

Amherst Gateway Park Project

2021 – 2026 Capital Improvement Project YR-2C

TOA Project # 2020.031

MAP, PLAN & REPORT

January 2021

Contents:

• Background
• Location
• Project Description
• Proposed Improvements
• Project Justification
• Anticipated Project Schedule
• Financial Summary
• Project Cost Estimate
• Taxation Summary
• Town of Amherst SEQR Determination – Unlisted Action

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

Attachment: YR-2C - Amherst Gateway Park (RES-2021-84 : Amherst Gateway Park (Bond Resolution - $100,000))

Town of Amherst, Amherst Gateway Park
2021-2026 Capital Improvement Project YR-2C
TOA Project # 2020.031
Map, Plan & Report

Background

The Town of Amherst obtained grant funding from the State and Municipal Facilities Program ("SAM") from the Dormitory Authority State of New York in the amount of $365,000. The Town is converting 0.58 acres on two different parcels located at the intersection of Kenmore Avenue and Niagara Falls Boulevard into a community park. The site is a former gas station and commercial property. In 2019 the Town demolished the commercial building on 143 Kenmore Avenue and in 2020 the Town acquired the title of the 159 Niagara Falls Boulevard parcel. The Town has also allocated $100,000 of funding in the 2021 CIP, for a total project of $465,000.

Location

The project is located at the intersection of Niagara Falls Boulevard and Kenmore Avenue. The first parcel is 143 Kenmore Avenue, SBL: 79.31-3-22.1 and the second parcel is 159 Niagara Falls Boulevard, SBL: 79.31-3-23.

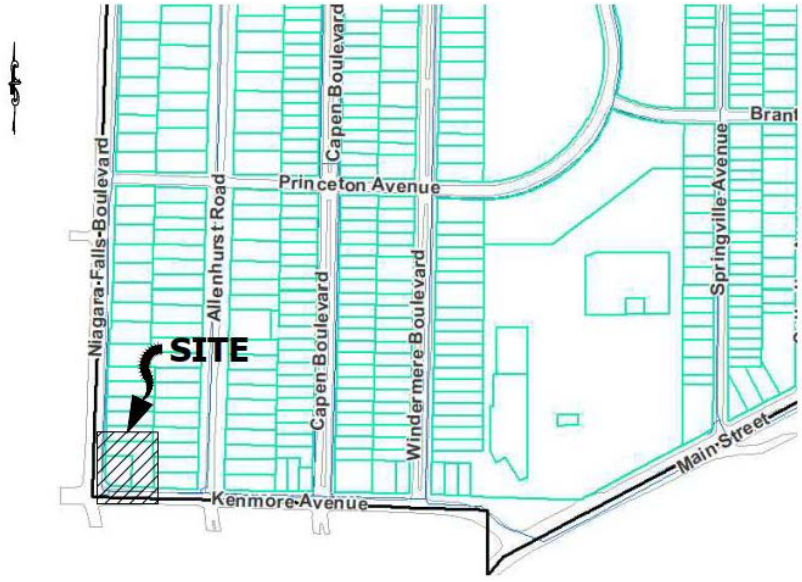


Figure 1 Project Location

Project Description

The Town will create a focal point at a strategic location within the intersection of municipal boundaries. This focal point will be a gateway into the Town of Amherst from the surrounding neighborhoods of Buffalo, Tonawanda and nearby Kenmore. A community park space will be created at this existing intersection with improved transit stops.

A gathering space with parking, seating and other park amenities will be created. The existing curb-cuts will remain to allow vehicles to enter the site for planned community events. These events include and are not limited to farmers markets, mobile children activities and other Town sponsored operations. There will be ample room for both the mobile vehicles and stations for temporary pop up tents. Park and street trees will be introduced to this site, which has largely been void of vegetation for years.

Attachment: YR-2C - Amherst Gateway Park (RES-2021-84 : Amherst Gateway Park (Bond Resolution - $100,000))

Town of Amherst, Amherst Gateway Park
2021-2026 Capital Improvement Project YR-2C
TOA Project # 2020.031
Map, Plan & Report

Proposed Improvements

The proposed park space consists of multiple components.

- The existing transit stops will be improved and become part of the overall park space.
- The existing parking lot will be enhanced and concrete walkways will be added throughout.
- The addition of pervious parking, seating, shade structure(s), trash receptacles, lighting, plantings, fencing, signs, bike racks and other park amenities.
- Streetscape and curb improvements along the right-of-way.
- Improved greenspace area with storm water components.
- Pedestrian safety improvements as needed.

Additional work will consist of survey, design and environmental work before construction.

Attachment: YR-2C - Amherst Gateway Park (RES-2021-84 : Amherst Gateway Park (Bond Resolution - $100,000))

Town of Amherst, Amherst Gateway Park
2021-2026 Capital Improvement Project YR-2C
TOA Project # 2020.031
Map, Plan & Report

Project Justification

The project site is a vacant space with a high frequency of users at the bus stop(s). The intention of the Town is to transform the unused portion of the site into a vibrant park space. The southwest corner of the Town is limited with public and community spaces. Additional greenspace is recommended in these neighborhoods.

Anticipated Project Schedule

Bond Action: January 2021
Design Completion: February 2021
Bidding: March 2021
Construction: June 2021 – September 2021

Financial Summary

The Town of Amherst obtained grant funding from the State and Municipal Facilities Program ("SAM") from the Dormitory Authority State of New York in the amount of $365,000.

The Town of Amherst appropriated funds to cover the local share of the grant in the approved 2021-2026 Capital Improvement Program under Project YR-2C. The funds have been identified as a General Fund bond with a minimum useful life of 15 years.

NEIGHBORHOOD / COMMUNITY PARKS								
YR-1C	**Dellwood Park Inclusive Baseball Field and Park Improvements:** Adding an inclusive baseball field, security upgrades, and other park improvements at Dellwood Park. *(2019)*	360 LA 400 F/S						**$760,000**
YR- 2C	**Amherst Gateway Park:** Convert 0.58 acres at the intersection of Kenmore Avenue and Niagara Falls Boulevard from a former gas station to a proposed park with parking areas. *(2021)*	100 LA 365 F/S						**$405,000**
YR- 3C	**Audubon Library Park:** Creating a park as part of the library expansion project to include a pour in place playground, fitness trail, park amenities, plantings & structure for shade, seating areas and trails. *(2021)*		35 LA	71 LA 400 F/S				**$506,000**
YR-4C	**Billy Wilson Park Parking Lot Expansion:** Adding additional parking to the north and east of the existing parking lot to increase the total number of spaces to approximately 94. *(2020)*		168 LA					**$168,000**

Key:

Funding Source
T - Tax
L – Bond
S – Surplus
RF – Recreation Fund
OF – Open Space Fund
F/S – Federal or State Aid
X – Private or Other Source

Funding Account
A – General Account
B – Part Town
C – Community Environment
D – Highway
E – Lighting
G – Sanitary Sewer District
H – Storm Drainage District
I – Water District
W – Water Pollution Control Fac
- Special District Number
NS – None Submitted

Attachment: YR-2C - Amherst Gateway Park (RES-2021-84 : Amherst Gateway Park (Bond Resolution - $100,000))

Town of Amherst, Amherst Gateway Park
2021-2026 Capital Improvement Project YR-2C
TOA Project # 2020.031
Map, Plan & Report

Project Cost Estimate

The Town of Amherst prepared a preliminary cost estimate for this project based on the Planning Board conditions and the Zoning Board of Appeals variances.

Design	$10,000.00
Estimated Construction Costs	$410,000.00
Contingencies	$44,500.00
Legal/Admin/Bonding	$500.00
TOTAL PROJECT	$465,000.00
Less: Anticipated Grant Funding:	($365,000.00)
TOTAL AMOUNT TO BOND	$100,000.00

Taxation Summary:

Total Bond Amount:	$100,000.00
Bond Term:	15 Years
Annual Tax Impact per $1,000 of AV:	$0.0008 cost per $1,000 of assessed value
Annual Impact on Property with AV of $200,000:	$0.1689

Attachment: YR-2C - Amherst Gateway Park (RES-2021-84 : Amherst Gateway Park (Bond Resolution - $100,000))

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Ellen M. Kost, AICP
Assistant Planning Dir

Attachment: YR-2C - Amherst Gateway Park (RES-2021-84 : Amherst Gateway Park (Bond Resolution - $100,000))

SEQR
Negative Declaration

NOV24'20 PM 2:58 RCVD

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Planning Board	**Project:**	SP-2020-11
Address:	5583 Main Street Williamsville, NY 14221 (716) 631-7051	**Date:**	November 19, 2020

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

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

Title of Action: Site Plan Review

SEQR Status: Unlisted Action

Description of Action: Proposed installation of a small park consisting of planters, seating areas, an 8-stall onsite parking lot along the north property line and grass pavers in the east portion of the site for potential mobile library and food trucks. Work will include the site improvements not specifically stated above, including, stormwater, utilities, grading, lighting, paving, and landscaping.

Location: 143 Kenmore Ave. and 159 Niagara Falls Blvd., Amherst, Erie County

Petitioner: Town of Amherst

NOV24'20 PM 2:58 RCVD

Reasons Supporting This Determination

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

1. The 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 Engineering Department on September 3, 2020 reviewed the Grading, Drainage and Utility Plans, and the Erosion Control Plan.

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. The Planning Department reviewed a Landscape Plan submitted on October 5, 2020 and determined that it meets or exceeds Zoning Ordinance requirements for greenspace. The Landscape Plan has or will have met all Zoning Ordinance and Town requirements for landscaping.

3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The Building Department in their review of October 20, 2020 and the Planning Department in their review of October 22, 2020 determined that the subject project has or will have met all International Building Code (2015) and Zoning Ordinance regulations.

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

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The project is located in the Live Work -1 (LW-1) zoning district; neighboring uses are single family dwellings and zoned Single Family Residential (R-3 and R-4); therefore, the project is compatible with surrounding land use.

6. The proposed subject development will include the installation of a small, passive park with parking which will not cause a major change in the use of either the quantity or type of energy.

7. The project will not create any hazard to human health. The Fire Chief's Association on September 14, 2020 has reviewed the project and has no objection to the approval of the site plan, as all requirements of this agency has or will have been met.

Attachment: YR-2C - Amherst Gateway Park (RES-2021-84 : Amherst Gateway Park (Bond Resolution - $100,000))

NOV24'20 PM 2:58 RCVD

8. The project will not cause a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses. The installation of a small, passive park with on-site parking will be consistent with the scale of surrounding land uses.

9. The function of the proposed small, passive park and parking lot will not significantly increase the number of people using the site over its previous level of use.

10. Review by the Town Traffic/Safety Board dated November 19. 2020, Erie County Dept. of Public Works –Highways Division dated October 5, 2020, and NYSDOT dated November 19, 2020 indicate that significant negative traffic impacts are not expected to result from the proposed project.

11. A coordinated review of the project has been undertaken by Town Departments including, in addition to those mentioned above, Highway on September 11, 2020, Assessor on September 9, 2020, Plumbing Division on September 14, 2020, and Right-of-Way Agent on September 9, 2020. These reviews did not identify any potential significant adverse environmental issues and indicated that the proposal will not have a significant damaging impact on the environment.

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

Planning Board Approval
Moved by: Giuliani; Seconded by: Chmiel; Ayes: 6 Noes: 0 Absent: 1 (Gelber).

Ellen M Kost, Ass't. Planning Director 11/24/20
signature & title of preparer Date

Robert J. Gilmour, Planning Board Chair 11-24-20
Date

RR/ac
X:\Current_Planning\Files\Site Plans\2020\SP-2020-11_(143_Kenmore_Ave_159_Niagara_Falls_Blvd)_2020\SP-2020-11_Neg Dec_111920.doc
cc: Amherst Town Clerk
Building Department
Engineering
Fire Chiefs'
Highway
Traffic/Safety
ECDEP
NYSDOT
Engineering Department, 1100 North Forest Rd., Williamsville, NY 14221

Attachment: YR-2C - Amherst Gateway Park (RES-2021-84 : Amherst Gateway Park (Bond Resolution - $100,000))

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

January 19, 2021

* * *

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on January 19, 2021.

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

* * *

_____ offered the following resolution and moved its adoption:

Attachment: CertBondReso (RES-2021-84 : Amherst Gateway Park (Bond Resolution - $100,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED JANUARY 19, 2021, AUTHORIZING AMHERST GATEWAY PARK IMPROVEMENTS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $465,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $100,000 TO FINANCE A PORTION OF SAID APPROPRIATION AND APPLICATION OF $365,000 GRANT FUNDS RECEIVED OR EXPECTED TO BE RECEIVED FROM THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE TOWN'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to undertake the Amherst Gateway Park improvements located at the intersection of Niagara Fall Boulevard and Kenmore Avenue, as described in the map, plan and report dated January 2021 and prepared by the Town of Amherst Engineering Department (2021-2026 Capital Improvement Program, Project YR-2C). The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $465,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the principal amount of $100,000 and any bond anticipation notes issued in anticipation of the sale of said bonds to finance a portion of said appropriation, the levy and collection of taxes on all the taxable real property in the Town to pay the principal of and interest on said bonds and notes, and application of $365,000 grant funds received or expected to be received from the Dormitory Authority of the State of New York to be expended towards the cost

Attachment: CertBondReso (RES-2021-84 : Amherst Gateway Park (Bond Resolution - $100,000))

of said object or purpose or redemption of the Town's obligations issued therefor, or to be budgeted as an offset to the taxes for the payment of the principal of and interest on said bonds and notes.

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

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

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

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

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

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of

Attachment: CertBondReso (RES-2021-84 : Amherst Gateway Park (Bond Resolution - $100,000))

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

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

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

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

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

Attachment: CertBondReso (RES-2021-84 : Amherst Gateway Park (Bond Resolution - $100,000))

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

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

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

Attachment: CertBondReso (RES-2021-84 : Amherst Gateway Park (Bond Resolution - $100,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on January 19, 2021, the Town Board of the Town of Amherst, in the County of Erie, New York, adopted a bond resolution entitled:

> "Bond resolution of the Town of Amherst, New York, adopted January 19, 2021, authorizing Amherst Gateway Park improvements, stating the estimated maximum cost thereof is $465,000, appropriating said amount for such purpose, authorizing the issuance of bonds in the principal amount of $100,000 to finance a portion of said appropriation and application of $365,000 grant funds received or expected to be received from the Dormitory Authority of the State of New York to be expended towards the cost of said object or purpose or redemption of the Town's obligations issued therefor, or to be budgeted as an offset to the taxes for the payment of the principal of and interest on said bonds"

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

FIRST: AUTHORIZING said Town to undertake the Amherst Gateway Park improvements located at the intersection of Niagara Fall Boulevard and Kenmore Avenue, as described in the map, plan and report dated January 2021 and prepared by the Town of Amherst Engineering Department (2021-2026 Capital Improvement Program, Project YR-2C); STATING the estimated maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $465,000; APPROPRIATING said amount for such purpose; STATING the plan of financing includes the issuance of $100,000 bonds of the Town to finance a portion of said appropriation, the levy of a tax upon all the taxable real property within the Town to pay the principal of and interest on said bonds and notes, and application of $365,000 grant funds received or expected to be received from the Dormitory Authority of the State of New York to be expended towards the cost of said objects or purposes or redemption of the Town's obligations issued therefor, or to be budgeted as an offset to the taxes for the payment of the principal of and interest on said bonds and notes;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $100,000 pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

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

Attachment: CertBondReso (RES-2021-84 : Amherst Gateway Park (Bond Resolution - $100,000))

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

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

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

DATED: January 19, 2021

FRANCINA J. SPOTH
Town Clerk

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

* * *

Attachment: CertBondReso (RES-2021-84 : Amherst Gateway Park (Bond Resolution - $100,000))

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

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2021-84 : Amherst Gateway Park (Bond Resolution - $100,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on January 19, 2021, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this _day of January, 2021.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2021-84 : Amherst Gateway Park (Bond Resolution - $100,000))

AFFIDAVIT OF POSTING

STATE OF NEW YORK)
:ss:
COUNTY OF ERIE)

FRANCINA J. SPOTH, being duly sworn, deposes and says:

That she is and at all times hereinafter mentioned he was the duly elected, qualified and acting Town Clerk of the Town of Amherst, State of New York;

That on _____, 2021, she has caused to be conspicuously posted and fastened up a Notice setting forth an abstract of the bond resolution duly adopted by the Town Board on January 19, 2021, a copy of which is annexed hereto and made a part hereof, on the sign board of the Town maintained pursuant to the Town Law.

_____
Town Clerk

Subscribed and sworn to before me
this _____ day of January, 2021.

_____
Notary Public, State of New York

Attachment: CertBondReso (RES-2021-84 : Amherst Gateway Park (Bond Resolution - $100,000))

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Town Attorney
Initiated by: **Nicole M. Burroughs**
Co-Sponsored by:

DOC ID: 22778 **RESOLUTION 2021-85** **ROLL CALL VOTE (ADOPTED)**

Townwide Comprehensive Planning (Bond Resolution - $550,000)

AGENDA ITEM - JANUARY 19TH, 2021

TO: **Town Board**

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

DATE: **January 12, 2021**

RE: **Townwide Comprehensive Planning Projects**
2021-2026 C.I.P. - Project P-1
Bond Resolution - $550,000.00

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $550,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb
Attachment
c: Kathy Cooper, Deputy Town Clerk
(w/attachment, **Agenda Item - January 19th, 2021**)
Daryl Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Ellen M. Kost, Assistant Director of Planning *(w/attachment)*

1/19/2021
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by

Deputy Supervisor Berger and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - $550,000

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

D R A F T (1/19/21)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Town Board	**Action**:	Townwide Comprehensive Planning Projects
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: Townwide Comprehensive Planning Projects

SEQR Status: Unlisted action.

Description of Action: Bonding and preparation of six (6) comprehensive planning projects:

1. Town Covid-19 Recovery Planning
2. Audubon Area Planning
3. Town Park Planning
4. Comprehensive Plan Update (Phase 1)
5. Inventory of Conditions and Trends
6. Main/Niagara Falls Boulevard South Corridor Plan

Location: Town of Amherst, Erie County, New York

Petitioner: Town of Amherst

Attachment: Draft Neg Dec_1.19.21 (RES-2021-85 : Townwide Comprehensive Planning (Bond Resolution - $550,000))

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Map, Plan & Report, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed action will not have a significant impact on the environment, as follows:

1. The action 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.

2. The action 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. Any site plans resulting from the proposed projects will require submittal of a Landscape/Tree preservation Plan at the site plan stage when all landscape requirements of the Zoning Ordinance will be met.

3. The action is not expected to create any material conflict with the Town Comprehensive Plan or the Town Zoning Ordinance. Rather, the projects implement Comprehensive Plan policies and objectives aimed at sound planning for neighborhoods, corridors and open spaces.

4. The action may affect properties within an area identified by the State as potentially containing significant cultural or archeological resources. Any site plans resulting from the proposed projects in archeologically sensitive areas may require submittal to an archeological assessment to show it will not impair the character or quality of important historical resources.

5. The action will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. Any site plans resulting from the proposed projects will undergo thorough review at the site plan stage.

6. The proposed action will not cause a major change in the use of either the quantity or type of energy.

7. The action will not create any hazard to human health.

8. The action will not cause a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses. Any site plans resulting from the proposed projects will undergo thorough review at the site plan stage to ensure consistency with the scale of surrounding land uses.

9. The action will not significantly increase the number of people using the site over its previous level of use.

Attachment: Draft Neg Dec_1.19.21 (RES-2021-85 : Townwide Comprehensive Planning (Bond Resolution - $550,000))

10. Significant negative traffic impacts are not expected to result from the proposed action.

11. Coordinated reviews of the action have been undertaken by Town Departments including the Comptroller, Attorney and Emergency Services & Safety Department. 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

EMK
X/Special Projects/CIP/2021 CIP/Comp Plan MPR 2021/Draft Neg Dec_1.19.21

cc: Town Clerk
Town Attorney

Attachment: Draft Neg Dec_1.19.21 (RES-2021-85 : Townwide Comprehensive Planning (Bond Resolution - $550,000))

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Director

Ellen M. Kost, AICP
Assistant Planning Dir

MEMORANDUM January 11, 2021

TO: Daniel Howard, Planning Director

FROM: Thomas Voigt, Assistant Planner TV

SUBJECT: Comprehensive Planning Projects
2021-2026 C.I.P. Project P-1

The Planning Department has reviewed the Map, Plan & Report for the subject project and determined it to be an Unlisted action in accordance with Section 617.2(al) of the SEQR regulations. A draft Negative Declaration will be prepared by our office for the Town Board's consideration when the bonding for this item appears on a Town Board agenda.

Please contact me if you have any questions.

X:\Special_Projects\CIP\2021 CIP\Comp Plan MPR 2021

cc: Stanley J. Sliwa, Esq., Town Attorney

Attachment: SEQRTownWidePlanning (RES-2021-85 : Townwide Comprehensive Planning (Bond Resolution - $550,000))

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

January 19, 2021

* * *

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on January 19, 2021.

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

* * *

_____ offered the following resolution and moved its adoption:

Attachment: CertBondReso (RES-2021-85 : Townwide Comprehensive Planning (Bond Resolution - $550,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED JANUARY 19, 2021, AUTHORIZING COMPREHENSIVE PLANNING PROJECTS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $550,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $550,000 TO FINANCE SAID APPROPRIATION

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to undertake comprehensive planning projects, as described in the map, plan and report dated January 2021 and prepared by the Town Planning Department (2021-2026 Capital Improvement Program Project P-1). The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $550,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the principal amount of $550,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of $550,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said appropriation.

Attachment: CertBondReso (RES-2021-85 : Townwide Comprehensive Planning (Bond Resolution - $550,000))

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

(a) The period of probable usefulness applicable to the specific object or purpose for which said bonds are authorized to be issued, within the limitations of Section Sections 11.00 a. 62(2nd) of the Law, is five (5) years.

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

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

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

Attachment: CertBondReso (RES-2021-85 : Townwide Comprehensive Planning (Bond Resolution - $550,000))

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

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

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

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

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

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

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

Attachment: CertBondReso (RES-2021-85 : Townwide Comprehensive Planning (Bond Resolution - $550,000))

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

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

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2021-85 : Townwide Comprehensive Planning (Bond Resolution - $550,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on January 19, 2021, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this_day of January, 2021.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2021-85 : Townwide Comprehensive Planning (Bond Resolution - $550,000))

Town of Amherst

Comprehensive Planning Projects
2021 – 2026 Capital Improvement Program Project P-1

Map, Plan & Report
January 2021

CONTENTS:

- Town Board 2021-2026 CIP Project P-1
- Introduction / Existing Conditions
- Proposed Scope
- Taxation Summary
- SEQR Determination – Type II Action

Prepared by
Town of Amherst Planning Department
5583 Main St.
Williamsville, NY 14221
(716) 631-7051

Attachment: P-1 - Town Wide Planning (RES-2021-85 : Townwide Comprehensive Planning (Bond Resolution - $550,000))

TOWN OF AMHERST
Comprehensive Planning Projects

TOWN BOARD 2021-2026 CIP PROJECT P-1

Summary of Approved 2021-2016 Capital Improvement Program

Planning Department — ***Recommended Schedule (X $1,000)***

Project ID	*Project Title/Description*	*2021*	*2022*	*2023*	*2024*	*2025*	*2026*	*Total Cost*
P-1	**Comprehensive Planning:** Management and formulation of Comprehensive Planning initiatives and related studies, including Town responses and recovery to the COVID-19 Pandemic that will guide the Town's revitalization and development over the next 25 years. *(2019)*	550 LA	400 LA	400 LA				$1,350,000
P-2	**Youngs Road Extension – Casey to North French Road:** Design/planning, appraisal, and wetland delineations to complete the final segment of north–south arterial in the east-central area of Town. *(2017)*		250 LD	3,400 LD	3,000 LD			**$6,650,000**

INTRODUCTION / EXISTING CONDITIONS

The Town Amherst, New York (the Town) is a first-ring suburb of the City of Buffalo with a land area of 54 square miles. Amherst is the second most populous community in the Western New York Region and the fourth largest among upstate New York municipalities. As a key community within the Region, Amherst is a major contributor to the vibrancy and vitality of Western New York. Since 1950, the Town's resident population has nearly quadrupled from 33,700 persons to 126,000. In the late 1970s, the State University of New York (SUNY) began construction of a new university center in Amherst. The development of the University has been accompanied by private investment in office buildings, business centers, industrial parks, commercial centers, and a variety of housing choices. Today Amherst's daytime population grows to nearly 210,000 people as 83,000 workers and students commute into the Town each day. Some businesses in Amherst are among the largest employers in Western New York.

The Town's current comprehensive plan, the Amherst Bicentennial Comprehensive Plan, was prepared in the period from 2000-2004 and intended to guide its growth through 2018-2020. The Bicentennial Plan has served the Town well, and has been maintained and updated several times. As the Plan reaches its horizon, however, changing conditions and emerging trends in technology, demographics, economics, mobility, land use, and lifestyles are reshaping communities and their futures. It is time to consider how these trends should shape the Town's future. Amherst seeks to be at the forefront of understanding and leveraging these trends in order to sustain its success and continue to be a model of innovation, prosperity, resilience, and the community of choice in which to live in New York State.

Comprehensive planning must be supported by thorough inventory and research efforts that provide an informed basis for the planning process. The Town seeks to undertake a robust planning program over the next several years which requires highly qualified and experienced planning firms to inventory existing conditions and research contemporary and future forces that can shape the Town. The following projects includes small area and corridor plans to inform updates to the Comprehensive Plan, new policies and code to update office and business parks, and design assistance to define desired park and recreation initiatives.

Attachment: P-1 - Town Wide Planning (RES-2021-85 : Townwide Comprehensive Planning (Bond Resolution - $550,000))

PROPOSED SCOPE

Proposed 2021-2026 CIP Project (P-1) Projects

1. Town COVID-19 Recovery Planning
2. Audubon Area Planning
3. Town Park Planning
4. Comprehensive Plan Update (Phase 1)
5. Inventory of Conditions and Trends
6. Main/Niagara Falls Boulevard South Corridor Plan

1. Town COVID-19 Recovery Planning

The Town is undertaking Recovery Planning to respond to the immediate aftermath and longer-term impacts from the COVID-19 Crisis. The intent is to identify unforeseen and possible impacts to the local economy, housing market, and town operations, as well as analyze current priority sectors of Amherst's economy, such as but not limited to healthcare/biomedical sectors and higher education. This helps to identify ways in which the Town can emerge from the pandemic on a strong footing and accelerate economic recovery and growth. Project engagement will include involvement by local stakeholders and experts on the various economic sectors involved and important demographic groups impacted.

2. Audubon Area Planning

Planning and zoning for the Audubon (New Community District - NCD) area has not been rigorously reviewed since the 1980s. The NCD is located north of the University at Buffalo in the northwestern portion of the Town and was created to accommodate anticipated growth from the University at Buffalo. The NCD Zoning features more flexible classifications and provisions to encourage redevelopment related to the University. Many sections of the Audubon area are experiencing a transformation from a business/office park to mixed-use and residential development. The Town now has new mixed-use zoning districts which can accomplish many of the goals of the NCD and provides more updated zoning standards such as form-based zoning. This project will include engagement with property owners and stakeholders to update design and building provisions as well as determine appropriate rezoning designations for the affected parcels. Corresponding updates to the Comprehensive Plan and Zoning Ordinance will be formulated.

3. Town Park Planning

The Planning Department is supporting Town Park Planning for new parks such as the Amherst Central Park, Muir Woods Park and others. Planning for these areas requires the assistance of design and recreation consultants. Funding under this project will provide consulting services to support staff in formulating visions for these facilities, associated designs and plans, and necessary environmental studies to examine the physical and natural environments, traffic, infrastructure, zoning, and other impacts.

4. Comprehensive Plan Update (Phase 1)

The Town's current Bicentennial Comprehensive Plan is based on information compiled from 2000-2007, with some updates through 2014. Overall, these updates have been formulated in a random fashion on a project by project basis or as issues or new information arises. This project would help to start a review of the entire Comprehensive Plan to identify information that may be outdated, lacking, or no longer relevant. It will also begin a public engagement process in order to elicit input from residents and other stakeholders regarding current planning priorities and development preferences that should be incorporated in a future Plan update.

Attachment: P-1 - Town Wide Planning (RES-2021-85 : Townwide Comprehensive Planning (Bond Resolution - $550,000))

5. **Inventory of Conditions and Trends (Comprehensive Plan)**
   Inventory and analysis of socio-economic conditions and analyses of contemporary trends to inform comprehensive planning**.** The current Plan guided the Town's growth through 2020. As the Plan reaches its horizon changing conditions and emerging trends in technology, demographics, economics, mobility and transportation, land use, and lifestyles that are reshaping communities around the country must be considered in order to inform the Town's future. In addition, the impacts of the COVID-19 Pandemic on businesses and other institutions must be considered. This project includes inventory and analysis of current conditions, background research of other communities that are addressing new trends and updating their comprehensive plans, along with early research into establishing the elements to guide a new vision and plan. These are initial steps that will inform an update to the Town's Bicentennial Comprehensive Plan to be conducted in the near future.

6. **Main/Niagara Falls Boulevard South Corridor Plan**
   Planning and engineering study of Niagara Falls Boulevard from Kenmore Avenue to the I-290. This may include streetscape, infrastructure, comprehensive planning and zoning changes along this corridor. This project also includes zoning and urban design considerations in anticipation of the introduction of enhanced transit services along the corridor and the Boulevard Central District.

The scope of these projects will include several individual studies and plans related to the topics discussed above that are scheduled to be initiated during 2021. This list of projects reflects the Town's priorities for comprehensive planning for 2021. These projects and their scope may change as priorities and the nature of projects change.

Funding for this CIP project will be bonded against the Town of Amherst General Fund at a *total cost* of $550,000.00, financed entirely with serial bonds. The studies and plans provided within the scope of this project will have a minimum life cycle of 20 years.

TAXATION SUMMARY:

Total Bond Amount:	$ 550,000
Bond Term:	5 Years
Annual Tax Impacts:	$0.0116 per $1,000 AV (General Fund)
Taxation Impact:	$2.3203 per $200,000 property

Attachment: P-1 - Town Wide Planning (RES-2021-85 : Townwide Comprehensive Planning (Bond Resolution - $550,000))

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Director

Ellen M. Kost, AICP
Assistant Planning Dir

MEMORANDUM January 11, 2021

TO: Daniel Howard, Planning Director

FROM: Thomas Voigt, Assistant Planner TV

SUBJECT: Comprehensive Planning Projects
2021-2026 C.I.P. Project P-1

The Planning Department has reviewed the Map, Plan & Report for the subject project and determined it to be an Unlisted action in accordance with Section 617.2(al) of the SEQR regulations. A draft Negative Declaration will be prepared by our office for the Town Board's consideration when the bonding for this item appears on a Town Board agenda.

