Amherst Town Board

Regular Meeting of the Town Board

Minutes

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

Francina J. Spoth
Town Clerk

Monday, December 20, 2021 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

Joseph Frese, Kevin Durawa and Pauline Heil

II. INVOCATION

Supervisor Kulpa

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on December 20, 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	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Remote	
Jeffrey S. Burroughs	Town of Amherst	Town Engineer	Remote	
Dan Howard	Town of Amherst	Planning Director	Present	
Daniel J. Ulatowski	Town of Amherst	Assistant Planning Director/ZEO	Present	
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	
Christopher P. Schregel	Town of Amherst	Traffic-Safety Coordinator	Remote	

V. MINUTES APPROVAL

1. Monday, November 22, 2021

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

2. Wednesday, December 15, 2021

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

Supervisor Kulpa acknowledged Officer Michael S. Hoffman.

The Town Board meeting may be accessed via Zoom at the following link:
https://us02web.zoom.us/j/81129891513?pwd=eE9OWFZFZTdXcmxOUHBlVm9NV2RKdz09

Meeting ID: 811 2989 1513
Passcode: 452970

Or via phone by dialing 1-929-205-6099 and utilizing the same Meeting ID and Passcode. 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.

During the Zoom meeting, you may click on the Participants tab then choose the Raise Hand feature to speak. You may also navigate to the bottom options bar in your video screen and click Reactions. Underneath Reactions, there should be a separate button to Raise Your Hand.

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2021-1030

4252 - 4258 Ridge Lea Road Amendment to the Bicentennial Comprehensive Plan

Adoption of Resolution to Amend the Bicentennial Comprehensive Plan
4252-4258 Ridge Lea Road (BCPA-2021-01)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR are completed, as the Town Board completed a SEQR review for the Boulevard Central District planning area, which included a Final Environmental Impact Statement was adopted on January 6, 2020, and be it further

RESOLVED, that the subject area is within the aforementioned Boulevard Central District planning area, and has been determined to be consistent with the findings statement adopted on January 6, 2020, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of September 23, 2021, that the proposed Amendment to the Bicentennial Comprehensive Plan for 4252-4258 Ridge Lea Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 11.6 of the Bicentennial Comprehensive Plan the Town Board amends the Bicentennial Comprehensive Plan to allow industrial/office use on the subject property.

11/22/2021

A motion to open the public hearing was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and unanimously approved 4-0. The public hearing was opened at 7:21 PM.

Attorney James Boglioli, Benderson Development, presented.

The following speakers addressed the Town Board and voiced their opposition and concern's:
William Kleis & Geri DiCosmo, 378 Meyer Rd
Kenneth Holt, 370 Meyer Rd
Sheila Goldberg & Jill Mack, 306 Meyer Rd
John Goscinski, 105 Hilton Blvd
Bob Stockdale, 300 Maynard Dr
Eugene Sibick, 34 Wik St
Merri Debany, 4243 Sheridan Dr

There were no further speakers therefore, Deputy Supervisor Berger moved to adjourn the public hearing until December 20th, seconded by Councilmember Bucki and unanimously approved 4-0. The public hearing was adjourned at 8:05 PM.

12/20/2021

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was opened at 7:09 PM.

Attorney James Boglioli, was present and answered questions.

The following speakers addressed the Town Board and voiced their opposition, questions and concern's:
William Kleis & Geri DiCosmo, 378 Meyer Rd

Don Smith, 201 N Long St
Sheila Goldberg, 306 Meyer Rd
Dan Rider, 38 Garden Pkwy
Susan Holt, 370 Meyer Rd
Mary Shapiro, 16 Royalwoods Ct

As there were no further speakers from the public, Councilmember Szukala motioned to adjourn the public hearing and set a decision date for January 18. The motion was seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was adjourned at 7:48 PM.

1/18/2022

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 7:15 PM.

Supervisor Kulpa presented a brief overview of the request before the Board and showed pictures.

Attorney James Boglioli, was present and answered questions.

The following speakers addressed the Town Board and voiced their opposition:
William Kleis & Geri DiCosmo, 378 Meyer Rd
Sheila Goldberg, 306 Meyer Rd
Susan & Ken Holt, 370 Meyer Rd

As there were no further speakers from the public, Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:41 PM.

A motion to readopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via roll call 4-1 (nay, Bucki).

A motion to adopt the resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via roll call 4-1 (nay, Bucki).

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 1/18/2022 7:00 PM**
MOVER:	Michael Szukala, Councilmember	
SECONDER:	Deborah Bruch Bucki, Councilmember	
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala	

2. Resolution 2021-1073

Stop Sign Configuration - Intersection of Cranburne Lane and Delamere Road

A public hearing to change the stop sign configuration at the intersection of Cranburne Lane and Delamere Road making it a single-stop intersection.

"The T-intersection of Cranburne Lane and Delamere Road is hereby designated as a single-stop intersection with the stop sign installed at the southwest corner stopping Cranburne Lane traffic and the remaining stop signs on Delamere Road at Cranburne Lane removed."

12/20/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was opened at 7:49 PM.

Christopher Schregel, Traffic Safety Liaison, presented.

The following speakers addressed the Town Board:
Stan Sliwa, 166 Cranburne Ln - prefer a 4 way stop
Pam Hoffman, 118 Delamere Rd - spoke in support
Susan Konkel, 117 Delamere Rd - spoke in support

There were no further 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 8:01 PM.

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

3. Resolution 2021-1074

Local Law Amending Chapter 166 Sec. 3 Snow Plow Permit Application Procedure; Fee

Public Hearing with respect to a Local Law Amending Chapter 166 Sec. 3 Snow Plow Permit Application Procedure; Fee.

12/20/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was opened at 8:02 PM.

Joanne Schultz, Town Clerk's Office, 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 8:04 PM.

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

4. Resolution 2021-1075

Local Law Amending Chapter 5 of the Code of the Town of Amherst - Establishment of Design Advisory Board

Public Hearing with respect to a Local Law Amending Chapter 5 of the Code of the Town of Amherst - Establishment of Design Advisory Board.

12/20/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was opened at 8:05 PM.

Stan Sliwa, Town Attorney, presented.

The following speakers addressed the Town Board:
Mary Shapiro, 16 Royal Woods Ct - report to the Planning Board first and be part of the public record
Don Smith, 201 N Long St - Planning Board should receive report first

As there were no further speakers from the public, Supervisor Kulpa motioned to adjourn the public hearing, seconded by Councilmember Szukala and unanimously approved 5-0. The public hearing was adjourned at 8:21 PM.

1/18/2022
A motion to withdraw was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 1/18/2022 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Michael Szukala, Councilmember	
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala	

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)

4. Amherst Conservation Advisory Council (4)

5. Amherst Industrial Development Agency

Membership is full.

6. Amherst Veterans Committee (4)

7. Arts & Culture in Public Places Board

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 (2)

13. Design Advisory Board

14. Employee Suggestion Program Merit Award Board

Membership is full.

15. Employee Suggestion Review Committee

Membership is full.

16. Energy Conservation Citizens Advisory Committee (3)

17. Freedom of Information Law (FOIL) Board

18. Glen Park Joint Board (1)

Village vacancy

19. Government Study Committee (2)

20. Historic Preservation Commission (1)

21. Information Technology Advisory Committee (2)

22. Library Board of Trustees (1)

Membership is full.

23. Minority / Woman Owned Business (4)

24. Open Government Advisory Board (4)

25. Planning Board

Membership is full.

26. Recreation Commission

27. Recycling and Waste Committee (3)

28. Senior Services Advisory Board (2)

29. Traffic Safety Board

Membership is full.

30. Youth Board (4)

Adult vacancies (4), 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 Bucki and unanimously approved 5-0. Public Expression was opened at 8:21 PM.

The following speakers addressed the Town Board:

Dan Rider, 38 Garden Pkwy - FOIL regarding appraisal for Westwood, alternative location for theater
Don Smith, 201 N Long St - Reso 2021-1103, 1104 & 1106
Jennifer Snyder-Haas, 185 Fairways Blvd - Reso 2021-1106, lack of transparency and the lack of Amherst Central Park Task Force meetings
Mary Shapiro, 16 Royalwoods Ct - wants Mensch to withdraw their rezoning application, lack of details regarding the proposed Amherst Central Park

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Lavin and unanimously approved 5-0. Public Expression was closed at 8:46 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 2021-1032

Adoption of Local Law to Amend the Zoning Map (10060 & 10090 Transit Road & Z-2019-06)

BE IT RESOLVED, the attached is an amended Town Board letter regarding the request to rezone 29.21± acres of land from Suburban Agriculture District (SA) and Motor Service District (MS) to Center 2.5 District (CTR-2.5), Multifamily Residential District Five (MFR-5) and Residential District Three (R-3); property located at 10060 & 10090 Transit Road. Forbes Capretto Homes, Petitioner. (Z-2019-06); and

BE IT FURTHER RESOLVED, the letter be filed with the Amherst Town Clerk and added to the file regarding property located at 10060 & 10090 Transit Road.

11/22/2021
A motion to adjourn to the December 20th meeting was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and unanimously approved 4-0.

12/20/2021
A motion to adopt the SEQR Determination was made by Deputy Supervisor Berger, seconded by Councilmember Szukala and approved via Roll Call vote 4-1 (nay, Bucki). A motion to accept the amended letter was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via Roll Call vote 4-1 (nay, Bucki).

RESULT:	**ROLL CALL VOTE (ADOPTED) [4 TO 1]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Lavin, Szukala
NAYS:	Bucki

2. Resolution 2021-1076

Approval of Extension of Special Use Permit for a Dormitory [Muir Woods Site B]

WHEREAS, on November 12, 2019, the Town Board adopted Resolution 2019-1030 for the purpose of approving the issuance of a Special Use Permit for a Dormitory to be located on a portion of Site B of the overall Muir Woods property that consists of a portion of 1081 North French Road (the "Project"); and

WHEREAS, the Planning Board approved the Site Plan for the Project subject to conditions during its meeting on April 15, 2021; and

WHEREAS, since the date the Town Board issued a Special Use Permit, the Town and the Applicant have worked diligently to obtain the required approvals/permits for the Project from the New York State Department of Transportation for the northerly extension of John James Audubon Parkway as a public roadway to be dedicated to the Town; and

WHEREAS, pursuant to Section 8-6-11A of the Town Zoning Code, a Special Use Permit is valid for a period of twelve (12) months from the date on which it issued unless the Special Use has been established; and

WHEREAS, it would not have been possible for construction of the Project to have commenced prior to November 12, 2020.

BE IT RESOLVED, that pursuant to 6 NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, the requirements of SEQR for the Project have been previously completed via the Town Board's previous issuance of an Amended Findings Statement on April 15, 2019; and

FURTHER BE IT RESOLVED, that the Special Use Permit for dormitory use for the Project is consistent with the adopted Bicentennial Comprehensive Plan, as amended; and

FURTHER BE IT RESOLVED, subject to the four (4) conditions contained in Resolution 2019-1030, the Town Board hereby approves two (2) one-year extensions of the Special Use Permit issued on November 12, 2019, such that the Special Use Permit shall expire on November 12, 2022 ("Expiration Date") unless the special use is established prior to the Expiration Date.

12/20/2021
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and approved via Roll Call vote 4-1 (nay, Bucki).

RESULT:	**ADOPTED [4 TO 1]**
MOVER:	Jacqualine Berger, Deputy Supervisor
SECONDER:	Shawn Lavin, Councilmember
AYES:	Kulpa, Berger, Lavin, Szukala
NAYS:	Bucki

3. Resolution 2021-1077

Approval of Easements to be Conveyed the Town of Amherst [Muir Woods Site B]

WHEREAS, on April 15, 2021, the Planning Board approved a Site Plan subject to conditions for the development of a student housing project to be located on a portion of Site B of the overall Muir Woods property (the "Project"); and

WHEREAS, in connection with Project, is necessary for certain non-exclusive easements to be conveyed to the Town of Amherst including but not limited to non-exclusive easements for drainage ditches, an emergency access driveway, access to public parking for a recreational trail to be installed in connection with the Project, etc..

BE IT RESOLVED, that the Town Board approves and accepts on behalf of the Town of Amherst the conveyance of easements to the Town of Amherst that are necessary in connection with the Project and authorizes the Supervisor to execute such easements on behalf of the Town of Amherst upon review and approval of the content and form of such easements by relevant Town Departments including the Town Attorney's Office and the Planning Department; and

FURTHER BE IT RESOLVED, that copies of the easements to be recorded at the Erie County Clerk's Office shall be provided by the project sponsor to the Town Attorney's Office and the Planning Department along with proof of recording once such easements have been recorded at the Erie County Clerk's Office.

12/20/2021
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via Roll Call vote 4-1 (nay, Bucki).

RESULT:	**ROLL CALL VOTE (ADOPTED) [4 TO 1]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Lavin, Szukala
NAYS:	Bucki

C. COUNCILMEMBER BUCKI:

1. Resolution 2021-1078

Art on Signal Cabinets – Yr. 2022

WHEREAS, in 2019 the Town of Amherst Arts and Culture in Public Places Board spearheaded an initiative that converted six (6) traffic signal cabinets in the Town of Amherst into public artworks; and

WHEREAS, the Decorative Treatment for Traffic Signal Cabinets Initiative was a success and there is desire to continue with the project; and

WHEREAS, signal cabinet artwork beautifies public spaces, builds community, and offers a more attractive and interesting streetscape environment; and

WHEREAS, an additional eight (8) traffic signal boxes have been selected by the Arts and Culture in Public Places Board to be painted by qualified and trusted artists; and

WHEREAS, all eight (8) of the selected signal boxes are located on the New York State Highway of Main Street where it intersects with

- Eggert Road
- Daemen College / Amherst High School Entrance
- Harlem Road
- Kensington Avenue
- North Union Road
- Los Robles / Grove Street
- Evans Street / Garrison Road
- Youngs Road

WHEREAS, the NYSDOT allows for Decorative Treatment for Traffic Signals by TSMI 16-04 where a PERM-33 Highway Permit is required to paint or wrap a traffic signal cabinet; and

WHEREAS, two (2) of the signals are located within the Village of Williamsville Boundary and the Town has coordinated with the Village to include them in the project.

NOW, THEREFORE, BE IT RESOLVED, the Town Board supports the initiative to paint artwork on signal cabinets by the Arts and Culture in Public Places Board; and

THEREFORE, BE IT FURTHER RESOLVED, the Supervisor of the Town of Amherst be and is hereby authorized to sign all NYSDOT permits and applications in connection with the Signal Cabinet Artwork; and

THEREFORE, BE IT FURTHER RESOLVED, that the NYSDOT work permit and necessary applications be reviewed by the Town Attorney prior to execution; and

THEREFORE, BE IT FURTHER RESOLVED, that a certified copy of this Resolution be provided to the New York State Department of Transportation permitting office at the time of permit submittal.

12/20/2021
Consent

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

D. COUNCILMEMBER LAVIN:

E. COUNCILMEMBER SZUKALA:

1. Resolution 2021-1033

Longmeadow Road – Establish Bike Lanes Between Allenhurst Road and Rosedale Blvd.

WHEREAS, Longmeadow Road is a Town roadway, classified as a Local Collector, and was recently repaved by Town Highway forces in 2021; and

WHEREAS, the Town received a request on August 11, 2021 to review vehicle speeds and street signage on Longmeadow Road since the repaving project; and

WHEREAS, the Town's Traffic Safety Board reviewed Longmeadow Road at its September 2021 meeting and found that Longmeadow Road is:

- striped with a double yellow centerline
- curbed at a 30+ feet width
- posted at 30 mph with an 85th percentile speed of 37-38 mph
- not commonly used for on-street parking and has a one-sided parking restriction
- used by bicyclists with a connection to the intercampus bike route on Rosedale Blvd; and

WHEREAS, studies have shown vehicular speeds can be calmed by narrowing driving lanes by striping 'edge of pavement' lines; and

WHEREAS, the wide width of Longmeadow Road allows for either parking lanes or the establishment of bicycle lanes; and

WHEREAS, a survey was sent to the property owners of Longmeadow Road between Niagara Falls Boulevard and Rosedale Boulevard to determine if there was support for on-street bicycle lanes; and

WHEREAS, 100% of responding residents of the survey were in favor of establishing bike lanes with the understanding that on-street parking would be prohibited; and

WHEREAS, the Amherst Traffic Safety Board is recommending that the Town establish bike lanes on Longmeadow Road between Allenhurst Road and Rosedale Boulevard with a connection to the intercampus bike route on Rosedale Boulevard.

NOW, THEREFORE, BE IT RESOLVED that Longmeadow Road be hereby designated as a roadway with 5'-wide on-street bike lanes on both sides between Allenhurst Road and Rosedale Boulevard with driving lanes narrowed to 9.5' wide; and

BE IT FURTHER RESOLVED that funding be identified to allow for the Town's Highway Department to install the appropriate striping and signage in 2022 when weather is suitable.

11/22/2021
Adjourned to December 20th meeting

RESULT:	**WITHDRAWN**

2. Resolution 2021-1079

Dodge Road / Heim Road - All-Way Stop Intersection

WHEREAS, the Town of Amherst received a request to improve the safety at the County intersection of Dodge Road (CR 45) and Heim Road (CR 173); and

WHEREAS, the Town's Highway Department placed traffic counters on all legs of the intersection to determine the number of entering vehicles into the intersection; and

WHEREAS, the Town's Engineering Department completed a stop sign warrant analysis in accordance with the Manual on Uniform Traffic Control Devices; and

WHEREAS, the Amherst Traffic Safety Board reviewed the resident request, traffic data, and stop sign warrant analysis and referred the matter with supporting materials to the Erie County Department of Public Works for further review; and

WHEREAS, the Erie County Traffic Safety Engineer concluded that the intersection met the multi-way stop sign warrants as described in a November 9, 2021 response letter to the Town; and

WHEREAS, the Manual on Uniform Traffic Control Devices states that "multi-way stop control can be useful as a safety measure at intersections of certainty traffic conditions exist"; and

THEREFORE BE IT RESOLVED, the Amherst Town Board is requesting Erie County establish an all-way stop with accompanying stop bars and 'New Traffic Pattern Ahead' signage at the intersection of Heim and Dodge Roads; and

THEREFORE BE IT FURTHER RESOLVED, that a certified copy of this resolution be provided to Erie County upon approval.

12/20/2021
Consent

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

XII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2021-1080

Bedford Park Improvements (Bond Resolution - $120,000)

AGENDA ITEM : DECEMBER 20TH, 2021

TO: **Town Board**

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

DATE: **December 14, 2021**

RE: **2021-2026 C.I.P. - Project YR-9C**
Bedford Park Improvements
Bond Resolution - $120,000.00

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 $120,000.00 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
Attachments
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - December 20, 2021**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*

Mary-Diana Pouli, Director, Youth and Recreation (*w/attachment*)

12/20/2021
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Bucki 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

2. Resolution 2021-1081

2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3055-3061/CRS#S 3049-3054)

AGENDA ITEM : DECEMBER 20TH, 2021

TO: **Town Board**

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

DATE: **December 14, 2021**

2022 Fire Protection District Contracts:
***Fire Protection District No. 1 - Autumn Harvest (CRS#3049)**
***Fire Protection District No. 2 - Lamm Post (CRS#3050)**
***Fire Protection District No. 3 - Lehn Springs (CRS#3051)**
***Fire Protection District No. 4 - Mill Street (CRS#3052)**
***Fire Protection District No. 15 - Park Club (CRS#3053)**
***Fire Protection District No. 16 - Williamsville-Sheridan (CRS#3054)**
*** ***
***Fire Protection District No. 9 - Ellicott Creek Volunteer Fire Company, Inc. (CRS#3056)**
***Fire Protection District No. 11 - Getzville Fire Company, Inc. (CRS#3057)**
***Fire Protection District No. 14 - Main-Transit Fire Department, Inc. (CRS#3058)**
***Fire Protection District No. 10 - North Amherst Fire Company, Inc. (CRS#3059)**
***Fire Protection District No. 18 - North Bailey Fire Company, Inc. (CRS#3060)**
***Fire Protection District No. 13 - East Amherst Fire Department, Inc. (CRS#3055)**
***Fire Protection District No. 12 - Swormville Fire Dept., Inc. (CRS#3061)**

Kindly schedule a Public Hearing for January 18, 2022 at 7:00 p.m. to approve the above-referenced Fire Protection Contracts for the 2022 calendar year.

Attached for your review are the amounts due to each Fire Protection District pursuant to the 2022 adopted budget for each Fire Protection District (Town of Amherst/Village of Williamsville) for fire services provided.

Thank you.

SJS:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(w/attachments, **Agenda Item : December 20, 2021**)

12/20/2021
Consent

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

3. Resolution 2021-1082

Approval of Easements to be Conveyed to Town of Amherst (Muir Woods Site B)

AGENDA ITEM : DECEMBER 20th, 2021

TO: **Town Board**

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

DATE: **December 14, 2021**

RE: **Approval of Easements To Be Conveyed To Town of Amherst [Muir Woods Site B]**

WHEREAS, on April 15, 2021, the Planning Board approved a Site Plan subject to conditions for the development of a student housing project to be located on a portion of Site B of the overall Muir Woods property (the "Project"); and

WHEREAS, in connection with the Project, is necessary for certain non-exclusive easements to be conveyed to the Town of Amherst including but not limited to non-exclusive easements for drainage ditches, an emergency access driveway, access to public parking for a recreational trail to be installed in connection with the Project, etc.; and

BE IT RESOLVED, that the Town Board approves and accepts on behalf of the Town of Amherst the conveyance of easements to the Town of Amherst that are necessary in connection with the Project and authorizes the Supervisor to execute such easements on behalf of the Town of Amherst upon review and approval of the content and form of such easements by relevant Town Departments including the Town Attorney's Office and the Planning Department.

BE IT FURTHER RESOLVED that copies of the easements to be recorded at the Erie County Clerk's Office shall be provided by the project sponsor to the Town Attorney's Office and the Planning Department along with proof of recording once such easements have been recorded at the Erie County Clerk's Office.

SJS:nmb
c: Tim Koller, Deputy Town Clerk
(**Agenda Item : December 20, 2021**)
Sean W. Hopkins, Esq. (Via E-Mail - shopkins@hsmlegal.com)

RESULT: WITHDRAWN

4. Resolution 2021-1083

License Agreement - 66 Arcadian (Owners Eberz/Dams-O'Connor) (CRS #3075)

AGENDA ITEM : DECEMBER 20TH, 2021

TO: **Town Board**

FROM: **Nicole M. Burroughs, Senior Paralegal**

DATE: **December 14, 2021**

RE: **Request for License Agreement (CRS #3075)**
Installation of Generator
Property Located At:
66 Arcadian Drive, Amherst, New York 14228

Kindly adopt a resolution authorizing the Supervisor to execute the attached License Agreement pending successful completion of the CRS.

The owners of the above-referenced property are seeking permission to install a generator on their property that will encroach into an existing Town-owned easement, the details and stipulations of which are more fully described in the License Agreement.

This request was reviewed and approved by the Highway Department.

Thank you for your consideration.

NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item: December 20, 2021**)
Tim Lucey, General Crew Chief (*w/attachment)*

12/20/2021
Consent

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

5. Resolution 2021-1084

Amended Agreement for Municipal Solid Waste Collection (Modern Disposal Services, Inc. (CRS #3076)

AGENDA ITEM : DECEMBER 20th, 2021

TO: **Town Board**

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

DATE: **December 14, 2021**

RE: **Amended Agreement For Municipal Solid Waste Collection, Hauling and Disposal Recycling Agreement (CRS #3076)**

Kindly adopt a resolution authorizing the Supervisor to execute the above agreement subject to the following:

1.) Pending final review and approval by counsel for Modern Disposal Services, Inc.;

2.) Pending final review and approval by the Town Attorney; and

3.) Pending successful completion of the Contract Routing System.

Thank you.

SJS:NMB:hs
c: Tim Koller, Deputy Town Clerk (**Agenda Item - December 20, 2021**)
Lynda Juul, Director of Finance
Daryl C. Bramer, Comptroller
Patrick G. Lucey, Highway Superintendent

Ryan Licata, Senior Refuse Control Officer

12/20/2021
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and approved unanimously 5-0.

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

6. Resolution 2021-1085

Corrected Settlement of Article 7 Matter - 281 Meyer Road LLC

AGENDA ITEM : DECEMBER 20th, 2021

TO: **Town Board**

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

DATE: **December 14, 2021**

RE: **Corrected Settlement of Article 7 Matter**
281 Meyer Road LLC

Kindly adopt a resolution authorizing the following:

(1) Corrected settlement of the above matter as detailed in the attached Consent Order;

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

(3) Authorizing Emily Murphy to sign the attached Consent Order as the Town Assessor for the Town of Amherst.

Thank you.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : December 20th, 2021**)
Emily Murphy, Town Assessor

12/20/2021
Consent

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

7. Resolution 2021-1086

Settlement of Article 7 Matter - 33 Sanctuary Court (Mohammad Qasaymeh)

AGENDA ITEM : DECEMBER 20th, 2021

TO: **Town Board**

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

DATE: **December 14, 2021**

RE: **Settlement of Article 7 Matter**
33 Sanctuary Court - Mohammad Qasaymeh

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : December 20, 2021**)
Emily Murphy, Town Assessor

12/20/2021
Consent

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

8. Resolution 2021-1087

Settlement of Article 7 Matter - B.K. V Realty, Co., LLC

AGENDA ITEM : DECEMBER 20th, 2021

TO: **Town Board**

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

DATE: **December 15, 2021**

RE: **Settlement of Article 7 Matter**
B.K. V Realty Co., Inc., LLC

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : December 20, 2021**)
Emily Murphy, Town Assessor

12/20/2021
Consent

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

B. TOWN CLERK:

1. Resolution 2021-1088

Postage Machine Purchase for Town Hall CRS #3087 & #3089

BE IT RESOLVED, that the Town Board authorizes the purchase of a Quadient iX-7 DS mailing system from Lineage in the amount of $7,893.31 and monthly meter rental of $60.00 through NYS Contract PC67336;

BE IT FURTHER RESOLVED, that the Town Board authorizes the purchase of an annual maintenance agreement at a cost of $1,555.20;

THEREFORE, BE IT RESOLVED, that the Town Board authorizes the Town Clerk's Office to issue Purchase Orders to complete the purchase from Lineage for one postage machine, monthly meter rental, and annual maintenance agreement per the attached. Approval is pending successful completion of the contract routing system.

12/20/2021
Consent

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

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2. Resolution 2021-1089

Purchase of Currency Scanner CRS #3088

BE IT RESOLVED, that the Town Board authorizes the purchase of a JetScan Currency Scanner 4062ES in the amount of $1,845.00 with the addition of a Citizen Printer CT-S280 in the amount of $423.00 and an annual maintenance agreement in the amount of $295.00;

THEREFORE, BE IT RESOLVED, that the Town Board authorizes the Town Clerk's Office to issue a Purchase Order to complete the purchase from Cummins Allison Corp., a Sole Source Provider, for a Currency Scanner, printer, and maintenance agreement as per the attached. Approval is pending successful completion of the contract routing system.

12/20/2021
Consent

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

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3. Resolution 2021-1090

Fireworks Permit - Transit Valley Country Club

Request for fireworks permit on December 31, 2021 at Transit Valley Country Club, 8920 Transit Road, time to be set by the Town Board, with the following conditions:

1. That the spectators, parking areas and dwelling be 350 feet from the fireworks discharge location for vertical mortars. (max. 5 inch shells)
2. That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
3. That the trajectory of shells shall not come within 25 feet of overhead objects.
4. That the actual shooters listed on the application be present at the site or a substitute shooters list be submitted five (5) or more days prior to the event.
5. If you would like to start the display earlier than the time proposed you must call 689-1212 before starting to be approved by our office.
6. Display shall follow NFPA 1123-2018 & 2020 IFC of NYS.
7. Time of display to be set and approved by the Amherst Town Board.
8. Certified crowd managers complying with Chapter 4 of the 2020 IFC must be adhered too.

RESULT:	**WITHDRAWN**

4. Resolution 2021-1091

New Firefighters for East Amherst Fire Department

The new firefighters for the East Amherst Fire Department lives within the Town of Amherst and maintain a residence adjacent to the Fire District.

Taylor Sheehan
10A Southcreek Court
E. Amherst, NY 14051

Anthony Heibel
312 Patrice Terrace
Williamsville, NY 14221

12/20/2021
Consent

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

5. Resolution 2021-1092

New Firefighters for Getzville Fire Company

New Firefighters for the Getzville Fire Company live in the Town of Amherst and reside within the Getzville Fire district.

Ethan Fargo
305 A Lehman Hall
University at Buffalo

Mark Schnobrich
34 Penny Lane
Amherst, NY 14228

12/20/2021
Consent

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

6. Resolution 2021-1093

Snowplow Permits

JINA Associates #0185
John Militello
3290 Genesee Street
Cheektowaga, NY 14225

Thomas H Cassata #0186
4094 N Bailey Avenue
Amherst, NY 14226

Tom Nola #0187
106 Devon Lane
Williamsville, NY 14221

Anthony Casey #0188
390 Meyer Road
Amherst, NY 14226

Ron's Snowplowing #0189
Ronald J Metzger
100 Reist Street

Williamsville, NY 14221

Fiorellas Snowplowing #0190-#0193-#0219
John Fiorella
55 Delaware Street
Tonawanda, NY 14150

Picone Landscaping & Snowplowing #0194-#0201
Robert Picone
234 Ranch Trail West
Williamsville, NY 14221

CRJ Landscaping & Snowplowing Inc. #0202-#0205
Chris Jeffreys
144 Warren Drive
Kenmore, NY 14217

Jay's Landscaping, Inc. #0206-#0209
Jason Kochan
297 MacArthur Drive
Williamsville, NY 14221

DiNatale Enterprises, Inc. #0210
Michael DiNatale
337 North French Road
Amherst, NY 14228

Mark Lord #0211
91 Lexington Terrace
Snyder, NY 14226

Lesnewski Landscaping #0212-#0213
Madison Lesnewski
32 Joseph Drive
Tonawanda, NY 14150

Al's Land & Snow #0214-#0215
Brenda Gizzwaldi
684 Pletcher Road
Lewiston, NY 14092

James McDonald #0216
95 Wilmington Avenue
Tonawanda, NY 14150

Exclusive Landscaping #0217-#0218
Sal Ferreri
87 Margaret
Amherst, NY 14226

6580 Main Street, LLC #0220
William Capicotto
6580 Main Street, Suite 2

Williamsville, NY 14221

Landscape Associates of WNY #0211-#230
Chad Weiser
P.O. Box 623
Sanborn, NY 14132

Matthew Fildes #0231
376 Kinsey Avenue
Kenmore, NY 14217

R Harris Landscape #0232-#0234
Russ Harris
6418 Harris Road
Lockport, NY 14094

Ground Effects Site Services, Inc. #0235-#0237
Joe Ricchiazzi
6808 Townline Road
North Tonawanda, NY 14120

The English Gardener, Ltd. #0238-#0241
Joseph Han
4000 Harlem Road
Amherst, NY 14226

Pfohmer Landscaping #0242
and Snowplowing LLC
Nicholas Pfohmer
357 Floradale Avenue
Tonawanda, NY 14150

Stonish's Lawn Care & Snowplowing #0243-#0251
Mark Stonish
79 Meyer Road
Amherst, NY 14226

F & T Snowplowing & Removal Inc. #0252-#0257
Christopher Ford
165 East Avenue
West Seneca, NY 14224

Kazmar Construction, LLC #0258-#0261
Gary Kazmarek
1547 Military Road
Kenmore, NY 14217

Dabbie Lawn Care #0262
Rodney Deckem
430 Lasalle Avenue
Buffalo, NY 14215

Marino Construction Inc. #0263-#0264
Vittoriano Manocchio

9190 Hillview Drive
Clarence, NY 14031

Terra-Care #0265
Richard Kelver
853 Robin Road
Amherst, NY 14228

JPV Landscaping & Lawn Care #0266-#0267
John P Valencourt
26 Shirley Avenue
Buffalo, NY 14215

Niagara Frontier Plowing #0268
Tom Foley
117 Cramer Street
North Tonawanda, NY 14120

Regan Landscape Inc. #0269-#0272
Matthew Regan
1517 Kenmore Avenue, Ste #2
Kenmore, NY 14217

12/20/2021
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0 (Councilmember Bucki recused herself on vote for R Harris Landscape).

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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

E. CENTRAL ALARM:

1. Resolution 2021-1094

Wilmac Maintenance Agreement CRS #2897

Request the Supervisor to sign a maintenance agreement for fire and police recording equipment software.

12/20/2021
Consent

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

F. COMPTROLLER:

1. Resolution 2021-1095

Budget Transfers and Amendments

To: Town Board
From: Office of Town Comptroller
Date: 12/15/2021
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 - 2021

FROM:	***TO:***
N1854.1000 Personal Services $111.11	N1854.1853 Sick Leave Incentive $215.78
N1854.4030 FICA $165.93	N1854.8030 FICA $45.88
	N1854.4000 Contractual $15.38

To clean up budget in N1854.

BUDGET AMENDMENTS - 2021

INCREASE:	***INCREASE:***
KP2126.03089 NYS Grant $932,626.00	KP2126.4972 Construction Exp $932,626.00
To record budget for NYS Grant awarded to Audubon Library.	
N0001.20063 CDBG Income $2,475.00	N1521.4000 Contractual $2,475.00
To recognize Community Development program income for PO 22123717.	
N2141.02785 Amh Homebuyer Assist $4,500.00	N2141.4000 Contractual $4,500.00
N2154.02785 Amh HOME Admin $500.00	N2154.4003 Admin Exp $500.00
To recognize Community Development program income for 43 Beehunter Ct, Amherst.	
N2123.02785 CDBG & VG PI $170.00	N2123.4000 Admin $170.00
To recognize Community Development program income from 169 Hillcrest, Amherst.	
A1410.01090 Town Clerk - Int. & Penalties $14,500.00	A1410.2600 Other Equipment $13,000.00
	A1410.2100 Furniture, Desks, Chairs $1,500.00

To recognize revenue over budget and increase expenditures for purchase of currency counter, mail folder, chairs and a desk.

A3510.05001 Animal Control - Refund of C/Y Exp. $355.00A3510.4110 Contractual $355.00
To recognize refund of current year expense for overpayment of kennel fees.

A3120.05001 Police - Refund of C/Y Exp. $500.00 A3120.4230 Passenger Vehicles $3,358.81
A3120.02680 Police - Insurance Proceeds $2,858.81
To recognize reimbursements for damage to police vehicles and increase repair line.

A3120.05001 Police - Refund of C/Y Exp. $225.00 A3120.4017 Firearm Range Supplies $225.00
To recognize refund of current year expense for use of APD Range.

N2141.02785 Amh Homebuyer Assist $4,500.00 N2141.4000 Contractual $4,500.00
N2154.02785 Amh HOME Admin $500.00 N2154.4003 Admin Exp $500.00
To recognize Community Development program income for 521 Capen Blvd, Amherst.

N2150.02785 Tonawanda HOME- PI $6,750.00 N2150.4000 Contractual $6,750.00
N2153.02785 Tonawanda Admin- PI $750.00 N2153.4003 Admin $750.00
To recognize Community Development program income from 42 Northwood Dr, Tonawanda.

DECREASE: ***DECREASE:***

A7115.04002 County Grant Revenue $5,000.00 A7115.4110 Contractual $5,000.00
To decrease and match grant agreement.

DECREASE: ***INCREASE:***

A 0909 Fund Balance $25,000.00 A7550.4150 Celebrations $25,000.00
To increase Celebrations for contributions for railway train car, originally budgeted in 2019.

12/20/2021
Consent

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

2. Resolution 2021-1096

Interfund Loan

Please approve an interfund loan from the General Fund (A) to the Liability Fund (P) for an amount up to $1,149,540 for year ended 12/31/2021. $1,149,540 is in the 2022 Budget for contributions into the Liability Fund (P) and represents the last payment for a settlement case that was paid in 2021 but not budgeted in 2021. The loan will be repaid in February 2022.

12/20/2021
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 2021-1097

Audubon Golf Course Irrigation System Pump Maintenance - CRS #3045

WHEREAS, pump maintenance is required on the Audubon Golf Course irrigation system; and

WHEREAS, three quotes were received for the work in accordance with GML 103 and the Town's Procurement Policy; and

WHEREAS, the lowest responsible quote was received from Pump Irrigation Technologies;

NOW, THEREFORE, BE IT RESOLVED, the contract with Pump Irrigation Technologies is hereby approved; and

BE IT FURTHER RESOLVED, the Supervisor is authorized to sign the contract with Pump Irrigation Technologies; and

BE IT FURTHER RESOLED, a down payment of 50% ($16,991.00) is hereby authorized; and

BE IT FURTHER RESOLVED, approval is subject to successful completion of the contract routing system.

12/20/2021
Consent

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

2. Resolution 2021-1098

Award RFP #202110 - Pre-Employment and Fitness for Duty Exams - CRS #3047

WHEREAS, the Contract Compliance and Administration Department received proposals for RFP #202110 Pre-Employment and Fitness for Duty Evaluations on October 21, 2021; and

WHEREAS, the RFP process resulted in responses from two (2) 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 contract to WellNow Urgent Care; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with WellNow Urgent Care.

12/20/2021
Consent

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

3. Resolution 2021-1099

Award RFP #202111 - Employee Assistance Program - CRS #3048

WHEREAS, the Contract Compliance and Administration Department received proposals for RFP #20211 Employee Assistance Program on October 28, 2021; and

WHEREAS, the RFP process resulted in responses from two (2) 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 contract to eviCore healthcare MSI, LLC dba eviCore healthcare; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with eviCore healthcare MSI, LLC dba eviCore healthcare, pending successful completion of the contract routing system.

12/20/2021
Consent

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

4. Resolution 2021-1100

Town Wide Ice Melt - Site One Landscape Supply CRS #3068

WHEREAS, the Contract Compliance and Administration Department is requesting approval to use the Erie County Contract (Bid #221262-004) for the purchase of Ice Melt, with Site One Landscape Supply; and

WHEREAS, the contract term is through October 31, 2022;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves and authorizes the use of the Erie County bid for the purchase of Ice Melt; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Site One Landscape Supply.

12/20/2021
Consent

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

5. Resolution 2021-1101

Award Bid #2021034 - Sewer Hose - CRS #3072

WHEREAS, the Contract Compliance and Administration Department received bids on November 18, 2021 for Bid #2021034 for Town Wide Sewer Hose; and

WHEREAS, the bid process resulted in responses from two (2) vendors, as per the attached bid tabulation form;

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Joe Johnson Equipment.

12/20/2021
Consent

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

6. Resolution 2021-1102

Authorize COVID-19 Laboratory Services Agreement with KSL Diagnostics, Inc. - CRS #3082

WHEREAS, an agreement for COVID-19 testing services is necessary to test Town employees who may have had an exposure to the COVID-19 virus in an accurate and timely manner, thereby allowing them to return to work safely and as soon as possible, especially when their work involves an essential service; and

WHEREAS, the current contract with KSL Diagnostics expired on November 14, 2021;

NOW, THEREFORE, BE IT RESOLVED, the Supervisor is hereby authorized to sign the COVID-19 Laboratory Services Agreement with KSL Diagnostics, Inc. covering the period November 15, 2021 through December 31, 2022; and

BE IT FURTHER RESOLVED, this authorization is subject to successful completion of the contract routing process due to the need to get a new contract in place as soon as possible due to ongoing COVID-19 related issues.

12/20/2021
Consent

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

H. COURT:

I. ECONOMIC DEVELOPMENT:

1. Resolution 2021-1103

Amherst Central Park PILOT Agreement (CRS #3069)

WHEREAS, the Town of Amherst desires to establish a private-public source of funding that can be utilized to help fund public infrastructure costs at within the PIF District at Amherst Central Park, and to provide financial assistance for the Northwest Community Center and to Amherst Central Park-related or park-displaced projects as designated by the Town; and,

WHEREAS, The Town of Amherst, the Amherst Industrial Development Agency, and the Sweet Home Central School District desire to establish a PILOT increment financing ("PIF") program that will apply to the Lots located within the PIF District at Amherst Central Park; and,

WHEREAS, the PIF program will provide for the redirection of a portion of Town of Amherst PILOT payments and a portion of Sweet Home Central School District PILOT payments made by End Users to the Fund established pursuant to the attached agreement;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves the Amherst Central Park PILOT Agreement between the Town of Amherst, the Amherst Industrial Development Agency, and the Sweet Home Central School District and authorizes the Supervisor to execute the agreement pending successful completion of CRS routing.

12/20/2021
Consent

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

2. Resolution 2021-1104

Amherst Central Park Infrastructure Fund Administration Agreement (CRS# 3078)

WHEREAS, The Town of Amherst, the Amherst Industrial Development Agency, and the Sweet Home Central School District established the Amherst Central Park PILOT Agreement; and,

WHEREAS, the parties agreed to have the Amherst Industrial Development Agency (AIDA) redirect a portion of Town of Amherst PILOT payments and a portion of Sweet Home Central School District PILOT payments to be received by AIDA to a restricted fund to be managed

and disbursed by AIDA in accordance with the attached Agreement;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves the Amherst Central Park Infrastructure Fund Administration Agreement between the Town of Amherst and the Amherst Industrial Development Agency and authorizes the Supervisor to execute the agreement pending successful completion of CRS routing.

12/20/2021
Consent

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

3. Resolution 2021-1105

Temporary Access Agreement (CRS #3079)

WHEREAS, The Town of Amherst recognizes the need for accessible COVID-19 testing locations; and,

WHEREAS, KSL Diagnostics Inc. seeks to provide a location for a temporary, drive-through COVID-19 testing site; and,

WHEREAS, The Town of Amherst determined a best location for KSL Diagnostics Inc. to operate the temporary site would be in the parking lot adjacent to the Audubon Golf Course, 500 Maple Road, Amherst, NY 14221 in accordance with the attached Agreement;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves the Temporary Access Agreement between the Town of Amherst and KSL Diagnostics Inc. and authorizes the Supervisor to execute the agreement pending successful completion of CRS routing.

12/20/2021
Consent

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

4. Resolution 2021-1106

Memorandum of Understanding (MOU) Between the Town of Amherst and Mensch Capital Partners, LLC CRS #3104

WHEREAS, the Town of Amherst, Bones & Guts LLC and Mensch Capital Partners, LLC previously entered into a Memorandum of Understanding dated July 6, 2020, Town Board RES-2020-579 ("Original MOU"); and

WHEREAS, the Town of Amherst and Mensch Capital Partners, LLC have determined that it is in the best interest of the parties to terminate the Original MOU as relates to the Town of Amherst and Mensch Capital Partners and to enter into a new MOU;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to negotiate and execute an MOU between the Town of Amherst and Mensch Capital Partners, LLC covering the topics reflected in the attached draft, proposed MOU after first obtaining approval of the final MOU from the Town Attorney and Town Board, and after successful completion of the CRS routing process.

12/20/2021
A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion to amend was made by Councilmember Bucki, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Amendment adds the underlined language and the CRS #. 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 2021-1107

Local Pedestrian Safety Action Plan (PSAP) - Change Order No. 1 CRS #3081

We are requesting the Town Board to approve the above referenced Change Order No. 1 which calls for a contract time extension through March 31, 2022. The project is substantially complete, but added time is needed to properly review the improvements and obtain acceptance from NYSDOT. There is no increase in cost associated with this request.

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

Thank you for considering this request.

12/20/2021
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Bucki. A motion to amend was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. Amendment adds the CRS #. 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

2. Resolution 2021-1108

Employee Respirator Physicals-Fit Testing CRS #2980

The Engineering Department-Water Pollution Control Facility Division is currently seeking Town Board approval to authorize the Supervisor to sign the attached agreement with Occustar Workplace Compliance, LLC to perform OSHA/PESH mandated respirator physicals and testing for respirator use compliance. This contract will be valid from date of Town of Amherst Board Approval by the through December 31, 2023.

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

Funds for this request is Town Wide utilizing various accounts.

Thank you for considering this request.

12/20/2021
A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion to amend was made by Deputy Supervisor Berger, seconded by Supervisor Kulpa and unanimously approved 5-0. Amendment adds the CRS #. 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

3. Resolution 2021-1109

Payment Authorization - Evoqua Water Technologies

The Engineering Department-Water Pollution Control Facility Division is currently seeking Town Board approval to authorize the Supervisor to approve payment of invoices 904772390 for $671.41 and 904911534 for $1,404.16, for a combined total of $2,075.57 to Evoqua Water Technologies. These invoices cover critical repairs to the WPCF Lab's De-Ionized Water System while we were waiting to get our current agreement (CRS-CMS #2697-2802) in place. Additionally, Evoqua is the sole provider of the Regenerable Ion Exchange Tanks utilized with the water system and is the only company authorized to perform any service on the exchange tanks.

Funds for this request have been encumbered under G9916-4860.

Thank you for considering this request.

12/20/2021
Consent

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

4. Resolution 2021-1110

Purchase of Carbide Cutter

We are requesting Town Board approval to purchase a carbide cutter and an extra set of teeth from Cloverleaf, Inc. to replace our existing carbide cutter that was damaged this year (quote bid tab is attached). This tool is used to cut through grease and concrete while we are cleaning the Town's sanitary sewers. The total cost for the purchase of the carbide cutter and extra set of teeth will be $8,305.00.

Funding for this purchase is available from budget code G9000-2550 which requires Town Board approval.

12/20/2021
Consent

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

5. Resolution 2021-1111

WPCF Transformer Testing & Repair Service Contract - Change Order #2 Ferguson Electric CRS #3074

We are requesting the Town Board approve the above referenced Change Order, which calls for an increase of eight (8) hours for Bid Item #3 (hourly service rate), and would increase the contract price by $1,320.00. The project's revised contract price will be $80,618.50. This Change Order will cover the costs associated with the Contractor investigating & repairing the tap changers that were not working and the motor starter that was tripping in Structure #33 (Electrical Central Station).

Funding for this request is available account KP1725-4972.

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

May we have your approval to award Ferguson Electric Service Co., Inc. the above referenced Change Order? Thank you for considering this request.

12/20/2021
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Bucki. A motion to amend was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Amendment adds the CRS #. A motion to approve as amended was made by Supervisor Kulpa, seconded by Deputy Supervisor 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

6. Resolution 2021-1112

WPCF Transformer Testing & Repair Service Contract Extension CRS #3073

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Ferguson

Electric Service Co., Inc. The terms and conditions within Town of Amherst Project No. 2019.002G (WPCF: Transformer Testing & Repair Service) shall remain the same. This agreement would only extend Bid Item Nos. 1A, 1B, 3 and 4 from the original contract. Bid Item No. 1A (transformer oil testing and preventive maintenance) would be completed in 2022, and Bid Item No. 1B (transformer oil testing) would be completed in 2023. This extension would run from January 1, 2022 through December 31, 2023.

The annual transformer oil testing and 2-year preventative maintenance is needed on all the transformers at the facility in order to guarantee a fully operational electrical system. This contract will not extend Bid Item No. 2 (transformer repair) and Alternate Bid Item No. 1 (add SCADA communication) because this work was completed in the original contract.

Financial Impact:
Bid Item 1A: $23,200.00
Bid Item 1B: $2,250.00
Bid Item 3: $165.00 per hour x 20 estimated hours = N.T.E. $3,300.00
Bid Item 4: 22% cost plus x estimated $2,500 parts/materials = N.T.E. $3,050.00

Funds for this request are available in G1725-4972

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

Thank you for considering this request.

12/20/2021
A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion to amend was made by Deptuy Supervisor Berger, seconded by Supervisor Kulpa and unanimously approved 5-0. Amendment adds the CRS #. 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

L. FINANCE:

M. HIGHWAY

1. Resolution 2021-1113

Authorize Supervisor to Sign CRS #84 Extension to Piggyback-CARQUEST/ADVANCE AUTO PARTS-CRS #3062

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on Contract #84 for CRS #3062 with the OMNIA PARTNERS/US COMMUNITIES with

CARQUEST/ADVANCE AUTO PARTS for fleet services, parts, products and equipment for the automotive and truck replacement parts, auto-body and paint products, tools and equipment, specialty parts, accessories and service items extension.

The OMNIA PARTNERS/US COMMUNITIES and Carquest/Advance Auto Parts contract number 2017000280 with the City of Charlotte, North Carolina for the period of January 1, 2022 through December 2023.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract that is subject to the Contract Routing System CRS #3062 and approval of the Town Attorney.

12/20/2021
Consent

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

2. Resolution 2021-1114

Authorize Supervisor to Sign GOETZ ENERGY CORP. Fuel Contract - CRS #3080

WHEREAS, GOETZ ENERGY CORPORATION, was one of the winning bidders for the New York State contract for the purchase of Gasoline and Flex Fuel E-85, Group 05600, Award number 23237, Contract number PC#69517 and this contract is open to Political subdivisions; and

NOW, therefore be it resolved, the Town Board authorizes the Supervisor to sign the contract with GOETZ Energy Corporation for the Town of Amherst to piggyback on the NYS - OGS contract from 12/17/2021 through 12/14/2023. This contract is subject to the Contract Routing System (CRS #3080) and the approval of the Town Attorney.

Thank you!

12/20/2021
Consent

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

3. Resolution 2021-1115

Highway Department Back Up Generator Repair and Service Approval - CRS #3084

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the repairs and service contract for the Highway Department backup generator. The contract is between the Town of Amherst and the Southworth-Milton Inc. The repairs and service are required as a result of the quarterly inspection services performed under Resolution #2020-553.

The cost for this repair service is $5,637.66 in 2022 budget. The repairs include replacing the hood tilt actuator, update the louver motors and rewire circuits to new Standards.

This contract is subject to the Contract Routing System (CRS #3084) approval and the approval of the Town Attorney.

12/20/2021
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 2021-1116

HM Insurance Group-Stop Loss Coverage 2022 CRS#3042

BE IT RESOLVED that the Town Board hereby authorizes the Supervisor to sign an agreement with HM Insurance Group for the provision of Stop Loss coverage for calendar year 2022 as detailed on the attached rate proposal, contingent upon successful completion of the Town's contract routing process.

12/20/2021
Consent

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

2. Resolution 2021-1117

Extension of Third Party Administrator Services for Workers' Compensation CRS #3071 (Orig CRS/CMS #898/1280)

BE IT RESOLVED, the Town Board authorizes the Supervisor to sign an extension of the current contract for Third Party Administrators for Workers' Compensation with PMA Management Corp. Subject to successful completion of the contract routing process. This contract will be effective through December 31, 2022.

12/20/2021
Consent

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

3. Resolution 2021-1118

Extended Sick Leave of Absence Without Pay/Youth & Recreation

Please authorize an Extended Sick Leave of Absence Without Pay to Lisa Bianco, Clerk Typist at the Youth & Recreation Department. Effective December 6, 2021 through January 6, 2022.

12/20/2021
Consent

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

4. Resolution 2021-1119

Recreation Attendant - PT / Youth & Recreation (2 Positions)

Recreation Attendant-PT/Youth & Recreation (2 positions), Effective December 21, 2021, Temporary, $12.50 ph, Step 1 for Madeline Moslow and Elyse Crimi.

Filling vacancies in part-time staff from reduced availability.

12/20/2021
Consent

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

5. Resolution 2021-1120

Recreation Attendant - PT / Youth & Recreation

Recreation Attendant - PT / Youth & Recreation, Effective December 21,2021, Temporary, $13.50 ph, Step 1 for Hannah Burns.

Filling a vacant position due to reduced availability of our current part-time staff.

12/20/2021
Consent

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

6. Resolution 2021-1121

Laborer Crew Chief/Youth & Recreation

Please appoint a Laborer Crew Chief to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective December 21, 2021, at an hourly rate of $24.21, Step F for Connor Lennon.

This appointment is a promotion for an employee currently serving as a Laborer in the Youth & Recreation Department and is replacing an employee who resigned.

12/20/2021
Consent

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

7. Resolution 2021-1122

Clerk-PT / Senior Services

Clerk-PT / Senior Center, Effective December 21, 2021, Temporary, $15.79 ph, Step 5 for Christine Luehrsen.

Contingent on completing all pre-employment requirements.

Replacing an employee who resigned.

12/20/2021
Consent

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

O. INFORMATION TECHNOLOGY:

1. Resolution 2021-1123

Authorize Extension to Piggyback Under PEPPM Technology Cooperative Purchasing Program - CRS #3067

WHEREAS, the Information Technology Department currently has a piggyback contract in place with Communications Consulting Inc., for purchasing Sophos and Alcatel-Lucent products under PEPPM Technology Cooperative Purchasing Program Bid #528897 (original CRS/CMS #1666/1901), which expires on December 31, 2021; and

WHEREAS, this contract for Sophos and Alcatel-Lucent products has been extended by PEPPM through December 31, 2022; and

WHEREAS, the Information Technology Department is requesting approval for the extension of the PEPPPM Technology Cooperating purchasing program for Sophos and Alcatel-Lucent products;

NOW, THEREFORE, BE IT RESOLVED, the contract extension term is hereby approved through December 31, 2022; and

BE IT FURTHER RESOLVED, a waiver of insurance is requested due to the fact that Communications Consulting Inc. employees will not be coming on Town property; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract extension with Communications Consulting, Inc.

12/20/2021
Consent

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

P. PLANNING:

1. Resolution 2021-1124

Local Law to Amend the Zoning Map (468 Harding Road, Z-2020-13)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR have been completed and the Town Board issues the attached Negative Declaration, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board does not concur with the findings of the Planning Board as stated in their resolution of May 20, 2021 that the proposed Traditional Single-Family Residential District (TR-3) zoning at 468 Harding Road is inconsistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that the Town Board finds that the proposed Traditional Single-Family Residential District (TR-3) zoning at 468 Harding Road is consistent with the adopted Bicentennial Comprehensive Plan because the proposal provides infill single family residential development, which is consistent in character with the surrounding neighborhood, which is predominantly single family homes.

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 Chapter 203, Section 8-3-6 of the Town Code (Zoning), the Town Board adopts Local Law (#) to amend the Town Zoning map from Residential District Three (R-3) to Traditional Single-Family Residential District (TR-3) subject to the following conditions:

1. That future development of the site be limited to single family detached residential uses.
2. That future development of the site complies with the following dimensional standards as set forth in the R-3 zoning district listed in §203-3-6.3(B) of Town Code:
   a. Principal structure shall have a minimum front setback of 30 feet.
   b. Principal structure shall have a minimum rear yard of 30 feet.
   c. Principal structure shall have a maximum height of 2 stories (up to 35 feet).
   d. Principal structure shall have a maximum building coverage of 35%
   e. Accessory structure(s) shall have a maximum building coverage (including principal structure) of 40%.

12/20/2021

A motion to approve the SEQR Determination was made by Deputy Supervisor Berger, seconded by Councilmember Szukala and approved via Roll Call vote 3-2 (nay, Kulpa & Bucki). A motion to withdraw/rescind the vote of Resolution 2021-569 was made by Deputy Supervisor Berger, seconded by Councilmember Szukala and unanimously approved 5-0. A motion to approve the resolution as written was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and approved via Roll Call vote 3-2 (nay, Kulpa & Bucki).

RESULT:	**ROLL CALL VOTE (ADOPTED) [3 TO 2]**
MOVER:	Jacqualine Berger, Deputy Supervisor
SECONDER:	Shawn Lavin, Councilmember
AYES:	Berger, Lavin, Szukala
NAYS:	Kulpa, Bucki

2. Resolution 2021-1125

To Set a Date for the Second of Two Public Hearings Required by the U.S. Department of Housing and Urban Development for the FY 2022 Community Development Action Plan

WHEREAS, the Town is required to hold at least two public hearings for the 2022 Annual Action Plan encompassing both the Community Development Block Grant and HOME Investment Partnership Program applications; and

WHEREAS, the Town held the first public hearing for the Plan on October 18, 2021, now therefore be it

BE IT RESOLVED, the Town Board of the Town of Amherst hereby sets the second public hearing for the 2022 Annual Action Plan for January 18, 2022.

12/20/2021
Consent

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

Q. POLICE:

1. Resolution 2021-1126

Memorandum of Understanding Use of Amherst Police Department Community Policing and Training Facility United States Secret Service-Buffalo (CRS#3066)

Town Board Agenda Item: December 20, 2021

TO: **Town Board**

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

RE: **Memorandum of Understanding**
Use of Amherst Police Department Community Policing and Training Facility
United States Secret Service-Buffalo (CRS#3066)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached Memorandum of Understanding between the Town of Amherst (Police) and the United States Secret Service-Buffalo with regard to the above-entitled matter. This MOU has successfully completion the Contract Routing System.

Thank you.

SPC: msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: December 20, 2021)**

12/20/2021
Consent

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

2. Resolution 2021-1127

Memorandum of Understanding Use of APD Firearms Range New York State University at Buffalo Police (CRS#3077)

Town Board Agenda Item: December 20, 2021

TO: **Town Board**

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

RE: **Memorandum of Understanding**
Use of APD Firearms Range
New York State University at Buffalo Police (CRS#3077)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached Memorandum of Understanding between the Town of Amherst (Police) and New York State University at Buffalo Police with regard to the above-entitled matter. Approval of this MOU is contingent upon the successful completion of the Contract Routing System.