Please contact me if you have any questions.

X:\Special_Projects\CIP\2021 CIP\Comp Plan MPR 2021

cc: Stanley J. Sliwa, Esq., Town Attorney

Attachment: P-1 - Town Wide Planning (RES-2021-85 : Townwide Comprehensive Planning (Bond Resolution - $550,000))

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 22775 **RESOLUTION 2021-86** **ADOPTED**

Temporary Access Agreement with National Grid (CRS #2349)

AGENDA ITEM : JANUARY 19TH, 2021

TO: **Town Board**

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

DATE: **January 12, 2021**

RE: **Temporary Access Agreement (CRS #2349)**

Kindly adopt a resolution authorizing the Supervisor to execute the attached Temporary Access Agreement to allow National Grid to access their transmission poles/lines on property owned by the Town of Amherst pending successful completion of the Contract Routing Process.

Thank you.

SJS:nmb
Attachment
c: Kathy Cooper, Deputy Town Clerk
(**Agenda Item - January 19th, 2021**)

1/19/2021
Consent

FINANCIAL IMPACT:

None for the purpsoes of this resolution.

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

Temporary Access Agreement

This temporary Access Agreement ("Agreement") is entered as of the _____ day of January, 2021, by and between National Grid Corporation, with offices located at 144 Kensington Avenue, Buffalo, New York 14214 (National Grid) and the Town of Amherst, with offices located at 5583 Main Street, Williamsville, New York 14221 ("Landowner").

Landowner, for valuable consideration, the sufficiency and receipt of which is hereby acknowledged, hereby grants to National Grid the right to enter upon, use and occupy certain lands of Landowner that are described in Exhibit A attached hereto and incorporated herein by reference (the "Land"). National Grid's use of the Land shall be limited to the area of use described in Exhibit "A" and subject to the following terms and conditions:

National Grid assumes all risk of, and indemnifies, protects and saves harmless Landowner and its successors and assigns from, all loss, damage, or injury to persons (including, without limitation, personal injuries resulting in death) or property and from all claims, demands, suits, liabilities, obligations and expenses arising therefrom, including reasonable legal fees and expenses, caused by or in any way connected with the exercise of the rights granted hereunder, except to the extent the same shall arise out of the negligent or intentional acts or omissions of any employee, officer, agent, invitee or representative of Landowner. In the event that any judgment, lien or other encumbrance is placed upon or levied against the property of Landowner in any suit or other proceedings due to National Grid activities, National Grid will at once cause the same to be dissolved and discharged by giving bond or otherwise.

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 Attorney's Office as soon thereafter as possibleand not later than three (3) days after the date of such accident.

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. Any and all legal action necessary to enforce the Agreement will be held in Erie County, New York.

Each and every provision of law and clause required by law to be inserted in this contract 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 contract shall be physically amended forthwith to make such insertion.

Attachment: TemporaryAccess.NatlGrid-01122021112215 (RES-2021-86 : Temporary Access Agreement with National Grid (CRS #2349))

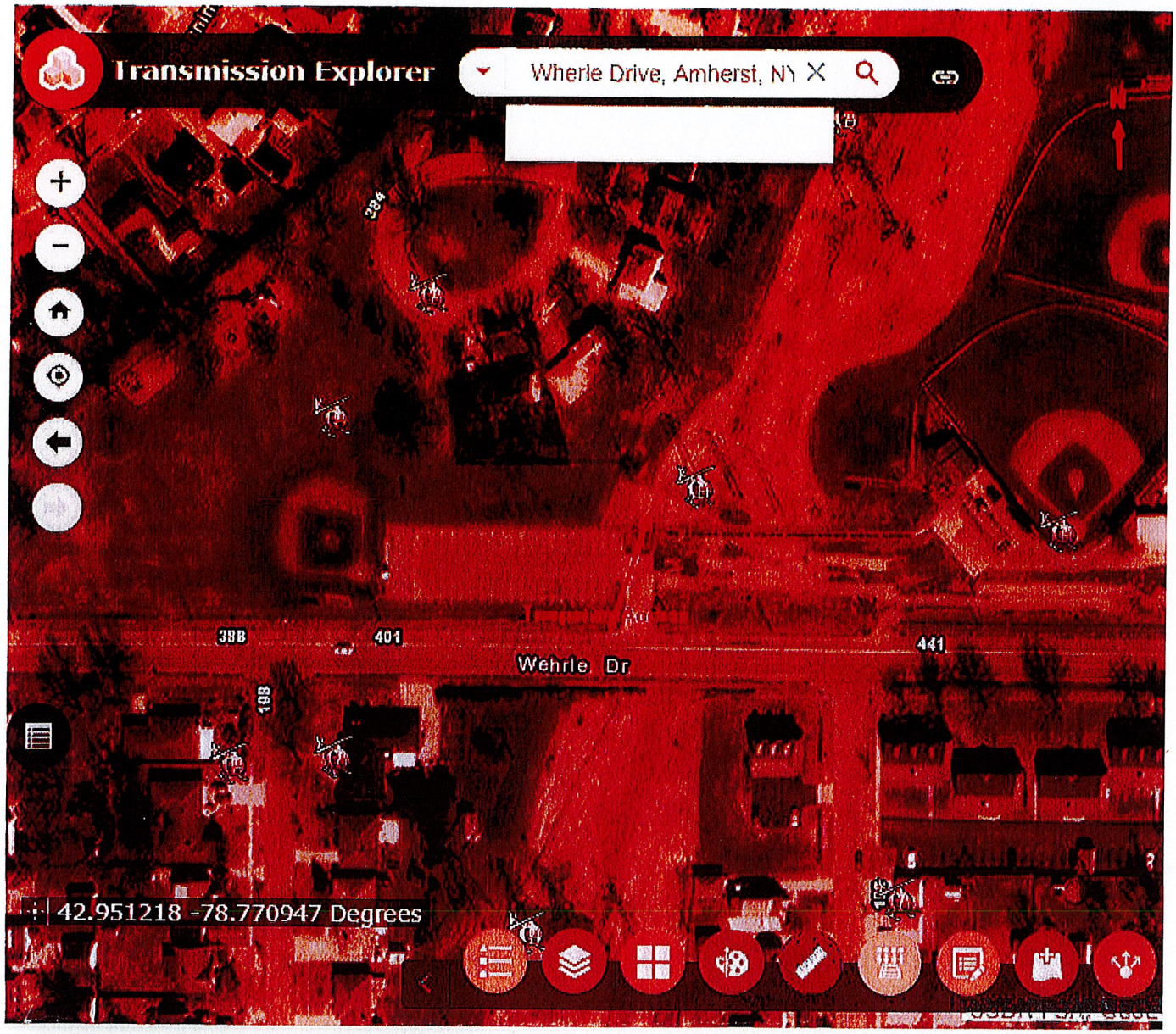
National Grid shall be responsible to maintain the Land in an orderly fashion and all Work shall be performed in a neat and workmanlike manner. National Grid shall restore the Land to the condition in which it existed prior to National Grid's use as best as practicable. National Grid shall observe all regulations applicable to the performance of the Work on the Land.

This Agreement shall be effective as of the date first set forth above and the term of this Agreement shall extend until June 30, 2021.

IN WITNESS HEREOF, the parties have executed this Agreement effective as of the date set forth above.

LANDOWNER	NATIONAL GRID CORPORATION
By: _____	By: Annette Comer
Name: Brian J. Kulpa	Name: Annette Comer
Title: Town Supervisor	Title: Sr. Real Estate Representative

Attachment: TemporaryAccess.NatlGrid-01122021112215 (RES-2021-86 : Temporary Access Agreement with National Grid (CRS #2349))



Attachment: TemporaryAccess.NatlGrid-01122021112215 (RES-2021-86 : Temporary Access Agreement with National Grid (CRS #2349))

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 22776 **RESOLUTION 2021-87** **ADOPTED**

Confict of Interest Waiver for Hodgson Russ LLP

AGENDA ITEM - JANUARY 19TH, 2021

TO: **Town Board**

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

DATE: **January 12, 2021**

RE: **Conflict of Interest Waiver For Hodgson Russ LLP**

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

WHEREAS, Hodgson Russ LLP has from time to time represented and currently represents the Town of Amherst (the "Town") in a variety of matters and values the Town as a client; and

WHEREAS, Hodgson Russ LLP has been asked by CNA Insurance Companies to defend four pharmacies - Akin's Pharmacy (Wyoming County), Crystal City Apothecary (Corning/Tioga County), Middletown Apothecary (Orange County), and SDJA Corp d/b/a Rockhill Pharmacy (Sullivan County) - in a complex, mass tort pharmaceutical litigation brought by over 40 counties, cities, towns, including the Town of Amherst, arising out of the current opioid epidemic; and

WHEREAS, Hodgson Russ LLP has made the following representation to the Town: The case is currently venued in Yates County and may be transferred to Suffolk County, in consolidation with other opioid cases against other categories of defendants. The four pharmacies we have been asked to represent are situated in Wyoming, Tioga, Sullivan, and Orange Counties. Thus, their operations have no geographical nexus to the Town's claims and any alleged damages the Town may have suffered from the alleged conduct in this case. This mass tort action is wholly unrelated to the type of work that we currently do for the Town, and our defense of these four insured pharmacies will have no impact on our independent professional judgment and loyalties to the Town in connection with our current representations of the Town. Thus, Hodgson Russ LLP believes that this is a waivable legal conflict consistent with our professional obligations, and ask that you consent to our representation of these pharmacies. Hodgson Russ LLP has asked the same of CNA, and it has consented.

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

1. That the Town hereby agrees to waive any conflict of Hodgson Russ LLP as the result of the representation described above.

2. This Resolution shall be effective immediately.

ADOPTED this _____ day of January, 2021 by the Town Board of the Town of Amherst.

Thank you.

SJS:nmb
c: Kathy Cooper, Deputy Town Clerk
(**Agenda Item - January 19th, 2021**)

1/19/2021
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Town Clerk
Initiated by: **Kathleen Cooper**
Co-Sponsored by:

DOC ID: 22684 **RESOLUTION 2021-88** **ADOPTED**

Snow Plow Permits

Mikey's Mowing
Michael Fudoli
663 Sweet Home Rd
Amherst, NY 14226
#0279-#0281

PBS Services Inc.
Burt Bugbee
3049 Tonawanda Creek Rd.
Amherst, NY 14228
#0282-#0290

First Choice Lawn Care
Louie Martarana
281 Wellington Rd
Buffalo, NY 14216
#0291-#0294

N.A. Cudeck Limited
Norman A Cudeck
111 Firetower Drive
Tonawanda, NY 14150
#0295-#0310

JK Quality Enterprises
James Kelsch
169 Stuewe Road
Getzville, NY 14068
#0311

1/19/2021
Consent

FINANCIAL IMPACT:

Income to the Town.

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Town Clerk
Initiated by: **Kathleen Cooper**
Co-Sponsored by:

DOC ID: 22759 **RESOLUTION 2021-89** **ADOPTED**

New Firefighter for Getzville Fire Company

The new firefighter for the Getzville Fire Company lives in the Town of Amherst and resides within the Getzville Fire District.

Michael Lombardo
790 Maple Rd Apt. 31B
Williamsville, NY 14221

1/19/2021
Consent

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

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Michael Lombardo

Applicant Home Address: 790 Maple Rd Apt 31B

Under penalty of perjury I, Michael Lombardo affirm I am an applicant to be a member of the, Getzville (fire dept.) and my address of residence is listed above.

☒ My address is in the fire distract I've applied to or territory which is afforded protection by the fire department of the fire district or fire company pursuant to contract.

☐ My address is outside the district or territory that provides protection by the fire district or company, but is in the vicinity of my occupation, in which I will be able to render active service as a volunteer. My occupation address is:

Signature of Applicant: [signature]

I have verified the applicant's address or employment, where applicable, by examining their driver's license or other suitable document such as a utility bill, lease or pay stub.

Signature: [signature]

Title: Ass't Chief

Date: 12-26-20

Submit this completed form to:
Amherst Town Clerk
5583 Main Street
Williamsville, NY 14221

Attachment: Lombardo (RES-2021-89 : New Firefighter for Getzville Fire Company)

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by:

DOC ID: 22795 **RESOLUTION 2021-90** **ADOPTED**

Fire Extinguisher Maintenance Training

Please approve the travel and registration cost for a Building Maintenance employee to attend a Fire Extinguisher Maintenance Training Class at the NYS Fire Academy in Montour Falls, NY, April 28, 2021 through April 30, 2021. The Training will be used to maintain the fire extinguishers in all Town owned buildings.

1/19/2021
Consent

FINANCIAL IMPACT:

$436.70 from A1620-4120

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

TRAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles Department Head Approval ONLY Required *REVISED 12/23/15*

☒ $250 + or greater than 75 miles Department Head AND Town Board Approval Required

	Department	Phone Number
	Building Maintenance	

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
4/28/21	4/30/21	Montour Falls	Fire Extinguisher Maintenance Training

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.54			
Tolls	30.00		
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
2 # nights @ $ 96.00	192.00		
Meals:			
2 # Breakfasts @ $ 13.00	26.00		
2 # Lunches @ $ 14.00	28.00		
2 # Dinners @ $ 23.00	46.00		
3 # Incidentals @ $ 5.00	15.00		
Registration/Conference Fee			
Telephone/Fax/Internet			
Other Gas	60.00		
Subtotal	397.00		
Contingency - 10% of subtotal or $200	39.70		
TOTAL	436.70		

N/A

N/A

Request Approved By:

Doug Glaser

Department Head Signature

1-13-21

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Town Board :

Date of Town Board Approval

Complete Shaded Area For Expense Reimbursement

X:\Forms\Travel Expense Reimbursement Form

Attachment: Travel Expense (RES-2021-90 : Fire Extinguisher Maintenance Training)

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 22755 **RESOLUTION 2021-91** **ADOPTED**

MUNIS 2021 Contract

Please approve the annual licensing and data base support agreements that cover the general ledger, budgeting, accounts payable, crystal reports, MUNIS Office, payroll, purchase orders, Tyler Forms processing, GUI and Tyler system management services support for MUNIS for the period 1/1/2021 - 12/31/2021. The annual cost is $82,155.46.

Contract #2319 has successfully completed the contract routing process.

1/19/2021
Consent

FINANCIAL IMPACT:

$82,155.46 included in Comptroller's Budget.

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

tyler technologies

One Tyler Drive
Yarmouth, ME 04096

P: 800.772.2260
F: 207.781.2459

www.tylertech.com

December 16, 2020

Ms. Ann E Fickelscherer
Supervising Accountant
Town of Amherst
5583 Main Street
Williamsville, New York 14221

Dear Ms. Fickelscherer:

Enclosed are two copies of the Maintenance Services Addendum, signed by Tyler. Please return a fully executed copy to the attention of Stacey Gerard at stacey.gerard@tylertech.com.

Please do not hesitate to contact Stacey Gerard with any questions at 800-772-2260 extension 4431.

Sincerely,

Robert Kennedy-Jensen
Director of Contracts

Enclosures

RECEIVED
DEC 21 2020
COMPTROLLERS DEPT.

Attachment: CRS #2319 MUNIS Support (RES-2021-91 : MUNIS 2021 Contract CRS# 2319)

MAINTENANCE SERVICES ADDENDUM

This maintenance services addendum ("Addendum") is made this _____ day of _____, 2020 by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Town of Amherst, with offices at 5583 Main Street, Williamsville, New York 14221 ("Client").

WHEREAS, Tyler and Client are parties to an original agreement dated December 23, 1992 ("Agreement"); and

WHEREAS, Tyler and Client desire to renew the maintenance services term under the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. Tyler shall provide maintenance services to Client, as specified in the Agreement and the support call process attached hereto as Exhibit 1, during the period from January 1, 2021 to December 31, 2021.

2. Client shall remit to Tyler maintenance services fees in the amount of $82,155.46, as detailed in the invoice attached hereto as Exhibit 2.

3. This Addendum shall be governed by and construed in accordance with the terms and conditions of the Agreement, as amended.

4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the dates set forth below.

Tyler Technologies, Inc.	Town of Amherst
By: _____	By: _____
Name: Robert Kennedy-Jensen	Name: _____
Title: Director of Contracts	Title: _____
Date: December 16, 2020	Date: _____

Attachment: CRS #2319 MUNIS Support (RES-2021-91 : MUNIS 2021 Contract CRS# 2319)

Exhibit 1

Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally

Attachment: CRS #2319 MUNIS Support (RES-2021-91 : MUNIS 2021 Contract CRS# 2319)

expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or **unavailability in one or more of the client's** remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, **Tyler's responsibility for lost or** corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-**hosted customers, Tyler's responsibility for loss or** corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler**'s responsibility for lost or corrupted data is** limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine **the necessary action to meet the client's needs.**

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages

Attachment: CRS #2319 MUNIS Support (RES-2021-91 : MUNIS 2021 Contract CRS# 2319)

clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Attachment: CRS #2319 MUNIS Support (RES-2021-91 : MUNIS 2021 Contract CRS# 2319)

Exhibit 2

2021 Invoice

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

INVOICE FOLLOWS ON NEXT PAGE

Attachment: CRS #2319 MUNIS Support (RES-2021-91 : MUNIS 2021 Contract CRS# 2319)

Exhibit 2

tyler technologies

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-321988	12/01/2020	1 of 1

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: TOWN OF AMHERST
ATTN: MICHELLE BELLECOSE
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

Ship To: TOWN OF AMHERST
ATTN: MICHELLE BELLECOSE
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
1010 - MAIN - MAIN	147503		USD	NET30	12/31/2020

Date	Description	Units	Rate	Extended Price
Contract No.: AMHERST, NY				
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	28,510.56	28,510.56
	Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021			
	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS	1	4,629.33	4,629.33
	Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021			
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1	5,880.32	5,880.32
	Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021			
	SUPPORT & UPDATE LICENSING - PAYROLL	1	11,760.61	11,760.61
	Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021			
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	8,553.32	8,553.32
	Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021			
	TYLER FORM PROCESSING SUPPORT	1	4,950.23	4,950.23
	Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021			
	GUI SUPPORT	30	60.00	1,800.00
	Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021			
	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT	1	16,071.09	16,071.09
	Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021			

Attachment: CRS #2319 MUNIS Support (RES-2021-91 : MUNIS 2021 Contract CRS# 2319)

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	82,155.46
Sales Tax	0.00
Invoice Total	82,155.46

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 22770 **RESOLUTION 2021-92** **ADOPTED**

Budget Transfer and Amendments

For January 19, 2021 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 1/13/2021
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 - 2020

From:	***To:***

BUDGET TRANSFERS - 2021

From:	***To:***
A1990.4000 Contingency $147,007.90	A3121.1000 Police - Personal Services $136,560.98 A3121.8030 Police - FICA $10,446.92

To transfer budgeted funds from contingency for police officers hired on Resolution 2021-65.

BUDGET AMENDMENTS - 2020

INCREASE:	***INCREASE:***
A3310.02680 Traffic Control - Insurance Reim. $16,500	A3310.4430 Rnge, Photo, Sewer $16,500

To recognize insurance proceeds and increase expenditures line to repair Traffic Signals damage in an accident.

N2023.02785 CDBG & VG PI Rehab - PI $10,636.00	N2023.4000 Contractual $10,636.00
N2025.02785 CDBG Admin Staff & Fringe - PI $2,659.00	N2025.1000 Personal Services $2,470.04 N2025.8030 FICA $188.96

To recognize Community Development program income from 123 Imperial Drive, Amherst.

N2048.02785 Cheektowaga CHODO - PI $92,508.84	N2048.4000 Contractual $92,508.84
N2049.02785 Cheektowaga Home Admin - PI $10,278.76	N2049.4003 Admin Fee $10,278.76

To recognize Community Development program income from 13 McParlin Drive, Cheektowaga.

BUDGET AMENDMENTS - 2021

INCREASE:	***INCREASE:***
N2042.02785 Amherst Acq Rehab - PI $5,466.17	N2042.4000 Contractual $5,466.17
N2054.02785 Amherst Home Admin - PI $1,822.06	N2054.4003 Admin Fee $1,822.06

To recognize Community Development program income from 767 Edgewater Drive, Amherst.

N2023.02785 CDBG & VG Rehab - PI $170.00	N2023.4000 Contractual $170.00

To recognize Community Development program income from 169 Hillcrest Drive, Amherst.

1/19/2021
Consent

FINANCIAL IMPACT:

See descriptions.

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 22713 **RESOLUTION 2021-93** **ADOPTED**

Award RFP 202008 - Economic Consulting Services 3-Year Term Contract - CRS #2332, 2333, 2334 & 2350

WHEREAS, the Contract Compliance and Administration Department received proposals for RFP #202008, Economic Consulting Services 3-Year Term Contract, on December 11, 2020; and

WHEREAS, the RFP process resulted in responses from seven (7) vendors as per the attached evaluation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award the RFP to the following consultants: The Versel Group, Inc. (CRS #2332), RKG Associates, Inc. (CRS #2333), Center for Governmental Research, Inc. (CRS #2334), and Urban3, LLC (CRS #2350), subject to successful completion of the Contract Routing System; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the Economic Consultant Term Agreement with The Versel Group, Inc., RKG Associates, Inc., Center for Governmental Research, Inc. and Urban3, LLC.

1/19/2021
Consent

FINANCIAL IMPACT:

Town-Wide, Various, TBD

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

RFP #202008 - ECONOMIC CONSULTANT 3-YEAR TERM CONTRACT
RFP ANALYSIS SHEET
DECEMBER 2020

Description	Percentage (Weight)	Anderson Econ. Grp.		CGR, Inc.		Capital Markets Adv.		RKG Assoc.		Urban3		Urban Vantage		Versel Group	
Qualifications*	**20**														
Size of Firm vs. Project Size	5		5.00		5.00		5.00		5.00		5.00		5.00		5.00
Location of Team(s) / Travel Req.	5		3.00		5.00		5.00		3.00		3.00		5.00		3.00
Percent Minority within Firm/Project Team	5		5.00		3.76		1.22		3.06		2.29		1.53		0.00
Current Obligations (Effect on Project)	5		5.00		5.00		5.00		4.00		5.00		5.00		5.00
Expertise/Experience	**65**														
Special Expertise - Personnel	30		25.00		27.00		21.00		30.00		28.00		20.00		28.00
Professional/Tech Subcontractors In-House	10		10.00		10.00		9.00		10.00		10.00		10.00		10.00
Similar Projects	25		18.00		23.00		18.00		23.00		20.00		18.00		24.00
Experience with other Town Departments	NNR*	*N*		*Y*		*Y*		*N*		*N*		*Y*		*Y*	
Past Town Employees	NNR*	*N*		*N*		*N*		*N*		*N*		*N*		*N*	
Fee Structure / Direct Wage Rates	**15**		9.00		8.00		11.00		10.00		9.00		15.00		14.00
Proposer Certification	**Y/N**	*Y*		*Y*		*Y*		*Y*		*Y*		*Y*		*Y*	
TOTAL EVALUATION	**100**		**80.00**		**86.76**		**75.22**		**88.06**		**82.29**		**79.53**		**89.00**

NNR: No Numerical Rating

NOTES:

Attachment: RFP Scoring Sheet for TB Agenda - RFP 202008 Economic Consultant (RES-2021-93 : Award RFP 202008 - Economic Consulting

Attachment: Economic Consultant Term Contract - DRAFT FINAL (RES-2021-93 : Award RFP 202008 - Economic Consulting Services 3-Year

ECONOMIC CONSULTANT TERM AGREEMENT

THIS AGREEMENT, made as of the 1st day of January, 2021, by and between _____ (hereinafter referred to as "contractor"), with its principal office and place of business located at _____, and the Town of Amherst, a municipal corporation of the State of New York, (herein, referred to as the "Town").

WHEREAS, in accordance with Town policy, sealed proposals were received by the Town of Amherst Contract Compliance and Administration Department on December 11, 2020 at 3:00 P.M. for the provision of a three-year term agreement for Economic Consulting Services (RFP 202008); and

WHEREAS, Contractor's proposal was submitted in accordance with the RFP specifications and was one of the selected responsible proposals submitted; and

WHEREAS, a contract is hereby awarded to the Contractor by the Town of Amherst, in accordance with the provisions therein contained; and

WHEREAS, each potential term project shall be approved by both parties and governed by the terms of this master contract;

WHEREAS, the Town does not guarantee any awards or task order with contractor;

WHEREAS, the Notice to Bidders and Specifications make provisions for entering into a proper and suitable contract in connection therewith;

NOW, THEREFORE, the Town and Contractor do hereby agree as follows:

AWARD

The Town hereby awards the project outlined in the manner set forth in the Accepted Invitation to RFP and in Contractor's accepted response thereto, copies of which is attached hereto and incorporated herein, to Contractor for the provision of a term of 3 years to commence on January 1, 2021 (through December 31, 2023).

Terms and conditions of the contract shall also include the following

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Agreement then the provisions of this Agreement are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

   (a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

   (b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

   (c) Disability Insurance: Contractor shall take out and maintain during the life of this Agreement, Disability Insurance for its employees to be assigned the work hereto under.

   (c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

   (d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: Economic Consultant Term Contract - DRAFT FINAL (RES-2021-93 : Award RFP 202008 - Economic Consulting Services 3-Year

5. Any incident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

   (a) ~~Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.~~
   (b) Labor Law section 220-e and Executive Law sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
   (c) Affirmative action as required by the Labor Law.
   (d) ~~Prevention of dust hazard required by Labor Law section 222-a.~~
   (e) ~~Preference in employment of persons required by Labor Law section 222.~~
   (f) ~~Eight-hour workday as required by Labor Law section 220(2).~~
   (g) ~~Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.~~
   (h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

9. Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other terms or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

Attachment: Economic Consultant Term Contract - DRAFT FINAL (RES-2021-93 : Award RFP 202008 - Economic Consulting Services 3-Year

10. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

_____
Print Name of Company

By: _____
Signature

_____
Printed name

Date: _____

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Economic Consultant Term Contract - DRAFT FINAL (RES-2021-93 : Award RFP 202008 - Economic Consulting Services 3-Year

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 22756 **RESOLUTION 2021-94** **ADOPTED**

Extension of Town Wide Electrical - CRS #2342 (Original CRS/CMS #1193/1538)

WHEREAS, Bid #2018054 for Town Wide Electrical was awarded to Goodwin Electrical Corporation in 2019 by Town Board resolution #2019-203, and allows for the contract to be extended for up to two successive periods of two years each; and

WHEREAS, Goodwin Electrical Corporation has agreed to extend the contract;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves the extension of the contract with Goodwin Electrical Corporation for the period March 22, 2021 through March 21, 2023; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the two-year contract extension with Goodwin Electrical Corporation.

1/19/2021
Consent

FINANCIAL IMPACT:

Town Wide - Various Accounts - Amount TBD

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Jacqualine Berger

COUNCILMEMBERS
Deborah Bruch Bucki, RN, PhD
Shawn Lavin
Michael Szukala

EXTENSION AGREEMENT

Goodwin Electric agrees to hold prices and extend the current contract with the Town of Amherst for Town Wide Electrical (Bid #2018054).

This contract shall be dated March 22, 2021 through March 21, 2023.

Agreed to and Accepted by:

Goodwin Electric, Inc.

By:_____
Signature

Kiril Lazarov
Printed Name

President
Title

Date: December 16, 2020

Agreed to and Accepted by:

TOWN OF AMHERST

By:_____
Brian J. Kulpa, Supervisor

Date:_____

Attachment: DOC010621-010620211105754 (RES-2021-94 : Extension of Town Wide Electrical - CRS 2342 (Original CRS/CMS #1193/1538))

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 22757 **RESOLUTION 2021-95** **ADOPTED**

Extension of Property Maintenance of Vacant or Unmaintained Properties CRS #2343 (Original CRS/CMS #1272/1625)

WHEREAS, Bid #2019002 for Property Maintenance of Vacant or Unmaintained Properties was awarded to Deering Landscape Contractors in 2019 by Town Board resolutions 2019-420 and 2019-485, and allows for the contract to be extended for up to two successive periods of two years each; and

WHEREAS, Deering Landscape Contractors has agreed to extend the contract;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves the extension of the contract with Deering Landscape Contractors for the period April 4, 2021 through April 3, 2023; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the two-year contract extension with Deering Landscape Contractors.

1/19/2021
Consent

FINANCIAL IMPACT:

A-0382 Amount TBD

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Jacqualine Berger

COUNCILMEMBERS
Deborah Bruch Bucki, RN, PhD
Shawn Lavin
Michael Szukala

Deering Landscape Contractors agrees to hold prices and extend the current contract with the Town of Amherst for Property Maintenance of Vacant or Unmaintained Properties (Bid #2019002; CRS-CMS ID #1272/1625).

This contract will be extended for a two-year period from April 4, 2021 to April 3, 2023.

SIGNED:

Deering Landscape Contractors

DATED
12/17/2020

Brian J. Kulpa, Supervisor
Town of Amherst

DATED

Attachment: Deering CRS (RES-2021-95 : Ext of Property Maintenance Contract - CRS #2343 (Original CRS/CMS #1272/1625))

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 22766 **RESOLUTION 2021-96** **ADOPTED**

Amendment to Asbestos and Lead Surveys Contract - CRS #2345 (Original CRS/CMS #1370/1661)

WHEREAS, RFP #201905 for Asbestos and Lead Surveys was awarded to AMD Environmental Consultants, Inc. in 2019 by Town Board resolution 2019-486; and

WHEREAS, expedited turn-around times are needed from time to time in order to expedite a project; and

WHEREAS, the Contract Compliance and Administration Department is requesting approval for the amendment of the Asbestos and Lead Surveys contract to add set pricing for expedited services;

NOW, THEREFORE, BE IT RESOLVED, The Town Board approves the amendment to the Asbestos and Lead Surveys contract to add pricing for expedited services.

1/19/2021
Consent

FINANCIAL IMPACT:

Town Wide, Various Accounts, Amount TBD

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

AMD Environmental Consultants, Inc.
712 Main St. Suite L1
Buffalo, NY 14202
Office: 716-833-0043 Fax: 716-241-8689
www.amdenvironmental.com

December 29th , 2020

Attn: Karen Halton,
Contract Compliance
Town of Amherst
5583 Main Street
Williamsville, NY 14221
(716) 631-7076 / KHalton@amherst.ny.us

Ms. Halton;

AMD Environmental is pleased to provide you with the following work proposal for environmental services.

Town of Amherst RFP #201905 Asbestos and Lead Surveys

- **Asbestos Bulk Sample Analysis Expedited Turn-Around Time (TAT) Pricing**

AMD Environmental Consultants, Inc. (NYS DOL # 56177) will conduct asbestos sampling activities in accordance with guidelines and techniques identified in NY Code Rule 56. For bulk samples, Paradigm Environmental Services (NY Lab ID No.: 11955) will perform analysis via PLM / TEM according to EPA Method 198.4 with a TAT upon receipt of samples.

Rush 24 Hour Turn-around Time (TAT) from Laboratory	
Polarized Light Microscopy (PLM):	$ 60.00/ Sample
Transmission Electron Microscopy (TEM):	$ 80.00 / Sample
Non-Friable Organically Bound Preparation (NOB):	$ 20.00 / Sample

48 Hour Turn-around Time (TAT) from Laboratory	
Polarized Light Microscopy (PLM):	$ 40.00/ Sample
Transmission Electron Microscopy (TEM):	$ 60.00 / Sample
Non-Friable Organically Bound Preparation (NOB):	$ 20.00 / Sample

3 Day Turn-around Time (TAT) from Laboratory	
Polarized Light Microscopy (PLM):	$ 30.00/ Sample
Transmission Electron Microscopy (TEM):	$ 40.00 / Sample
Non-Friable Organically Bound Preparation (NOB):	$ 20.00 / Sample

Standard 5 Day Turn-around Time (TAT) from Laboratory	
Polarized Light Microscopy (PLM):	$ 10.00/ Sample
Transmission Electron Microscopy (TEM):	$ 28.00 / Sample
Non-Friable Organically Bound Preparation (NOB):	$ 10.00 / Sample

Continued on next page.

AMD Environmental Consultants, Inc.
712 Main St. Suite L1
Buffalo, NY 14202
Office: 716-833-0043 Fax: 716-241-8689
www.amdenvironmental.com

Note: If total days on-site exceeds the estimated days, the total cost will reflect the additional days at the Standard Day Rate. Over-time is not included in this quote and associated fee may be negotiated if deemed necessary for job completion. Sample quantities are estimates only; the final cost for sampling will be determined by the variation of material being sampled on-site.

Please sign and return- via email, fax or traditional mail.

Date:	**PO #:**	**Name/Title:**

Signature: _____

Regards,

Jonathan Wolf
General Manager
AMD Environmental Consultants

Attachment: Town of Amherst Expedited Asbestos Sample Pricing (RES-2021-96 : Amendment to Asbestos and Lead Surveys Contract - CRS

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 22793 **RESOLUTION 2021-97** **ADOPTED AS AMENDED**

Award Bid 2020034 - Walk Off Mats - CRS #2354

WHEREAS, the Contract Compliance and Administration Department received bids on December 17, 2020 for Bid 2020034, Walk Off Mats; and

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

WHEREAS, approval of this contract is being made pending successful completion of the contract routing system due to the fact that the current contract expires 1/31/2021;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Cintas Corporation; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Cintas Corporation.

1/19/2021
A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion was then made by Supervisor Kulpa to amend, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Amendment adds contract routing approval to this resolution.

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

FINANCIAL IMPACT:

Town Wide - Various Accounts - Amount TBD

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

	Low Bidder	Bid #2020034 Walk Off Mats						Cintas Original Bid Prices		Cintas Negotiated Bid Prices		Unifirst Corp.		Edmer	
Mat Size	Frequency	Plant	Senior Center	Eng.	Highway Parks	Court	TOTAL QUANTITY	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
2 x 3	Weekly				52		52	$1.62	$84.24	$1.62	$84.24	NB		$25.00	
	Bi-weekly						0	$1.62	$0.00	$1.62	$0.00	NB			
	Monthly						0	$1.62	$0.00	$1.62	$0.00	NB			
3' x 5'	Weekly				936		936	$4.05	$3,790.80	$4.05	$3,790.80	$3.50	$3,276.00	$48.75	
	Bi-weekly	234	13	286			533	$4.05	$2,158.65	$4.05	$2,158.65	$5.00	$2,665.00		
	Monthly		6			24	30	$4.05	$121.50	$4.05	$121.50	$7.00	$210.00		
3' x 10'	Weekly				884		884	$8.10	$7,160.40	$7.50	$6,630.00	$7.00	$6,188.00	$97.50	
	Bi-weekly	143	26	390			559	$8.10	$4,527.90	$7.50	$4,192.50	$10.00	$5,590.00		
	Monthly		12			24	36	$8.10	$291.60	$7.50	$270.00	$14.00	$504.00		
3' x 15'	Weekly						0	$12.15	$0.00	$10.00	$0.00	NB		$157.50	
	Bi-weekly		13				13	$12.15	$157.95	$10.00	$130.00	NB			
	Monthly		6				6	$12.15	$72.90	$10.00	$60.00	NB			
4' x 6'	Weekly				52		52	$6.48	$336.96	$6.48	$336.96	$4.50	$234.00	$84.00	
	Bi-weekly	52	39				91	$6.48	$589.68	$6.48	$589.68	$7.50	$682.50		
	Monthly		18			24	42	$6.48	$272.16	$6.48	$272.16	$10.00	$420.00		
4' x 8'	Weekly						0	$8.64	$0.00	$8.00	$0.00	$7.50	$0.00	$112.00	
	Bi-weekly	234					234	$8.64	$2,021.76	$8.00	$1,872.00	$10.50	$2,457.00		
	Monthly						0	$8.64	$0.00	$8.00	$0.00	$14.50	$0.00		
4' x 12'	Weekly						0	$12.96	$0.00	$10.00	$0.00	NB		$168.00	
	Bi-weekly		13				13	$12.96	$168.48	$10.00	$130.00	NB			
	Monthly		6				6	$12.96	$77.76	$10.00	$60.00	NB			
4' x 20'	Weekly						0	NB		NB		NB		$280.00	
	Bi-weekly						0	NB		NB		NB			
	Monthly						0	NB		NB		NB			
6' x 8'	Weekly						0	$12.96	$0.00	$12.96	$0.00	NB		$168.00	
	Bi-weekly						0	$12.96	$0.00	$12.96	$0.00	NB			
	Monthly						0	$12.96	$0.00	$12.96	$0.00	NB			
4-1/2' x 3-1/2' Scraper Type								$4.50		$4.50		$4.00		$78.00	
TOTALS									$21,832.74		**$20,698.49**		$22,226.50		

NOTES:

Cintas: Prices were negotiated and Cintas agreed to match Erie County pricing for items which are lower on the County contract.

Unifirst: Did not bid on Items 1, 4, 7, 8 & 9, however, total price higher without those items.

Edmer Supply: quoted purchase prices.

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Economic Development
Initiated by: **Maggie Hamilton Winship**
Co-Sponsored by:

DOC ID: 22794 **RESOLUTION 2021-98** **ADOPTED AS AMENDED**

Authorize the Sale of 404 Mill Street, Amherst NY 14221

WHEREAS, In 2000, the Town of Amherst and New York State purchased 85-acres of land, which was the Sisters of St. Francis property and divided it such that the Town retained ownership of the Motherhouse, Boiler House Building, and three garages, along with the surrounding 5 acre of land, and New York State retained ownership of the remaining 80 acres, which were used to create Amherst State Park; and

WHEREAS, In 2002, a private developer purchased the Motherhouse property from the Town and renovated it to become St. Mary's Senior Apartments, and the Boiler House and 1 acre of land became known as 404 Mill Street which remained Town property; and

WHEREAS, Throughout the years, the Town has explored a variety of use options for this property by completing an Existing Conditions Survey along with completing Asbestos, Building and Environmental Site studies; and

WHEREAS, after extensive due diligence related to potential uses of the property, as well as rehabilitation costs, the Town has come to the conclusion that the best option for this property is to list it for sale; and

WHEREAS, the property is a local, State and National landmark, and the Town's Historic Preservation Commission has reviewed the proposed sale of the property and is in agreement, ~~as indicated in their December 8, 2020 meeting~~ ~~minutes~~ provided any future development on the site receives their approval as indicated in Town Code; and

WHEREAS, after the property is sold, the Historic Preservation Commission would review any plans for future development, along with the Planning Department as per the Town's site plan review process;

NOW, THEREFORE, BE IT RESOLVED, the property located at 404 Mill Street will be listed for sale by the Town of Amherst and any interested buyers may contact the Economic Development office to submit offers or make inquiries.

1/19/2021
A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion was then made by Deputy Supervisor Berger to amend, seconded by Councilmember Szukala and unanimously approved 5-0. Amendment is indicated in resolution.

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

FINANCIAL IMPACT:

Revenue From Sale

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 22786 **RESOLUTION 2021-99** **ADOPTED**

Award of Bid - Utility Repair & Construction Nichols, Long & Moore Construction Corp.

On January 14, 2020, two (2) bids were received for the Utility Repair and Construction Work project for a two-year period. The bid was awarded on January 21, 2020 to Nichols Long & Moore Construction for Year 1 of the contract.

Per the attached bid tabulation and in accordance with Article 2.2 of the Contract Agreement, "The OWNER reserves the right to award the Base Bid only. In the event that the CONTRACTOR for the Base Bid (Year 1) is also the low bidder for the Alternate Bid (Year 2), then the Owner reserves the right to award the Alternate Bid at any time prior to the end of the Base Bid Contract period at no increase in the Alternate Bid Contract Price." As such, we recommend that Nichols, Long & Moore Construction Corp. be awarded the attached unit cost bid items; Items 1-30 for Year 2 of this contract. The above contract shall be effective from February 1, 2021 through January 31, 2022.

This is a Town-wide contract, so funding is available for this contract from "various" accounts in amounts to be determined.

Please authorize award of Year 2 of this contract to Nichols, Long and Moore Construction. Thank you.

1/19/2021
Consent

FINANCIAL IMPACT:

TBD

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

UTILITY REPAIR & CONSTRUCTION WORK

TOWN OF AMHERST JOB NO. 2020-005

BID TABULATION

BID DATE: JANUARY 14, 2020

				Nichols, Long & Moore Construction Corp.				Hunting Valley Construction, Inc.				C.M.H. Company, Inc. (No Bid)							
				YEAR 1	(2020)	YEAR 2	(2021)	YEAR 1	(2020)	YEAR 2	(2021)	YEAR 1	(2020)	YEAR 2	(2021)	YEAR 1	(2020)	YEAR 2	(2021)
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	PRICE PER UNIT	SUB TOTAL	PRICE PER UNIT	SUB TOTAL	PRICE PER UNIT	SUB TOTAL	PRICE PER UNIT	SUB TOTAL	PRICE PER UNIT	SUB TOTAL	PRICE PER UNIT	SUB TOTAL	PRICE PER UNIT	SUB TOTAL	PRICE PER UNIT	SUB TOTAL
1	EQUIPMENT ACCESSORY TRUCK	24	HOURS	1.00	24.00	1.00	24.00	1.00	24.00	1.00	24.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	AIR COMPRESSOR & JACKHAMMERS	80	HOURS	5.00	400.00	5.00	400.00	5.00	400.00	5.00	400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	CONTRACTOR PUMPS 3 TO 4 INCH	8	HOURS	1.00	8.00	1.00	8.00	1.00	8.00	1.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	CONTRACTOR PUMPS 6 INCH	8	HOURS	1.00	8.00	1.00	8.00	1.00	8.00	1.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	PAVEMENT & CONCRETE BREAKER	8	HOURS	1.00	8.00	1.00	8.00	1.00	8.00	1.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	COMPACTING EQUIPMENT	185	HOURS	9.00	1,665.00	9.00	1,665.00	6.00	1,110.00	6.00	1,110.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	TAG TRAILER	24	HOURS	1.00	24.00	1.00	24.00	1.00	24.00	1.00	24.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	1-TON DUMP TRUCK	24	HOURS	10.00	240.00	10.00	240.00	15.00	360.00	15.00	360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	6-WHEEL DUMP TRUCK	24	HOURS	28.00	672.00	28.00	672.00	27.00	648.00	27.00	648.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	10-WHEEL DUMP TRUCK	24	HOURS	28.00	672.00	28.00	672.00	27.00	648.00	27.00	648.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	RUBBER TIRE LOADER/BACKHOE	920	HOURS	21.00	19,320.00	22.00	20,240.00	50.00	46,000.00	52.00	47,840.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12	TRACK-MOUNTED BACKHOE	50	HOURS	50.00	2,500.00	50.00	2,500.00	40.00	2,000.00	40.00	2,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	BULLDOZER	8	HOURS	1.00	8.00	1.00	8.00	1.00	8.00	1.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14	PAVEMENT CUTTER	24	HOURS	1.00	24.00	1.00	24.00	50.00	1,200.00	50.00	1,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	PICK-UP TRUCK	24	HOURS	1.00	24.00	1.00	24.00	1.00	24.00	1.00	24.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	LABOR FOREMAN	24	HOURS	84.00	2,016.00	86.00	2,064.00	75.00	1,800.00	75.00	1,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	OPERATOR/DRIVER-CDL	24	HOURS	104.00	2,496.00	107.00	2,568.00	85.00	2,040.00	85.00	2,040.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18	SKILLED LABORER - DRIVER CDL	40	HOURS	79.00	3,160.00	82.00	3,280.00	70.00	2,800.00	70.00	2,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	DRIVER - CDL	40	HOURS	38.00	1,520.00	39.00	1,560.00	70.00	2,800.00	70.00	2,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	UTILITY REPAIR CREW	1,240	HOURS	447.75	555,210.00	473.00	586,520.00	510.00	632,400.00	525.00	651,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	MANHOLE REPAIR CREW	40	HOURS	160.00	6,400.00	160.00	6,400.00	210.00	8,400.00	210.00	8,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	DISPOSAL COST	100	C.Y.	0.01	1.00	0.01	1.00	0.01	1.00	0.01	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	TOPSOIL, FERTILIZER, AND SEED	500	S.Y.	13.50	6,750.00	13.50	6,750.00	12.00	6,000.00	12.00	6,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	TOPSOIL, FERTILIZER, AND SOD	25	S.Y.	14.40	360.00	14.40	360.00	14.00	350.00	14.00	350.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25	NEW OR REPLACEMENT SIDEWALK	1,200	S.F.	7.25	8,700.00	7.00	8,400.00	8.00	9,600.00	8.00	9,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	BITUMINUS DRIVEWAY REPLACEMENT	200	S.F.	6.15	1,230.00	6.15	1,230.00	9.00	1,800.00	9.00	1,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27	CONCRETE DRIVEWAY REPLACEMENT	600	S.F.	7.50	4,500.00	8.00	4,800.00	10.00	6,000.00	10.00	6,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28	BITUMINUS PAVEMENT REPLACEMENT	300	S.F.	6.50	1,950.00	6.50	1,950.00	10.00	3,000.00	10.00	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29	NEW OR REPLACEMENT CURB	25	L.F.	30.00	750.00	30.00	750.00	39.00	975.00	39.00	975.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	CONCRETE WORK - FORMED	10	C.Y.	90.00	900.00	90.00	900.00	100.00	1,000.00	100.00	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			YEARLY TOTALS	$621,540.00		$654,050.00		$731,436.00		$751,876.00		$0.00		$0.00		$0.00		$0.00	

Packet Pg. 159

12.K.1.a

Attachment: NLM Bid Tab (RES-2021-99 : Award of Bid - Utility Repair & Construction)

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 22787 **RESOLUTION 2021-100** **ADOPTED**

Travel Reimbursement Request ABC Exam Review Class

The Engineering Department is requesting approval to reimburse one (1) employee gas, tolls, per diem and course expenses to attend a review course at the Environmental Training Center at Morrisville State College in Morrisville, NY in November 2020. The employee was scheduled to take an operator license exam in December 2020 and there was a last minute opening for the employee to attend the review course. Because of the location of the course, we are asking for the breakfast and dinner per diems to also be reimbursed to the employee.

The total cost for the employee for the mileage reimbursed is $236.30.

Funding for this request will be available in account G9916-4040.

Thank you for considering this request.

1/19/2021
Consent

FINANCIAL IMPACT:

G9916-4040; $236.30

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles — Department Head Approval ONLY Required — *Revised 2/12/2020*

☒ $250 + or greater than 75 miles — Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
[redacted]	[redacted]	Eng.-Plant 16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
11/23/2020	11/24/2020	Environmental Training Center, Morrisville, NY	Review Class for ABC Exam - Operator License

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.575	$56.00	G9916-4040	
Tolls	$3.82	G9916-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
1 # nights @ $ 96.00			
Meals:			
IRS Per Diem Per Day: $ 55.00			
1st & Last Day of Travel @ 75%			
1 # Breakfasts @ $ 13.00	$13.00	G9916-4040	
1 # Lunches @ $ 14.00	$14.00	G9916-4040	
1 # Dinners @ $ 23.00	$23.00	G9916-4040	
1 # Incidentals @ $ 5.00	$5.00	G9916-4040	
Registration/Conference Fee	$100.00	G9916-4850	
Other			
Subtotal	$214.82		N/A
Contingency - 10% of subtotal or $200	$21.48		N/A
TOTAL	$236.30		

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature — Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature — Date

Complete Shaded Area For Expense Reimbursement

X:\Forms\Travel Expense Reimbursement Form 2.12.20

Attachment: Travel Form for ABC Exam Class (RES-2021-100 : Travel Reimbursement Request)

Search Morrisville.edu

ETC Environmental Training Center
Morrisville State College (/)

Courses (/courses/) > Review Class for ABC Exam (/courses/detail.aspx?id=14)

Review Class for ABC Exam

Dates

- Nov 24, 2020
- Mar 19, 2021
- Jul 22, 2021
- Oct 22, 2021

Description

This one-day class for wastewater treatment personnel has been prepared in an effort to provide participants with a broad and general review in preparation for the ABC exam. The review will consist of a combination of lecture, questions and answers, and practice answering sample examination questions.

Topics to be reviewed will include:
Basic Concepts
Preliminary Treatment Primary Treatment
Secondary Treatment
Solids Digestion
Chlorination & Disinfection
Pumps & Maintenance

Prerequisites

none

Price

$100

Register for courses (/courses/register.aspx?categoryId=1)

Contact Us

Environmental Training Center
Morrisville State College
Crawford Hall, 3rd Floor
Morrisville, NY 13408

Phone: 315-684-6082
Fax: 315-684-6609

Facebook (https://www.facebook.com/EnvironmentalTrainingCenter) Twitter (https://twitter.com/etcmorrisville)

Attachment: Travel Form for ABC Exam Class (RES-2021-100 : Travel Reimbursement Request)

An official website of the United States government

U.S. General Services Administration

FY 2021 Per Diem Rates for ZIP 13408

I'm interested in:

Lodging by month (excluding taxes) | October 2020 - September 2021

Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website).

Primary Destination	County	2020 Oct	Nov	Dec	2021 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Standard Rate	Applies for all locations without specified rates	$96	$96	$96	$96	$96	$96	$96	$96	$96	$96	$96	$96

Meals & Incidentals (M&IE) Breakdown

Use this table to find the following information for federal employee travel:

M&IE Total - the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.

Breakfast, lunch, dinner, incidentals - Separate amounts for meals and incidentals. M&IE Total = Breakfast + Lunch + Dinner + Incidentals. Sometimes meal amounts must be deducted from trip voucher. See More Information

First & last day of travel - amount received on the first and last day of travel and equals 75% of total M&IE.

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Standard Rate	Applies for all locations without specified rates	$55	$13	$14	$23	$5	$41.25

I'm interested in:

Last Reviewed: 2020-01-10

Attachment: Travel Form for ABC Exam Class (RES-2021-100 : Travel Reimbursement Request)

Thruway Authority

Toll and Distance Calculator

Tolls from
Exit 49 - (I-90 - NYS Thruway) - Depew - Lockport - NY Route 78
to
Exit 34 - (I-90 - NYS Thruway) - Canastota - Oneida - Chittenango - NY Route 13

Additional E-ZPass discount plans are available for commuters, motorcycles, motorhomes And other vehicles.
The table below represents your anticipated tolls.

TOLLS FOR A CLASS 2L VEHICLE

TOLL LOCATIONS	NY E-ZPASS TOLLS	OUT OF STATE E-ZPASS TOLLS	TOLLS BY MAIL
Exit 49 (I-90 - NYS Thruway) --> Exit 47 (I-90 - NYS Thruway)	$1.73	$1.82	$1.82
Exit 47 (I-90 - NYS Thruway) --> Exit 46 (I-90 - NYS Thruway)	$0.72	$0.76	$0.76
Exit 46 (I-90 - NYS Thruway) --> Exit 45 (I-90 - NYS Thruway)	$0.51	$0.54	$0.54
Exit 45 (I-90 - NYS Thruway) --> Exit 44 (I-90 - NYS Thruway)	$0.17	$0.18	$0.18
Exit 44 (I-90 - NYS Thruway) --> Exit 39 (I-90 - NYS Thruway)	$2.57	$2.71	$2.71
Exit 39 (I-90 - NYS Thruway) --> Exit 36 (I-90 - NYS Thruway)	$0.30	$0.31	$0.31
Exit 36 (I-90 - NYS Thruway) --> Exit 35 (I-90 - NYS Thruway)	$0.18	$0.19	$0.19
Exit 35 (I-90 - NYS Thruway) --> Exit 34A (I-90 - NYS Thruway)	$0.11	$0.11	$0.11
Exit 34A (I-90 - NYS Thruway) --> Exit 34 (I-90 - NYS Thruway)	$0.67	$0.71	$0.71
Total	**$6.96**	**$7.33**	**$7.33**

NY E-ZPASS CUSTOMERS WILL SAVE $0.37. DISCOUNT APPLIES TO E-ZPASSNY ACCOUNTS ONLY

Approximate Distance: 155.8 miles

Calculate return tolls for Canastota - Oneida - Chittenango - NY Route 13 to Depew - Lockport - NY Route 78

ALONG YOUR TRIP, YOU WILL PASS THE FOLLOWING SERVICE AREAS

SERVICE AREA	MILEPOST
Pembroke Service Area	Milepost 397
Scottsville Service Area	Milepost 366
Clifton Springs Service Area	Milepost 337
Port Byron Service Area	Milepost 310
DeWitt Service Area	Milepost 280

Calculate Another Trip Back

Attachment: Travel Form for ABC Exam Class (RES-2021-100 : Travel Reimbursement Request)

Thruway Authority

Toll and Distance Calculator

Tolls from
Exit 34 - (I-90 - NYS Thruway) - Canastota - Oneida - Chittenango - NY Route 13
to
Exit 50 - (I-90 - NYS Thruway) - Niagara Falls - I-290

Additional E-ZPass discount plans are available for commuters, motorcycles, motorhomes And other vehicles.
The table below represents your anticipated tolls.

TOLLS FOR A CLASS 2L VEHICLE

TOLL LOCATIONS	NY E-ZPASS TOLLS	OUT OF STATE E-ZPASS TOLLS	TOLLS BY MAIL
Exit 34 (I-90 - NYS Thruway) --> Exit 34A (I-90 - NYS Thruway)	$0.67	$0.71	$0.71
Exit 34A (I-90 - NYS Thruway) --> Exit 35 (I-90 - NYS Thruway)	$0.11	$0.11	$0.11
Exit 35 (I-90 - NYS Thruway) --> Exit 36 (I-90 - NYS Thruway)	$0.18	$0.19	$0.19
Exit 36 (I-90 - NYS Thruway) --> Exit 39 (I-90 - NYS Thruway)	$0.30	$0.31	$0.31
Exit 39 (I-90 - NYS Thruway) --> Exit 44 (I-90 - NYS Thruway)	$2.57	$2.71	$2.71
Exit 44 (I-90 - NYS Thruway) --> Exit 45 (I-90 - NYS Thruway)	$0.17	$0.18	$0.18
Exit 45 (I-90 - NYS Thruway) --> Exit 46 (I-90 - NYS Thruway)	$0.51	$0.54	$0.54
Exit 46 (I-90 - NYS Thruway) --> Exit 47 (I-90 - NYS Thruway)	$0.72	$0.76	$0.76
Exit 47 (I-90 - NYS Thruway) --> Williamsville Toll Barrier	$1.87	$1.96	$1.96
Total	**$7.10**	**$7.47**	**$7.47**

NY E-ZPASS CUSTOMERS WILL SAVE $0.37. DISCOUNT APPLIES TO E-ZPASSNY ACCOUNTS ONLY

Approximate Distance: 158.8 miles

Calculate return tolls for Niagara Falls - I-290 to Canastota - Oneida - Chittenango - NY Route 13

ALONG YOUR TRIP, YOU WILL PASS THE FOLLOWING SERVICE AREAS

SERVICE AREA	MILEPOST
Chittenango Service Area	Milepost 266
Warners Service Area	Milepost 292
Junius Ponds Service Area	Milepost 324
Seneca Service Area	Milepost 350
Ontario Service Area	Milepost 376
Clarence Service Area	Milepost 412

Calculate Another Trip Back

Attachment: Travel Form for ABC Exam Class (RES-2021-100 : Travel Reimbursement Request)

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 22788 **RESOLUTION 2021-101** **ADOPTED**

Travel Request Mileage Reimbursement Backflow Prevention Testing Recertification

The Engineering Department is requesting approval to reimburse one (1) employee mileage expenses after attending a Backflow Testing Recertification course at the Monroe Community College Applied Tech. Center in Rochester, NY in November 2020. The original travel request was approved with resolution 2020-178 on 2/3/20. Due to COVID-19 closings and restrictions, the training was rescheduled and the employee took their own vehicle to the training instead of the Town vehicle originally requested in the resolution.

The employee drove 147.1 miles at a rate of $.575 per mile (2020 Federal rate). The total cost for the employee for the mileage reimbursed is $84.58.

Funding for this request will be available in account G9916-4040.

Thank you for considering this request.

1/19/2021
Consent

FINANCIAL IMPACT:

G9916-4040; $84.58

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

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/20 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 21587 **RESOLUTION 2020-178** **ADOPTED**

Backflow Testing Recertification

The Engineering Department is requesting approval to send one (1) employee to attend the Backflow Testing Recertification course at the Monroe Community College Applied Tech. Center in Rochester, NY in March 2020.

The total cost for the employee to attend is estimated to be $253.39 which includes registration, tolls and the use of a Town vehicle.

Funding for this request will be available in accounts G9916-4040 and G9916-4850.

Thank you for considering this request.

2/03/2020
Consent

FINANCIAL IMPACT:

$253.39; G9916-4040 & G9916-4850

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

Attachment: Backflow Testing Resolution (RES-2021-101 : Travel Request Mileage Reimbursement)

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 22789 **RESOLUTION 2021-102** **ADOPTED**

Infor MP2 Enterprise Maintenance & Support Renewal CRS 2347

We are required to maintain a licensing agreement with the software vendor, Infor (US), Inc., to supply on-line maintenance and technical support for the MP2 Enterprise Edition. Infor™ MP2 Enterprise Edition is the main operating software used to control and monitor all assets and equipment for the Engineering Sewer Maintenance Department.

We are requesting your approval for a 1-Year maintenance & support renewal with Infor (US), Inc. for the Infor™ MP2 Enterprise Edition software. The maintenance & support agreement annual cost is $3,653.55 and will cover the period from February 1, 2021 to January 31, 2022.

In addition, we are requesting Board approval for a partial waiver of the insurance requirements included in the Addendum to Contract form. The insurance waiver is requested due to the fact that this vendor will NOT come onto Town Property. Infor (US), Inc. will be supplying the software and all technical assistance from their offices which are located outside of the Town.

Funds will be available for this agreement from account G9000 - 4090. This request has successfully completed the contract review process.

Thank you for considering this request.

1/19/2021
Consent

FINANCIAL IMPACT:

G9000-4090; $3,653.55

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

ADDENDUM
ONE-YEAR SUPPORT COMMITMENT

This Addendum, effective as of _____ ("the Addendum"), amends the terms of the software support agreement currently in effect between **Town of Amherst** ("Licensee") and **Infor (US), LLC** ("Infor") with an effective date of February 1, 2012 (the "Agreement"). In case of any conflict between the Agreement, and this Addendum, the terms and conditions of this Addendum shall control. Except as otherwise modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

The parties agree as follows:

1. Licensee hereby agrees to a non-cancelable commitment to a one-year Support period for the Component Systems listed on Exhibit 1.

2. In consideration of Licensee's non-cancelable one-year Support commitment, the annual support fee for the Component Systems and users specified on the attached Exhibit 1 is hereby modified as set forth below:

Maintenance Renewal Period	Annual Support Fees	Type of Support
February 1, 2021 – January 31, 2022	$ 3,653.55	XT

TOTAL ANNUAL SUPPORT FEES: $ **3,653.55** USD

The Annual Support Fee is an annual fee to be paid on a yearly basis. Payment of the Annual Support Fee set forth above is due upon receipt of Invoice from Infor. Annual Support Fees for all other periods are due and payable per the terms of the Agreement. At the end of the maintenance renewal period set forth above, the annual maintenance fee shall be subject to successive increases on an annual basis, not to exceed the Annual Escalation Cap, which is 6% or the then-current Consumer Price Index, whichever is greater.

3. The Annual Support Fees set forth above shall apply only to the items set forth on the attached Exhibit 1. If Licensee licenses additional Software and/or users during the maintenance renewal periods specified above, the annual support fee will increase accordingly.

4. The parties agree the fees specified above are offered by Infor solely in reliance upon Licensee's commitment to renew annual maintenance services through the last maintenance renewal period specified above. The one-year maintenance renewal period specified herein is a binding term, and support services may not be canceled during this time. If Licensee fails to pay Infor any portion of the Total Annual Support Fees when due for any reason whatsoever, then, in addition to other remedies Infor may exercise, Infor will be entitled to revoke the Annual Support Fees and Licensee shall be immediately invoiced for, and shall be obligated to pay to Infor the standard Support Fee as liquidated damages and not as a penalty, less any amounts previously paid by Licensee under this Addendum. The parties agree this amount is a fair and reasonable estimation of Infor's damages in the event Licensee breaches its obligation to maintain Support through the one-year commitment period.

Attachment: Infor Agreement (RES-2021-102 : Infor MP2 Enterprise Maintenance & Support Renewal)

5. Licensee warrants, represents and agrees that the prices, terms, and conditions contained in this Addendum shall not be disclosed by Licensee to any third party and are to be maintained as Infor's "Confidential Information" pursuant to the terms of the Agreement.