Thank you.

SPC: msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: December 20, 2021)**

12/20/2021
Consent

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

3. Resolution 2021-1128

Purchase of John Deere Gator LandPro Equipment, LLC (CRS# 3039)

Town Board Agenda Item: December 20, 2021

TO: **Town Board**

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

RE: **Purchase of John Deere Gator**
LandPro Equipment, LLC (CRS# 3039)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute an agreement between the Town of Amherst (Police) and LandPro Equipment, LLC with regard to the above-entitled matter. This agreement has successfully completed the Contract Routing System.

Thank you.

SPC: msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: December 20, 2021)**

12/20/2021
Consent

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

4. Resolution 2021-1129

Delta-Sonic Carwash Systems, Inc. (CRS#3070) Police Car Wash Contract

Town Board Agenda Item: December 20, 2021

TO: **Town Board**

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

RE: **Delta-Sonic Carwash Systems, Inc. (CRS#3070)**
Police Car Wash Contract

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and Delta Sonic Carwash Systems, Inc., 570 Delaware Avenue, Buffalo, New York 14202 with regard to the above-entitled matter. This agreement has successfully completed the Contract Routing Process.

Thank you.

SPC:KB:msl
Attachments
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: December 20, 2021)**

12/20/2021
Consent

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

5. Resolution 2021-1130

Yoga Instruction Yoga Parkside Foundation (CRS# 3043)

Town Board Agenda Item: December 20, 2021

TO: **Town Board**

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

RE: **Yoga Instruction**
Yoga Parkside Foundation (CRS# 3043)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute an agreement between the Town of Amherst (Police) and Yoga Parkside Foundation with regard to the above-entitled matter. This agreement has successfully completed the Contract Routing System.

Thank you.

SPC: msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: December 20, 2021)**

12/20/2021
Consent

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

R. SENIOR SERVICES:

1. Resolution 2021-1131

Fourth Amendment (CRS #3065) 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, 2022.

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 12/07/2021.

12/20/2021
Consent

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

2. Resolution 2021-1132

Class Instructor/Sub-Contractor Commitment Form CRS# 3046

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the Town of Amherst (Dept. of Senior Services) and Sebnem Mekinulov, Music Instructor.

12/20/2021
Consent

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

3. Resolution 2021-1133

Home Delivered Meals - Amherst Meals on Wheels (CRS #3102)

Please adopt a resolution authorizing the Supervisor to execute a contract with Amherst Meals on Wheels upon gaining approval from the Town Attorney as well as completion of the contract routing system.

12/20/2021
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Bucki. A motion to amend was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember 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

S. YOUTH AND RECREATION:

1. Resolution 2021-1134

Travel Authorization

Authorize Eric Guzdek to travel to the 2022 USA Hockey Winter Meeting in Orlando, FL from January 12-17, 2022 at no cost to the Town.

12/20/2021
Consent

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

2. Resolution 2021-1135

2022 Summer Camp Fees

Set fees for 2022 summer day camps as follows:

Elementary camps $175.00
Summer Explorers (middle school) Camp $185.00
Non-residents for both $250.00

This represents a $10.00 increase for residents and is still below market rate for similar programs. Fees were last raised in 2019.

These fees were reviewed and approved by the Amherst Youth Board at its meeting on 12/8/21.

12/20/2021
Consent

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

XIII. UNFINISHED BUSINESS

1. 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.

4/19/2021
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 7:08 PM.

There were no speakers from the public. Supervisor Kulpa moved to Table the public hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was Tabled at 7:09 PM.

RESULT: TABLED (NO VOTE)

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2. Resolution 2021-153

Amend the Audubon Development Plan and the Zoning Map to Reclassify 2160 & 2170 North Forest Road from NCD-SA to NCD-ND

DRAFT RESOLUTION
(2/22/21)

Amend the Audubon Development Plan and the Zoning Map
[2160 & 2170 North Forest Road (NCD); Z-2020-06]

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR have been completed and the Town Board issues the attached Negative Declaration, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of January 21, 2021 that the proposed New Community District - Neighborhood District (NCD-ND) classification at 2160 & 2170 North Forest Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that to the extent the proposed classification is not consistent with the adopted Comprehensive Plan, the plan is hereby amended to be consistent with the proposed classification 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 condition as recommended by the Planning Board:

1. That the petitioner include additional parking spaces beyond the 17 spaces shown on the concept plan at the site plan stage.

2/22/2021

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 7:32 PM.

Sean Hopkins, Esq. presented.

The following speakers addressed the Town Board:
Joseph Hausbeck, 2180 N. Forest Rd. - Spoke in opposition; does not fit the concept of the neighborhood; submitted a letter listing various concerns
Fran Cummings, 2200 N. Forest Rd. - Voiced her concerns; property floods; traffic
Karen Macris, 2230 N. Forest Rd. - Asked questions; concern of dorm-like apartments; dumpster location and noise

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the public hearing to March 8th. The motion was seconded by Councilmember Szukala and unanimously approved 5-0. The public hearing was adjourned at 8:17 PM.

3/8/2021
A motion to adjourn to April 5th was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

4/5/2021
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 7:05 PM.

Sean Hopkins, Esq. presented updated plans.

The following speakers addressed the Town Board:
Fran Cummings, 2200 N. Forest Rd. - Concerned about it being student housing, lighting spillover, flooding and traffic
Joseph Hausbeck, 2180 N. Forest Rd. - Concerned about excavation of the site and the project being too large

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the public hearing to April 19th. The motion was seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was adjourned at 7:34 PM.

4/19/2021
Per Supervisor Kulpa, the Petitioner has requested an adjournment. Supervisor Kulpa then moved to Adjourn to May 3rd, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The hearing was adjourned at 7:09 PM.

5/03/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was opened at 7:09 PM.

Sean Hopkins, Esq. presented updated plans.

The following speaker addressed the Town Board:
Fran Cummings, 2200 N. Forest Rd. - Voiced her continued concerns regarding flooding, student housing in their senior citizen community

There were no further speakers from the public, therefore Supervisor Kulpa moved to close

the public hearing, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was closed at 7:29 PM.

1/18/2022
A motion was made by Supervisor Kulpa to remove from Unfinished Business, seconded by Councilmember Bucki and unanimously approved 5-0.

A motion was made by Supervisor Kulpa to schedule a public hearing for the February 28th Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

RESULT:	**TABLED (NO VOTE)**	**Next: 1/18/2022 7:00 PM**

3. Resolution 2021-678

10060 & 10090 Transit Road Rezoning

DRAFT RESOLUTION
(August 9, 2021)

Adoption of Local Law to Amend the Zoning Map
(10060 & 10090 Transit Road & Z-2019-06)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR have been completed and the Town Board issues the attached Negative Declaration, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of June 24, 2021 that the proposed Center 2.5 District (CTR-2.5), Multifamily Residential District Five (MFR-5) and Residential District Three (R-3) zoning at 10060 & 10090 Transit Road 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:

1. An agricultural data statement be provided with any application for development as required by Erie County Department of Environment and Planning (ECDEP).

2. That the subject area be removed from Agricultural District 17 - Amherst prior to submittal of any application for site development as required by ECDEP.

3. As required by New York State Department of Transportation (NYSDOT) a revised Traffic Impact Study (TIS) be provided with any application for development.

4. That the Petitioner address concerns of the New York State Department of Transportation (NYSDOT) during future development review.

8/09/2021

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was opened at 7:16 PM.

Jeffery Palumbo, Esq. presented and answered questions from the Board.

The following speakers addressed the Town Board:
Matt Fitzgerald, Esq., Phillips Lytle LLP, spoke in opposition on behalf of the Ransom Oaks Community Corp. and their several concerns
Colleen Bogdan, 108 Summershade Ct. - Questioned detailed reports that are not included or signed off by Engineer; Spot rezoning; not consistent with neighborhood; the neighborhood is opposed
Steve Massaro, 1116 Smith Rd. - Flooding problems; grossly oversized project; traffic
William Klein, 28 Oak Hill Ct. - Water tables; traffic on Smith; cut through on Ruby Lane.; home values
Colleen Daumen, 418 Glen Oak Dr. - Additional stress of traffic, water, sewage & to fire departments
Rick Mullaney, 25 Honey Suckle Way - Voiced his concerns

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the public hearing until Sept. 13th, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was adjourned at 8:04 PM.

9/13/2021

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 7:25 PM.

Jeffery Palumbo, Esq. presented and answered questions from the Board.

There were no speakers from the public, therefore Supervisor Kulpa moved to adjourn the public hearing and set a decision date for October 18th. The motion was seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was adjourned at 7:30 PM.

10/18/2021

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was opened at 7:03 PM.

Jeffery Palumbo, Esq. provided an update and answered questions from the Board.

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 7:05 PM.

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

XIV. COMMUNICATIONS

1. Communication 2021-112

Request for Public Hearing

Request from Sean W. Hopkins, Esq. to schedule a public hearing to amend the zoning classification of 3325 Millersport Highway from GB to MFR-5 & R-3 and portion of 3275 Millersport Highway from R-3 to MFR-5.

This hearing has been set for January 18th.

12/20/2021
Consent

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

2. Communication 2021-113

Request for Public Hearing

Request from James A. Boglioli, Esq. to schedule a public hearing to rezone 1501-1551 Niagara Falls Boulevard from CTR-5 to DC-3.

This hearing has been set for the first Town Board meeting in February.

12/20/2021
Consent

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

3. Communication 2021-114

Comments Regarding 1789 Dodge Road Property

The attached communication is from a resident(s) regarding the rezoning of 1789 Dodge Road.

12/20/2021
Referred to Planning, Building & Town Attorney.

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

4. Communication 2021-115

Supplemental Summons and Amended Verified Complaint: Bank of America, N.A. Vs. Town of Amherst Et Al.

12/20/2021
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 2021-116

Notice of Claim: Serena Donahue and Mark Donahue Vs. Town of Amherst

12/20/2021
Referred to Town Attorney.

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

XV. PUBLIC IMPROVEMENT PERMITS

1. Resolution 2021-1136

PIP 3091 - Fairwood Estates - Sanitary Sewer

This is to certify that the referenced sanitary sewer construction has been completed in accordance with plans and specifications, and we recommend that the same be accepted.

A Maintenance Bond for a period of two (2) years in the amount of $27,323.76, representing 25% of the cost of construction has been forwarded to the Town Clerk.

12/20/2021
Consent

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

2. Resolution 2021-1137

PIP 3092 - Fairwood Estates - Waterline

This is to certify that the referenced waterline construction has been completed in accordance with plans and specifications, and we recommend that the same be accepted.

A Maintenance Bond for a period of two (2) years in the amount of $44,774.50, representing 25% of the cost of construction has been forwarded to the Town Clerk.

12/20/2021
Consent

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

3. Resolution 2021-1138

PIP 3093 - Fairwood Estates - Storm Sewer

This is to certify that the referenced storm sewer construction has been completed in accordance with plans and specifications, and we recommend that the same be accepted.

A Maintenance Bond for a period of two (2) years in the amount of $38,194.14, representing 25% of the cost of construction has been forwarded to the Town Clerk.

12/20/2021
Consent

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

4. Resolution 2021-1139

PIP 3094 - Fairwood Estates - Paving & Curbing

This is to certify that the referenced paving and curbing construction has been completed in accordance with plans and specifications, and we recommend that the same be accepted.

A Maintenance Bond for a period of two (2) years in the amount of $58,078.50, representing 25% of the cost of construction has been forwarded to the Town Clerk.

12/20/2021
Consent

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

XVI. SUSPENSION OF RULES

Supervisor Kulpa moved to open Suspension of Rules to bring forth 3 unlisted items. The motion was seconded by Deputy Supersvisor Berger and unanimously approved 5-0. Suspension of Rules was opened at 9:29 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 9:33 PM.

1. Resolution 2021-1140

Lawley Insurance Proposal/Binder ($680,193) (CRS #3093)

SUSPENSION ITEM - DECEMBER 20th, 2021 TOWN BOARD MEETING

TO: **Town Board**

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

DATE: **December 16, 2021**

RE: **Lawley Insurance Proposal/Binder ($680,193) (CRS #3093)**
****Total Includes Broker Fee In Lieu of Commission - $55,000****
*******BROKER FEE IS NOT PAID UP FRONT IN FULL AS REFERENCED IN QUOTE. IT IS PAID IN QUARTERLY INSTALLMENTS, THE FIRST OF WHICH IS DUE WHEN FEE FOR INSURANCE BINDER IS ISSUED, THE AMOUNT OF WHICH IS $13,750.00.***

- **Property - Travelers ($217,558 ($216,890 + $668 (Fire)) (CRS #3094)**
- **Excess A - HCC ($149,869) (CRS #3096)**
- **Excess B - Allied World Assurance ($85,860) (CRS #3097)**
- **Excess Workers Comp - Safety National ($167,387) (CRS #3095)**
- **Crime - Travelers ($4,519) (CRS #3098)**

Kindly adopt a resolution:

(1) Authorizing the Supervisor to bind insurance coverage in the amounts outlined above and more fully detailed in the attached documents; and

(2) Authorizing the Supervisor to execute all related contracts and insurance binders

with respect to the specific coverages pending successful completion of the CRS.

Thank you.

SJS:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(*w/attachments,* **Suspension Item - December 20, 2021 Town Board Meeting**)
Lynda Juul, Director of Finance (*w/attachments*)
Daryl Bramer, Comptroller (*w/attachments*)

12/20/2021
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and unanimously approved 5-0.

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

2. Resolution 2021-1141

Cyber Insurance Policy - Cowbell Insurance (CRS #3103)

SUSPENSION ITEM - DECEMBER 20th, 2021 TOWN BOARD MEETING

TO: **Town Board**

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

DATE: **December 19, 2021**

RE: **Cyber Insurance Policy - Cowbell Insurance ($83,708.14) (CRS #3103)**

Kindly adopt a resolution:

(1) Authorizing the Supervisor to bind insurance coverage in the amounts outlined above and more fully detailed in the attached documents; and

(2) Authorizing the Supervisor to execute all related contracts and insurance binders with respect to the specific coverages pending successful completion of the CRS.

Thank you.

SJS:nmb
Attachments
c: Tim Koller, Deputy Town Clerk

(*w/attachments,* **Suspension Item - December 20, 2021 Town Board Meeting**)
Lynda Juul, Director of Finance (*w/attachments*)
Daryl Bramer, Comptroller (*w/attachments*)

12/20/2021
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and unanimously approved 5-0.

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

3. Resolution 2021-1142

Conflict Waiver - Hodgson Russ, LLP (CRS #3105)

SUSPENSION ITEM : DECEMBER 20th, 2021 TOWN BOARD MEETING

TO: **Town Board**

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

DATE: **December 20, 2021**

RE: **Conflict Waiver - Hodgson Russ, LLP (CRS #3105)**
Their Client - Modern Disposal Services, Inc.
Contract Negotiations With Town of Amherst

Kindly adopt a resolution authorizing the Supervisor to execute the attached letter relative to agreeing that there is no objection to Hodgson Russ, LLP's representation of Modern Disposal Services, Inc. in connection with its contract negotiations with the Town of Amherst pending successful completion of the Contract Routing System.

Thank you.

SJS:nmb:hs
Attachment
c: Kathy Cooper, Deputy Town Clerk
(*w/attachment,* **Suspension Item - Town Board Agenda - December 20, 2021**)
Jeffrey Swiatek, Esq.
(*w/o attachment*, Via E-Mail - jswiatek@hodgsonruss.com)

12/20/2021
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

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 9:33 PM.

The following speakers addressed the Town Board:
Don Smith, 201 N Long St - more public input needed regarding the proposed Amherst Central Park, talks and deals happening behind the scenes
Mary Shapiro, 16 Royalwoods Ct - used executive session illegally

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Bucki and unanimously approved 5-0. Public Expression was closed at 9:37 PM.

XVIII. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Councilmember Bucki and unanimously approved 5-0. The Town Board meeting of December 20, 2021 was adjourned at 9:37 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25030 **RESOLUTION 2021-1030** **DECISION DATE**

4252 - 4258 Ridge Lea Road Amendment to the Bicentennial Comprehensive Plan

Adoption of Resolution to Amend the Bicentennial Comprehensive Plan
4252-4258 Ridge Lea Road (BCPA-2021-01)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR are completed, as the Town Board completed a SEQR review for the Boulevard Central District planning area, which included a Final Environmental Impact Statement was adopted on January 6, 2020, and be it further

RESOLVED, that the subject area is within the aforementioned Boulevard Central District planning area, and has been determined to be consistent with the findings statement adopted on January 6, 2020, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of September 23, 2021, that the proposed Amendment to the Bicentennial Comprehensive Plan for 4252-4258 Ridge Lea Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 11.6 of the Bicentennial Comprehensive Plan the Town Board amends the Bicentennial Comprehensive Plan to allow industrial/office use on the subject property.

11/22/2021
A motion to open the public hearing was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and unanimously approved 4-0. The public hearing was opened at 7:21 PM.

Attorney James Boglioli, Benderson Development, presented.

The following speakers addressed the Town Board and voiced their opposition and concern's:
William Kleis & Geri DiCosmo, 378 Meyer Rd
Kenneth Holt, 370 Meyer Rd
Sheila Goldberg & Jill Mack, 306 Meyer Rd
John Goscinski, 105 Hilton Blvd
Bob Stockdale, 300 Maynard Dr
Eugene Sibick, 34 Wik St
Merri Debany, 4243 Sheridan Dr

There were no further speakers therefore, Deputy Supervisor Berger moved to adjourn the

public hearing until December 20th, seconded by Councilmember Bucki and unanimously approved 4-0. The public hearing was adjourned at 8:05 PM.

12/20/2021

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was opened at 7:09 PM.

Attorney James Boglioli, was present and answered questions.

The following speakers addressed the Town Board and voiced their opposition, questions and concern's:
William Kleis & Geri DiCosmo, 378 Meyer Rd
Don Smith, 201 N Long St
Sheila Goldberg, 306 Meyer Rd
Dan Rider, 38 Garden Pkwy
Susan Holt, 370 Meyer Rd
Mary Shapiro, 16 Royalwoods Ct

As there were no further speakers from the public, Councilmember Szukala motioned to adjourn the public hearing and set a decision date for January 18. The motion was seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was adjourned at 7:48 PM.

1/18/2022

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 7:15 PM.

Supervisor Kulpa presented a brief overview of the request before the Board and showed pictures.

Attorney James Boglioli, was present and answered questions.

The following speakers addressed the Town Board and voiced their opposition:
William Kleis & Geri DiCosmo, 378 Meyer Rd
Sheila Goldberg, 306 Meyer Rd
Susan & Ken Holt, 370 Meyer Rd

As there were no further speakers from the public, Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:41 PM.

A motion to readopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via roll call 4-1 (nay, Bucki).

A motion to adopt the resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via roll call 4-1 (nay, Bucki).

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 1/18/2022 7:00 PM**
MOVER:	Michael Szukala, Councilmember	
SECONDER:	Deborah Bruch Bucki, Councilmember	
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala	

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Di

Town Board Agenda of November 22, 2021

November 12, 2021

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

Subject: Request to Amend the Bicentennial Comprehensive Plan for 14.8± acres of land from Commercial Mixed Use/Suburban Center to Industrial Office use; property located at 4252-4258 Ridge Lea Road, Benderson Development Company, Petitioner. BCPA-2021-01.

Honorable Members:

The subject area is a 14.8 ± acre triangle-shaped parcel located southwest of the I-290 along the east side of North Bailey Avenue. The site is connected to the former UB-Ridge Lea campus complex to the east, and north of existing single family residential houses on Meyer Road. The property contains three existing office/warehousing buildings totaling 65,161± sf with consistent uses permitted in the RD zoning district which this area was previously zoned. The subject area is located within the Boulevard Central District. Ridge Lea Road/North Bailey Avenue are designated as collectors as depicted in Figure 9 of the Bicentennial Comprehensive Plan.

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

The purpose of this request is to amend the Comprehensive Plan to allow the petitioner to apply for a rezoning of 14.8± acres of land to the Research & Development (RD) zoning district. The concept plan shows a 108,000± sf warehouse building and to connect the proposed warehouse to the existing southerly 21,736 sf office/warehouse building with a 3,000 sf building addition, including new parking, utilities, drainage and landscaping.

History of previous rezoning requests:

- Z-1997-09 The Town Board rezoned a portion of the subject site from OB to RD on July 7, 1997 with the following conditions:
    1. That debris on the parcel is removed to the satisfaction of the Commissioner of Building prior to the issuance of any building permits for building not under construction at the time the zoning is finalized.

continued...

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

2. That a 30 ft. landscaped buffer be provided and maintained along the south property line adjacent to residential development.
3. That no access be permitted to Meyer Road.
4. That no billboards be permitted.

- Z-2020-08 The Town Board rezoned the subject site and other properties in the area from GB, OB, SC, CF, MFR-5, R-4, RD & R-3 to CTR-5 & CTR-8 on December 14, 2020 as part of the Boulevard Central District.

The Planning Board offers the following findings consistent with Figure 6, Figure 6A, and Figure 33 of the Comprehensive Plan.

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

The proposed development of a warehouse/manufacturing building project is currently not consistent with the new mixed use zoning district recently assigned to the property. The Center – 8 (CTR-8) zoning district is intended to create "new, walkable mixed-use places with human-scaled internal streets in locations that are near 290 or otherwise appropriate for the Town's tallest new buildings…" In addition, "The Center 8 District is intended to provide for a variety of retail, service and commercial uses, as well as multi-family residences or offices."

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The proposed amendment to the Comprehensive Plan is consistent with the existing uses in the subject area and the adjoining properties.

ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the proposed rezoning are available and adequate at the subject location. This is a Type I action, in accordance with 6NYCRR, Part 617 and Local Law #3-82, as amended, the Town Board completed a SEQR, and that the subject request be approved based on the attached resolution. The subject site plan is within the aforementioned Boulevard Central District planning area, and has been determined to be consistent with the findings statement adopted on January 6, 2020, therefore, the requirements of SEQR are complete and that the subject proposal is not expected to have a significant adverse effect on the environment.

SUITABILITY FOR PROPOSED USE

The proposed development of a warehouse/manufacturing building project is consistent with the allowed uses under Research and Development (RD) zoning district. The property currently consists of 3 small warehouse buildings and associated parking and the proposed development will include warehousing and light manufacturing uses. The proposed development will expand the existing building space and parking on the remainder of the site thus maximizing the area previously designated for R&D in the Bicentennial Comprehensive Plan. The new development will round out the RD uses at the project site and fit in with the surrounding RD development.

continued…

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

Honorable Town Board

Amendment to the Bicentennail Comprehensive Plan;
property located at 4252-4258 Ridge Lea Road
Agenda of November 22, 2021

RECOMMENDATION

The Planning Board recommends that your Honorable Body concur with the Planning Board's findings relative to SEQR, and that the subject request be approved based on the attached resolution.

Very truly yours,

for. Daniel C. Howard, AICP
Planning Director

DH/RR /ac
Att.
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\BCPA-2021-01_(4252-4258 Ridge Lea Road)_2021\BCPA-2021-01 Town Board Letter 112221.docx
cc: Stanley Sliwa, Town Attorney

Planning Board Approval: September 23, 2021
Ayes 6; Noes 0; Abstain 1 (Chmiel)

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

DRAFT RESOLUTION
(November 22, 2021)

Adoption of Resolution to Amend the Bicentennial Comprehensive Plan
4252-4258 Ridge Lea Road (BCPA-2021-01)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR are completed, as the Town Board completed a SEQR review for the Boulevard Central District planning area, which included a Final Environmental Impact Statement was adopted on January 6, 2020, and be it further

RESOLVED, that the subject area is within the aforementioned Boulevard Central District planning area, and has been determined to be consistent with the findings statement adopted on January 6, 2020, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of September 23, 2021, that the proposed Amendment to the Bicentennial Comprehensive Plan for 4252-4258 Ridge Lea Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 11.6 of the Bicentennial Comprehensive Plan the Town Board amends the Bicentennial Comprehensive Plan to allow industrial/office use on the subject property.

X:\Current_Planning\Files\Bicentennail Comp Plan Amends\BCPA-2021-01_(4252-4258 Ridge Lea Road)_2021\BCPA-2021-01 Town Board Letter 112221.docx

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

TOWN OF AMHERST
PLANNING BOARD
BICENTENNIAL COMPREHENSIVE PLAN
BCPA-2021-01

PETITIONER

Benderson Development Company LLC
570 Delaware Avenue
Buffalo, NY 14202

PROPERTY LOCATION

4252-4258 Ridge Lea Road (BCD)

OCT 01 '21 AM 0758 RCVD

WHEREAS the Town of Amherst Planning Board on Thursday, September 23, 2021 held a remote public hearing on the proposed amendment to the Bicentennial Comprehensive Plan, and

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

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

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

A. The proposed request is generally consistent with the Zoning Ordinance and with the following sections of the Comprehensive Plan:
   - Section 3.3.4 which sets forth criteria for new industrial uses in the Town that are outside traditional industrial parks: "direct access to major transportation routes, location away from residential neighborhoods, and large tracts of land that allow for coordinated development of a park with ancillary uses that can be buffered from surrounding areas."
   - Policy 3-9: "Advance the redevelopment and revitalization of underutilized, obsolete, and vacant properties for economically viable uses."

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

C. While the proposal is not compatible with the present zoning the proposed use is compatible with nearby properties and with the character of the neighborhood.

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

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

F. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act may be waived since hydric/potentially hydric soils have not been identified on the parcel.

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

TOWN OF AMHERST
PLANNING BOARD
BICENTENNIAL COMPREHENSIVE PLAN
BCPA-2021-01

PETITIONER

Benderson Development Company LLC

PROPERTY LOCATION

4252-4258 Ridge Lea Road (BCD)

OCT 01 '21 AM 9:56 RCVD

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

NOW THEREFORE BE IT RESOLVED that the Planning Board recommends to the Town Board in accordance with Section 272-a4 of New York State Town Law, that the Comprehensive Plan Amendment request be approved.

The foregoing resolution was adopted by the Town of Amherst Planning Board, September 23, 2021; moved by Giuliani; seconded by Gilmour; ayes 6; noes 0; Abstain 1 (Chmiel).

Robert J. Gilmour, Chair

9-30-21.
Date

RR/bf
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\BCPA-2021-01_(4252-4258 Ridge Lea Road)_2021\BCPA-2021-01_Resolution_092321.docx

cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
James Boglioli, Benderson Development Co. LLC, 570 Delaware Ave., Buffalo, NY 14202

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

TOWN OF AMHERST PLANNING DEPARTMENT

Comprehensive Plan And Zoning Text Amendment Application

File # BCPA-2021-01

1. Amend Comprehensive Plan ☒
2. Zoning Code Text Amendment ☒
3. Other ☐ _____

PETITIONER:

- ☒ Town Board
- ☒ Planning Board
- ☐ Zoning Board of Appeals
- ☐ Commissioner of Building
- ☐ Planning Director

Sections Proposed to be Amended: (Attach sheets as necessary.)

Figure 3 at page 3-4_____
Figure 6 at page 3-30_____
Figure 6-A at page 3-37_____
_____

Description of Amendments: (Attached sheets as necessary.)

Figure 3 at page 3-4: Change the subject property from the "New Community District" designation to "Industrial."
Figure 6 at page 3-30: On the Conceptual Land Use Plan change the subject property from Commercial/Mixed use to Industrial/Office.
Figure 6-A at page 3-37: Remove the subject property from the Suburban Center designation.
Add a discussion to 3.3.4 Office and Industrial that this site has historically been zoned RD and that the continued use and redevelopment of this property with uses consistent with the RD district is desirable due to its location to the I-290.

Materials Received by Planning Department

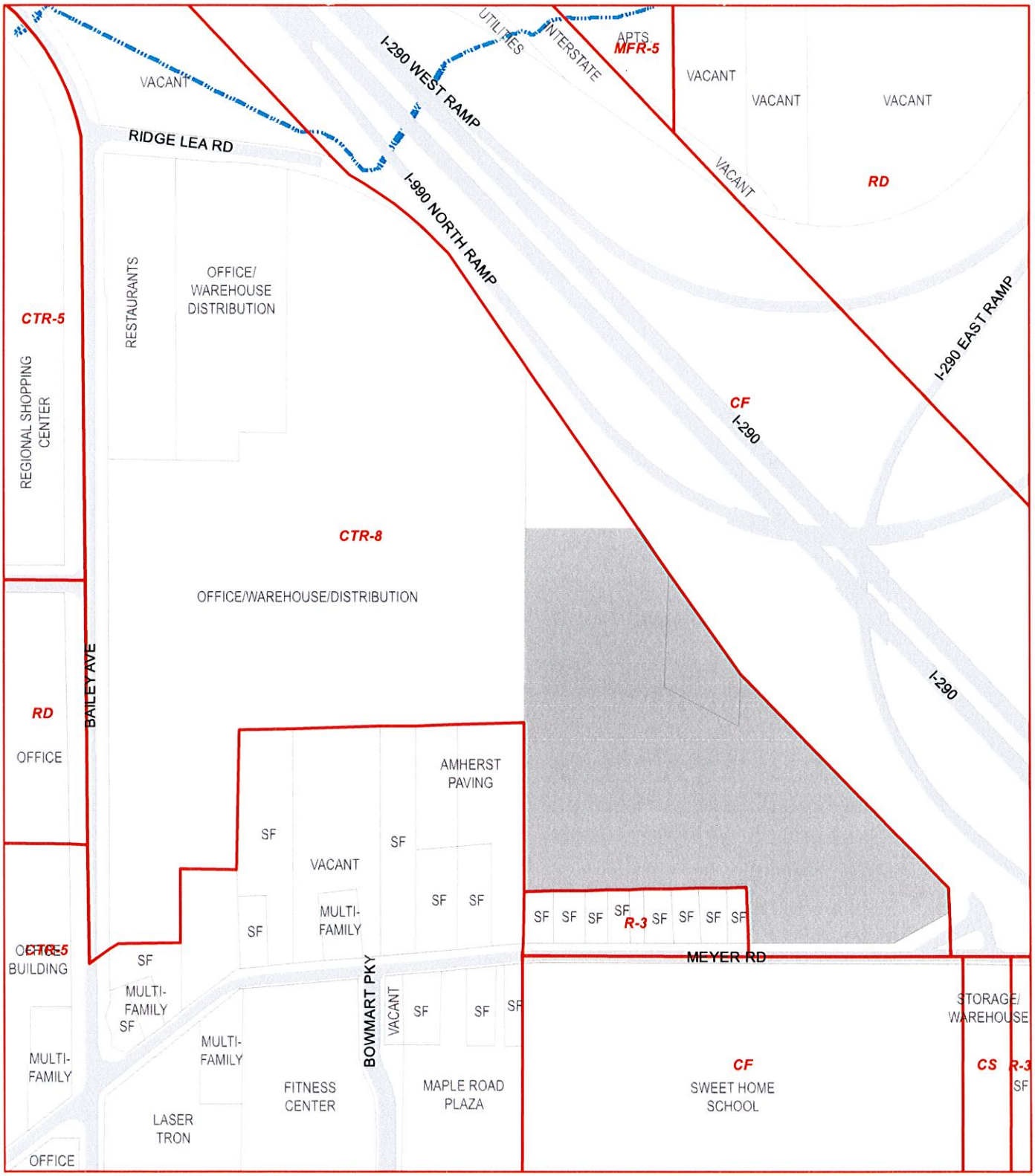
RECEIVED BY _____ 8/23/21 DATE

Materials Filed with Town Clerk

ACCEPTED BY _____ DATE

P/Currplan/Application Comp Plan & Zoning Text Amend.

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)



BCPA-2021-01

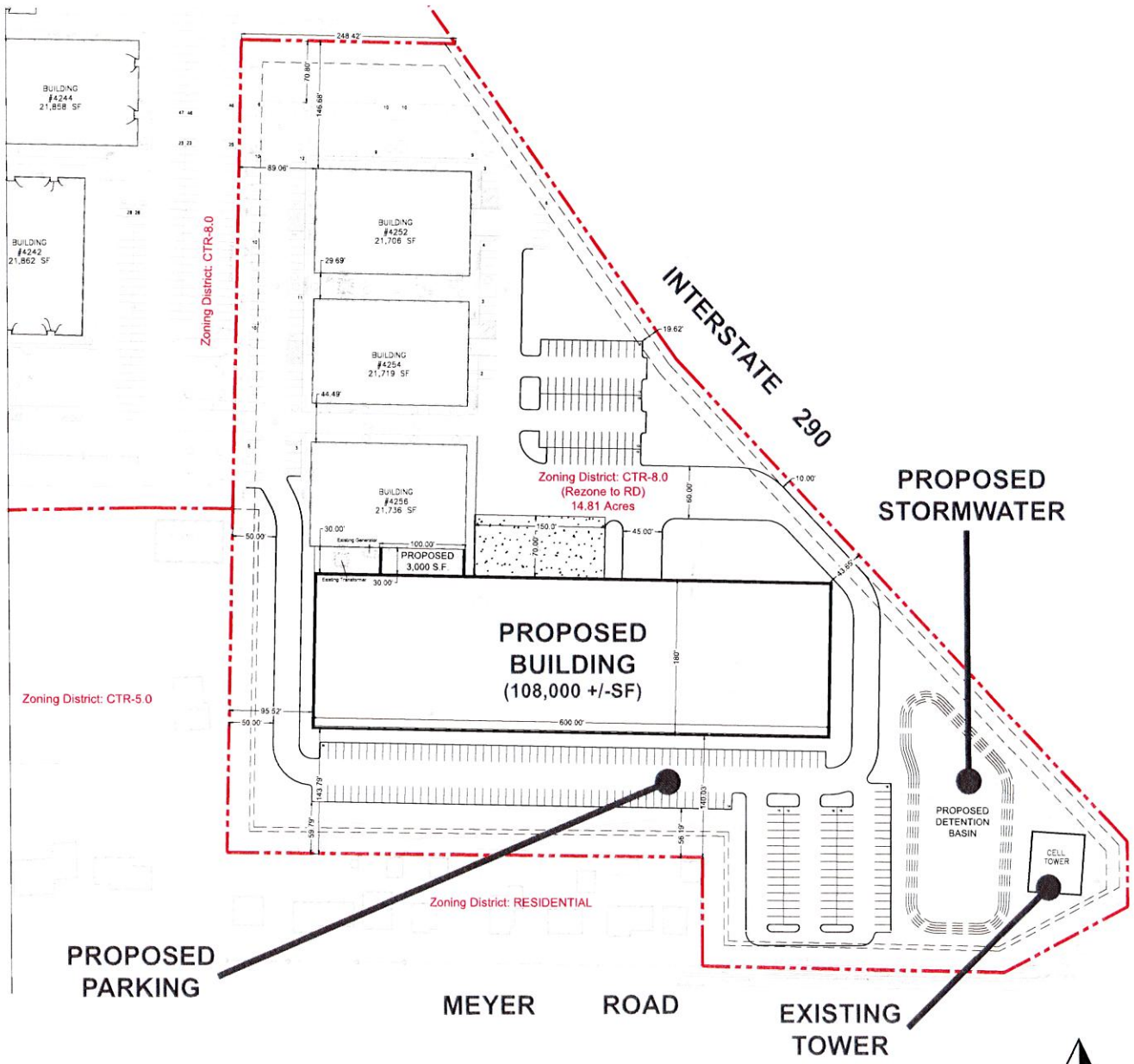
Request to Amend the Comprehensive Plan
Property Located at 4252-4258 Ridge Lea Road (portion)
(*BCD*)
Benderson Development Company, LLC, Petitioner

September 23, 2021

4252-4258 Ridge Lea Road (Portion)

Prepared by the Town of Amherst Planning Department

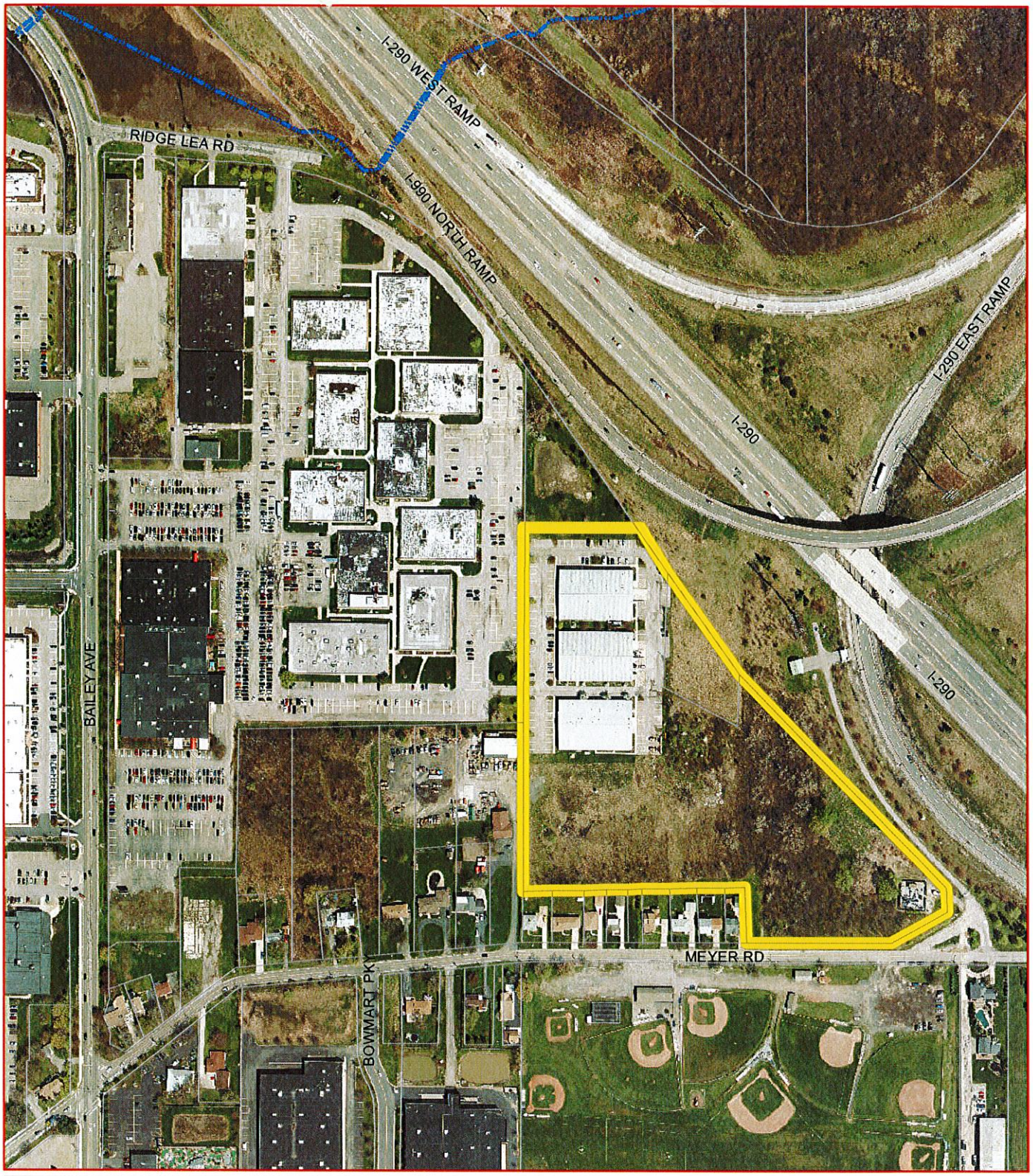
Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)



CONCEPT PLAN

Z-2021-07
4252-4256 Ridge Lea Road
Received: 8/23/21

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)



BCPA-2021-01

Request to Amend the Comprehensive Plan
Property Located at 4252-4258 Ridge Lea Road (portion)
(*BCD*)
Benderson Development Company, LLC, Petitioner

September 23, 2021

4252-4258 Ridge Lea Road

Prepared by the Town of Amherst Planning Department

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

EXISTING COMPREHENSIVE PLAN FIGURE 6

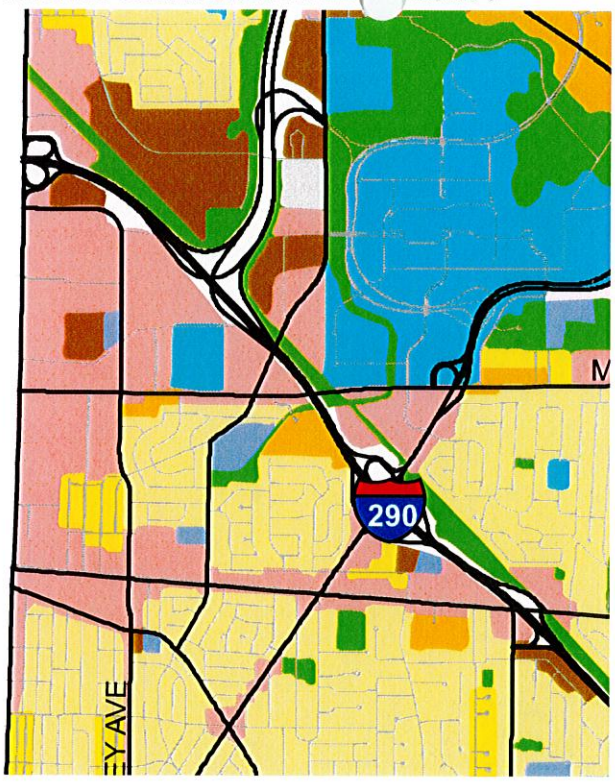


FIGURE 6 - LAND USE PLAN EXISTING

4252-4258 Ridge Lea Road (Portion)

EXISTING COMPREHENSIVE PLAN FIGURE

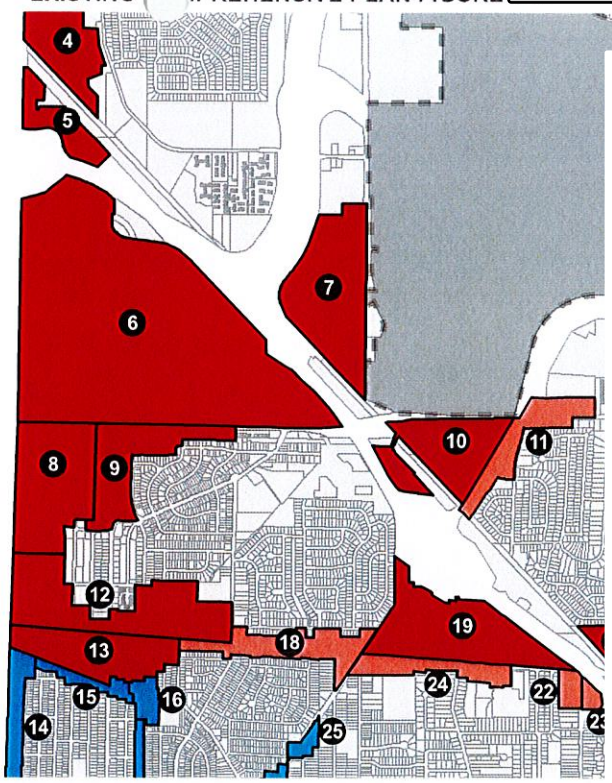


FIGURE 6A - MIXED-USE EXISTING

4252-4258 Ridge Lea Road (Portion)

PROPOSED COMPREHENSIVE PLAN FIGURE 6

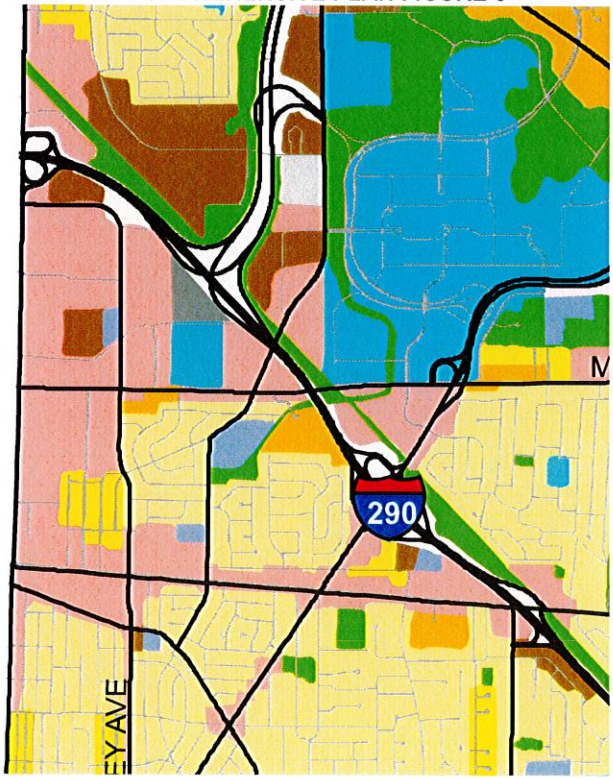


FIGURE 6 - LAND USE PLAN PROPOSED

4252-4258 Ridge Lea Road (Portion)

PROPOSED COMPREHENSIVE PLAN FIGURE 6-A

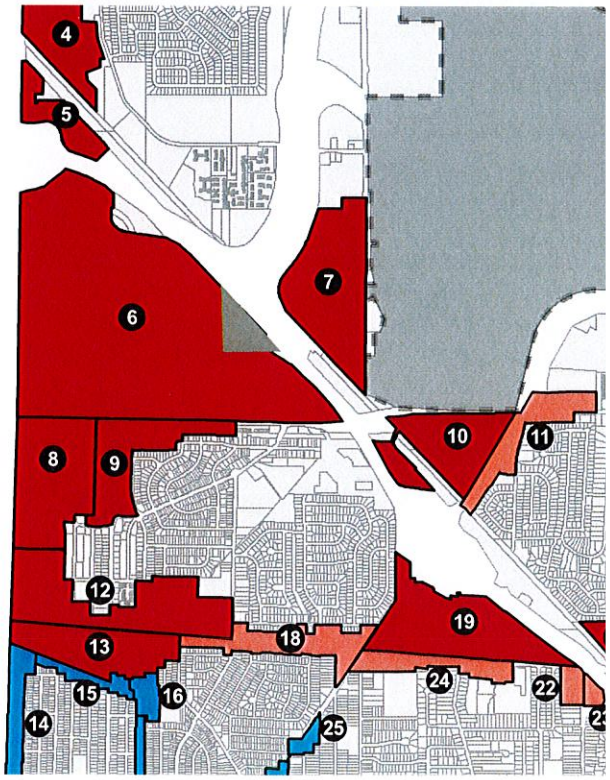


FIGURE 6A - MIXED-USE PROPOSED

4252-4258 Ridge Lea Road (Portion)

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

Amherst

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

RECEIVED
SEP 29 2021
TOWN ATTORNEY

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

MEMORANDUM September 27, 2021

~~TO~~ FROM:

Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent adempoulos@amherst.ny.us
Integrated Review Coordinator, ECDEP
Edward Rutkowski, SEQR Review Coordinator, NYSDOT

RECEIVED
OCT 04 2021
TOWN OF AMHERST
PLANNING DEPT.

TO: ~~FROM~~: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO REZONE 12.54± ACRES OF LAND FROM **CTR-8** TO **RD, Z-2021-07**; PROPERTY LOCATED AT **4252-4258 RIDGE LEA ROAD (BCD)**. BENDERSON DEVELOPMENT COMPANY LLC, PETITIONER.

REVISED ZONING MAP & LEGAL DESCRIPTION:
Received September 21, 2021

REVIEW:

Do you agree with all statements made? Yes.

If you do not, briefly state why: _____

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

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

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

Signature: _____ **Date:** 9/30/21

DU/RR/ac
X:\Current_Planning\Files\Rezonings\2021\Z-2021-07_(4252-4258_Ridge_Lea_Rd)_2021\Z-20121-07_Rev_Transmittal_092721.doc
cc: Benderson Development Co. LLC, 570 Delaware Ave., Buffalo, NY 14202

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

Amherst

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

RECEIVED
OCT 01 2021
TOWN OF AMHERST
PLANNING DEPT.

RECEIVED
SEP 30 2021
TOWN ATTORNEY

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

MEMORANDUM September 27, 2021

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent ademopoulos@amherst.ny.us
Integrated Review Coordinator, ECDEP
Edward Rutkowski, SEQR Review Coordinator, NYSDOT

10/1/21 ✓

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO REZONE 12.54± ACRES OF LAND FROM **CTR-8** TO **RD, Z-2021-07**; PROPERTY LOCATED AT **4252-4258 RIDGE LEA ROAD (BCD)**. BENDERSON DEVELOPMENT COMPANY LLC, PETITIONER.

REVISED ZONING MAP & LEGAL DESCRIPTION:
Received September 21, 2021

REVIEW:

Do you agree with all statements made? Yes, agree with all statements made.

If you do not, briefly state why: N/A

General comments relative to your agency interests: N/A

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

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

Signature: _____ **Date:** 10/1/21

DU/RR/ac
X:\Current_Planning\Files\Rezonings\2021\Z-2021-07_(4252-4258_Ridge_Lea_Rd)_2021\Z-20121-07_Rev_Transmittal_092721.doc
cc: Benderson Development Co. LLC, 570 Delaware Ave., Buffalo, NY 14202

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

BCPA-2021-1030
7-2021

RECEIVED
SEP 29 2021
TOWN OF AMHERST
PLANNING DEPT.

TOWN OF AMHERST

TRAFFIC SAFETY BOARD

MUNICIPAL BUILDING – 5583 MAIN STREET, WILLIAMSVILLE, NEW YORK 14221
TRAFFIC SAFETY COORDINATOR - TELEPHONE 631-7154 - FAX 631-7222

MICHAEL SZUKALA
Councilmember & Liaison Officer

ERIC FRAAS
Chairman

DANIEL J. RIDER, P.E.
Vice Chairman

CHRISTOPHER P. SCHREGEL
Traffic Safety Coordinator

MEMBERS

MICHELLE NAGEL
KENNETH A. SMITH
J. MICHNIEWICZ, P.E., P.T.O.E.
MARK STORCH
MAXWELL KAHN
KEVIN CANTWELL
KRISTIN GOSS
GREGORY DIONNE

DEPT. LIAISONS

THOMAS VOIGHT
Planning

CAPTAIN KEVIN BROWN
Police

JOE FRESE
Building

ALAN SPOTH
Highway

Memorandum

September 28, 2021

TO: Patrick G. Lucey – Highway Superintendent

FROM: Christopher P. Schregel – Traffic Safety Coordinator

RE: Bailey baseline data collection - Speed and Volume Count Request

May the Highway Department place single counters at all the location indicated on the attached map in a manner to collect vehicles in bot directions?

Please forward results to my office upon completion. Thank you in advance.

CPS/sd
cc: Al Spoth, Highway Department
Dan Howard, Planning Department

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

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

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

MEMORANDUM

August 23, 2021

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Edward Rutkowski, SEQR Review Coordinator, NYSDOT

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

SUBJECT: REQUEST TO AMEND THE COMPREHENSIVE PLAN AND TO REZONE 14.8± ACRES OF LAND FROM **CTR-8** TO **RD, BCPA-2021-01** & **Z-2021-07**; PROPERTY LOCATED AT **4252-4258 RIDGE LEA ROAD (BDC)**. BENDERSON DEVELOPMENT COMPANY LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? YES

If you do not, briefly state why: _____

General comments relative to your agency interests: A VEGETATIVE BUFFER SHOULD BE MAINTAINED AND ENHANCED ALONG THE NORTH LINE OF THE 8 EXISTING DWELLINGS ALONG MEYER ROAD WHICH ABUT THE SUBJECT PROJECT, AS WELL AS THE EAST LINE OF 390 MEYER R

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

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

Signature: DJ Ulatowski DANIEL J ULATOWSKI **Date:** 9/16/2021

DU/RR/ac
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\BCPA-2021-01_(4252-4258 Ridge Lea Road)_2021\BCPA-2021-01_Transmittal_082321.doc
cc: Scott Marshall, Principal Planner

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

Amherst

Town of Amherst Planning Department — Erie County, New York

RECEIVED
SEP 01 2021
TOWN OF AMHERST
PLANNING DEPT.

Brian J. Kulp
Supervisor
Daniel C. Howard,
Planning Direc
Daniel J. Ulatowski
Assistant Planning I

MEMORANDUM August 23, 2021

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Edward Rutkowski, SEQR Review Coordinator, NYSDOT

TO: Dan Ulatowski
From: Dave Marrano
Date 8/24/21

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

SUBJECT: REQUEST TO AMEND THE COMPREHENSIVE PLAN AND TO REZONE 14.8± ACRES OF LAND FROM **CTR-8** TO **RD**, **BCPA-2021-01** & **Z-2021-07**; PROPERTY LOCATED AT **4252-4258 RIDGE LEA ROAD (BDC)**. BENDERSON DEVELOPMENT COMPANY LLC, PETITIONER.

cc: C. Wall Fran.

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: N/A

General comments relative to your agency interests: Assessor's Office has No issue w/ Rezone and Amendm

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

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

Signature: _____ **Date:** 8/24/21

DU/RR/ac
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\BCPA-2021-01_(4252-4258 Ridge Lea Road)_2021\BCPA-2021-01_Transmittal_082321.doc
cc: Scott Marshall, Principal Planner

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

Amherst

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

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

RECEIVED
AUG 31 2021
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

August 23, 2021

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Edward Rutkowski, SEQR Review Coordinator, NYSDOT

RECEIVED
AUG 25 2021
TOWN OF AMHERST
BUILDING DEPT

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

SUBJECT: REQUEST TO AMEND THE COMPREHENSIVE PLAN AND TO REZONE 14.8± ACRES OF LAND FROM **CTR-8** TO **RD**, **BCPA-2021-01** & **Z-2021-07**; PROPERTY LOCATED AT **4252-4258 RIDGE LEA ROAD (BDC)**. BENDERSON DEVELOPMENT COMPANY LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes.

If you do not, briefly state why: _____

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

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

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

Signature: Doug Gesel **Date:** 31 Aug 2021

DU/RR/ac
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\BCPA-2021-01_(4252-4258 Ridge Lea Road)_2021\BCPA-2021-01_Transmittal_082321.doc
cc: Scott Marshall, Principal Planner

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

Amherst
Town of Amherst Planning Department

950098
Erie County, New York

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

MEMORANDUM

August 23, 2021

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Edward Rutkowski, SEQR Review Coordinator, NYSDOT

RECEIVED
AUG 31 2021
TOWN OF AMHERST
PLANNING DEPT.

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

SUBJECT: REQUEST TO AMEND THE COMPREHENSIVE PLAN AND TO REZONE 14.8± ACRES OF LAND FROM **CTR-8** TO **RD, BCPA-2021-01** & **Z-2021-07**; PROPERTY LOCATED AT **4252-4258 RIDGE LEA ROAD (BDC)**. BENDERSON DEVELOPMENT COMPANY LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? YES.

If you do not, briefly state why: _____

General comments relative to your agency interests: NONE

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

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

Signature: _____ **Date:** 8/30/21

DU/RR/ac
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\BCPA-2021-01_(4252-4258 Ridge Lea Road)_2021\BCPA-2021-01_Transmittal_082321.doc
cc: Scott Marshall, Principal Planner

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

Amherst

950098

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

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

MEMORANDUM August 23, 2021

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Edward Rutkowski, SEQR Review Coordinator, NYSDOT

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

SUBJECT: REQUEST TO AMEND THE COMPREHENSIVE PLAN AND TO REZONE 14.8± ACRES OF LAND FROM **CTR-8** TO **RD**, **BCPA-2021-01** & **Z-2021-07**; PROPERTY LOCATED AT **4252-4258 RIDGE LEA ROAD (BDC)**. BENDERSON DEVELOPMENT COMPANY LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes.

If you do not, briefly state why: _____

General comments relative to your agency interests: None @ This Time.

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

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

Signature: C. Schregel **Date:** 8/27/21

DU/RR/ac
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\BCPA-2021-01_(4252-4258 Ridge Lea Road)_2021\BCPA-2021-01_Transmittal_082321.doc
cc: Scott Marshall, Principal Planner

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

Fadel, Bryan

From: Ulatowski, Daniel
Sent: Thursday, August 26, 2021 4:27 PM
To: Marshall, Scott; Voigt, Thomas J.; Roberta Rappoccio
Cc: Fadel, Bryan
Subject: FW: 4224 - 4256 Ridge Lea Rd rezoning T. Amherst
Attachments: 4224-4256 Ridge Lea Rd T. Amherst.pdf; 4224-4256 Ridge Lea Rd T. Amherst p1 and p2.pdf

NYSDOT Review attached

From: Hayes, Ron (DOT) <Ron.Hayes@dot.ny.gov>
Sent: Thursday, August 26, 2021 3:44 PM
To: Ulatowski, Daniel <dulatowski@amherst.ny.us>
Cc: Rutkowski, Edward (DOT) <Edward.Rutkowski@dot.ny.gov>; Smith, Douglas K (DOT) <Douglas.Smith@dot.ny.gov>
Subject: 4224 - 4256 Ridge Lea Rd rezoning T. Amherst

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

New York State Department of Transportation (NYSDOT) reviewed the information submitted for the subject project and has the following comments:

- NYSDOT concurs with the Town of Amherst acting as Lead Agency.
- The proposed project will not have a significant impact to traffic on the State Highway System.
- Based upon the Site Plan submitted, it does not appear that any proposed work is located within the State Highway Right-of-Way (ROW). However, if any proposed work is located within the State Highway Right-of-Way then a NYSDOT Highway Work Permit will be required.