Infor (US), LLC	Licensee: **Town of Amherst**
By _____	By _____
Name Printed: Lindsay Pritchard	Name Printed _____
Title: Associate General Counsel	Title _____
Date 1/5/2021	Date _____

Attachment: Infor Agreement (RES-2021-102 : Infor MP2 Enterprise Maintenance & Support Renewal)

Exhibit 1 to the Addendum

List of Component Systems Subject to Addendum:

Description	Quantity	User Restrictions
MP2 Enterprise	1	SV
MP2 Enterprise Users	7	CU
MP2 Weblink and Messenger	5	NU
MP2 Barcode Plus	1	DV

Attachment: Infor Agreement (RES-2021-102 : Infor MP2 Enterprise Maintenance & Support Renewal)

Invoice	Invoice Date	Due Date
P - 392112-US0AB	10/06/2020	01/01/2021

Invoice

Bill to: TOWN OF AMHERST
1100 N. Forest Rd.
WILLIAMSVILLE, NY 14221
USA
Attn: Jason Koch

Deliver To: TOWN OF AMHERST
1100 N. Forest Rd.
WILLIAMSVILLE, NY 14221
USA
Attn: License Site

Customer No.	Tax Reg. No.	Customer PO No.	Currency	
100006435			USD	Maintenance Renewal

Description	Location	Type	QTY	Users	Start Date	End Date
MP2 Enterprise Server	WILLIAMSVILLE	PROD	1	1	02/01/2021	01/31/2022
MP2 Enterprise	WILLIAMSVILLE	PROD	1	7	02/01/2021	01/31/2022
MP2 Weblink and Messenger	WILLIAMSVILLE	PROD	1	5	02/01/2021	01/31/2022
MP2 Barcode Plus	WILLIAMSVILLE	PROD	1	1	02/01/2021	01/31/2022

TAX(Type RE - NY) 0.00

For renewal questions, please contact Srinivas Vemula, Subscription Services Manager

Email: Srinivas.Vemula@infor.com

Remit to:

Infor (US), INC.
NW 7418
PO Box 1450
Minneapolis, MN 55485-7418
USA
Cash.Applications@Infor.com
Wire to: Wells Fargo Bank
ABA# 121000248
Acct. # 4124017351

Please pay invoice by due date to avoid interruptions in support.

Net	Tax	Total:
3,653.55	0.00	3,653.55

Payment Terms: See Due Date.

Special Instructions: For questions, please contact Infor (US), Inc. at 678-319-8000 or email Infor.Collections@Infor.com

Invoice Total: USD 3,653.55

Failure to pay renewal fees when due will affect your continued support coverage and will incur additional fees
Please refer to http://www.infor.com/support/reinstatement-policy/ for further details

Attachment: Infor Agreement (RES-2021-102 : Infor MP2 Enterprise Maintenance & Support Renewal)

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 22790 **RESOLUTION 2021-103** **ADOPTED**

Amherst Police Training Center Shooting Range Change Order No. 1 & Final Plumbing Contract CRS No. 2328

We are requesting that the Town Board consider approval of the above referenced Change Order, which increases the overall contract amount by $3,955.05. This change order is required to reroute and increase the size of gas piping that was in conflict with a concrete block wall that was found to be damaged prior to demolition. Rerouting this piping allowed for the wall to be repaired by others.

Funding is available for this change order from the project bond account KP2009.4972.

This request has successfully completed the contract review process.

Thank you for considering this request.

1/19/2021
Consent

FINANCIAL IMPACT:

KP2009-4972; $3,955.05

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

AIA® Document G701™ – 2017

Change Order

PROJECT:	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Police Training Center Shooting Range *Project #2018.036A*	*Contract For: Town of Amherst*	Change Order Number: MC01 Date: 1/4/21
OWNER: *Town of Amherst*	ARCHITECT: *The LiRo Group*	CONTRACTOR: *Mollenberg-Betz*

The Contract is changed as follows:

1. *Rework of existing gas piping*
2. *Increase gas pipe size to unit heaters*

The original Contract Sum was	$ 20,450.00
The net change by previously authorized Change Orders	$ 0
The Contract Sum prior to this Change Order was	$ 20,450.00
The Contract Sum will be increased by this Change Order in the amount of	$ 3,955.05
The new Contract Sum, including this Change Order, will be	$ 24,405.05

The Contract Time will be unchanged) by (0) days. The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(The LiRo Group)*	CONTRACTOR *(Mollenberg-Betz)*	OWNER *(Town of Amherst)*
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Attachment: Mollenberg-Betz Change Order (RES-2021-103 : Amherst Police Training Center Shooting Range Change Order No. 1 & Final)

LiRo Engineers, Inc.
A LiRo Group Company
690 Delaware Avenue, Buffalo, NY 14209 Telephone 716.882.5476 Facsimile 716.882.9640 www.liro.com

December 18, 2020

Mr. Brian Armstrong, EIT
Assistant Municipal Engineer
Town of Amherst Engineering Department
1100 N Forest Road
Williamsville, NY 14221

RE: Mullenberg-Betz CO#1

Mr. Armstrong,

LiRo Engineers, Inc. (LiRo) has reviewed the attached change order and is recommending approval for the lump sump amount of $3,027.54. The change order is to accommodate rework of existing gas piping to accommodate existing damaged wall found during demolition. Refer attached documentation.

Sincerely,
LiRo Engineers, Inc.

Christopher Abramo, PE
Senior Project Manager

Attachment: Mollenberg-Betz Change Order (RES-2021-103 : Amherst Police Training Center Shooting Range Change Order No. 1 & Final)

Invoice

MOLLENBERG-BETZ INC
MECHANICAL CONTRACTORS

From :
MOLLENBERG-BETZ, INC.
300 SCOTT STREET
BUFFALO, NY 14204-2253 US

Bill to:
TOWN OF AMHERST
5583 MAIN ST.
CONTRACT COMPLIANCE & ADMINISTATION2ND FLOOR
WILLIAMSVILLE, NY 14221

Ship to:
5583 MAIN ST.
WILLIAMSVILLE, NY 14221

Cust #	Customer Ref	Invoice #	Invoice Date	Due Date	Disc Date	Terms
1025		35985	09/17/20	10/17/20		Net 30 days

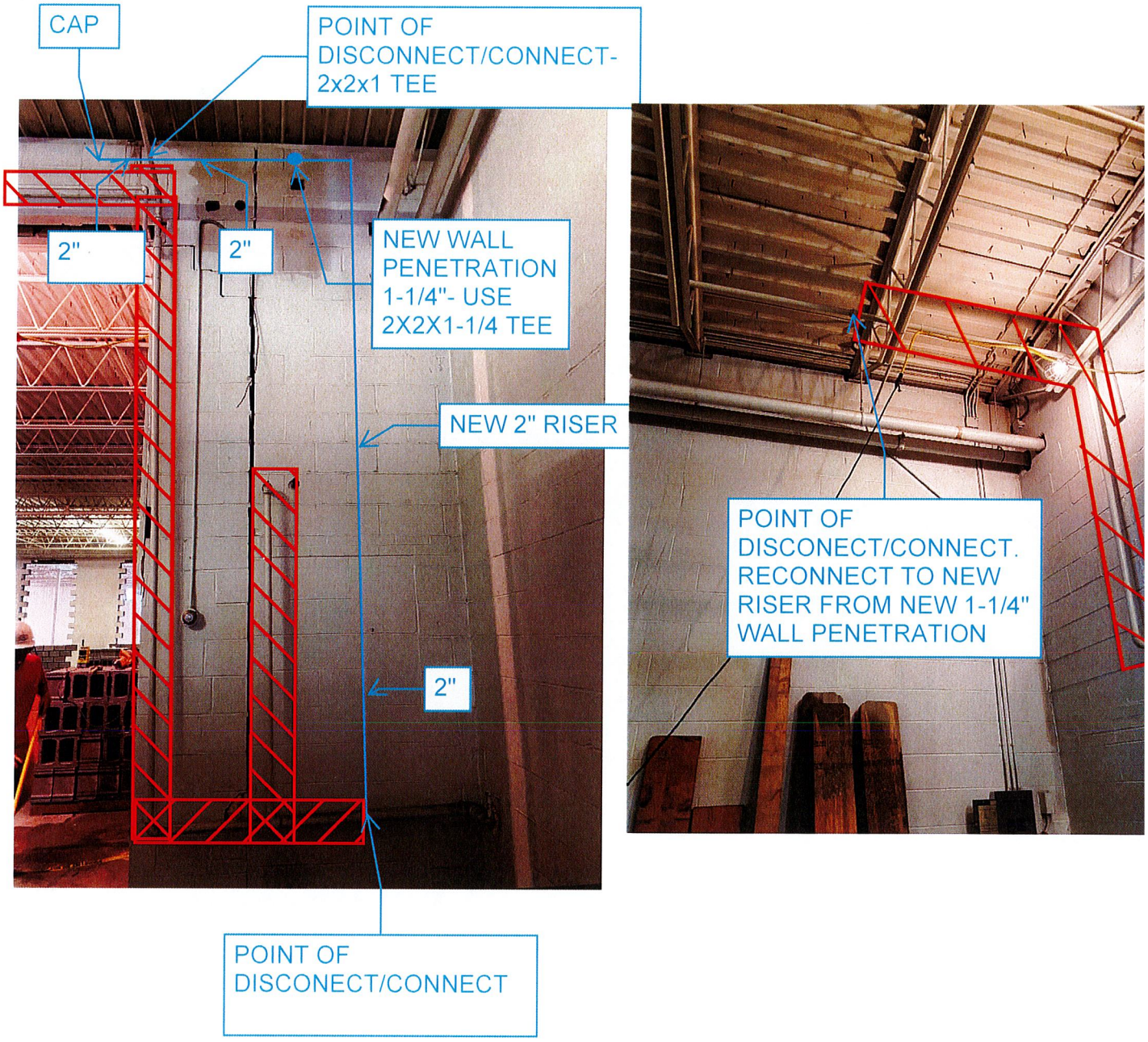
Mth/Trans	Line	Description	Contract	Item	Unit Price	Quantity	Amount
09/20 522	1	SERVICE TECH- STRAIGHT TIME	VV37372	2	121.40000	15.500	1,881.70
09/20 522	2	SERVICE TRUCK- WHOLE DAY	VV37372	8	56.75000	1.000	56.75
09/20 522	3	SERVICE TRUCK- HALF DAY	VV37372	8	37.75000	3.000	113.25
09/20 522	4	MATERIAL PLUS MARK-UP	VV37372	8	392.42000	1.000	392.42
09/20 522	5	EQUIPMENT RENTAL PLUS MARK UI	VV37372	8	533.81000	1.000	533.81
09/20 522	7	SAFETY SURCHARGE	VV37372	10	0.75032	15.500	11.63
09/20 522	8	CONSUMABLES	VV37372	11	2.45032	15.500	37.98

Notes:
INSTALL NEW GAS PIPING TO NEW HEATING UNITS

VV37372
PROJECT MANAGER: V. MIELONEN

Total	3,027.54
Sales Tax	
Less Retainage	
Total Due	3,027.54

Attachment: Mollenberg-Betz Change Order (RES-2021-103 : Amherst Police Training Center Shooting Range Change Order No. 1 & Final)



Attachment: Mollenberg-Betz Change Order (RES-2021-103 : Amherst Police Training Center Shooting Range Change Order No. 1 & Final)

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 22791 A **RESOLUTION 2021-104** **ADOPTED**

Twilight & Bramblewood Lane Stormwater Liftstation CRS No. 2353

At the Town Board meeting of June 8, 2020, approval was authorized for the relocation of an electrical service line at the above location per the attached National Grid proposal.

The estimated cost was $21,837.79 and upon project completion there are additional charges of $6,939.32. The approved proposal states that National Grid provided an estimate and will subsequently bill us upon project completion. The Town is responsible for all invoiced amounts.

May we have your approval to process payment for the additional charges under the terms of the approved National Grid proposal?

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

The funds for this project are available from Bond Account No. KP-1325-4972.

Thank you for considering this request.

1/19/2021
Consent

FINANCIAL IMPACT:

KP1325-4972; $6,939.32

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

nationalgrid

May 29, 2020

Town of Amherst Engineering Department
1100 N. Forest Rd
Williamsville, NY 14221

Re: Electric Service Proposal WR#29599780
Bramblewood Ln.

Enclosed please find an Electric Service Proposal for your request to replace primary underground National Grid facilities as described below:

Install pull box and replace cable to accommodate Town of Amherst Pump Station installation on the North spur of The Pines URD off Bramblewood Ln. in Amherst.

This project falls under PSC No. 220 Tariff Rule 28.1. Rule 28.1 requires that the customer pay all costs associated with the project. Under this rule, there is an estimated cost to you in the amount of $21,837.79 plus $1,910.81 in applicable taxes.

NOTE: *If you have an applicable tax exemption certificate, please forward along with this signed proposal.*

If this Proposal is acceptable, please sign and return this letter. Upon receipt of your acceptance, you will be billed under separate cover in the amount of $21,837.79+ $1,910.81 in applicable taxes. This estimate is valid for 90 days from the date of this letter.

The breakdown of these estimated charges are as follows:

Labor, Expenses, & Fringes	$9,524.70
Materials & Handling	$3,357.08
Transportation	$1,823.19
Overheads	$7,132.82
Sub-Total	$21,837.79 PAID - PO# 22014270
Taxes	$1,910.81
Total Estimate Charges	**$23,748.60**

Pursuant to PSC No. 220, you are responsible for the actual costs of this project. Upon project completion, costs will be reconciled to actual costs. The Company will subsequently bill you if our costs run over the invoiced amount or refunded the difference if costs run below the invoiced amount. You are responsible for all invoiced amounts.

This work will be scheduled upon receipt of this signed proposal, payment of invoice, and completion of all responsibilities as outlined in the attached proposal.

Should you have any questions, please contact me at 716-831-7192.

Sincerely,

Bernice Montague

Bernice Montague
Consumer Representative
National Grid
144 Kensington Avenue

Attachment: National Grid Proposal (RES-2021-104 : Twilight & Bramblewood Lane Stormwater Liftstation)

WR#29599780— Bramblewood Ln.

I ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS PROPOSAL:

Print Name: Brian Kulpa

Title:
(if applicable) Town Supervisor

Signature: [signature]

Date: 6/16/20

By signing this agreement, the signatory represents and warrants that he or she is duly authorized and has legal capacity to execute, deliver, and bind the party to this agreement.

Attachment: National Grid Proposal (RES-2021-104 : Twilight & Bramblewood Lane Stormwater Liftstation)

ELECTRIC SERVICE PROPOSAL WR#29599780

Town of Amherst Engineering
Bramblewood Ln.

Service Work Request:	WR#29599780
Electrical Contractor:	
Customer's Contribution:	$21,837.79 +$1,910.81 applicable taxes
Billing Party:	Town of Amherst Engineering
Customer's Responsibilities:	➢ Return signed Proposal cover letter, if accepted ➢ Provide all necessary right-of-way easements ➢ Notify National Grid if any changes in the Billing Party occur ➢ Payment in full, upon receipt of invoice ➢ Provide copy of Tax Exempt Certificate (if applicable) ➢ Backfill areas after construction is complete.
National Grid Responsibilities:	Removal and reinstallation of primary underground to accommodate drain pipe.
Construction Lead Time:	Approximately 4-6 weeks will be necessary for construction. Upon receipt of payments, permits, right-of-way and the signed Agreement, this project will be added to National Grid's construction schedule. **Note: Payment must be made upon receipt of invoice. The correct mailing address for payments will be noted on the invoice you receive.**
Remarks:	This Proposal is based upon projected cost and rate schedule provisions in effect at the date of this proposal and will be withdrawn if not accepted within 90 days of the date of this Proposal. This proposal and all attached documentation is proprietary property of National Grid and can only be used for its intended purpose and shall not otherwise be disclosed.
Prepared By:	*Bernice Montague* Regional Account Services 716-831-7192

Attachment: National Grid Proposal (RES-2021-104 : Twilight & Bramblewood Lane Stormwater Liftstation)

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

Francina J. Spoth
Town Clerk

Meeting: 06/08/20 04:30 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 22022 **RESOLUTION 2020-517** **ADOPTED**

Twilight and Bramblewood Lane Stormwater Liftstation - CRS 2078

We are hereby requesting authorization to relocate an electrical service line at the above location per the attached proposal of $21,837.79.

During the course of the stormwater liftstation construction, it was found that the electrical service line was mismarked and fell within the project limits. In order to successfully complete the project the electrical line will need to be relocated.

The funds for this project are available from Bond Account No. KP-1325-4972.

May we have your approval to award national grid, the above referenced contract? This request is pending successful completion of the contract review process.

Thank you for considering this request.

6/08/2020
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Szukala and unanimously approved 5-0.

FINANCIAL IMPACT:

KP1325-4972; $21,837.79

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

Attachment: National Grid Proposal (RES-2021-104 : Twilight & Bramblewood Lane Stormwater Liftstation)

nationalgrid

INVOICE
National Grid
Non-Utility Billing
300 Erie Blvd. West
Syracuse NY 13202
(315) 428-3110

Page: 1
Invoice No: 800391241
Invoice Date: 10/30/2020
Customer Number: 200128085
Payment Terms: Net 30
Due Date: 11/29/2020
Sales Order #: 5210 / 750037397
Reference #: 010029599780

TOWN OF AMHERST ENGINEERING
1100 N Forest Rd
Williamsville NY 14221-3298

Line	Description	Net Amo
	Reconciliation of customer charges for relocation of National Grid primary underground facilities to accommodate Town of Amherst Pump Station for The Pines URD off Bramblewood Ln. If you have any questions about this invoice, please contact BERNICE MONTAGUE at (716) 831-7192	
1	Labor, Expenses and Fringes	$9,380.4
2	Transportation	2,776.0
3	Overheads	9,509.9
4	Outside Services	3,259.3
5	Materials and Handling	3,851.3
	SUB TOTAL :	28,777.1
	Amount Billed	(21,837.7
	Total Taxes :	0.0
	TOTAL AMOUNT DUE:	$6,939.3

PLEASE DETACH AND RETURN THIS STUB IN THE ENVELOPE PROVIDED

Make checks payable to National Grid

Mail Payment to:

National Grid
P.O.Box 29794
New York, NY 10087-9794

Invoice No: 8003912
Invoice Date: 10/30/20
Customer Number: 2001280
Due Date: 11/29/20

AMOUNT DUE: $6,939.32

Enclosed: _____

Attachment: National Grid Proposal (RES-2021-104 : Twilight & Bramblewood Lane Stormwater Liftstation)

11/01/2020

National Grid
TOWN OF AMHERST ENGINEERING
Labor

Page:	2
Invoice No:	800391241
Invoice Date:	10/30/2020
Customer number:	200128085
Payment Terms:	Net 30
Due Date:	11/29/2020
Sales Order #:	5210 / 750037397
Reference #:	010029599780

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11 Employees for a total of 143.25 hours @ an average rate including benefits of 65.69/hr	9,409.8
Other Approved Costs : Administrative, Capital overheads and Allowance for Funds used during Construction	9,509.9
Adjustments	(29.4
Total :	18,890.3

Attachment: National Grid Proposal (RES-2021-104 : Twilight & Bramblewood Lane Stormwater Liftstation)

11/01/2020

National Grid
TOWN OF AMHERST ENGINEERING
Material

Page: 3
Invoice No: 800391241
Invoice Date: 10/30/2020
Customer number: 200128085
Payment Terms: Net 30
Due Date: 11/29/2020
Sales Order #: 5210 / 750037397
Reference #: 010029599780

Item Number	Description	UOM	Quantity	Net Amou
9319854	LETTER, B PL REFLECTIVE UV RES YEL ONBLK	EA	1.000	0.4
9321608	LETTER, P PL REFLECTIVE UV RES YEL ONBLK	EA	1.000	0.4
9309423	NUMBER, NO.1 1-3/4INx2-7/8IN VNYL YEL	EA	1.000	0.4
9321689	NUMBER, NO.2 1-3/4INx2-7/8IN VNYL YEL	EA	1.000	0.4
9321684	NUMBER, NO.7 1-3/4INx2-7/8IN VNYL YEL	EA	1.000	0.4
	00000000148477351		0.000	32.4
	00000000148477351		0.000	119.1
9309511	BOX, SPLC PULL PRI CABLE FG W/COV	EA	1.000	1,055.0
9308054	COVER, SPLC BOX 2PC 29-5/8INx59-5/8IN	EA	1.000	700.5
9312169	CONNECTOR, COMP C-TAP CU NO.2-NO.8	EA	2.000	1.7
9302800	CABLE, EC 2AWG 1/C CU 7 BDLSS	FT	5.000	5.9
9313027	CABLE, 15KV NO.2AWG AL 1-1/C 175MIL	FT	524.000	854.1
9388525	SPLICE, KIT COLD SHRINK 15KV MAX	EA	1.000	246.8
9389955	CONNECTOR, ELEC AL SHEAR BOLT 5-300	EA	1.000	16.4
Material Sales and use tax				252.2

Subtotal	3,287.0
Stores Expenses	564.3
Total	3,851.3

Attachment: National Grid Proposal (RES-2021-104 : Twilight & Bramblewood Lane Stormwater Liftstation)

11/01/2020

National Grid
TOWN OF AMHERST ENGINEERING
Outside Services

Page:	4
Invoice No:	800391241
Invoice Date:	10/30/2020
Customer number:	200128085
Payment Terms:	Net 30
Due Date:	11/29/2020
Sales Order #:	5210 / 75003739
Reference #:	010029599780

Vendor Name	Voucher Number	Description	Net Amou
LEDGE CREEK DEVELOPMENT INC.	5100139572		1,176.5
LEDGE CREEK DEVELOPMENT INC.	5100212280		2,082.8
		Total	3,259.3

Attachment: National Grid Proposal (RES-2021-104 : Twilight & Bramblewood Lane Stormwater Liftstation)

11/01/2020

National Grid
TOWN OF AMHERST ENGINEERING
Transportation

Page: 5
Invoice No: 800391241
Invoice Date: 10/30/2020
Customer number: 200128085
Payment Terms: Net 30
Due Date: 11/29/2020
Sales Order #: 5210 / 750037397
Reference #: 010029599780

Vehicle Description	Vehicle Number	Hours	Net Amo
SUV 4X4	26006	2.000	16.8
SUV 4X4	26006	4.000	33.6
SUV 4X4	26006	1.000	8.4
SUV 4X4	26006	2.000	16.8
SUV 4X4	26006	3.000	25.2
SUV 4X4	25508	3.000	30.7
SUV 4X4	25508	1.500	15.3
SUV 4X4	25508	1.000	10.2
SUV 4X4	25508	0.750	7.6
SUV 4X4	25508	1.000	9.2
COMPRESSOR TRUCK LD 4X4	26418	8.500	137.2
COMPRESSOR TRUCK LD 4X4	26418	8.500	137.2
PICKUP EXT 4X4	27347	8.500	81.1
PICKUP EXT 4X4	27347	8.500	81.1
DUMP 5CY	13627	8.500	179.5
DUMP 5CY	13630	4.000	84.4
DUMP 5CY	13630	8.500	179.5
MINI EXCAVATOR	23953	8.500	144.7
MINI EXCAVATOR	23953	9.000	153.2
TRAILER	24448	9.000	112.3
TRAILER	24448	8.500	106.0
DUMP 2CY	24663	8.500	137.1
DUMP 2CY	24663	9.000	145.2
AERIAL 50 MH OC 4X2	28495	4.000	118.4
AERIAL 50 MH OC 4X2	28495	8.500	251.6
AERIAL 50 MH OC 4X2	28495	4.500	133.2
4X2 FRGHT M2 TELELECT HR52	16384	4.000	101.6
4X2 FRGHT M2 TELELECT HR52	16387	8.500	215.9
4X2 FRGHT M2 TELELECT HR52	16394	4.000	101.6
		Total	2,776.0

Attachment: National Grid Proposal (RES-2021-104 : Twilight & Bramblewood Lane Stormwater Liftstation)

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 22761 **RESOLUTION 2021-105** **ADOPTED**

Approval of Agreement - State University of New York at Buffalo CRS #2344

The Highway Department requests authorization to allow the Supervisor to sign the agreement between the Town of Amherst Highway Department and the State University of New York at Buffalo.

This agreement is for the 2020-2021 winter season (9/1/2020 through 8/31/2021) for snow removal and ice control.

The State University of New York at Buffalo agrees to reimburse the Town of Amherst the sum of $53,383.72.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this agreement subject to the contract routing system and the approval of the Town Attorney.

1/19/2021
Consent

FINANCIAL IMPACT:

D5142 : 02300 REVENUE

$53,383.72

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

Attachment: SUNY-BUFFALO SNOW-ICE REMOVAL (RES-2021-105 : APPROVAL OF AGREEMENT - STATE UNIVERSITY OF NEW YORK at

TOWN OF AMHERST 2020-2021
SNOW REMOVAL AND ICE CONTROL AGREEMENT WITH STATE UNIVERSITY OF NEW YORK AT BUFFALO

In consideration of the mutual covenants, agreements, and considerations contained herein, the State University of New York at Buffalo and the Town of Amherst agree as follows:

1. **RECITALS:** The foregoing recitals are incorporated into the terms of this Agreement.
2. **DEFINITIONS:** Capitalized terms used but not defined herein shall have the meanings ascribed to them in this paragraph 2.
    a. **Snow Season** shall be defined as beginning September 1st and ending August 31st of the following calendar year.
    b. **Lane Mile** shall mean a portion of any State University of New York at Buffalo road that is one mile long and of sufficient width for safe passage of a vehicle. Shoulders, median strips, and short widened sections designed for intersection turning lanes shall not be considered in the calculation of the number of Lane Miles to be maintained under this Agreement. All State University of New York at Buffalo roads shall be considered to be at least two lanes wide for such purposes.
    c. **Remove** shall mean that which is moved and re-deposited alongside the road, and shall include, if necessary, push back and shelving.
    d. **Push Back** After a storm is over, plowed snow should be plowed back as far as possible to provide snow storage in anticipation of the next storm.
    e. **Shelving/Benching** Additional snow storage can be provided by plowing high level snow banks with the wing elevated. The wing should be at least three feet off the pavement to avoid hitting the guide rail.
    f. **Extra Work** For removal of snow from areas requiring loading equipment and hauling vehicles, front end loaders, snow blowers, or heavy dump trucks are usually used for such purpose.
    g. **State University of New York at Buffalo Executive** shall mean the Senior Buyer/Contract specialist
3. **TERM:** The term of this Agreement shall be for a one year period beginning September 1st, 2020, and expiring August 31st, 2021, defined as one snow season. The Agreement shall be reviewed annually in accordance with paragraph 9 of this Agreement. This Agreement can be extended at the request of the State University of New York at Buffalo with the approval of the Town of Amherst. The Parties agree that they will commence discussion or negotiations pertaining to the extensions of renewal of this agreement, whether in whole or part, beginning in March 2020.
4. **SERVICES:** This Agreement shall include all activities necessary to control snow and ice on State University of New York at Buffalo roads, together with all necessary labor, equipment, and materials. The Town of Amherst agrees to remove snow and

to control ice and snow on State University of Buffalo roads, hereinafter listed on **Exhibit A.** The Town of Amherst will be required to maintain sufficient level of manpower, equipment, and materials to enable it to meet the goal of providing safe and passable roads. The Town of Amherst shall clear State University of New York at Buffalo roads of snow and ice as designated by that institution, to the extent the State University of New York at Buffalo may deem necessary to provide reasonable passage and movement of vehicles over such roads, all in accordance with terms, rules, and regulations as may be deemed by the State University of New York at Buffalo to be in the best interest of the public. At all times, the State University of New York at Buffalo reserves the right to call out the Town of Amherst to Remove and/or clear snow and ice, and the Town of Amherst hereby agrees to respond within a reasonable period of time. Both Parties shall designate a 24-hour contract person, whom the State University of New York at Buffalo or the Town of Amherst will contact in the event that either Party determines it is necessary to call out the other. The Town of Amherst will notify the State University of New York at Buffalo in writing when a higher level of snow removal is potentially required. The State University of New York at Buffalo will provide written response to the Town of Amherst within twenty-four (24) hours of such notification as to whether or not the State University of New York at Buffalo will do the work themselves or have the Town of Amherst perform the higher level of snow removal. If the State University of New York at Buffalo Executive requests the higher level work, then the Town of Amherst will be compensated by the State University of New York at Buffalo per the following rates. Labor shall be billed at the applicable Town of Amherst rate and equipment will be billed at the present FEMA rates for equipment. In the event the Town of Amherst does not perform as described in Section 2 of this Agreement, the State University of New York at Buffalo and the Town of Amherst will be required to meet as soon as possible, within ten (10) business days, to settle the dispute.

5. **LANE MILES:** The schedule for State University of New York at Buffalo roads that are subject to this Agreement is attached hereto and marked **Exhibit A: Lane Mile Confirmation.** Shoulders, median strips, and short widened sections designed for intersection turning lanes shall not be considered in the calculation of the number of Lane Miles to be maintained under this Agreement. All State University of New York at Buffalo roads shall be considered to be at least 2 lanes wide for such purpose. The number of Lane Miles for which compensation shall be paid hereunder is as set forth in **Exhibit A.**
6. **PAYMENT:** The State University of New York at Buffalo agrees to reimburse the Town of Amherst for services subject to the terms and conditions enumerated herein in the form of one payment as follows:

   September 1st, 2020, through August 31st, 2021 - $53,383.72

   Payments shall be made on an invoice submitted by the Town of Amherst to the State University of New York at Buffalo. The invoice shall be signed by the Supervisor of the Town of Amherst, and shall be submitted to the State University of New York at Buffalo by April 15, 2021 and due within thirty (30) days thereafter.
7. **INDEMNIFICATION:** To the fullest extent permitted by law, the Town of Amherst agrees that it will, at its own expense, indemnify and hold harmless the State University of New York at Buffalo, its officers, employees, and agents, from and

Attachment: SUNY-BUFFALO SNOW-ICE REMOVAL (RES-2021-105 : APPROVAL OF AGREEMENT - STATE UNIVERSITY OF NEW YORK at

against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees, or loss arising directly or indirectly out of performance or failure to perform hereunder by the Town of Amherst or third parties under the direction or control of the Town of Amherst; and to provide defense for and defend, at its sole expense, any and all claims, demands, or causes of action directly or indirectly arising out of this Agreement, and to bear all other costs and expenses related thereto. The State University of New York at Buffalo agrees that it shall provide timely notice to the Town of Amherst of any claim or action of proceeding that may be filed or commence against the State University of New York at Buffalo by reason of the performance of such work.

8. **INSURANCE:** As a part of its obligation to indemnify, defend, and hold harmless the State University of New York at Buffalo, its officers, agents and employees, as set forth above, the Town of Amherst agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage, naming the State University of New York at Buffalo as an additional insured, as described in **Exhibit B.** In lieu of the foregoing, the Town of Amherst may furnish satisfactory evidence of a self-insurance plan acceptable to the State University of New York at Buffalo.
9. **AMENDMENT/TERMINATION:** Any modifications made to the terms of this Agreement that are mutually agreed upon by both Parties, in writing, shall become effective immediately, or as otherwise agreed. Prior to the commencement of each Snow Season, the State University of New York at Buffalo will annually notify the Town of Amherst, in writing, of any proposed modifications to this Agreement by September 1st. It is understood and agreed by both Parties that notice of any modification to this Agreement shall be deemed to be accepted by the Town of Amherst and made part hereof, except in the event the Town of Amherst does not concur with the modification, then the Supervisor of the Town of Amherst may submit a letter of dispute to the State University of New York at Buffalo within ten (10) business days after receipt of the notice, setting forth the reason for the non-concurrence. The Town of Amherst and the State University of New York at Buffalo shall attempt to resolve the matter. If a resolution if unsuccessful, either Party may choose to terminate this Agreement upon thirty (30) days written notice to the other Party; however a request to terminate must be made no later than October 1st of each year. In the event a request to terminate is made after October 1st, said termination shall not be effective until the end of the current Snow Season, unless mutually agreed to, in writing, by both Parties.
10. **EXECUTORY:** It is understood by the Parties that this agreement shall be executor only to the extent of the monies available to the State University of New York at Buffalo and appropriated therefore, and no liability shall be incurred by the State University of New York at Buffalo beyond the monies available and appropriated for these purposes.
11. **SUCCESSORS:** This Agreement shall bind the successors, assigns and representatives of both Parties hereto.
12. **ASSIGMENT:** This Agreement shall not be assigned without written permission from the State University of New York at Buffalo.

Attachment: SUNY-BUFFALO SNOW-ICE REMOVAL (RES-2021-105 : APPROVAL OF AGREEMENT - STATE UNIVERSITY OF NEW YORK at

13. **WAIVER:** Failure of either Party to assert any right or declare any default hereunder shall not preclude such assertion or declaration at a later date or upon recurrence of violation of such rights or event of default.
14. **GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York.
15. **ENTIRE AGREEMENT:** This Agreement and its attachments constitute the entire Agreement between the Parties with respect to the subject matter hereof, and shall supersede all previous negotiations, commitments, and writings. In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized officers on the day and year first written above.

State University of New York at Buffalo

By: _____

Craig R. Hooftallen, MBA
Senior Buyer/Contract Specialist

Town of Amherst

By: _____

Brian Kulpa
Town of Amherst Supervisor

FOR THE MUNICIPALITY:

State University of New York at Buffalo

On this 22 day of December, 2020, before me, the undersigned, personally appeared Craig R. Hooftallen, to me personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the entity or individual upon behalf of which the individual acted, executed the instrument by authority of said municipality.

_____
Notary Public

Jennifer R. Russo
Notary Public-State of New York
No. 01RU6352555
Qualified In Erie County
My Commission Expires December 27, 2020

Attachment: SUNY-BUFFALO SNOW-ICE REMOVAL (RES-2021-105 : APPROVAL OF AGREEMENT - STATE UNIVERSITY OF NEW YORK at

2020-2021 STATE UNIVERSITY OF NEW YORK AT BUFFALO SNOW REMOVAL EXHIBIT A: LANE MILE CONFIRMATION

Town of Amherst
5583 Main Street
Williamsville, New York 14221

LOCATION	LANES	MILEAGE	TOTAL MILES
A) Audubon from Ellicott Creek Bridge to Hamilton (s.bound)	2	0.5	1.0
B) Audubon from Hamilton Rd to Flint Entrance (s.bound)	3	1.1	3.3
C) Audubon from Flint Entrance to Hamilton Rd (n.bound)	3	1.1	3.3
D) Audubon from Hamilton Rd to Ellicott Creek Bridge (n.bound)	2	0.5	1.0
E) Ramp to South	2	0.2	0.4
F) Bridge from South	2	0.5	1.0
G) Ramp from North	1	0.3	0.3
H) Bridge from North	1	0.3	0.3
I) Flint Entrance - Maple to Audubon	4	0.3	1.2
J) Rensch Entrance - Sweet Home to Audubon	5	0.1	0.5
Total Lane Miles			12.3

Attachment: SUNY-BUFFALO SNOW-ICE REMOVAL (RES-2021-105 : APPROVAL OF AGREEMENT - STATE UNIVERSITY OF NEW YORK at

STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY

CLERK'S OFFICE

BUFFALO, N.Y., July 25, 2019

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY, *That at the **16th** Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo, on the **25th** day of **July, 2019 A.D.**, a Resolution was adopted, of which the following is a true copy:*

WHEREAS, the County has contracted with local towns in Erie County for many years to provide ice and snow control on County owned roads and facilities during the snow season; and

WHEREAS, the said agreements will expire on August 31, 2019; and

WHEREAS, the County of Erie negotiated and entered into three (3) year agreements with local municipalities for the control of snow and ice on County roads by towns and incorporated villages for snow seasons 2019-2022; and

WHEREAS, it would be in the best interests of Erie County to execute an agreement at a lane mile reimbursement rate increasing three and half (3.5%) percent each year for the first two years and three percent (3%) the third year, ending August 31, 2022, and representatives of the affected municipalities have agreed to terms with the County.

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature hereby authorizes the County Executive to sign and execute the new Snow and Ice Control Agreements, as modified and updated, at a lane mile reimbursement rate increasing three and a half percent (3.5%) each year for the first two years and three percent (3%) the third year, to expire August 31, 2022, payable from the adopted Division of Highways, Operating Budget, Fund 210, Funds Center 1231010, G/L 520060 Town and Village Snow Contracts, as set forth below:

September 1, 2019 through August 31, 2020	$4,193.37 per lane mile
September 1, 2020 through August 31, 2021	$4,340.14 per lane mile
September 1, 2021 through August 31, 2022	$4,470.34 per lane mile

and be it further

RESOLVED, that the County Executive is hereby authorized and directed on behalf of Erie County to execute agreements with participating municipalities; and be it further

RESOLVED, that the Clerk of this Legislature is hereby directed to transmit four (4) certified copies of the foregoing resolution to the Commissioner of Public Works, one (1) certified copy each to the Office of the County Executive, the Division of Budget and Management, the County Attorney and the Office of the Comptroller.

REFERENCE: **COMM. 16E-12 (2019)**

ATTEST

ROBERT M. GRABER

Clerk of the Legislature of Erie County

Attachment: SUNY-BUFFALO SNOW-ICE REMOVAL (RES-2021-105 : APPROVAL OF AGREEMENT - STATE UNIVERSITY OF NEW YORK at

TOWN OF AMHERST

ERIE COUNTY, NEW YORK

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7030
FAX (716) 631-7101
www.amherst.ny.us

Stanley J. Sliwa
Town Attorney

Nicole M. Burroughs
Paralegal

Joanne A. Schultz
Sr. Deputy Town Attorney

Jeffrey E. Marion
Sr. Deputy Town Attorney

November 19, 2019

Erie County Department of Public Works
95 Franklin Street, Room 1400
Buffalo, New York 14202

Re: Town of Amherst Self-Insured Status
Snow and Ice Control Agreement (2019-2022)

To Whom It May Concern:

The Town of Amherst is insured for liability purposes through its own insurance reserve fund established pursuant to the provisions of §6-n of the New York General Municipal Law. Approved or appropriate claims are paid for from funds established under the terms of the program established by the Town Board pursuant to the authority of §6-n. Furthermore, on September 29, 1986, the Town Board adopted a resolution agreeing to "hold harmless" any other municipality, corporation, partnership, association, or individual that provides facilities, real property or other assets to the Town for purposes of carrying out its functions and programs. A copy of that resolution is enclosed.

Very truly yours,

Stanley Sliwa

Stanley J. Sliwa, Esq.
Town Attorney

SJS:nmb
Enclosure

Attachment: SUNY-BUFFALO SNOW-ICE REMOVAL (RES-2021-105 : APPROVAL OF AGREEMENT - STATE UNIVERSITY OF NEW YORK at

NEW YORK STATE OF OPPORTUNITY. Workers' Compensation Board

ANDREW M. CUOMO
GOVERNOR

CLARISSA M. RODRIGUEZ
CHAIR

Office of the Secretary
Compliance With Workers' Compensation Law

I, Kim McCarroll, Secretary for the Workers' Compensation Board, DO HEREBY Certify that:

Name: Amherst, Town of

WCB #: W802169

Tax ID #: 16-6002157

Qual Date: 7/3/1993

has secured compensation to its employees as a self-insurer in the following manner:

Pursuant to Section 50, subdivisions 3 and 4 of the Workers' Compensation Law. (County, city, village, town, school district, fire district or other political subdivision)

The status of the self-insurer was effective as noted above and remains in full force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Workers' Compensation Board this 8th day of November 2019.

Kim McCarroll
KIM MCCARROLL
SECRETARY

Status Confirmed By
Nkia Vroman- Dan
11/8/2019

SI-12
8/1/2012

Attachment: SUNY-BUFFALO SNOW-ICE REMOVAL (RES-2021-105 : APPROVAL OF AGREEMENT - STATE UNIVERSITY OF NEW YORK at

SEPTEMBER 29, 1986

A special meeting of the Amherst Town Board, 5583 Main Street, Williamsville. New York 14221 on Monday , September 29, 1986 at 3:30 P.M.,
Roll call: John R. Sharpe, Supervisor; Richard C. Barton, Councilman; Charles W. Moses, Councilman; Harold J. Collier, Councilman; William L Kindel, Councilman; Lynn Millane, Councilman; Lawrence Southwick. Councilman
Also present: Dolores B. Shearer. Deputy Town Clerk; James M. Nesper, Town Attorney
A motion was made by Councilman Southwick, seconded by Supervisor Sharpe to approve the following resolution:
WHEREAS, the Hartford Insurance Co. has proposed a renewal of the Town's insurance policies at an annual premium of from $1.2 million to $1.8 million and,
WHEREAS, the expected cost of a self insurance program for the Town is substantially less than the price charged by Hartford and
WHEREAS, certain insurance coverages formerly available to the Town are no longer available at any price and,
WHEREAS, the limits on coverage have been reduced and,
WHEREAS, the Town Board wishes to save the taxpayers' money and believes that the risks are acceptable in accord with the September 13 memorandum from Councilman Southwick,
NOW, THEREFORE, BE IT RESOLVED that the basic liability insurance coverages from the Hartford be canceled as of the earliest feasible date and,
BE IT FURTHER RESOLVED that the umbrella policies be canceled as of October 3, 1986 and,
BE IT FURTHER RESOLVED that the workers' compensation policies be transfered to the State Insurance Fund as soon as is feasible and,
BE IT FURTHER RESOLVED that the Supervisor be authorized to sign a contract with the Gallagher-Bassett organization, or with another firm should the Gallagher-Bassett price be too high, for claims handling and
BE IT FURTHER RESOLVED that the Town retain, where feasible, insurance coverage for buildings and contents, boilers, crime, electronic data processing equipment, papers and public officials' liability and
BE IT FURTHER RESOLVED that a fund for claims be set up in the maximum allowable amount and,
BE IT FURTHER RESOLVED that the Town Attorney be authorized to engage outside counsel to defend against actions brought against the Town where such actions would have formerly been defended by the insurance company and,
BE IT FURTHER RESOLVED that the Supervisor be authorized to seek a consulting firm specializing in loss control and prevention services to be contracted for such services.
Roll call: Southwick, aye; Sharpe, aye; Kindel, no; Millane, aye; Collier, aye; Moses, no; Barton, no. Ayes, 4 Noes, 3.
Approved.
A motion was made by Supervisor Sharpe, seconded by Councilman Kindel to approve the following reso lution:
WHEREAS, the Town Board of the Town of Amherst on the 29th day of September, 1986 by Resolution duly adopted, determined that it is no longer in the public interest for the Town of Amherst to purchase Automobile and General liability insurance coverage, and
WHEREAS, AS OF THE 3rd day of October 1986 the Town of Amherst will no longer be insured and thus be uninsured for Automobile liability and General liability, and
WHEREAS, there are numerous individuals, agencies, associations, partnerships and corporations servicing the

Attachment: SUNY-BUFFALO SNOW-ICE REMOVAL (RES-2021-105 : APPROVAL OF AGREEMENT - STATE UNIVERSITY OF NEW YORK at

Town of Amherst, and/or its Special Improvement District as volunteers, and

WHEREAS, it is desirable and necessary in order to maintain the present level of services to the residents of the Town to continue to utilize the services of said volunteers,

NOW, THEREFORE, BE IT RESOLVED, that the Town of Amherst hereby holds harmless any and all individuals, associations, partnerships and corporations from any claim, action or proceeding arising out of said volunteers' services to the Town of Amherst and/or its Special Improvement District, and

BE IT FURTHER RESOLVED that the Town Attorney be authorized and directed to defend any and all said actions and proceedings as may be commenced by a third party against said volunteers, and

BE IT FURTHER RESOLVED, that the officers of the Town of Amherst be authorized and directed to take all steps necessary to carry out the intent and purpose of this resolution.

Roll call: Sharpe, aye; Kindel, aye; Moses, aye; Barton, aye; Millane, aye; Southwick, aye; Collier, aye. Ayes, 7; Noes, 0. Approved.

A motion was made by Councilman Southwick, unanimously seconded to approve the following resolution:

WHEREAS, the Town Board of the Town of Amherst on the 29th day of September, 1986 by Resolution duly adopted, determined that it is no longer in the public interest for the Town to purchase Automobile and General liability insurance coverage, and

WHEREAS, the Town of Amherst has utilized from time to time facilities, real property and assets of other municipalities, corporations partnerships, associations, and individuals in order to carry out various Town of Amherst functions and programs and

WHEREAS, it is necessary to continue to utilize said real and personal property of said entities so as to maintain the present level of services to the residents of the Town of Amherst, and

WHEREAS, as part of the consideration for the use of said real and/or personal property it has been necessary to provide a certificate of insurance naming said entities as a party insured

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor with the assistance of the Town Attorney be authorized and directed to enter into "save harmless" agreements with said municipalities, corporations Partnerships, associations and individuals for the purpose of continuing to utilize said entities real or personal property for various functions and programs sponsored and administered by the Town of Amherst and/or its Special Improvement Districts. and

BE IT FURTHER RESOLVED, that the Supervisor and Town Attorney take all other necessary steps to carry out the intent and purpose of this Resolution.

Roll call: Southwick, aye; Sharpe. aye, Moses, aye; Barton, aye; Collier. aye, Millane, aye; Kindel, aye. Ayes, 7; Noes, 0. Approved.

Adjourn: 4:30 P.M.

Dolores B. Schearer
Deputy Town Clerk
Town of Amherst,
Erie County New York

Attachment: SUNY-BUFFALO SNOW-ICE REMOVAL (RES-2021-105 : APPROVAL OF AGREEMENT - STATE UNIVERSITY OF NEW YORK at

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

Jeffery C Zeplowitz
Town Clerk

Kathleen Cooper
Deputy Town Clerk

Timothy Koller
Asst. Deputy Town Clerk

CERTIFICATE OF TOWN CLERK

I, Jeffery C. Zeplowitz, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY, as follows:

That the attached Resolution 2019-1231, "2019-2022 Snow and Ice Control Agreement with County of Erie" is a true and exact copy of the Resolution enacted by the Town Board at its meeting on November 12, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 19th day of November, 2019.

Jeffery C. Zeplowitz
Town Clerk
Town of Amherst, Erie County, NY

Sworn to before me
This 19th day of November 2019

Notary Public

KATHLEEN M. COOPER
No. 01CO6003585
Notary Public, State of New York
Qualified in Erie County
My Commission Expires June 30, 2023

Attachment: SUNY-BUFFALO SNOW-ICE REMOVAL (RES-2021-105 : APPROVAL OF AGREEMENT - STATE UNIVERSITY OF NEW YORK at

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

Jeffery C. Zeplowitz
Town Clerk

Meeting: 11/12/19 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 21170 **RESOLUTION 2019-1231** **ADOPTED**

2019-2022 Snow and Ice Control Agreement with County of Erie

AGENDA ITEM - NOVEMBER 12TH, 2019

TO: **Town Board**

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

DATE: **November 6, 2019**

RE: **2019-2022 Snow and Ice Control Agreement (CRS #1713) Between Town of Amherst and County of Erie**

Kindly adopt a resolution authorizing the Supervisor to execute the attached agreement and annexed exhibits (CRS #1713) requiring municipal approval pending successful completion of the Contract Routing System.

Thank you.

SJS:nmb:hs
Attachment
c: Kathy Cooper, Deputy Town Clerk
(*w/attachment,* **Agenda Item - November 12th, 2019**)
Patrick G. Lucey, Highway Superintendent (*w/attachment)*

11/12/2019
Consent

FINANCIAL IMPACT:

Total amounts to be expended from D0001.02300.

2019-2020 (9/1/19-8/31/20) - $2,096.68 x # of lane miles in Exhibit A by 12/15/19; $2,096.67 x # of lane miles x # of lane miles in Exhibit A by 4/15/20

2020-2021 (9/1/20-8/31/21) - $2,170.07 x # of lane miles in Exhibit A by 12/15/20; $2,170.07 x # of lane miles in Exhibit A by 4/15/21

2021-2022 (9/1/21-8/31/22) - $2,235.17 x # of lane miles in Exhibit A by 12/15/21; $2,235.17 x # of lane miles in Exhibit A by 4/15/22

Attachment: SUNY-BUFFALO SNOW-ICE REMOVAL (RES-2021-105 : APPROVAL OF AGREEMENT - STATE UNIVERSITY OF NEW YORK at

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

Attachment: SUNY-BUFFALO SNOW-ICE REMOVAL (RES-2021-105 : APPROVAL OF AGREEMENT - STATE UNIVERSITY OF NEW YORK at

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 22769 **RESOLUTION 2021-106** **ADOPTED**

Tree Planting - Funds from Agency Account

Please approve authorization to spend up to $25,000.00 from the Agency Account -AG2022 : 0699 for the spring and fall 2021 tree planting. Thank you for your time and consideration.

1/19/2021
Consent

FINANCIAL IMPACT:

AG2022 : 0699

UP TO $25,000.00

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 22781 **RESOLUTION 2021-107** **ADOPTED**

Authorize Supervisor to Sign Contract to Piggyback with W.W. Grainger, Inc. - CRS #2351

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on NYSOGS contract-Group#39000, Award # 22918, PC# 67235 with W.W. Grainger, Inc. to provide industrial and commercial supplies and equipment.

The NYS-OGS and W.W. Grainger, Inc. contract for industrial and commercial supplies and equipment for the contract term of 10/01/2015 through 09/30/2022.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this agreement subject to the Contract Routing System and the approval of the Town Attorney.

1/19/2021
Consent

FINANCIAL IMPACT:

TOWN WIDE

VARIOUS

TBD

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

AGREEMENT

Let this document stand as an Agreement between the W. W. GRAINGER, INC.
and the
Town of Amherst permitting the Town of Amherst to participate in the purchase of industrial and commercial supplies and equipment (statewide):

W.W. GRAINGER, INC. under the New York State OGS Contract
Group 39000; Award number 22918; PC # 67235
10/1/2015 through 09/30/2022
for industrial and commercial supplies and equipment statewide.

Agreed to and Accepted by:

W. W. GRAINGER, INC.

By: _____
Signature

Christopher Morris
Print Name

Sr Government Sales Manager
Title

Date: 12/8/2020

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: GRAINGER (3) (RES-2021-107 : Authorize Supervisor to Sign Contract to Piggyback with W.W. Grainger, Inc. - CRS# 2351)

Attachment: GRAINGER (3) (RES-2021-107 : Authorize Supervisor to Sign Contract to Piggyback with W.W. Grainger, Inc. - CRS# 2351)

Addendum to Contract VENDOR NOT ON SITE

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. 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.

5. 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.

6. 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.

7. 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.

8. 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.

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:

W W Grainger Inc
Print Name of Company

By: _____
Signature

Christopher Morris
Printed name

Date: 12/8/2020

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: GRAINGER (3) (RES-2021-107 : Authorize Supervisor to Sign Contract to Piggyback with W.W. Grainger, Inc. - CRS# 2351)

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New Yor provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities l of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). T list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility unde Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeki to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must cert at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibit entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive informati that a person is in violation of the above-referenced certification, the Town will offer the person opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in t investment which is in violation of the Act within 90 days after the determination of such violation, th the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeki compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an enti that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue responsibility review with respect to any entity that is awarded a Contract/Lease and appears on tl prohibited entities list after Contract/Lease award.

Company Name: W.W. Grainger, Inc

Signature: [redacted]

Print Name: Christopher Morris

Title: Sr. Government Sales Manager

Date: 12/8/2020

Sworn To Before Me This

8 Day of December, 2020

JOANNE DOUGHERTY
Notary Public
STATE OF DELAWARE
My Commission Expires December 18, 2021

Notary Public

Attachment: GRAINGER (3) (RES-2021-107 : Authorize Supervisor to Sign Contract to Piggyback with W.W. Grainger, Inc. - CRS# 2351)

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 12/18/2020

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
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	American Zurich Ins Co	40142
INSURER C:	Illinois Union Insurance Company	27960
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
W.W. Grainger, Inc. and its subsidiaries, affiliates and divisions (see attached addendum for Named Insureds)
100 Grainger Parkway
Lake Forest IL 60045 USA

COVERAGES **CERTIFICATE NUMBER:** 570085265491 **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		GL0554290808	01/01/2021	01/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$10,000,000 $10,000,000 Excluded $10,000,000 $10,000,000 $10,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP 5542907 08	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $25,000			XEUG27936155006	01/01/2021	01/01/2022	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC554290408	01/01/2021	01/01/2022	X PER STATUTE OTH-ER	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AOS WC554290508 MA & WI	01/01/2021	01/01/2022	E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	Excess WC			EWS554290608 OH SIR applies per policy terms & conditions	01/01/2021	01/01/2022	EL Each Accident EL Disease - Policy EL Disease - Ea Emp	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General liability policy is endorsed with a blanket Additional Insured Endorsement.

CERTIFICATE HOLDER

W.W. Grainger, Inc. and Its Subsidiaries
Affiliates and Divisions
100 Grainger Parkway
Lake Forest IL 60045 USA

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

Aon Risk Services Central, Inc.

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The ACORD name and logo are registered marks of ACORD

Attachment: GRAINGER (3) (RES-2021-107 : Authorize Supervisor to Sign Contract to Piggyback with W.W. Grainger, Inc. - CRS# 2351)

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 22772 **RESOLUTION 2021-108** **ADOPTED**

Interim Release - New York Liquidation Bureau

Please authorize the Supervisor to sign the Interim Release from New York Liquidation Bureau on behalf of the Reliance Insurance Company which reimburses the Town the sum of $21,920.54 from the Excess Workers' Compensation Policy.

1/19/2021
Consent

FINANCIAL IMPACT:

$21,920.54

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 22785 **RESOLUTION 2021-109** **ADOPTED**

Permanent Open Space -1695, 1701 & 1721 Dodge Road

WHEREAS the Town received from Essex Homes of WNY, Inc. an application to rezone property at 1695, 1701 & 1721 Dodge Road for a 32-lot subdivision, and

WHEREAS the applicant designated an area of Permanent Open Space within the subdivision, which would be included in 6.5 acres of "Conservation Area" that is to be donated to the Town, and

WHEREAS on February 24, 2020 the Town Board adopted Resolution 2020-90 which stated that the size of the Permanent Open Space is 3.73 acres, as referenced in Conditions #6 and #7 of the Resolution, and

WHEREAS subsequent to the Town Board's adoption of Resolution 2020-90, an updated survey was prepared which revealed that the size of the Permanent Open Space is 4.49 acres instead of 3.73 acres, now, therefore be it

RESOLVED that the Town Board issues the attached amended Resolution to reflect in Conditions #6 and #7 the correct amount of Permanent Open Space as 4.49 acres, and be it further

RESOLVED that the proposed "Conservation Area" to be donated to the Town referenced in Condition #9 remains 6.5 acres.

1/19/2021
Consent

FINANCIAL IMPACT:

None

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

REVISED
DRAFT RESOLUTION
(1/19/21)

Approval of Request to Amend the Zoning Map
(1671, 1701 and 1721 Dodge Road; Z-2019-08)

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 Section 272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of November 21, 2019 that the proposed Multi-Family Residential – 4A (MFR#4A) zoning is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that to the extent the proposed zoning is not consistent with the adopted Comprehensive Plan, the plan is hereby amended to be consistent with the proposed zoning at this location, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#) to amend the Town Zoning map subject to the following conditions recommended by the Planning Board:

1. That sufficient land be donated to the Town for potential future extension of Youngs Road.

2. That the subdivision design include on the final plat a paved stub to the east property line for a vehicular connection to a future Youngs Road extension.

3. That the use of the portion of the Project Site to be rezoned from SA to MFR-4A shall be limited to detached single-family homes only.

4. That the maximum density of the residential subdivision shall be 31 homes.

5. That maximum allowable height of any home on the project site as measured from finished grade shall be 35 ft.

6. That any future development of homes, roadways, driveways and parking in the ~~3.73~~ **4.49** acres of Permanent Open Space is prohibited. The only proposed development of the portion of the Permanent Open Space located within the portion of the site to be rezoned to MFR-4A is limited to the stormwater management ponds, related necessary stormwater management improvements and utility infrastructure.

7. That removal of vegetation (with the exception of dead or unhealthy trees) is prohibited within the ~~3.73~~ **4.49** acres of Permanent Open Space.

8. That removal of vegetation (with the exception of dead of unhealthy trees) is prohibited within the 3.85 acres of federal wetlands not to be impacted.

Attachment: Revised TB Resolution Perm Open Space Change_1.19.21 (002) (RES-2021-109 : Permanent Open Space)

9. That the 6.5 acres of the Project Site labelled as "Conservation Area" on the Concept Plan prepared by Carmina Wood Morris DPC [Drawing C-100 – Date: 02/13/20] shall be donated to the Town of Amherst by the Petitioner. The Town's acquisition of the 6.5 acres of Conservation Area is subject to the review and approval by Town Departments including but not limited to the Town Attorney's Office review and approval of the closing documents to effectuate the donation. The Town shall be responsible for the cost of the updated title search and survey and the recording fee for documents to be recorded at the Erie County Clerk's Office for the purpose of the 6.5 acres of Conservation Area being conveyed from the Petitioner to the Town of Amherst.

10. That Conditions 3 - 8 shall be memorialized via the recording of a Declaration of Restrictions at the Erie County Clerk's Office.

X/Current Planning/Files/Rezonings/Z-2019-08/Revised TB Resol – Perm Open Space Change_1.19.21

Attachment: Revised TB Resolution Perm Open Space Change_1.19.21 (002) (RES-2021-109 : Permanent Open Space)

January 10, 2021

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: Request for Adoption of Amended Resolution - Rezoning of Portion of 1695, 1701 and 1721 Dodge Road from SA to MFR-4A [Z-2019-08] – Proposed Residential Subdivision
Applicant/Project Sponsor: Essex Homes of WNY, Inc.
File No. 10065.3

Dear Supervisor Kulpa and Councilmembers:

This letter is being submitted on behalf of Essex Homes of WNY, Inc. (the "Applicant") to request that the Town Board adopted a resolution during its meeting on Tuesday, January 19th at 7:00 p.m. for the purpose of approving minor modifications to the zoning conditions that were imposed by the Town Board via Resolution 2020-90 as adopted by the Town Board on February 24, 2020 for the purpose of approving an amendment of the zoning classification of a portion of 1695, 1701 and 1721 Dodge Road ("Project Site") from SA to MFR-4A to accommodate a proposed residential subdivision.

A copy of Resolution 2020-90 as adopted by the Town Board on February 24, 2020 is attached as Exhibit "1". An updated survey of the Project Site prepared by Mark Andrews of GPI subsequent to the Town Board's adoption of Resolution 2020-90 revealed that the size of the Permanent Open Space as referenced in Conditions No. 6 and 7 of Resolution 2020-90 is 4.49 acres instead of the smaller size of 3.73 acres referenced in Resolution 2020-90. Condition No. 9 pertaining to the 6.5 acres of Conservation Area to be donated to the Town remains accurate and the Conservation Area includes the 4.493 acres of Permanent Open Space.

The size and location of the 4.49 acres of Permanent Open Space is depicted on the Preliminary Plat Plan attached as Exhibit "2" and the 6.5 acres of Conservation Area to be donated to the Town per Condition No. 9 is attached as Exhibit "3".

Consistent with the above, the Applicant is requesting that the Town Board adopt a resolution during for the purpose modifying Conditions No. 6 and 7 as contained in Resolution 2020-90 such that these conditions will correctly state as follows:

6. That any future development of homes, roadways, driveways and parking in the 4.49 acres of Permanent Open Space is prohibited. The only proposed development of the portion of the Permanent Open Space located within the portion of the site to be rezoned to MFR-4A is limited to the stormwater management ponds, related necessary stormwater management improvements and utility infrastructure.

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.hsr-legal.com

Attachment: Kulpa-Ltr-Request for Adoption of Amended Resolution-01-10-21 (RES-2021-109 : Permanent Open Space)

7. That removal of vegetation (with the exception of dead or unhealthy trees) is prohibited within the 4.49 acres of Permanent Open Space.

It would be greatly appreciated if you would provide me with any comments after reviewing the enclosed draft of the Declaration of Restrictions. If a determination is made that it is necessary for the Town Board to adopt an amended version of Resolution 2020-90 to reflect that the size of the Permanent Open Space increasing from 3.73 acres to 4.493 acres, please let me know and I will submit a request for the Town Board to adopt an amended version of Resolution 2020-90 during its next meeting on Tuesday, May 26th.

If you have any questions regarding this letter or the attached documentation, please feel free to contact me at 510-4338 or via e-mail at shopkins@hsr-legal.com

Thank you for your anticipated cooperation.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Jacqualine Berger, Deputy Supervisor
Deborah Bruch Bucki RN PhD, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Francina J. Spoth, Town Clerk
Kathy Cooper, Deputy Town Clerk
Stanley J. Sliwa, Esq., Town Attorney
Ellen Kost, AICP, Assistant Planning Director
Robert Savarino, Essex Homes of WNY, Inc.
Jonathan Barniak, Carmina Wood Morris DPC [Via e-mail]
Christopher Wood, P.E., Carmina Wood Morris DPC [Via e-mail]

Attachment: Kulpa-Ltr-Request for Adoption of Amended Resolution-01-10-21 (RES-2021-109 : Permanent Open Space)

Exhibit 1 – Resolution 2020-90 as Adopted by the Town Board on February 24, 2020

Attachment: Kulpa-Ltr-Request for Adoption of Amended Resolution-01-10-21 (RES-2021-109 : Permanent Open Space)

RESOLUTION 2020-90
ADOPTED DOC ID: 21481

Request to Rezone 1695, 1701 & 1721 Dodge Road

Approval of Request to Amend the Zoning Map
(1671, 1701 and 1721 Dodge Road; Z-2019-08)

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 Section 272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of November 21, 2019 that the proposed Multi-Family Residential - 4A (MFR#4A) zoning is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that to the extent the proposed zoning is not consistent with the adopted Comprehensive Plan, the plan is hereby amended to be consistent with the proposed zoning at this location, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#) to amend the Town Zoning map subject to the following conditions recommended by the Planning Board:

1. That sufficient land be donated to the Town for potential future extension of Youngs Road.

2. That the subdivision design include on the final plat a paved stub to the east property line for a vehicular connection to a future Youngs Road extension.