Please do not hesitate to contact me if you have any questions or concerns.

Thank you,

Ron Hayes

Ronald J. Hayes
Planning and Program Management

New York Department of Transportation
100 Seneca Street, Buffalo, NY 14203

(716) 847-3381 I (518) 810-9951 cell
Ron.Hayes@dot.ny.gov www.dot.ny.gov

NEW YORK Department of Transportation

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

PETITION to **STOP** the PROPOSED CONSTRUCTION of a DELTA SONIC SOAP FACTORY IMMEDIATELY BEHIND MEYER RD RESIDENCES

We the undersigned homeowners and residents of Meyer Rd vehemently oppose this project!!

Our goals in stopping this factory include but are not limited to:

1. Preserving our property values
2. Preserving our quality of life
3. Preserving what is currently one of the few remaining wildlife habitats in our area

Our concerns related to this project include but are not limited to:

1. Health impact from hazardous chemicals
2. Light Pollution
3. Noise Pollution
4. Air Pollution
5. Traffic
6. Crime
7. Rats

RECEIVED
SEP 17 2021
TOWN OF AMHERST
PLANNING DEPT.

	Printed Name.	Address.	Signature
1	Russell Molloy	370 Meyer	
2	Rosemary Larkin	350 Meyer Rd	14526
3	Jean Marie Rentz	330 Meyer Rd	14226
4	David Rentz	330 Meyer Rd	
5	Gordon C. Kemp	290 MEYER	
6	Debra Kaiser	254 Meyer Rd	D. Kaiser
7	Maida Helming	246 Meyer Rd	Maida Helming
8	Todd Helmings	246 Meyer Rd	
9	Sheila Goldberg	306 Meyer	Sheila Goldberg
10	William M Everett	325 MEYER RD	WILLIAM M EVERETT
11	Dan + Kim Kowalik	382 Meyer Rd.	Amherst N.Y.
12	Della Guy	362 meyer Rd	Amherst Ny
13	John Duggan	331 Meyer Rd	John Duggan

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

		Name.	Address.	Signature
	14	Anthony Casey	390 Meyer Rd	Anthony Casey
	15	Melvin Taylor	354 Meyer Rd	
	16	Pamela Taylor	354 Meyer Rd	P. Taylor
	17	Diane Vatel	260 MEYER Rd.	
CAR	18	Brooke Hicks	307 Reist st.	
CAR	19	Christa Hicks	62 Mahogany Dr	
CAR	20	Josh Hicks	62 Mahogany Dr	
CAR	21	Colleen Stockdale	300 maynard Dr.	
CAR	22	Kaitlyn Silla	483 Emerson Dr.	K.
CAR	23	Nick DiCosmo	483 Emerson Dr.	N.
CAR	24	Jeremiah Hicks	307 Reist St	
CAR	25	Robert Stockdale	300 Maynard Dr	
	26	Elizabeth Hughes	390 Meyer Rd	Elizabeth Hughes
	27	Susan Holt	370 Meyer Rd	Susan Holt
	28	KENNETH C HOLT	370 MEYER RD	Kenneth C Holt
	29	WILLIAM D KLEIS	378 MEYER RD	
	30	Geri DiCosmo	378 Meyer Rd	
	31			
	32			
	33			
	34			
	35			

CAR - concerned Amherst resident

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

Meyer Road Residents and Homeowners

Town of Amherst Planning Board
5583 Main Street
Williamsville, NY 14221



September 13, 2021

To Whom it May Concern:

With regard to preventing the planned construction of a factory on the property located at 4252-4258 Ridge Lea Rd that is directly behind our homes on Meyer Road. The Meyer Road homeowners (your neighbors) hope that you will read and give your full consideration to our concerns as if it were your property being affected.

We strenuously object to the location of this factory behind our homes for these reasons:

- Property Devaluation
- Health Implications
- Light Pollution
- Air Pollution
- Noise Pollution
- Water Pollution
- Rats
- Crime
- Traffic
- Annihilation of the habitat and wildlife

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We are sorely disappointed in the lack of consideration that has been given to us as long term taxpayers and homeowners of this Amherst neighborhood in that a factory is even being considered so close to our residences.

Please show us that our town will keep its residents best interests in mind when determining the best use for properties within our boundaries and set limits on what developers will be allowed to inflict on their neighbors.

We invite you to come visit and see first hand the adverse impact this will have on our neighborhood.

Sincerely,

Diane Vitel

Signature

Address. 260 MEYER RD
AMHERST, NY 14226

Date 9/18/21

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

RECEIVED
SEP 21 2021
TOWN OF AMHERST
PLANNING DEPT.

Meyer Road Residents and Homeowners

Town of Amherst Planning Board
5583 Main Street
Williamsville, NY 14221

September 13, 2021

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Sincerely,

Bonnie Siegel

Signature

290 Meyer Road Amherst, NY 14226

Address.

Date 9/19/21

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RECEIVED
SEP 21 2021
TOWN OF AMHERST
PLANNING DEPT.

Meyer Road Residents and Homeowners

Town of Amherst Planning Board
5583 Main Street
Williamsville, NY 14221

September 13, 2021

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Sincerely,

Signature

GORDON C. KEMP

Address. 290 MEYER RD
AMHERST NY
14226

Date 9-21-21

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RECEIVED
SEP 21 2021
TOWN OF AMHERST
PLANNING DEPT.

Meyer Road Residents and Homeowners

Town of Amherst Planning Board
5583 Main Street
Williamsville, NY 14221

September 13, 2021

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Sincerely,

Sheila Goldberg

Signature

Sheila Goldberg

Address.

306 Meyer Rd

Date

9/15/21

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

RECEIVED
SEP 29 2021
TOWN OF AMHERST
PLANNING DEPT.

Meyer Road Residents and Homeowners

Town of Amherst Planning Board
5583 Main Street
Williamsville, NY 14221

September 13, 2021

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Sincerely,

Julie M Sykes Julie Sykes

Signature

Robert C Sykes Robert Sykes

Address.

310 Meyer Rd
Amherst Wy 14226

Date 9-27-21

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

Meyer Road Residents and Homeowners

RECEIVED
SEP 16 2021
TOWN OF AMHERST
PLANNING DEPT.

Town of Amherst Planning Board
5583 Main Street
Williamsville, NY 14221

September 13, 202

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Sincerely,

CAROLYN H. EVERETT

Signature

Carolyn H. Everett

Address.
325 MEYER RD
AMHERST, NY 14226

Date
9/13/21

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

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Town of Amherst Planning Board
5583 Main Street
Williamsville, NY 14221

September 13, 2021

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Sincerely,

Rosemary LaDuca

Signature

350 Mayer Rd. Buff. NY 14226

Address.

Date Sept 13, 2021

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

Meyer Road Residents and Homeowners

Town of Amherst Planning Board
5583 Main Street
Williamsville, NY 14221

September 13, 2021

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Sincerely,

Melvin L - Taylor JR

Signature

Address. 354 Meyer Rd
Amherst, NY 14226

Date 9/20/21

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

RECEIVED
SEP 21 2021
TOWN OF AMHERST
PLANNING DEPT.

Meyer Road Residents and Homeowners

Town of Amherst Planning Board
5583 Main Street
Williamsville, NY 14221

September 13, 2021

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Sincerely,

Della Diaz-Hailey

Signature Della Diaz-Hailey

Address. 362 Mulgar Rd Amherst, NY 14226 Date

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Meyer Road Residents and Homeowners

Town of Amherst Planning Board
5583 Main Street
Williamsville, NY 14221

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SEP 17 2021
TOWN OF AMHERST
PLANNING DEPT.

September 13, 2021

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Sincerely,

Susan Holt

Signature

Susan Holt 9/17/21

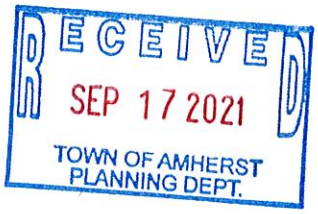
Address. Date

340 Meyer Rd
Amherst, NY 14226

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Meyer Road Residents and Homeowners

Town of Amherst Planning Board
5583 Main Street
Williamsville, NY 14221



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Sincerely,

KENNETH C HOLT

Signature

Kenneth C Holt

Address.

[illegible] MEYER RD

Date 9-17-2021

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

RECEIVED
SEP 16 2021
TOWN OF AMHERST
PLANNING DEPT.

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5583 Main Street
Williamsville, NY 14221

September 13, 2021

To Whom it May Concern:

With regard to preventing the planned construction of a factory on the property located at 4252-4258 Ridge Lea Rd that is directly behind our homes on Meyer Road. The Meyer Road homeowners (your neighbors) hope that you will read and give your full consideration to our concerns as if it were your property being affected.

We strenuously object to the location of this factory behind our homes for these reasons:

- Property Devaluation
- Health Implications
- Light Pollution
- Air Pollution
- Noise Pollution
- Water Pollution
- Rats
- Crime
- Traffic
- Annihilation of the habitat and wildlife

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

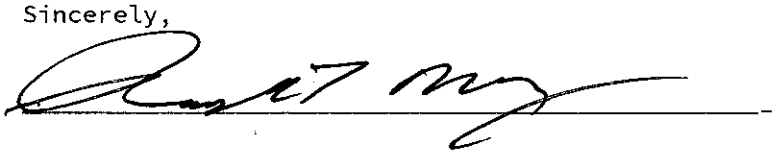
We currently endure increased traffic and on street parking during the May through September Mel Ott season due to insufficient parking space in the Mel Ott parking lot. Now we will be asked to have our homes be located between the factory parking lot which would border our back yard and the Mel Ott over-parking in our front yard making us feel like we live in a used car lot and further devalue our properties. Perhaps they would consider purchasing properties adjacent to Mel Ott, freeing up a larger portion of their land for development.

We are sorely disappointed in the lack of consideration that has been given to us as long term taxpayers and homeowners of this Amherst neighborhood in that a factory is even being considered so close to our residences.

Please show us that our town will keep its residents best interests in mind when determining the best use for properties within our boundaries and set limits on what developers will be allowed to inflict on their neighbors.

We invite you to come visit and see first hand the adverse impact this will have on our neighborhood.

Sincerely,



Signature

374 Meyer 9-14-2021

Address. Date

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

Meyer Road Residents and Homeowners

Town of Amherst Planning Board
5583 Main Street
Williamsville, NY 14221

RECEIVED
SEP 17 2021
TOWN OF AMHERST
PLANNING DEPT.

September 13, 2021

Robert J Gilmour:

With regard to the attached petition to stop the planned construction of a factory on the property located at 4252- 4258 Ridge Lea that is directly behind our homes on Meyer Road. The Meyer Road homeowners (your neighbors) hope that you will read and give your full consideration to our concerns as if it were your property being affected.

We strenuously object to the location of this factory behind our homes for these reasons:

- Property Devaluation
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Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

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Sincerely,

Signature

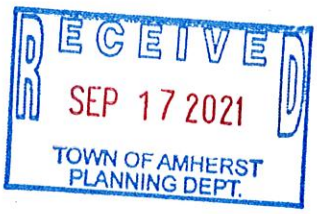
378 MEYER RD AMHERST 9-17-21

Address. Date

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

Meyer Road Residents and Homeowners

Town of Amherst Planning Board
5583 Main Street
Williamsville, NY 14221



September 13, 2021

Robert J Gilmour:

With regard to the attached petition to stop the planned construction of a factory on the property located at 4252- 4258 Ridge Lea that is directly behind our homes on Meyer Road. The Meyer Road homeowners (your neighbors) hope that you will read and give your full consideration to our concerns as if it were your property being affected.

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- Health Implications
- Light Pollution
- Air Pollution
- Noise Pollution
- Water Pollution
- Rats
- Crime
- Traffic
- Annihilation of the habitat and wildlife

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

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We invite you to come visit and see first hand the adverse impact this will have on our neighborhood.

Sincerely,

Signature

378 Meyer Rd 9/17/21

Address. Date

Attached please find the aforementioned petition and a detailed description of our concerns.

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

Town of Amherst, NY
Office of the Assessor
David C. Marrano SCA Assessor

5583 Main Street
Williamsville, New York 14221
Phone: (716) 631-7038
www.amherst.ny.us
dmarrano@amherst.ny.us

RECEIVED
OCT 01 2021
TOWN OF AMHERST
PLANNING DEPT.

Memorandum

October 4, 2021

To: Francina Spoth, Town Clerk
Re: Petition – 4252-4258 Ridge Lea Road

The protest petition for 4252-4258 Ridge Lea Road has **not** been signed by the required property owners of one of Zoning Ordinance section XXI, Article 2. The Super Majority calculations are based on three tests:

1. 20% or more of the owners signed a petition
2. 20% of the AREA surround said rezoning within 100 feet has signed a petition
3. 20% of the AREA within 100 feet directly across the street from said rezoning has signed a petition

Should you have questions, please feel free to contact me.

Cheryl E. Walfrand
Senior Real Property Appraiser

cc: Emily Murphy
Assessor

Attachment: BCPA-2021 TB letter 112221 (RES-2021-1030 : 4252 - 4258 Ridge Lea Road)

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25078 **RESOLUTION 2021-1073** **ADOPTED**

Stop Sign Configuration - Intersection of Cranburne Lane and Delamere Road

A public hearing to change the stop sign configuration at the intersection of Cranburne Lane and Delamere Road making it a single-stop intersection.

> "The T-intersection of Cranburne Lane and Delamere Road is hereby designated as a single-stop intersection with the stop sign installed at the southwest corner stopping Cranburne Lane traffic and the remaining stop signs on Delamere Road at Cranburne Lane removed."

12/20/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was opened at 7:49 PM.

Christopher Schregel, Traffic Safety Liaison, presented.

The following speakers addressed the Town Board:
Stan Sliwa, 166 Cranburne Ln - prefer a 4 way stop
Pam Hoffman, 118 Delamere Rd - spoke in support
Susan Konkel, 117 Delamere Rd - spoke in support

There were no further 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 8:01 PM.

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

FINANCIAL IMPACT:

n/a

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: 12/20/21 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25080 **RESOLUTION 2021-1074** **ADOPTED**

Local Law Amending Chapter 166 Sec. 3 Snow Plow Permit Application Procedure; Fee

Public Hearing with respect to a Local Law Amending Chapter 166 Sec. 3 Snow Plow Permit Application Procedure; Fee.

12/20/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was opened at 8:02 PM.

Joanne Schultz, Town Clerk's Office, 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 8:04 PM.

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

FINANCIAL IMPACT:

Increase in revenue

RESULT:	**ADOPTED [UNANIMOUS]**
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 166 of The Code Of The Town of Amherst, Snowplowing

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 166 of the Code of The Town of Amherst, Snowplowing."

Section 2. Purpose

The purpose of this Local Law shall be to amend §166-3 of the Code of the Town of Amherst with respect to snowplowing permits.

Section 3.

Chapter 166-3 of the Code of the Town of Amherst shall be amended as follows:

§166-3 Application Procedure: Fee.

A. Application for such permit shall be made to the Town Clerk by the owner of the vehicle, in writing, upon forms to be furnished by said Town Clerk, which shall contain the owner's name and address, the vehicle identification number, the New York State license number attached thereto and such additional information as the Town Clerk shall require. The Town Clerk may require such documents and information as may be reasonably necessary to verify the facts stated in such application. ~~The applicant shall, at the time of the filing of his application, pay a permit fee of fifteen ($15.00) for each vehicle~~. The applicant shall, at the time of the filing of the application pay a non-refundable permit fee of ($40.00) for each vehicle. The permit fee can be amended from time to time by resolution of the Town

Attachment: Amended Local Law Chpt. 166 sec. 3 (RES-2021-1074 : Local Law Amending Chapter 166 Sec. 3 Snow Plow Permit Application

Board of Amherst. ~~If such application or applications shall be approved by the Town Board, a permit or permits shall be issued by the Town Clerk to the applicant~~. The applications shall be approved by the Town Clerk's Office. In the event that the Town Clerk denies a permit application, the applicant shall have the right to appeal the denial to the Town Board. Such permit shall be valid for the period commencing September 1st and expiring the next August 31st and shall be in such form as the Town Clerk shall prescribe. Any permit previously issued for the ~~2011-2012~~ 2021-2022 season shall be extended to ~~August 31, 2012~~ August 2022. Such permit shall not be transferable to another owner.

A list of all of the permitted snowplowing company vehicles that have been issued permits shall be listed on the Town of Amherst's website.

Section 4. Effective Date

This Local Law shall take effect immediately when it is filed in the Office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and published pursuant to Sections 130 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, State of New York

Attachment: Amended Local Law Chpt. 166 sec. 3 (RES-2021-1074 : Local Law Amending Chapter 166 Sec. 3 Snow Plow Permit Application

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25079 **RESOLUTION 2021-1075** **ADJOURNED**

Local Law Amending Chapter 5 of the Code of the Town of Amherst - Establishment of Design Advisory Board

Public Hearing with respect to a Local Law Amending Chapter 5 of the Code of the Town of Amherst - Establishment of Design Advisory Board.

12/20/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was opened at 8:05 PM.

Stan Sliwa, Town Attorney, presented.

The following speakers addressed the Town Board:
Mary Shapiro, 16 Royal Woods Ct - report to the Planning Board first and be part of the public record
Don Smith, 201 N Long St - Planning Board should receive report first

As there were no further speakers from the public, Supervisor Kulpa motioned to adjourn the public hearing, seconded by Councilmember Szukala and unanimously approved 5-0. The public hearing was adjourned at 8:21 PM.

1/18/2022
A motion to withdraw was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 1/18/2022 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Michael Szukala, Councilmember	
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 5 of the Code of the Town of Amherst, Design Advisory Board

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 5 of the Code of the Town of Amherst, Design Advisory Board."

Section 2. Purpose.

The purpose of this Local Law shall be to amend Chapter 5 of the Code of the Town of Amherst that established the Design Advisory Board by adding a requirement for submission of its annual report to the Town Board.

Section 3.

Chapter 5 of the Code of the Town of Amherst is hereby amended to add a new section, specifically VIII, as follows:

I. DESIGN ADVISORY BOARD

1. The members of the Design Advisory Board shall be appointed by the Town Board.
2. The Design Advisory Board shall consist of five (5) members who shall serve without compensation and as now constituted shall continue in office until the expiration of their present term. Thereafter, their successors shall be appointed for terms of five (5) years.
3. At least one member must be a Planning Board member who will also act as the Board Chair. At least one member of such Board shall be a professional architect licensed to practice in the State of New York.
4. All members of the Design Advisory Board shall be residents of the Town of Amherst and qualified by reason of training or experience in art, architecture, community planning, land development, real estate, or landscape architecture.

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

Attachment: draft LL (RES-2021-1075 : Local Law Amending Chapter 5 of the Code of the Town of Amherst - Design Advisory Board)

5. If a vacancy shall occur otherwise than by expiration of term, it shall be filled by the Town Board for the unexpired term. The Town Board shall have the power to remove any member of the Design Advisory Board for cause and after public hearing.
6. The Planning Director shall designate a member of the Planning Department staff to act as the Clerk to the Design Advisory Board.
7. The Planning Director shall designate a Planning Department staff person to act as liaison to the Design Advisory Board.
8. Membership on the Design Advisory Board is limited to two consecutive full terms.

II. POWERS AND DUTIES

Review Authority: The Design Advisory Board shall be responsible for reviewing and making recommendations to the Planning Board regarding the following:

- Major Site Plan Applications
- Minor site plan applications as referred by the Planning Director

III. MEETINGS/NOTICE

1. Meetings of the Design Advisory Board shall be held monthly, or at the call of the Chair.
2. All meetings of the Design Advisory Board shall be held at Town Offices and shall be open to the public
3. Notice of the meetings shall be posted on the Town website.
4. The Design Advisory Board shall keep minutes of its proceedings, and shall keep records of its findings and other official actions.
5. Three (3) members of the Design Advisory Board shall constitute a quorum for the transaction of business.
6. Member training(s) shall be held from time to time.

IV. REFERENCE TO GUIDELINES AND STANDARDS IN THE REVIEW

See Town of Amherst Design Guidelines –Mixed Use

V. ADMINISTRATION AND ENFORCEMENT

1. DESIGN ADVISORY BOARD APPLICATION PROCESS

A. **Pre-Application Conference**:
Before submitting an application for design review approval, **each petitioner shall schedule a pre-application conference with the Planning Department** to

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

Attachment: draft LL (RES-2021-1075 : Local Law Amending Chapter 5 of the Code of the Town of Amherst - Design Advisory Board)

discuss the procedures, standards and regulations for design review approval in **accordance with the standards and design guidelines of the Zoning Ordinance**.

B. **Application Requirements**. The following requirements shall apply to all applications for Design review.

1) **Who May Submit Applications**
Applications shall be accepted only from persons having the legal authority to submit such applications (owners or lessees of property, persons who have contracted to purchase property contingent upon their ability to acquire the necessary approval under the Zoning Ordinance, or persons with written authorization from the owner).

2) **Forms.**
Application forms shall be available from the Planning Department. The content of such application forms shall be determined by the Planning Director and may be amended from time to time.

3) **Acceptance of Applications for Review.**
An application will be accepted for review when it contains all information necessary to determine whether or not the design as proposed will comply with all the requirements of the standards and guidelines, as determined by the Planning Director.

4) **Meeting Notice**.
At least 5 days prior to the meeting date, the Town shall post notice, via the Town's website, of the meeting agenda. These notice provisions are non-jurisdictional. Failure to provide notice or failure of the notice to provide the information called for shall not affect the validity of any action taken by the Design Advisory Board, Planning Board and Town Board.

C. **Application Requirements.**
The following information shall be submitted as part of the formal application for Design Advisory Board review.

1. Application form with checklist, including all necessary documentation
2. Project description, including a narrative addressing the following factors:
   a. Potential effects on neighborhood character
   b. How the project shall enhance the public space

Aerial views; photographs

~~Strikethrough~~ = Deleted language; <u>Underline</u> = Added language

Attachment: draft LL (RES-2021-1075 : Local Law Amending Chapter 5 of the Code of the Town of Amherst - Design Advisory Board)

4. Site Plan
5. Elevations and cross sections
6. Renderings and floor plans
7. Manufacturer samples of exterior colors, materials, roofing, window and door design
8. Sign concepts and locations

D. Action by the Design Advisory Board

1. The Design Advisory Board shall review the petition and evaluate the application. The Design Advisory Board shall schedule a meeting and give notice via the Town's website.

2. Within 10 days following the close of the meeting, the Design Advisory Board shall furnish to the Planning Board and petitioner its findings that:
   a. The application is generally consistent with the design standards, guidelines and purpose of the Zoning Ordinance, and approval is recommended;
   b. The application is recommended for approval with modification(s); or,
   c. The application is inconsistent with the design standards, guidelines and purpose of the Zoning Ordinance and the Board recommends disapproval.

3. The Design Advisory Board may include in a favorable report a recommendation that conditions be included as a part of any resolution approving the application.

4. 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.

VI. NOTICE OF DECISION

1. The decision of the Design Advisory Board shall immediately be filed in the Building and Planning Departments and the Town Clerk's Office. All decisions shall be public record.

2. The Design Advisory Board shall recommend to approve, approve with modification(s) or disapprove an application to the Planning Board; provided that,

Attachment: draft LL (RES-2021-1075 : Local Law Amending Chapter 5 of the Code of the Town of Amherst - Design Advisory Board)

prior to disapproval, the applicant has been afforded an opportunity to confer upon suggestions for any change(s) to the proposed action.

3. Approval of any application hereunder shall be by a majority of the Design Advisory Board members.

VII. APPLICABILITY OF DESIGN REVIEW

Application of the standards is required for any development as follows:

1 All major site plan applications in the following Specific Zoning Districts: Traditional Infill 2.5 (TI-2.5); Traditional Infill 4 (TI-4); Center 2.5 (CTR-2.5); Center 5 (CTR-5); Center 8 (CTR-8); Deep Corridor 5 (DC-5) and Shallow Corridor 3 (SC-3) and any other minor site plans as determined by the Planning Director.

2. Minor changes as defined below are exempt from this Section:
   - Ordinary maintenance and repair, including in-kind replacement of windows and doors**;** and siding if less than 25% of the existing exterior surface. (Replacement of or use of materials with types allowed in the District is encouraged.)

3. The Planning Department may send referrals to the Design Review Board.

VIII. ANNUAL REPORTS

The Design Advisory Board shall prepare a report of its activities and progress for each year with the same to be submitted to the Town Board for its Annual Reorganization Meeting which is held at the first meeting in January each year.

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

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

Attachment: draft LL (RES-2021-1075 : Local Law Amending Chapter 5 of the Code of the Town of Amherst - Design Advisory Board)

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Councilmembers
Initiated by: **Jacqualine Berger**
Co-Sponsored by:

DOC ID: 25065 **RESOLUTION 2021-1032** **ROLL CALL VOTE (ADOPTED)**

Adoption of Local Law to Amend the Zoning Map (10060 & 10090 Transit Road & Z-2019-06)

BE IT RESOLVED, the attached is an amended Town Board letter regarding the request to rezone 29.21± acres of land from Suburban Agriculture District (SA) and Motor Service District (MS) to Center 2.5 District (CTR-2.5), Multifamily Residential District Five (MFR-5) and Residential District Three (R-3); property located at 10060 & 10090 Transit Road. Forbes Capretto Homes, Petitioner. (Z-2019-06); and

BE IT FURTHER RESOLVED, the letter be filed with the Amherst Town Clerk and added to the file regarding property located at 10060 & 10090 Transit Road.

11/22/2021
A motion to adjourn to the December 20th meeting was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and unanimously approved 4-0.

12/20/2021
A motion to adopt the SEQR Determination was made by Deputy Supervisor Berger, seconded by Councilmember Szukala and approved via Roll Call vote 4-1 (nay, Bucki). A motion to accept the amended letter was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via Roll Call vote 4-1 (nay, Bucki).

FINANCIAL IMPACT:

None.

RESULT:	**ROLL CALL VOTE (ADOPTED) [4 TO 1]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Lavin, Szukala
NAYS:	Bucki

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Dir

AMENDED
Town Board Agenda of November 22, 2021

November 16, 2021

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

Subject: Request to rezone 29.21± acres of land from Suburban Agriculture District (SA) and Motor Service District (MS) to Center 2.5 District (CTR-2.5), Multifamily Residential District Five (MFR-5) and Residential District Three (R-3); property located at 10060 & 10090 Transit Road. Forbes Capretto Homes, Petitioner. (Z-2019-06).

Honorable Members:

The subject properties comprise a 29.21± acre irregularly shaped area located on the west side of Transit Road, 1,370± ft. north of Smith Road opposite Lapp Road in the Town of Clarence. The subject properties have 626.4± ft. of frontage on Transit Road, 384.37± frontage on Smith Road and 50± ft. of frontage at the southern terminus of Ruby Lane. The requested CTR-2.5 zoned area is 2.95 ± acres, the MFR-5 zoned area is 12.73 ± acres, and the R-3 zoned area is 13.57 ± acres.

The site is located at 10060 Transit Road; it is currently used for agricultural purposes with the southwest portion occupied by a successional wooded area. The site located at 10090 Transit Road is occupied by a 3 bedroom, 2,259 sq. ft. single-family residence, detached garage and small garage/storage building near Transit Road.

The parcel located at 10060 Transit Road is currently located in Erie County Agricultural District #17.

Town Ditch #26D1 "*Hickory Creek*" crosses through the center and along the west side of this property close to the Smith Road frontage. Town Ditch #26D1A which is an unnamed ditch from Clarence runs under Transit Road, enters the site in the southwest corner and intersects Town Ditch #26D1 in the western portion of the property.

Transit Road (Route 78) is a NYSDOT highway designated as a major arterial roadway; Smith Road is an Erie County highway designated as a collector roadway.

Attachment: Z-2019-06 amended TB letter packet 112221 (RES-2021-1032 : Adoption of Local Law to Amend the Zoning Map (10060 & 10090

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

Based upon the proposed concept plan the purpose of this request is to allow for the future development of four mixed-use buildings fronting on Transit Road which would include 23,400± sq. ft. of commercial space in the proposed CTR-2.5 zoning district; 28 single family lots and 7 townhouse buildings in the proposed MFR-5 zoning district; and 26 single family lots in the proposed R-3 zoning district area.

The subject properties were zoned Suburban Agriculture (SA) and Motor Service (MS) with adoption of the Town-wide zoning map and ordinance on January 19, 1976.

The Town Board on September 20, 2020 amended the Town of Amherst Bicentennial Comprehensive Plan to extend the commercial/mixed use designation from its terminus at the intersection of Smith and Transit Roads northerly to encompass the frontage of the subject parcels (BCPA-2019-01).

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

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

The request is consistent with the Town of Amherst Bicentennial Comprehensive Plan's Conceptual Land Use Plan (Figure 6 and 6A) which projects single family residential development for the proposed subject R-3 zoned area and a portion of the proposed MFR-5 zoned area and mixed use development for the proposed CTR-2.5 zoned area.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

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

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The subject property is surrounded by residential uses to the north, south and west that are zoned Suburban Agriculture District (SA) and Residential District Three (R-3). Since an extension of the mixed-use zoning would extend from the Swormville Center to the north along Transit Road, it is considered compatible with other similar uses along this corridor.

ADEQUATE SERVICES AND UTILITIES

The Town Engineer reports that sanitary sewer service is not available for the project site due to current capacity limitations in the Town's peanut line interceptor sewer. The Town anticipates that sanitary sewer capacity may be available in 2-3 years when a planned expansion project is completed by the Town. Required subdivision and site plan approval for the proposed development concept will will be subject to review and approval by the Town Engineer when sanitary sewer capacity is available. This is a Type I action, and an environmental assessment consistent with SEQR has been prepared and the Town has been established as the Lead Agency

Attachment: Z-2019-06 amended TB letter packet 112221 (RES-2021-1032 : Adoption of Local Law to Amend the Zoning Map (10060 & 10090

for the subject proposal. Pursuant to Local Law #3-82, as amended, the requirements of SEQR are complete and the rezoning action is not expected to have a significant adverse effect on the environment.

OTHER CONSIDERATIONS

To address issues and or concerns raised by the Erie County Department of Environment and Planning (ECDEP) and the New York State Department of Transportation (NYSDOT) as part of this rezoning request the following conditions could be incorporated into any approval of the rezoning action:

1. An agricultural data statement be provided with any application for development as required by Erie County Department of Environment and Planning (ECDEP).

2. That the subject area be removed from Agricultural District 17 – Amherst prior to submittal of any application for site development as required by ECDEP.

3. As required by New York State Department of Transportation (NYSDOT) a revised Traffic Impact Study (TIS) be provided with any application for development.

4. That the Petitioner address concerns of the New York State Department of Transportation (NYSDOT) during future development review.

RECOMMENDATION

The Planning Board recommends that your Honorable Body concur with their findings relative to SEQR and issue the attached Negative Declaration, and that the subject request be **approved** based on the attached resolution.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/SM/ac
Att.
X:\Current_Planning\Files\Rezonings\2019\Z-2019-06_(10060_&_10090_Transit_Rd)_2019\Z-2019-06_Town_Bd_Letter_amended_112221.doc
cc: Stanley Sliwa, Town Attorney

Planning Board Approval June 24, 2021
Ayes 4; Noes 2 (Chmiel, Penberthy), Absent (Gelber)

Attachment: Z-2019-06 amended TB letter packet 112221 (RES-2021-1032 : Adoption of Local Law to Amend the Zoning Map (10060 & 10090

DRAFT RESOLUTION
November 22, 2021

Adoption of Local Law to Amend the Zoning Map
(10060 & 10090 Transit Road & Z-2019-06)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR have been completed and the Town Board issues the attached Negative Declaration, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of June 24, 2021 that the proposed Center 2.5 District (CTR-2.5), Multifamily Residential District Five (MFR-5) and Residential District Three (R-3) zoning at 10060 & 10090 Transit Road 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:

1. An agricultural data statement be provided with any application for development as required by Erie County Department of Environment and Planning (ECDEP).

2. That the subject area be removed from Agricultural District 17 – Amherst prior to submittal of any application for site development as required by ECDEP.

3. As required by New York State Department of Transportation (NYSDOT) a revised Traffic Impact Study (TIS) be provided with any application for development.

4. That the Petitioner address concerns of the New York State Department of Transportation (NYSDOT) during future development review.

X:\Current_Planning\Files\Rezonings\2019\Z-2019-06_(10060_&_10090_Transit_Rd)_2019\Z-2019-06_Town_Bd_Letter_amended_112221.doc

Attachment: Z-2019-06 amended TB letter packet 112221 (RES-2021-1032 : Adoption of Local Law to Amend the Zoning Map (10060 & 10090

D R A F T

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: Z-2019-06

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

Date:

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

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

Title of Action: Rezoning Request.

SEQR Status: Type I action.

Description of Action: Rezoning of 29.21± acres of land from Suburban Agriculture District (SA) and Motor Service District (MS) to 2.95± acres of Center 2.5 District (CTR-2.5), 12.73 ± acres of Multifamily Residential District Five (MFR-5) and 13.57 ± acres of Residential District Three (R-3) to allow for the future use and development of the site for, four mixed-use buildings fronting on Transit Road which would include 23,400± sq. ft. of commercial space in the proposed CTR-2.5 zoning district; 28 single family lots and 7 townhouse buildings in the proposed MFR-5 zoning district; and 26 single family lots in the proposed R-3 zoning district area.

Location: 10060 & 10090 Transit Road, Town of Amherst, Erie County, New York

Petitioner: Forbes Capretto Homes

Attachment: Z-2019-06 amended TB letter packet 112221 (RES-2021-1032 : Adoption of Local Law to Amend the Zoning Map (10060 & 10090

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Full Environmental Assessment Form (EAF) - Part 1, a complete rezoning application, and concept plan, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed rezoning of 29.21± acres of land from Suburban Agriculture District (SA) and Motor Service District (MS) to 2.95± acres of Center 2.5 District (CTR-2.5), 12.73 ± acres of Multifamily Residential District Five (MFR-5) and 13.57 ± acres of Residential District Three (R-3) to allow for the future use and development of the site for, four mixed-use buildings fronting on Transit Road which would include 23,400± sq. ft. of commercial space in the proposed CTR-2.5 zoning district; 28 single family lots and 7 townhouse buildings in the proposed MFR-5 zoning district; and 26 single family lots in the proposed R-3 zoning district area 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; or a substantial increase in solid waste production. The Town Engineering Department on April 20, 2021 reviewed the application and EAF submitted on March 31, 2021 and a Stormwater Management System Summary Report received on March 9, 2021, and had no objection or comments. The potential for erosion, flooding, leaching and drainage problems will be further evaluated at subdivision /site plan review and approval, at which time the applicant will be required to provide further civil engineering design and a hydraulic anlaysis of Town ditch 26D1 for any potential upstream and downstream capacity concerns. Additionally, any proposed modification of the flood plain within the project site will require a flood plain development permit which will be evaluated for compliance with the Town's local law for flood plain management, consistent with the Federal Emergency Management Agency's (FEMA) requirements

2. The project may result in the removal or destruction of large quantities of vegetation or fauna. The 29.21 +/- acre site is comprised of forested areas, wetlands and meadow grasslands which are periodically harvested for hay crops; 27.21 acres of the site are proposed for disturbance. The preservation of significant wetlands, forested areas and existing riparian vegetation will be evaluated during subdivision/site plan review and approval. Significant adverse impacts to fish or wildlife species, habitats or other natural resources are not anticipated

3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The project however, at this point in time cannot be adequately served with sanitary sewers due to capacity constraints in the Town's "peanut line interceptor sewer". The Town anticipates that within 2-3 years the peanut line interceptor sewer will be expanded to provide adequate capacity for this project, consistent with the goals established in 7.2B, 7-3 of Town's Comprehensive Plan for infrastructure. Any development plans and approvals for construction will not be approved by the Town of Amherst until adequate sanitary sewer service is available for the project.

Attachment: Z-2019-06 amended TB letter packet 112221 (RES-2021-1032 : Adoption of Local Law to Amend the Zoning Map (10060 & 10090

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 subject request is for rezoning from SA and MS to CTR-2.5, MFR-5 and R-3. Neighboring uses are residential and commercial and zoned SA, R-3 and General Business District (GB); therefore, the project is consistent with surrounding land use.

6. The proposed rezoning to CTR-2.5, MFR-5 and R-3 for the proposed four mixed-use buildings which would include 23,400± sq. ft. of commercial space, 54 single family lots and 7 townhouse buildings will not cause a major change in the use of either the quantity or type of energy.

7. The rezoning to CTR-2.5, MFR-5 and R-3 for the proposed four mixed-use buildings fronting on Transit Road which would include 23,400± sq. ft. of commercial space, 54 single family lots and 7 townhouse buildings will not create any hazard to human health.

8. The rezoning to CTR-2.5, MFR-5 and R-3 may cause a substantial change in the use, or intensity of use, of land particularly agricultural, land which is being actively used. However, the proposed four mixed-use buildings which would include 23,400± sq. ft. of commercial space, 54 single family lots and 7 townhouse buildings will be consistent with the scale of surrounding land uses.

9. The rezoning to CTR-2.5, MFR-5 and R-3 for the proposed four mixed-use buildings which would include 23,400± sq. ft. of commercial space, 54 single family lots and 7 townhouse buildings will increase the number of people using the site over its previous level of use. A designated public resource in the form of a designated agricultural district is on the project site in accordance with NYS Agriculture and Markets Law, Article 25-AA, Sections 303 and 304. The subject site will continue to be in a designated agricultural district until April of 2023, at which time the land owners may petition Erie County for its removal. Current agricultural use of the site is limited to hay crops. Any plans for development of the site will not be approved by the Town of Amherst until such time that the site is removed from the agriculture protection district.

10. At their meeting of March 3, 2021 and subject review dated March 5, 2021 the Town Traffic/Safety Board reviewed the application and EAF and Traffic Impact Study received on February 10, 2021 and had no objection to and recommends that the internal street network be designed to calm and discourage cut-through traffic between Transit Road and Smith Road. The New York State Department of Transportation on May 24, 2019 commented that the proposed uses shown on the Concept Plan, with additional traffic generated by the proposed development may have a significant impact on traffic on the State Highway System, requiring a Traffic Impact Study to be prepared. Additionally, NYSDOT will allow only one curb cut/roadway to service this site along Transit Road

Attachment: Z-2019-06 amended TB letter packet 112221 (RES-2021-1032 : Adoption of Local Law to Amend the Zoning Map (10060 & 10090

and it should be located opposite Lapp Road. All indications are that through any mitigation required by the traffic study or implementation of NYSDOT requirements that significant negative traffic impacts are not expected to result from the proposed project. The subject project offers an opportunity to improve pedestrian/vehicular connectivity in the local road system, while discouraging cut through traffic by non-local users.

11. Coordinated reviews of the project have been undertaken by Town Departments including Building on May 18, 2021, Engineering on April 20, 2021, Traffic/Safety Board on May 12, 2021, Assessor on April 5, 2021, Fire Chiefs' Council on April 7-2021, and Right-of-Way Agent on April 2, 2021 along with outside agencies including Erie County Department of Environment & Planning on May 24, 2019, and New York State Department of Transportation on May 24, 2021. These reviews have not identified any significant environmental issues and indicate that the rezoning request 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

BK/SM/ac

X:\Current_Planning\Files\Rezonings\2019\Z-2019-06_(10060_&_10090_Transit_Rd)_2019\Z-2019-06_Draft Neg Dec amended_112221.docx

cc: Amherst Town Clerk
Amherst Building Department
ECDEP
NYSDEC
NYSDOT
Forbes Capretto Homes, 470 Cayuga Rd., Cheektowaga, NY 14225
Jeffrey Palumbo, Esq, Barclay Damon, LLP, 9276 Main St., Ste. 3, Clarence, NY 14031

Attachment: Z-2019-06 amended TB letter packet 112221 (RES-2021-1032 : Adoption of Local Law to Amend the Zoning Map (10060 & 10090

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Councilmembers
Initiated by: **Jacqualine Berger**
Co-Sponsored by:

DOC ID: 25135 **RESOLUTION 2021-1076** **ADOPTED**

Approval of Extension of Special Use Permit for a Dormitory [Muir Woods Site B]

WHEREAS, on November 12, 2019, the Town Board adopted Resolution 2019-1030 for the purpose of approving the issuance of a Special Use Permit for a Dormitory to be located on a portion of Site B of the overall Muir Woods property that consists of a portion of 1081 North French Road (the "Project"); and

WHEREAS, the Planning Board approved the Site Plan for the Project subject to conditions during its meeting on April 15, 2021; and

WHEREAS, since the date the Town Board issued a Special Use Permit, the Town and the Applicant have worked diligently to obtain the required approvals/permits for the Project from the New York State Department of Transportation for the northerly extension of John James Audubon Parkway as a public roadway to be dedicated to the Town; and

WHEREAS, pursuant to Section 8-6-11A of the Town Zoning Code, a Special Use Permit is valid for a period of twelve (12) months from the date on which it issued unless the Special Use has been established; and

WHEREAS, it would not have been possible for construction of the Project to have commenced prior to November 12, 2020.

BE IT RESOLVED, that pursuant to 6 NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, the requirements of SEQR for the Project have been previously completed via the Town Board's previous issuance of an Amended Findings Statement on April 15, 2019; and

FURTHER BE IT RESOLVED, that the Special Use Permit for dormitory use for the Project is consistent with the adopted Bicentennial Comprehensive Plan, as amended; and

FURTHER BE IT RESOLVED, subject to the four (4) conditions contained in Resolution 2019-1030, the Town Board hereby approves two (2) one-year extensions of the Special Use Permit issued on November 12, 2019, such that the Special Use Permit shall expire on November 12, 2022 ("Expiration Date") unless the special use is established prior to the Expiration Date.

12/20/2021
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and approved via Roll Call vote 4-1 (nay, Bucki).

FINANCIAL IMPACT:

None.

RESULT:	**ADOPTED [4 TO 1]**
MOVER:	Jacqualine Berger, Deputy Supervisor
SECONDER:	Shawn Lavin, Councilmember
AYES:	Kulpa, Berger, Lavin, Szukala
NAYS:	Bucki

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Councilmembers
Initiated by: **Jacqualine Berger**
Co-Sponsored by:

DOC ID: 25136 **RESOLUTION 2021-1077** **ROLL CALL VOTE (ADOPTED)**

Approval of Easements to be Conveyed the Town of Amherst [Muir Woods Site B]

WHEREAS, on April 15, 2021, the Planning Board approved a Site Plan subject to conditions for the development of a student housing project to be located on a portion of Site B of the overall Muir Woods property (the "Project"); and

WHEREAS, in connection with Project, is necessary for certain non-exclusive easements to be conveyed to the Town of Amherst including but not limited to non-exclusive easements for drainage ditches, an emergency access driveway, access to public parking for a recreational trail to be installed in connection with the Project, etc..

BE IT RESOLVED, that the Town Board approves and accepts on behalf of the Town of Amherst the conveyance of easements to the Town of Amherst that are necessary in connection with the Project and authorizes the Supervisor to execute such easements on behalf of the Town of Amherst upon review and approval of the content and form of such easements by relevant Town Departments including the Town Attorney's Office and the Planning Department; and

FURTHER BE IT RESOLVED, that copies of the easements to be recorded at the Erie County Clerk's Office shall be provided by the project sponsor to the Town Attorney's Office and the Planning Department along with proof of recording once such easements have been recorded at the Erie County Clerk's Office.

12/20/2021
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via Roll Call vote 4-1 (nay, Bucki).

FINANCIAL IMPACT:

None.

RESULT:	**ROLL CALL VOTE (ADOPTED) [4 TO 1]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Lavin, Szukala
NAYS:	Bucki

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Councilmembers
Initiated by: **Deborah Bruch Bucki**
Co-Sponsored by:

DOC ID: 25101 **RESOLUTION 2021-1078** **ADOPTED**

Art on Signal Cabinets – Yr. 2022

WHEREAS, in 2019 the Town of Amherst Arts and Culture in Public Places Board spearheaded an initiative that converted six (6) traffic signal cabinets in the Town of Amherst into public artworks; and

WHEREAS, the Decorative Treatment for Traffic Signal Cabinets Initiative was a success and there is desire to continue with the project; and

WHEREAS, signal cabinet artwork beautifies public spaces, builds community, and offers a more attractive and interesting streetscape environment; and

WHEREAS, an additional eight (8) traffic signal boxes have been selected by the Arts and Culture in Public Places Board to be painted by qualified and trusted artists; and

WHEREAS, all eight (8) of the selected signal boxes are located on the New York State Highway of Main Street where it intersects with

- Eggert Road
- Daemen College / Amherst High School Entrance
- Harlem Road
- Kensington Avenue
- North Union Road
- Los Robles / Grove Street
- Evans Street / Garrison Road
- Youngs Road

WHEREAS, the NYSDOT allows for Decorative Treatment for Traffic Signals by TSMI 16-04 where a PERM-33 Highway Permit is required to paint or wrap a traffic signal cabinet; and

WHEREAS, two (2) of the signals are located within the Village of Williamsville Boundary and the Town has coordinated with the Village to include them in the project.

NOW, THEREFORE, BE IT RESOLVED, the Town Board supports the initiative to paint artwork on signal cabinets by the Arts and Culture in Public Places Board; and

THEREFORE, BE IT FURTHER RESOLVED, the Supervisor of the Town of Amherst be and is hereby authorized to sign all NYSDOT permits and applications in connection with the Signal Cabinet Artwork; and

THEREFORE, BE IT FURTHER RESOLVED, that the NYSDOT work permit and necessary applications be reviewed by the Town Attorney prior to execution; and

THEREFORE, BE IT FURTHER RESOLVED, that a certified copy of this Resolution be provided to the New York State Department of Transportation permitting office at the time

of permit submittal.

12/20/2021
Consent

FINANCIAL IMPACT:

None.

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: 12/20/21 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 25042 **RESOLUTION 2021-1033** **WITHDRAWN**

Longmeadow Road – Establish Bike Lanes Between Allenhurst Road and Rosedale Blvd.

WHEREAS, Longmeadow Road is a Town roadway, classified as a Local Collector, and was recently repaved by Town Highway forces in 2021; and

WHEREAS, the Town received a request on August 11, 2021 to review vehicle speeds and street signage on Longmeadow Road since the repaving project; and

WHEREAS, the Town's Traffic Safety Board reviewed Longmeadow Road at its September 2021 meeting and found that Longmeadow Road is:

- striped with a double yellow centerline
- curbed at a 30+ feet width
- posted at 30 mph with an 85th percentile speed of 37-38 mph
- not commonly used for on-street parking and has a one-sided parking restriction
- used by bicyclists with a connection to the intercampus bike route on Rosedale Blvd; and

WHEREAS, studies have shown vehicular speeds can be calmed by narrowing driving lanes by striping 'edge of pavement' lines; and

WHEREAS, the wide width of Longmeadow Road allows for either parking lanes or the establishment of bicycle lanes; and

WHEREAS, a survey was sent to the property owners of Longmeadow Road between Niagara Falls Boulevard and Rosedale Boulevard to determine if there was support for on-street bicycle lanes; and

WHEREAS, 100% of responding residents of the survey were in favor of establishing bike lanes with the understanding that on-street parking would be prohibited; and

WHEREAS, the Amherst Traffic Safety Board is recommending that the Town establish bike lanes on Longmeadow Road between Allenhurst Road and Rosedale Boulevard with a connection to the intercampus bike route on Rosedale Boulevard.

NOW, THEREFORE, BE IT RESOLVED that Longmeadow Road be hereby designated as a roadway with 5'-wide on-street bike lanes on both sides between Allenhurst Road and Rosedale Boulevard with driving lanes narrowed to 9.5' wide; and

BE IT FURTHER RESOLVED that funding be identified to allow for the Town's Highway Department to install the appropriate striping and signage in 2022 when weather is suitable.

11/22/2021
Adjourned to December 20th meeting

FINANCIAL IMPACT:

$4000.00

RESULT:	**WITHDRAWN**

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 25096 **RESOLUTION 2021-1079** **ADOPTED**

Dodge Road / Heim Road - All-Way Stop Intersection

WHEREAS, the Town of Amherst received a request to improve the safety at the County intersection of Dodge Road (CR 45) and Heim Road (CR 173); and

WHEREAS, the Town's Highway Department placed traffic counters on all legs of the intersection to determine the number of entering vehicles into the intersection; and

WHEREAS, the Town's Engineering Department completed a stop sign warrant analysis in accordance with the Manual on Uniform Traffic Control Devices; and

WHEREAS, the Amherst Traffic Safety Board reviewed the resident request, traffic data, and stop sign warrant analysis and referred the matter with supporting materials to the Erie County Department of Public Works for further review; and

WHEREAS, the Erie County Traffic Safety Engineer concluded that the intersection met the multi-way stop sign warrants as described in a November 9, 2021 response letter to the Town; and

WHEREAS, the Manual on Uniform Traffic Control Devices states that "multi-way stop control can be useful as a safety measure at intersections of certainty traffic conditions exist"; and

THEREFORE BE IT RESOLVED, the Amherst Town Board is requesting Erie County establish an all-way stop with accompanying stop bars and 'New Traffic Pattern Ahead' signage at the intersection of Heim and Dodge Roads; and

THEREFORE BE IT FURTHER RESOLVED, that a certified copy of this resolution be provided to Erie County upon approval.

12/20/2021
Consent

FINANCIAL IMPACT:

None.

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: 12/20/21 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 25104 **RESOLUTION 2021-1080** **ROLL CALL VOTE (ADOPTED)**

Bedford Park Improvements (Bond Resolution - $120,000)

AGENDA ITEM : DECEMBER 20TH, 2021

TO: **Town Board**

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

DATE: **December 14, 2021**

RE: **2021-2026 C.I.P. - Project YR-9C**
Bedford Park Improvements
Bond Resolution - $120,000.00

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 $120,000.00 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
Attachments
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - December 20, 2021**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Mary-Diana Pouli, Director, Youth and Recreation (*w/attachment*)

12/20/2021
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Bucki 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 - $120,000

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

Daniel J. Ulatowski, AICP
Assistant Planning Director

Transmitted electronically

MEMORANDUM October 28, 2021

TO: Mary-Dina Pouli, Executive Director
Youth and Recreation Department

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

RE: SEQR Determination – Bedford Park Improvements
2021-2026 C.I.P. Project YR-9C

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

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\Bedford Park_2021_2026_CIP_YRC_9C.docx

cc:
Stanley J. Sliwa, Esq., Town Attorney
Daryl Bramer, Comptroller
Daniel Howard, Planning Director

5583 Main Street • Williamsville • New York • 14221 • (716) 631-7051 • Fax (716) 631-7153

Attachment: BedfordPark.SEQR (RES-2021-1080 : Bedford Park Improvements (Bond Resolution - $120,000))

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

December 20, 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 December 20, 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-2021-1080 : Bedford Park Improvements (Bond Resolution - $120,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED DECEMBER 20, 2021, AUTHORIZING BEDFORD PARK IMPROVEMENTS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $135,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $120,000 TO FINANCE A PORTION OF SAID APPROPRIATION AND APPLICATION OF $15,000 GRANT FUNDS RECEIVED OR EXPECTED TO BE RECEIVED FROM THE COUNTY OF ERIE 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 Bedford Park improvements located on Bedford Drive at the intersection of 400 Willow Green, as described in the map, plan and report dated October 2021 and prepared by the Town of Amherst Youth and Recreation Department (2021-2026 Capital Improvement Program, Project YR-9C). The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $135,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the principal amount of $120,000 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 $15,000 grant funds received or expected to be received from the County of Erie to be expended towards the cost of said object or purpose or redemption of the Town's

Attachment: CertBondReso (RES-2021-1080 : Bedford Park Improvements (Bond Resolution - $120,000))

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 $120,000 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-2021-1080 : Bedford Park Improvements (Bond Resolution - $120,000))

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-2021-1080 : Bedford Park Improvements (Bond Resolution - $120,000))

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-2021-1080 : Bedford Park Improvements (Bond Resolution - $120,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on December 20, 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 December 20, 2021, authorizing Bedford Park improvements, stating the estimated maximum cost thereof is $135,000, appropriating said amount for such purpose, authorizing the issuance of bonds in the principal amount of $120,000 to finance a portion of said appropriation and application of $15,000 grant funds received or expected to be received from the ERIE COUNTY PUBLIC BENEFIT FUNDING 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 Bedford Park (also known as Willow Ridge Park) improvements located on Bedford Drive at the intersection with 400 Willow Green, as described in the map, plan and report dated October 2021 and prepared by the Town of Amherst Youth and Recreation Department (2021-2026 Capital Improvement Program, Project YR-9C); STATING the estimated maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $135,000; APPROPRIATING said amount for such purpose; STATING the plan of financing includes the issuance of $120,000 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 $15,000 grant funds received or expected to be received from the County of Erie 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 $120,000 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-2021-1080 : Bedford Park Improvements (Bond Resolution - $120,000))

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: December 20, 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-2021-1080 : Bedford Park Improvements (Bond Resolution - $120,000))

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-2021-1080 : Bedford Park Improvements (Bond Resolution - $120,000))

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 December 20, 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 December, 2021.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2021-1080 : Bedford Park Improvements (Bond Resolution - $120,000))

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 December 20, 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 December, 2021.

_____
Notary Public, State of New York

Attachment: CertBondReso (RES-2021-1080 : Bedford Park Improvements (Bond Resolution - $120,000))

Attachment: MPR YR-9C - Bedford Park Improvements (RES-2021-1080 : Bedford Park Improvements (Bond Resolution - $120,000))

Town of Amherst
Youth & Recreation Department

Bedford Park Improvements

2021-2026 C.I.P. Project YR-9C

Map, Plan & Report

October 2021

CONTENTS:

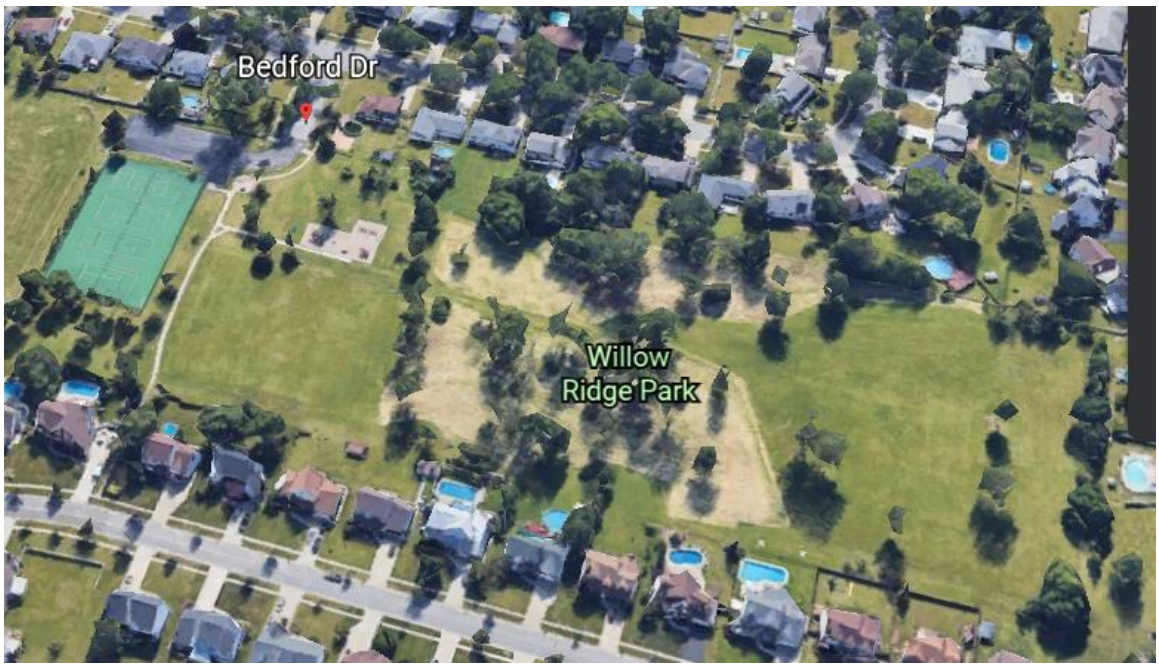
- Project Location
- Approved 2021 – 2026 CIP Project YR-9C
- Project Background
- Proposed Scope of Improvements
- Financial / Taxation Summary
- SEQR Determination – Type II Action
- Resolution 2021-334 Amending the Approved CIP

Prepared by
Town of Amherst Youth & Recreation Department
1615 Amherst Manor Drive
Williamsville, New York 14221
(716) 631-7132

Bedford Park Improvements

PROJECT LOCATION

Bedford Park (also known as Willow Ridge Park) is located on Bedford Drive at the intersection with 400 Willow Green, Amherst, NY 14228. The park currently houses four tennis/pickleball courts, a playground, some benches and a large open space for field games.



APPROVED 2021 - 2026 CAPITAL IMPROVEMENT PROGRAM

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**

Attachment: MPR YR-9C - Bedford Park Improvements (RES-2021-1080 : Bedford Park Improvements (Bond Resolution - $120,000))

Youth & Recreation (cont'd) — *Recommended Schedule (X $1,000)*

Project ID	Project Title/Description	2021	2022	2023	2024	2025	2026	Total Cost
YR-5C	**Playground Safety Equipment and Surfacing:** Replace the playground equipment and safety surfaces at various playgrounds including Kingsgate. *(2017)*	120 LA	120 LA	120 LA	120 LA	120 LA	120 LA	$720,000
YR-6C	**Park Area Renovations:** Renovations in 2021 will include renovating the existing park and playground at Kingsgate Park. *(2019)*	150 LA	150 LA	150 LA	150 LA	150 LA	150 LA	$900,000
YR-7C	**Land Acquisition Fund:** Acquire land in the northeast section of Town to expand the footprint of an existing recreation center allowing for outdoor use. *(2019)*			150 OF				$150,000
YR-8C	**Royal Park Improvements:** Phase 1 improvements at Royal Park including a new synthetic multi-use field for various sports and associated parking. Phase 2 includes bleacher seating, locker rooms, concessions, a new recreation path, tennis courts, a basketball court, a splash pad and a picnic pavilion. *(2020)*			1,668.5 LA	6,658.5 LA			$8,327,000

NOTE:
This project was originally YR-5C and was amended via Res. 2021-334 on 4/5/21 and assigned project number YR-9C (see resolution below).

PROJECT BACKGROUND

I. Playground

The playground is aging and in need of replacement and possible expansion.

II. Security

The residents claim that there is illegal drug activity happening in the parking lot and in the park. Police reports do not support this; however, since the park is tucked away behind a neighborhood, the addition of security cameras seems prudent.

III. Lighting

The residents have requested the addition of safety lighting.

IV. Seating

Current seating is inadequate.

V. Connectivity

Connectivity to the neighborhood at the north end of the park is limited.

VI. Landscaping

Additional trees are needed both for safety and aesthetic reasons.

Attachment: MPR YR-9C - Bedford Park Improvements (RES-2021-1080 : Bedford Park Improvements (Bond Resolution - $120,000))

PROPOSED SCOPE OF IMPROVEMENTS:

I. Playground

A new playground, designed by Parkitects and using equipment from Landscape Structures, will be installed, including rubberized surfacing. If funds allow, a small toddler playground and/or adult fitness equipment may also be added.

II. Security

Safety cameras will purchased, installed and connected to the Amherst Police Department.

III. Lighting

Additional safety lighting will be purchased and installed.

IV. Seating

A pavilion will be purchased and installed, along with a concrete pad and electric service. Picnic tables, benches, and sun shades may be installed as an alternative. Picnic tables would include the installation of concrete pads to accommodate them. Benches will also installed throughout the park.

V. Connectivity

An asphalt, concrete or stone dust pathway will be installed to connect both ends of the park

VI. Landscaping

Semi-mature evergreen trees and and/or a berm will be added to the east side of the park to provide a screen between the park and the neighbors.

VII. Miscellaneous

As funding allows, additional park amenities may be added.

Attachment: MPR YR-9C - Bedford Park Improvements (RES-2021-1080 : Bedford Park Improvements (Bond Resolution - $120,000))

FINANCIAL/TAXATION SUMMARY:

Project Finances:

Estimated Construction Costs	$134,400.00
Bond Costs (0.5%)	$600.00
Total Amount of Project	$135,000.00
Less: Erie County Public Benefit Funding	$15,000.00
Amount to be Bonded	**$120,000.00**

Tax Impact:

Total Bond Amount:	$120,000.00
Bond Term:	15 years
Annual Tax Impacts:	$0.0010
Est. Annual Cost for a $200K home:	$0.2027

Attachment: MPR YR-9C - Bedford Park Improvements (RES-2021-1080 : Bedford Park Improvements (Bond Resolution - $120,000))

Amherst

Town of Amherst Planning Department

Brian J. Kulpa
Supervisor

Erie County, New York

Daniel C. Howard, AICP
Planning Director

Daniel J. Ulatowski, AICP Assistant Planning Director

Transmitted electronically

MEMORANDUM October 28, 2021

TO: Mary-Dina Pouli, Executive Director
Youth and Recreation Department

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

RE: SEQR Determination – Bedford Park Improvements
2021-2026 C.I.P. Project YR-9C

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

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\Bedford Park_2021_2026_CIP_YRC_9C.docx

cc:

Stanley J. Sliwa, Esq., Town Attorney
Daryl Bramer, Comptroller
Daniel Howard, Planning Director

5583 Main Street • Williamsville • New York • 14221 • (716) 631-7051 • Fax (716) 631-7153

Attachment: MPR YR-9C - Bedford Park Improvements (RES-2021-1080 : Bedford Park Improvements (Bond Resolution - $120,000))

12.A.1.c

Town of Amherst
Erie County, New York

Adopted
Apr 5, 2021 7:00 PM

Resolution
RES-2021-334

Amendment to 2021-2026 CIP

Information

Department: Youth & Recreation
Category: Resolution
Sponsors:

Attachments

Printout

Financial Impact

None

Body

Authorize the following amendment to the 2021-2026 CIP:

Current:

YR-5C Playground Safety Equipment and Surfacing 2021 $120LA

Proposed:

YR-9C Bedford Park Improvements 2021 $120LA and $15X

4/5/2021
Consent

Meeting History

Apr 5, 2021 7:00 PM Video **Town Board** **Regular Meeting of the Town Board**

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

Discussion

Add Comment

Attachment: MPR YR-9C - Bedford Park Improvements (RES-2021-1080 : Bedford Park Improvements (Bond Resolution - $120,000))

Powered by Granicus

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 25103 **RESOLUTION 2021-1081** **ADOPTED**

2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3055-3061/CRS#S 3049-3054)

AGENDA ITEM : DECEMBER 20TH, 2021

TO: **Town Board**

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

DATE: **December 14, 2021**

2022 Fire Protection District Contracts:
***Fire Protection District No. 1 - Autumn Harvest (CRS#3049)**
***Fire Protection District No. 2 - Lamm Post (CRS#3050)**
***Fire Protection District No. 3 - Lehn Springs (CRS#3051)**
***Fire Protection District No. 4 - Mill Street (CRS#3052)**
***Fire Protection District No. 15 - Park Club (CRS#3053)**
***Fire Protection District No. 16 - Williamsville-Sheridan (CRS#3054)**
*** ***
***Fire Protection District No. 9 - Ellicott Creek Volunteer Fire Company, Inc. (CRS#3056)**
***Fire Protection District No. 11 - Getzville Fire Company, Inc. (CRS#3057)**
***Fire Protection District No. 14 - Main-Transit Fire Department, Inc. (CRS#3058)**
***Fire Protection District No. 10 - North Amherst Fire Company, Inc. (CRS#3059)**
***Fire Protection District No. 18 - North Bailey Fire Company, Inc. (CRS#3060)**
***Fire Protection District No. 13 - East Amherst Fire Department, Inc. (CRS#3055)**
***Fire Protection District No. 12 - Swormville Fire Dept., Inc. (CRS#3061)**

Kindly schedule a Public Hearing for January 18, 2022 at 7:00 p.m. to approve the above-referenced Fire Protection Contracts for the 2022 calendar year.

Attached for your review are the amounts due to each Fire Protection District pursuant to the 2022 adopted budget for each Fire Protection District (Town of Amherst/Village of Williamsville) for fire services provided.

Thank you.

SJS:nmb
Attachments

c: Tim Koller, Deputy Town Clerk
(w/attachments, **Agenda Item : December 20, 2021**)

12/20/2021
Consent

FINANCIAL IMPACT:

Autumn Harvest - F3001.4110 - $51,744.17

Lamm Post - F3002.4110 - $.19

Lehn Springs - F3003.4110 - $10,271.40

Mill - F3004.4110. - $9,648.48

Park Club - F3015.4110 - $40,144.03

Will Sher - F3016.4110 - $262,241.70

Ell Crk - F3009.4110 - $682,432.94

N. Amherst - F3010.4110 - $137,429.05

Getzville - F3011.4110 - $1,258,000

Sworm - F3012.4110 - $449,440

E. Amherst - F3013.4110 - $736,826.94

Main-Transit - F3014.4110 - $884,042.59

N. Bailey - F3018.4110 - $277,605.08

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

TOWN OF AMHERST
CONTRACT FOR FIRE AND EMERGENCY SERVICES

DISTRICT NO. 1 (2022)
AUTUMN HARVEST FIRE PROTECTION DISTRICT

WITH THE VILLAGE OF WILLIAMSVILLE

THIS AGREEMENT, made this _____ day of January, 2022 and between the Town Board of the Town of Amherst, acting on behalf of Autumn Harvest Fire Protection District No.1, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Autumn Harvest Fire Protection District No.1, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21st day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2022AutumnHarvestFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

Attachment: 2022AutumnHarvestFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel and apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Attachment: 2022AutumnHarvestFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2022 and including the 31st day of December, 2022. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue services as aforesaid, the Town of Amherst shall pay to the Party of the

Second Part the sum of Fifty-One Thousand Seven Hundred Forty-Four Dollars and Seventeen Cents ($51,744.17).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2022 for the 2022 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

Attachment: 2022AutumnHarvestFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: _____
Deb Rogers, Mayor

HUTCHINSON HOSE COMPANY INC.

By: _____
Joseph P. Frese, President

Attachment: 2022AutumnHarvestFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Deb Rogers known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022AutumnHarvestFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Joseph P. Frese, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022AutumnHarvestFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022AutumnHarvestFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

TOWN OF AMHERST
CONTRACT FOR FIRE AND EMERGENCY SERVICES

DISTRICT NO. 2 (2022)
LAMM POST FIRE PROTECTION DISTRICT

WITH THE VILLAGE OF WILLIAMSVILLE

THIS AGREEMENT, made this _____ day of January, 2022 and between the Town Board of the Town of Amherst, acting on behalf of Lamm Post Fire Protection District No.2, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Lamm Post Fire Protection District No.2, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21st day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2022LammPostFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Attachment: 2022LammPostFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2022 and including the 31st day of December, 2022. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Nineteen Cents ($0.19).

Attachment: 2022LammPostFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

Attachment: 2022LammPostFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2022 for the 2022 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or

returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: _____
Deb Rogers, Mayor

HUTCHINSON HOSE COMPANY INC.

By: _____
Joseph P. Frese, President

Attachment: 2022LammPostFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Deb Rogers, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022LammPostFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Joseph P. Frese, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022LammPostFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022LammPostFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

TOWN OF AMHERST
CONTRACT FOR FIRE AND EMERGENCY SERVICES

DISTRICT NO. 3 (2022)
LEHN SPRINGS FIRE PROTECTION DISTRICT

WITH THE VILLAGE OF WILLIAMSVILLE

THIS AGREEMENT, made this _____ day of January, 2022 and between the Town Board of the Town of Amherst, acting on behalf of Lehn Springs Fire Protection District No. 3, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Lehn Springs Fire Protection District No.3, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21st day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2022LehnSpringsFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Attachment: 2022LehnSpringsFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2022 and including the 31st day of December, 2022. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue services as aforesaid, the Town of Amherst shall pay to the Party of the

Attachment: 2022LehnSpringsFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

Second Part the sum of Ten Thousand Two Hundred Seventy-One Dollars and Forty Cents ($10,271.40).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2022 for the 2022 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

Attachment: 2022LehnSpringsFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: _____
Deb Rogers, Mayor

HUTCHINSON HOSE COMPANY INC.

By: _____
Joseph P. Frese, President

Attachment: 2022LehnSpringsFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Deb Rogers known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022LehnSpringsFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Joseph P. Frese, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022LehnSpringsFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022LehnSpringsFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

TOWN OF AMHERST
CONTRACT FOR FIRE AND EMERGENCY SERVICES

DISTRICT NO. 4 (2022)
MILL STREET FIRE PROTECTION DISTRICT

WITH THE VILLAGE OF WILLIAMSVILLE

THIS AGREEMENT, made this _____ day of January, 2022 and between the Town Board of the Town of Amherst, acting on behalf of Mill Street Fire Protection District No.4, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Mill Street Fire Protection District No.4, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21st day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2022MillStreetFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Attachment: 2022MillStreetFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2022 and including the 31st day of December, 2022. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue service as aforesaid, the Town of Amherst shall pay to the Party of the

Attachment: 2022MillStreetFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

Second Part the sum of Nine Thousand Six Hundred Forty-Eight Dollars and Forty-Eight Cents ($9,648.48).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2022 for the 2022 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

Attachment: 2022MillStreetFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: _____
Deb Rogers, Mayor

HUTCHINSON HOSE COMPANY INC.

By: _____
Joseph P. Frese, President

Attachment: 2022MillStreetFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Deb Rogers, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022MillStreetFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Joseph P. Frese, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022MillStreetFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022MillStreetFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

TOWN OF AMHERST
CONTRACT FOR FIRE AND EMERGENCY SERVICES

DISTRICT NO. 15 (2022)
PARK CLUB FIRE PROTECTION DISTRICT

WITH THE VILLAGE OF WILLIAMSVILLE

THIS AGREEMENT, made this _____ day of January, 2022 and between the Town Board of the Town of Amherst, acting on behalf of Park Club Fire Protection District No.15, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Park Club Fire Protection District No.15, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21st day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2022ParkClubFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Attachment: 2022ParkClubFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2022 and including the 31st day of December, 2022. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue service as aforesaid, the Town of Amherst shall pay to the Party of the

Attachment: 2022ParkClubFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

Second Part the sum of Forty Thousand One Hundred Forty-Four Dollars and Three Cents ($40,144.03).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2022 for the 2022 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

Attachment: 2022ParkClubFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: _____
Deb Rogers, Mayor

HUTCHINSON HOSE COMPANY INC.

By: _____
Joseph P. Frese, President

Attachment: 2022ParkClubFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Deb Rogers, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022ParkClubFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Joseph P. Frese, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022ParkClubFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022ParkClubFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

Attachment: 2022WilliamsvilleSheridanFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S

TOWN OF AMHERST
CONTRACT FOR FIRE AND EMERGENCY SERVICES

DISTRICT NO. 16 (2022)
WILLIAMSVILLE-SHERIDAN FIRE PROTECTION DISTRICT

WITH THE VILLAGE OF WILLIAMSVILLE

THIS AGREEMENT, made this _____ day of January, 2022 and between the Town Board of the Town of Amherst, acting on behalf of Williamsville-Sheridan Fire Protection District No.16, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Williamsville Sheridan Fire Protection District No.16, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21st day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2022WilliamsvilleSheridanFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Attachment: 2022WilliamsvilleSheridanFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection, with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2022 and including the 31st day of December, 2022. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Two Hundred Sixty-Two Thousand Two Hundred Forty-One Dollars and Seventy Cents ($262,241.70).

Attachment: 2022WilliamsvilleSheridanFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2022 for the 2022 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or

returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: _____
Deb Rogers, Mayor

HUTCHINSON HOSE COMPANY INC.

By: _____
Joseph P. Frese, President

Attachment: 2022WilliamsvilleSheridanFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Deb Rogers, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022WilliamsvilleSheridanFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S

Attachment: 2022WilliamsvilleSheridanFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Joseph P. Frese, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022WilliamsvilleSheridanFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S

CERTIFICATE OF LIABILITY INSURANCE

DATE (M) 05/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Christopher Ross	
The Evans Agency, LLC 6460 Main Street Suite 200 Williamsville NY 14221	PHONE (A/C, No, Ext): (716) 549-3500	FAX (A/C, No): (716) 926-8690
	E-MAIL ADDRESS: cross@evansagencyins.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Village Of Williamsville 5565 Main Street Williamsville NY 14221	INSURER A : New York Municipal Ins. Reciprocal	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 21-22 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		MPLVWLVL001	06/01/2021	06/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 1,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			MCAVWLVL001	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 1,000			MECVWLVL001	06/01/2021	06/01/2022	EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 20,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is included as an additional insured on the General Liability, as required per written and executed contract.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ian K Whitlow

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Attachment: COIVOW2021.2022 (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-3061/CRS#S 3049-3054))

Additional Named Insureds

Other Named Insureds

Hutchinson Hose Company	Additional Named Insured
Williamsville Fire Dept	Additional Named Insured

Attachment: COIVOW2021.2022 (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-3061/CRS#S 3049-3054))

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TOWN OF AMHERST
CONTRACT FOR FIRE PROTECTION AND EMERGENCY SERVICES

DISTRICT NO. 9 (2022)
ELLICOTT CREEK VOLUNTEER FIRE CO., INC.

THIS AGREEMENT, made this _____ day of January, 2022, by and between the Town Board of the Town of Amherst, acting on behalf of the Ellicott Creek Fire Protection District No. 9, Party of the First Part, and the Ellicott Creek Volunteer Fire Co., Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the Town Board of the Town of Amherst did heretobefore establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Ellicott Creek Volunteer Fire Co., Inc., Fire Protection District No. 9, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 30th day of July, 1956, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the Ellicott Creek Volunteer Fire Co., Inc., and the Ellicott Creek Emergency Rescue and First Aid Squad, as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2022EllicottCreekFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of Ellicott Creek Volunteer Fire Co., Inc., duly

Attachment: 2022EllicottCreekFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

constituted pursuant to the provision of Section 209-B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2022 and including the 31st day of December, 2022. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Six Hundred Eighty-Four Thousand Four Hundred Thirty-Two Dollars and Ninety-Four Cents ($684,432.94).

Attachment: 2022EllicottCreekFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of a current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2022 for the 2022 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or

Attachment: 2022EllicottCreekFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Supervisor

ELLICOTT CREEK VOLUNTEER FIRE COMPANY, INC.

BY: _____
Brian Wildrick, President

Attachment: 2022EllicottCreekFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian Wildrick, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022EllicottCreekFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022EllicottCreekFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

ELLI-C1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/07/2021

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 Moses Insurance Group WWW.MOSESINSURANCE.COM 5475 Main Street Williamsville, NY 14221-6790 716-634-1212	CONTACT NAME: PHONE (A/C, No, Ext): 716-634-1212 FAX (A/C, No): 716-634-1230 E-MAIL ADDRESS:
INSURED Ellicott Creek Vol. Fire Co. 45 South Ellicott Creek Rd Amherst, NY 14228	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Glatfelter Ins Group INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		VFNU-TR-0008863-01	04/12/2021	04/12/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000, $ 100, $ 5, $ 1,000, $ 10,000, $ 10,000,
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			VFNU-TR-0008863-01	04/12/2021	04/12/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000, $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			VFNU-TR-0008863-01	04/12/2021	04/12/2022	EACH OCCURRENCE AGGREGATE	$ 2,000, $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A				VFNU-TR-0008863-01	04/12/2021	04/12/2022	Real Prop	3,451,

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is Included as additional insured per written and executed contract per general liability form VGL101.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Robert A Moses

Attachment: COIEllCrk (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-3061/CRS#S 3049-3054))

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TOWN OF AMHERST
CONTRACT FOR FIRE PROTECTION

DISTRICT NO. 13 (2022)
EAST AMHERST FIRE DEPARTMENT, INC.

THIS AGREEMENT, made this _____ day of January, 2022, by and between the Town Board of the Town of Amherst, acting on behalf of the East Amherst Fire Protection District No. 13, Party of the First Part, and the East Amherst Fire Department, Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the Town Board of the Town of Amherst did heretobefore establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the East Amherst Fire Department, Inc., Fire Protection District No.13, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 29th day of December, 1958, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the East Amherst Fire Department, Inc., and the East Amherst Emergency Rescue and First Aid Squad, as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2022EastAmherstFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency rescue and first aid services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer, doctor or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the so-called "Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firemen of the company of Emergency Rescue and First Aid

Attachment: 2022EastAmherstFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

Squad duly constituted pursuant to the provision of Section 209-B of the General Municipal Law shall proceed diligently in every way reasonably suggested to the extinguishment of the fire and/or the saving of lives and property.

SECOND: The Party of the Second Part shall further provide general ambulance service subject to such laws and regulations as shall be prescribed by the Party of the Second Part or its Emergency Rescue and First Aid Squad and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency rescue and first aid apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection, with the necessary volunteer firemen to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2022 and including the 31st day of December, 2022. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency rescue and first aid service as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Seven Hundred Thirty-Six Thousand Eight Hundred Twenty-Six Dollars and Ninety-Four Cents ($736,826.94).

Attachment: 2022EastAmherstFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency rescue and first aid squad equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer fireman or member of an emergency rescue and first aid of a fire patrol sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2022 for the 2022 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or

Attachment: 2022EastAmherstFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firemen as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Supervisor

EAST AMHERST FIRE DEPARTMENT, INC.

BY: _____
Ken Rusin, President

Attachment: 2022EastAmherstFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared _____ _____, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022EastAmherstFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022EastAmherstFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (M
05/26/2021

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 Emerling, Floss, Murphy & Associates, LLC. 9092 Main Street Clarence NY 14031	**CONTACT NAME:** Barbara Schubring **PHONE (A/C, No, Ext):** (716) 631-0190 **FAX (A/C, No):** (716) 631-0198 **E-MAIL ADDRESS:** Bschubring@emsinsurance.com
INSURED East Amherst Fire Department, Inc 9100 Transit Road East Amherst NY 14051	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins. Co 19445 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CL2152607975 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		VFNU-TR-0011595	06/01/2021	06/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 10,000,000 $ 10,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			VFNU-CM-0011596	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			VFNU-TR-0011595	06/01/2021	06/01/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Amherst is listed as additional insured.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Floss

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Attachment: COIEastAm (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-3061/CRS#S 3049-3054))

TOWN OF AMHERST
CONTRACT FOR FIRE PROTECTION AND EMERGENCY SERVICES

DISTRICT NO. 11 (2022)
GETZVILLE FIRE COMPANY, INC.

THIS AGREEMENT, made this _____ day of January, 2022, by and between the Town Board of the Town of Amherst, acting on behalf of the Getzville Fire Protection District No.11, Party of the First Part, and the Getzville Fire Company, Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Getzville Fire Company, Inc., Fire Protection District No.11, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 29th day of December, 1958, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the Getzville Fire Company, Inc., as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2022GetzvilleFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Getzville Fire Company, Inc. duly constituted

Attachment: 2022GetzvilleFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

pursuant to law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2022 and including the 31st day of December, 2022. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of One Million Two Hundred Fifty-Eight Thousand Dollars ($1,258,000.00).

Attachment: 2022GetzvilleFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of a current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2022 for the 2022 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or

Attachment: 2022GetzvilleFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Supervisor

GETZVILLE FIRE COMPANY, INC.

BY: _____
David Stier, President

Attachment: 2022GetzvilleFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared David Stier, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022GetzvilleFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022GetzvilleFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

Client#: 1706559 GETZVFIR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Janet Steggles
USI Insurance Services, LLC 726 Exchange St. Ste 618 Buffalo, NY 14210 716 314-2000	PHONE (A/C, No, Ext): 716 314-2035 FAX (A/C, No): E-MAIL ADDRESS: janet.steggles@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Pittsburgh, PA	19445
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Getzville Fire Company Inc
PO Box 111
630 Dodge Road
Getzville, NY 14068

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		VFNUTR0008400	04/01/2021	04/01/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$5,000
	POLICY PRO-JECT LOC						PERSONAL & ADV INJURY	$1,000,000
	OTHER:						GENERAL AGGREGATE	$10,000,000
							PRODUCTS - COMP/OP AGG	$10,000,000
								$
A	AUTOMOBILE LIABILITY	X		VFNUTR0008400	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			VFNUTR0008400	04/01/2021	04/01/2022	EACH OCCURRENCE	$9,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$18,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Business Property			VFNUTR0008400	04/01/2021	04/01/2022	See Below	
	Auto Phys Damage			VFNUTR0008400	04/01/2021	04/01/2022	See Below	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Operations usual to the Named Insured.

Additional Insured coverage shown above and marked with an X apply only when such coverage is required by written contract and executed prior to a loss subject to the following policy endorsements:

GENERAL LIABILITY:

VGL 1010 (01-20) Emergency Service Organization General Liability Coverage Form

(See Attached Descriptions)

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: COIGetz (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-3061/CRS#S 3049-3054))

DESCRIPTIONS (Continued from Page 1)

AUTOMOBILE LIABILITY:
AUNY25 (01-20) Auto Liability Extension Endorsement Emergency Service Organizations NY
AUTOMOBILE PHYSICAL DAMAGE:
Comprehensive Deductible $250
Collision Deductible $250
Agreed Value Vehicle Replacement
PROPERTY:
Location 1, 630 Dodge Rd, Getzville, NY Building Limit $5,314,840 Business Personal Property Limit $865,280
Replacement Cost, Special Form $500 Deductible
CPR101 (08/14) Loss Payment

Attachment: COIGetz (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-3061/CRS#S 3049-3054))

TOWN OF AMHERST
CONTRACT FOR FIRE PROTECTION

DISTRICT NO. 14 (2022)
MAIN-TRANSIT FIRE DEPARTMENT, INC.

THIS AGREEMENT, made this _____ day of January, 2022, by and between the Town Board of the Town of Amherst, acting on behalf of the Main-Transit Fire Protection District No.14, Party of the First Part, and the Main-Transit Fire Department, Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Main-Transit Fire Department, Inc., Fire Protection District No.14, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 29th day of December, 1958, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the Main-Transit Fire Department, Inc., as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2022MainTransitFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of Main-Transit Fire Department, Inc. duly constituted pursuant to the provision of Section 209-B of the General Municipal Law

Attachment: 2022MainTransitFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

shall proceed diligently in every way reasonably suggested to the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services, with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2022 and including the 31st day of December, 2022. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Eight Hundred Eighty-Four Thousand Forty-Two Dollars and Fifty-Nine Cents ($884,042.59) per year.

Attachment: 2022MainTransitFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency rescue and first aid squad equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of a current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2022 of the 2022 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

Attachment: 2022MainTransitFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighter as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Supervisor

MAIN-TRANSIT FIRE DEPARTMENT, INC.

BY: _____
Scott Saxer, President

Attachment: 2022MainTransitFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared _____ _____, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022MainTransitFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022MainTransitFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (M
06/14/2021

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 Emerling, Floss, Murphy & Associates, LLC. 9092 Main Street Clarence NY 14031	**CONTACT NAME:** Barbara Schubring **PHONE (A/C, No, Ext):** (716) 631-0190 **FAX (A/C, No):** (716) 631-0198 **E-MAIL ADDRESS:** Bschubring@emsinsurance.com
INSURED Main-Transit Fire Department, Inc. 6777 Main Street Williamsville NY 14221	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** National Union Fire Ins. Co — 19445 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CL2161408140 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			VFNU-TR-0012635	04/20/2021	04/20/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 10,000,000 $ 10,000,000 $
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			VFNU-TR-0012635	04/20/2021	04/20/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			VFNU-TR-0012635	04/20/2021	04/20/2022	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 10,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Floss

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Attachment: COIMainTransit (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-3061/CRS#S 3049-3054))

TOWN OF AMHERST
CONTRACT FOR FIRE PROTECTION

DISTRICT NO. 10 (2022)
NORTH AMHERST FIRE COMPANY, INC.

THIS AGREEMENT, made this _____ day of January, 2022, by and between the Town Board of the Town of Amherst, acting on behalf of the North Amherst Fire Protection District No.10, Party of the First Part, and the North Amherst Fire Company, Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the Town Board of the Town of Amherst did heretobefore establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the North Amherst Fire Company, Inc., Fire Protection District No.10, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 29th day of December, 1958, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the North Amherst Fire Company, Inc., as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2022NorthAmherstFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency rescue and first aid services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer, or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the North Amherst Fire Company, Inc. duly constituted pursuant to the provision of Section 209-B of the General Municipal Law

Attachment: 2022NorthAmherstFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

shall proceed diligently in every way reasonably suggested to the extinguishment of the fire and/or the saving of lives and property.

SECOND: The Party of the Second Part shall further provide general ambulance service subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency rescue and first aid apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection, with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2022 and including the 31st day of December, 2022. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency rescue and first aid service as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of One Hundred Thirty-Seven Thousand Four Hundred Twenty-Nine Dollars and Five Cents ($137,429.05).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency rescue and first aid squad equipment insured against liability arising out

Attachment: 2022NorthAmherstFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2022 for the 2022 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

Attachment: 2022NorthAmherstFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

Attachment: 2022NorthAmherstFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Supervisor

NORTH AMHERST FIRE COMPANY, INC.

BY: _____
Joel Smith, President

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Joel Smith, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022NorthAmherstFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022NorthAmherstFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

CERTIFICATE OF LIABILITY INSURANCE

DATE (M) 02/05/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Christopher Ross	
The Evans Agency, LLC 6460 Main Street Suite 200 Williamsville NY 14221	PHONE (A/C, No, Ext): (716) 549-3500	FAX (A/C, No): (716) 926-8690
	E-MAIL ADDRESS: cross@evansagencyins.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Utica National Ins. of Ohio	13998
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
North Amherst Fire Co
2200 Tonawanda Creek Rd
Amherst NY 14228

COVERAGES **CERTIFICATE NUMBER:** 21-22 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			CPP1319228	03/01/2021	03/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 10,000,000 $ 10,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			5123126	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Additional PIP	$ 1,000,000 $ $ $ $ 100,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CULP1319229	03/01/2021	03/01/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is included as an additional insured on the General Liability, as required per written and executed contract.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ian K Whitlow

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Attachment: COINorthAmherst (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-3061/CRS#S 3049-3054))

Additional Named Insureds

Other Named Insureds

North Amherst Ladies Auxiliary

North Amherst Volunteer Exempt Firemen's Assoc.

Attachment: COINorthAmherst (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-3061/CRS#S 3049-3054))

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TOWN OF AMHERST
CONTRACT FOR FIRE PROTECTION AND EMERGENCY SERVICES

DISTRICT NO. 18 (2022)
NORTH BAILEY FIRE CO., INC.

THIS AGREEMENT, made this _____ day of January, 2022, by and between the Town Board of the Town of Amherst, acting on behalf of the North Bailey Fire Protection District No.18, Party of the First Part, and the North Bailey Fire Co., Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the North Bailey Fire Company, Inc., Fire Protection District No.18, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 29th day of December, 1958, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the North Bailey Fire Company, Inc., as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2022NorthBaileyFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of North Bailey Fire Company, Inc. duly constituted pursuant to the provision of Section 209-B of the General Municipal Law shall

Attachment: 2022NorthBaileyFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2022 and including the 31st day of December, 2022. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Two Hundred Seventy-Seven Thousand Six Hundred Five Dollars and Eight Cents ($277,605.08).

Attachment: 2022NorthBaileyFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of a current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2022 for the 2022 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

Attachment: 2022NorthBaileyFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Supervisor

NORTH BAILEY FIRE COMPANY, INC.

BY: _____
William Richter, President

Attachment: 2022NorthBaileyFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared _____ _____, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022NorthBaileyFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022NorthBaileyFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

ACORD

NORT-B1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/26/2021

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 Moses Insurance Group WWW.MOSESINSURANCE.COM 5475 Main Street Williamsville, NY 14221-6790 716-634-1212	CONTACT NAME: PHONE (A/C, No, Ext): 716-634-1212 FAX (A/C, No): 716-634-1230 E-MAIL ADDRESS:
INSURED North Bailey Fire Co Inc 966 Sweet Home Rd Amherst, NY 14226	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Glatfelter Ins Group INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		VFNU-TR-0011500-01/000	06/01/2021	06/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,00 $ 1,000,00 $ 10,00 $ 1,000,00 $ 10,000,00 $ 10,000,00
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			VFNU-CM-0011501-01/000	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,00 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			VFNU-TR-0011500-01/000	06/01/2021	06/01/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,00 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

certificate holder is included as additional insured per written and executed contract per general liability form VGL101.

CERTIFICATE HOLDER

TOWN OF AMHERST
5583 MAIN ST
WILLIAMSVILLE, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert A. Moses

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Attachment: COINorthBailey (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-3061/CRS#S 3049-3054))

Attachment: COINorthBailey (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-3061/CRS#S 3049-3054))

EMERGENCY SERVICE ORGANIZATION GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this coverage part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under **SECTION II. WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V. DEFINITIONS.**

SECTION I. COVERAGES

Coverage A. Bodily Injury and Property Damage Liability

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
   (1) The amount we will pay for damages is limited as described in **SECTION III. LIMITS OF INSURANCE**; and
   (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B or C** or medical expenses under **COVERAGE D.**

   No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C.**

b. This insurance applies to "bodily injury" and "property damage" only if:
   (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
   (2) The "bodily injury" or "property damage" occurs during the policy period; and
   (3) Prior to the policy period, no officer, director, commissioner or trustee, and no volunteer or "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew or had reason to know that the "bodily injury" or "property damage" had occurred, in whole or in part. If any such persons knew or had reason to know, prior to the policy period, that the "bodily injury" or "property damage" occurred in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known to have occurred prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed in paragraph b.(3) above, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

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d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed in paragraph b.(3) above:
   (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
   (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
   (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions Applicable to Coverage A

This insurance does not apply to:

a. **Expected or Intended Injury**
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to expected or intended "bodily injury" or "property damage" resulting from reasonable actions taken to protect persons or property.

b. **Contractual Liability**
"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
   (1) That the insured would have in the absence of the contract or agreement; or
   (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
      (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
      (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. **Workers' Compensation and Similar Laws**
Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law, or any similar law.

d. **Employer's Liability**
"Bodily injury" to:
   (1) An "employee" of the insured arising out of and in the course of employment by the insured, or performing duties related to the conduct of the insured's business; or
   (2) Any volunteer, if you provide or are required to provide any benefits for such volunteer under any workers' compensation law, disability benefits law, or any similar law; or
   (3) The spouse, child, parent, brother or sister of that employee or "volunteer" as a consequence of paragraph (1) or (2) above.

   This exclusion applies:
      (a) Whether the insured may be liable as an employer or in any other capacity; and
      (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

   This exclusion does not apply to liability assumed by the insured under an "insured contract".

Attachment: COINorthBailey (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-3061/CRS#S 3049-3054))

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e. **Pollution**

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water. This exclusion does not apply to:

(1) "Emergency operations" conducted away from premises owned by or rented to you or any fire department, hazardous materials unit, first aid squad, ambulance squad or rescue squad qualifying as an insured under this coverage part; or
(2) "Training operations"; or
(3) Water runoff from the cleaning of equipment used in "emergency operations"; or
(4) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building; or
(5) "Bodily injury" or "property damage" caused by heat, smoke or fumes from a "hostile fire":
    (a) At or from premises you own, rent or occupy; or
    (b) At or from any site or "location" in connection with operations described in (1), (2) or (3) above.

f. **Asbestos**

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials, or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them. This exclusion does not apply to:

(1) "Bodily injury" or "property damage" arising from; or
(2) The costs of abatement, removal or disposal of:

asbestos released as a result of "emergency operations" or "training operations" away from premises which are either owned by, rented to, or occupied by any insured.

g. **Lead, Electromagnetic Radiation, Nuclear**

(1) Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
    (a) The toxic properties of lead, or any material or substance containing lead; or
    (b) Electromagnetic radiation;

    or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.
(2) Any loss, cost or expense arising out of any actual, alleged or threatened injury or damage to any person or property from any radioactive matter or nuclear material.

h. **Aircraft, Auto or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading". This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;
(2) A watercraft you do not own that is not being used to carry persons or property for a charge;
(3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
(4) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
(5) A watercraft you own that is:
    (a) Powered by a motor or combination of motors of 100 horsepower or less; or
    (b) Not powered by a motor; or
    (c) A "personal watercraft".

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Attachment: COINorthBailey (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-3061/CRS#S 3049-3054))

i. **Mobile Equipment**
"Bodily injury" or "property damage" arising out of:
(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

j. **War**
"Bodily injury" or "property damage", however caused, arising directly or indirectly out of:
(1) War, including undeclared or civil war; or
(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

k. **Damage To Property**
"Property damage" to:
(1) Property you or any insured owns, rents, or occupies;
(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
(3) Property loaned to you or any insured;
(4) Personal property in the care, custody or control of the insured;
(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented or loaned to you for a period of 30 or fewer consecutive days. The Each Occurrence or Medical Incident Limit shown in the Declarations will apply to this coverage.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" to personal property belonging to anyone receiving service from any insured because of loss by theft, physical damage or disappearance of such property during the period when volunteers or "employees" of the insured arrive on the scene or while they are rendering service to others and ending when they either leave the scene, complete their service, or transfer care of a transported patient to others. This insurance does not apply to that portion of any loss for which the Named Insured has other valid and collectible insurance. The limit of the company's liability is the Each Occurrence or Medical Incident Limit stated in the Declarations, subject to a $100 deductible each "occurrence".

Paragraphs (5) and (6) of this exclusion do not apply to "property damage" resulting from actions taken to protect persons or property.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. **Personal and Advertising Injury**
"Bodily injury" arising out of "personal and advertising injury".

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m. **Sexual Abuse**
"Bodily injury" arising out of the "sexual abuse" of any person. However, this exclusion shall not apply to the Named Insured if no officer, director, commissioner or trustee of the Named Insured knew or had reason to know of the "sexual abuse". Also, we will defend an insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such an act, or the insured confirms such act.

n. **Professional Health Care Services**
Damages arising or allegedly arising out of providing or failing to provide "professional health care services".

o. **Employment Practices**
"Bodily injury" or "property damage" arising out of your "employment practices".

p. **Product Recall**
Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
(1) "Your product";
(2) "Your work"; or
(3) "Impaired property";
if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through p. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. The Each Occurrence or Medical Incident Limit shown in the Declarations will apply to this coverage.

Coverage B. Personal and Advertising Injury Liability

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
(1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B** or **C** or medical expenses under **COVERAGE D.**
No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

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2. Exclusions Applicable to Coverage B

This insurance does not apply to:

a. **Knowing Violation of the Rights of Another**
"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. **Material Published with Knowledge of Its Falsity**
"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. **Material Published Prior to the Policy Period**
"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. **Criminal Acts**
"Personal and advertising injury" arising out of a criminal act committed by or at the direction of any insured.

e. **Contractual Liability**
"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. **Breach of Contract**
"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. **Quality or Performance of Goods**
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. **Wrong Description of Prices**
"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. **Infringement of Copyright, Patent, Trademark or Trade Secret**
"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. **Pollution**
"Personal and advertising injury" arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water.

k. **Professional Health Care Services**
"Personal and advertising injury" arising or allegedly arising out of providing or failing to provide "professional health care services".

l. **Employment Practices**
"Personal and advertising injury" arising out of your "employment practices".

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m. **Asbestos**
Any injury, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials.

n. **Lead, Electromagnetic Radiation, Nuclear**
(1) Any injury, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
(a) The toxic properties of lead, or any material or substance containing lead; or
(b) Electromagnetic radiation;
or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.
(2) Any loss, cost or expense arising out of any actual, alleged or threatened injury to any person or property from any radioactive matter or nuclear material.

o. **War**
"Personal and advertising injury", however caused, arising directly or indirectly out of:
(1) War, including undeclared or civil war; or
(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. **Sexual Abuse**
"Personal and advertising injury" arising out of the "sexual abuse" of any person.

Coverage C. Professional Health Care Liability

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of injury arising out of a "medical incident". We will have the right and duty to defend any claim or "suit" seeking those damages. We may at our discretion investigate any "medical incident" and settle any claim or "suit" that may result. But:
(1) The amount we will pay for damages is limited as described in **SECTION III. LIMITS OF INSURANCE**; and
(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.
No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C** or medical expenses under **COVERAGE D**.
b. This insurance applies only if the damages are caused by a "medical incident" that takes place:
(1) During the policy period; and
(2) In the "coverage territory".

2. Exclusions Applicable to Coverage C

All exclusions under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** apply to this **COVERAGE C**, except that exclusion n. **Professional Health Care Services** under **COVERAGE A** shall not apply.

All exclusions under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** apply to this **COVERAGE C**, except that exclusion k. **Professional Health Care Services** under **COVERAGE B** shall not apply.

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In addition, this insurance does not apply to:

a. **Medical Command via Telecommunications Device**
Any physician providing or failing to provide on-line medical direction or medical command via telecommunication to emergency medical personnel.

b. **Criminal Acts**
Injury arising out of a criminal act (except for "sexual abuse") committed by the insured or anyone for whom the insured is legally responsible. However, we will defend the insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such act, or the insured confirms such act.

Coverage D. Medical Expense

1. **Insuring Agreement**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
(1) On premises you own or rent;
(2) On ways next to premises you own or rent; or
(3) Because of your operations;
provided that:
(a) The accident takes place in the "coverage territory" and during the policy period;
(b) The expenses are incurred and reported to us within one year of the date of the accident; and
(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
(1) First aid administered at the time of an accident;
(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. **Exclusions Applicable to Coverage D**

We will not pay expenses for "bodily injury":

a. **Any Insured**
To any insured.

b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. **Injury on Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.

d. **Workers' Compensation and Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. **Athletic Activities**
To a person injured while taking part in athletics.

f. **Products – Completed Operations Hazard**

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Included within the "products-completed operations hazard".

g. **Professional Health Care Services**
To any person for "professional health care services" provided by you.

h. **Coverage A**
Excluded under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

Supplementary Payments – Coverages A, B and C

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
   a. All expenses we incur.
   b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability coverage applies. We do not have to furnish these bonds.
   c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $300 a day because of time off from work.
   e. All costs taxed against the insured in the "suit".
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

   These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
   d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
   f. The indemnitee:
      (1) Agrees in writing to:
         (a) Cooperate with us in the investigation, settlement or defense of the "suit";
         (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
         (c) Notify any other insurer whose coverage is available to the indemnitee; and
         (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
      (2) Provides us with written authorization to:
         (a) Obtain records and other information related to the "suit"; and
         (b) Conduct and control the defense of the indemnitee in such "suit".

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So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as **SUPPLEMENTARY PAYMENTS**. Notwithstanding the provisions of paragraph 2.b.(2) of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as **SUPPLEMENTARY PAYMENTS** ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

SECTION II. WHO IS AN INSURED

1. If you are:
   a. An organization other than a partnership, joint venture or limited liability company, you are an insured.
   b. A partnership or joint venture, you are an insured. Your members and your partners are also insureds, but only within the course and scope of your operations.
   c. A limited liability company, you are an insured. Your members are also insureds, but only within the course and scope of your operations. Your managers are insureds, but only within the course and scope of your operations.

2. In addition to you, each of the following is an insured:
   a. **Volunteers and Employees.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees, but only for acts within the course and scope of their employment by you, membership with you or authorized duties on your behalf.
   b. **Medical Directors.** Physicians who are your medical directors, but only for acts within the course and scope of their medical director duties on your behalf.
   c. **Good Samaritans.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees while acting as a Good Samaritan independently of his or her activities on your behalf, but only when he or she encounters the scene of an emergency requiring sudden action. In no event will such person who responds to the scene of an emergency with or for any other emergency service organization be an insured.
   d. **Owners of Commandeered Equipment.** The owner of commandeered equipment other than an "auto" is an insured while the equipment is in your temporary care, custody or control and is being used as part of an "emergency operation".
   e. **Real Estate Managers.** Any person or any organization while acting as your real estate manager.
   f. **Blanket Additional Insureds.** Any person or organization required to be an additional insured under an "insured contract", if agreed to by you prior to the "bodily injury", "property damage", "personal and advertising injury", or "medical incident", but only with respect to liability arising out of your premises or operations.

3. **Mobile Equipment.** With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to "property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

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4. **New Organizations.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
   b. **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
   c. **COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
   d. **COVERAGE C** does not apply to a "medical incident" that took place before you acquired or formed the organization.

   No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under **COVERAGE D**;
   b. Damages under **COVERAGE A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
   c. Damages under **COVERAGE B**; and
   d. Damages under **COVERAGE C**;
   for each Named Insured shown in the Declarations and each "location" owned by or rented to you.

3. The Products - Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard", for each Named Insured shown in the Declarations.

4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence or Medical Incident Limit is the most we will pay for the sum of:
   a. Damages under **COVERAGES A** and **C**; and
   b. Medical expenses under **COVERAGE D**;
   because of all "bodily injury" and "property damage" arising out of any one "occurrence" and all damages arising out of any one "medical incident".

6. Subject to 5. above, the Each Occurrence or Medical Incident Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under **COVERAGE D** for all medical expenses because of "bodily injury" sustained by any one person.

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The Limits of Insurance of this coverage part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV. CONDITIONS

The following conditions apply in addition to the Common Policy Conditions.

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this coverage part.

2. **Duties in the Event of an Occurrence, Offense, Medical Incident, Claim or Suit**

   a. You must see to it that we are notified as soon as practicable of an "occurrence", offense or "medical incident" which may result in a claim or "suit". To the extent possible, notice should include:
      (1) How, when and where the "occurrence", offense or "medical incident" took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence", offense or "medical incident".

   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.
      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

   e. If you report an "occurrence", offense or "medical incident" to an insurer providing other than General Liability insurance, which later develops into a General Liability claim covered under this coverage part, failure to report such "occurrence", offense or "medical incident" to us at the time of the "occurrence", offense or "medical incident" shall not be deemed in violation of these conditions. However, you shall give notification to us, as soon as is reasonably possible, that the "occurrence", offense or "medical incident" is a General Liability claim.

   f. Knowledge of an "occurrence", offense or "medical incident" by any of your agents, volunteers or "employees" shall not constitute knowledge by you unless one of your officers or anyone responsible for administering your insurance program has received a notification from the agent, volunteer or "employee".

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3. **Legal Action Against Us**

No person or organization has a right under this coverage part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
b. To sue us on this coverage part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this coverage part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. **Other Insurance**

If other valid and collectible insurance is available to the insured volunteer, "employee", elected or appointed officer, director, commissioner, trustee, medical director or owner of commandeered equipment for a loss we cover under **COVERAGES A, B or C** of this form, our insurance is primary, with no consideration or contribution with other insurance, except with respect to any medical malpractice liability insurance available to a physician who is acting on your behalf by providing on-site medical treatment of a person. With respect to said medical malpractice liability insurance, our insurance is excess over that coverage.

If other valid and collectible insurance is available to the insured, other than volunteers, "employees", elected or appointed officers, directors, commissioners, trustees, medical directors or owners of commandeered equipment, for a loss we cover under **COVERAGES A, B or C** of this form, our obligations are limited as follows:

a. Primary Insurance
This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance
This insurance is excess over:
(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
(a) That is fire, extended coverage, builder's risk, installation risk or similar coverage for "your work";
(b) That is fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
(d) That is insurance covering your liability for "bodily injury" or "property damage" arising out of the providing, serving or selling of alcoholic beverages to others;
(e) That is insurance covering your liability for "bodily injury" or "property damage" arising out of the igniting or discharging of fireworks, including but not limited to firecrackers, aerial or ground displays, in conjunction with any demonstration or show conducted or sponsored by you. However, this coverage shall not be excess should the "bodily injury" or "property damage" result from an emergency response you provide in response to an emergency arising out of fireworks; or
(f) If the loss arises out of the maintenance or use of aircraft or watercraft to the extent not subject to exclusion h. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

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(2) Any other primary insurance, including pools or self-insurance, covering your liability for damages arising out of the premises or operations for which you have been added as an additional insured.

When this insurance is excess, we will have no duty under **COVERAGES A, B** or **C** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the Declarations of this coverage part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. **Representations**

By accepting this policy, you agree:

a. The information in the Declarations is accurate and complete;

b. The information is based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Your failure to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded, provided such failure or omission is not intentional. This coverage part is void if any material fact or circumstance relating to this insurance is intentionally omitted or misrepresented.

6. **Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this coverage part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

7. **Transfer of Rights of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this coverage part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

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8. **When We Do Not Renew**

   If we decide not to renew this coverage part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V. DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
   c. All other parts of the world if:
      (1) The injury or damage arises out of:
         (a) Goods or products made or sold by you in the territory described in a. above; or
         (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
      (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Emergency operations" means actions:
   a. Which are urgent responses for protection of property, human life, health or safety; and
   b. Which result from the performing or attempting to perform firefighting services, hazardous materials unit services, first aid, ambulance or rescue squad services, or related services, including the stabilizing or securing of an emergency scene; and
   c. Which are sanctioned by:
      (1) A fire department, hazardous materials unit, or first aid, ambulance or rescue squad qualifying as an insured under this coverage part; or
      (2) An officer, volunteer member or "employee" of such organization.

6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

7. "Employment practices" means an actual or alleged improper employment related practice, policy, act or omission involving an actual, prospective, or former volunteer or "employee", including:
   a. Failing to hire or refusing to hire;
   b. Wrongful dismissal, discharge, or termination of employment or membership, whether actual or constructive;
   c. Wrongful deprivation of a career opportunity, or failure to promote;
   d. Wrongful discipline of volunteers or "employees";
   e. Negligent evaluation of volunteers or "employees";
   f. Retaliation against volunteers or "employees" for the exercise of any legally protected right or for engaging in any legally protected activity;
   g. Failure to adopt adequate workplace or employment-related policies and procedures;
   h. Harassment, including "sexual harassment"; or

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i. Violation of any federal, state or local laws (whether common law or statutory) concerning employment or discrimination in employment.

8. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

9. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
   b. You have failed to fulfill the terms of a contract or agreement;
   if such property can be restored to use by:
   (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
   (2) Your fulfilling the terms of the contract or agreement.

10. "Insured contract" means:
   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
   b. A sidetrack agreement;
   c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
   e. An elevator maintenance agreement;
   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

   Paragraph f. does not include that part of any contract or agreement:
   (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
   (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
   (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
   (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:
   a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
   b. While it is in or on an aircraft, watercraft or "auto"; or
   c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

14. "Medical incident" means any act, error or omission in the rendering of or failure to render "professional health care services" by you or by anyone for whose "professional health care services" you are legally responsible. Any such act, error or omission, together with all related acts, errors or omissions in the furnishing of such services to any one person, shall be considered one "medical incident".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
    a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
    b. Vehicles maintained for use solely on or next to premises you own or rent;
    c. Vehicles that travel on crawler treads;
    d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
        (1) Power cranes, shovels, loaders, diggers or drills; or
        (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
    e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
        (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
        (2) Cherry pickers and similar devices used to raise or lower workers;
    f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

    However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
        (1) Equipment designed primarily for:
            (a) Snow removal;
            (b) Road maintenance, but not construction or resurfacing; or
            (c) Street cleaning;
        (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
        (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
    a. False arrest, detention or imprisonment;
    b. Malicious prosecution;
    c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, or any other interference with real property rights;
    d. Oral or written publication in any manner of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
    e. Oral or written publication in any manner of material that violates a person's right of privacy;
    f. The use of another's advertising idea in your "advertisement"; or
    g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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18. "Personal watercraft" means a vessel which uses an inboard motor powering a water jet pump as its primary source of motive power, and which is designed to be operated by a person sitting, standing, or kneeling on the vessel, rather than the conventional manner of sitting or standing inside the vessel.

19. "Products-completed operations hazard":
    a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
        (1) Products that are still in your physical possession; or
        (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
            (a) When all of the work called for in your contract has been completed.
            (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
            (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

        Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
    b. Does not include "bodily injury" or "property damage" arising out of:
        (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
        (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
        (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. "Professional health care services" means:
    a. Providing medical or nursing services;
    b. Providing professional services of any other health care professional, including emergency medical technicians and paramedics;
    c. Furnishing or dispensing drugs or medical, surgical or dental supplies or appliances;
    d. Handling of patients:
        (1) From the place where they are accepted for movement into or onto the means of transport,
        (2) During transport, and
        (3) From the means of transport to the place where they are finally delivered;
    e. Dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services;
    f. Serving on, or carrying out the orders of, a health care accreditation board or similar professional board or committee; and
    g. Establishing medical protocol, creating medical training curricula, providing medical training, conducting medical quality assurance programs, and carrying out similar duties.

21. "Property damage" means:
    a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
    b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

22. "Sexual abuse" means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. "Sexual abuse" includes sexual molestation, sexual assault, sexual exploitation, or sexual injury, but does not include "sexual harassment".

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23. "Sexual harassment" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury. "Sexual harassment" includes:
    a. The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
    b. The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.

24. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal and advertising injury", or injury arising out of a "medical incident" to which this insurance applies are alleged. "Suit" includes:
    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

    But "suit" does not mean any ethical conduct review or enforcement action, or disciplinary review or enforcement action.

25. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

26. "Training operations" means activities used to prepare, train, or instruct members of a fire department, hazardous materials unit, or a first aid, ambulance or rescue squad in accepted and recognized emergency procedures, including municipal, state and federal standards.

27. "Your product" means:
    a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
        (1) You;
        (2) Others trading under your name; or
        (3) A person or organization whose business or assets you have acquired; and
    b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

    "Your product" includes:
        (a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
        (b) The providing of or failure to provide warnings or instructions.

    "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

28. "Your work" means:
    a. Work or operations performed by you or on your behalf; and
    b. Materials, parts or equipment furnished in connection with such work or operations.

    "Your work" includes:
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
        (2) The providing of or failure to provide warnings or instructions.

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TOWN OF AMHERST
CONTRACT FOR FIRE PROTECTION AND EMERGENCY SERVICES

DISTRICT NO. 12 (2022)
SWORMVILLE FIRE COMPANY, INC.

THIS AGREEMENT, made this _____ day of January, 2022, by and between the Town Board of the Town of Amherst, acting on behalf of the Swormville Fire Protection District No.12, Party of the First Part, and the Swormville Fire Company, Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the Town Board of the Town of Amherst did hereto before establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Swormville Fire Company, Inc., Fire Protection District No. 12, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 29th day of December, 1958, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the Swormville Fire Company, Inc., as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2022SwormvilleFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Swormville Fire Company, Inc. duly constituted pursuant to the provision of Section 209-B of the General Municipal Law

Attachment: 2022SwormvilleFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide or cause to be provided emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency rescue and first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2022 and including the 31st day of December, 2022. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Four Hundred Forty-Nine Thousand Four Hundred Forty Dollars ($449,440.00).

Attachment: 2022SwormvilleFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of a current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2022 for the 2022 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or

Attachment: 2022SwormvilleFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Supervisor

SWORMVILLE FIRE COMPANY, INC.

BY: _____
Michael Germain, President

Attachment: 2022SwormvilleFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared _____ _____, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022SwormvilleFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

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

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2022SwormvilleFireProtectionContract (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (M
05/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Barbara Schubring
Emerling, Floss, Murphy & Associates, LLC. 9092 Main Street Clarence NY 14031	PHONE (A/C, No, Ext): (716) 631-0190 FAX (A/C, No): (716) 631-0198 E-MAIL ADDRESS: Bschubring@emsinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Swormville Fire Company, Inc 6971 Transit Road East Amherst NY 14051	INSURER A : National Union Fire Ins. Co	19445
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2152607967 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		VFNU-TR-0002761	03/01/2021	03/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 10,000,000 $ 10,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			VFNU-TR-0002761	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			VFNU-TR-0002761	03/01/2021	03/01/2022	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 6,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Amherst is included as additional insured.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Floss

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Attachment: COISwormville (RES-2021-1081 : 2022 Fire Protection District Contracts - TOA/VOW (CRS#S 3056-3061/CRS#S 3049-3054))

Town of Amherst
Fire Protection & Fire Districts
2022 Adopted Budget

			Phone 4060	Pension Phone / WC Cancer Reimb	Hydrant 4070	Pension 4090	Co
Fire Protection							
	Autumn Harvest	2021					5
	F3001	2022					5
							(
	Lamm Post	2021					
	F3002	2022					
	Lehn- Springs	2021					1
	F3003	2022					1(
	Mill	2021					1(
	F3004	2022					
	Ellicott Creek	2021					67
	F3009	2022					68
							1
	North Amherst	2021					134
	F3010	2022					137
							2
	Getzville	2021					1,243
	F3011	2022					1,258
							14
	Swormville	2021					440
	F3012	2022					449
							8
	East Amherst	2021					722
	F3013	2022					736
							14
	Main-Transit	2021					866
	F3014	2022					884
							17
	Park Club	2021					38
	F3015	2022					40
							1
	Williamsville - Sheridan	2021					282
	F3016	2022					262
							(20
	North Bailey	2021					272
	F3018	2022					277
							5

Attachment: 2022FPDBudget-1213202120059 (RES-2021-1081 : 2022 Fire Protection District Contracts -

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 25128 **RESOLUTION 2021-1082** **WITHDRAWN**

Approval of Easements to be Conveyed to Town of Amherst (Muir Woods Site B)

AGENDA ITEM : DECEMBER 20th, 2021

TO: **Town Board**

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

DATE: **December 14, 2021**

RE: **Approval of Easements To Be Conveyed To Town of Amherst [Muir Woods Site B]**

WHEREAS, on April 15, 2021, the Planning Board approved a Site Plan subject to conditions for the development of a student housing project to be located on a portion of Site B of the overall Muir Woods property (the "Project"); and

WHEREAS, in connection with the Project, is necessary for certain non-exclusive easements to be conveyed to the Town of Amherst including but not limited to non-exclusive easements for drainage ditches, an emergency access driveway, access to public parking for a recreational trail to be installed in connection with the Project, etc.; and

BE IT RESOLVED, that the Town Board approves and accepts on behalf of the Town of Amherst the conveyance of easements to the Town of Amherst that are necessary in connection with the Project and authorizes the Supervisor to execute such easements on behalf of the Town of Amherst upon review and approval of the content and form of such easements by relevant Town Departments including the Town Attorney's Office and the Planning Department.