3. That the use of the portion of the Project Site to be rezoned from SA to MFR-4A shall be limited to detached single-family homes only.

4. That the maximum density of the residential subdivision shall be 31 homes.

5. That maximum allowable height of any home on the project site as measured from finished grade shall be 35 ft.

6. That any future development of homes, roadways, driveways and parking in the 3.73 acres of Permanent Open Space is prohibited. The only proposed development of the portion of the Permanent Open Space located within the portion of the site to be rezoned to MFR-4A is limited to the stormwater management ponds, related necessary stormwater management improvements and utility infrastructure.

7. That removal of vegetation (with the exception of dead or unhealthy trees) is prohibited within the 3.73 acres of Permanent Open Space.

Attachment: Kulpa-Ltr-Request for Adoption of Amended Resolution-01-10-21 (RES-2021-109 : Permanent Open Space)

8. That removal of vegetation (with the exception of dead of unhealthy trees) is prohibited within the 3.85 acres of federal wetlands not to be impacted.

9. **That the 6.5 acres of the Project Site labelled as "Conservation Area" on the Concept Plan prepared by Carmina Wood Morris DPC [Drawing C-100 - Date: 02/13/20] shall be donated to the Town of Amherst by the Petitioner. The Town's acquisition of the 6.5 acres of Conservation Area is subject to the review and approval by Town Departments including but not limited to the Town Attorney's Office review and approval of the closing documents to effectuate the donation. The Town shall be responsible for the cost of the updated title search and survey and the recording fee for documents to be recorded at the Erie County Clerk's Office for the purpose of the 6.5 acres of Conservation Area being conveyed from the Petitioner to the Town of Amherst.**

10. That Conditions 3 - 8 shall be memorialized via the recording of a Declaration of Restrictions at the Erie County Clerk's Office.

1/21/2020

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was opened at 7:05 PM.

Sean W. Hopkins, Esq., presented and answered questions.

The following speakers voiced their concerns:
Robert Boreanaz, 122 Nicole Ct. - Density of the vegetation, would like more protection; no mention of street lighting
James Geiger, 102 Nicole Ct. - Vegetation & trees, would like a berm with trees
Don Smith, N. Long St. - Questioned the zoning of MFR4-A

As there were no further speakers, Supervisor Kulpa motioned to adjourn the public hearing to Feb. 3rd, seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was adjourned at 7:35 PM.

2/03/2020

A request was received from Sean Hopkins, Esq. to adjourn this hearing until February 24th.

A letter from Robert Boreanaz, Esq. was submitted to the Board by James Geiger, 102 Nicole Ct.

A motion to adjourn, per Mr. Hopkins request, was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

2/24/2020

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was opened at 7:03 PM.

Attachment: Kulpa-Ltr-Request for Adoption of Amended Resolution-01-10-21 (RES-2021-109 : Permanent Open Space)

Sean W. Hopkins, Esq., presented.

The following speakers addressed the Town Board:
James Geiger, 102 Nicole Ct. - Requested pine trees as a buffer
Don Smith, N. Long - Deed restrictions are not permanent and can be changed
Michael Andriaccio, 94 Nicole Ct. - Requested copy of aerial photos

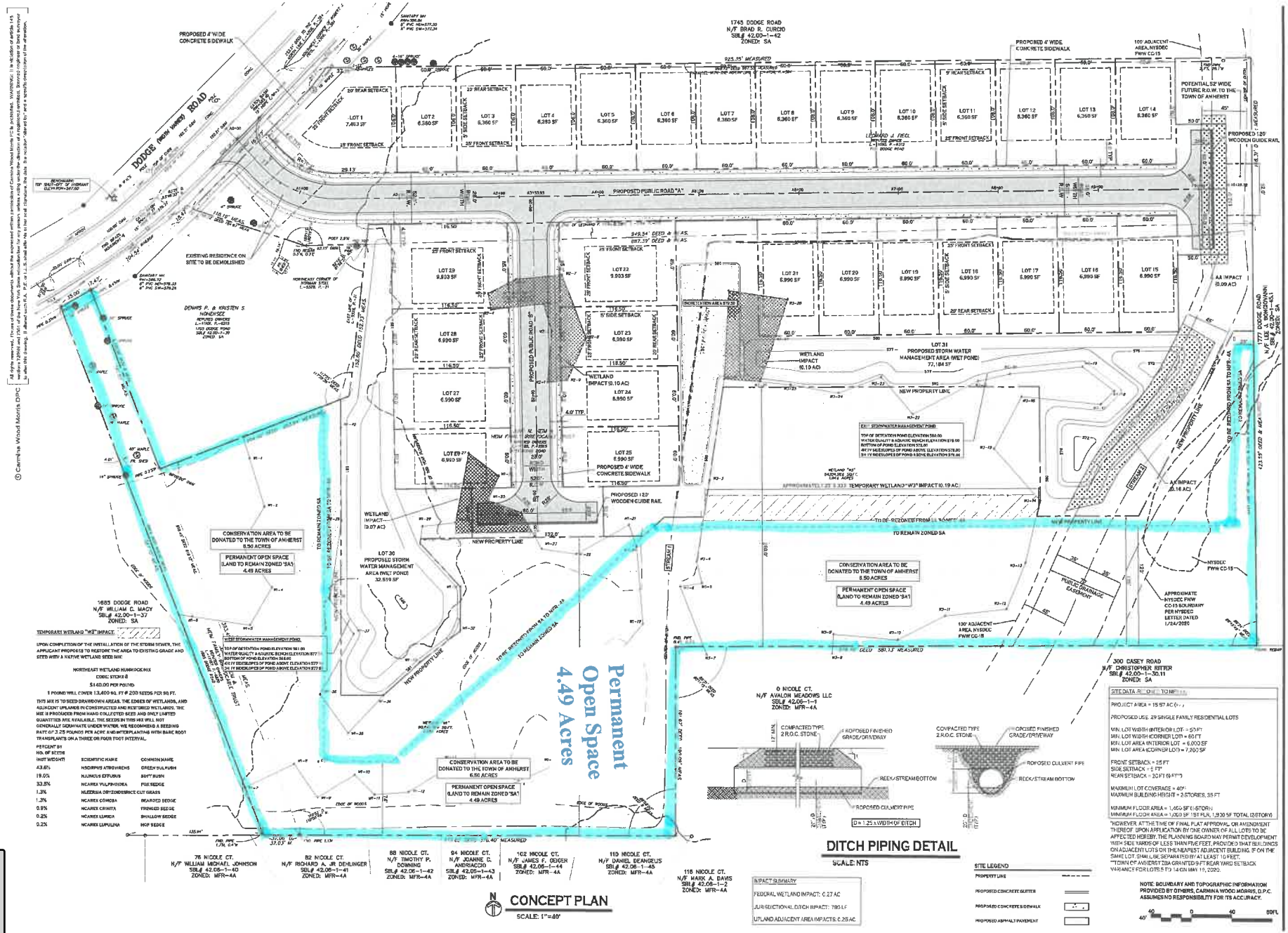
As there were no further speakers, Supervisor Kulpa motioned to close the public hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:22 PM. A motion to adopt the 2nd revised SEQR and the resolution, noting the necessity for the Planning Board to deal with screening, was then made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

Attachment: Kulpa-Ltr-Request for Adoption of Amended Resolution-01-10-21 (RES-2021-109 : Permanent Open Space)

Exhibit 2 – Preliminary Plat [Drawing C-100] Depicting the 4.49 Acres of Permanent Open Space on the Project Site

Attachment: Kulpa-Ltr-Request for Adoption of Amended Resolution-01-10-21 (RES-2021-109 : Permanent Open Space)



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Carmina Wood Morris
467 Main Street Suite 900
Buffalo, New York 14203
P 716.842.3165
F 716.842.0263

REVISIONS:
No. | Description | Date
1 | Added stream piping
Rev. Lots 9 to 14 Rear Setback per ZBA | 5/1/20
5/19/20

PROJECT NAME:
New Construction
Dodge Road Subdivision
1695, 1701 & 1721 Dodge Road
Amherst, New York

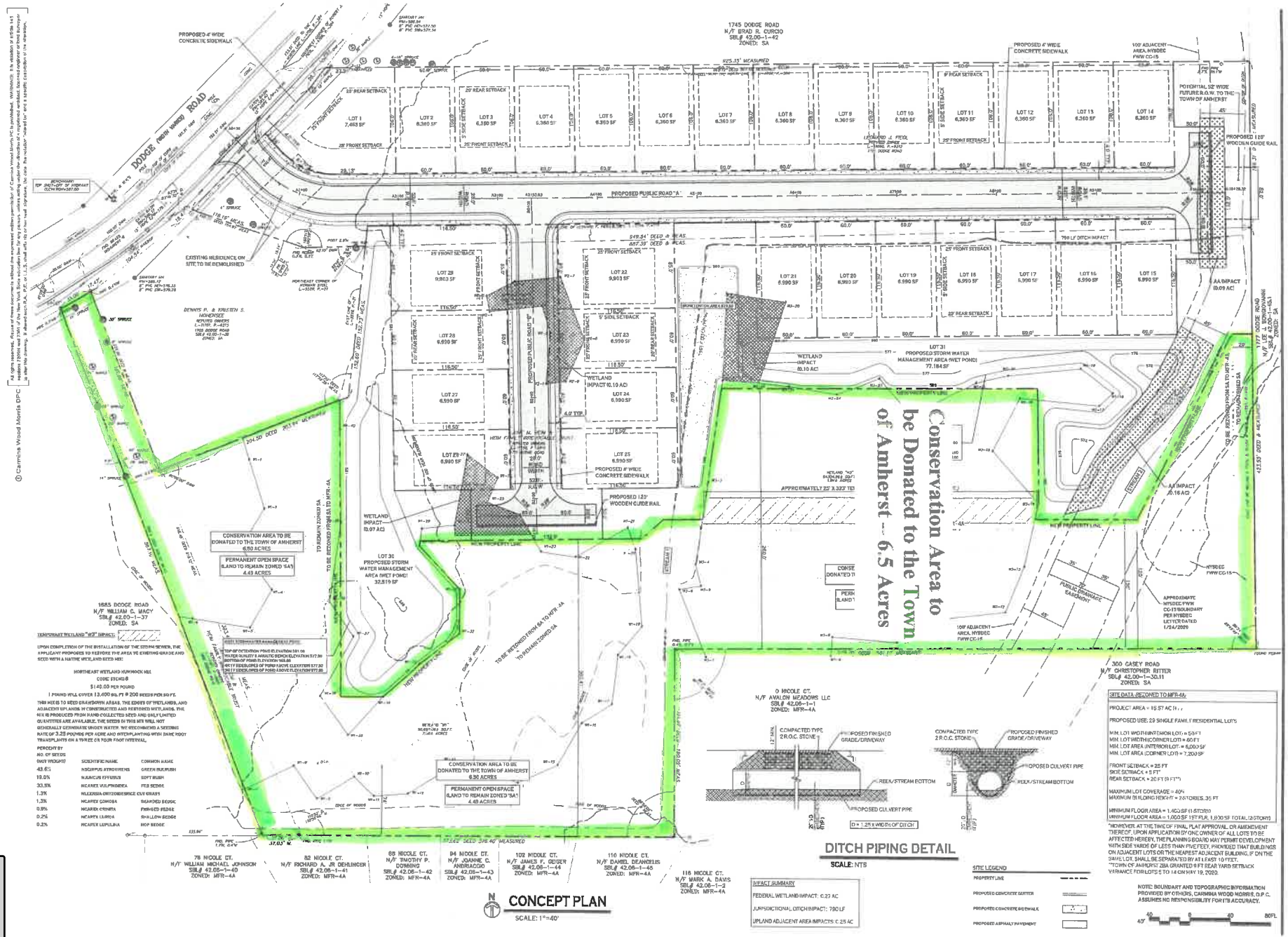
Date: 04/14/20
Drawn by: C. Wood
Scale: As Noted

DRAWING NAME:
Preliminary Plat - Site Plan

DRAWING NO.
C-100
Project no.: 19.186

Exhibit 3 – Preliminary Plat [Drawing C-100] Depicting the 6.5 Acres of Conservation Area to be Donated to the Town of Amherst

Attachment: Kulpa-Ltr-Request for Adoption of Amended Resolution-01-10-21 (RES-2021-109 : Permanent Open Space)



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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Senior Services
Initiated by: **Brian Bray**
Co-Sponsored by:

DOC ID: 22725 **RESOLUTION 2021-110** **ADOPTED**

Third Amendment (CRS #2318) Erie County Congregate Dining Program Contract

We respectfully request authorization for the Supervisor and Town Board to approve the Amendment to the Congregate Dining Program Contract between the Town of Amherst (Senior Services Dept.) and Erie County (Dept. of Senior Services). The full contract runs from January 1, 2019 - December 31, 2021.

This contract requires Town Board approval because there are increases to the original budget. Remuneration has been increased as outlined in Schedule E (rev.12.7.20) which include food payments; clean-up and transportation/escort services costs.

The documents have gone through the routing process and were approved by Town Attorney's office on 12/29/2020.

1/19/2021
Consent

FINANCIAL IMPACT:

Senior Services will receive a $0.21 increase in reimbursement per congregate meal from Erie County. This increase will result in approximately $4,373.67 increase annually from the previous amount.

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

Contract Third Amendment

THIS THIRD AMENDMENT made on January 1, 2021 between the COUNTY OF ERIE, (herein, "COUNTY") a municipal corporation of the State of New York, having its principal office in Buffalo, Erie County, New York, and **Town of Amherst by and through the Amherst Center for Senior Services,** a non-profit organization under the laws of the State of New York (herein, "AGENCY") having its office at Town Hall, 5583 Main Street, Williamsville, New York 14221; amends the agreement made between the above-named parties on the 1st day of January, 2019 effective from January 1, 2019 to and inclusive of December 31, 2021.

NOW, THEREFORE, it is mutually agreed by and between the parties:

1. Except as hereinafter set forth, this second amendment is in addition to and not in substitution of the January 1, 2019 agreement between COUNTY and AGENCY, filed with the County Attorney's office as Document **#19-184-SS** (the "Agreement").
2. The Agreement, as amended, is hereby further amended to replace **Schedule E: Remuneration Schedule** with attached **Schedule E: Remuneration Schedule (rev. 12.7.20).**
3. The Agreement is hereby amended to replace **Schedule E: Attachment** with attached **Schedule E: Attachment (rev. 12.7.20).**
4. Except as otherwise provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this agreement has been signed by the duly authorized officers of the respective parties.

COUNTY OF ERIE

_____

Mark Poloncarz/Maria Whyte
County Executive/Deputy County Executive
Date:_____

Town of Amherst Center for Senior Services

_____

Brian J. Kulpa
Town Supervisor
Date:_____

Approved as to content:
By: (Electronically signed) Date: _____
David J. Shenk, Commissioner Dept. of Senior Services

Approved as to form:
By: (Electronically signed) Date: _____
Martin Polowy, Assistant County Attorney

Document# 19-184-SS (AMEND 3)

Attachment: Congregate Contract 2021 (RES-2021-110 : Third Amendment (CRS #2318) Erie County Congregate Dining Program Contract)

SCHEDULE E: Remuneration rev. 12.7.20

Town of Amherst by and through The Amherst Center for Senior Services

Congregate Dining Services

Budget: Attached (Schedule E- Budget Attachment) is the Agency Budget for this Agreement. The Budget shall be subject to review and approval by the County for accuracy as well as for allowable expenses under the grant(s).

Payments: Any and all requests for payment to be made, including any request for partial payment if such is permitted hereunder, shall be submitted by the Agency on properly executed payment invoices of the County.

1. Fiscal Reporting: The Agency agrees to submit a monthly financial report to the County on or before the tenth (10^{th}) day of the month after the end of each monthly period of the program year, on forms provided by the County. The Agency agrees to submit an annual fiscal report to the County, within thirty (30) days after the end of each program covering the use of all federal, state and county funds received on this agreement during the preceding program year on forms provided by the County. The Agency agrees to establish and maintain separate accounting records for this contractual agreement in accordance with generally accepted accounting principles.
2. Payment for Food: The County shall reimburse the Agency for meals prepared and served as specified in Schedule A, at a rate of **$3.43** per meal.
3. Clean-up Costs: The County shall reimburse the Agency for clean-up at the congregate site as specified in Schedule A, at a rate of **$.25** clean-up cost per meal served.
4. Transportation/Escort Services: The County shall reimburse the Agency for transportation and/or escort of qualified Nutrition Program participants to and/or from the Agency site as specified in Schedule A, provided such transportation is at the expense of the Agency. This reimbursement is computed at the sum of **$.22** for each qualified participant transported, not to exceed one round trip per participant, per service day.
5. Criteria for Cost Review: Commencing July 2020 and July of each contract year thereafter, and as part of the annual budget review, the per unit price may be adjusted to calculate for any change in the Consumer Price Index – Food Away From Home, as measured by the most current index available at the time of the review, or at the time of last review, whichever is more current, using the latest available data in each instance. Any such changes will become effective on January 1 of the ensuing contract year.
6. Refund by the Agency. If, upon the expiration of this Agreement, the amount received by the Agency, including but not limited to any advance payments made by the County under this Agreement, exceeds the authorized expenditures pursuant to this Agreement, the Agency shall remit to the County the amount of such excess within ten (10) days upon separate request of the County. The Agency's obligation under this Section shall continue beyond the expiration or termination of this Agreement.
7. Final Payment by the County. If, upon the expiration or termination of this agreement, the County owes the Agency for contract services, the Agency shall submit an invoice within thirty (30) days after the termination date, in such form and supported by such documentation and certification as the County may require, and the County shall pay the Agency the appropriate amount. The County's obligation under this Section shall continue beyond the expiration or termination of this contract.

Attachment: Congregate Contract 2021 (RES-2021-110 : Third Amendment (CRS #2318) Erie County Congregate Dining Program Contract)

Amherst Congregate

Purpose - to compare 2020 contract to proposed 2021 budget

food away from home CPI increase July 2020 3.4%

	2020 Amherst	2021 Amherst	change
Total meal price	$ 6.14	$ 6.35	$ 0.21
Less: contributions	$ 2.50	$ 2.50	$ -
Less:Amherst match per meal	$ 0.42	$ 0.42	$ -
County price per meal	$ 3.22	$ 3.43	$ 0.21
Times: meals	20,827	20,827	-
County cost for food	$ 67,063	$ 71,437	$ 4,374.00
Plus: cleanup & escort $s	$ 5,907	$ 5,907	$ -
total county cash	$ 72,970	$ 77,344	$ 4,374
			$ -
subcontract match	$ 8,747	$ 8,747	$ -
total contract	$ 81,679	$ 86,091	$ 4,412.00

Attachment: Congregate Contract 2021 (RES-2021-110 : Third Amendment (CRS #2318) Erie County Congregate Dining Program Contract)

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Senior Services
Initiated by: **Brian Bray**
Co-Sponsored by:

DOC ID: 22760 **RESOLUTION 2021-111** **ADOPTED**

Request to Use Trust & Agency Funds - Acct. # T2100-4002

We respectfully request approval to spend up to a total of $10,000 in Trust and Agency funds, Account # T2100-4002. These funds were donated to the Senior Center to be used for volunteer and program supplies, flowers, candy making supplies for sale to members, cards for members who are ill, gardening supplies for community garden, decorations, caregiver support materials, special events, member outreach and communication, etc., to benefit the Center.

1/19/2021
Consent

FINANCIAL IMPACT:

Up to $10,000 from Account # T2100-4002

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 22704 **RESOLUTION 2021-112** **ADOPTED**

2021 Youth Agreement - CRS #2326

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the Erie County Department of Social Services for funding of a Youth Leadership Development Program in 2021.

1/19/2021
Consent

FINANCIAL IMPACT:

Revenue of $54,863.00 to A 7145.03089

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

2021 YOUTH AGREEMENT

THIS AGREEMENT made on the ____ day of _____, 20 by and between the County of Erie, a municipal corporation of the State of New York through the Erie County Department of Social Services, having its office at 95 Franklin Street, in the City of Buffalo, New York, hereinafter called the Department and **Town of Amherst Youth & Recreation Department,** a municipality maintaining offices at **1615 Amherst Manor Drive, Williamsville, New York 14221**, hereinafter called the Contractor.

WITNESSETH:

WHEREAS, Article 12 of the Erie County Charter has established a division of youth within the Erie County Department of Social Services; and

WHEREAS, the Contractor administers a youth program to advance the moral, physical, mental and social well-being of the youth of the County of Erie; and

WHEREAS, the Department desires to assist the Contractor on its Youth Program, and to secure reimbursable funds therefore from the State of New York; and

WHEREAS, the Erie County Legislature has approved the Youth Program and authorized the County Executive to execute all necessary documents and agreements to implement such program.

NOW THEREFORE, it is mutually agreed between the parties as follows:

1. The New York State Office of Children & Family Services detail the program service to be rendered by the Contractor and the costs to be incurred by the Contractor in providing such service, and both become a part of this Agreement.

2. The Contractor agrees that it will comply with all provisions of the United States Constitution and of all laws of the State of New York and the County of Erie, and particularly with Section 103a and 103b of the General Municipal Law, the laws against discrimination and those regarding workers' compensation and employment disability and the New York State Office of Children & Family Services Law, and will comply with all the rules and regulations of the New York State Office of Children and Family Services and of the Comptroller of the County of Erie.

3. The Contractor agrees that the Department will not be liable for payment for any item not set forth in the Contractors line item budget or for monies expended by the Contractor beyond the sum allocated in the program budget. Any

Attachment: 2021 Youth Agreement (RES-2021-112 : 2021 Youth Agreement - CRS #2326)

modifications in the line item budget must be approved in advance, in writing by the Department and the New York State Office of Children and Family Services.

4. The Contractor agrees to submit to the Department on or before the fifteenth day of each succeeding quarter a report of its expenditures during the preceding quarter with verified or certified vouchers and other supporting data attached, which Quarterly Report of Expenditures must satisfy the Department that such quarterly expenditures were made in accordance with the New York State Office of Children & Families Fiscal Policies and Procedures Manual.

5. The Department reserves the right to hold or adjust the Contractor's current Reimbursement payment pending approval of the Agency's Quarterly Report of Expenditures. The Department further reserves the right to hold or adjust the Contractor's current Reimbursement payment if the agency owes to the Department any monies from a previous year.

6. The Contractor agrees to refund the Department, within six months of expiration of this agreement, any unused amounts of Reimbursements paid to it under this agreement or determined to be inadequately or improperly accounted for in accordance with the Department, the Erie County Comptroller Audit or the New York State Office of Children & Family Services Audit

7. The Contractor agrees to submit a final year end Expenditure Report to the Department on or before 45 (forty-five) days after the end of the program year. Any exception to this requirement requires the written approval by the Department.

8. The Contractor agrees to adhere to all requirements set forth by the Erie County Youth Bureau Policy & Procedures Manual.

9. The Contractor shall provide the contract services in accordance with the attached program narrative and budget labeled Appendix A, attached hereto and made a part hereof.

10. **ACCOUNTABILITY**

The Contractor shall be fully accountable for its performance under this Contract and its officers agree to answer, under oath, all questions relative to the performance thereof, and to any transaction, act or mission, had, done or omitted in connection herewith called before any judicial county, state or federal agency empowered to investigate this Contract or its performance.

11. **AMENDMENT**

This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly

Attachment: 2021 Youth Agreement (RES-2021-112 : 2021 Youth Agreement - CRS #2326)

authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

12. ASSIGNMENT

The Contractor shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Contractor shall not subcontract any part of the Services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Contractor that for the purposes of this Agreement, all Services performed by a County-approved subcontractor shall be deemed Work performed by the Contractor and the Contractor shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

13. BACKGROUND CHECKS

The contractor shall conduct a criminal history check for all prospective employees/volunteers as a condition of employment for the performance of work under this contract or any subcontract hereunder prior to any employment. Any applicant, volunteer or employee found to be a registered sex offender will be immediately removed from all work on this contract or any subcontract hereunder. In addition, contractor agrees to conduct the aforesaid criminal history check for all current and prospective employees/volunteers periodically throughout the course of their employment with the contractor. The contractor shall conduct said periodic checks no less than every 18 months for each employee/volunteer performing work under this contract or any subcontract hereunder.

14. CONFIDENTIALITY

The Contractor represents and agrees to safeguard the confidentiality of all information utilized by or in the possession of the Contractor under this Contract where such information is subject to Federal and State confidentiality statutes and regulations. Any breach of confidentiality by the Contractor, its agents or representatives pursuant to said statutes or regulations shall be cause for immediate termination of this Contract.

Attachment: 2021 Youth Agreement (RES-2021-112 : 2021 Youth Agreement - CRS #2326)

15. EQUIPMENT

The Contractor agrees that all equipment purchased under this Agreement with a unit cost over $200 (two hundred dollars) and/or with a useful life of more than 2 (two) years is the property of the Department and upon the termination of this contract, the Department may request that the equipment be returned.

16. EXECUTIVE ORDER

Pursuant to New York State Executive Order 38, issued January 18, 2012, and as prescribed by State regulations promulgated thereunder, should the Consultant/Contractor/Agency be considered a covered provider thereunder, the Consultant/Contractor/Agency shall comply with all reporting obligations contained in such regulations. Reporting obligations include, but shall not be limited to, the submission of a completed EO 38 Disclosure form for each reporting period. Such forms shall be submitted in the manner and form specified by the State agency(ies) providing funds through this Agreement. All such reporting shall be made directly to such funding State agency(ies). The County shall not be responsible for receiving or forwarding such reports to State agencies. In addition to compliance with State regulations applicable thereto Consultant / Contractor/Agency shall comply with all substantive requirements of Executive Order 38, including the cap on certain executive compensation and required minimum percentage payments for direct care services. Evidence of such compliance shall be submitted to the County on an annual basis. If agency is a Covered Provider, evidence of such compliance shall be submitted with the fourth (4^{th}) quarter report.

17. EXECUTORY

The contract is executory only to the extent of monies available to the Department for the performance hereof and appropriated therefore and no liability on account thereof shall be incurred by the Department beyond the monies available and appropriated for the purpose thereof.

In addition, the parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Erie County Legislature. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax

Attachment: 2021 Youth Agreement (RES-2021-112 : 2021 Youth Agreement - CRS #2326)

revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by the County Legislature during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

18. FINANCIAL RECORDS

The Contractor agrees to keep and, upon reasonable prior request, make available to the United States, the New York State Department of Temporary Assistance, the Department and the Erie County Comptroller or their designees, its financial and other records of the funds paid to it and performed by it hereunder.

The United States, the New York State Department of Temporary Assistance, the Department and the Erie County Comptroller or their designees' may, at their option, on reasonable notice, and its expenses, audit the pertinent books and records of the Contractor concerning this Contract.

Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Contractor as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

The failure of the Contractor to submit required reports as specified by the Department or as incorporated into this contract shall result in the suspension of all payments for services rendered by the Contractor pursuant to this Contract and may at the discretion of the Department result in the Department's cessation of

Attachment: 2021 Youth Agreement (RES-2021-112 : 2021 Youth Agreement - CRS #2326)

service referrals to the Contractor until such time as the Contractor remedies said failure to the satisfaction of the Department. Reports required by the Department may be added, deleted or revised over time and these reports are deemed to be incorporated into this contractual agreement if and as they occur.

19. GOVERNING LAW

This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Erie.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extend permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

20. HEADINGS

The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provisions of this Agreement.

21. INDEMNIFICATION

The Contractor agrees:

a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Contractor shall indemnify and hold harmless the County and New York State, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor; and (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

22. INDEPENDENT CONTRACTOR

The Contractor and the County agree that the Contractor and its officers,

Attachment: 2021 Youth Agreement (RES-2021-112 : 2021 Youth Agreement - CRS #2326)

employees, agents, contractors, subcontractors, and/or consultants are independent contractors and not employees of the County or any department, agency, or unit thereof. In accordance with their status as independent contractors, the Contractor covenants and agrees that neither the Contractor nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof, and that it will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State of New York or the Department, including but not limited to Worker's Compensation coverage or retirement membership or credits. Independent Contractors are subject to the same criminal background checks as detailed in paragraph 14 of the agreement.

23. INSURANCE

The Contractor agrees to procure and to maintain in force, for the duration of this Contract, such insurance naming the County of Erie as an additional insured, as is determined appropriate by the Department for the purpose of this Contract. Such coverage must be identified and entered upon the County Standard Insurance Certificate or its acceptable substitute and signed by the Contractor's insurance company, agent or broker, which shall be subject to approval by the County Department of Law and upon approval, shall be attached to and become part of the Contract.

24. INTERPRETATION

The Contractor shall be responsible for providing interpretation services to clients, when necessary, at no additional cost to the Department.

25. LAWS APPLICABLE

The Contractor agrees to comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations. The Contractor shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and other employed to render the Services hereunder.

26. NON-DISCRIMINATION

The Contractor expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status or any other status protected by New York State or Federal laws

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during the term of or in connection with this Agreement.

27. NON-REIMBURSABLE SERVICES

The Contractor certifies that the services being contracted are not otherwise available from the Contractor on a non-reimbursable basis.

28. NOTICES

All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

Notices shall be sent to the following:

To the County Program Area:
Deputy Commissioner Youth Services
810 East Ferry Street, Buffalo, New York 14211

With a copy to: Erie County Department of Social Services,
Office of Counsel, 95 Franklin St, Room 746
Buffalo, New York 14202

To the Contractor:
Town of Amherst Youth & Rec. Dept.
1615 Amherst Manor Drive
Amherst, New York 14221

29. PAYMENT

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Contractor for out-of-pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Any and all requests for payment to be made, including any request for partial payment if such is permitted hereunder, shall be submitted by the Contractor on properly executed payment vouchers of the County and paid only after approval by the Commissioner. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall final payment be made to the Contractor prior to completion of all Work and the approval of same by the Commissioner. The Contractor shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Services, unless

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specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Contractor exceed the not-to exceed amount set forth above.