BE IT FURTHER RESOLVED that copies of the easements to be recorded at the Erie County Clerk's Office shall be provided by the project sponsor to the Town Attorney's Office and the Planning Department along with proof of recording once such easements have been recorded at the Erie County Clerk's Office.

SJS:nmb
c: Tim Koller, Deputy Town Clerk
(**Agenda Item : December 20, 2021**)
Sean W. Hopkins, Esq. (Via E-Mail - shopkins@hsmlegal.com)

FINANCIAL IMPACT:

None for the purposes of this resolution.

RESULT:	**WITHDRAWN**

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Town Attorney
Initiated by: **Nicole M. Burroughs**
Co-Sponsored by:

DOC ID: 25122 **RESOLUTION 2021-1083** **ADOPTED**

License Agreement - 66 Arcadian (Owners Eberz/Dams-O'Connor) (CRS #3075)

AGENDA ITEM : DECEMBER 20TH, 2021

TO: **Town Board**

FROM: **Nicole M. Burroughs, Senior Paralegal**

DATE: **December 14, 2021**

RE: **Request for License Agreement (CRS #3075)**
Installation of Generator
Property Located At:
66 Arcadian Drive, Amherst, New York 14228

Kindly adopt a resolution authorizing the Supervisor to execute the attached License Agreement pending successful completion of the CRS.

The owners of the above-referenced property are seeking permission to install a generator on their property that will encroach into an existing Town-owned easement, the details and stipulations of which are more fully described in the License Agreement.

This request was reviewed and approved by the Highway Department.

Thank you for your consideration.

NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item: December 20, 2021**)
Tim Lucey, General Crew Chief (*w/attachment)*

12/20/2021
Consent

FINANCIAL IMPACT:

$230.00 - Cost resposibility of homeowners ($150.00 - License Agreement; $80.00 - ECCO Filing Fee)

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

Return to: Town of Amherst
Attorney's Office
5583 Main Street
Williamsville, New York 14221

TOWN OF AMHERST
LICENSE AGREEMENT

THIS AGREEMENT, made as of this _____ day of December, 2021, between the Town of Amherst, a municipal corporation existing under and by virtue of the laws of the State of New York, having its principal office at 5583 Main Street, Williamsville, New York 14221, Party of the First Part hereinafter referred to as the "Town" and

Paul M. Eberz and Beverly P. Dams-O'Connor
66 Arcadian Drive
Amherst, New York 14228
SBL: 27.07-1-41

Parties of the Second Part hereinafter referred to as the "Owners."

WITNESSETH:

WHEREAS, the Owners are presently the owners of following described premises:

All of that tract or parcel of land situate in the Town of Amherst, County of Erie, and State of New York, being part of Lot No. 51, Township 12, Range 7 of the Holland Land Company's Survey as shown on map filed in the Erie County Clerk's Office under Cover No. 3342 and is known as Subdivision Lot No. 156.

It is more commonly known as:

66 Arcadian Drive
Amherst, New York 14228
SBL: 27.07-1-41

WHEREAS, the Town became the holder of a Public Drainage Easement as shown on the Subdivision Map filed in the Erie County Clerk's Office under Cover No. 3342. Said public drainage easement is shown on the survey attached hereto as Exhibit "A;"

WHEREAS, the Owners are desirous of utilizing a portion of the aforementioned easement area:

Attachment: 66Arcadian.LicAgreement.OwnerExecuted (RES-2021-1083 : License Agreement - 66 Arcadian (Owners Eberz/Dams-O'Connor)

To install a generator and incorporate the existing fence previously constructed and installed on the property:

as shown on a sketch labeled Exhibit "A," attached hereto and made part hereof. Said generator is to be constructed in accordance with the guidelines above and as more fully detailed on Exhibit "A" attached hereto and made a part hereof. The existing fence is incorporated into this License Agreement as shown on Exhibit "A."

WHEREAS, the intended use as hereinafter provided does not interfere with the municipal purpose of which said Public Drainage Easement was acquired.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) paid to the Town, the receipt whereof is hereby acknowledged, and the covenants and promises hereinafter set forth the parties agree as follows:

The Town does hereby grant to the Owners, his/her successors, distributees and assigns a license and/or privilege to install, maintain, and use a portion of the Public Drainage Easement areas as shown on Exhibit "A," subject to the following conditions:

a. There shall not be installed or placed devices, equipment or structures within the said easement area without prior approval of the Town;

b. The use of said license in the Public Drainage Easement area shall not interfere or restrict the operation, maintenance, repair and/or reconstruction of the Public Drainage Facilities;

c. If it becomes necessary to remove said encroachment(s) for the purpose of repair and/or reconstruction of the Public Drainage facility, the cost of the removal and reinstallation of said improvements shall be at the expense of the Owners, his/her successors, distributees and assigns.

d. If at any time the Public Drainage facilities are exposed, unearthed or damaged, the Town shall be promptly notified and allowed inspection of the easement areas.

e. Owners acknowledge and accept all consequences, including, but not limited to, damage to any and all structures/fixtures/assemblies that encroach into the easement area as a result of a high water event.

Attachment: 66Arcadian.LicAgreement.OwnerExecuted (RES-2021-1083 : License Agreement - 66 Arcadian (Owners Eberz/Dams-O'Connor)

The Owners shall defend, indemnify and hold harmless the Town from any and all claims or causes of action arising out of the use and exercise of this agreement.

This Agreement shall commence on the ___ day of December, 2021 and shall terminate one (1) year thereafter.

This Agreement, however, shall automatically extend for one (1) year periods unless the same is cancelled as herein provided.

Either party may cancel this Agreement by giving sixty (60) days written notice to the other of such cancellation and during said sixty (60) days cancellation shall remove said generator and fence and shall restore the area to the same condition that existed prior.

This Agreement shall ensure to the benefit of the parties, hereto, their successors, distributees, and assigns.

IN WITNESS WHEREOF, the parties to this Agreement have executed the same, the day and year first above written.

TOWN OF AMHERST

_____

Brian J. Kulpa
Supervisor

PROPERTY OWNER

Paul M. Eberz

Paul M. Eberz

PROPERTY OWNER

Beverly P. Dams-O'Connor

Beverly P. Dams-O'Connor

now Beverly Eberz

Attachment: 66Arcadian.LicAgreement.OwnerExecuted (RES-2021-1083 : License Agreement - 66 Arcadian (Owners Eberz/Dams-O'Connor)

STATE OF NEW YORK }
ERIE COUNTY }SS:

On the _____day of December in the year 2021 before me, the undersigned, personally appeared, **Brian J. Kulpa,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK }
ERIE COUNTY }SS:

On the 10 day of December in the year 2021 before me, the undersigned, personally appeared, **Paul M. Eberz** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Mary N Kuehn
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KU6011619
Qualified in Niagara County
Commission Expires August 10,

Mary N Kuehn
Notary Public

STATE OF NEW YORK }
ERIE COUNTY }SS:

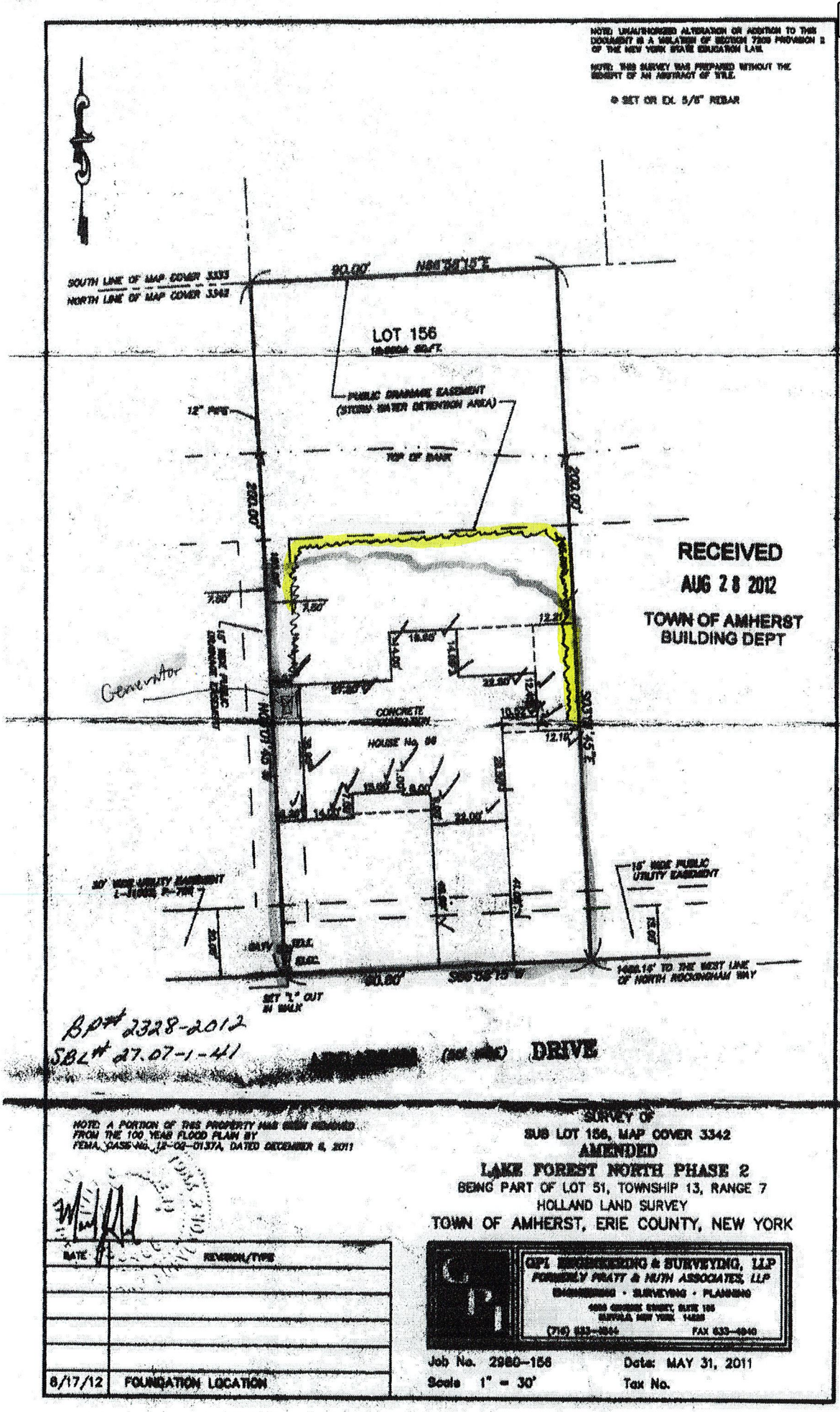
On the 10 day of December in the year 2021 before me, the undersigned, personally appeared, **Beverly P. Dams O'Connor**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Mary N Kuehn
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KU6011619
Qualified in Niagara County
Commission Expires August 10,

Mary N Kuehn
Notary Public

Eberz, Paul M. and Dams-O'Connor, Beverly P.
License Agreement - 66 Arcadian Drive
TBA : 12.20.2021

Attachment: 66Arcadian.LicAgreement.OwnerExecuted (RES-2021-1083 : License Agreement - 66 Arcadian (Owners Eberz/Dams-O'Connor)



Attachment: 66Arcadian.LicAgreement.OwnerExecuted (RES-2021-1083 : License Agreement - 66 Arcadian (Owners Eberz/Dams-O'Connor)

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 25123 **RESOLUTION 2021-1084** **ADOPTED**

Amended Agreement for Municipal Solid Waste Collection (Modern Disposal Services, Inc. (CRS #3076)

AGENDA ITEM : DECEMBER 20th, 2021

TO: **Town Board**

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

DATE: **December 14, 2021**

RE: **Amended Agreement For Municipal Solid Waste Collection, Hauling and Disposal Recycling Agreement (CRS #3076)**

Kindly adopt a resolution authorizing the Supervisor to execute the above agreement subject to the following:

1.) Pending final review and approval by counsel for Modern Disposal Services, Inc.;

2.) Pending final review and approval by the Town Attorney; and

3.) Pending successful completion of the Contract Routing System.

Thank you.

SJS:NMB:hs
c: Tim Koller, Deputy Town Clerk (**Agenda Item - December 20, 2021**)
Lynda Juul, Director of Finance
Daryl C. Bramer, Comptroller
Patrick G. Lucey, Highway Superintendent
Ryan Licata, Senior Refuse Control Officer

12/20/2021
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and approved unanimously 5-0.

FINANCIAL IMPACT:

Specified amounts as outlined in the agreement - Account C8161.4110

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: 12/20/21 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 25121 **RESOLUTION 2021-1085** **ADOPTED**

Corrected Settlement of Article 7 Matter - 281 Meyer Road LLC

AGENDA ITEM : DECEMBER 20th, 2021

TO: **Town Board**

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

DATE: **December 14, 2021**

RE: **Corrected Settlement of Article 7 Matter**
281 Meyer Road LLC

Kindly adopt a resolution authorizing the following:

(1) Corrected settlement of the above matter as detailed in the attached Consent Order;

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

(3) Authorizing Emily Murphy to sign the attached Consent Order as the Town Assessor for the Town of Amherst.

Thank you.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : December 20th, 2021**)
Emily Murphy, Town Assessor

12/20/2021
Consent

FINANCIAL IMPACT:

Assessment

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

Attachment: STIPULATION AND CONSENT ORDER - UPDATED.281MeyerRd (RES-2021-1085 : Corrected Settlement of Article 7 Matter - 281

At a Special Term of the Supreme Court of the State of New York, held in and for the County of Erie, 25 Delaware Avenue, Buffalo, New York on the _____ day of December, 2021.

PRESENT: HON. EMILIO COLAIACOVO

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

In the Matter of the Application Under Article 7 of the Real Property Tax Law of

281 MEYER RD LLC

Petitioner,

STIPULATION AND CONSENT ORDER

v.

Index No.: 807434/2020
810247/2021

TOWN OF AMHERST ASSESSOR, AND THE BOARD OF ASSESSMENT REVIEW OF THE TOWN OF AMHERST, COUNTY OF ERIE, AND STATE OF NEW YORK

Tax Years: 2020, 2021
2022, 2023

Respondents,

FOR REVIEW OF THE TOWN OF AMHERST ASSESSMENT OF CERTAIN REAL PROPERTY IN THE SAID COUNTY OF ERIE AND STATE OF NEW YORK

The above-entitled special proceedings involving real property tax certiorari for the premises owned by Petitioner in the Town of Amherst, New York, known as 281 Meyer Road in Amherst, New York, S.B.L. # 54.04-1-3.2 for the tax year 2019-20 and 2020-21 having progressed for trial, and negotiations for settlement having been conducted, and said

Attachment: STIPULATION AND CONSENT ORDER - UPDATED.281MeyerRd (RES-2021-1085 : Corrected Settlement of Article 7 Matter - 281

settlement having been approved and recommended by the Attorney for the Town of Amherst, the Attorney for the Sweet Home Central School District, and the Attorney for Petitioner, and it further appearing that the assessments of premises in the Town of Amherst provides the basis for the imposition of *ad valorem* taxes assessed by the County of Erie, the Town of Amherst and the Williamsville Central School District, it is hereby

ORDERED, STIPULATED, AND ADJUDGED that the Pending Proceedings shall be settled as follows:

1. By changing the prior assessment ("Prior Assessment") to the revised assessment for Tax Year(s) set forth below ("Revised Assessment"):

Property Address	Index No.:	Taxable Status Date Year	SBL #	Prior Assessment	Revised Assessment
281 Meyer Road	807434/2020	March 1, 2020	54.04-1-3.2	$4,004,000	No Change.
	810247/2021	March 1, 2021	54.04-1-3.2	$4,004,000	$3,520,000
	N/A	March 1, 2022 to March 1, 2025	54.04-1-3.2	To Be Determined based on set FMV below	To Be Determined based on set FMV below

The full value used to determine the Revised Assessment is as follows:

Attachment: STIPULATION AND CONSENT ORDER - UPDATED.281MeyerRd (RES-2021-1085 : Corrected Settlement of Article 7 Matter - 281

Property Address	Taxable Status Date Year	Equalization Rate	Prior Assessment at Full Value	Revised Assessment at Full Value
281 Meyer Road	March 1, 2020	91%	$4,400,000	No Change.
	March 1, 2021	88%	$4,550,000	$4,000,000
	March 1, 2022	N/A	N/A	$3,529,972
	March 1, 2023	N/A	N/A	$4,000,000
	March 1, 2024	N/A	N/A	$4,000,000
	March 1, 2025	N/A	N/A	$4,000,000

2. Petitioner agrees that the assessments set on the tax rolls for 2020 and 2021 with respect to Intervenor Sweet Home Central School District will not be changed but will be reflected in a reduced assessment on the March 1, 2022 tax roll as detailed in Paragraph 1 herein. Petitioner waives any school tax refund for school taxes paid in 2021.

Attachment: STIPULATION AND CONSENT ORDER - UPDATED.281MeyerRd (RES-2021-1085 : Corrected Settlement of Article 7 Matter - 281

3. In consideration hereof, the parties agree that all Pending Proceedings shall be discontinued with prejudice, and that the final assessment of the Property shall be set at the revised assessment for the 2021 Tax Year ("Moratorium Assessment"), and for a period of three (3) tax years following the close of the rolls for the 2021 Tax Year pursuant to RPTL § 727 (i.e., affecting the succeeding 2022, 2023, and 2024 Final Tax Assessment Rolls)(hereinafter the "Moratorium Period") subject to the conditions set forth herein. In the event the assessment of the tentative or final tax assessment roll filed for any Tax Year during the Moratorium Period exceeds the Moratorium Assessment, Petitioner will not be restrained from commencing such additional and further proceedings as Petitioner will be deemed appropriate challenging those assessments.

4. Notwithstanding the foregoing, the parties agree that the Assessor may change the assessment and the Petitioner may challenge the assessment, either after expiration of the Moratorium Period, or for any tax year after any of the events set forth in RPTL § 727(2)(c), (d), (e), (f), (g), (h), and (i) shall occur.

5. The parties agree that the exceptions in RPTL § 727(2)(a) and (b) will not apply to this settlement agreement. In the event the municipality completes a revaluation or update of all real property on the assessment roll for any tax year during the Moratorium Period, the new assessment for such year shall be the Revised Full Value Assessment for the 2021 Tax Year.

6. The parties further agree that the discontinuance of all Pending Proceedings shall be contingent upon and subject to the assessment of the Property being set

Attachment: STIPULATION AND CONSENT ORDER - UPDATED.281MeyerRd (RES-2021-1085 : Corrected Settlement of Article 7 Matter - 281

at the Revised Assessment for the 2022, 2023, and 2024 Tax Years, unless changes are permitted under this section of the agreement.

7. That sums heretofore specified to be paid in this Stipulation and Consent Order are all inclusive and statutory costs and disbursements are waived.

8. Any payments hereunder will be made to LAW OFFICE OF PAUL MICHALEK, JR.

9. Counsel for the Petitioner herein represents that the approvals for this settlement have been obtained from the Petitioner herein.

10. Counsel for the Respondents herein represents that approvals required for this settlement have been obtained from any and all necessary parties and entities, and Respondent Town of Amherst has concluded the settlement to be in the best interest of the Town.

11. The Stipulation and Consent Order shall be governed by the provisions of Section 727 of the Real Property Tax Law, except as otherwise provided for herein. The parties hereto shall have the right to seek specific performance of any of the terms and provisions herein. The Petitioner shall have the right to reinstate and restore these proceedings, and commence new proceedings seeking the same relief as provided for herein, and for any subsequent Tax Year affected by this Stipulation and Consent Order, to the extent that the Respondents do not comply with any of the terms and provisions herein.

Signing and Entry of the within Order
is hereby Consented to:

LAW OFFICE OF PAUL MICHALEK, JR.

By:_____
PAUL A. MICHALEK, ESQ.
Attorney for Petitioner
300 Center Road
West Seneca, New York 14224
(716) 675-6715

TOWN OF AMHERST ATTORNEY

By:_____
SAMUEL A. ALBA, ESQ.
Attorney for Respondent
Senior Deputy Town Attorney
Amherst Town Hall
5583 Main Street
Williamsville, New York 14221
(716) 631-7037

TOWN OF AMHERST ASSESSOR

By:_____
EMILY MURPHY
Amherst Town Hall
5583 Main Street
Williamsville, New York 14221
(716) 631-7038

281 MEYER ROAD LLC

By:_____
Joseph Bueme
Petitioner
281 Meyer Road
Amherst, New York 14226

GROSS SHUMAN, P.C.

By:_____
JOHN ROTTARIS, ESQ.
465 Main Street, Suite 600
Buffalo, New York 14203
(716) 854-4300 Ext. 206

ENTER:

_____
HON. EMILIO COLAIACOVO

GRANTED:

Attachment: STIPULATION AND CONSENT ORDER - UPDATED.281MeyerRd (RES-2021-1085 : Corrected Settlement of Article 7 Matter - 281

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 25137 **RESOLUTION 2021-1086** **ADOPTED**

Settlement of Article 7 Matter - 33 Sanctuary Court (Mohammad Qasaymeh)

AGENDA ITEM : DECEMBER 20th, 2021

TO: **Town Board**

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

DATE: **December 14, 2021**

RE: **Settlement of Article 7 Matter**
33 Sanctuary Court - Mohammad Qasaymeh

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : December 20, 2021**)
Emily Murphy, Town Assessor

12/20/2021
Consent

FINANCIAL IMPACT:

Assessment

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

At a Special Term of the Supreme Court, Erie County, held at 25 Delaware Avenue, in Buffalo, New York, on the _____ day of _____, 2021.

PRESENT: HON. SHEILA A. DITULLIO, A.J.S.C.
Presiding

STATE OF NEW YORK
SUPREME COURT: COUNTY OF ERIE

IN THE MATTER OF THE APPLICATION UNDER ARTICLE 7 OF THE REAL PROPERTY TAX LAW

BY

MOHAMMAD QASAYMEH

Petitioner,

v.

CONSENT ORDER

TOWN OF AMHERST

Respondent,

Index No.: 809009/2019
807439/2020
809656/2021

AND

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT

Intervenor.

FOR REVIEW OF THE 2019-2020, 2020-2021 & 2021-2022 TAX ASSESSMENTS OF CERTAIN REAL PROPERTY IN THE SAID TOWN OF AMHERST, NEW YORK

The above-entitled special proceedings involving real property tax certiorari for the premises owned by Petitioner in the Town of Amherst, New York, known as:

166 Klein Road S.B.L. #56.10-13-1

Attachment: A 19006 - Consent Order - Mohammad Qasaymeh (RES-2021-1086 : Settlement of Article 7 Matter - 33 Sanctuary Court

33 Sanctuary Court S.B.L. #56.20-2-45 in Amherst, New York for the tax years 2019-2020, 2020-2021 and 2021-2022 having progressed for trial, and negotiations for settlement having been conducted, and said settlement having been approved and recommended by the Attorney for the Town of Amherst, the Attorney for the Williamsville Central School District, the Attorney for the County of Erie and the Attorney for Petitioner, and it further appearing that the assessment of premises in the Town of Amherst provides the basis for the imposition of ad valorem taxes assessed by the Town of Amherst, the Williamsville Central School District and the County of Erie, it is hereby

ORDERED, STIPULATED, AND ADJUDGED that the property tax certiorari for the tax years 2019-2020, 2020-2021 and 2021-2022 for the premises at 166 Klein Road be discontinued and withdrawn without costs and allowances to either party as against the other, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the property tax certiorari for the tax years 2019-2020, 2020-2021 and 2021-2022 for the premises at 33 Sanctuary Court be discontinued and withdrawn without costs and allowances to either party as against the other, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the real property tax assessment for the tax years, 2022-2023 for the premises at 33 Sanctuary Court be set at $864,000 Full Market Value to be equalized at the 2022 equalization rate, and it is further

Attachment: A 19006 - Consent Order - Mohammad Qasaymeh (RES-2021-1086 : Settlement of Article 7 Matter - 33 Sanctuary Court

ORDERED, STIPULATED, AND ADJUDGED that the real property tax assessment for the tax years, 2023-2024 & 2024-2025 for the premises at 33 Sanctuary Court be set at $1,000,000 Full Market Value to be equalized at the 2023 equalization rate, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the provisions of Section 727 of the Real Property Tax Law shall apply to the aforementioned tax years without regard to revaluation or update in the interval, and it is further

ORDERED, STIPULATED, AND ADJUDGED that said Petitioner in any instrument or agreement transferring any part or all of the subject property or any interest therein shall covenant with any grantee, transferee, and mortgagee and their respective distributees, successors and/or assigns that they shall be bound by the terms of this Consent Order and that such covenant shall be deemed to run with the land for the tax periods embraced by the terms thereof, and it is further

ORDERED, STIPULATED, AND ADJUDGED that in the event that the assessment is increased for any stated year at a level higher than provided herein when there has been no assessable addition or improvement to the property, Petitioner retains the right to reinstate and reinstitute its Article 7 proceedings herein settled with respect to that parcel only, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the fiscal officers of the Town of Amherst, the Williamsville Central School District and the County of Erie, and any other taxing unit affected by the above assessment reductions shall apply such adjusted assessment and

Attachment: A 19006 - Consent Order - Mohammad Qasaymeh (RES-2021-1086 : Settlement of Article 7 Matter - 33 Sanctuary Court

determine any overpayment of taxes, and in the event of overpayment, refund the overpayment with statutory interest within 45 days by official check payable to the order of Wolfgang & Weinmann, as attorneys and agents for Petitioner, accompanied by a calculation sheet, such

attorneys to hold the proceeds as trust funds for appropriate distribution, and are to remain subject to the further jurisdiction of this Court relative to their attorney's lien pursuant to Judiciary Law Section 475, or in the event that any such tax payment has not been paid, issue corrected tax bills which reflect the proper reduced assessment for the property, with a copy of corrected tax bills sent to the attorneys for Petitioner, said corrected tax bills to be paid without interest or penalty if paid within 45 days of receipt of said corrected bills, and it is further

ORDERED, STIPULATED, AND ADJUDGED that this Court shall retain jurisdiction over this proceeding pending the expiration of the periods herein recited, and that all applications to enforce any or all of the terms of this Consent Order shall be brought by motion before this Court, and it is further

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

ORDERED, STIPULATED, AND ADJUDGED that this Order, Stipulation and Judgment hereby constitutes and represents the entire understanding and agreement amongst the parties, and the full settlement of the tax certiorari herein; there are no costs or disbursements

Attachment: A 19006 - Consent Order - Mohammad Qasaymeh (RES-2021-1086 : Settlement of Article 7 Matter - 33 Sanctuary Court

awarded to, by or against any party, and upon compliance with the terms of this Order, Stipulation and Judgment, the proceedings herein shall be, and the same hereby are, settled and discontinued with prejudice.

_____
SHEILA A. DITULLIO, A.J.S.C.

DATED:

The parties consent to be bound by the terms of this Court Order by subscribing hereunto their names and legal authority:

FOR PETITIONER
MOHAMMAD QASAYMEH

By: _____
MARCUS R. CATLIN, ESQ.
Attorney for Petitioner

Date: _____

FOR RESPONDENT
TOWN OF AMHERST

By: _____
SAMUEL A. ALBA, ESQ.
Attorney for Respondent

Date: _____

FOR PETITIONER
MAHAMMAD QASAYMEH

By: _____
MOHAMMAD QASAYMEH
As Agent

Date: _____

FOR INTERVENOR WILLIAMSVILLE CENTRAL SCHOOL DISTRICT

By: _____
MICHAEL B. RISMAN, ESQ.
Attorney for Intervenor

Date: _____

Attachment: A 19006 - Consent Order - Mohammad Qasaymeh (RES-2021-1086 : Settlement of Article 7 Matter - 33 Sanctuary Court

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 25151 **RESOLUTION 2021-1087** **ADOPTED**

Settlement of Article 7 Matter - B.K. V Realty, Co., LLC

AGENDA ITEM : DECEMBER 20th, 2021

TO: **Town Board**

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

DATE: **December 15, 2021**

RE: **Settlement of Article 7 Matter**
B.K. V Realty Co., Inc., LLC

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : December 20, 2021**)
Emily Murphy, Town Assessor

12/20/2021
Consent

FINANCIAL IMPACT:

Assessment

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

At an IAS Term of the Supreme Court of the State of New York, held for the County of Erie, Buffalo, New York on the __ day of _____ ____, 2021.

PRESENT: HON. HENRY NOWAK

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

IN THE MATTER OF THE APPLICATION FOR REVIEW UNDER ARTICLE 7 OF THE REAL PROPERTY TAX LAW OF A TAX ASSESSMENT BY B.K.V REALTY CO., LLC

Petitioner,

-vs.-

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

Respondents.

For Review of the Assessment of Certain Real Property known as 2420-2430 N Forest Road in the said Town of Amherst for the 2020-21 and 2021-22 Tax Years.

CONSENT ORDER AND JUDGMENT

Index Nos.:
807970/2020
809807/2021

WHEREAS Petitioner has heretofore commenced the within proceedings under Article 7 of the Real Property Tax Law to review the assessment of certain parcels of real property located at and known as 2420-2430 N Forest Road (SBL #41.03-1-15.1) in the Town of Amherst, County of Erie and State of New York for the tax years 2020-21 and 2021-22, and

WHEREAS these proceedings have duly come before an IAS Term of this Court, and Kavinoky Cook LLP, Scott C. Becker, Esq., of counsel, having appeared for the Petitioner, Samuel A. Alba, Esq., Town of Amherst Counsel, having appeared for the Respondent Town of Amherst, and Hodgson Russ LLP, Michael B. Risman, Esq., of Counsel, having appeared for the Intervenor-

Attachment: BKV Order ScannedDocument (RES-2021-1087 : Settlement of Article 7 Matter - B.K. V Realty, Co., LLC)

Respondent Williamsville Central School District, and the parties having agreed to a settlement of these proceedings, it is hereby

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #41.03-1-15.1 on the tax assessment roll of the Town of Amherst for the following tax year has been and shall remain as follows:

SBL #41.03-1-15.1 (2420-2430 N Forest Road)

Assessment Year	Assessment
2020-21	$2,990,000

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #41.03-1-15.1 on the tax assessment roll of the Town of Amherst for the following tax year has been as follows:

SBL #41.03-1-15.1 (2420-2430 N Forest Road)

Assessment Year	Assessment
2021-22	$2,990,000

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #41.03-1-15.1 on the tax assessment roll of the Town of Amherst for the following tax year shall be adjusted as follows:

SBL #41.03-1-15.1 (2420-2430 N Forest Road)

Assessment Year	Assessment
2021-22	$2,225,000

and it is further

Attachment: BKV Order ScannedDocument (RES-2021-1087 : Settlement of Article 7 Matter - B.K. V Realty, Co., LLC)

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #41.03-1-15.1 on the tax assessment roll of the Town of Amherst for the following tax years shall be as follows:

SBL #41.03-1-15.1 (2420-2430 N Forest Road)

Assessment Year	Assessment
2022-23	$2,225,000
2023-24	$2,225,000
2024-25	$2,225,000

and it is further

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

STIPULATED, ORDERED and ADJUDGED, that the officer or officers having custody of the aforesaid assessment rolls and the tax rolls of the Town of Amherst shall make or cause to be made upon the proper books and records of said Town the entries, changes and corrections necessary to conform said combined assessments to such corrected and reduced valuations that the appropriate financial officers are hereby directed and authorized to calculate and disburse any resulting refunds of taxes, and it is further

STIPULATED, ORDERED and ADJUDGED, Petitioner shall be entitled to a refund of a portion of taxes paid with respect to its 2021 School tax bill, such portion shall be the difference in taxes based upon the unadjusted 2021-22 assessment and the 2021-22 assessment as adjusted herein. Such refund shall be made payable to Kavinoky Cook LLP as attorneys for Petitioner and shall be paid without interest so long as it is paid within 30 days after service of a Court Order confirming this settlement. After such 30-day period expires, such refund shall be paid with statutory interest pursuant to Real Property Tax Law, such interest to be calculated from the date the taxes were paid through the date such refund is received, and it is further

STIPULATED, ORDERED and ADJUDGED, that Petitioner shall be issued a corrected

Attachment: BKV Order ScannedDocument (RES-2021-1087 : Settlement of Article 7 Matter - B.K. V Realty, Co., LLC)

January 2022 Town/County tax bill and that, in the alternative, Petitioner shall be entitled to a refund of a portion of taxes paid with respect to its January, 2022 Town/County tax bill, such portion shall be the difference in taxes based upon the unadjusted 2021-22 assessment and the 2021-22 assessment as adjusted herein. Such refund shall be made payable to Kavinoky Cook LLP as attorneys for Petitioners and shall be paid without interest so long as it is paid within 30 days after service of a Court Order con firming this settlement. After such 30-day period expires, such refund shall be paid with statutory interest pursuant to Real Property Tax Law, such interest to be calculated from the date the taxes were paid through the date such refund is received, and it is further

STIPULATED, ORDERED and ADJUDGED, that the provisions of Section 727 of the Real Property Tax Law shall apply to this settlement, and it is further

STIPULATED, ORDERED and ADJUDGED, that in the event that the Assessor for the Town of Amherst assesses SBL #41.03-1-15.1for any stated year at a level higher than provided for herein, Petitioner hereby reserves the right to reinstate and reinstitute its Article 7 proceedings herein settled, and the Respondents hereby agree to waive any objection based upon Statute of Limitations Grounds, and it is further

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

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

STIPULATED, ORDERED and ADJUDGED, that this Stipulation, Order and Judgment

Attachment: BKV Order ScannedDocument (RES-2021-1087 : Settlement of Article 7 Matter - B.K. V Realty, Co., LLC)

may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Signing and Entry of the within Order and Judgment is hereby Consented to:

KAVINOKY COOK LLP

Dated: _____

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

TOWN OF AMHERST

Dated:_____

By: _____
Samuel A. Alba, Esq.
Attorney for Respondent Town of Amherst
5583 Main Street
Williamsville, New York 14221

HODGSON RUSS LLP

Dated: 12/15/2021

By: _____
Michael B. Risman, Esq.
Attorneys for Intervenor-Respondent Williamsville Central School District
140 Pearl Street, Suite 100
Buffalo, New York 14202-4040

SO ORDERED:

_____
HON. HENRY NOWAK

ENTER:

Attachment: BKV Order ScannedDocument (RES-2021-1087 : Settlement of Article 7 Matter - B.K. V Realty, Co., LLC)

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Town Clerk
Initiated by: **Francina J. Spoth**
Co-Sponsored by:

DOC ID: 25125 **RESOLUTION 2021-1088** **ADOPTED**

Postage Machine Purchase for Town Hall CRS #3087 & #3089

BE IT RESOLVED, that the Town Board authorizes the purchase of a Quadient iX-7 DS mailing system from Lineage in the amount of $7,893.31 and monthly meter rental of $60.00 through NYS Contract PC67336;

BE IT FURTHER RESOLVED, that the Town Board authorizes the purchase of an annual maintenance agreement at a cost of $1,555.20;

THEREFORE, BE IT RESOLVED, that the Town Board authorizes the Town Clerk's Office to issue Purchase Orders to complete the purchase from Lineage for one postage machine, monthly meter rental, and annual maintenance agreement per the attached. Approval is pending successful completion of the contract routing system.

12/20/2021
Consent

FINANCIAL IMPACT:

A1410 2600 Other Equipment : $7,893.31 Postage Machine, $60 Monthly Meter Rental, $1555.20 Annual Maintenance

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

New York State Contract PC67336

Purchase Price:

SKU/Part Number	Item Description	List Price	Discount	Net Price
IX7	iX-7 Series Base w/ Mixed Size Feeder, Sealer, Catch Tray and Ink Cartridge	$6,105.00	40.00%	$3,663.00
IXDS7	Dynamic Weighing Platform (IX Series 7/7PRO bases only)	$4,865.00	35.00%	$3,162.25
IXWP10	iX-5/7/7PRO Series Base w/10lb. Weigh Platform	$1,450.00	35.00%	$942.50
WP10STDN	10lb Scale Stand	$135.37	7.25%	$125.56
				$7,893.31

Annual Maintenance:

SKU/Part Number	Item Description	List Price	Discount	Net Price
IX7	IX7, Annual Standard Maintenance for 12 Months	$792.00	4.00%	$760.32
IXDS7	IXDS7, Annual Standard Maintenance for 12 Months	$636.00	4.00%	$610.56
IXWP10	IXWP10, Annual Standard Maintenance for 12 Months	$192.00	4.00%	$184.32
				$1,555.20

Meter Rental:

$60.00/month
meter rental comes from the Sourcewell Contract 041917-NPI

Purchasing under OGS Contract but being given the lower Sourcewell rate of $60.

Attachment: NYS Contract Pricing Page with addition (RES-2021-1088 : Postage Machine Purchase for Town Hall)

Product Overview



iX-7 DS MAILING SYSTEM

A mid-range mail processing solution with exceptional versatility

Key Capabilities

- Intuitive user interface that includes a color touchscreen and time-saving shortcut keys
- Meets the latest Intelligent Mail Indicia (IMI) and Dimensional Weighing (DIM) USPS® requirements
- Automatic feeding of postcards, letters or large envelopes without sorting by mail piece size
- Dependable envelope sealing that secures the contents of your mail pieces
- In-line dynamic scale weighs, measures, classifies and rates mail pieces on the fly
- External scale auto-adjusts the postage amount for extra-thick envelopes or boxed packages
- Integrated postage label dispenser for easy processing of bulky letters and large envelopes
- Reach productivity levels as high as 140 metered letters per minute (75 in dynamic weighing mode)
- Safeguard your stored postage with PIN code access for each of your operators
- Track pieces processed and postage used for 100 or more accounts/departments
- LAN or wireless connection to refill postage instantly and update postal rates automatically
- Download artwork to print onto your mail pieces – use our free library or create your own
- Uploads postage usage data to your Myquadient online account for quick and easy analysis
- Download postage anytime and pay for it later using Quadient Postage Funding

Attachment: Proposal_Town of Amherst_iX-7DS (RES-2021-1088 : Postage Machine Purchase for Town Hall)

This document is strictly private, confidential and personal to its recipients and should not be copied, distributed or reproduced in whole or in part, nor passed to any third party without the express written consent of Quadient.

quadient

Financial Considerations

Product Summary

- iX-7 automatic-feed mailing system with color touch-screen and dynamic scale for in-line weighing and measuring of mail
- Processes up to 140 envelopes per minute batch mode, 75 envelopes per minute dynamic mode
- 10lb integrated digital weigh platform
- Envelope sealer, catch tray

Lease Option

01	Lease Term (months)	60
02	Monthly Amount	$377.17

Purchase Option

01	Equipment & Software	$ 7,893.31
02	Monthly Meter Rental & iMeter Apps	$ 60.00
03	Annual Maintenance Agreement	$ 1,555.20
04	Annual Software Subscriptions & Support	$ 0.00

Notes

Valid Until: 11/30/21

*Lease includes equipment maintenance, Quadient Postage Funding "download postage now, pay later" App, Postal Rates App, shipping, installation, training, and our customer satisfaction guarantee.

(716) 631-3345 | mjaworski@trustlineage.com | quadient.com

quadient

Attachment: Proposal_Town of Amherst_iX-7DS (RES-2021-1088 : Postage Machine Purchase for Town Hall)

SERVICE AGREEMENT

LINEAGE

AGREEMENT made by and between LINEAGE herein called "the Company" and

Customer name ("Customer") Town of Amherst | Customer bill to

Equipment address 5583 Main Street | Bill to address, if different

City, State, Zip Williamsville, NY 14221 | City, State, Zip

EQUIPMENT TO BE COVERED UNDER THIS SERVICE AGREEMENT, herein collectively called ("Machine")

MODEL NUMBER	SERIAL NUMBER	MODEL NUMBER	SERIAL NUMBER	MODEL NUMBER	SERIAL NUMBER	MAXIMUM CYCLES Per Paragraph 2
IX7		WP10STDN				
IXDS7						
IXWP10						

Service Plans: – All Plans are subject to the Terms and Conditions below. Date Service to Begin: _____ **Original Lease Term**_____

Critical Care Service Plan – Contract Price:_____**per month, billed annually plus TAX where applicable.** - Customers receive our "premier" service. ALL parts, labor and travel are included at no additional charge. If the Company is unable to repair the Machine in a reasonable time, loaner equipment will be provided at no charge. Preventative maintenance services may be scheduled as determined by the Company based upon Machine usage. On emergency calls, Customers will receive next call status over lower level or non-contract customers. Customers may also receive up to four (4) hours per year of new operator training or minor program modifications to their original specification at no additional charge.

✓ **Standard Care Service Plan – Contract Price:** $129.60 **per month, billed annually plus TAX where applicable.** – With Standard Care many of the parts are included at no additional charge. Labor and travel are also included. If the Company is unable to repair the Machine in a reasonable time, loaner equipment will be provided at no charge. Preventative maintenance services may be scheduled on contracts that have a value greater than twice the Company's currently published hourly labor rate. On emergency calls, Customers will receive a four (4) hour response time (averaged). This Plan does not include any additional operator training after completion of the initial installation of the Machine.

Notes: New York State Contract #PC67336

The Customer and the Company understand and agree this service agreement includes the Terms and Conditions as follows:

1. If the Machine is leased, the annual contract cannot be terminated and must be "active" for the term of the lease including renewal periods. The terms and conditions herein shall remain in full force and effect during any renewal term except the annual rates set forth herein shall be adjusted during any renewal term to Company's then current rates.
2. This Agreement shall commence on the Machine's installation date and shall continue for either a one (1) year term or the Maximum Cycles, whichever occurs first. Thereafter, it shall renew in either annual terms or the Maximum Cycles, whichever occurs first
3. The Company's obligations herein called "Service" shall be limited to providing: (i) periodic inspections and diagnostic checks of the Machine and (ii) repair or replacement of complete assemblies resulting from the wearing out of numerous parts. The Company reserves the right to use new or recycled parts when performing repairs on the Machine as long as they meet or exceed manufacturer's specifications. Preventative maintenance may be performed at the same time as a requested service call.
4. For computer-based systems, the Company's obligations hereunder shall not include backup and / or recovery of applications, programs or data. If service is required due to hardware and / or software failure that results in a loss of these items, the Customer shall be charged at the then current hourly rate for consultation, programming, development and/or labor to restore the system to its prior operating condition, when and if possible. These charges are in addition to any charges already paid by the Customer.
5. Service shall be performed during the Company's usual business hours which are Monday through Friday 8:00 AM to 5:00 PM, excluding Holidays. However, Service, when and if available after the Company's usual business hours, on Saturdays, Sundays and Holidays, must be scheduled in advance and shall be charged at the Company's then current "after hours" rates for labor, travel and expenses and will be in addition to any charges already paid by Customer hereunder.
6. If the Machine is regularly used by more than one (1) shift of personnel, the charges herein shall increase by fifty (50%) percent per each additional shift using the Machine.
7. If, in the Company's opinion, the Machine ought to be removed for an overhaul, rebuild, or shop reconditioning because on-site repair and/or replacement of parts cannot keep the Machine in satisfactory operating condition, the Company will submit a cost estimate to Customer for such services and if authorized by Customer, the Company will perform such service at the sole expense of Customer which will be in addition to any charge paid by Customer hereunder.
8. Any parts hereunder shall be free from manufacturing defects in material and workmanship under normal use for a period of ninety (90) days after same are supplied to Customer. This Warranty does not apply to any parts that have been tampered with or repaired by persons other than persons authorized by the Company to perform service on the Machine or if the part has been subjected to misuse or abuse. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. In case of any breach of the Warranty, the Company's obligations shall be limited to the repair or replacement of any defective part without charge. THE COMPANY SHALL NOT BE LIABLE, IN ANY EVENT, FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH SERVICE, PARTS AND LABOR PROVIDED HEREUNDER OR RESULTING FROM ANY USE OR FAILURE OF MACHINES, INCLUDING WITHOUT LIMITATION, LIABILITY FOR CUSTOMER'S EXPENSE OR LOSS OF INCOME WHILE MACHINES ARE OUT OF OPERATION.
9. If the Company provides Service hereunder for the following units, the parts listed next to said units are hereby expressly excluded from the Company's obligations hereunder:
   All Products - Consumable supplies including but not limited to: labels, tape pads and rolls, all ink, computer paper, ribbons, sealing and cleaning solution.
   Mailing Machines, Folders/Inserters, Electronic scales - NO EXCLUSIONS
   Letter Openers/Extractors – Rubber rollers and belts limited to two per year
   Barcode Scanners - Cables, lenses
   Printers - Print heads
   Shredders/Bursters - Blades, if rollers are not kept oiled which is a customer responsibility
   Computer Systems – Software, upgrades, application changes, (see paragraph 4 above)
   Shipping Systems - Hardware and/or software required for carrier compliance including rate changes, zone changes or compliance changes
10. The Company's Service is contingent upon the proper use of all equipment. It does not include the following and may result in an additional charge to the Customer:
    a) Electrical work external to the equipment or service related to accessories, attachments, or other devices not furnished by the Company;
    b) Service caused by materials or supplies that are not Company or manufacturer supplied will result in a service charge and/or additional charges;
    c) Repair of damage or increase in service time resulting from:
    1) Accident, transportation, abuse, neglect, theft, fire or water damage, misuse or other than ordinary use;
    2) Failure of electrical power, air conditioning or humidity control; and
    3) Alterations which include but are not limited to, any changes in the Company's design, installation, removal of the Company's features, any other modifications, repairs or maintenance or whenever any of the foregoing is performed by persons other than the Company's personnel.
    d) Making specification changes or performing services connected with relocation of equipment, and adding or removing accessories, attachments or other devices;
    e) Such services which are impractical for Company's personnel to render because it alters the Machine and the connection by mechanical or electrical means to another Machine or device;
    f) Service of equipment located in an unsuitable place of installation or in a hazardous, unsafe, or threatening environment, as determined by the Company;
    g) Normal operator functions as described in operator's manuals or training after initial installation where training has already been performed;
    h) Problems relating to or caused by hardware and/or software not supplied by Company; and
    i) Problems relating to or caused by operating environment including heating, air conditioning, humidity and power which are not compliant with the Company's or manufacturer's specifications
11. All leased Machines must have an "active" Agreement. For non-leased Machines, termination of the Agreement by either party must be given by written notice to the other party not less than thirty (30) days prior to the expiration of the current term (original or renewal). In the event that this Agreement should be terminated by the customer prior to the ending date of the then current term (original or renewal), the customer shall not be entitled to any refunds of any amount paid under this Agreement
12. This Agreement constitutes the entire Agreement between the parties hereto, and supersedes all previous negotiations, commitments and agreements with respect to its subject matter. This Agreement may not be modified except in writing, acknowledged and signed by both parties. The terms of this Agreement shall prevail over any inconsistent terms appearing on any purchase order or acknowledgments submitted by the customer.

Authorization and Acceptance

Customer Signature:	**Date:**	**Employee Signature:**
Print Name:	**Title:**	**Print Name:**

March 30, 2012

Attachment: lineage-12162021093545 (RES-2021-1088 : Postage Machine Purchase for Town Hall)

quadient

Postage Meter Rental Agreement

Section (A) Office Information

Office Number	Office Name	Phone Number	Date
641	Lineage - Buffalo	(716) 631-3345	12/15/2021

Section (B) Billing Information

Town of Amherst
Company Name (Full Legal Name)

DBA

5583 Main Street
Mailing Address

Williamsville	**NY**	**14221**
City	State	Zip Code + 4

Kathy Cooper	**Deputy Town Clerk**
Contact Name	Contact Title

kcooper@amherst.ny.us
Email Address

(716) 631-7021	
Phone Number	Fax Number

Section (C) Installation Information (if different from billing information)

Town of Amherst
Company Name (Full Legal Name)

5583 Main Street
Installation Address (No PO Boxes)

Williamsville	**NY**	**14221**
City	State	Zip Code + 4

Kathy Cooper
Contact Name

kcooper@amherst.ny.us
Email Address

(716) 631-7021	
Phone Number	Fax Number

Main Post Office	Post Office Zip Code + 4

Section (D) Postage Meter Rental/Services and Payment/Funding Information

Monthly Meter Rental Payments:
$60.00 for 36 months

Payment Frequency: ☐ Quarterly ☐ Semi-annually ☐ Annually

- ☑ Tax Exempt (attach Exemption Certificate)
- ☑ Mail me a rental invoice
- ☐ Bill my NeoFunds postage account
- ☐ Bill my credit card (customer to submit authorization form)
- ☐ ACH Direct Debit (customer to submit authorization form)

Postage Funding Method:

- ☐ Bill Me ☑ Prepay by Check
- ☐ ACH Debit (Customer to submit authorization form)
- ☐ OMAS ☐ CPU (attach authorization form)

Agency Code *Sub Agency Code*

Postage Funding Account: ☐ New ☑ Existing Existing Account #: **82736116**

Section (E) Postage Meter and Services

Meter Model	Machine Model
IX7AI	IX7

Service Products (check all that apply)

- ☑ Online Postal Rates iMeter™ App (SP10)
- ☐ Online Postal Expense Manager iMeter™ App (SP20/NeoStats)
- ☐ Online E-Services iMeter™ App (SP30)
- ☐ NeoShip PLUS (EP70PLUS)
- ☐ NeoShip Install & User Guide (EP70GUIDES)
- ☐ RunMyMail ☐ 3G/4G Cell Service
- ☐ Maintenance
- ☑ Installation & Training

Section (F) Approval

Existing customers who are upgrading or renewing an Agreement and currently fund the POC account by ACH Debit will not be converted to a Postage Funding Account unless initial here _____.

This document consists of a Postage Meter Rental Agreement and an Online Services and Software Agreement with Quadient, Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Rental-Terms-V9-2020), which are also available at www.quadient.com/Rental-Terms-V9-2020, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Guided by Quadient, Inc.'s Sustainable Design and Responsible Manufacturing Policy, our Products may contain reused components. For more information visit https://www.quadient.com/about-us/sustainable-design-and-manufacturing.

Authorized Signature _____ Date _____

Print Name and Title _____

Accepted by Quadient Inc. and its Affiliates _____

Attachment: lineage-12162021093545 (RES-2021-1088 : Postage Machine Purchase for Town Hall)

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Town Clerk
Initiated by: **Francina J. Spoth**
Co-Sponsored by:

DOC ID: 25126 **RESOLUTION 2021-1089** **ADOPTED**

Purchase of Currency Scanner CRS #3088

BE IT RESOLVED, that the Town Board authorizes the purchase of a JetScan Currency Scanner 4062ES in the amount of $1,845.00 with the addition of a Citizen Printer CT-S280 in the amount of $423.00 and an annual maintenance agreement in the amount of $295.00;

THEREFORE, BE IT RESOLVED, that the Town Board authorizes the Town Clerk's Office to issue a Purchase Order to complete the purchase from Cummins Allison Corp., a Sole Source Provider, for a Currency Scanner, printer, and maintenance agreement as per the attached. Approval is pending successful completion of the contract routing system.

12/20/2021
Consent

FINANCIAL IMPACT:

A1410 2600 Other Equipment :

JetScan $1,845.00, Printer $423.00, Annual Maintenance Agreement $295.00

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

CUMMINS
CUMMINS-ALLISON CORP.

2233 Hobblebush [illegible]
Lakeview, NY 14085
Cellular Phone: (716) 713-4141
Email: pinellim@cumminsallison.com

11/8/21

Especially Prepared For

Town of Amherst



CUMMINS MODEL 4062ES SINGLE POCKET JETSCAN:

Our JetScan models have selectable speeds that range from 600 to 1,000 bills per minute allowing for currency sorting, counting, facing and strapping to be a fast and easy task. ***The 4062 has the ability to read U.S. currency in any direction and comes with magnetics counterfeit detection technologies***. Our bills-per-minute speed does not slow down like all of our competitors just because you are counting or sorting your currency while you search for possible suspect documents. All of our JetScan models stop exactly on a challenged bill: no-call, double, chain or a suspect document enabling the user to verify it right their and then! All of our JetScan units have a bright illuminated LED display making it very easy see under all lighting conditions. Multiple processing modes, unit/value display, adjustable strap stops are just a few of the many features that set us apart from all others as we enjoy an accuracy rate of unparalleled proportions at 99.99%.

JetScan 4062ES:

Retail Price:	$**2,495.00****
Amherst:	***$1,845.00****

Citizen Printer CT-S280: (Optional-Includes All Wires & Adapters)

Retail Price:	$667.00**
Amherst:	***$423.00****

** ***Applicable Tax & Shipping from FOB Mt. Prospect, Il and will be added to the final invoice.*** **

Preventative Maintenance Agreement for JetScan 4062: Includes ***ONE*** regular scheduled inspection, all trouble calls, all mileage, all travel time, all labor charges, denomination software upgrades, all fuel charges and all parts, except supplies. (Coverage will start after the factory 90-day warranty, giving you 15 months of coverage to start with)

2021, 1 Year Price: $295.00

Quote prepared by Mario Pinelli, and is good for 90 Days

Email: pinellim@cumminsallison.com Web Site: www.cumminsallison.com

Ask about our Leasing Purchase Programs that are available

***Invest in AMERICA*... Cummins is a U.S. manufacturer since 1[illegible]**

Attachment: TOA 4062ES Proposal (RES-2021-1089 : Purchase of Currency Scanner)

CA CUMMINS ALLISON

JetScan® Currency Scanner

One-Pocket Models



Attachment: 023-1743_Rev_F_JetScan_One-Pocket_Brochure (RES-2021-1089 : Purchase of Currency Scanner)

Scanning and examining each bill, not just counting pieces.

The JetScan scans and inspects each bill, determines exactly which denomination it is, and adds it to the running total. This means you can process an entire stack of mixed bills in a single pass. No presorting, no mistakes, so you'll get the job done faster than ever before. Count drops, prepare deposits, and total cassettes of cash easily and accurately with scanning technology developed by Cummins Allison.

Scanning is more than just counting

The JetScan examines each bill and determines its value, so you save by not having to pre-sort currency into separate denominations. Not only can you count mixed currency, but you can also sort mixed stacks into specific denominations, allowing you to replenish teller drawers, tills and cash dispensers quickly and easily.

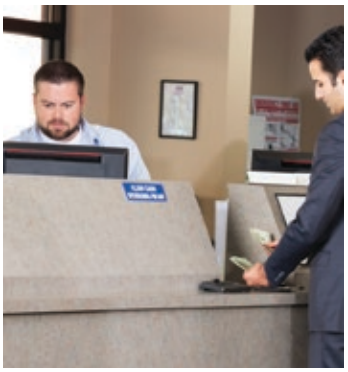
Scanning also allows you to reduce errors when strapping by identifying a "stranger" bill that does not belong in that strap, such as a $20 bill in a strap of $1s. You'll balance correctly the first time and finish the job faster.

Counterfeits are quickly identified with multiple levels of counterfeit detection. This prevents reissuing counterfeit bills back to your customers, or you can prevent counterfeits from entering your cash pool in the first place.



Processing modes to suit your needs

The JetScan features several different processing modes. This means users can operate the machine in ways that fit their environments the best. Whether it's a financial institution, retail environment, vending company, vault or gaming organization, the JetScan currency scanner configures to almost any need. With processing speeds of 1,500 bills per minute, the job gets done quickly and accurately with minimal stopping and with proven reliability you would expect for your business.





Attachment: 023-1743_Rev_F_JetScan_One-Pocket_Brochure (RES-2021-1089 : Purchase of Currency Scanner)

More useful than simple currency counters

Catches strangers

While counting any one denomination, JetScan stops on an incorrect bill that does not match the denomination being processed. A $20 bill is never counted as a $1 bill. This eliminates errors, speeds processing and frees operators to focus on other activities.

Counts mixed bills

JetScan processes mixed currency without presorting. It provides the total count and value plus individual counts and values if desired.

Sorts mixed money

JetScan speeds money sorting. It tracks individual counts and values for every denomination. If desired, different strap stops can be set for each denomination. JetScan automatically stops when each strap limit is reached.

Face/orient currency

JetScan can be used to face money so all bills are facing one direction. It can also be used to orient bills so that all the portraits are right side up.

Item counting

For non-currency items, JetScan currency sensors are turned off. Pieces can be counted, such as coupons, vouchers, etc.

Printed reports

Print detailed or summary reports on our compact thermal or impact printers. Many reports can be automatically printed as you process currency, or you can print them on-demand only when you want them. Printed reports give you a physical record of your counts that you can store or process further.



Shown with optional impact printer



Choose your level of counterfeit detection

JetScan is available with a wide range of counterfeit detection capabilities, depending on your specific needs. Choose from a variety of anti-counterfeit measures, including magnetic, ultraviolet, fluorescent, infrared and proprietary detection techniques. Plus, Cummins Allison's advanced analytic software can be upgraded to detect new counterfeits as they evolve.

Attachment: 023-1743_Rev_F_JetScan_One-Pocket_Brochure (RES-2021-1089 : Purchase of Currency Scanner)

JetScan one-pocket currency scanner

Features

Feeder type: Automatic feeder with auto-sensing document detection.

Four levels of memory: Keeps separate totals for: Sub-batches, batches, day totals and strap limits. All four are maintained during brownouts and power failures.

Unit/value display: Can be shown as units or dollars.

Add function: For cumulative counting when desired.

Verification: Allows currency to be counted or recounted without changing day totals.

Exact bill stopping: JetScan can be set up to stop precisely on a challenged bill.

Adjustable strap stops: Separate strap stop limits can be established for each denomination.

Dual denominating sensors: Provides high-speed denomination recognition of faced or unfaced bills.

Communications: Two RS232 serial ports are available for connection to printers, computers, JetSort® coin sorters and other devices.

Options

Suspect note detection: Machines are equipped with a range of counterfeit detection technologies that individually and collectively screen out suspect documents, including: magnetic, fluorescent, ultraviolet, infrared and proprietary detection techniques.

Remote display: 6- or 12-digit LED display showing count totals.

Printers: High-speed impact and thermal printers available.

High-capacity hopper: Holds up to 700 circulated bills.

Specifications

Speed: 1,500 bills per minute.

Denominations scanned: $1, $2, $5, $10, $20, $50 and $100.

Scanning accuracy: 99.99%.

Top hopper capacity: 300 circulated bills.

One pocket: 150 circulated bills.

Display/controls: 4.3" color touch screen.

Size: 10.75" W x 12" D x 9" H

Weight: 15 pounds.

Document size: Height: 2.41" to 3.8". Length: 4.5" to 7".

Power: 105-130 VAC or 198-253 VAC, 50/60 Hz.



Shown with optional impact printer



Shown with optional thermal printer

CUMMINS ALLISON

852 Feehanville Drive
Mt. Prospect, IL 60056
800 786 5528
cumminsallison.com

© 2015 Cummins-Allison Corp. Specifications subject to change without notice.

Generations of Vision and Excellence

Cummins Allison sets the standard for accuracy and dependability.

Cummins Allison is a global leader in developing solutions that quickly and efficiently count, sort and authenticate currency, checks and coin. We also offer a complete line of full-function automated teller machines (ATMs). With a heritage of leadership in technology and product innovation spanning more than 125 years, Cummins Allison serves the majority of financial institutions worldwide, as well as leading organizations in retail, gaming, law enforcement and government. Ninety-seven percent of our customers recommend our products and services.

CA holds more than 350 patents and invests double the industry average in R&D. Our world-class sales and service network includes hundreds of local representatives in more than 50 offices in North America, 4 wholly-owned subsidiaries in Europe and is represented in more than 70 countries around the world.

023-1743 Rev. F

Attachment: 023-1743_Rev_F_JetScan_One-Pocket_Brochure (RES-2021-1089 : Purchase of Currency Scanner)

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25102 **RESOLUTION 2021-1090** **WITHDRAWN**

Fireworks Permit - Transit Valley Country Club

Request for fireworks permit on December 31, 2021 at Transit Valley Country Club, 8920 Transit Road, time to be set by the Town Board, with the following conditions:

1. That the spectators, parking areas and dwelling be 350 feet from the fireworks discharge location for vertical mortars. (max. 5 inch shells)
2. That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
3. That the trajectory of shells shall not come within 25 feet of overhead objects.
4. That the actual shooters listed on the application be present at the site or a substitute shooters list be submitted five (5) or more days prior to the event.
5. If you would like to start the display earlier than the time proposed you must call 689-1212 before starting to be approved by our office.
6. Display shall follow NFPA 1123-2018 & 2020 IFC of NYS.
7. Time of display to be set and approved by the Amherst Town Board.
8. Certified crowd managers complying with Chapter 4 of the 2020 IFC must be adhered too.

FINANCIAL IMPACT:

$100.00 permit fee is paid.

RESULT:	**WITHDRAWN**

TOWN OF AMHERST
BUILDING DEPARTMENT
ERIE COUNTY, NEW YORK
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080
FAX: (716) 631-7192

MARK BERKE, P.E.
Commissioner of Building

Memorandum

DATE: December 1, 2021

TO: Francina Spoth, Town Clerk

FROM: Bryan W. Parnell, Senior Fire Inspector

RE: Fireworks Display – Transit Valley Country Club 8920 Transit Road

DATE & TIME: Friday, December 31, 2021

All items required on the application appear to be in order. Therefore, we hereby recommend the approval of this application with the following conditions.

1) That the Spectators, parking areas and dwellings be 350 feet from the fireworks discharge location for vertical mortars. (max. 5 inch shells)
2) That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
3) That the trajectory of shells shall not come within 25 feet of overhead objects.
4) That the actual shooters listed on the application be present at the site or a substitute shooters list be submitted five (5) or more days prior to the event
5) If you would like to start the display earlier than the time proposed you must call 689-1212 before starting to be approved by our office.
6) Display shall follow NFPA 1123-2018 & 2020 IFC of NYS.
7) Time of display to be set and approved by the Amherst Town Board.
8) Certified Crowd managers complying with Chapter 4 of the 2020 IFC must be adhered too.

Bryan W. Parnell

Senior Fire Inspector
Fire Safety Division

X:\DOCS\BWP\fireworks display\2021\8290 Transit - Transit Valley CC 12-31-2021 approval.docx

Attachment: DOC121621-12162021092501 (RES-2021-1090 : Fireworks Permit - Transit Valley Country Club)

Town of Amherst, 5583 Main St., Williamsville, NY 14221 PH: 716-631-7045 FX: 716-631-7152

APPLICATION FOR FIREWORKS DISPLAY

The undersigned hereby makes application to the Town Board of the Town of Amherst to acquire a license pursuant to Chapter 68 (Amusements) of the Code of the Town of Amherst for the public display of fireworks in the Town of Amherst, Erie County, New York:

1. Name of individual/company sponsoring the display and the names of the persons actually to be in charge of the firing of the display areas: Transit Valley Country Club

   Young Explosives Corp.
2. Date and time of day at which the display is to be held: Add reason for display: wedding, corporate event etc.

   Friday December 31, 2021 at 10:30pm
3. Exact location planned for the display:

   Transit Valley Country Club grounds, 8920 Transit Road, East Amherst, NY 14051
4. Age, experience and physical characteristics of individuals who are to discharge fireworks:

   Robert Koch - PR-665 over the age of 18

   Kaylee Koch - Over the age of 18
5. Number and kind of fireworks to be discharged (include largest shell size):

   approx. 500 misc. 1.3G & 1.4G shells; Largest shell 5"
6. Manner and place of storage of these fireworks prior to the display:

   With Young Explosives at all times.
7. Attached is a diagram of the grounds on which the display is to be held. This diagram shows the point at which the fireworks are to be discharged, the location of all the buildings, highways, and other lines of communications in addition to the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone lines or other overhead obstructions.
8. This application shall be accompanied by a bond or policy of public liability insurance with a limit of $3,000,000 for personal injuries and $1,000,000 for property damage and proof of Workers' Compensation Insurance.
9. This application for a Fire Prevention Operating Permit (Code 52) must be accompanied by a check in the amount of $90 made out to "Town of Amherst".

Date:

Company, Corporation or Individual
James R Young on behalf of Transit Valley CC

By: James R Young

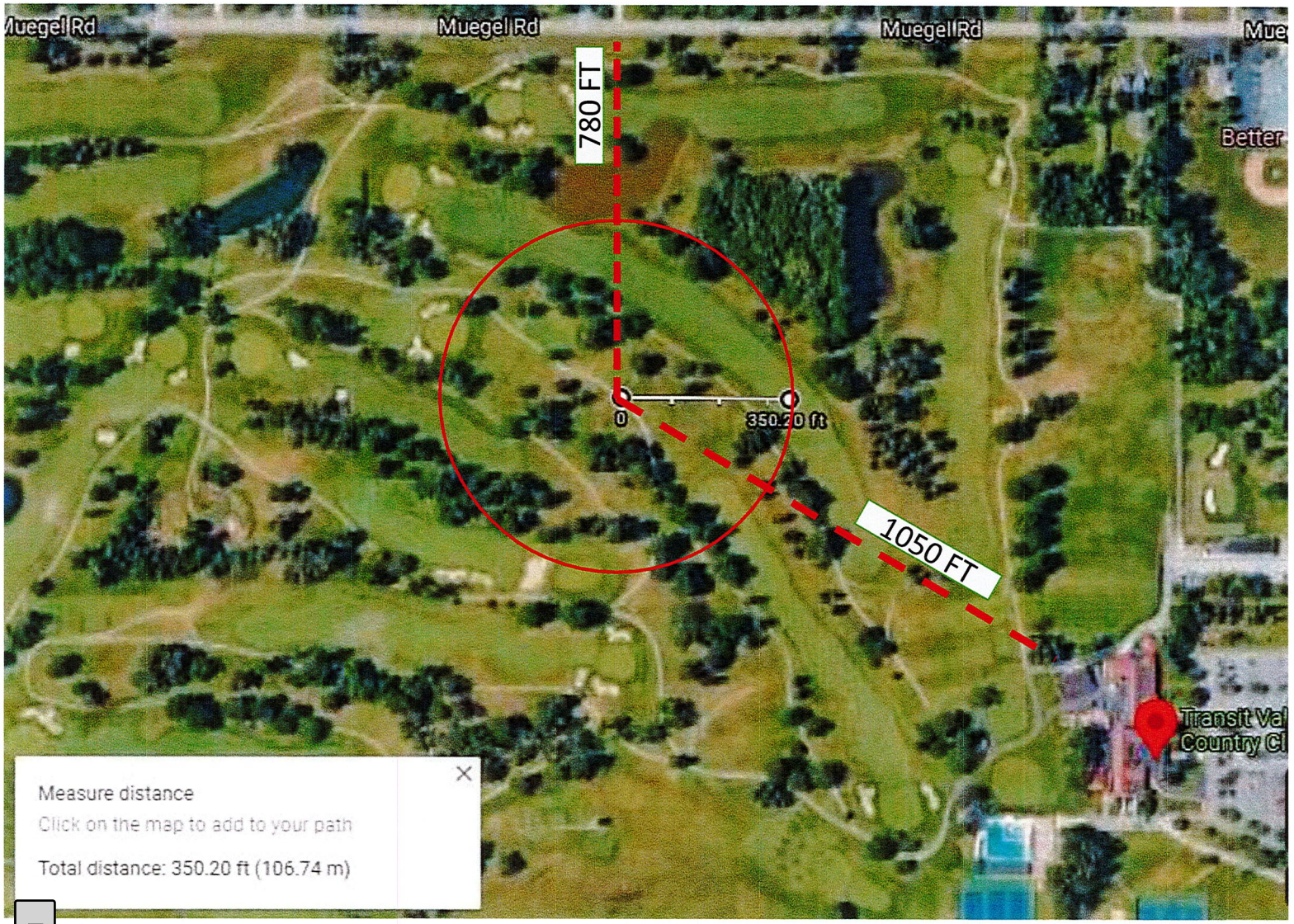
STATE OF NEW YORK
Monroe COUNTY
TOWN OF Brighton

Sworn to before me this 9 day of November 2021

Claudia Visca
Notary Public

CLAUDIA VISCA
Notary Public, State of New York
Qualified in Monroe County
Reg. No. 01VI6104902
My Commission Expires 02/02/2024

Attachment: DOC121621-12162021092501 (RES-2021-1090 : Fireworks Permit - Transit Valley Country Club)



Per NFPA 1123 350 feet Radius
(700 Ft Diameter) is minimum separation
Distance required for or 5-inch Shells

- Muegel Rd is >750 feet
- Nearest clubhouse structure is
  > 1,000 feet

Transit Valley CC – 8920 Transit Rd
(Dec 2021)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/3/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THI CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIE BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZE REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject t the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to th certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 216-658-7100 **FAX (A/C, No):** 216-658-7101 **E-MAIL ADDRESS:**
INSURED Young Explosives Corporation P.O. Box 18653 Rochester NY 14618	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Everest National Insurance Company 10120 **INSURER B :** Axis Surplus Insurance Company 26620 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1463482464 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOI INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THI CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	SI8GL00353-211	3/20/2021	3/20/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	SI8CA00054-211	3/20/2021	3/20/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	P-001-000088056-03	3/20/2021	3/20/2022	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
	Hired Car Physical Damage						ACV $100 Comp. $500 Coll.	Limit Ded. Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Date (s): Friday December 31, 2021
Location: Country Club Grounds
Additional Insured: Transit Valley Country Club; Town of Amherst
Group Code: Certificate#0359

CERTIFICATE HOLDER

Transit Valley Country Club
8920 Transit Road
East Amherst NY 14051

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: DOC121621-12162021092501 (RES-2021-1090 : Fireworks Permit - Transit Valley Country Club)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	6-NY-069-21-4K-00338
Chief, Federal Explosives Licensing Center (FELC)	Mama Howard	Expiration Date	October 1, 2024

Name
YOUNG EXPLOSIVES CORP

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
2165 NEW MICHIGAN ROAD
CANANDAIGUA, NY 14424-0000

Type of License or Permit
21-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

YOUNG EXPLOSIVES CORP
PO BOX 18653
ROCHESTER, NY 14618-0000

Licensee/Permittee Responsible Person Signature	President Position/Title
James R. Young Printed Name	11/4/2021 Date

Previous Edition is Obsolete

YOUNG EXPLOSIVES CORP:2165 NEW MICHIGAN ROAD:14424:6-NY-069-21-4K-00338:October 1, 2024:21-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **YOUNG EXPLOSIVES CORP**

Business Name:

License/Permit Number: **6-NY-069-21-4K-00338**

License/Permit Type: **21-MANUFACTURER OF EXPLOSIVES**

Expiration: **October 1, 2024**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

For Permit Use Only

Attachment: DOC121621-12162021092501 (RES-2021-1090 : Fireworks Permit - Transit Valley Country Club)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) YOUNG EXPLOSIVES CORP. 2165 NEW MICHIGAN ROAD CANANDAIGUA, NY 14424 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (585) 394-1783 1c. Federal Employer Identification Number of Insured or Social Security Number 160900107
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) YOUNG EXPLOSIVES CORPORATION PO BOX 18653 ROCHESTER, NY 14618	3a. Name of Insurance Carrier **New York State Insurance Fund (NYSIF)** 3b. Policy Number of Entity Listed in Box "1a" DBL 6163 63 - 9 3c. Policy effective period 04/01/2021 to 04/01/2022

4. Policy provides the following benefits:
- ☒ A. Both disability and paid family leave benefits
- ☐ B. Disability benefits only
- ☐ C. Paid family leave benefits only

5. Policy covers:
- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
- ☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 4/9/2021 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title **Melissa Jensen, Director of Disability Insurance Unit**

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier,this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agent of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

Certificate Number 638228

Attachment: DOC121621-12162021092501 (RES-2021-1090 : Fireworks Permit - Transit Valley Country Club)

NYSIF
New York State Insurance Fund

100 CHESTNUT STREET - SUITE 1000, ROCHESTER, NEW YORK 14604
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^ ^ ^ ^ ^ ^ 160900107
YOUNG EXPLOSIVES CORP
P O BOX 18653
ROCHESTER NY 14618

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
YOUNG EXPLOSIVES CORP P O BOX 18653 ROCHESTER NY 14618	YOUNG EXPLOSIVES CORPORATION PO BOX 18653 ROCHESTER NY 14618-1461

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
R 400 999-9	147930	01/01/2021 TO 01/01/2022	2/22/2021

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 400 999-9, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
JAMES YOUNG
1 OF 1 EXECUTIVE OFFICER OF
YOUNG EXPLOSIVES CORP

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 5 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUNI

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 349971331

U-26.3

Attachment: DOC121621-12162021092501 (RES-2021-1090 : Fireworks Permit - Transit Valley Country Club)

TOWN OF AMHERST
BUILDING DEPARTMENT
DIVISION OF FIRE SAFETY
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7142

FIRE PREVENTIO[illegible]
/ OPERATING PERMI

APPLICATION DATE	DATE ISSUED	EXPIRATION DATE	PERMIT NUMBER
12/01/2021	**12/01/2021**	**06/01/2022**	**FP-2021-0144**

APPLICANT	ADDRESS	PHONE NUMBER
Youngs Explosives Corporation	**PO Box 18653 Rochester**	**585-394-1783**

LOCATION OF ACTIVITY: Transit Valley Country Club - (SITE) 8920 Transit Rd, Amherst, NY

THE ABOVE NAMED INDIVIDUAL/BUSINESS HEREBY MAKES APPLICATION TO CONDUCT THE FOLLOWING ACTIVITY PER CHAPTER 83 OF THE BUILDING CONSTRUCTION ADMINISTRATION CODE OF THE TOWN OF AMHERST. AND FOR THE KEEPING, STORAGE, OCCUPANC USE, SALE, HANDLING, OR MANUFACTURE OF THE FOLLOWING: (STATE QUANTITIES NORMALLY TO BE STORED, HOW STORED, OR USE GIVING AMOUNTS FOR EACH KIND OR CATEGORY.)

Fireworks display on 12/31/2021 at 10:30PM
Display must comply with NFPA 1123 and the IFC

Max. of 5 inch shells with a minimum of 350 feet of clearance
Town board to approve final requirements

IN ACCORDANCE WITH THE FIRE PREVENTION CODE OR NFPA SECTION(S):

APPROVED BY FIRE OFFICIAL	DATE	FEE PAID
[signature]	**12/01/2021**	**100.00**

THIS PERMIT MUST BE POSTED ON THE ABOVE MENTIONED PREMISES

STATEMENT

I HEREBY ACKNOWLEDGE THAT: I HAVE READ THIS APPLICATION, THAT THE INFORMATION GIVEN IS CORRECT, AND THAT I AM THE OWNER OR DULY AUTHORIZED TO ACT IN THE OWNER'S BEHALF AND AS SUCH HEREBY AGREE TO COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE FIRE PREVENTION CODE.

Signature Title

DO NOT WRITE BELOW THIS LINE

COMMENTS:

APPROVED BY FIRE OFFICIAL DATE

WHERE APPLICABLE - SEPARATE PERMITS ARE REQUIRED FOR BUILDING CONSTRUCTION ACTIVITY INCLUDING ELECTRICAL, PLUMBING, AND MECHANICAL INSTALLATIONS.

Attachment: DOC121621-12162021092501 (RES-2021-1090 : Fireworks Permit - Transit Valley Country Club)

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25100 **RESOLUTION 2021-1091** **ADOPTED**

New Firefighters for East Amherst Fire Department

The new firefighters for the East Amherst Fire Department lives within the Town of Amherst and maintain a residence adjacent to the Fire District.

Taylor Sheehan
10A Southcreek Court
E. Amherst, NY 14051

Anthony Heibel
312 Patrice Terrace
Williamsville, NY 14221

12/20/2021
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: ANTHONY Heibel

Applicant Home Address: 312 PATRICE TERRACE, Williamsville, NY 14221

Under penalty of perjury I, Anthony Heibel affirm I am an applicant to be a member of the, EAST AMHERST FIRE DEPT (fire dept.) and my address of residence is listed above.

- ☐ My address is in the fire distract I've applied to or territory which is afforded protection by the fire department of the fire district or fire company pursuant to contract.
- ☒ My address is outside the district or territory that provides protection by the fire district or company, ~~but is in the vicinity of my occupation, in which I will be able to render active service as a volunteer. My occupation address is:~~

and is in an adjacent fire district.

Signature of Applicant: Anthony Heibel

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: Kenneth Russi

Title: PRESIDENT

Date: 12-5-2021

Submit this completed form to:
Amherst Town Clerk
5583 Main Street
Williamsville, NY 14221

Attachment: Heibel residency form 12.5.21 (RES-2021-1091 : New Firefighters for East Amherst Fire Department)

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: TAYLOR SHEEHAN

Applicant Home Address: 10A SOUTHCREEK COURT, E. AMHERST, NY 14051

Under penalty of perjury I, Taylor Sheehan affirm I am an applicant to be a member of the, EAST AMHERST FIRE DEPT. (fire dept.) and my address of residence is listed above.

- ☐ My address is in the fire distract I've applied to or territory which is afforded protection by the fire department of the fire district or fire company pursuant to contract.
- ☒ My address is outside the district or territory that provides protection by the fire district or company, ~~but is in the vicinity of my occupation, in which I will be able to render active service as a volunteer. My occupation address is:~~

  AND IS IN AN ADJACENT FIRE DISTRICT.

Signature of Applicant: Taylor Sheehan

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: Kenneth Russ

Title: PRESIDENT

Date: 12-5-21

Submit this completed form to:
Amherst Town Clerk
5583 Main Street
Williamsville, NY 14221

Attachment: Sheehan residency form 12.5.21 (RES-2021-1091 : New Firefighters for East Amherst Fire Department)

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25118 **RESOLUTION 2021-1092** **ADOPTED**

New Firefighters for Getzville Fire Company

New Firefighters for the Getzville Fire Company live in the Town of Amherst and reside within the Getzville Fire district.

Ethan Fargo
305 A Lehman Hall
University at Buffalo

Mark Schnobrich
34 Penny Lane
Amherst, NY 14228

12/20/2021
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: Ethan Fargo

Applicant Home Address: 305 A Lehman Hall, University at Buffalo

Under penalty of perjury I, Ethan Fargo affirm I am an applicant to be a member of the, Getzville Fire Company (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: Ethan Fargo

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:

Title: Corporate Secretary

Date: 11/21/21

Submit this completed form to:
Amherst Town Clerk
5583 Main Street
Williamsville, NY 14221

Attachment: Ethan Fargo residency (2) (RES-2021-1092 : New Firefighters for Getzville Fire Company)

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: MARK J. SCHNOBRICH

Applicant Home Address: 34 PENNY LANE, AMHERST, NY 14228

Under penalty of perjury I, MARK J. SCHNOBRICH 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: Corporate Secretary

Date: 11/21/21

Submit this completed form to:
Amherst Town Clerk
5583 Main Street
Williamsville, NY 14221

Attachment: Mark Schnobrich residency (2) (RES-2021-1092 : New Firefighters for Getzville Fire Company)

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25150 **RESOLUTION 2021-1093** **ROLL CALL VOTE (ADOPTED)**

Snowplow Permits

JINA Associates #0185
John Militello
3290 Genesee Street
Cheektowaga, NY 14225

Thomas H Cassata #0186
4094 N Bailey Avenue
Amherst, NY 14226

Tom Nola #0187
106 Devon Lane
Williamsville, NY 14221

Anthony Casey #0188
390 Meyer Road
Amherst, NY 14226

Ron's Snowplowing #0189
Ronald J Metzger
100 Reist Street
Williamsville, NY 14221

Fiorellas Snowplowing #0190-#0193-#0219
John Fiorella
55 Delaware Street
Tonawanda, NY 14150

Picone Landscaping & Snowplowing #0194-#0201
Robert Picone
234 Ranch Trail West
Williamsville, NY 14221

CRJ Landscaping & Snowplowing Inc. #0202-#0205
Chris Jeffreys
144 Warren Drive
Kenmore, NY 14217

Jay's Landscaping, Inc. #0206-#0209
Jason Kochan
297 MacArthur Drive
Williamsville, NY 14221

DiNatale Enterprises, Inc. #0210
Michael DiNatale
337 North French Road
Amherst, NY 14228

Mark Lord #0211
91 Lexington Terrace
Snyder, NY 14226

Lesnewski Landscaping #0212-#0213
Madison Lesnewski
32 Joseph Drive
Tonawanda, NY 14150

Al's Land & Snow #0214-#0215
Brenda Gizzwaldi
684 Pletcher Road
Lewiston, NY 14092

James McDonald #0216
95 Wilmington Avenue
Tonawanda, NY 14150

Exclusive Landscaping #0217-#0218
Sal Ferreri
87 Margaret
Amherst, NY 14226

6580 Main Street, LLC #0220
William Capicotto
6580 Main Street, Suite 2
Williamsville, NY 14221

Landscape Associates of WNY #0211-#230
Chad Weiser
P.O. Box 623
Sanborn, NY 14132

Matthew Fildes #0231
376 Kinsey Avenue
Kenmore, NY 14217

R Harris Landscape #0232-#0234
Russ Harris
6418 Harris Road
Lockport, NY 14094

Ground Effects Site Services, Inc. #0235-#0237
Joe Ricchiazzi
6808 Townline Road
North Tonawanda, NY 14120

The English Gardener, Ltd. #0238-#0241
Joseph Han
4000 Harlem Road
Amherst, NY 14226

Pfohmer Landscaping and Snowplowing LLC #0242
Nicholas Pfohmer
357 Floradale Avenue
Tonawanda, NY 14150

Stonish's Lawn Care & Snowplowing #0243-#0251
Mark Stonish
79 Meyer Road
Amherst, NY 14226

F & T Snowplowing & Removal Inc. #0252-#0257
Christopher Ford
165 East Avenue
West Seneca, NY 14224

Kazmar Construction, LLC #0258-#0261
Gary Kazmarek
1547 Military Road
Kenmore, NY 14217

Dabbie Lawn Care #0262
Rodney Deckem
430 Lasalle Avenue
Buffalo, NY 14215

Marino Construction Inc. #0263-#0264
Vittoriano Manocchio
9190 Hillview Drive
Clarence, NY 14031

Terra-Care #0265
Richard Kelver
853 Robin Road
Amherst, NY 14228

JPV Landscaping & Lawn Care #0266-#0267
John P Valencourt
26 Shirley Avenue
Buffalo, NY 14215

Niagara Frontier Plowing #0268
Tom Foley
117 Cramer Street
North Tonawanda, NY 14120

Regan Landscape Inc. #0269-#0272
Matthew Regan
1517 Kenmore Avenue, Ste #2
Kenmore, NY 14217

12/20/2021
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0 (Councilmember Bucki recused herself on vote for R Harris Landscape).

FINANCIAL IMPACT:

Income to the Town

RESULT:	**ROLL CALL VOTE (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: 12/20/21 07:00 PM
Department: Central Alarm
Initiated by: **Stephen Matisz**
Co-Sponsored by:

DOC ID: 25127 **RESOLUTION 2021-1094** **ADOPTED**

Wilmac Maintenance Agreement CRS #2897

Request the Supervisor to sign a maintenance agreement for fire and police recording equipment software.

12/20/2021
Consent

FINANCIAL IMPACT:

$10,162.00 from A3020 4110

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

wilmac

Invoice

Wilmac Business Equipment Company, Inc.
73 State Street
Suite 200
Rochester, NY 14614
(800) 836-1160

Date	Invoice #
9/17/2021	1503

Bill To
Amherst Central Fire Alarm and Police Dep Central Fire Alarm And Police Department 500 John James Audubon Parkway Amherst, NY 14228 United States

Ship To
Amherst Central Fire Alarm & Police Dept. 500 John James Audubon Parkway Amherst, NY 14228 United States

P.O. No.	Rep	Payment Terms
Email Approval Quote#2829	AF	Due on receipt

	Description	Coverage Period	Qty	Billable Amount
WIL-CERT-SILVER	NICE Inform 9 S/N: 33925301&3715581119, COR-106260 Certified Service Advantage, Silver SLA Maintenance contract includes unlimited break/fix service, software patches, bug fixes, and minor version upgrades by certified system engineers. Silver SLA includes 24x7 remote service and 8x5 on-site service.	11/1/2021 to 10/31/2022	1	8,160.00
PS-MAINT-NICE-IND-SA-PS.	Software Assurance for 1 year for Business Partners. In addition to Standard/Enhanced maintenance. Includes major version software upgrades.	11/1/2021 to 10/31/2022	1	2,002.00

Subtotal	$10,162.00
Sales Tax (0.0%)	$0.00
Total	$10,162.00
Balance Due	$10,162.00
Tax	NYS - Tax Exempt

Please Remit Payment To:

Wilmac Business Equipment Co. Inc.
73 State Street, Suite 200
Rochester, NY 14614

Attachment: Wilmac (RES-2021-1094 : Wilmac Maintenance Agreement)

EXHIBIT A

SERVICE LEVEL AGREEMENT

SILVER LEVEL

Definitions and Requirements

The Wilmac Business Equipment Co., Inc. Service Level Agreement is based on Wilmac's ability to receive and the customer's ability to provide remote access to the equipment and software maintained. Failure to provide remote access will invalidate the Service Level Agreement.

Service Priorities

Priority 1 – Critical Failure, as defined below.

Response Category	Normal Response Times
On-Site Support Coverage	Standard 8:30 AM – 5:00 PM Local Time, Monday through Friday.
Phone/Remote Support	Twenty-four (24) hours, Seven (7) days.
Call Back Response Time	Sixty (60) minutes after receipt of call from Customer's authorized representative.
Remote and/or On-Site Response Time	Six (6) hour Remote and/or On-Site Response Times are in effect following the determination that on-site support is required.

Priority 2 – Major Problem, as defined below.

Category	Normal Response Times
On-Site Support Coverage	Standard 8:30 AM – 5:00 PM Local Time, Monday through Friday.
Phone/Remote Support	Twenty-four (24) hours, Seven (7) days.
Call Back Response Time	One hundred and twenty (120) minutes after receipt of call from Customer's authorized representative.
Remote and/or On-Site Response Time	Twenty-four (24) hours Remote and/or On-Site Response Times are in effect following the determination that on-site support is required.

Attachment: Wilmac (RES-2021-1094 : Wilmac Maintenance Agreement)

Priority 3 – Product Anomaly, as defined below.

Response Category	Normal Response Times
On-Site Support Coverage	Standard 8:30 AM – 5:00 PM Local Time, Monday through Friday.
Phone/Remote Support	Twenty-four (24) hours, Seven (7) days.
Call Back Response Time	Twenty-four (24) hours after receipt of call from Customer's authorized representative.
Remote and/or On-Site Response Time	Forty-eight (48) hours Remote and/or On-Site Response Times are in effect following the determination that on-site support is required.

Priority 4 – System Inquiry, Planned Intervention or Request for Information, as defined below.

Response Category	Normal Response Times
On-Site Support Coverage	Standard 8:30 AM – 5:00 PM Local Time, Monday through Friday.
Phone/Remote Support	Standard 8:30 AM – 5:00 PM Local Time, Monday through Friday
Call Back Response Time	Twenty-four (24) hours after receipt of call from Customer's authorized representative.
Remote and/or On-Site Response Time	Forty-eight (48) hours Remote and/or On-Site Response Times are in effect following the determination that on-site support is required.

PRIORITY DEFINITIONS

Priority 1 – Critical Failure – In a 100% recording environment, any failure of equipment, Wilmac provided software or communications to the Wilmac provided products, which results in loss of recording channels or data, or if allowed to persist will result in such recording loss.

Priority 2 – Major Problem – Any problem resulting in loss of ability to retrieve calls or loss of replay functionality for two or more workstations.

Priority 3 – Product Anomaly – Any problem affecting one or more workstations which does not result in a loss of recording or replay but nevertheless results in diminished Product response or performance, for example, if an administrator loses the ability to add or delete users.

Priority 4 – System Inquiry, Planned Intervention or Request for Information

Attachment: Wilmac (RES-2021-1094 : Wilmac Maintenance Agreement)

wilmac

Quote

Quote Number: 2829
Payment Terms: Due upon receipt
Expiration Date: 10/31/2021

Bill To:

500 John James Audubon Parkway
Amherst, NY 14228
United States

Stephen Matisz
Phone: (716) 689-1230
smatisz@amherst.ny.us

Ship To:

Amherst Central Fire Alarm And Police Department
500 John James Audubon Parkway
Amherst, NY 14228
United States

Wilmac Representative:
Annette Friery
Phone: (585) 454-1160 Ext. 207
afriery@wilmacco.com

Software Maintenance Agreement Renewal
Coverage Period: 1 Year
Start: 11/1/2021
End: 10/31/2022

Item	Quantity	Unit Price	Adjusted Unit Price	Extended Price
.NICE Inform 9	1	$0.00	$0.00	$0.00
Certified Service Advantage, Silver SLA Maintenance contract includes unlimited break/fix service, software patches, bug fixes, and minor version upgrades by certified system engineers. Silver SLA includes 24x7 remote service and 8x5 on-site service.	1	$8,160.00	$8,160.00	$8,160.00
PS-MAINT-NICE-IND-SA-PS Software Assurance for 1 year for Business Partners. In addition to Standard/Enhanced maintenance. Coverage: Includes Major Version software upgrades	1	$2,002.00	$2,002.00	$2,002.00

S/N: 33925301&3715581119, COR-106260

Item Total **$10,162.00**

Subtotal **$10,162.00**

Total **$10,162.00**

Currency: USD

Authorizing Signature _____

Date _____

Purchase Order No. _____

Note: This pricing does not include applicable sales tax. Pricing is subject to change with changes to the configuration of the system.

Wilmac Business Equipment Co. Inc., 73 State Street, Suite 200, Rochester, NY 14614 - Currency USD

Attachment: Wilmac (RES-2021-1094 : Wilmac Maintenance Agreement)

NICE

Updated letter September 9, 2021

To: Whom it may concern

Re: Wilmac Company, NICE Public Safety Dealer

Dear Customer,

Thank you for your consideration of NICE Systems Inc., Wilmac Company and our NICE audio recording solutions.

Please be advised that Wilmac is the only NICE contracted Premier Public Safety Dealer Business Partner for the following geographic territories.

- New York City and Long Island and central and western New York State.
- States of Vermont, Pennsylvania, Delaware and New Jersey.
- Greater Toronto Area (GTA) which includes the GTA and south to Buffalo.

Certification means Wilmac has NICE factory trained personnel and resources for sales, sales engineering, and implementation as well as for ongoing system support services.

Wilmac has consistently been a top performing sales and support services public safety dealer Business Partner since 1992.

NICE Systems included Wilmac in the prestigious NICE public safety "Premier Partner" group.



Please contact me if you have any questions.

Sincerely,

Dirk Boomstra

Dirk Boomstra
NICE Systems Inc.
Partner Relationship Manager
Public Safety Division - United States and Canada
Mobile 616.600.2080
dirk.boomstra@nice.com
www.nice.com

Attachment: Wilmac (RES-2021-1094 : Wilmac Maintenance Agreement)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
WILMAC BUSINESS EQUIPMENT COMPANY INC

73 STATE STREET
ROCHESTER, NY 14614

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
585-454-1160

1c. Federal Employer Identification Number of Insured or Social Security Number
160875039

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Williamsville, NY 14221

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL297643

3c. Policy effective period
06/01/2021 to 05/31/2022

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 9/22/2021 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

DB-120.1 (10-17)

Attachment: Wilmac (RES-2021-1094 : Wilmac Maintenance Agreement)

WILMBUS-01 JZIELENSKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/5/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # PC-637578
Walsh Duffield Companies, Inc.
155 Culver Road, Suite 200
Rochester, NY 14620

CONTACT NAME: June A. Zielenski
PHONE (A/C, No, Ext): (585) 267-8712 FAX (A/C, No):
E-MAIL ADDRESS: jzielenski@walshduffield.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company	11000
INSURER B : Beazley Insurance Co	37540
INSURER C : Travelers C & S Co. of America	31194
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Wilmac Business Equipment Co., Inc.
dba Wilmac Co.
73 State Street
Rochester, NY 14614

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	01SBARH4225	11/1/2021	11/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	01SBARH4225	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	01SBARH4225	11/1/2021	11/1/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		01WECZS9983	11/1/2021	11/1/2022	PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	E&O/Cyber LI			V20410210501	10/15/2021	10/15/2022	E&O/Cyber LI	2,000,000
C	3rd Party Crime			0106388594LB	10/7/2021	10/7/2024	Crime	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured, if required in written contract per endorsement #SS0008: Town of Amherst

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Edward F. Walsh Jr.

ACORD 25 (2016/03)

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Attachment: Wilmac (RES-2021-1094 : Wilmac Maintenance Agreement)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) **Wilmac Business Equip Co., Inc.** **73 State Street** **Rochester, NY 14614** Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured **(585) 454-1160** 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 16-0875039
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) **Town of Amherst** **5583 Main Street** Williamsville, NY 14221	3a. Name of Insurance Carrier **Sentinel Insurance Company** 3b. Policy Number of Entity Listed in Box "1a" **01WECZS9983** 3c. Policy effective period 11/1/2021 to 11/1/2022 3d. The Proprietor, Partners or Executive Officers are [X] included. (Only check box if all partners/officers included) [ ] all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? [ ] YES [X] NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Edward F. Walsh, Jr.
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Edward F Walsh Jr. 11/11/2021
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-853-3820

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-15) www.wcb.ny.gov

Attachment: Wilmac (RES-2021-1094 : Wilmac Maintenance Agreement)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Attachment: Wilmac (RES-2021-1094 : Wilmac Maintenance Agreement)

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 25140 **RESOLUTION 2021-1095** **ADOPTED**

Budget Transfers and Amendments

To: Town Board
From: Office of Town Comptroller
Date: 12/15/2021
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 - 2021

FROM:	***TO:***
N1854.1000 Personal Services $111.11	N1854.1853 Sick Leave Incentive $215.78
N1854.4030 FICA $165.93	N1854.8030 FICA $45.88
	N1854.4000 Contractual $15.38

To clean up budget in N1854.

BUDGET AMENDMENTS - 2021

INCREASE:	***INCREASE:***
KP2126.03089 NYS Grant $932,626.00	KP2126.4972 Construction Exp $932,626.00

To record budget for NYS Grant awarded to Audubon Library.

N0001.20063 CDBG Income $2,475.00	N1521.4000 Contractual $2,475.00

To recognize Community Development program income for PO 22123717.

N2141.02785 Amh Homebuyer Assist $4,500.00	N2141.4000 Contractual $4,500.00
N2154.02785 Amh HOME Admin $500.00	N2154.4003 Admin Exp $500.00

To recognize Community Development program income for 43 Beehunter Ct, Amherst.

N2123.02785 CDBG & VG PI $170.00	N2123.4000 Admin $170.00

To recognize Community Development program income from 169 Hillcrest, Amherst.

A1410.01090 Town Clerk - Int. & Penalties $14,500.00	A1410.2600 Other Equipment $13,000.00
	A1410.2100 Furniture, Desks, Chairs $1,500.00

To recognize revenue over budget and increase expenditures for purchase of currency counter, mail folder, chairs and a desk.

A3510.05001 Animal Control - Refund of C/Y Exp. $355.00	A3510.4110 Contractual $355.00

To recognize refund of current year expense for overpayment of kennel fees.

A3120.05001 Police - Refund of C/Y Exp. $500.00	A3120.4230 Passenger Vehicles $3,358.81
A3120.02680 Police - Insurance Proceeds $2,858.81	

To recognize reimbursements for damage to police vehicles and increase repair line.

A3120.05001 Police - Refund of C/Y Exp. $225.00	A3120.4017 Firearm Range Supplies $225.00

To recognize refund of current year expense for use of APD Range.

N2141.02785 Amh Homebuyer Assist $4,500.00 N2141.4000 Contractual $4,500.00
N2154.02785 Amh HOME Admin $500.00 N2154.4003 Admin Exp $500.00
To recognize Community Development program income for 521 Capen Blvd, Amherst.

N2150.02785 Tonawanda HOME- PI $6,750.00 N2150.4000 Contractual $6,750.00
N2153.02785 Tonawanda Admin- PI $750.00 N2153.4003 Admin $750.00
To recognize Community Development program income from 42 Northwood Dr, Tonawanda.

DECREASE: ***DECREASE:***

A7115.04002 County Grant Revenue $5,000.00 A7115.4110 Contractual $5,000.00
To decrease and match grant agreement.

DECREASE: ***INCREASE:***

A 0909 Fund Balance $25,000.00 A7550.4150 Celebrations $25,000.00
To increase Celebrations for contributions for railway train car, originally budgeted in 2019.

12/20/2021
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: 12/20/21 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 25142 **RESOLUTION 2021-1096** **ADOPTED**

Interfund Loan

Please approve an interfund loan from the General Fund (A) to the Liability Fund (P) for an amount up to $1,149,540 for year ended 12/31/2021. $1,149,540 is in the 2022 Budget for contributions into the Liability Fund (P) and represents the last payment for a settlement case that was paid in 2021 but not budgeted in 2021. The loan will be repaid in February 2022.

12/20/2021
Consent

FINANCIAL IMPACT:

N/A

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: 12/20/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 25076 **RESOLUTION 2021-1097** **ADOPTED**

Audubon Golf Course Irrigation System Pump Maintenance - CRS #3045

WHEREAS, pump maintenance is required on the Audubon Golf Course irrigation system; and

WHEREAS, three quotes were received for the work in accordance with GML 103 and the Town's Procurement Policy; and

WHEREAS, the lowest responsible quote was received from Pump Irrigation Technologies;

NOW, THEREFORE, BE IT RESOLVED, the contract with Pump Irrigation Technologies is hereby approved; and

BE IT FURTHER RESOLVED, the Supervisor is authorized to sign the contract with Pump Irrigation Technologies; and

BE IT FURTHER RESOLED, a down payment of 50% ($16,991.00) is hereby authorized; and

BE IT FURTHER RESOLVED, approval is subject to successful completion of the contract routing system.

12/20/2021
Consent

FINANCIAL IMPACT:

A7250-4110 $33,982.00

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

Pump Repair and Motor Replacement
Audubon Golf Course
500 Maple Road
Williamsville, NY 14221

	Bidders Name	Quote
1	MCI Flowtronex	$38,762.00
2	Pump Irrigation Technologies	$33,982.00
3	Bailey Electric Motor & Pump	$37,748.60

Attachment: Audubon Golf Course Pump Quote Analysis (RES-2021-1097 : Audubon Golf Course Irrigation System Pump Maintenance - CRS

Pump Irrigation Technologies Inc.
4647 Morningside Dr
Eden NY 14057

Quote

Date	Quote #
12/1/2021	678-Updated

Name / Address	Ship To
Audubon GC 500 Maple Rd Amherst NY 14221	Audubon GC 500 Maple Rd Amherst NY 14221

P.O. No.	Terms	Project
	Net 30	All Three Pumps

Description	Qty	Cost	Total
25hp 3/1800/230-460 GE 5KS284QNM3025, No. TFP1538, Disassemble, Clean, & Inspect Motor. Test Motor Stator Windings, Electrically For Grounds, Shorts, & Opens. Wash, Dip, & Bake Windings, Replace Bearings, Disassemble & Inspect Nrr. Re-Fill With Oil. Run & Bench Test Unit	1	3,504.00	3,504.00
PUMP RECONDITION 25HP Disassemble, Clean, & Inspect Pump. Replace Spider Bearing, Replace Packing Case Bearing, Replace Suction Bowl Bearing, Replace Intermediate Bowl Bearing, Replace Discharge Bowl Bearing. Fabricate And Install Wear Ring. Trim Impeller For Proper Fit, Replace Packing, Replace Packing Case Gasket. Reassemble And Confirm Proper Operation.	1	7,550.00	7,550.00
40hp, 3/1800/230-460 GE MOTOR, 5KS324D6005B, No. 1FG254234, , WEATHER PROOF ENCLOSURE, SCOPE OF WORK TO INCLUDE: Disassemble, Clean, And Inspect Components, Measure Bearing Journals To Confirm Tolerances, Replace Bearings, Clean, Dip, And Bake Stator, Change Oil In Anti-Ratchet Device, Run & Test Unit	2	2,910.00	5,820.00

	Subtotal
	Sales Tax (8.75%)
Signature	**Total**

Phone #	E-mail	Web Site
7168184329	salsgroi@pumpirrigation.com	pumpirrigation.com

Attachment: PIT Quote (RES-2021-1097 : Audubon Golf Course Irrigation System Pump Maintenance - CRS #3045)

Pump Irrigation Technologies Inc.
4647 Morningside Dr
Eden NY 14057

Quote

Date	Quote #
12/1/2021	678-Updated

Name / Address	Ship To
Audubon GC 500 Maple Rd Amherst NY 14221	Audubon GC 500 Maple Rd Amherst NY 14221

P.O. No.	Terms	Project
	Net 30	All Three Pumps

Description	Qty	Cost	Total
40HP PUMP RECONDITION Disassemble, Clean, & Inspect Pump Assembly. Fabricate And Install New Wear Rings In 2 Stages. Trim Impeller Eye For Proper Fit. Replace Bowl Bearings, Replace Suction Bowl Bearing. Replace Packing Case Bearing, Replace Packing, Replace Necessary Hardware, Reassemble & Paint Unit. *****All workers who qualify will be paid prevailing wage while working at Audubon GC*****	2	7,554.00	15,108.00
Crane to off load and set pump - Two Trips ***Roof/Hatch to be removed by others ***	1	2,000.00	2,000.00
****As with all pump work the above prices include normal refurbish work. If after disassembly, more damage is found than anticipated, ****we will stop work and requote before proceeding Freight Not Included			

Subtotal	$33,982.00
Sales Tax (8.75%)	$0.00
Total	$33,982.00

To accept quote please respopnd by E-mail or mail a signed copy back

Signature _____

Phone #	E-mail	Web Site
7168184329	salsgroi@pumpirrigation.com	pumpirrigation.com

Attachment: PIT Quote (RES-2021-1097 : Audubon Golf Course Irrigation System Pump Maintenance - CRS #3045)

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 25089 **RESOLUTION 2021-1098** **ADOPTED**

Award RFP #202110 - Pre-Employment and Fitness for Duty Exams - CRS #3047

WHEREAS, the Contract Compliance and Administration Department received proposals for RFP #202110 Pre-Employment and Fitness for Duty Evaluations on October 21, 2021; and

WHEREAS, the RFP process resulted in responses from two (2) 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 contract to WellNow Urgent Care; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with WellNow Urgent Care.

12/20/2021
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
RFP 202110 - PRE-EMPLOYMENT AND FITNESS FOR DUTY PHYSICALS
RFP ANALYSIS SHEET

Raw Score is rated on a scale of 1-10

Description	Percentage (Weight)	*WellNowUrgent Care Original Score*		*HealthWorks WNY Original Score*	
		Raw Score	*Weighted*	*Raw Score*	*Weighted*
Qualifications & Experience	30	*8.00*	*24.00*	*10.00*	*30.00*
Total Cost to Town	40	*10.00*	*40.00*	*8.08*	*32.33*
Project Approach: Location of facility relative to Town of Amherst, hours and employees at each location	20	*9.00*	*18.00*	*9.00*	*18.00*
References	10	*9.00*	*9.00*	*10.00*	*10.00*
TOTAL EVALUATION	**100**		***91.00***		***90.33***

NOTES:

Attachment: RFP 202110 Scoring Sheet - Pre-Employment & Fitness for Duty Physicals (RES-2021-1098 :

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 25090 **RESOLUTION 2021-1099** **ADOPTED**

Award RFP #202111 - Employee Assistance Program - CRS #3048

WHEREAS, the Contract Compliance and Administration Department received proposals for RFP #20211 Employee Assistance Program on October 28, 2021; and

WHEREAS, the RFP process resulted in responses from two (2) 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 contract to eviCore healthcare MSI, LLC dba eviCore healthcare; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with eviCore healthcare MSI, LLC dba eviCore healthcare, pending successful completion of the contract routing system.

12/20/2021
Consent

FINANCIAL IMPACT:

A1430-4090; Amount TBD

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

TOWN OF AMHERST
RFP 202111 - EMPLOYEE ASSISTANCE PROGRAM
RFP ANALYSIS SHEET

Raw Score is rated on a scale of 1-10

Description	Percentage (Weight)	*Child & Family Svc. Original Score*		*eviCore Original Score*	
		Raw Score	*Weighted*	*Raw Score*	*Weighted*
Qualifications & Experience	20	*10.00*	*20.00*	*10.00*	*20.00*
Understanding of Project Requirements	10	*10.00*	*10.00*	*9.00*	*9.00*
Total Cost to Town	40	*8.27*	*33.09*	*10.00*	*40.00*
Methodology and Management Plan	20	*10.00*	*20.00*	*9.00*	*18.00*
References	10	*10.00*	*10.00*	*10.00*	*10.00*
TOTAL EVALUATION	**100**		***93.09***		***97.00***

NOTES:

Attachment: RFP 202111 Analysis - Employee Assistance Program (RES-2021-1099 : Award RFP #202111

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 25111 **RESOLUTION 2021-1100** **ADOPTED**

Town Wide Ice Melt - Site One Landscape Supply CRS #3068

WHEREAS, the Contract Compliance and Administration Department is requesting approval to use the Erie County Contract (Bid #221262-004) for the purchase of Ice Melt, with Site One Landscape Supply; and

WHEREAS, the contract term is through October 31, 2022;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves and authorizes the use of the Erie County bid for the purchase of Ice Melt; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Site One Landscape Supply.

12/20/2021
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

AGREEMENT

Let this document stand as an Agreement between Site One Landscape Supply and the Town of Amherst permitting the Town of Amherst to participate in the Erie County Ice Melt contract Bid #221262-004 for the contract term through October 31, 2022.

Agreed to and Accepted by:

Site One Landscape Supply

By: _____
Signature

Keith McGinty
Printed Name

DIRECTOR
Title

Date: 12-2-21

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Site One CRS (RES-2021-1100 : Town Wide Ice Melt - Site One Landscape Supply - CRS #3068)

Addendum to Contract Award Minor Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate

(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: Site One CRS (RES-2021-1100 : Town Wide Ice Melt - Site One Landscape Supply - CRS #3068)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

Attachment: Site One CRS (RES-2021-1100 : Town Wide Ice Melt - Site One Landscape Supply - CRS #3068)

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

SiteOne Landscape Supply
Print Name of Company

By: _____
Signature

Keith McGinty
Printed name

Date: 12-2-21

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Site One CRS (RES-2021-1100 : Town Wide Ice Melt - Site One Landscape Supply - CRS #3068)

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: SiteOne Landscape Supply

Signature: _____

Print Name: Keith McGinty

Title: DIRECTOR

Date: 12-2-21

NOTARY PUBLIC STATE OF OHIO

Sworn To Before Me This

2nd Day of December, 2021

Grace Brownlee

Notary Public

GRACE BROWNLEE
Notary Public - State of Ohio
Recorded in Cuyahoga County
My Commission Expires 9/11/24

Revised 4.2017

Attachment: Site One CRS (RES-2021-1100 : Town Wide Ice Melt - Site One Landscape Supply - CRS #3068)

COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM

TO: All Using Departments

FROM: Tricia Pierce, Buyer

DATE: November 22, 2021

SUBJECT: Ice Melt Products
Bid #221262-004

This is to advise you that there is a new contract for ***Ice Melt Products.*** The new contract is good through October 31, 2022.

For your convenience any information needed is listed on the attached sheet. Please be sure to get your requirements in early. Check your stock to see if your department needs to place an order.

When submitting your requisition, please be sure to use commodity code #775 and purchasing group #004. Be sure to reference bid #221262-004.
For your convenience I have listed the information on the attached sheet.

Attachment: Site One CRS (RES-2021-1100 : Town Wide Ice Melt - Site One Landscape Supply - CRS #3068)

ICE MELT PRODUCTS
CONTRACT TERM: NOVEMBER 1, 2021 – OCTOBER 31, 2022
BID NO.: 221262-004
COMMODITY CODE: 775

VENDOR INFORMATION

Siteone Landscape Supply – Vendor #118129
2479 Walden Ave.
Cheektowaga, NY 14225
Telephone 716-684-0151
Email Jrhodes@siteone.com or rkreher@siteone.com
No Minimums

Bison Laboratories – Vendor #109769
100 Leslie Street
Buffalo, NY 14211
Telephone #716-895-2707
Fax #716-895-1408
Pallet Quantities only.

1. **ICE MELTER - Siteone Landscape Supply**
   Brand: Scotwood Eco-green
   $8.14/50#Bags
   $398.86/pallet-49 Bags

2. **ROCK SALT – Siteone Landscape Supply**
   Brand: American Rock Salt
   $4.05/50# Bag
   $202.50/pallet – 49 Bags

3. **CALCIUM CHLORIDE - Bison Laboratories**
   Brand: Excel
   $14.00/50#Bag
   $700/pallet-50 Bags

Attachment: Site One CRS (RES-2021-1100 : Town Wide Ice Melt - Site One Landscape Supply - CRS #3068)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/04/2021

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
MARSH USA, INC.
TWO ALLIANCE CENTER
3560 LENOX ROAD, SUITE 2400
ATLANTA, GA 30326
Attn: Michelle.W.Robles@marsh.com
CN117936603--GAWU-20-21 Bid

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Liberty Insurance Corporation	42404
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
SiteOne Landscape Supply, Inc.
& its subsidiaries
300 Colonial Center Parkway, Suite 600
Roswell, GA 30076

COVERAGES **CERTIFICATE NUMBER:** ATL-004924356-11 **REVISION NUMBER:** 8

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			EB2-651-292547-020	12/23/2020	12/23/2021	EACH OCCURRENCE	$	2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
	X SIR: $100,000						MED EXP (Any one person)	$	10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$	2,000,000
	POLICY [X] PRO-JECT [X] LOC						GENERAL AGGREGATE	$	4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$	4,000,000
								$	
A	AUTOMOBILE LIABILITY			AS2-651-292547-030	12/23/2020	12/23/2021	COMBINED SINGLE LIMIT (Ea accident)	$	3,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
B	X UMBRELLA LIAB [X] OCCUR			TH7-651-292547-040	12/23/2020	12/23/2021	EACH OCCURRENCE	$	5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	5,000,000
	DED [X] RETENTION $ 10,000							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA7-65D-292547-010 (AOS)	12/23/2020	12/23/2021	X PER STATUTE / OTH-ER		
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC7-651-292547-050 (WI)	12/23/2020	12/23/2021	E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Town of Amherst is included as an Additional Insured with respects to General Liability as required by written contract subject to the policy terms, conditions, and exclusions. Coverage is Primary and Non-Contributory as required by written contract subject to the policy terms, conditions, and exclusions.

CERTIFICATE HOLDER
Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Stanton Reid

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Attachment: Site One CRS (RES-2021-1100 : Town Wide Ice Melt - Site One Landscape Supply - CRS #3068)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) SiteOne Landscape Supply 300 Colonial Center Parkway, Suite 600 Roswell GA 30076 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 470-277-7011 1c. NYS Unemployment Insurance Employer Registration Number of Insured 49-373866 1d. Federal Employer Identification Number of Insured or Social Security Number 36-4485550
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main St Williamsville NY 14221	3a. Name of Insurance Carrier Liberty Insurance Corporation 3b. Policy Number of Entity Listed in Box "1a" WA7-65D-292547-010 3c. Policy effective period 12/23/2020 to 12/23/2021 3d. The Proprietor, Partners or Executive Officers are ☑ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Tammy Scipio
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Tammy Scipio 2/25/2021
(Signature) (Date)

Title: CLIENT SERVICE COORDINATOR II

Telephone Number of authorized representative or licensed agent of insurance carrier: _____

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17)

www.wcb.ny.gov

Attachment: Site One CRS (RES-2021-1100 : Town Wide Ice Melt - Site One Landscape Supply - CRS #3068)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) SiteOne Landscape Supply 300 Colonial Center Parkway, Suite 600 Roswell, GA 30076 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. Federal Employer Identification Number of Insured or Social Security Number 36-4485550
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier **CIGNA LIFE INSURANCE COMPANY OF NEW YORK** 3b. Policy Number of Entity Listed in Box "1a" NYD075443 3c. Policy effective period 01/01/2021 to 01/01/2022

4. Policy provides the following benefits:
- ☒ A. Both disability and paid family leave benefits.
- ☐ B. Disability benefits only.
- ☐ C. Paid family leave benefits only.

5. Policy covers:
- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- ☐ B. Only the following class or classes of employer's employees:

_____

_____

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Marcelina E. Reilly

Date Signed April 6, 2021 By _____
Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 1-866-761-4236 Name and Title Underwriting Director

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

Attachment: Site One CRS (RES-2021-1100 : Town Wide Ice Melt - Site One Landscape Supply - CRS #3068)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

RFP NUMBER: MINI-BID MB-RFQ-RC-2020-062

Attachment: Site One CRS (RES-2021-1100 : Town Wide Ice Melt - Site One Landscape Supply - CRS #3068)

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 25120 **RESOLUTION 2021-1101** **ADOPTED**

Award Bid #2021034 - Sewer Hose - CRS #3072

WHEREAS, the Contract Compliance and Administration Department received bids on November 18, 2021 for Bid #2021034 for Town Wide Sewer Hose; and

WHEREAS, the bid process resulted in responses from two (2) vendors, as per the attached bid tabulation form;

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Joe Johnson Equipment.

12/20/2021
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

		Bid #2021034 Sewer Hose			
			VENDOR	Joe Johnson	MSC Industrial
Item #	QTY	U/M	Description	Unit Price	Unit Price
			High Pressure Sewer Cleaning Hose Assembly - Piranha SPOR Series or Equivalent		
			Size: See below Maximum working psi: 2500 Minimum burst psi: 6250 Service temperature range: -40°F to 150°F Color: orange Tube construction: yellow polyolefin Reinforcement: single high tensile synthetic fiber braid Cover: polyurethane Min. Bend Radius: 6 inches Ends: 11 ½ TPI male x male NPT		
1	1	EACH	Size: 1" ID x 500' L	$1,321.92	$1,941.99
2	1	EACH	Size: 1" ID x 600' L	$1,586.30	$2,330.99
3	1	EACH	Size: 1" ID x 800' L	$2,115.07	N/A
4	1	EACH	Size: 1 ¼" ID x 500' L	$2,746.58	$3,102.99
5	1	EACH	Size: 1 ¼" ID x 600' L	$3,295.89	$3,917.99
6	1	EACH	Size: 1 ¼" ID x 800' L	$4,394.52	N/A

NOTES:
MSC Industrial - Item #1 - Piranah SPOR-MM16x500; Item #2 - Piranah SPOR-MM16x600;
Item #3 - Kuriyama says discountinued; Item #4 - Kuriyama Piranah; Item #5 - Kuriyama SPOR-MM20X600;
Item #6 - Kuriyama says not available.