The Department agrees to pay the Contractor for said services to be rendered for the period set forth a sum not to exceed Fifty-four Thousand Eight Hundred Sixty-three Dollars and no cents ($54,863.00). Partial reimbursement payments will be made to the Agency upon voucher successive quarter, based on 50% of the total amount of approved expenditures claimed for that period. **Sum shall be paid to the Contractor upon invoice to be submitted to: Secure Youth Detention Center, 810 East Ferry Street, Buffalo, New York 14211.**

30. PROCUREMENT

This is a procurement contract with Erie County through the Erie County Department of Social Services, paid for in whole or in part with Federal funds. The vendor is not considered to be a sub-recipient of Federal assistance funds for the purpose of OMB Circular A-128 and A-133.

31. TERM

The term of this Agreement shall commence on January 1, 2021 and shall terminate on December 31, 2021 unless terminated earlier pursuant to the provisions of this Agreement. The Contractor shall report to the County on its progress toward completing the Work, as the Commissioner of the Department, or his/her duly authorized designee (the "Commissioner") may request, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

32. TERMINATION

(a) The County, upon thirty (30) days notice to the Contractor, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Contractor shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Contractor shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Contractor shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the Services rendered by the Contractor prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such Services rendered by the Contractor. The

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Contractor shall accept such reasonable and good faith determination as final.
(b) The contract may be terminated immediately by ECDSS, without notice, for cause or discovery of the contractor's non-performance or breach of this contract.

33. WAIVER

Failure of the County to insist, in any one or more instances, upon strict performances of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

Attachment: 2021 Youth Agreement (RES-2021-112 : 2021 Youth Agreement - CRS #2326)

IN WITNESS WHEREOF, the parties hereto have signed and executed this agreement on the date and year first written above.

APPROVED AS TO CONTENT

_____
ECDSS Program Area

DATE:_____

APPROVED AS TO FORM

BY: _____
ECDSS Office of Counsel

DATE: _____

FOR THE CONTRACTOR:

_____
SIGNATURE

_____
TITLE

STATE OF NEW YORK)
COUNTY OF ERIE) SS.:

On this _____ day of _____, 20 , before me personally came _____, to me known, who, being duly sworn, did depose and say that (s)he resided in _____, that (s)he is the _____ of the Contractor and that (s)he signed his/her name thereto for the purposes and used therein described.

_____
NOTARY PUBLIC

My Commission expires _____

FOR THE ERIE COUNTY DEPARTMENT OF SOCIAL SERVICES:

_____
COMMISSIONER

DATE:_____

FOR THE COUNTY OF ERIE:

_____
MARK POLONCARZ/MARIA WHYTE
County Executive/Deputy County Executive

DATE:_____

Attachment: 2021 Youth Agreement (RES-2021-112 : 2021 Youth Agreement - CRS #2326)

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.

X _____

Signature

Verification

STATE OF NEW YORK)
COUNTY OF ERIE) SS:
A)

_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

OR

B)

_____, being duly sworn, states that he or she is the Name of Corporate Officer _____, of _____, Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____
Day of _____, 20__

_____
Notary Public

Attachment: 2021 Youth Agreement (RES-2021-112 : 2021 Youth Agreement - CRS #2326)

APPENDIX A

BUDGET & NARRATIVE

(PLEASE ATTACH)

Attachment: 2021 Youth Agreement (RES-2021-112 : 2021 Youth Agreement - CRS #2326)

2021 YOUTH DEVELOPMENT PROGRAM BUDGET

FISCAL YEAR: 2021

AGENCY/MUNICIPALITY: Town of Amherst

PROGRAM TITLE: Youth Leadership Development Program

FUND TYPE:

FISCAL CONTACT INFORMATION:
Include Name, Phone Number, E-mail address:
Brian J. Kulpa, Supervisor
(716) 631-7161 bkulpa@amherst.ny.us

PERSONAL SERVICES:

POSITION TITLE	RATE OF PAY	BASIS (H, W, BW, SM)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
Asset Development Specialist	$ 54,210	Annual	$ 25,000.00	
Director of Volunteers	$ 53,832	Annual	$ 24,000.00	
Employment Clerk	$ 19.765	H	$ 5,863.00	
	$		$	
	$		$	
	$		$	
		TOTAL SALARIES AND WAGES	$ 54,863.00	$
		TOTAL FRINGE BENEFITS	$	$
		TOTAL PERSONAL SERVICES (1)	$ 0.00	$

CONTRACTED SERVICES AND STIPENDS

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASE (S,M,HR)	TOTAL OCFS PROGRAM AMOUNT (1)	
	$		$	
	$		$	
	$			
		TOTAL CONTRACTED SERVICES (2)	$ 0.00	$

TOTAL MAINTENANCE & OPERATION (3) $ 0.00 | $

LIST EQUIPMENT TO BE PURCHASED OR RENTED:
(UNIT COST OVER $500 AND LIFE EXPECTANCY OF OVER TWO YEARS)

FACILITY REPAIRS

PROGRAM SITE ADDRESS		
	$	
	$	
TOTAL FACILITY REPAIRS (4)	$ 0.00	$

TOTAL OCFS PROGRAM AMOUNT 54,863.00 $

TOTAL OCFS FUNDS REQUESTED $ 54,863.00

LIST OF OTHER FUNDING SOURCES		
Town of Amherst	$	REIMBURSABLE TOTAL
	$ 75,575.00	MUNICIPAL FUNDING
	$	OTHER SOURCES

Attachment: 2021 Youth Agreement (RES-2021-112 : 2021 Youth Agreement - CRS #2326)

1. Organizational Mission

Vision Statement

The Amherst Youth & Recreation Department envisions Amherst as an active community where all children, adults, and families are valued, engaged, and celebrated.

Mission Statement

The mission of the Amherst Youth & Recreation Department is to serve and engage the community through partnerships and advocacy; providing quality programs, resources, and facilities in order to develop character, foster sportsmanship, and involve youth, adults and families in creating a safe and healthy town.

Core Belief Statements

The Amherst Youth & Recreation Department believes that:

- Diversity should be respected and celebrated.
- Children, adults, and families deserve a proactive community that provides opportunities to support their growth.
- Volunteerism, communication, cooperation, connectivity, and collaboration are essential to strengthening the community.
- A qualified, competent, and professional staff, combined with creativity and innovation, is essential to quality programs.
- Recognition and appreciation of volunteers and staff builds morale and improves outcomes.
- Children, adults, and families should ne valued, engaged, and celebrated as vital to the success of entire community.
- Youth development is essential to a healthy community.
- All people have strengths.
- All programs, services, and facilities must be safe,
- Everyone should model good sportsmanship and citizenship.

2. Target Population

- Number of young people to be served by proposed program: Male 250 Female 250

- Race/Ethnicity:
  Black/African American 20
  Asian 120
  American-Indian/Alaskan-Native 0
  White/Caucasian 355
  Bi-Racial/Multi-Racial 5
  Native Hawaiian/Other Pacific Islander 0

- Hispanic 10 Non-Hispanic 490

- Age range: 12-20

- Geographic location (community, neighborhood, etc.): Town of Amherst, NY

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- Zip codes served include: 14221, 14226, 14051, 14068 and 14228. Young people who reside outside of the town but attend a Town of Amherst public school are also eligible to participate. This includes Tonawanda residents of the Sweet Home Central School District (14150), Cheektowaga residents of the Amherst Central School District (14225), and Clarence residents of the Williamsville Central School District (14031).

- Legislative District(s) served: 26

- Based on the previous year's program, please give the retention rate of your youth participants: approximately 80%. Most youth leave the program upon graduation from high school, although they may remain until age 20. Youth who participate in the youth employment component of the program most often leave as a result of obtaining a steady job. For youth who participate in the program solely by choice (as opposed to a school or court requirement), the retention rate is above 90%.

- Please describe what experience your organization has is serving this population, what strategies will be used to attract and retain the expected number of participants, and how attendance will be tracked.

The Amherst Youth & Recreation Department has been serving teens through leadership development programs for almost 50 years. The program is rooted in the Search Institute's 40 Developmental Asset framework and targets the following assets: #3 Other adult relationships, #8 Youth as resources, #9 Service to others, #16 High expectations, #18 Youth programs, #26 Caring, #28 Integrity, #30 Responsibility, #31 Restraint, #32 Planning and decision making, #35 Resistance skills, and #40 Positive view of personal future, among others.

In 2011 and 2012 (the last years of the competition), the Town of Amherst was named one of "America's 100 Best Communities for Youth", based in part on the outcome data presented by this program.

Participants are recruited in a number of ways. The Amherst Youth & Recreation Department publishes a program and services guide three times per year. The fall/winter and winter/spring distribution is 3,000 copies and the summer distribution is 10,000 copies. Information is posted on both the Town of Amherst website and the Youth & Recreation Department website. The Department maintains two Facebook pages on which information is posted, a general page and a page specific to the volunteer component of the program. Information is posted on the parent/student web portals in the public schools and sent home via flyers or a "virtual backpack" depending on the district. Private and parochial schools within the town receive a mailing at least twice per school year. Several times per year, the staff attend wellness fairs in all the town's public schools, which provides an opportunity for them to interact with students. Current program participants partner with the staff in these events so as to attract their peers.

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There are also annual recognition events for program participants as well as social/ recreational opportunities for interaction and team building.

Attendance is tracked/recorded both by day and number of hours spent participating.

3. Service Categories

The Youth Leadership Development Program encompasses the following service categories:

Youth Leadership/Empowerment Opportunities
Work Readiness Supports
Career Development Supports
Mentoring Supports

4. NYS OCFS Touchstone Life Area

The Youth Leadership Development Program will target the following Touchstone Life Area:

Life Area 4CVC: Citizenship/Civic Engagement

Goal 41: Children and youth will demonstrate good citizenship as law-abiding, contributing members of their families, schools, and communities.

Objectives:
414: Children and youth will participate in family and community activities.

Services, Opportunities, and Supports:
0420: Youth Leadership/Empowerment Opportunities: programs that provide character education, leadership skills development and/or community/civic activities.

Performance Measures:
How Much:
0420A.1 # of youth participating (unduplicated)

How Well:
0420B.1 % of participants returning to the program the following year

Better Off:
0420C.2 #/% of youth with increased leadership skills (as measured on a pre/post-test of leadership skills) or skills empowering them in community engagement

5. Program Description and Details

- Program location/address: The program offices are located at 1615 Amherst Manor Drive, Williamsville, NY, 14221; however, the program operates primarily in the community, including schools, libraries, not for profits, parks, food pantries, and other locations where volunteers may be needed.

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- Exact days and hours of operation of the program (in addition to including days and hours of operation in the space provided below, all applicants must attach a calendar or daily plan with times, locations, and specific activities): The program operates seven days per week, any time from 7:30am until 10:00pm. The hours of the program are responsive to both the availability of youth to participate and the needs of the community. From September to June, the program operates primarily after school and weekends, during the summer, activities may take place during the day, in the evening, on weekends, or any combination thereof.

- Exact length of time (months) youth will participate: The program operates twelve (12) months per year. Youth may participate as little or as much as they like. More than half of participants attend all year long.

- Will the program include enriching and/or educational field trips? The program does not offer traditional field trips; however, volunteers often travel into the City of Buffalo to perform community service, exploring areas which they may not traditionally visit with their families. Members also accompany children from the Amherst Youth & Recreation Department Summer Camp program on their field trips once per week.

- Is this a pilot program? No
  If not, how long has the program been operating? 48 years

- What is the direct staff to participant ratio? As this is a program for teenagers, the staff to participant ratio is not mandated and varies by activity, but in all instances the program employs a two-deep leadership model. It is governed by a Child Protection Policy and all staff and volunteers are background checked. Program participants are never left unsupervised.

Direct staff include Kathy Mobarak-Miller, Asset Development Specialist, who oversees the AYC component of the program. Mrs. Mobarak-Miller is a social worker with 45 years of experience in the agency. Antonella Abbott serves as Director of Volunteers and oversees the YES component of the program. She is a licensed school counselor with 29 years of experience in the agency. Robin Erwin serves as the Employment Clerk and oversees the YouthWork$ component of the program. She is completing her seventh year with the agency and came to us with 10 years experience in private and not-for-profit settings working as an educator.

6. Program Narrative

The Youth Leadership Development Program is a program for youth ages 12 to 20 which encompasses three components: youth volunteer work through YES (Youth Engaged in Service), peer mentoring and leadership development through AYC (Amherst Youth Consortium), and youth employment through YouthWork$. Youth may participate in as many program components as they so desire.

Attachment: 2021 Youth Agreement (RES-2021-112 : 2021 Youth Agreement - CRS #2326)

YES provides the opportunity for young people to contribute to and participate in the community. Program participants provide service through direct interaction with children, senior citizens, low-income families, persons with a disability, and charitable organizations. AYC members are youth who have pledged to be nicotine, alcohol, and other drug-free and to be visible role models who live healthy lifestyles. Their work includes presenting information, facilitating discussions, and engaging children, youth, and adults in activities which promote wellness, asset building, and good decision making. YouthWork$ is an employment program which links Amherst residents in need of assistance in, or around their homes, with youth program participants. Jobs include light housekeeping, gardening, child care, leaf raking, shoveling snow, and pet sitting. Youth are paid minimum wage for their participation.

While program participants come from the Town of Amherst, they often assist others in high need and underserved neighborhoods, including those in the City of Buffalo. Program participants volunteer regularly with Habitat for Humanity on both the east and west sides, the Food Bank of WNY, and at numerous community events in Delaware Park. Within the town, the program assists two to three food pantries on a regular basis. The program includes participants from all socio-economic levels and transportation is provided to those who request it. In addition, scholarships are provided for educational and social/recreational events whenever possible.

The program collaborates with over 35 community agencies to offer volunteer experiences for young people. It collaborates with 23 public schools and a half dozen private and parochial schools to offer peer learning and leadership development experiences. It partners with the Town of Amherst Center for Senior Services to link seniors in need of assistance with both youth in need of employment and volunteers. It works in conjunction with numerous other Amherst Youth & Recreation Department programs that serve elementary school children by utilizing program participants as mentors. It works with the four Amherst libraries to offer programs for children and assistance with community events.

All three components of the program offer after-hours services.

The program is able to provide services to individuals with disabilities and special needs. The Department has a relationship with the International Institute of Buffalo to provide translation services if necessary, as well as access to a tele-translation service. Additionally, the membership of the program is diverse, with many bilingual students participating. These young people often provide translation services, especially at food pantry events. They also share their cultures at educational and social events.

The program has a relationship with Deaf Access Services to provide sign language interpreters. The program has a variety of adult volunteers on which to call in order to accommodate participants with developmental or physical disabilities. These volunteers provide additional support to the program staff so that participants may fully enjoy all aspects of the program. The only time that individuals with certain physical disabilities cannot be accommodated is if a resident requests a specific job (for example, mowing the

Attachment: 2021 Youth Agreement (RES-2021-112 : 2021 Youth Agreement - CRS #2326)

lawn) which requires adaptation beyond the scope of the program. In instances such as this, every effort is made to find the participant an alternative job in which they can excel.

7. Performance Measures

The program is evaluated annually by the Program Planning and Evaluation Committee of the Amherst Youth Board, which includes both outcome and financial reviews.

Outcomes for 2019:
- 466 distinct youth participated in the program
- more than 10,000 volunteer hours were completed.
- 100% of program participants advanced to the next grade level.
- 100% of program participants did not become teen parents.

In 2016, the program began using the Youth Leadership Assessment Survey, developed by Bart Allen Berry ©1999, 2000, 2001, 2010 of San Diego Corporate Training. In addition to assessing growth in a pre/post format, the survey can be administered in a workshop setting to include the development of a personal leadership improvement plan.

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TOWN OF AMHERST

ERIE COUNTY, NEW YORK

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7030
FAX (716) 631-7101
www.amherst.ny.us

Stanley J. Sliwa
Town Attorney

Nicole M. Burroughs
Senior Paralegal

Joanne A. Schultz
Sr. Deputy Town Attorney

Ann Demopoulos
Deputy Town Attorney

Ann Nichols
Town Prosecutor

December 18, 2020

Lisa M. Fazio, Chief Paralegal
Office of Counsel, Room 746
Erie County Department of Social Services
95 Franklin Street
Buffalo, New York 14202

Re: Town of Amherst Self-Insured Status
Contract No. LYB 1561

Dear Ms. Fazio:

The Town of Amherst is insured for liability purposes through its own insurance reserve fund established pursuant to the provisions of §6-n of the New York General Municipal Law. Approved or appropriate claims are paid for from funds established under the terms of the program established by the Town Board pursuant to the authority of §6-n. Furthermore, on September 29, 1986, the Town Board adopted a resolution agreeing to "hold harmless" any other municipality, corporation, partnership, association, or individual that provides facilities, real property or other assets to the Town for purposes of carrying out its functions and programs. A copy of that resolution is enclosed.

Very truly yours,

/s/ Stanley J. Sliwa

Stanley J. Sliwa, Esq.
Town Attorney's Office

SJS:nmb
Enclosures

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Town of Amherst, and/or its Special Improvement District as volunteers, and

WHEREAS, it is desirable and necessary in order to maintain the present level of services to the residents of the Town to continue to utilize the services of said volunteers,

NOW, THEREFORE, BE IT RESOLVED, that the Town of Amherst hereby holds harmless any and all individuals, associations, partnerships and corporations from any claim, action or proceeding arising out of said volunteers' services to the Town of Amherst and/or its Special Improvement District, and

BE IT FURTHER RESOLVED that the Town Attorney be authorized and directed to defend any and all said actions and proceedings as may be commenced by a third party against said volunteers, and

BE IT FURTHER RESOLVED, that the officers of the Town of Amherst be authorized and directed to take all steps necessary to carry out the intent and purpose of this resolution.

Roll call: Sharpe, aye; Kindel, aye; Moses, aye; Barton, aye; Millane, aye; Southwick, aye; Collier, aye. Ayes, 7; Noes; 0. Approved.

A motion was made by Councilman Southwick, unanimously seconded to approve the following resolution:

WHEREAS, the Town Board of the Town of Amherst on the 29th day of September, 1986 by Resolution duly adopted, determined that it is no longer in the public interest for the Town to purchase Automobile and General liability insurance coverage, and

WHEREAS, the Town of Amherst has utilized from time to time facilities, real property and assets of other municipalities, corporations partnerships, associations, and individuals in order to carry out various Town of Amherst functions and programs and

WHEREAS, it is necessary to continue to utilize said real and personal property of said entities so as to maintain the present level of services to the residents of the Town of Amherst, and

WHEREAS, as part of the consideration for the use of said real and/ or personal property it has been necessary to provide a certificate of insurance naming said entities as a party insured

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor with the assistance of the Town Attorney be authorized and directed to enter into "save harmless" agreements with said municipalities, corporations Partnerships, associations and individuals for the purpose of continuing to utilize said entities real or personal property for various functions and programs sponsored and administered by the Town of Amherst and/or its Special Improvement Districts. and

BE IT FURTHER RESOLVED, that the Supervisor and Town Attorney take all other necessary steps to carry out the intent and purpose of this Resolution.

Roll call: Southwick, aye; Sharpe. aye, Moses, aye; Barton, aye; Collier. aye, Millane, aye; Kindel, aye. Ayes, 7; Noes, 0. Approved.

Adjourn: 4:30 P.M.

Dolores B. Schearer
Deputy Town Clerk
Town of Amherst,
Erie County New York

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NEW YORK STATE OF OPPORTUNITY. **Workers' Compensation Board**

ANDREW M. CUOMO
GOVERNOR

CLARISSA M. RODRIGUEZ
CHAIR

Office of the Secretary
Compliance With Workers' Compensation Law

I, Kim McCarroll, Secretary for the Workers' Compensation Board, DO HEREBY Certify that:

Name: Amherst, Town of

WCB #: W802169

Tax ID #: 16-6002157

Qual Date: 7/3/1993

has secured compensation to its employees as a self-insurer in the following manner:

Pursuant to Section 50, subdivisions 3 and 4 of the Workers' Compensation Law. (County, city, village, town, school district, fire district or other political subdivision)

The status of the self-insurer was effective as noted above and remains in full force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Workers' Compensation Board this 18th day of December 2020.

Kim McCarroll

KIM MCCARROLL
SECRETARY

Status Confirmed By
Krystie Freedman
12/18/2020

Attachment: 2021 Youth Agreement (RES-2021-112 : 2021 Youth Agreement - CRS #2326)

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Town Clerk
DOC ID: 22753

COMMUNICATION 2021-10 **REFERRED**

Resident Communication Regarding 80 Meyer Road

Please see the attached communication from resident Brian Conover dated December 30, 2020.

1/19/2021
Referred to Town Attorney and Planning.

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

Brian D. Conover
60 Meyer Roads
Amherst NY 14226
[redacted]

December 30, 2020

Amherst Municipal Building
5583 Main Street
Williamsville, NY 14221

RECEIVED
Amherst Town Clerk

DEC30'20 AM11:29 RCVD

Re; ***Notice of Complaint***
Against Town Of Amherst NY
For 80 Meyer Road

Attn: Brian Kulpa,
Amherst Town Board members
Amherst Town Clerk

Enclosed are pictures on page 2 of 80 Meyer Road Meyer Point Senior Apartments and my home.

All content here in this letter is Allegedly, Alleged, or in question.
This complaint is due to actions by the Past administration not current.

The four story building next door to my home as I have been told was never to be built and the Developer was acting as an Agent for another develop told to me as Benderson Development.
I was told that they would build around me not being told WHO or what it was back then. Later I was told a wall would be built on the lot line of my property not being told who it was.
A while back I had 3 Town of Amherst employees stand in front of me in the Planning Dept. office at the counter one asked what you want us to do. Stunned not knowing details my thought was what the hell is going on at that time I then walked out without being told what was being planned. 2 employees no longer work for T of A. 1 person is said to have retired early because person did not want to be a part of what is going on.
1 person on the Zoning Board in 2015? Left as a result that the person wanted no part of what is going on and directly referenced Mr. Sean Hopkins
80 Meyer Road. Roberto Savarino Developer RAS 1 Development was the Developer
Sean Hopkins attorney for Developer
Mr. Sean Hopkins had apologized as to what has happened to my property.
80 Meyer Road being built was giving variances closer to my home then needed with porch being only 3 ft. from my lot line?
When brought before planning and zoning boards building was placed on the East Side of land when brought before the TOWN BOARD Building was flipped to the West side of land next door to my home.
Land fill is about 3 ft. higher than my property. Fill used has been placed onto my land. Silt socks Green in color never removed and some seem to be on my property.

- Apartment Windows and Porches renters are able to look DIRECTLY INTO 2 Bedrooms on the East side of my home. Shades need to be closed 24/7 for PRIVACY.

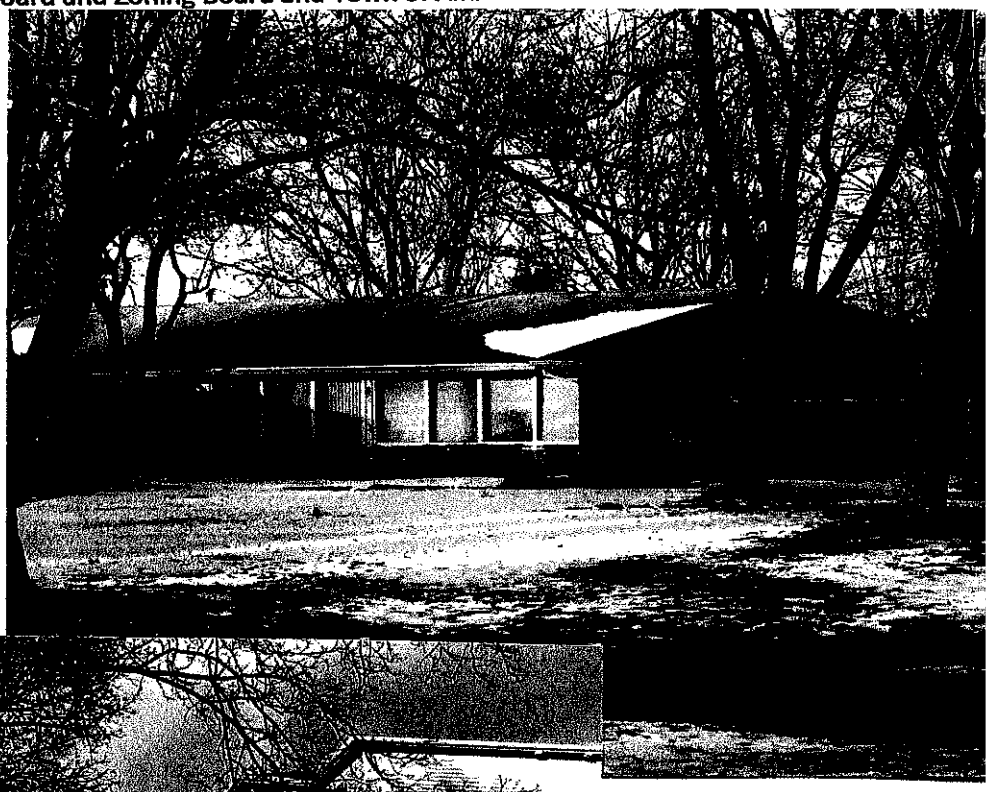
I am a prisoner in my own home.
Sun does not shine on to my much of my property until 11:00 AM or later.
NOW Again I am not being inform as to what is planned so close to me.

Attachment: DOC010421-01042021150102 (COM-2021-10 : Resident Communication Regarding 80 Meyer Road)

Other properties had been listed for sale and sold on Meyer Rd. Others I hear a developer went directly to owners to offer a price. Some seem to know what is going on.
40-44 and 50 Meyer Road Commercial Property's with businesses may have been sold with a land lease so as to not show property being sold, is that possible?
These properties from a on line site now removed pictures of properties, Pictures of my property now show a Commercial building at the corner of Meyer Road and Nia Falls Blvd "WHY? " has picture of my home now removed from online real-estate site, WHO did this and why?
One online site I looked up 40-44 Meyer someone placed an icon on the site of Delta Sonic at Maple Rd and Nia Falls Blvd as the owners but not on town records.
My Home is a Private residence single family.
Is it true an attorney for one developer had been on one of the Boards "Planning or Zoning Board" in Amherst and was that same attorney the same for the Blvd Towers on Meyer Road?
Was there a conflict of interest within the Town of Amherst.
Was fraud commited in the passing of 80 Meyer Rd.
What was it that the Planning Board and Zoning Board and Town of Amherst Board know back then.

Sincerely

Brian D. Conover



Attachment: DOC010421-01042021150102 (COM-2021-10 : Resident Communication Regarding 80 Meyer Road)

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Town Clerk
DOC ID: 22745

COMMUNICATION 2021-11 **REFERRED**

Notice of Claim: Tristan Spoth Vs Town of Amherst

1/19/2021
Referred to Town Attorney.

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

IN THE MATTER OF THE CLAIM OF:

TRISTAN SPOTH,

Claimant,

v. **NOTICE OF CLAIM**

TOWN OF AMHERST,

Respondent.

TO: Town of Amherst
Amherst Town Clerk
5583 Main Street
Amherst, New York 14221

PLEASE TAKE NOTICE, that the Claimant, TRISTAN SPOTH, by and through his attorneys, the Law Offices of Robert D. Berkun, 350 Main Street, Suite 2150, Buffalo, New York 14202, hereby makes a claim against the Respondent, TOWN OF AMHERST, as follows:

1. The Claimant's full name is TRISTAN D. SPOTH and his date of birth is [redacted]

2. The Claimant resides at [redacted]

3. That on or about the 27th day of December, 2020, the Claimant was caused to slip and fall in the parking lot of 3755 Tonawanda Creek Road in the Town of Amherst, New York, due to an unreasonable accumulation of ice and/or snow thereon.

4. Upon information and belief, said property is owned by the Respondent, TOWN OF AMHERST.

5. That the incident described above was caused by the negligence of the TOWN OF AMHERST, its agents, servants, employees and/or contractors, in that TOWN OF AMHERST did not take all adequate, reasonable, and necessary steps to provide for the safety of

Attachment: DOC010421-01042021091602 (COM-2021-11 : NOC: Spoth Vs TOA)

the Claimant. That specifically, the TOWN OF AMHERST, its agents, servants, employees and/or contractors, were careless, negligent and reckless in the following ways: failing to salt, sand or apply other ice melter to the parking lot of 3755 Tonawanda Creek Road when they knew, or should have known in the exercise of reasonable care, that said area was in a dangerous condition; failing to warn the Claimant of the dangerous condition of the aforementioned parking lot when it knew, or should have known in the exercise of reasonable care, that people lawfully on the premises, such as Claimant, would walk upon said parking lot, which was then hazardous due to the unreasonable accumulation of ice and/or snow thereon; the Respondent knew, or should have known in the exercise of reasonable care, of the excessive buildup of ice and/or snow on the aforementioned parking lot and failed to take any measures to block access to the dangerous areas to prevent injury to those lawfully thereon; the Respondent allowed for a dangerous condition to exist and persist on the aforementioned parking lot for a period of hours, days and/or weeks prior to Claimant's fall; Claimant was injured as a result of the aforementioned dangerous condition, which was allowed to occur and persist on the premises due to the inaction of the Respondent; the Respondent had a duty to properly inspect and maintain the premises, and keep the same in a reasonably safe condition to prevent foreseeable injury to persons lawfully thereon and failed to do so; the Respondent failed to exercise ordinary and reasonable care in that the Respondent was generally careless and negligent, causing injury to the Claimant, who was lawfully on the premises.

6. That as a result of this fall, the Claimant, TRISTAN SPOTH, sustained serious personal injuries, including, but not limited to, a left hip avulsion fracture.

7. That the Claimant, TRISTAN SPOTH, has incurred various medical expenses and is continuing to treat with medical providers for the injuries he sustained due to the negligence of the Respondent, TOWN OF AMHERST.

Attachment: DOC010421-01042021091602 (COM-2021-11 : NOC: Spoth Vs TOA)

8. That the Claimant, TRISTAN SPOTH, hereby makes a claim against the Respondent, TOWN OF AMHERST, for his personal injuries, medical expenses, past, present and future pain suffering and loss of enjoyment of life suffered as a result of the incident that occurred on or about December 27, 2020 in the parking lot of 3755 Tonawanda Creek Road in the Town of Amherst, New York.

9. That the Claimant, TRISTAN SPOTH, respectfully reserves the right to amend this Notice of Claim if necessary.

PLEASE TAKE NOTICE, that in the event that the Respondent fails to resolve the matter, the Claimant intends to commence an action in the Supreme Court of the State of New York, County of Erie, to recover damages in an amount which is currently undetermined, together with the costs and disbursements of this action, and for such other and further relief as the Court deems just and proper.