Attachment: Bid Tab 2021034 Sewer Hose (RES-2021-1101 : Award Bid #2021034 - Sewer Hose - CRS #3072)

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 25138 **RESOLUTION 2021-1102** **ADOPTED**

Authorize COVID-19 Laboratory Services Agreement with KSL Diagnostics, Inc. - CRS #3082

WHEREAS, an agreement for COVID-19 testing services is necessary to test Town employees who may have had an exposure to the COVID-19 virus in an accurate and timely manner, thereby allowing them to return to work safely and as soon as possible, especially when their work involves an essential service; and

WHEREAS, the current contract with KSL Diagnostics expired on November 14, 2021;

NOW, THEREFORE, BE IT RESOLVED, the Supervisor is hereby authorized to sign the COVID-19 Laboratory Services Agreement with KSL Diagnostics, Inc. covering the period November 15, 2021 through December 31, 2022; and

BE IT FURTHER RESOLVED, this authorization is subject to successful completion of the contract routing process due to the need to get a new contract in place as soon as possible due to ongoing COVID-19 related issues.

12/20/2021
Consent

FINANCIAL IMPACT:

A9060-0394; Under $20,000.00

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

COVID-19 LABORATORY SERVICES AGREEMENT

THIS AGREEMENT is by and between **Town of Amherst ("PARTNER")**, a New York for-profit corporation with corporate offices located at 5583 Main St., Williamsville, NY 14221, and **KSL Diagnostics Inc. ("KSL"),** with its principal office located at 1000 Youngs Road, Suite 210, Buffalo, New York 14221. In consideration of the mutual promises and provisions contained herein, the sufficiency of which each party agrees, and intending to be legally bound, each party agrees as follows:

I. GENERAL

1. This Agreement covers the purchase of service(s) described in KSL's Proposed Pricing, which is attached as Exhibit A hereto and incorporated here by reference.

2. KSL shall be the provider of the laboratory services listed in Exhibit A for the Term of this agreement.

3. KSL and PARTNER shall work in good faith to facilitate collection of specimens and information required for provision of services listed in Exhibit A.

4. KSL shall report test results as directed by PARTNER via secure web portal when the patient provides KSL's standard records release consent form. KSL shall also report results in compliance with the New York State Department of Health and prevailing State and Federal regulations and directives.

5. KSL shall bill for testing as a direct institutional bill to PARTNER at the pricing listed in Exhibit A.

6. KSL shall provide materials listed in Exhibit A performed by KSL.

7. PARTNER reserves the right to extend the terms of this Agreement, including prices, to all qualified PARTNER sites.

8. Pricing for any new technology introduced after the date of this Agreement will be mutually agreed to by the parties prior to being made available to PARTNER. No such new technology may be supplied to PARTNER without prior approval of PARTNER.

9. If applicable, KSL agrees to provide all product Material Safety Data Sheets (MSDS), as required by law.

10. PARTNER must be notified of any change in service methodologies, product(s), or packaging within 30 days of such change.

11. KSL will comply with all federal, state, and local statutes, ordinances, rules, or regulations ("Applicable Laws") regarding the product(s) and/or service(s)

Attachment: KSL COVID-19 Laboratory Service Agreement- Town of Amherst - 11-15-2021 to 12-31-2022 (RES-2021-1102 : Authorize COVID-19

covered in this Agreement. KSL's failure to comply with Applicable Laws may be considered a material breach of this Agreement.

12. KSL represents and warrants that it, and the personnel it intends to assign to perform the Services (including subcontractors) hereunder: (a) have not been convicted of a criminal offense related to health care; and (b) are not excluded from participation, and have not been found to be otherwise ineligible to participate, in a "Federal health care program" as defined in 42 U.S.C. Section 1320a-7b(f) or any applicable successor statutory section or in any other government payment program. To the extent KSL becomes aware of any such information, KSL will promptly notify PARTNER and remove any such person from the engagement.

II. TERM/TERMINATION

1. This Agreement will be effective from November 15, 2021 to December 31, 2022.

2. Either party may terminate this Agreement, with or without cause, upon 60 days prior written notice.

3. Either party may terminate this Agreement immediately by written notice to the other party if there occurs any assignment of the other party's assets for the benefit of creditors, any dissolution of the other party, any voluntary act of bankruptcy by the other party, or any involuntary filing under any bankruptcy law against the other party which is not dismissed within 30 days of filing.

4. Either party may terminate this Agreement immediately upon breach by the other party of any material obligation in this Agreement, which breach has not been cured to the satisfaction of the other party within five days after written notice of such breach.

III. PAYMENT AND DELIVERY TERMS

1. Payment terms are NET 30 days from invoice date.

2. KSL agrees to firm prices for the length of the agreement.

3. KSL agrees for the term of this Agreement to neither bill PARTNER for nor pass through to PARTNER in any manner any tax, including but not limited to, the medical device excise tax enacted by section 1405 of the Health Care and Education Reconciliation Act of 2010, Public Law 111-152 (124 Stat. 1029 (2010)), in conjunction with the Patient Protection and Affordable Care Act, Public Law 111-148 (124 Stat. 119 (2010)) (jointly, the ACA). A medical device is defined as a device contained in Section 4191(b)(1) which provides that, in general, a "taxable medical device" is any device, as defined in section 201(h) of the Federal Food, Drug Cosmetic Act (FFDCA) (codified as amended at 21 U.S.C. 301 et seq. (2006)) that is intended for humans. KSL acknowledges

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and agrees that PARTNER is a tax-exempt entity and as such, KSL will not include sales tax in its invoices to PARTNER.

4. If PARTNER reasonably disputes any portion of an invoice, PARTNER must pay the undisputed portion of the Invoice and submit Written notice of the claim (with sufficient detail of the nature of the claim, the amount and invoices in dispute and information necessary to identify the affected Service(s)) for the disputed amount. All claims disputing invoice amounts must be submitted to KSL in writing within thirty (30) days from the date of the invoice for those Services. PARTNER waives the right to dispute any charges not disputed within such thirty (30) day period. If the dispute is resolved in KSL's favor, PARTNER shall pay such amounts to KSL.

IV. BOOKS AND RECORDS

1. KSL shall maintain all laboratory records in compliance with New York State Department of Health and US Food and Drug Administration regulations.

2. KSL agrees to provide PARTNER with any business records PARTNER reasonably requests to assure: (a) any payments it made to KSL are correct, or (b) compliance with all federal and state laws, regulations, or reimbursement requirements.

3. Each party agrees to make books and records available and to require any subcontractor to make books and records available, upon request of the Secretary of Health and Human Services or the Comptroller General of the United States for up to four years following the furnishing of services under this Agreement in compliance with Section 1861(v)(1)(I) of the Social Security Act.

V. INDEMNIFICATION

Each party will defend, indemnify, and hold harmless the other party, its officers, directors, employees, and managers, against all actions, suits, claims, losses, liabilities, and demands whatsoever, including costs, expenses, and attorneys' fees, resulting from or claimed to have resulted from any intentional or negligent acts or omissions of the indemnifying party or its employees, agents, or other independent contractors. The provisions of this Section will survive expiration or termination of this Agreement. Each party will promptly notify the other of any claim asserted against it for which such indemnification is sought. In no event will the indemnifying party, without the reasonable consent of the indemnified party, enter into any settlement that reasonably can be expected to require a material affirmative obligation of, results in any ongoing material liability to, or materially prejudices the indemnified party.

VI. INSURANCE

KSL will maintain in effect throughout the term of this Agreement and any extension thereof the insurance coverages described in Exhibit B attached to and made a part of this Agreement. Prior to commencement of the work or provision of the equipment or

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product(s) covered by this Agreement, KSL will deliver to PARTNER Certificate(s) of Insurance acceptable to PARTNER certifying that the coverages described in Exhibit B are in effect.

VII. WARRANTIES

1. KSL warrants to PARTNER that materials, product(s), or equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the Agreement, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized by PARTNER, may be considered defective. If required by PARTNER, KSL will furnish satisfactory evidence as to the kind and quality of materials and equipment furnished.

2. KSL warrants to PARTNER that any service provided herein will be performed in accordance with industry practices. If any failure to meet the foregoing warranty appears and written notice thereof is provided to KSL within the terms of this Agreement, KSL will correctly re-perform the service identified.

VII. NOTICES

Any notice required or permitted to be given under this Agreement must be in writing and will be deemed to have been properly served if sent by hand delivery, recognized overnight courier, or certified mail, return receipt requested, properly addressed and posted in a United States depository to the respective parties at the following addresses:

To PARTNER:

Town of Amherst
Attn: Contract Compliance & Administration Dept.
5583 Main St.
Williamsville, NY 14221

To KSL:

KSL Diagnostics Inc.
Attention: CEO
1000 Youngs Road, Suite 210
Buffalo, NY 14221

Either party may change the notification addresses listed above with proper written notification.

IX. MISCELLANEOUS

1. HIPAA. PARTNER is a Covered Entity as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder and as amended from time to time.

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Therefore, if applicable, KSL and PARTNER have entered into a HIPAA Business Associate Agreement, and each party acknowledges its obligations thereunder.

2. Physician Sunshine Act. Within 30 days after the end of each calendar quarter, KSL shall furnish in writing to PARTNER the following information concerning events between KSL and PARTNER that KSL will report to the Centers for Medicare and Medicaid Services pursuant to the Physician Sunshine Act: date, location, and amount. Such information shall be provided to PARTNER's Chief Compliance Officer by U.S. first class mail, postage prepaid, addressed to: ---.

3. Product Safety, Withdrawal, and Recall Information. KSL will notify PARTNER of all applicable product safety, withdrawal, and recall information within 24 hours of KSL's determination to issue such information. KSL will notify: ---.

4. Use of Names. Neither party may use the name of any other party in any advertising or other form of publicity without the written permission of an authorized representative of the party whose name is to be used.

5. Confidentiality. All information contained herein will be held confidential and will not be disclosed by either party, except as required by law, or to an attorney or consultant working on behalf of either party, provided such attorney or consultant abides by the same confidentiality restrictions as the disclosing party. Notwithstanding the foregoing, PARTNER may disclose the pricing available under this Agreement to third-party consultants and any group purchasing organization of which PARTNER is a member.

6. Governing Law. PARTNER has been granted an operating certificate by the New York State Department of Health and must abide by the laws of the State of New York. Therefore, this Agreement, which is executed, delivered, and performed in the State of New York, will be governed by, interpreted, and construed in accordance with the laws of the State of New York without reference to its conflicts of law principles. Each party agrees to submit to the personal and exclusive jurisdiction of the courts located in Erie County, New York.

7. Events Beyond Either Party's Control. Notwithstanding anything to the contrary in this Agreement, in the event that either party is required by federal or state law, any court of competent jurisdiction, any other tribunal or proceeding, the terms of a settlement agreement, or due to any other reason beyond that party's reasonable control to act in a manner that makes performance of its obligations under this Agreement impossible, the party will be temporarily excused from performing such obligations. If the affected party is unable to perform its obligations for more than 30 days, the parties will attempt to renegotiate the terms of this Agreement to enable the affected party

to perform its obligations. If the parties are unable to successfully renegotiate the terms of this Agreement, either party may terminate this Agreement pursuant to Section II. A party that is unable to perform due to circumstances beyond its control will immediately notify the other party in writing of the occurrence of any such event.

8. Independent Contractors. This Agreement is not intended to create, and will not be construed to create, any relationship between the parties other than that of independent contractors. Neither of the parties nor any of their respective representatives will be construed to be the agent, employee, or representative of the other. KSL will neither have nor exercised any control or direction over the methods by which PARTNER provides services.

9. Construction. During the term of this Agreement, if legislative or regulatory action or interpretation renders any of its content impossible to perform, impractical or illegal, each party will have the right to remedy such condition through the immediate renegotiation of the affected portion(s) of this Agreement. This right may be exercised by written notice to the other party. Should the parties be unable to renegotiate this Agreement within 30 days after notice of renegotiation is given, either party will be entitled to terminate this Agreement in accordance with Section II of this Agreement.

10. Severability. Unless the consideration set forth in this Agreement is affected, if any paragraph, section, portion, subsection, subparagraph or sub-portion of this Agreement is determined to be unenforceable or invalid, it will not affect the remainder of this Agreement, which will be and remain binding and effective as against all parties.

11. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to its subject matter, and as such this Agreement supersedes all prior negotiations, understandings, and agreements whether oral or written between the parties with respect to its subject matter. The parties acknowledge and affirm that in entering into this Agreement they are not relying upon any statements, representations or assertions not contained in this document. No amendment, modification, or waiver of any provision of this Agreement will be valid unless it is in writing and signed by each party hereto. Any waiver of a breach of any of the provisions of this Agreement will not be deemed a waiver of any other provision of this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of each party hereto.

12. Interpretation. All headings are included for convenience of reference only and are not of substantive effect. Neither party will be deemed the drafter of this Agreement. Accordingly, the language of this Agreement will not be construed for or against either party.

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13. Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same instrument.

14. Effective Upon Execution; Authority. This Agreement will not be considered accepted, approved, or otherwise effective until signed below by the appropriate persons. Each party represents and warrants that the person signing below on its behalf has the authority to enter into this Agreement, and that this Agreement does not violate any existing agreement or obligation of such party.

X. ADDITIONAL TERMS (If applicable)

N/A.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by their duly authorized representatives.

PARTNER	**KSL DIAGNOSTICS INC.**
By: _____	**By:** _____
Name: Brian Kulpa	**Name:** Kevin Lawson
Title: Supervisor	**Title:** President/CEO
Date: _____	**Date:** _____

Rev. 14 DEC 2021

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Attachment: KSL COVID-19 Laboratory Service Agreement- Town of Amherst - 11-15-2021 to 12-31-2022 (RES-2021-1102 : Authorize COVID-19

EXHIBIT A

(Remainder of page intentionally left blank).
Pricing from KSL Diagnostics Inc. is attached.

LABORATORY SERVICES	DESCRIPTION	CPT	QTY	PRICE
	Coronavirus Disease (COVID-19) virus testing by RT-PCR – 24 Hour	87365	1	$90
	Coronavirus Disease (COVID-19) virus testing, Rapid Antigen testing – 30 Minute	87811	1	$30
	Coronavirus Disease (COVID-19) virus testing, Rapid PCR- 1 Hour	N/A	1	$155
	Coronavirus Disease (COVID-19) Antibody Testing by chemiluminescense immunoassay (CLIA)	86769	3	$90
SPECIMEN COLLECTION SERVICES	**DESCRIPTION**	**CPT**	**QTY**	**PRICE**
	Specimen collection for severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (Coronavirus disease [COVID-19]), any specimen source (swab or blood)	G2023	1	$15

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EXHIBIT B

PARTNER INSURANCE REQUIREMENTS

(Remainder of page intentionally left blank.
Insurance Requirements immediately follow.)

Attachment: KSL COVID-19 Laboratory Service Agreement- Town of Amherst - 11-15-2021 to 12-31-2022 (RES-2021-1102 : Authorize COVID-19

1. INSURANCE TO BE MAINTAINED BY KSL/SERVICE PROVIDER

Prior to providing products/equipment and/or services under this Agreement, KSL/Service Provider, at its own cost and expense, shall procure and maintain insurance for the coverages listed below, written for not less than the limits specified for each coverage or required by law, whichever is greater (except that if KSL/Service Provider procures any policy limits greater than the amounts required herein, then the higher limits shall apply as though stated and required herein) and including the provisions enumerated below:

1.1. Commercial General Liability

Bodily Injury and Property Damage Limit	$1,000,000 each occurrence
Personal Injury & Advertising Injury Limit	$1,000,000 each person
Products/Completed Operations Limit	$2,000,000 aggregate
General Aggregate	$2,000,000

Coverage is to apply on an occurrence basis only. No endorsement or modification of this policy limiting the scope of coverage for Contractual Liability, Products/Completed Operations, or Personal Injury shall be permitted. In addition, no designated Premises/Operations limitation shall be permitted.

1.2. Automobile Liability[1]

Owned, Hired and Non-Owned Autos

Combined Single Limit for Bodily Injury & Property Damage $1,000,000 each accident

1.3. Workers' Compensation & Employers' Liability and New York Disability Benefits[1]

Statutory coverage complying with the law of each state in which KSL/Service Provider's employees are headquartered, working, or domiciled with Employers' Liability limits of not less than $500,000 Each Accident and $500,000 Each Employee for Disease and $500,000 Policy Limit for Disease, or the minimum level required by KSL/Service Provider's Excess Umbrella Liability insurance company, whichever is greater and New York Disability Benefits Law.

1.4. Excess "Umbrella" Liability

Combined Single Limit for Bodily Injury & Property Damage	$2,000,000 each occurrence
	$2,000,000 aggregate

Coverage is to apply on an occurrence basis only; in excess of the other Liability coverages required in 1.1, 1.2, and 1.3 above and shall be no more restrictive than such scheduled underlying insurance.

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NOTE: Any combination of primary and excess limits is acceptable as long as the total limits achieved are at least equal to the total limits achieved by the above described combination of primary and excess layers.

1.5. Additional Insureds

PARTNER and its subsidiary and/or affiliated entities and their respective trustees, officers, employees and agents (as well as such other person(s) or organization(s) as designated by PARTNER in writing) shall be named as Additional Insureds under the policies required in 1.1, 1.2, and 1.4 providing coverage for both ongoing and completed operations. The insurance protection afforded to the Additional Insureds under such policies shall apply on a primary basis and any insurance (or self-insurance program) maintained by the Additional Insureds shall not contribute with the insurance afforded to PARTNER and its subsidiary and/or affiliated entities and their respective trustees, officers, employees and agents.

1.6. Financial Rating of Insurers

The insurance companies providing the required coverages shall be licensed to do so in New York State, and shall be rated no lower than "A-" by the most recent Best's Key Rating Guide or Best's Agent's Guide, and shall have a Best's Financial Size Category of not less than VIII, unless otherwise agreed to by PARTNER.

1.7. Notice of Cancellation, etc.

KSL/Service Provider is hereby obligated to e-mail or fax to PARTNER a copy of any cancellation or non-renewal notice received from the insurer for any policy affording the coverages required herein within five (5) days of KSL/Service Provider's receipt of same. KSL/Service Provider further agrees to provide PARTNER with 30 days advance written notice of cancellation, non-renewal or material reduction in coverage initiated by KSL/Service Provider with respect to any of the required insurance coverages. For the purpose of this provision, material reduction in coverage shall mean any change or reduction in the scope of insurance coverage that adversely affects the protection that would otherwise be available to PARTNER. **Notices to PARTNER hereunder must be e-mailed to ljuul@amherst.ny.us, with a copy to ssliwa@amherst.ny.us.**

1.8. Deductibles or Self-Insured Retentions

Deductibles or self-insured retentions shall be permitted with the understanding that Service Provider (and not PARTNER) shall be responsible for such deductible or self-insured retention.

1.9. General Provisions

1.9.1 Cross-Liability. If KSL/Service Provider's liability policies do not contain the standard ISO separation of insureds provision, or an equivalent clause, such policies shall be endorsed to provide cross-liability coverage.

1.9.2 Claims-Made Coverage. For any liability coverages maintained on a claims-made basis, the following provisions apply unless otherwise agreed to by PARTNER:

1.9.2.1 If the claims-made coverage terms designate a specific retroactive date, KSL/Service Provider shall maintain a retroactive date which is not later than the earlier of (a) the date of the commencement of the term of this Agreement, or (b) the original coverage retroactive date for KSL/Service Provider's first claims-made policy for each and every coverage provided on a claims-made basis;

1.9.2.2 For the duration of this Agreement, or any subsequent renewals, if the retroactive date is advanced or if the policy is materially changed, cancelled or not renewed, KSL/Service Provider shall purchase, at its own expense, an extended reporting period endorsement. This endorsement must provide an extended reporting period ("tail" coverage) of one year or the minimum as prescribed by the New York State Department of Financial Services, whichever is greater.

1.9.2.3 Upon termination of the services provided to PARTNER by KSL/Service Provider, KSL/Service Provider shall maintain such claims-made coverage without interruption for one year or a period of time equal to the length of any extended reporting period requirement as specified above, whichever is greater (the extended term of protection). If the retroactive date is advanced or if the policy is materially changed, cancelled or not renewed during this period of time, KSL/Service Provider shall purchase, at its own expense, an extended reporting period endorsement covering a term of one year or the minimum as prescribed by the New York State Department of Financial Services, whichever is greater. It is understood that the length of this extended reporting period endorsement may be reduced to coincide with any time remaining in the extended term of protection.

1.10. Evidence of Insurance

KSL/Service Provider shall deliver to PARTNER, prior to providing products/equipment and/or services, Certificates of Insurance acceptable to PARTNER certifying that policies of insurance for the required coverages have been issued and are in effect and comply with the requirements herein. Upon expiration or cancellation of any policy during the period the coverages under such policy are required to be maintained, KSL/Service Provider shall immediately deliver to PARTNER a Certificate of Insurance evidencing proper renewal or replacement of the policy.

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1.10.1 Certificates evidencing Liability coverage under which PARTNER et al. is required to be named as an Additional Insured must state that "PARTNER and its subsidiary and/or affiliated entities and their respective trustees, officers, employees and agents are included as Additional Insureds under the Automobile, General Liability, and Umbrella/Excess policies for both ongoing and completed operations. Coverage is primary and non-contributory with respect to any other insurance or self-insurance programs afforded to, or maintained by, PARTNER and its subsidiary and/or affiliated entities."

The certificate(s) must specify the policies under which such Additional Insured status has been granted and a copy of the Additional Insured Endorsement(s) or Policy Provision(s) that grant(s) the required Additional Insured status must be attached to the certificate.

A Waiver of Subrogation in favor of PARTNER and its subsidiary and/or affiliated entities shall also be included under the General Liability, Workers Compensation, Automobile and Umbrella Liability coverages and evidenced on the certificate of insurance.

1.10.2 Failure of PARTNER to demand such Certificate of Insurance or failure of PARTNER to identify a deficiency in a certificate that is provided shall not be construed as a waiver of KSL/Service Provider's obligation to maintain such insurance.

1.10.3 PARTNER shall have the right, but not the obligation, to prohibit the KSL/Service Provider from providing products/equipment and/or services until such certificate indicating full compliance with the requirements herein has been received and approved by PARTNER.

1.10.4 Certificates of Insurance shall be sent to ljuul@amherst.ny.us with a copy to khalton@amherst.ny.us.

1.10.5 Certificates must specify the applicable retroactive date of any claims-made coverage being evidenced.

1.11. Failure to Secure and Maintain Insurance

KSL/Service Provider acknowledges that failure to secure the above-specified insurance constitutes a material breach of this Agreement and subjects KSL/Service Provider to liability for damages and all other legal remedies available to PARTNER. KSL/Service Provider further acknowledges that procurement of the insurance coverage and limits required herein shall not limit the extent of KSL/Service Provider's other responsibilities and liabilities specified within the Agreement between PARTNER and KSL/Service Provider or by law.

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1.12. Adequacy of Insurance

PARTNER does not in any way represent that the insurance specified herein, whether in scope of coverage or limits of coverage, is adequate or sufficient to protect the business or interest of KSL/Service Provider.

2. SUB-CONTRACTORS/INDEPENDENT CONTRACTORS

All sub-contractors/independent contractors shall maintain the insurance coverages outlined above and comply with all requirements set forth above, including the furnishing of separate insurance certificates and endorsements prior to said sub-contractors/independent contractors providing products/equipment and/or services unless otherwise agreed to by PARTNER.

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Economic Development
Initiated by: **Angela Rossi**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 25159 **RESOLUTION 2021-1103** **ADOPTED**

Amherst Central Park PILOT Agreement (CRS #3069)

WHEREAS, the Town of Amherst desires to establish a private-public source of funding that can be utilized to help fund public infrastructure costs at within the PIF District at Amherst Central Park, and to provide financial assistance for the Northwest Community Center and to Amherst Central Park-related or park-displaced projects as designated by the Town; and,

WHEREAS, The Town of Amherst, the Amherst Industrial Development Agency, and the Sweet Home Central School District desire to establish a PILOT increment financing ("PIF") program that will apply to the Lots located within the PIF District at Amherst Central Park; and,

WHEREAS, the PIF program will provide for the redirection of a portion of Town of Amherst PILOT payments and a portion of Sweet Home Central School District PILOT payments made by End Users to the Fund established pursuant to the attached agreement;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves the Amherst Central Park PILOT Agreement between the Town of Amherst, the Amherst Industrial Development Agency, and the Sweet Home Central School District and authorizes the Supervisor to execute the agreement pending successful completion of CRS routing.

12/20/2021
Consent

FINANCIAL IMPACT:

n/a

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

AMHERST CENTRAL PARK INFRASTRUCTURE FUND AND PILOT APPLICATION AGREEMENT

THIS AGREEMENT ("Agreement"), entered into as of _____, 2021, is by and among the **TOWN OF AMHERST, NEW YORK**, a municipal corporation of the State of New York with offices at 5583 Main Street, Williamsville, New York 14221 (the "Town"); **TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY**, a New York public benefit corporation with offices at 4287 Main Street, Amherst, New York 14226 ("AIDA"); and **SWEET HOME CENTRAL SCHOOL DISTRICT**, a public school district with offices at 1901 Sweet Home Road, Amherst, New York 14228 (the "School District"). Capitalized letters used in this Agreement shall have the meanings set forth in Schedule A attached hereto and made a part hereof.

RECITALS:

A. The Town desires to encourage the redevelopment of Amherst Central Park for commercial purposes to facilitate investment, job creation and thereby increase the economic prosperity of the Town and its residents.

B. It is anticipated that there will be significant public infrastructure and other costs associated with the redevelopment of Amherst Central Park, for which funding may not be readily available from private or other public sources.

C. The Town desires to establish a private-public source of funding that can be utilized to help fund public infrastructure costs at within the PIF District at Amherst Central Park, and to provide financial assistance for the Northwest Community Center and to Amherst Central Park-related or park-displaced projects as designated by the Town.

D. In furtherance of the foregoing, the parties desire to establish a PILOT increment financing ("PIF") program that will apply to the Lots located within the PIF District at Amherst Central Park. The PIF program will provide for the redirection of a portion of Town PILOT payments and a portion of School District PILOT payments made by End Users to the Fund established pursuant to this Agreement.

E. The establishment of the Fund and creation and administration of the PIF program is consistent with and in furtherance of the statutory purposes of AIDA as described in Section 858 of the New York General Municipal Law ("GML").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Attachment: ACP PILOT Agreement_for BK signature (RES-2021-1103 : Amherst Central Park PILOT Agreement)

ARTICLE I
Incorporation of Recitals

1.1 Recitals. The foregoing recitals are hereby incorporated into this Agreement and made a part hereof as if fully set forth herein.

ARTICLE II
Establishment of the Amherst Central Park Infrastructure Fund

2.1 Establishment and Financing of Fund. The parties hereby establish the Amherst Central Park Infrastructure Fund (the "Fund") in accordance with terms and conditions set forth herein. The Fund will be financed through a payment in lieu of real estate tax program for End Users of Lots located in the PIF District. The program will redirect a portion of Town PILOT payments and a portion of School District PILOT payments (to be paid by End Users in connection with the Lots) to the Fund to be used for Eligible Projects. AIDA will administer the Fund pursuant to that certain Fund Administration Agreement described in Section 2.3 of this Agreement.

2.2 AIDA PILOT Terms. The real property tax abatement schedule applicable for projects developed by End Users on Lots is attached as Schedule B to this Agreement. The percentage abatement shall apply only to the increase in the assessed value of the Lot resulting from the improvements constructed on the Lot.

2.3 Agreements with End Users. It is anticipated that End Users will seek real property tax abatement incentives from AIDA for eligible projects to be undertaken in the PIF District. Subject to AIDA application procedures and AIDA Board approval, AIDA will enter into appropriate tax abatement/leaseback documentation with an End User pursuant to which the End User will be obligated to make PILOT payments in accordance with Schedule B attached hereto and made a part hereof. PILOT payments shall be made by the End User to AIDA, with AIDA to remit to the Fund and the taxing jurisdictions (as applicable) their respective share within thirty (30) days after receipt by AIDA.

2.3 Fund Administration Agreement.

2.3.1 *Fund Administrator*. Contemporaneously with the execution of this Agreement, AIDA and the Town will enter into a Fund Administration Agreement with respect to the administration and management of the Fund. The Fund Administration Agreement designates AIDA as the Fund Administrator. As the Fund Administrator, AIDA shall be responsible for depositing the Fund's share of Town PILOT payments and School District PILOT payments made by End Users to a dedicated, interest-bearing depository account (the "Fund Account") to be established at the banking institution at which AIDA regularly maintains its accounts. The Fund Administrator will have the discretion to invest and manage the Fund Account, subject to the investment limitations set forth in Section 10 of the GML. The Fund Administration Agreement also sets forth the criteria and methodology for the disbursement of monies from the Fund towards the payment of Fund Administration Expenses and Eligible Project costs.

Attachment: ACP PILOT Agreement_for BK signature (RES-2021-1103 : Amherst Central Park PILOT Agreement)

2.3.2 *Reporting Requirements; Audit Rights*. The Fund Administration Agreement obligates AIDA and the Town to prepare and submit an annual joint report to the Town and School District within one hundred twenty (120) days after the end of each calendar year. Each joint report shall identify the End Users, the amount of PILOT Payments made by each End User, the respective shares of the PILOT Payments remitted to the Town, the County, the School District, and the Fund as applicable, and shall include a schedule setting forth the Fund balance at the beginning and end of the calendar year, all disbursements made to the Town from the Fund and the amount of interest earned on the Fund balance during the calendar year. The School District shall have the right, at its sole expense, to audit the Fund upon thirty (30) days prior written notice to AIDA.

ARTICLE III
Town and School District Consents

3.1 Acknowledgment. Based upon the PILOT Schedule set forth on Schedule B, the PILOT payments to be received by the Town and the School District will not be allocated in proportion to the amount of real property tax and other taxes which would have been received by the Town and the School District; however, based upon the public benefits to be derived by the Town and the School District, the Town and the School District each hereby agree to such disproportionate treatment as required under Section 858(15) of the GML. It is understood that no portion of any County PILOT payment will be redirected to the Fund.

3.2 Town Consent. The Town hereby irrevocably (a) consents to the terms of each PILOT Agreement (including a consent to the disproportionate treatment of the Town, as required under GML Section 858(15)) entered into between AIDA and an End User pursuant to which such End User will make PILOT payments as provided in this Agreement, (b) directs and authorizes End Users to make Town PILOT payments to AIDA pursuant to the terms of such PILOT Agreement, (c) directs and authorizes AIDA to accept the Town PILOT payments on behalf of the Town, (d) acknowledges and agrees that receipt of each Town PILOT payment by AIDA and the remittance thereof, in accordance with Section 2.3 of this Agreement, constitutes receipt by the Town pursuant to GML Section 874(3), and (e) waives any rights (including rights for late payment penalties under GML Section 874(5) and rights to sue AIDA to recover payments under GML Section 874(6)), as long as AIDA complies with the provisions of this Agreement; provided, however, that nothing contained in this Section 3.2 shall constitute a waiver by the Town of its right to collect late penalties under GML Section 874(5) from any End User or to pursue an action against an End User pursuant to GML Section 874(6) in the event the End User fails to make a Town PILOT payment or makes a partial Town PILOT payment.

3.3 School District Consent. The School District hereby irrevocably (a) consents to the terms of each PILOT Agreement (including a consent to the disproportionate treatment of the School District, as required under GML Section 858(15)) entered into between AIDA and an End User pursuant to which such End User will make PILOT payments as provided in this Agreement, (b) directs and authorizes End Users to make School District PILOT payments to AIDA pursuant to the terms of each such PILOT Agreement, (c) directs and authorizes AIDA to accept the School District PILOT payments on behalf of the Town, (d) acknowledges and agrees that receipt of each School District PILOT payment by AIDA and the remittance thereof, in

Attachment: ACP PILOT Agreement_for BK signature (RES-2021-1103 : Amherst Central Park PILOT Agreement)

accordance with Section 2.3 of this Agreement, constitutes receipt by the School District pursuant to GML Section 874(3), and (e) waives any rights (including rights for late payment penalties under GML Section 874(5) and rights to sue AIDA to recover payments under GML Section 874(6)), as long as AIDA complies with the provisions of this Agreement; provided, however, that nothing contained in this Section 3.3 shall constitute a waiver by the School District of its right to collect late penalties under GML Section 874(5) from any End User or to pursue an action against an End User pursuant to GML Section 874(6) in the event the End User fails to make a School District PILOT payment or makes a partial School District PILOT payment.

ARTICLE IV
TERM;WITHDRAWAL

4.1 Term. The term of this Agreement shall commence as of the date first written above and continue for a period of five (5) years. Within six months prior to the expiration of the term, the Town, the School District and AIDA will evaluate whether to extend the term of this Agreement for additional period. The term may only be extended by the express written agreement of each of the parties hereto.

4.2 Withdrawal. The School District may withdraw from this Agreement upon sixty (60) days' prior written notice to the Town and AIDA upon the occurrence of an Event of Default that is continuing and has not been waived or cured in accordance with the provisions of that certain Northwest Amherst Community Center Intergovernmental Agreement (the "Intergovernmental Agreement") dated _____, 2021 by and between the Town and the School District. Upon such withdrawal, the School District's authorization hereunder permitting AIDA to redirect School District PILOT payments to the Fund shall immediately cease, and the School District shall thereafter receive the full amount of future School District PILOT payments.

4.3 Effect of Withdrawal or Expiration. Notwithstanding any withdrawal from the Agreement by the School District or the expiration of this Agreement, all projects that were induced by AIDA prior to expiration of the term of this Agreement will continue to be subject to the terms of this Agreement, the applicable PILOT Agreement between the End User and AIDA shall remain unaffected, and all funds in the Fund as of the date of withdrawal or expiration will continue to be administered by AIDA until all such funds have been distributed in accordance with the Fund Administration Agreement, provided that future PILOT payments on all such projects not yet in the Fund and coming due after such withdrawal shall be redirected by the AIDA to the School District.

ARTICLE V
EXCULPATORY PROVISIONS

5.1 Exculpatory Provisions. No provision, covenant or agreement contained in this Agreement, and any other agreement entered into in connection herewith, nor any obligations herein imposed upon the parties, nor the breach thereof, shall constitute or give rise to or impose upon such party a pecuniary liability or a charge upon its general credit. All covenants, stipulations,

Attachment: ACP PILOT Agreement_for BK signature (RES-2021-1103 : Amherst Central Park PILOT Agreement)

promises, agreements and obligations of the parties contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of such party and not of any member, director, officer, employee or agent thereof in his or her individual capacity, and no recourse shall be had for any claim hereunder against any member, director, officer, employee or agent of such party.

ARTICLE VI
GENERAL PROVISIONS

6.1 Entire Agreement; Amendment. This Agreement (including the Schedules attached hereto) sets forth the entire agreement and understandings of the parties with respect to the subject matter hereof and supersede all prior agreements, written or oral, with respect thereto. No amendment or modification of this Agreement shall be effective unless in writing and signed by all of the parties hereto.

6.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

6.3 Waiver. No waiver by any party of any breach, default or violation of any term, warranty, representation, agreement, covenant, condition or provision hereof shall constitute a waiver of any subsequent breach, default or violation of the same or any other term, warranty, representation, agreement, covenant, condition or provision hereof.

6.4 Binding Effect; No Assignment. The provisions of this Agreement shall bind and benefit the successors and assigns of the parties hereto, provided that no party shall assign this Agreement, or any of their rights or obligations hereunder, without the prior written consent of the other parties hereto.

6.5 Notices. All notices given in connection with this Agreement shall be in writing and shall be delivered personally or both sent by overnight courier service and mailed to the parties at their addresses as set forth above. Notices shall be effective from the date of delivery if delivered personally, or from one (1) business day after the day of deposit with the U.S. mail and deposited with the chosen overnight courier service, if mailed and delivered by overnight courier. All notices to the School District shall be addressed to:

Superintendent of Schools
Sweet Home Central School District
1901 Sweet Home Road
Amherst, New York 14228

Any party may change the address for notices to it by a written notice comporting with this paragraph.

6.6 Severability. The provisions of this Agreement shall be severable, and if any clause, sentence, paragraph, provision or other part hereof shall be determined by any court of competent

Attachment: ACP PILOT Agreement_for BK signature (RES-2021-1103 : Amherst Central Park PILOT Agreement)

jurisdiction to be invalid, such determination shall not affect, impair or invalidate the remainder hereof, which remainder shall continue in full force and effect.

6.7 Headings. The headings and captions herein are for convenience only and are not to be construed as a part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

6.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of a fully-executed Agreement by electronic transmission in .pdf format or by facsimile shall be sufficient to bind the parties.

[The Remainder of this Page Intentionally Left Blank.]

Attachment: ACP PILOT Agreement_for BK signature (RES-2021-1103 : Amherst Central Park PILOT Agreement)

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first written above.

TOWN OF AMHERST, NEW YORK

By:_____

SWEET HOME CENTRAL SCHOOL DISTRICT

By:_____

TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY

By:_____

Attachment: ACP PILOT Agreement_for BK signature (RES-2021-1103 : Amherst Central Park PILOT Agreement)

SCHEDULE A
Definitions

The following terms as used in the Agreement shall have the meanings set forth below:

AIDA – Town of Amherst Industrial Development Agency, a New York public benefit corporation.

County – The County of Erie, New York, a New York municipal corporation.

Eligible Projects – shall include: (i) the undertaking of public infrastructure improvements and public streetscape improvements and/or enhancements, sidewalk reconstruction, curb reconstruction, tree planting, installation of street lighting, paving and public parking, smart city technologies, traffic signals, within the PIF District; and (ii) financial assistance for the Northwest Community Center, Amherst Central Park and park-displaced projects located elsewhere in the Town.

End User – Private companies that purchase and develop Lots within the PIF District who apply for and are determined by AIDA (in its sole discretion) to be eligible for real property tax abatement incentives from AIDA.

Event of Default – an event of default as defined in that certain Intergovernmental Agreement dated _____, 2021, by and between the Town and the School District.

Fund – The Amherst Central Park Infrastructure Fund, which fund is established pursuant to this Agreement and financed with Town PILOT payments and School District PILOT payments to be made by End Users.

Fund Account – As defined in Section 2.3.1 of this Agreement.

Fund Administration Agreement – The Fund Administration Agreement of even date entered into by and between AIDA and the Town.

Fund Administration Expenses – All out-of-pocket third party costs and expenses incurred by the Fund Administrator in connection with the performance of its duties under the Fund Administration Agreement, including, without limitation, any fees assessed by the financial institution(s) referenced in the Fund Administration Agreement with respect to the Fund Account and any expenses incurred in connection with any audit with respect to the Fund Account. Fund Administration Expenses shall also include standard time charges of the Fund Administrator for its personnel with regard to the performance by such personnel of the Fund Administrator's responsibilities under the Fund Administration Agreement, provided that such time charges are fully documented and do not exceed 1% of the balance of the Fund in any given calendar year.

Attachment: ACP PILOT Agreement_for BK signature (RES-2021-1103 : Amherst Central Park PILOT Agreement)

Fund Administrator – AIDA, or any successor to AIDA as Fund Administrator under the Fund Administration Agreement.

Lot(s) – The individual lots within the PIF District.

PIF District- The PIF District shall refer to that portion of Amherst Central shown on the map attached hereto as Schedule C.

PILOT Agreement – An agreement between AIDA and an End User to make payments in lieu of real estate taxes in connection with the Lot owned and developed by such End User.

PILOT Payments – Payments made by an End User under a PILOT Agreement.

School District- shall mean the Sweet Home Central School District.

Town - shall mean the Town of Amherst, New York, a New York municipal corporation.

Attachment: ACP PILOT Agreement_for BK signature (RES-2021-1103 : Amherst Central Park PILOT Agreement)

SCHEDULE B

PILOT Schedule and PILOT Redirection Schedule

Year	COLUMN 1: PILOT Abatement Schedule Applicable to Improvements Constructed on Lots	COLUMN 2: Percentage of Town and School District PILOT Payments to be Directed to the Fund	COLUMN 3: Percentage of Town and School District PILOT Payments to be Directed to the Town and School District	COLUMN 4: Percentage of County PILOT Payments to be Paid to the County
1	20%	100%	0	100%
2	20%	100%	0	100%
3	20%	100%	0	100%
4	20%	100%	0	100%
5	20%	100%	0	100%
6	10%	100%	0	100%
7	10%	100%	0	100%
8	10%	100%	0	100%
9	10%	100%	0	100%
10	10%	100%	0	100%
11	0	90%	10%	100%
12	0	90%	10%	100%
13	0	90%	10%	100%
14	0	90%	10%	100%
15	0	90%	10%	100%
16	0	80%	20%	100%
17	0	80%	20%	100%
18	0	80%	20%	100%
19	0	80%	20%	100%
20	0	80%	20%	100%

For purposes of exemplification only, assume the following scenario under year 1:

Assessed Land Value:	$500,000.00
Assessed Value attributable to Improvements:	$2,000,000.00

The Town, the County and the School District would receive a PILOT payment attributable to the land component (pre-Project assessment) based on the full amount of the land value ($500,000), allocated in proportion to the amount of real property tax and other taxes which would have been received by the Town, County and the School District as if AIDA did not have an interest in the project. With respect to the improvements, the PILOT schedule above would result in a total PILOT bill calculated with reference to $1,600,000 (80% x $2,000,000). That portion of the total PILOT payment that would (absent this Agreement) otherwise be payable to the Town and to the School District will be deposited into the Fund. The County, as a non-participating taxing jurisdiction, would receive its proportionate share without any contribution to the Fund. (Note that this exemplification does not reflect actual assessed valuation or applicable tax rates).

Attachment: ACP PILOT Agreement_for BK signature (RES-2021-1103 : Amherst Central Park PILOT Agreement)

SCHEDULE C

Description of PIF District

See attached map.

Doc #901747.3

Attachment: ACP PILOT Agreement_for BK signature (RES-2021-1103 : Amherst Central Park PILOT Agreement)

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Economic Development
Initiated by: **Angela Rossi**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 25160 **RESOLUTION 2021-1104** **ADOPTED**

Amherst Central Park Infrastructure Fund Administration Agreement (CRS# 3078)

WHEREAS, The Town of Amherst, the Amherst Industrial Development Agency, and the Sweet Home Central School District established the Amherst Central Park PILOT Agreement; and,

WHEREAS, the parties agreed to have the Amherst Industrial Development Agency (AIDA) redirect a portion of Town of Amherst PILOT payments and a portion of Sweet Home Central School District PILOT payments to be received by AIDA to a restricted fund to be managed and disbursed by AIDA in accordance with the attached Agreement;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves the Amherst Central Park Infrastructure Fund Administration Agreement between the Town of Amherst and the Amherst Industrial Development Agency and authorizes the Supervisor to execute the agreement pending successful completion of CRS routing.

12/20/2021
Consent

FINANCIAL IMPACT:

n/a

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

AMHERST CENTRAL PARK
INFRASTRUCTURE FUND ADMINISTRATION AGREEMENT

THIS AGREEMENT ("Agreement"), entered into as of _____, 202_, is by and between the TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY, a New York public benefit corporation with offices at 4287 Main Street, Amherst, New York 14228 ("AIDA"); and the TOWN OF AMHERST, a New York municipal corporation having its principal office at 5583 Main Street, Williamsville, New York 14221 (the "Town").

RECITALS:

A. AIDA, the Town, and the Sweet Home Central School District (the "School District") are parties to that certain Amherst Central Park Infrastructure Fund and PILOT Application Agreement (the "PILOT Application Agreement") pursuant to which the parties agreed to have AIDA redirect a portion of Town PILOT payments and a portion of School District PILOT payments received by AIDA to a restricted fund (the "Amherst Central Park Infrastructure Fund" or "Fund"), to be managed and disbursed by AIDA in accordance with this Agreement.

B. The parties desire to enter into this Agreement to set forth their respective understandings concerning the management and administration of the Fund.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I
INCORPORATION OF RECITALS

1.1 Recitals. The foregoing Recitals are hereby incorporated into this Agreement and made a part hereof as if fully set forth herein.

ARTICLE II
APPOINTMENT OF FUND ADMINISTRATOR

2.1 Appointment. AIDA is hereby designated as administrator of the Fund (the "Fund Administrator"), and AIDA accepts such appointment upon the terms and conditions set forth herein.

ARTICLE III
DUTIES OF FUND ADMINISTRATOR

3.1 No Implied Duties. The Fund Administrator need only perform those duties that are specifically set forth in this Agreement. No covenants or obligations adverse to the Fund Administrator shall be implied in this Agreement.

Attachment: ACP Fund Administration Agreement (clean 12-01-21v2) (RES-2021-1104 : Amherst Central Park Infrastructure Fund

3.2 Investment of PILOT Payments. The Fund Administrator shall deposit Town PILOT payments and School District PILOT payments received pursuant to the PILOT Application Agreement into one or more dedicated, interest-bearing depository accounts (individually or collectively, the "Fund Account") established at the financial institution at which AIDA regularly maintains its own accounts. The Fund Administrator shall have the absolute discretion to invest and manage the Fund Account, subject to the investment limitations set forth in Section 10 of the New York General Municipal Law (GML). All decisions made by the Fund Administrator in connection with the investment and management of the Fund Account shall be final and not subject to challenge, provided that the Fund Administrator is managing the Fund Account in compliance with Section 10 of the GML. Provided that the Fund Administrator complies with Section 10 of the GML in connection with the investment and management of the Fund Account, the Fund Administrator shall have no liability for any losses incurred to the Fund Account.

3.3 Reinvestment. The Fund Administrator shall reinvest all interest earned on the monies of the Fund into the Fund Account. All earned interest shall become part of the Fund, to be managed and disbursed in accordance with the terms of this Agreement.

3.4 Disbursement of Fund Monies.

(a) *Eligible Disbursement Purposes*. The parties acknowledge and agree that the Fund has been established for the purpose of funding "Eligible Projects" as defined in the PILOT Application Agreement which include: (i) the undertaking of public infrastructure improvements and public streetscape improvements and/or enhancements, sidewalk reconstruction, curb reconstruction, tree planting, installation of street lighting, paving and public parking, smart city technologies, traffic signals, within the PIF District; and (ii) financial assistance for the Northwest Community Center, Amherst Central Park and park-displaced projects located elsewhere in the Town. No disbursement may be made from the Fund unless such disbursement is for an eligible purpose as described in the preceding sentence ("Eligible Purpose") and the disbursement request complies with the requirements set forth in Section 3.4(b) of this Agreement.

(b) *Disbursement Requests*. The Town may request from time to time that the Fund Administrator disburse monies from the Fund Account to the Town (or if requested by the Town in writing, to a person or entity designated by the Town) for an Eligible Purpose. Each disbursement request made by the Town to the Fund Administrator shall be accompanied by (i) documentation satisfactory to the Fund Administrator that is sufficient to identify that the disbursement is being requested in connection with an Eligible Purpose ("Disbursement Request Documentation") and (ii) a certification ("Town Certification") signed by the Town Supervisor ("Supervisor") or other person duly authorized in writing by the Supervisor confirming that the disbursement request has been approved by the Town and certifying that the monies requested for disbursement shall be applied by the Town toward an Eligible Purpose as described in the Disbursement Request Documentation. Provided that the Disbursement Request Documentation and the Town Certification meet the requirements of the preceding

Attachment: ACP Fund Administration Agreement (clean 12-01-21v2) (RES-2021-1104 : Amherst Central Park Infrastructure Fund

sentence and there are sufficient monies in the Fund Account to fulfill the disbursement request, the Fund Administrator shall disburse monies from the Fund Account to the Town within ten (10) business days after the Fund Administrator's approval of the disbursement request, provided that the Fund Administrator may delay disbursement for a period of time (not to exceed thirty (30) calendar days) if it determines that an earlier disbursement would result in penalties or other losses to the Fund Account.

(c) *Rejection of Disbursement Request*. In the event that the Fund Administrator determines that the Disbursement Request Documentation and/or the Town Certification do not meet the requirements of Section 3.4(b), the Fund Administrator shall reject the disbursement request and notify the Town in writing of same no later than five (5) business days after the Fund Administrator's receipt of the disbursement request. Such notification shall identify the specific deficiency or deficiencies in the Disbursement Request Documentation and/or the Town Certification, as applicable. The Town may submit additional documentation to the Fund Administrator to correct the deficiency or deficiencies. Notwithstanding the foregoing, the Fund Administrator shall retain the discretion to grant or reject a disbursement request based on such additional documentation. The Fund Administrator's determination that any Disbursement Request Documentation and/or the Town Certification do not meet the requirements of Section 3.4(b) shall be final and not subject to challenge.

(d) *Payment of Fund Administration Expenses*. The Fund Administrator shall pay all Fund Administration Expenses (as defined herein) from the Fund Account, provided that such expenses are documented to the satisfaction of the Fund Administrator. "Fund Administration Expenses" shall include all out-of-pocket third-party costs and expenses incurred by the Fund Administrator in connection with the performance of its duties under this Agreement, including, without limitation, any fees assessed by the financial institution(s) with respect to the Fund Account and any expenses incurred in connection with any audit with respect to the Fund Account. Fund Administration Expenses shall also include standard time charges of the Fund Administrator for its personnel with regard to the performance by such personnel of the Fund Administrator's responsibilities under this Agreement, provided that such time charges are fully documented and do not exceed 1% of the balance of the Fund in any given calendar year. Statements for time charges of the Fund Administrator shall be issued and paid in December of each year, with the 1% limitation described in the preceding sentence measured as of November 30th of the same calendar year.

(e) *Accuracy of Documents; Indemnity*. In disbursing monies from the Fund Account, the Fund Administrator shall be entitled to conclusively rely upon the accuracy of all facts and representations set forth in the Disbursement Request Documentation, the Town Certification and such other documentation received by the Fund Administrator and need not investigate any fact or matter stated in such documentation. The Town shall indemnify and hold the Fund Administrator harmless from any and all claims, demands and lawsuits against the Fund Administrator which arise from or relate to any inaccuracy or misrepresentation in any Disbursement Request Documentation or Town Certification

Attachment: ACP Fund Administration Agreement (clean 12-01-21v2) (RES-2021-1104 : Amherst Central Park Infrastructure Fund

submitted by the Town to the Fund Administrator or any determination by the Fund Administrator to grant or reject such a disbursement request.

3.5 Resignation of Fund Administrator. AIDA may, upon 120 days prior written notice to the Town, resign from its responsibilities under this Agreement, provided that a replacement Fund Administrator agrees to assume AIDA's responsibilities under this Agreement in accordance with the provisions of this Section 2.2. Upon issuance of such notice, AIDA shall use its best efforts to obtain an agreement from a commercial bank and trust company or another institution reasonably satisfactory to the Town to assume the responsibilities of Fund Administrator, and the charges of such replacement Fund Administrator to perform such services shall constitute eligible Fund Administration Expenses as defined in Section 3.4(d) of this Agreement.

ARTICLE IV
RECORDKEEPING; REPORTS AND AUDITS

4.1 Recordkeeping. The Fund Administrator shall keep accurate and complete records pertaining to the Fund Account. Such records shall include a record of all deposits, investments and interest earned in the Fund Account, and all disbursements made from the Fund Account.

4.2 Reporting Requirements. The Fund Administrator shall prepare and submit an annual report to the Town, School District and AIDA within one hundred twenty (120) days after the end of each calendar year. Each report shall identify the amount of Town PILOT payments and School District PILOT payments remitted to the Fund Administrator and shall include a schedule setting forth the Fund balance at the beginning and end of the calendar year, all disbursements made from the Fund for an Eligible Purpose, all disbursements made from the Fund for Fund Administration Expenses and the amount of interest earned on the Fund balance during the calendar year.

4.3 Audit Rights. The Town, School District and AIDA may, at their sole expense, audit the Fund upon thirty (30) days written notice to the Fund Administrator.

ARTICLE V
TERM; TERMINATION

5.1 Term; Termination. This Agreement shall commence as of the Effective Date set forth above and continue until the Fund Administrator has disbursed all funds from the Fund Account.

ARTICLE VI
EXCULPATORY PROVISIONS

6.1 Exculpatory Provisions. No provision, covenant or agreement contained in this Agreement, and any other agreement entered into in connection herewith, nor any

Attachment: ACP Fund Administration Agreement (clean 12-01-21v2) (RES-2021-1104 : Amherst Central Park Infrastructure Fund

obligations herein imposed upon the parties, nor the breach thereof, shall constitute or give rise to or impose upon such party a pecuniary liability or a charge upon its general credit. All covenants, stipulations, promises, agreements and obligations of the parties contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of such party and not of any member, director, officer, employee or agent thereof in his or her individual capacity, and no recourse shall be had for any claim hereunder against any member, director, officer, employee or agent of such party.

6.2 Limitation on Performance. No provision of this Agreement shall require the Fund Administrator to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties herein or in the exercise of any of its rights or duties if the Fund Administrator shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured.

ARTICLE VII
GENERAL PROVISIONS

7.1 Entire Agreement; Amendment. This Agreement (including the Schedule attached hereto) sets forth the entire agreement and understandings of the parties with respect to the subject matter hereof and supersede all prior agreements, written or oral, with respect thereto. No amendment or modification of this Agreement shall be effective unless in writing and signed by all of the parties hereto.

7.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

7.3 Waiver. No waiver by any party of any breach, default or violation of any term, warranty, representation, agreement, covenant, condition or provision hereof shall constitute a waiver of any subsequent breach, default or violation of the same or any other term, warranty, representation, agreement, covenant, condition or provision hereof.

7.4 Binding Effect; No Assignment. The provisions of this Agreement shall bind and benefit the successors and assigns of the parties hereto, provided that no party shall assign this Agreement, or any of their rights or obligations hereunder, without the prior written consent of the other parties hereto.

7.5 Notices. All notices that may be given in connection with this Agreement shall be in writing and shall be delivered personally or mailed postage prepaid, by regular mail, to the parties at their addresses as set forth above. Notices shall be effective from the date of delivery if delivered personally, or from one (1) business day after the day of deposit with the U.S. mail, if mailed.

7.6 Severability. The provisions of this Agreement shall be severable, and if any clause, sentence, paragraph, provision or other part hereof shall be adjudged by any

Attachment: ACP Fund Administration Agreement (clean 12-01-21v2) (RES-2021-1104 : Amherst Central Park Infrastructure Fund

court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder hereof, which remainder shall continue in full force and effect.

7.7 Headings. The headings and captions herein are for convenience only and are not to be construed as a part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

7.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[The Remainder of this Page Intentionally Left Blank.]

Attachment: ACP Fund Administration Agreement (clean 12-01-21v2) (RES-2021-1104 : Amherst Central Park Infrastructure Fund

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first written above.

TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY

By:_____

TOWN OF AMHERST

By:_____

Attachment: ACP Fund Administration Agreement (clean 12-01-21v2) (RES-2021-1104 : Amherst Central Park Infrastructure Fund

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Economic Development
Initiated by: **Angela Rossi**
Co-Sponsored by:

DOC ID: 25161 **RESOLUTION 2021-1105** **ADOPTED**

Temporary Access Agreement (CRS #3079)

WHEREAS, The Town of Amherst recognizes the need for accessible COVID-19 testing locations; and,

WHEREAS, KSL Diagnostics Inc. seeks to provide a location for a temporary, drive-through COVID-19 testing site; and,

WHEREAS, The Town of Amherst determined a best location for KSL Diagnostics Inc. to operate the temporary site would be in the parking lot adjacent to the Audubon Golf Course, 500 Maple Road, Amherst, NY 14221 in accordance with the attached Agreement;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves the Temporary Access Agreement between the Town of Amherst and KSL Diagnostics Inc. and authorizes the Supervisor to execute the agreement pending successful completion of CRS routing.

12/20/2021
Consent

FINANCIAL IMPACT:

n/a

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

Attachment: Temporary Access Agreement KLS Diagnostics 12-13-21 Final executed KSL (RES-2021-1105 : Temporary Access Agreement

TEMPORARY ACCESS AGREEMENT

This Temporary Access Agreement ("Agreement") is entered as of the day of December 2021 by and between KSL Diagnostics Inc., 1000 Youngs Rd #207, Williamsville, NY 14221 ("KSL") and the Town of Amherst ("TOWN") with offices and principal place of business located at 5583 Main Street, Williamsville, New York 14221.