DATED: Buffalo, New York
December 29, 2020

Joshua F. Scrivani, Esq.
LAW OFFICES OF ROBERT D. BERKUN
Attorneys for Plaintiff
Office and P.O. Address
350 Main Street
Suite 2150
Buffalo, New York 14202
(716) 856-4080

Attachment: DOC010421-01042021091602 (COM-2021-11 : NOC: Spoth Vs TOA)

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Town Clerk
DOC ID: 22752

COMMUNICATION 2021-12 **REFERRED**

Notice of Claim & Intention to Sue Pursuant to N.Y. Gen. Mun. Law § 50(E): Jake Dunstan, a Minor, through Catherine Dunstan, Mother and Legal Guardian, and Catherine Dunstan, Individually Vs. Town of Amherst Et Al

1/19/2021
Referred to Town Attorney.

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

STATE OF NEW YORK
SUPREME COURT: COUNTY OF ERIE

IN THE MATTER OF THE CLAIM OF JAKE DUNSTAN, A MINOR, THROUGH CATHERINE DUNSTAN, MOTHER AND LEGAL GUARDIAN, and CATHERINE DUNSTAN, INDIVIDUALLY.

Claimants,

-vs-

NOTICE OF CLAIM AND INTENTION TO SUE PURSUANT TO N.Y. GEN. MUN. LAW § 50(e)

TOWN OF AMHERST HIGHWAY DEPARTMENT, TOWN OF AMHERST ENGINEERING DEPARTMENT, TOWN OF AMHERST TRAFFIC SAFETY BOARD, and TOWN OF AMHERST

Defendants.

TO: TOWN OF AMHERST HIGHWAY DEPARTMENT;
TOWN OF AMHERST ENGINEERING DEPARTMENT;
TOWN OF AMHERST TRAFFIC SAFETY BOARD, and
TOWN OF AMHERST

PLEASE TAKE NOTICE that JAKE DUNSTAN, A MINOR, THROUGH CATHERINE DUNSTAN, MOTHER AND LEGAL GUARDIAN, and CATHERINE DUNSTAN, INDIVIDUALLY, pursuant to statute in such cases made and provided, including but not limited to N.Y. Town Law §§65, 65-A and 67, and N.Y. General Municipal Law §50(e), hereby make claim against the TOWN OF AMHERST HIGHWAY DEPARTMENT, TOWN OF AMHERST ENGINEERING DEPARTMENT, TOWN OF AMHERST TRAFFIC SAFETY BOARD, and TOWN OF AMHERST, and in support of such claim does state the following:

1. The claimants, JAKE DUNSTAN, a minor, through CATHERINE DUNSTAN, mother and legal guardian, and CATHERINE DUNSTAN, individually, reside at [redacted]

[redacted]

DEC31 '20 AM 9:27 RCVD

Attachment: DOC010421-01042021100314 (COM-2021-12 : NOC: Dunstan Vs TOA)

2. The claimants are represented by:

SHAWN W. CAREY, ESQ.
THE CAREY FIRM, LLC
1730 Grand Island Boulevard,
Grand Island, New York, 14072
t. (716)773-3304
f. (716)773-3307
scarey@thecareyfirm.com

3. This claim is one for money damages on behalf of the claimants, JAKE DUNSTAN, a minor, by and through his Mother and Legal Guardian, CATHERINE DUNSTAN, and CATHARINE DUNSTAN, Individually, as a result of physical, mental and emotional injuries sustained by Jake Dunstan, a minor, as a result of a motor vehicle collision that occurred on October 6, 2020 at approximately 1:50 p.m., at the approximate intersection of Tonawanda Creek Road and Sweet Home Road in the Town of Amherst, County of Erie and State of New York. Claimants contend that the collision at issue was directly and proximately caused, in whole or in part, as a substantial result of the Defendants' negligent, careless and/or reckless acts and omissions, including but not limited to negligently, carelessly, defectively and improperly constructing, erecting and maintaining roadway signage that was created, erected and maintained by the TOWN OF AMHERST HIGHWAY DEPARTMENT, and/or TOWN OF AMHERST ENGINEERING DEPARTMENT, and/or TOWN OF AMHERST TRAFFIC SAFETY BOARD, and/or the TOWN OF AMHERST.

4. Specifically, the TOWN OF AMHERST and/or its employees, officers and/or agents in the TOWN OF AMHERST HIGHWAY DEPARTMENT, and/or TOWN OF AMHERST ENGINEERING DEPARTMENT, and/or TOWN OF AMHERST TRAFFIC SAFETY BOARD, did, on and/or a short time before October 6, 2020, construct, place and erect a new STOP sign for eastbound traffic travelling on Tonawanda Creek Road at the intersection with Sweet Home Road, but did on and before the time of the motor vehicle collision at issue on October 6, 2020, purposely have the front of this newly erected STOP sign covered with black plastic, so that eastbound traffic on Tonawanda Creek

Attachment: DOC010421-01042021100314 (COM-2021-12 : NOC: Dunstan Vs TOA)

Road would not see the STOP sign and/or not be directed to STOP at the intersection with Sweet Home Road. Simultaneously, however, the clearly visible back of the newly erected and unmistakeably-shaped STOP sign for eastbound traffic gave false and/or confusing visual direction to motor vehicle operators stopped at the STOP sign in the northbound lane of Sweet Home Road seeking to drive into and/or across Tonawanda Creek Road. The confusing and false direction to motorists stopped on Sweet Home Road was that eastbound motor vehicles on Tonawanda Creek Road would stop at the newly erected STOP sign, effectively providing motorists stopped at the STOP sign on Sweet Home Road reasonable belief that they had the right of way to enter into and/or cross Tonawanda Creek Road, even with eastbound motorists on Tonawanda Creek Road approaching the newly erected STOP signs at the intersection with Sweet Home Road.

Claimants further contend Defendants named herein thereby failed to adequately and reasonably warn the public travelling through the intersection at issue, and failed specifically to adequately and properly warn traffic entering and/or travelling into the intersection from different directions of the hazard presented by the newly erected but covered STOP sign. Further, Claimants allege the Defendants herein failed to adequately warn traffic and motorists entering and/or traveling near the intersection both of the newly installed STOP sign and of its effective date, which upon information and belief was to be six (6) days after the collision at issue, and thereby caused, contributed and/or was a significant factor that resulted in a multi-vehicle collision as described in the MV-104A Report attached hereto as **"Exhibit A"**. Also attached hereto as "**Exhibit B**" are photographs taken in and around the scene of the collision at issue in close proximation of time to the collision at issue that depict some of the dangerous conditions that Defendants named herein created and/or had actual written notice and/or constructive knowledge.

5. Claimants further state, assert and claim that the negligent, careless and/or reckless acts and omissions of the TOWN OF AMHERST HIGHWAY DEPARTMENT, and/or TOWN OF

Attachment: DOC010421-01042021100314 (COM-2021-12 : NOC: Dunstan Vs TOA)

AMHERST ENGINEERING DEPARTMENT, and/or TOWN OF AMHERST TRAFFIC SAFETY BOARD, and/or TOWN OF AMHERST were done while Defendants were in the performance of "proprietary functions" and/or "ministerial acts" after having established a "special duty" to the Claimant Jake Dunstan, and such acts and omissions constituting negligence and/or reckless disregard were a substantial factor in causing the aforesaid collision on October 6, 2020, and the resultant injury, harm and consequential damages to the minor, JAKE DUNSTAN.

6. Claimant, CATHERINE DUNSTAN has further suffered, and claims, damages due to the negligence, carelessness and/or recklessness of the TOWN OF AMHERST HIGHWAY DEPARTMENT, and/or TOWN OF AMHERST ENGINEERING DEPARTMENT, and/or TOWN OF AMHERST TRAFFIC SAFETY BOARD, and/or TOWN OF AMHERST, in that CATHERINE DUNSTAN has become financially indebted for JAKE DUNSTAN's medical treatment. As his legal guardian, CATHERINE DUNSTAN has further been transporting JAKE DUNSTAN to and from doctor's appointments, in order to receive treatment for his injuries, and has cared for her son due to the serious personal injuries he sustained, both past and future, and has been caused to miss work and sustain a loss of income, both past and future, and incur transportation expenses. These expenses are a direct result of the injury to and consequential emotional distress of JAKE DUNSTAN caused by the negligence of the TOWN OF AMHERST HIGHWAY DEPARTMENT, and/or TOWN OF AMHERST ENGINEERING DEPARTMENT, and/or TOWN OF AMHERST TRAFFIC SAFETY BOARD, and/or TOWN OF AMHERST.

7. Further, to the extent that JAKE DUNSTAN and/or CATHERINE DUNSTAN does and/or may become legally responsible, in whole or in part for injuries, consequential damages, and/or harm, including property damage, to any other person or entity arising out of the collision described in the MV-104A Report attached hereto as "**Exhibit A**", including but not limited to Dominic Dunstan, Catherine M. Wildey, Anthony F. Rosati, State Farm Insurance and/or NYCM Insurance Company as

Attachment: DOC010421-01042021100314 (COM-2021-12 : NOC: Dunstan Vs TOA)

carriers for any parties involved in the collision at issue, Claimants do claim and/or place Defendants on notice that they will or may claim contribution and/or indemnification from the Defendants TOWN OF AMHERST HIGHWAY DEPARTMENT, and/or TOWN OF AMHERST ENGINEERING DEPARTMENT, and/or TOWN OF AMHERST TRAFFIC SAFETY BOARD, and/or TOWN OF AMHERST.

8. Notice is hereby given that in the event that this claim for money damages is not paid within thirty (30) days of the service herein, it is Claimants' intention to commence litigation to recover for the damages which have been sustained, and as further outlined above.

9. Claimant(s) further state that i) written notice of the defect(s) set forth herein was actually given to the Amherst Town Clerk and/or Amherst Town Superintendent of Highways and that there was a failure or neglect within a reasonable time after the giving of such written notice to repair or remove the defect, danger or obstruction at issue; ii) such defective, unsafe, dangerous or obstructed condition existed for so long a period under the circumstances that the same should have been discovered and remedied in the exercise of reasonable care and diligence; iii) the Defendants, by way of their officers, employees, agents, and/or contractors had actual notice and/or constructive notice of the dangerous, defective, unsafe, hazardous, and dangerous conditions and/or iv) the Defendants, by way of their officers, employees, agents, and/or contractors, engaged in affirmative acts that immediately resulted in the existence of the dangerous and hazardous condition(s) that caused both the collision at issue on October 6, 2020 and the resultant injury, harm, and consequential damages to the Claimants.

DATED: December 28, 2020

THE CAREY FIRM, LLC.

SHAWN W. CAREY, ESQ.
1730 Grand Island Boulevard.
Grand Island, New York 14072

Attachment: DOC010421-01042021100314 (COM-2021-12 : NOC: Dunstan Vs TOA)

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Town Clerk
DOC ID: 22754

COMMUNICATION 2021-13 **REFERRED**

Notice of Claim: Molly Reed Vs. Town of Amherst

1/19/2021
Referred to Town Attorney.

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

On Tuesday December 1st, just after 9 am, I was traveling west on Saratoga Rd. When I was approaching the corner of Four Seasons E and Saratoga. The garbage truck was off to the right side with his hazards on, not moving. I slowly started to pass the garbage truck when he suddenly began turning left into the rear passenger side of my car toward the direction of Four Seasons E. The truck driver never indicated he was turning with his turn signal. The driver stated he never saw me.

Molly Reed

[redacted]

12/23/2020

SYNTHIA L ROETZER
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
LIC. #01RO4958995
COMM. EXP. NOV 20, 2021

Attachment: DOC010521-01052021092930 (COM-2021-13 : NOC: Molly Reed Vs TOA)

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Town Clerk
DOC ID: 22764

COMMUNICATION 2021-14 **REFERRED**

Notice of Claim: Brianna M. Hasfurter-Wall Vs. Town of Amherst

1/19/2021
Referred to Town Attorney.

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

IN THE MATTER OF THE CLAIM OF:

BRIANNA M. HASFURTER-WALL
[redacted]

Claimant,

-against-

NOTICE OF CLAIM

AMHERST POLICE DEPARTMENT
Amherst Police Department
500 John James Audubon Parkway
Amherst, New York 14228

TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

Respondents.

PLEASE TAKE NOTICE that **BRIANNA M. HASFURTER-WALL,** hereby makes claim against **TOWN OF AMHERST, and AMHERST POLICE DEPARTMENT** and in support thereof Claimant alleges:

1. That the undersigned Claimant, BRIANNA M. HASFURTER-WALL, residing at [redacted] by and through her attorney, ANJELIKA ABRAHAMYAN, 6720 Main Street, Suite 100, Williamsville, NY 14221-5986, claims damages against the TOWN OF AMHERST, and AMHERST POLICE DEPARTMENT, for personal injuries, pain and suffering, general and special damages, medical expenses, and property damages sustained by her.

2. That the said injuries were sustained by BRIANNA M. HASFURTER-WALL on October 21, 2020, at approximately 14:15 p.m., when a marked TOWN OF AMHERST police

JAN07'21 PM 1 08 RCVD

Attachment: DOC010721-01072021154300 (COM-2021-14 : NOC: Wall Vs TOA)

cruiser, operated by [redacted] in the course of his employment as a TOWN OF AMHERST Police Officer collided with a vehicle operated by the Claimant, BRIANNA M. HASFURTER-WALL. The collision occurred at or near the intersection of East Robinson Road and 2131 Niagara Falls Blvd., in the TOWN OF AMHERST. The TOWN OF AMHERST and the TOWN OF AMHERST POLICE DEPARTMENT owned said police cruiser. **The Police Incident Report MV-104a form is attached hereto as Exhibit A.**

3. As a result of the foregoing, Claimant, BRIANNA M. HASFURTER-WALL, sustained serious personal injuries, including but not limited to causing neck and back spasms, bruising on chest, abdominal pain from seatbelt, whiplash, brusising on shin, and bruising on forearm. Some of these injuries will be of a permanent or indefinite duration, and Claimant, BRIANNA M. HASFURTER-WALL, has and will, in the future be forced to expend sums of money for hospitals, doctors and other medical expenses.

4. That the said injuries were occasioned as a result of the negligence, carelessness, and reckless disregard for the safety of others by the TOWN OF AMHERST, and/or AMHERST POLICE DEPARTMENT, and through their servants, agents, and/or employees and without any negligence on the part of the Claimant contributing thereto.

DATED: Williamsville, New York
December 17, 2020

Anjelika Abrahamyan, Esq.
WILLIAM MATTAR, P.C.
Attorney for Claimant
6720 Main Street, Suite 100
Williamsville, NY 14221-5986
(716)633-3535

Attachment: DOC010721-01072021154300 (COM-2021-14 : NOC: Wall Vs TOA)

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Town Clerk
DOC ID: 22768

COMMUNICATION 2021-15 **REFERRED**

Notice of Claim: Carol A. Holmik & Dennis J. Holmik, Her Spouse Vs. Town of Amherst

1/19/2021
Referred to Town Attorney.

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

JAN 08 '21 PM 2:21 RCVD

In the Matter of the Claim of
CAROL A. HOLMIK and
DENNIS J. HOLMIK, her spouse,

Claimants,

- against -

TOWN OF AMHERST
and
TOWN OF AMHERST DEPARTMENT
OF ENGINEERING

NOTICE OF CLAIM

TO: TOWN OF AMHERST
TOWN OF AMHERST DEPARTMENT OF ENGINEERING

PLEASE TAKE NOTICE, that CAROL A. HOLMIK and DENNIS J. HOLMIK, have and hereby make a claim against TOWN OF AMHERST and TOWN OF AMHERST DEPARTMENT OF ENGINEERING, and in support of said claim state the following:

1. The Post Office address of the claimants is [redacted]

2. The attorneys for the claimants are LIPSITZ GREEN SCIME CAMBRIA LLP, and their Post Office address is 42 Delaware Avenue, Suite 120, Buffalo, New York 14202-3924.

3. The claim of CAROL A. HOLMIK is for personal injuries, including without limitation, medical expenses, and the claim of DENNIS J. HOLMIK is for loss of services, society, companionship and consortium as a result of his spouse's accident, and for consequential damages generally.

4. The claim arose in front of the residence located at 158 Brookdale Drive, Williamsville, New York 14221.

Attachment: DOC010821-01082021161108 (COM-2021-15 : NOC: Holmik Vs TOA)

5. The claim arose in substance as follows: On the 9th day of November, 2020, the claimant, CAROL A. HOLMIK, while lawfully and properly walking on the sidewalk in front of the aforesaid premises, was caused to trip and fall on uneven and uplifted sidewalk surface, resulting in serious injuries to the claimant, CAROL A. HOLMIK.

6. Upon information and belief, the incident herein described and the resultant injuries and damages sustained were caused as a result of the negligence, carelessness, recklessness and/or unlawful conduct on the part of the agents, servants and/or employees of TOWN OF AMHERST and TOWN OF AMHERST DEPARTMENT OF ENGINEERING, and more particularly, among other things, in failing and omitting to repair the uneven sidewalk surface.

7. Upon information and belief, as a result of the aforesaid incident, the claimant, CAROL A. HOLMIK, sustained severe bodily injuries and was painfully and seriously injured; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to her nerves and nervous system; and more particularly, the claimant, CAROL A. HOLMIK, sustained injuries in the nature of right forearm, wrist and various other injuries. Upon information and belief, these injuries will result in permanent defects.

8. As a result of the aforesaid incident and injuries sustained by CAROL A. HOLMIK, the claimant, DENNIS J. HOLMIK, spouse of the claimant, has suffered the loss of services, society, companionship and consortium of the claimant, CAROL A. HOLMIK to which he was fully entitled.

WHEREFORE, claimants request that TOWN OF AMHERST and TOWN OF AMHERST DEPARTMENT OF ENGINEERING, honor and pay the claim on behalf of CAROL A. HOLMIK and DENNIS J. HOLMIK, her spouse.

Attachment: DOC010821-01082021161108 (COM-2021-15 : NOC: Holmik Vs TOA)

DATED: Buffalo, New York
January 5, 2021

Carol A. Holmik

CAROL A. HOLMIK

LIPSITZ GREEN SCIME CAMBRIA LLP

By: _____

THOMAS M. MERCURE, ESQ.
Attorneys for Claimants
Office and P.O. Address
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
(716) 849-1333
[TMM: #68242.0001]

Attachment: DOC010821-01082021161108 (COM-2021-15 : NOC: Holmik Vs TOA)

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Town Clerk
DOC ID: 22765

COMMUNICATION 2021-16 **REFERRED**

Summons and Complaint: Brenna W. Sullivan Vs. Town of Amherst Et Al.

1/19/2021
Referred to Town Attorney.

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

14.7.a

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

BRENNA W. SULLIVAN
[redacted]

SUMMONS

Plaintiff,

vs. Index No.: 800146/2021

TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

JOHN T. RUSCH
[redacted]

Defendants.

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with a summons, to serve a notice of appearance, on the plaintiffs' attorney(s) within **20** days after the service of this summons, exclusive of the day of service, or within **30** days after completion of service where service is made is any other manner than by personal delivery within the State. If you do not respond to the attached complaint within the applicable time limitation stated above, judgment will be entered against you, by default for the relief demanded in the complaint, without further notice to you.

Attachment: DOC010721-01072021160026 (COM-2021-16 : Summons & Complaint: Sullivan Vs TOA)

Erie County is designated as the place of trial on the basis that it was the location where the accident that is the subject of the complaint occurred.

Dated: January 6, 2020
Buffalo, New York

RUPP BAASE PFALZGRAF CUNNINGHAM LLC
Attorneys for Plaintiff

By: _____

Jill R. Roloff
1600 Liberty Building
Buffalo, New York 14202
(716) 854-3400

Attachment: DOC010721-01072021160026 (COM-2021-16 : Summons & Complaint: Sullivan Vs TOA)

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

BRENNA W. SULLIVAN
[redacted]

COMPLAINT

Plaintiff,

vs.

Index No.: 800146/2021

TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

JOHN T. RUSCH
[redacted],

Defendants.

Plaintiff, BRENNA W. SULLIVAN, by her attorneys, Rupp Baase Pfalzgraf Cunningham LLC, for her complaint against the defendants, TOWN OF AMHERST and JOHN T. RUSCH, alleges upon information and belief:

1. At all times hereinafter mentioned, plaintiff was and is a resident of the [redacted]

2. At all times hereinafter mentioned, defendant TOWN OF AMHERST, was and is a municipal corporation, licensed and authorized to transact business in the County of Erie, State of New York, and maintains offices at 5583 Main Street, Williamsville, New York.

Attachment: DOC010721-01072021160026 (COM-2021-16 : Summons & Complaint: Sullivan Vs TOA)

14.7.a

3. At all times hereinafter mentioned, defendant JOHN T. RUSCH, was and is a resident of the [redacted]

4. At all times hereinafter mentioned, plaintiff BRENNA W. SULLIVAN was using due care.

FIRST CAUSE OF ACTION

5. Plaintiff repeats and realleges that allegations contain in paragraphs 1 through 4 as if fully stated herein.

6. On or about January 31, 2020, and at all times hereinafter referenced, plaintiff BRENNA W. SULLIVAN was the belted operator of a 2012 Chevy motor vehicle, bearing license plate number [redacted], registered and titled to Mark Sullivan.

7. On or about January 31, 2020, and at all times hereinafter referenced, defendant TOWN OF AMHERST owned a Town of Amherst police department patrol vehicle bearing plate number "113" and Vehicle Identification Number [redacted].

8. On or about January 31, 2020, and at all times hereinafter referenced, defendant JOHN T. RUSCH was a Town of Amherst police officer acting within the scope of his employment.

Attachment: DOC010721-01072021160026 (COM-2021-16 : Summons & Complaint: Sullivan Vs TOA)

9. On or about January 31, 2020, and at all times hereinafter referenced defendant JOHN T. RUSCH was operating the aforementioned Town of Amherst police department patrol vehicle bearing plate number "113" and Vehicle Identification Number [redacted], in the scope of his employment with defendant TOWN OF AMHERST,

10. Defendant JOHN T. RUSCH was operating the aforementioned Amherst police department patrol vehicle bearing plate number "113" and Vehicle Identification Number [redacted] while he was on duty and with the permission of defendant TOWN OF AMHERST.

11. On or about January 31, 2020, the plaintiff was operating the aforementioned 2012 Chevy vehicle on Sweet Home Road, at or near its intersection with Sheridan Drive, in the Town of Amherst, County of Erie, State of New York, when said vehicle was struck by the aforementioned Amherst police department patrol vehicle bearing plate number "113" and Vehicle Identification Number [redacted], owned by defendant TOWN OF AMHERST and being operated by defendant JOHN T. RUSCH.

12. As a result of the negligence of the defendants TOWN OF AMHERST and JOHN T. RUSCH, plaintiff BRENNA W. SULLIVAN suffered severe, permanent, and painful injuries.

Attachment: DOC010721-01072021160026 (COM-2021-16 : Summons & Complaint: Sullivan Vs TOA)

13. The said collision occurred as a result of the negligence, carelessness, and recklessness of the defendants TOWN OF AMHERST and JOHN T. RUSCH, without any negligence on the part of the plaintiff. Specifically, defendant JOHN T. RUSCH proceeded through a red traffic signal at an excessive rate of speed and struck the plaintiff's vehicle.

14. The aforementioned conduct is not only negligent but in violation of Vehicle and Traffic Law § 1104, in breach of the defendants' duty to drive with due regard for the safety of all persons generally, and the plaintiff BRENNA W. SULLIVAN in particular, and in reckless disregard for the safety of others generally, and the plaintiff BRENNA W. SULLIVAN in particular.

15. In accordance with the relevant sections of the New York State Vehicle and Traffic Law, defendant TOWN OF AMHERST is vicariously liable for the negligence, carelessness, and recklessness of defendant JOHN T. RUSCH, and for defendant JOHN T. RUSCH's violation of Vehicle and Traffic Law § 1104 because defendant TOWN OF AMHERST was the owner of the aforementioned Town of Amherst police department patrol vehicle that defendant JOHN T. RUSCH was operating, and because defendant JOHN T. RUSCH was within the course of his employment with defendant TOWN OF AMHERST, at the time of the January 31, 2020 collision.

16. As a result of the negligence, carelessness, and recklessness of the defendants TOWN OF AMHERST and JOHN T. RUSCH, plaintiff BRENNA W. SULLIVAN sustained serious injury as defined by Insurance Law § 5102(d).

Attachment: DOC010721-01072021160026 (COM-2021-16 : Summons & Complaint: Sullivan Vs TOA)

14.7.a

17. As a result of the negligence, carelessness, and recklessness of the defendants TOWN OF AMHERST and JOHN T. RUSCH , plaintiff BRENNA W. SULLIVAN incurred significant medical expenses and will incur significant medical expenses in the future.

18. As a result of the negligence, careless, and recklessness of the defendants TOWN OF AMHERST and JOHN T. RUSCH, plaintiff BRENNA W. SULLIVAN has sustained pain and suffering, and will continue to sustain pain and suffering in the future.

19. As a result of the negligence, carelessness, and reckless of defendants TOWN OF AMHERST and JOHN T. RUSCH, plaintiff BRENNA W. SULLIVAN has or will sustain an economic loss greater than basic economic loss as defined in Article 51 of the New York State Insurance Law.

20. This action falls within one or more exceptions set forth in Article 16 of the CPLR.

21. That a Notice of Claim has been duly made and served upon the defendant TOWN OF AMHERST pursuant to § 50-e of the General Municipal Law of the State of New York; that at least thirty (30) days have elapsed since the date of such notice; and that the within action was commenced within one (1) year and ninety (90) days after the happening of the collision.

Attachment: DOC010721-01072021160026 (COM-2021-16 : Summons & Complaint: Sullivan Vs TOA)

22. That defendant TOWN OF AMHERST has refused and/or neglected to make payment or adjustment on said claim.

WHEREFORE, plaintiff BRENNA W. SULLIVAN demands judgment against defendants TOWN OF AMHERST and JOHN T. RUSCH for her causes of action alleged herein for a sum which exceeds jurisdictional limits of all lower Courts which would otherwise have jurisdiction and as may be awarded by the trier of facts herein; together with the costs and disbursements of this action, and for such other and further relief as this Court may seem just and proper.

DATED: Buffalo, New York
January 6, 2020

RUPP BAASE PFALZGRAF CUNNINGHAM LLC
Attorneys for Plaintiff

By: _____

Jill R. Roloff
1600 Liberty Building
Buffalo, New York 14202
(716) 854-3400

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

Francina J. Spoth
Town Clerk

Meeting: 01/19/21 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 22799 **RESOLUTION 2021-113** **ADOPTED**

Temporary Access Agreement (CRS #2358)

SUSPENSION ITEM : JANUARY 19TH, 2021

TO: **Town Board**

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

DATE: **January 15, 2021**

RE: **Temporary Access Agreement (CRS #2358)**

Kindly adopt a resolution authorizing the Supervisor to execute the attached Temporary Access Agreement to allow members of Canisius College to access various Town parks to conduct wildlife research pending successful completion of the Contract Routing Process.

Thank you.

SJS:nmb
Attachment
c: Kathy Cooper, Deputy Town Clerk (**Suspension Item - January 19th, 2021**)

1/19/2021
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

N/A

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

TEMPORARY ACCESS AGREEMENT

This Temporary Access Agreement (Agreement), entered into as of the ___th day of January, 2021, by and between the Town of Amherst (Amherst) with offices for transaction of business located at 5583 Main Street, Williamsville, New York 14221 and Dr. Robin Foster of Canisius College with offices for transacting business located at 2001 Main Street, Buffalo New York 14208, permitting Dr. Foster to conduct wildlife monitoring surveys, it is necessary for Dr. Foster and undergraduate student members of her research lab to have access to Amherst State Park and Dann Lake Park for a variety of purposes of placing and maintaining one trail camera at each park. Accordingly, Amherst hereby permits such activity at Amherst State Park and Dann Lake Park pursuant to the terms and conditions of this Agreement.

Amherst hereby grants Dr. Foster and her research team the right to enter Amherst State Park and Dann Lake Park to conduct the research activities reflected above.

Dr. Foster and Canisius College assume all risks of, and agree to indemnify, protect, and hold harmless Amherst and its successors, agents and assigns from all loss, damage or injury to persons, including, without limitation, personal injuries resulting in death, or property damage from all claims, demands, suits, liabilities, obligations and expenses rising therefrom, including reasonable legal fees and expenses, arising out of the activities which are granted hereunder except to the extent that the same shall raise out of the sole negligence of sole intentional acts or admissions of any employee, officer, agent, assignee or representative of Amherst. In the event that any judgment or other encumbrance is placed upon or levied against the property of Amherst arising out of Dr. Foster's activity.

Dr. Foster and/or Canisius College shall maintain sufficient self-insurance to protect

Attachment: TemporaryAccessAgreementParkTrailsWildlifeResearch (RES-2021-113 : Temporary Access Agreement (CRS #2358))

Amherst as well as itself from any and all claims, demands and causes of action arising by reason of any work performed by Dr. Foster and her research team, and Dr. Foster shall not commence work under this Agreement until she has provided satisfactory proof to the Town of Amherst of self-insurance and/or insurance. This shall include, but not be limited to, the following:

(a) Worker's Compensation insurance;

(b) General Liability Insurance; and

(c) Property Damage Insurance.

Any incidents or accidents shall be reported to the Town of Amherst Town Attorney as soon as possible, but not less than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst Town Attorney as soon thereafter is possible and no later than three (3) days after such incident or accident.

No waiver of any breach of any condition of this 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 revocation of this Agreement or any breach unless the waiver shall include the same.

This Agreement shall be governed and interpreted according to the laws of the State of New York.

Any legal actions necessary to enforce this Agreement will be held in Supreme Court, Erie County, New York.

Attachment: TemporaryAccessAgreementParkTrailsWildlifeResearch (RES-2021-113 : Temporary Access Agreement (CRS #2358))

Each and every provision of law and clause required by New York State Law to be inserted into this Agreement shall be deemed and have been inserted herein**.** If any such portion is not inserted, then upon application of either party, this Agreement shall be physically amended forthwith to make such insertion.

This Agreement shall be effective on the date on which the Town Board has approved said Agreement and the terms of this Agreement shall terminate on January 2, 2022.

Dr. Foster and her students shall be responsible to following all park rules and all work shall be performed in a professional manner.

IN WITNESS THEREOF, the parties have executed this agreement effective as of the date set forth below**.**

By: _____
Brian J. Kulpa, Town Supervisor
Town of Amherst

Date: _____

By: Robin L Foster
_____
Dr. Robin L. Foster, Assistant Professor
Canisius College

Date: 1/13/2021

Attachment: TemporaryAccessAgreementParkTrailsWildlifeResearch (RES-2021-113 : Temporary Access Agreement (CRS #2358))