1) KSL seeks to provide a location for a temporary, drive-through COVID-19 testing site. This temporary location will be located in the parking lot adjacent to the Audubon Golf Course, 500 Maple Road, Amherst, New York 14221, bearing SBL # 55.04-1-6.11 ("AUDUBON GOLF COURSE"). KSL needs access to this site from 8:00 AM- 5:30 PM seven days a week for purposes of conducting COVID-19 testing. Troon Golf, LLC, and Antares Golf, LLC d/b/a Indigo Golf Partners, currently operate the Audubon Golf Course at this site, as the Town contracted golf management company.

2) The TOWN, for valuable consideration the sufficiency and receipt of which is hereby acknowledged, hereby grants KSL the right to enter upon the parking lots at the AUDUBON GOLF COURSE property for purposes described.

3) KSL assumes all risks of, and agrees to the fullest extent permitted by law to indemnify, to protect and save harmless the Town and its successors, and assigns officers and employees from all loss, damage, or injury to persons (including, but not limited to, 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, which arise from or are in any way connected with the exercise of the rights granted to KSL, except to the extent the same shall arise out of the sole negligent or sole intentional acts or omissions of any employee, officer, agent, invitee or representatives of the TOWN. In the event that any judgment, lien or other encumbrance is placed upon or levied against the AUDUBON GOLF COURSE property in any suit or other proceedings due to KSL's activities, KSL will immediately cause the same to be discharged by the posting of a bond or otherwise.

4) KSL shall maintain at all times during the term of this Agreement Commercial General Liability insurance in the amount of $1,000,000 per occurrence for personal injury and advertising injury, $2,000,000 aggregate with the TOWN, "Troon Golf, LLC and ISAOA", and "Antares Golf, LLC d/b/a Indigo Golf Partners" added as additional insureds on a primary and non-contributory basis to protect the TOWN, Troon Golf, LLC and ISAOA, and Antares Golf, LLC d/b/a Indigo Golf Partners from against any and all claims, demands and cause of actions, arising by reason of any work performed by KSL and said work will not commence under this Agreement until an appropriate certificate of insurance has been provided to the TOWN and approved by the Town Attorney.

5) To the fullest extent permitted by law, KSL will indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, expenses (including legal fees and court costs), awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising from the activity of KSL, its officers,

agents, subcontractors, and/or employees in carrying out the activities related to the use of the parking lot at issue.

6) The Town will be responsible for snow removal in the parking lots; said snow removal will occur when conditions permit.

7) KSL employees and staff shall have access to the Audubon Golf Course Clubhouse for use of restrooms, restaurant area and facilities only when open. In the alternative, Town will make available to the KSL employees and staff access to the Park's Department Building located at the premises for use of restrooms and breakrooms when open.

8) KSL will be responsible for any and all utility charges associated with its use of the parking lot, which will be monitored by a meter installed by KSL.

9) KSL shall have the right to park trailers on the premises, to erect one or more tents, to erect a temporary light/utility pole and erect temporary signs only after obtaining the appropriate permits from the Town and recognizes that it shall solely be responsible for the repair, control and maintenance of those structures and signs, as well as their location on the premises. KSL recognizes that it may be required by the Town to remove certain signs from the premises upon the Town given it prior written notice.

10) 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 expressly include the same.

11) 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.

12) KSL recognizes that it shall be obligated to restore the premises and the parking lots it utilizes to the condition as existed prior to its use of the same and fully understands that at its sole cost and it is responsible for repairs to said parking lots caused by its activity or arising out of its activities of the premises.

13) KSL recognizes that it shall be responsible for any and all trash removal from the premises. Said trash shall be removed on a daily basis.

14) 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 and executed by the parties to make such insertion.

Attachment: Temporary Access Agreement KLS Diagnostics 12-13-21 Final executed KSL (RES-2021-1105 : Temporary Access Agreement

15) The Town of Amherst Town Board will retroactively approve this Agreement via the adoption of Resolution during its meeting on December 20, 2021.

16) This Agreement shall be effective as of the date first set forth above and Agreement shall continue in effect until at least February 28, 2022. KSL recognizes that it shall be permitted to continue to use the property and the parking lot facilities after that date provided further that if the Town provides it with a 14-day prior written notice on or after March 1, 2022, KSL shall cease its use of the premises.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth above.

BRIAN J. KULPA, SUPERVISOR
TOWN OF AMHERST

By: _____

Name: Brian J. Kulpa

Title: Supervisor

KEVIN LAWSON, PRESIDENT AND CEO
KSL DIAGNOSTICS Inc.

By: Kevin Lawson

Name: Kevin Lawson

Title: President and CEO

Attachment: Temporary Access Agreement KLS Diagnostics 12-13-21 Final executed KSL (RES-2021-1105 : Temporary Access Agreement

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Economic Development
Initiated by: **Angela Rossi**
Co-Sponsored by:

DOC ID: 25162 **RESOLUTION 2021-1106** **ADOPTED AS AMENDED**

Memorandum of Understanding (MOU) Between the Town of Amherst and Mensch Capital Partners, LLC CRS #3104

WHEREAS, the Town of Amherst, Bones & Guts LLC and Mensch Capital Partners, LLC previously entered into a Memorandum of Understanding dated July 6, 2020, Town Board RES-2020-579 ("Original MOU"); and

WHEREAS, the Town of Amherst and Mensch Capital Partners, LLC have determined that it is in the best interest of the parties to terminate the Original MOU as relates to the Town of Amherst and Mensch Capital Partners and to enter into a new MOU;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to negotiate and execute an MOU between the Town of Amherst and Mensch Capital Partners, LLC covering the topics reflected in the attached draft, proposed MOU after first obtaining approval of the final MOU from the Town Attorney and Town Board, and after successful completion of the CRS routing process.

12/20/2021
A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion to amend was made by Councilmember Bucki, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Amendment adds the underlined language and the CRS #. A motion to approve as amended was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

n/a

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

Attachment: Clean MOU Westwood Sale to Town from Mensch Group for attachment to 12-20-21 Resolution (RES-2021-1106 : Memorandum of

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered this ___ day of ____ 2022 between Mensch Capital Partners, LLC, a New York State limited liability company having offices at 10 Lafayette Square, Suite 1900, Buffalo NY 14203 ("Mensch") and the Town of Amherst, 5583 Main Street, Williamsville, New York 14221 ("Town"). Mensch and the Town may be referred to herein individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Mensch is currently the owner of certain property formerly occupied by the Westwood County Club, consisting of approximately 171 acres of land and associated improvements located at 772 North Forest Road (SBL#68.01-1-1), 385 Maple Road (SBL#55.18-4-9), and 391 Maple Road (SBL#55.18-4-10), all located in Williamsville, NY 14221, the legal description of which is described in Exhibit "A" attached hereto and incorporated herein (Westwood Land); and

WHEREAS, the Town, Bones & Guts LLC and Mensch previously entered into that certain Memorandum of Understanding dated July 6, 2020 (the "Original MOU"); and

WHEREAS, all rights and obligations of Bones & Guts and the Town set forth in the Original MOU were incorporated into a separate agreement between Bones & Guts and the Town; and

WHEREAS, the Parties hereto have determined that it is in the best interest of the parties to terminate the Original MOU as relates to the parties hereto and to enter into this MOU, and

WHEREAS, the Town has determined that the development of the Westwood Land by Mensch as a public park and the subsequent acquisition of the Westwood Land as environmentally remediated under the direction of the New York State Department of Environmental Conservation (NYSDEC) and improved as a public park is mutually beneficial and appropriate for all concerned parties and the Parties thus wish to take further steps to implement the development and sale of the Westwood Land improved as a public park to the Town as set forth below and

WHEREAS, at the Amherst Town Board meeting on July 7, 2014, the Amherst Town Board, as part of Resolution 2014-607, voted to adopt a local law to amend the zoning classification of 772 North Forest Road and 385 Maple Road from Community Facilities District ("CF") and Residential District Three ("R-3") to Recreation Conservation District ("RC"),. At the same Amherst Town Board meeting on July 7, 2014, the Amherst Town Board, as part of Resolution

Attachment: Clean MOU Westwood Sale to Town from Mensch Group for attachment to 12-20-21 Resolution (RES-2021-1106 : Memorandum of

2014-736, also voted to adopt a local law to amend Chapter 203 of the Code of the Town of Amherst, the Zoning Ordinance as adopted by Local Law 6-2006.

WHEREAS, the Parties hereby wish to enter into this MOU to establish the initial rights and obligations of the Parties and to set out the initial procedures to be followed in furtherance of the development of the Westwood Land as a public park; and

NOW THEREFORE, in consideration of the forgoing, the mutual obligations, terms and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and the terms set forth below, the Parties agree as follows:

1. **Recitals**. The above Recitals are incorporated into this MOU.

2. **Project.** The Town agrees to enter into a purchase and sale agreement with Mensch (the "PSA"), subject to the approval of the Amherst Town Board, pursuant to which Mensch will develop and deliver to the Town built-out park land that will be dedicated by the Town after acquisition for public purposes pursuant to plans and specifications to be agreed upon by the Town and Mensch (the "**Project**"). A preliminary plan in this regard is attached as Exhibit B. The Project includes the acquisition of the Westwood Land by the Town. Subject to review and receipt of all required approvals and permits from the Town and other governmental agencies, including a transferable release, without restrictions, issued by NYSDEC under the New York State (NYS) Brownfield Clean-Up Program, (BCP), it is anticipated that Mensch will perform the following activities prior to transferring the Project to the Town:

    a. Mensch shall investigate and remediate the Westwood Land pursuant to a plan approved by the NYSDEC and the Town appropriate for the intended uses within the Project, without restrictions. Complete all required work and deliverables for receipt of a Certificate of Completion (COC) under the BCP, which COC is deemed transferable to the Town by NYSDEC. All related costs and expenses shall be borne by Mensch, at no expense to the Town.

    b. Mensch and the Town shall include the other on all written, electronic, and oral communications with NYSDEC, including giving reasonable notice to participate in any actual or virtual meetings with NYSDEC, or other municipal agencies regarding the Project. Mensch shall direct NYSDEC to copy the Town on all communications and deliverables.

    c. Mensch shall afford the Town a reasonable time to review draft reports, work plans, or other deliverables for comment prior to submission to NYSDEC, or other municipal agencies.

Attachment: Clean MOU Westwood Sale to Town from Mensch Group for attachment to 12-20-21 Resolution (RES-2021-1106 : Memorandum of

d. Mensch shall construct the core and shell of a theater building (not including any interior build-out) pursuant to plans and specifications developed jointly by the Town, Mensch and the anticipated end user of the theater building, which theater building is currently anticipated to be approximately 20,000 square feet in size.

e. Mensch shall provide park enhancements, such as walking paths, landscaping and some renovation, including any environmental remediation of the Westwood Clubhouse, etc., all pursuant to a site plan and specifications to be approved by the Town of Amherst.

3. **Purchase Price**. The purchase price to be paid by the Town will be determined once the final plans and specifications for the Project are agreed upon by Mensch and the Town, subject to change orders should costs increase or should the Town request revisions to the agreed upon plans and specifications.

4. **Deposit**. Upon agreeing to a final PSA but prior to execution of the PSA pursuant to which the Town will acquire the Project, the Town shall advance to Mensch soft costs such as, but not limited to, engineering and design costs for the Project. The amount of such advance will be determined by the parties once the PSA is executed by them**.** The amount advanced will be credited toward the purchase price at closing.

5. **Preliminary Actions**.

a. The Parties agree that the concept plan attached hereto as Exhibit "B" represents the current conceptual layout of the Project. The Parties shall make a good faith effort to agree upon a final concept master plan for the entire Project within ninety (90) days after execution of this MOU which final concept master plan will be used to determine the Purchase Price and shall serve as the Town "intended use." The final concept master plan will be subject to the review and approval of all appropriate governmental authorities. The Town agrees to pay or reimburse Mensch for all documented out of pocket costs and expenses incurred in connection with the creation of the final concept master plan provided adequate and sufficient proof of the same are submitted and approved by the Town. The parties agree to make a good faith effort to execute the PSA within ninety (90) days after the final concept master plan is agreed to by the Town and Mensch.

~~b.~~ The Parties agree to use their best efforts to follow the Project timeline agreed to by the Town and Mensch, a copy of which is attached hereto as Exhibit "C" and is incorporated herein.

6. **Non-Assignment**. Mensch may not assign any rights, title or interest or delegate any obligation arising from this MOU without the prior written consent of the Town; provided

Attachment: Clean MOU Westwood Sale to Town from Mensch Group for attachment to 12-20-21 Resolution (RES-2021-1106 : Memorandum of

however, that Mensch may assign its rights or delegate its responsibilities and obligations under this MOU to a related party or development manager. Any attempt by Mensch to assign this MOU to any person or entity other than a related party of Mensch without the Town's prior written consent shall be null and void.

7. **Entire Agreement/ Town Approval**. This MOU supersedes all previous agreements in respect to the subject matter and embodies the entire agreement between the parties. The terms of this MOU may only be changed in writing, with such written document being executed by both Parties. This MOU is subject to the review and approval of the Amherst Town Board.

8. **No Waiver**. No waiver of any breach or condition of this MOU shall be binding unless in writing and signed by the party waiving same. No such waiver shall in any way affect any other term or condition of this MOU or constitute a cause or excuse for a repetition of such breach or any other breach unless the waiver shall include the same.

9. **Statute of Limitations Tolling Agreement.** Notwithstanding anything set forth herein the Statute of Limitation Tolling Agreement between the parties dated as of July 6, 2020, a copy of which is attached hereto as Exhibit "D" and incorporated herein, shall remain in full force and effect.

10. **Counterparts**. This MOU may be executed in one or more counterparts, each of which will be deemed to be an original copy of this MOU and all of which, when taken together, will be deemed to constitute one and the same agreement.

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**.**

IN WITNESS WHEREOF, the Parties hereto have agreed to be bound as the day and year first written above.

Mensch Capital Partners, LLC

By Hamister Development Company, LLC, Manager

By: _____

Name: Daniel M. Hamister, Manager

Town of Amherst

By: _____

Name: Brian J. Kulpa, Town Supervisor

Attachment: Clean MOU Westwood Sale to Town from Mensch Group for attachment to 12-20-21 Resolution (RES-2021-1106 : Memorandum of

EXHIBIT "A"

LEGAL DESCRIPTION OF THE "WESTWOOD LAND"

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot Nos. 60, 66 and 67, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

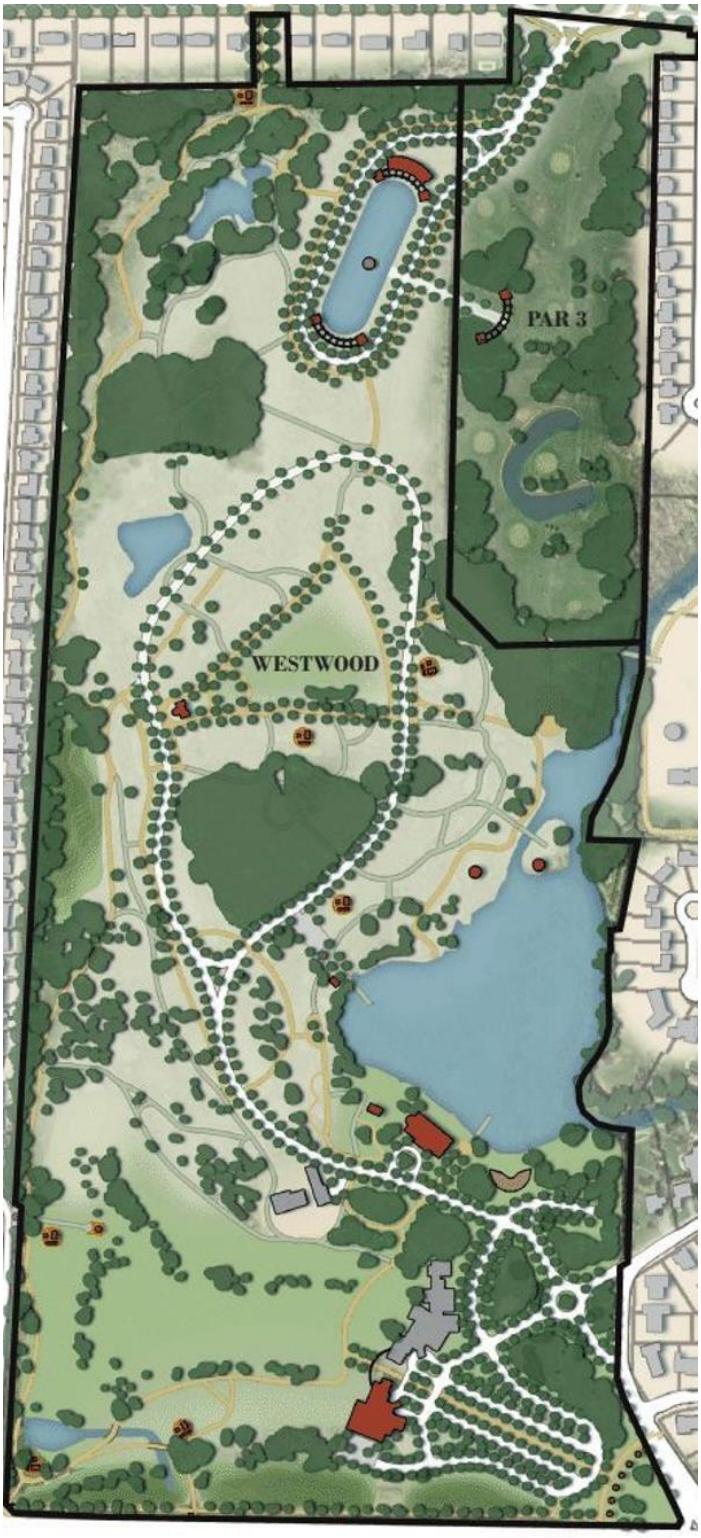
BEGINNING at the point of intersection of the northerly line of Sheridan Drive with the easterly line of Lot 66; thence westerly, along the northerly line of Sheridan Drive, a measured distance of 1645.72 feet to a point in lands appropriated under Map 197, Parcel 219 under Notice of Appropriation recorded in the Erie County Clerk's Office in Liber 9690 of Deeds, Page 366; thence westerly at an interior angle of 172° 32' 21" with the last described line, and along the northerly line of Sheridan Drive and said appropriation, 15.46 feet to a point; thence continuing along the northerly line of Sheridan Drive, also being the northerly line of lands appropriated under Map 197, Parcel 219, under Notice of Appropriation recorded in Liber 9690 of Deeds, page 366, and at an exterior angle of 173° 12' 12" with the last described line, 252.56 feet to an angle therein; thence northwesterly at an interior angle of 141° 12' 39" and along said appropriated lands, 44.17 feet to a point; thence north at an interior angle of 127° 12' 55" with the last described line, 928.41 feet to a point; thence northwesterly at an exterior angle of 143° 08' 48" with the last described line, 39.87 feet to a point in the westerly line of lands conveyed to George Cretsinger by deed recorded in the Erie County Clerk's Office in Liber 396 of Deeds, Page 561; thence north along the west line of George Cretsinger by deed aforesaid and along the west line of lands conveyed to Forest Road Corporation by deed recorded in Erie County Clerk's Office in Liber 4850 of Deeds, Page 84, a distance of 3,520.01 feet to a point in the southerly line of lands conveyed to Mona Perry by deed recorded in the Erie County Clerk's Office in Liber 4890 of Deeds, Page 542; thence east at an interior angle of 94° 02' 21" with the last described line, and along the south line of Mona Perry by deed aforesaid, 554.56 feet to the southwest corner of land conveyed to Forest Road Corporation by deed recorded in Liber 4890 of deeds, Page 520; thence north along the west line of Forest Road Corporation by deed last above, 219.02 feet to the south line of Maple Road; thence east and along the south line of Maple Road, 110.0 feet to the northeast corner of land conveyed to Forest Road Corporation by deed recorded in Liber 6977 of Deeds, Page 147; thence south along the east line of Forest Road Corporation by last above deed, 219.02 feet to a point in the south line of Mona Perry by deed recorded in Liber 4890 of Deeds, Page 542; thence east and along the south line of Mona Perry by deed aforesaid; 541.16 feet to a point in the westerly line of land conveyed to Joseph A. Schuchert, Sr. by deed recorded in Liber 4890 of Deeds, Page 485; thence south at an interior angle of 87° 54' 21" with the last described line and along the west line of Schuchert, Sr. by deed aforesaid, 1624.08 feet to an angle; thence southeasterly at an exterior angle of 136° 21' 59" with the last described line and along the lands of Joseph A. Schuchert, Sr. 218.64 feet, more or less, record (217.67 feet measured) to a point in the northerly line of land conveyed to Forest Road Corporation by deed recorded in Liber 3816 of Deeds, page 223; thence east at an exterior angle of 130° 41' 27" with the last described line, and along the north line of Forest Road Corporation by deed recorded in Liber 3816 of Deeds, page 223, said north line also being the south line of Joseph A. Schuchert. Sr. by deed recorded in Liber 4890 of Deeds, Page 485, a distance of 465 feet to a point in the east line of Lot #66; thence south along the east line of Lot #66 a distance of 75 feet more or less to the point of intersection with the center line of Ellicott Creek (formerly Eleven Mile Creek); thence southerly and southwesterly along the center line of

Attachment: Clean MOU Westwood Sale to Town from Mensch Group for attachment to 12-20-21 Resolution (RES-2021-1106 : Memorandum of

Attachment: Clean MOU Westwood Sale to Town from Mensch Group for attachment to 12-20-21 Resolution (RES-2021-1106 : Memorandum of

EXHIBIT "B"

PROJECT LAND CONCEPTUAL PLAN



EXHBIT "C"

PROJECT TIMELINE

Attachment: Clean MOU Westwood Sale to Town from Mensch Group for attachment to 12-20-21 Resolution (RES-2021-1106 : Memorandum of

EXHIBIT “D”

TOLLING AGREEMENT

Attachment: Clean MOU Westwood Sale to Town from Mensch Group for attachment to 12-20-21 Resolution (RES-2021-1106 : Memorandum of

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 25153 **RESOLUTION 2021-1107** **ADOPTED AS AMENDED**

Local Pedestrian Safety Action Plan (PSAP) - Change Order No. 1 CRS #3081

We are requesting the Town Board to approve the above referenced Change Order No. 1 which calls for a contract time extension through March 31, 2022. The project is substantially complete, but added time is needed to properly review the improvements and obtain acceptance from NYSDOT. There is no increase in cost associated with this request.

This request is pending the successful completion of the contract review process. Thank you for considering this request.

12/20/2021
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Bucki. A motion to amend was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. Amendment adds the CRS #. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

N/A

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

			AMOUNT
CHANGE ORDER NO:	1	INCREASE/(DECREASE), THIS CHANGE ORDER:	$0.00
		INCREASE/(DECREASE), PREVIOUS CHANGE ORDERS:	$0.00
		INCREASE/(DECREASE), ALL CHANGE ORDERS:	$0.00
TOWN JOB NO:	2017.034	CONTRACT AWARD AMOUNT:	$ 398,613.00
		AMENDED CONTRACT TOTAL:	$ 398,613.00

Job Designation: PSAP – Various Locations in the Town of Amherst, PIN 5762.68

Contractor: North Spur Construction, 156 Garrison Road, Buffalo, New York 14221

DESCRIPTION OF WORK:

1. Project will be completed before March 31, 2022 at no additional cost to the Town.

REASONS FOR THE WORK:

1. Additional time needed for project acceptance by both the Town and NYSDOT.

COST OF THE WORK:	Unit	Unit Cost	Amount	Cost
NO COST TIME EXTENSION	-	-	-	$ 0.00
			TOTAL, CHANGE ORDER NO. 1:	$ 0.00

ACCEPTED BY CONTRACTOR, North Spur Construction, 156 Garrison Road, Buffalo, New York 14221

Signature DATE: 12/13/2021

Colby McNichol
Manager

APPROVED BY TOWN OF AMHERST:

Signature DATE: _____

Brian Kulpa
Town Supervisor

Attachment: PSAP Attachment (RES-2021-1107 : Local Pedestrian Safety Action Plan (PSAP) - Change Order No. 1)

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 25154 **RESOLUTION 2021-1108** **ADOPTED AS AMENDED**

Employee Respirator Physicals-Fit Testing CRS #2980

The Engineering Department-Water Pollution Control Facility Division is currently seeking Town Board approval to authorize the Supervisor to sign the attached agreement with Occustar Workplace Compliance, LLC to perform OSHA/PESH mandated respirator physicals and testing for respirator use compliance. This contract will be valid from date of Town of Amherst Board Approval by the through December 31, 2023.

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

Funds for this request is Town Wide utilizing various accounts.

Thank you for considering this request.

12/20/2021
A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion to amend was made by Deputy Supervisor Berger, seconded by Supervisor Kulpa and unanimously approved 5-0. Amendment adds the CRS #. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

Various; Town-wide

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

AGREEMENT

Let this document stand as a Term Agreement between Occustar Workplace Compliance, LLC. and the Town of Amherst permitting the Town of Amherst to secure the services listed on the attached proposal. The term of this contract will be from date of Town Board Approval by the Town of Amherst through December 31, 2023.

Agreed to and Accepted by:

Occustar Workplace Compliance, LLC.

By: _____
Signature

Timothy Knight
Printed name

Owner
Title

Date: 10/12/21

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: TOA - Occustar Agreement (RES-2021-1108 : Employee Respirator Physicals-Fit Testing)

To whom it may concern,

The Town of Amherst would like pricing from interested companies to provide a (2) year term agreement for OSHA respirator physicals and testing. The TOA currently anticipates about 40 -50 employees annually and will send them to the awarded companies facility on an as-needed basis with appointments being made in advance.

We use only Stanic Chloride (irritant smoke) - Consistent with .134(f). 30 years of testing shows this method to be the most reliable and consistent method for our facility.

Service 1

- OSHA Respirator Questionnaire Form
- Pulmonary Function Test
- Respirator Fit Test for 1 mask: to use either Bitrex, nebulized saccharine or Isomyl acetate while using OSHA Fit Test protocol 1910.134(f)

Unit Price to provide the service 1 listed above $41.00 - OSHA "Respiratory Eval and Fit"

Service 1A

- Cost for above respirator fit test for each additional masks.

Unit Price to provide the service 1A listed above $16.00

Service 2

- OSHA Respirator Questionnaire Form
- Physical
- Pulmonary Function Test
- Respirator Fit Test for 1 mask: to use either Bitrex, nebulized saccharine or Isomyl acetate while using OSHA Fit Test protocol 1910.134(f) We use only Stanic Chloride - Consistent with .134

Unit Price to provide the service 2 listed above $85.00 - OSHA "Respiratory Exam and Fit"

Service 2A

- Cost for above respirator fit test for each additional masks.

Unit Price to provide the service 2A listed above $16.00

~~Please e-mail pricing before June 6, 2019~~ W.T.C.

Timothy Knight
Occustar Workplace Compliance, LLC
716-204-0798

Attachment: TOA - Occustar Agreement (RES-2021-1108 : Employee Respirator Physicals-Fit Testing)

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.

Attachment: TOA - Occustar Agreement (RES-2021-1108 : Employee Respirator Physicals-Fit Testing)

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:

Occustar Workplace Compliance, LLC
Print Name of Company

By: Timothy C. Knight
Signature

Timothy Knight
Printed name

Date: 11/21/2021

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: TOA - Occustar Agreement (RES-2021-1108 : Employee Respirator Physicals-Fit Testing)

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: Occustar work flow Complex

Signature: [signature]

Print Name: Timothy Kaucl

Title: Owner

Date: 10/12/21

Sworn To Before Me This

12 Day of OCTOBER, 2021

[signature]
Notary Public

CHRISTOPHER JOSEPH GUCK
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 07-02-23

Revised 4.2017

Attachment: TOA - Occustar Agreement (RES-2021-1108 : Employee Respirator Physicals-Fit Testing)

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 25155 **RESOLUTION 2021-1109** **ADOPTED**

Payment Authorization - Evoqua Water Technologies

The Engineering Department-Water Pollution Control Facility Division is currently seeking Town Board approval to authorize the Supervisor to approve payment of invoices 904772390 for $671.41 and 904911534 for $1,404.16, for a combined total of $2,075.57 to Evoqua Water Technologies. These invoices cover critical repairs to the WPCF Lab's De-Ionized Water System while we were waiting to get our current agreement (CRS-CMS #2697-2802) in place. Additionally, Evoqua is the sole provider of the Regenerable Ion Exchange Tanks utilized with the water system and is the only company authorized to perform any service on the exchange tanks.

Funds for this request have been encumbered under G9916-4860.

Thank you for considering this request.

12/20/2021
Consent

FINANCIAL IMPACT:

$2,075.57; G9916-4860

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

6713 Collamer Road - East Syracuse - NY - 13057
Phone: 315-214-6681
Fax: 315-454-4117

August 24, 2021

Mr. Thomas Dean

Town of Amherst, NY

455 Tonawanda Creek Rd

Amherst, NY 14228

RE: Sole Source Letter

Dear Mr. Dean,

The Deionized water systems in your facilities consist of Regenerable Ion Exchange Tanks which remain the property of Evoqua Water Technologies LLC. These tanks contain a cation and anion mixed bed resin which exhaust based on the water quality influent as the ion exchange process takes place. Once exhausted the tanks need to be regenerated with a chemical solution. Evoqua has a proprietary process conditioning the resin as well as regeneration. As the resin and tanks remain the property of Evoqua Water Technologies LLC is the only company authorized to perform any service on these exchange tanks.

The price charged to the Town of Amherst NY is no less than favorable than the price charged to other city, state, or federal agencies for a comparable system, in the same or substantially the same quantities in accordance with the same or substantially the same terms and conditions (excluding the United States government).

Sincerely,

Brian Schumaker

Upstate New York Branch Manager

Evoqua Water Technologies, LLC

Attachment: Evoqua Sole Source Letter (RES-2021-1109 : Payment Authorization - Evoqua Water Technologies)

TOWN OF AMHERST

VOUCHER

PO NO: 2201090

Date: 02/16/2021

This number must appear on all packages and invoices

WATER POLLUTION CONTROL FACILITY
455 TONAWANDA CREEK ROAD
AMHERST, NEW YORK 14228
(716) 691-9771 FAX: (716) 691-4496
Federal ID# 16-6002157

Fund/Dept/Dist.	Object	Amount
G9916	4860	$ 671.41
	TOTAL	$ 671.41

Supplier: 18224

EVOQUA WATER TECHNOLOGIES
28563 NETWORK PLACE
CHICAGO, IL 60673-1285
CRS-CMS # 2697-2802
RES-2021-588 TBA 6/21/21

☐ **Check box if partial payment (P.O. will remain open)**

Quantity	Description	Unit Price	Amount
1	ITEMS PER QUOTE 2020-414605	$ 333.91	$ 333.91
2.25	ADDITIONAL LABOR PER INVOICE	$ 150.00	$ 337.50
		TOTAL	$ 671.41

Due Date: _____ **Invoices:** 904772390 **SALES TAX EXEMPT**

☐ **Separate Check Required**

Invoices must be rendered on attached form (voucher) furnished by the Town of Amherst and must be properly signed. The town will not be responsible for merchandise delivered without a receipt signature.

Received by _____

Date Received _____

All purchase contracts involving an aggregate expenditure of more than $20,000 and all contracts for public works for more than $35,000 must be competitively bid.

PURCHASE AUTHORIZATION _____
Department Head or Director of Purchasing

DEPARTMENT APPROVAL

The above services or materials where rendered or furnished to The municipality on the dates stated and the changes are correct.

_____ _____
Date **Authorized Signature**

COMPTROLLERS OFFICE

_____ _____
Date **Authorized Official**

Audited by: _____ **Contract: RES-2016-772 TBA 7/11, Bids Received Y / N**

Date: _____ **TB Res. No: 2016-772** **Town Board Approval Y / N**

TB Res. Date:

Attachment: Evoqua Sole Source Letter (RES-2021-1109 : Payment Authorization - Evoqua Water Technologies)

EVOQUA
WATER TECHNOLOGIES

Quote Number: 2020-414605
Account ID: 0302096448

Proposal For:
TOWN OF AMHERST
William Moore
455 TONAWANDA CREEK RD
AMHERST, NY 14228
Phone: 716-908-9008
wmoore@amherst.ny.us

Christina Hattersley
Evoqua Water Technologies
6713 Collamer Road
East Syracuse, NY 13057
Phone: 800-463-3622 x255
Christina.Hattersley@evoqua.com

Item Pricing Summary

1. Scope of work: Replace pressure gauge. Service time is estimated at 1hrs; final billing to be based on actuals. Service technician to bring parts to site the day of service. US Funds.

Item	Part No Description	Qty	Net Price	Ext. Price
1	**W2T181621** Gauge press. 0-160psi Reference #: GAUG30087	1 EA	$183.91	$183.91
2	**W3TSP4146** LABOR BILLING - ESTIMATED PER HR Reference #: LABOR-OTHER	1 H	$150.00	$150.00

Currency: USD

Total Net Price: $333.91

Determination of suitability of the material provided under this quote for any use by Buyer shall be the sole and exclusive responsibility of Buyer.

Attachment: Evoqua Sole Source Letter (RES-2021-1109 : Payment Authorization - Evoqua Water Technologies)

EVOQUA
WATER TECHNOLOGIES

Quote Number: 2020-414605
Account ID: 0302096448

Payment Terms and Delivery

PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Shipping Information

- Prepaid: Freight Included in Base Price

Terms

- This quote is valid until 11-30-2020
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions
- Pricing listed does not include applicable sales tax.
- New customers are pre-approved to $1,000. All others will need to fill out a credit application and submit a hardcopy PO (or a "No PO Form").
- If your company is Tax Exempt, a Tax Exempt Number must be provided.
  Tax Exempt Number:_____
- If your company is Tax Exempt, a Certificate must be provided.
- Purchase Order:
  Customer must provide a hard copy Purchase Order reflecting Net 30 days terms for all services/equipment greater than $2500.00. If paying by credit card in lieu of a Purchase Order, the customer must complete the Order Acknowledgement form attached/below.
- We require hard documentation of your ordering for Evoqua to process your order. For your convenience, we can start processing your order by signing and returning:
  Fax to:
  or Email to: Christina.Hattersley@evoqua.com
- You may also mail this to:
  Evoqua Water Technologies
  6713 Collamer Road
  East Syracuse, NY 13057

Attachment: Evoqua Sole Source Letter (RES-2021-1109 : Payment Authorization - Evoqua Water Technologies)

EVOQUA WATER TECHNOLOGIES

Quote Number: 2020-414605
Account ID: 0302096448

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.

2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.

3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.

4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.

5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.

6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.

7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then *any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators* who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. *The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision* of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for

Attachment: Evoqua Sole Source Letter (RES-2021-1109 : Payment Authorization - Evoqua Water Technologies)

EVOQUA WATER TECHNOLOGIES

Quote Number: 2020-414605
Account ID: 0302096448

Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Accepted by: _____

Print: _____

Date: _____

Attachment: Evoqua Sole Source Letter (RES-2021-1109 : Payment Authorization - Evoqua Water Technologies)

EVOQUA WATER TECHNOLOGIES

Branch: 030

Invoice

Billing No.:	904772390
Billing Date:	01/29/2021
Sales Order/Contract:	72535030
Service Order No.:	52633058
Service/Work Date:.	01/28/2021
Customer No.:	1036776
Customer PO No.:	22010905
Incoterms(part 1):	FOB Free on board
Incoterms(part 2):	Free on board
Payment Terms:	within 30 days Due net
Sales Rep:	ROBERT S TRENTMANN

RECEIVED FEB 12 2021

Bill-to: 1036776
CITY OF AMHERST
WASTE WATER TREATMENT
455 TONAWANDA CREEK RD
AMHERST NY 14228
Tel. Number: 7166317082

Remit-to address:
Evoqua Water Technologies LLC
28563 Network Place
Chicago, IL 60673-1285
United States
Telephone# 1-800-466-7873

Site Address: 0302096448
TOWN OF AMHERST
WASTEWATER TREATMENT 16
455 TONAWANDA CREEK RD
AMHERST NY 14228

Line Item	Material Description	Old Part Number	Origin	Qty./UOM	Unit Price	Total Price Currency USD	Tax Currency USD	Total Currency USD
000010	W3TSP4146 LABOR BILLING - ESTIMATED PER HR ECCN: EAR99			3.250 EA	150.00	487.50	0.00	487.50
000020	W2T181621 Gauge press. 0-160psi ECCN: EAR99 HTS: 9026208000	GAUG30087	GB	1 EA	183.91	183.91	0.00	183.91

Net Total	671.41 USD
Shipping and Handling	*0.00 USD*
State Tax 0.000 %	*0.00 USD*
County Tax 0.000 %	*0.00 USD*
City Tax 0.000 %	*0.00 USD*
Dist/Other Tax 0.000 %	*0.00 USD*
Total Amount Including Tax	**671.41 USD**

To pay by credit card, please call 1-978-614-7034
If paid after 02/28/2021, please pay 681.48 USD

Tracking Information:

Destination Control Statement: the above commodities, software or technology are being sold pursuant to United States Export Regulations. Export, re-export or other diversion contrary to law is prohibited. These items are not to be used directly or indirectly in prohibited nuclear, chemical/biological or missile weapons activities.

Attachment: Evoqua Sole Source Letter (RES-2021-1109 : Payment Authorization - Evoqua Water Technologies)

evoqua WATER TECHNOLOGIES

Branch: 030

Invoice

Billing No.: 904772390
Billing Date: 01/29/2021
Service/Work Date:. 01/28/2021

GO PAPERLESS - Sign up to receive your invoices via email at https://bit.ly/Evoqua-Paperless or scan code to go directly to the form to complete and submit.

Attachment: Evoqua Sole Source Letter (RES-2021-1109 : Payment Authorization - Evoqua Water Technologies)

TOWN OF AMHERST

VOUCHER

PO NO: 2211007[illegible]

Date: 02/05/2021

This number must appear on all packages and invoices

WATER POLLUTION CONTROL FACILITY
455 TONAWANDA CREEK ROAD
AMHERST, NEW YORK 14228
(716) 691-9771 FAX: (716) 691-4496
Federal ID# 16-6002157

Fund/Dept/Dist.	Object	Amount
G9916	4860	$ 1,404.16
	TOTAL	$ 1,404.16

Supplier: 18224

EVOQUA WATER TECHNOLOGIES
28563 NETWORK PLACE
CHICAGO, IL 60673-1285
CRS-CMS # 2697-2802
RES-2021-588 TBA 6/21/21

☐ **Check box if partial payment (P.O. will remain open)**

Quantity	Description	Unit Price	Amount
1	WORK PER QUOTE #2021-435531	$ 1,404.16	$ 1,404.16
		TOTAL	$ 1,404.16

Due Date: _____ **Invoices:** **SALES TAX EXEMPT**

☐ **Separate Check Required**

Invoices must be rendered on attached form (voucher) furnished by the Town of Amherst and must be properly signed. The town will not be responsible for merchandise delivered without a receipt signature.

Received by _____

Date Received _____

All purchase contracts involving an aggregate expenditure of more than $20,000 and all contracts for public works for more than $35,000 must be competitively bid.

PURCHASE AUTHORIZATION _____
Department Head or Director of Purchasing

DEPARTMENT APPROVAL

The above services or materials where rendered or furnished to The municipality on the dates stated and the changes are correct.

_____ _____
Date **Authorized Signature**

COMPTROLLERS OFFICE

_____ _____
Date **Authorized Official**

Audited by: _____ **Contract: RES-2016-772 TBA 7/11** **Bids Received Y / N**

Date: _____ **TB Res. No: 2016-772** **Town Board Approval Y / N**

TB Res. Date: 7/11/16

Attachment: Evoqua Sole Source Letter (RES-2021-1109 : Payment Authorization - Evoqua Water Technologies)

EVOQUA
WATER TECHNOLOGIES

Quote Number: 2021-435531
Account ID: 0302096448

Proposal For:
TOWN OF AMHERST
William Moore
455 TONAWANDA CREEK RD
AMHERST, NY 14228
Phone: 716-908-9008
wmoore@amherst.ny.us

Stefani Graham
Evoqua Water Technologies
6713 Collamer Road
East Syracuse, NY 13057
Phone: 905-890-2803 x 265
stefani.graham@evoqua.com

Item Pricing Summary

1. Scope of Service: Service to replace pump and motor, as per recommendation. Service Tech to bring parts, on the day of scheduled service. Labor is an estimate. Final billing will be based on actuals, with a 2hr minimum charge.

Item	Part No Description	Qty	Net Price	Ext. Price
1	**W2T183525** PUMP, HD 1000 l/HR Reference #: PUMP37443	1 EA	$823.84	$823.84
2	**W2T183142** PUMP,MTR CPLG IEC 80 B14 Reference #: COUP37446	1 EA	$130.32	$130.32
3	**W3TSP4146** LABOR BILLING - OTHER Reference #: LABOR-OTHER	3 H	$150.00	$450.00

Currency: USD

Total Net Price: $1,404.16

Determination of suitability of the material provided under this quote for any use by Buyer shall be the sole and exclusive responsibility of Buyer.

Attachment: Evoqua Sole Source Letter (RES-2021-1109 : Payment Authorization - Evoqua Water Technologies)

EVOQUA WATER TECHNOLOGIES

Quote Number: 2021-435531
Account ID: 0302096448

Payment Terms and Delivery

PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Shipping Information

- Prepaid: Freight Free of Charge

Terms

- This quote is valid until 03-05-2021
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions
- Pricing listed does not include applicable sales tax.
- New customers are pre-approved to $1,000. All others will need to fill out a credit application and submit a hardcopy PO (or a "No PO Form").
- If your company is Tax Exempt, a Tax Exempt Number must be provided.
  Tax Exempt Number:_____
- If your company is Tax Exempt, a Certificate must be provided.
- Purchase Order:
  Customer must provide a hard copy Purchase Order reflecting Net 30 days terms for all services/equipment greater than $2500.00. If paying by credit card in lieu of a Purchase Order, the customer must complete the Order Acknowledgement form attached/below.
- We require hard documentation of your ordering for Evoqua to process your order. For your convenience, we can start processing your order by signing and returning:
  Fax to: 1-855-370-6583
  or Email to: stefani.graham@evoqua.com
- You may also mail this to:
  Evoqua Water Technologies
  6713 Collamer Road
  East Syracuse, NY 13057

Attachment: Evoqua Sole Source Letter (RES-2021-1109 : Payment Authorization - Evoqua Water Technologies)

EVOQUA WATER TECHNOLOGIES

Quote Number: 2021-435531
Account ID: 0302096448

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.

2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.

3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.

4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.

5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.

6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.

7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then *any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators* who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. *The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision* of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for

Attachment: Evoqua Sole Source Letter (RES-2021-1109 : Payment Authorization - Evoqua Water Technologies)



EVOQUA
WATER TECHNOLOGIES

Quote Number: 2021-435531
Account ID: 0302096448

Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Accepted by: _____

Print: _____

Date: _____

Attachment: Evoqua Sole Source Letter (RES-2021-1109 : Payment Authorization - Evoqua Water Technologies)

EVOQUA WATER TECHNOLOGIES

Branch: 030

Invoice

RECEIVED MAY 24 2021

Billing No.:	904911534
Billing Date:	05/17/2021
Original Billing No.:	904792961
Original Billing Date:	02/12/2021
Sales Order/Contract:	72545642
Service Order No.:	52691800
Service/Work Date:.	02/09/2021
Customer No.:	1036776
Customer PO No.:	22110070
Incoterms(part 1):	FOB Free on board
Incoterms(part 2):	Free on board
Payment Terms:	within 30 days Due net
Sales Rep:	ROBERT S TRENTMANN

Bill-to: 1036776
CITY OF AMHERST
WASTE WATER TREATMENT
455 TONAWANDA CREEK RD
AMHERST NY 14228-1230
Tel. Number: 7166317082

Remit-to address:
Evoqua Water Technologies LLC
28563 Network Place
Chicago, IL 60673-1285
United States
Telephone# 1-800-466-7873

Site Address: 0302096448
TOWN OF AMHERST
WASTEWATER TREATMENT 16
455 TONAWANDA CREEK RD
AMHERST NY 14228

Line Item	Material Description	Old Part Number	Origin	Qty./UOM	Unit Price	Total Price Currency USD	Tax Currency USD	Total Currency USD
000010	W3TSP4146 LABOR BILLING - OTHER ECCN: EAR99			3 EA	150.00	450.00	0.00	450.00
000020	W2T183142 PUMP,MTR CPLG IEC 80 B14 ECCN: EAR99 HTS: 8413919080	COUP37446	GB	1 EA	130.32	130.32	0.00	130.32
000030	W2T183525 PUMP, HD 1000 l/HR ECCN: EAR99 HTS: 8413919080	PUMP37443	GB	1 EA	823.84	823.84	0.00	823.84

Net Total	1,404.16 USD
Shipping and Handling	*0.00 USD*
State Tax 0.000 %	*0.00 USD*
County Tax 0.000 %	*0.00 USD*
City Tax 0.000 %	*0.00 USD*
Dist/Other Tax 0.000 %	*0.00 USD*
Total Amount Including Tax	**1,404.16 USD**

To pay by credit card, please call 1-978-614-7034
If paid after 06/16/2021, please pay 1,425.22 USD
Tracking Information:

Attachment: Evoqua Sole Source Letter (RES-2021-1109 : Payment Authorization - Evoqua Water Technologies)

EVOQUA
WATER TECHNOLOGIES
Branch: 030

Invoice

Billing No.:	904911534
Billing Date:	05/17/2021
Original Billing No.:	904792961
Original Billing Date:	02/12/2021
Service/Work Date:.	02/09/2021

Special Instructions:
Revised invoice
dv 5/17/21
Ref orig inv 904792961 2/12/21
svo 52691800
incorrect billing qty
Ref cm 60107140

Destination Control Statement: the above commodities, software or technology are being sold pursuant to United States Export Regulations. Export, re-export or other diversion contrary to law is prohibited. These items are not to be used directly or indirectly in prohibited nuclear, chemical/biological or missile weapons activities.

GO PAPERLESS - Sign up to receive your invoices via email at https://bit.ly/Evoqua-Paperless or scan code to go directly to the form to complete and submit.

Attachment: Evoqua Sole Source Letter (RES-2021-1109 : Payment Authorization - Evoqua Water Technologies)

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 25156 **RESOLUTION 2021-1110** **ADOPTED**

Purchase of Carbide Cutter

We are requesting Town Board approval to purchase a carbide cutter and an extra set of teeth from Cloverleaf, Inc. to replace our existing carbide cutter that was damaged this year (quote bid tab is attached). This tool is used to cut through grease and concrete while we are cleaning the Town's sanitary sewers. The total cost for the purchase of the carbide cutter and extra set of teeth will be $8,305.00.

Funding for this purchase is available from budget code G9000-2550 which requires Town Board approval.

12/20/2021
Consent

FINANCIAL IMPACT:

$8,305.00; G9000-2550

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

Quotes for Milling Cutter

	Vendor	Qty	Amount
1	Cloverleaf	1	$ 6,900.00
2	Big Parts LLC	1	$ 7,530.00
3	USB Sewer Equipment		No Response

Attachment: Copy of milling-cutter-bid-tab (RES-2021-1110 : Purchase of Carbide Cutter)

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 25157 **RESOLUTION 2021-1111** **ADOPTED AS AMENDED**

WPCF Transformer Testing & Repair Service Contract - Change Order #2 Ferguson Electric CRS #3074

We are requesting the Town Board approve the above referenced Change Order, which calls for an increase of eight (8) hours for Bid Item #3 (hourly service rate), and would increase the contract price by $1,320.00. The project's revised contract price will be $80,618.50. This Change Order will cover the costs associated with the Contractor investigating & repairing the tap changers that were not working and the motor starter that was tripping in Structure #33 (Electrical Central Station).

Funding for this request is available account KP1725-4972.

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

May we have your approval to award Ferguson Electric Service Co., Inc. the above referenced Change Order? Thank you for considering this request.

12/20/2021
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Bucki. A motion to amend was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Amendment adds the CRS #. A motion to approve as amended was made by Supervisor Kulpa, seconded by Deputy Supervisor and unanimously approved 5-0.

FINANCIAL IMPACT:

KP1725-4972; $1,320.00

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

Change Order

PROJECT: *(Name, address and Project File No.)*

CHANGE ORDER: **# 2**

DATE: 11-16-21

WPCF: Transformer Testing and Repair Service Contract

Project No. **2019.002G**

TO CONTRACTOR: *(Name and address)*

Ferguson Electric Service Co., Inc.
321 Ellicott Street
Buffalo, NY 14203

The Contract is changed as follows:

(*Include, where applicable, any undisputed amount attributable to previously executed construction Change Directives*)

1. Increase the number hours for Bid Item #3 (Hourly Service Rate) an additional 8 hours. The Contractor investigated & repaired the tap changers that were not working and the motor starter that was tripping in Structure #33 (Electrical Central Station).

   Increase Bid Item #3 an additional 8 hours:
   ($165.00 hourly rate) x (8 hours) = $1,320.00 N.T.E. Amount

   All other terms and conditions remain the same.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was	$ 76,741.00
The net change by previously authorized Change Orders	$ 2,557.50
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	$ 79,298.50
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~) (~~unchanged~~) by this Change Order in the amount of	$ 1,320.00
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be	$ 80,618.50
The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by	( ) days
The date of Substantial Completion as of the date of this Change Order therefore is	No change

(Note: This change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which 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 ENGINEER, CONTRACTOR AND OWNER.

ENGINEER (*Firm name*)	CONTRACTOR (*Firm name*)	OWNER (*Firm name*)
N/A	Ferguson Electric Service Co., Inc.	Town of Amherst
ADDRESS	ADDRESS 321 Ellicott Street Buffalo, NY 14203	ADDRESS 5583 Main Street Williamsville, NY 14221
BY (*Signature*)	BY (*Signature*)	BY (*Signature*)
(*Typed name*)	(*Typed name*)	(*Typed name*) Brian J. Kulpa
DATE	DATE	DATE

Attachment: Change Order Form #2 - Ferguson Electric (RES-2021-1111 : WPCF Transformer Testing & Repair Service Contract - Change

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 25158 **RESOLUTION 2021-1112** **ADOPTED AS AMENDED**

WPCF Transformer Testing & Repair Service Contract Extension CRS #3073

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Ferguson Electric Service Co., Inc. The terms and conditions within Town of Amherst Project No. 2019.002G (WPCF: Transformer Testing & Repair Service) shall remain the same. This agreement would only extend Bid Item Nos. 1A, 1B, 3 and 4 from the original contract. Bid Item No. 1A (transformer oil testing and preventive maintenance) would be completed in 2022, and Bid Item No. 1B (transformer oil testing) would be completed in 2023. This extension would run from January 1, 2022 through December 31, 2023.

The annual transformer oil testing and 2-year preventative maintenance is needed on all the transformers at the facility in order to guarantee a fully operational electrical system. This contract will not extend Bid Item No. 2 (transformer repair) and Alternate Bid Item No. 1 (add SCADA communication) because this work was completed in the original contract.

Financial Impact:
Bid Item 1A: $23,200.00
Bid Item 1B: $2,250.00
Bid Item 3: $165.00 per hour x 20 estimated hours = N.T.E. $3,300.00
Bid Item 4: 22% cost plus x estimated $2,500 parts/materials = N.T.E. $3,050.00

Funds for this request are available in G1725-4972

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

Thank you for considering this request.

12/20/2021
A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion to amend was made by Deptuy Supervisor Berger, seconded by Supervisor Kulpa and unanimously approved 5-0. Amendment adds the CRS #. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

G1725-4972; NTE $31,800.00

RESULT:	**ADOPTED AS AMENDED [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 Ferguson Electric Service Co., Inc. and the Town of Amherst permitting the Town of Amherst to extend their existing contract with Ferguson Electric Service Co., Inc. Both parties agree that the terms and conditions specified in the executed contract, TOA Project No. 2019.002G shall remain the same. This agreement would only extend Bid Item Nos. 1A, 1B, 3 and 4 from the existing agreement. Bid Item No. 1A would be completed in 2022, and Bid Item No. 1B would be completed in 2023. The term of this contract will be from January 1, 2022 through December 31, 2023.

Financial Impact:
Bid Item 1A: $23,200.00
Bid Item 1B: $2,250.00
Bid Item 3: $165.00 per hour x 20 estimated hours = N.T.E. $3,300.00
Bid Item 4: 22% cost plus x estimated $2,500 parts/materials = N.T.E. $3,050.00

Agreed to and Accepted by:

Ferguson Electric Service Co., Inc.

By: _____
Signature

_____
Printed name

_____
Title

Date: _____

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: TOA - Ferguson Electric Extension Agreement 2022-23 (RES-2021-1112 : WPCF Transformer Testing & Repair Service Contract

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 25097 **RESOLUTION 2021-1113** **ADOPTED**

Authorize Supervisor to Sign CRS #84 Extension to Piggyback-CARQUEST/ADVANCE AUTO PARTS-CRS #3062

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on Contract #84 for CRS #3062 with the OMNIA PARTNERS/US COMMUNITIES with CARQUEST/ADVANCE AUTO PARTS for fleet services, parts, products and equipment for the automotive and truck replacement parts, auto-body and paint products, tools and equipment, specialty parts, accessories and service items extension.

The OMNIA PARTNERS/US COMMUNITIES and Carquest/Advance Auto Parts contract number 2017000280 with the City of Charlotte, North Carolina for the period of January 1, 2022 through December 2023.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract that is subject to the Contract Routing System CRS #3062 and approval of the Town Attorney.

12/20/2021
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 CARQUEST/ADVANCE AUTO PARTS
And the Town of Amherst permitting the Town of Amherst to participate in the purchase of :

OMNIA PARTNERS (US COMMUNITIES) AND ADVANCE AUTO PARTS/CARQUEST
Contract # 2017000280
Maturity Date 1/1/2022 TO 12/31/2023

Fleet Services , Parts and Equipment for automotive and truck replacement parts, auto-body and paint products, tools and equipment, specialty parts, accessories and service items.

Agreed to and Accepted by:

CARQUEST AUTO PARTS/ADVANCE AUTO PARTS

By: _____
Signature

M Casey Brannigan
Print Name and Title

Date: Dec 2, 2021

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian Kulpa
Supervisor

Date: _____

Attachment: CARQUEST-AAP (RES-2021-1113 : Authorize Supervisor to Sign CRS #84 Extension to Piggyback-CARQUEST/ADVANCE AUTO

(866) 875-3299 | Contact Us

OMNIA PARTNERS Public Sector

MENU

REGISTER

Advance Professional

Advance Auto Parts

Automotive Parts and Fleet Solutions

Click to expand menu

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Automotive Parts & Supplies

City of Charlotte, NC

Contract Number: 2017000280

Attachment: CARQUEST-AAP (RES-2021-1113 : Authorize Supervisor to Sign CRS #84 Extension to Piggyback-CARQUEST/ADVANCE AUTO

January 1, 2017 through December 31, 2019
Option to renew for two (2) additional two-year periods through December 31, 2023
RENEWED THROUGH December 31, 2023

Executive Summary

- Uniform Guidance

Contract Documents

- Contract No. 2017000280
- Contract Amendments

RFP Documents

- ITB-269-2016-070
- Addendum 1
- Addendum 2
- 269-2016-070 Postings

Response Evaluation

- AZ Compliance
- Evaluation Summary

REQUEST CONTRACT INFORMATION

Attachment: CARQUEST-AAP (RES-2021-1113 : Authorize Supervisor to Sign CRS #84 Extension to Piggyback-CARQUEST/ADVANCE AUTO

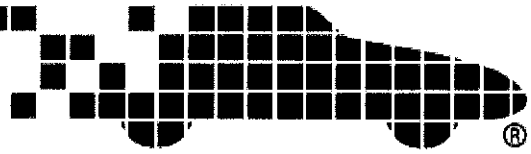




AUTO PARTS



AUTOPART INTERNATIONAL®

WORLDPAC 

Attachment: CARQUEST-AAP (RES-2021-1113 : Authorize Supervisor to Sign CRS #84 Extension to Piggyback-CARQUEST/ADVANCE AUTO



Contact Information

Email: omnia@advance-auto.com

Phone:888-823-6592 ext 3004

Fax: 919-301-4079

SUPPLIER WEBSITE

Get in Touch

Attachment: CARQUEST-AAP (RES-2021-1113 : Authorize Supervisor to Sign CRS #84 Extension to Piggyback-CARQUEST/ADVANCE AUTO

840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

866-875-3299

info@omniapartners.com

Sign up to receive email updates from OMNIA Partners, Public Sector

First name**

Last name**

Company name**

Agency Type **

Email**

By providing email address(es) and/or any other personal information, as defined under applicable law, you represent that you have the authority to provide such information and acknowledge that you are agreeing to OMNIA Partners' use of your information as provided in the Terms of Use and Privacy Notice.

☐ I agree*

SIGN UP FOR EMAIL UPDATES

Attachment: CARQUEST-AAP (RES-2021-1113 : Authorize Supervisor to Sign CRS #84 Extension to Piggyback-CARQUEST/ADVANCE AUTO

(866) 875-3299 | Contact Us

OMNIA PARTNERS | Public Sector

MENU

REGISTER

Advance Auto Parts

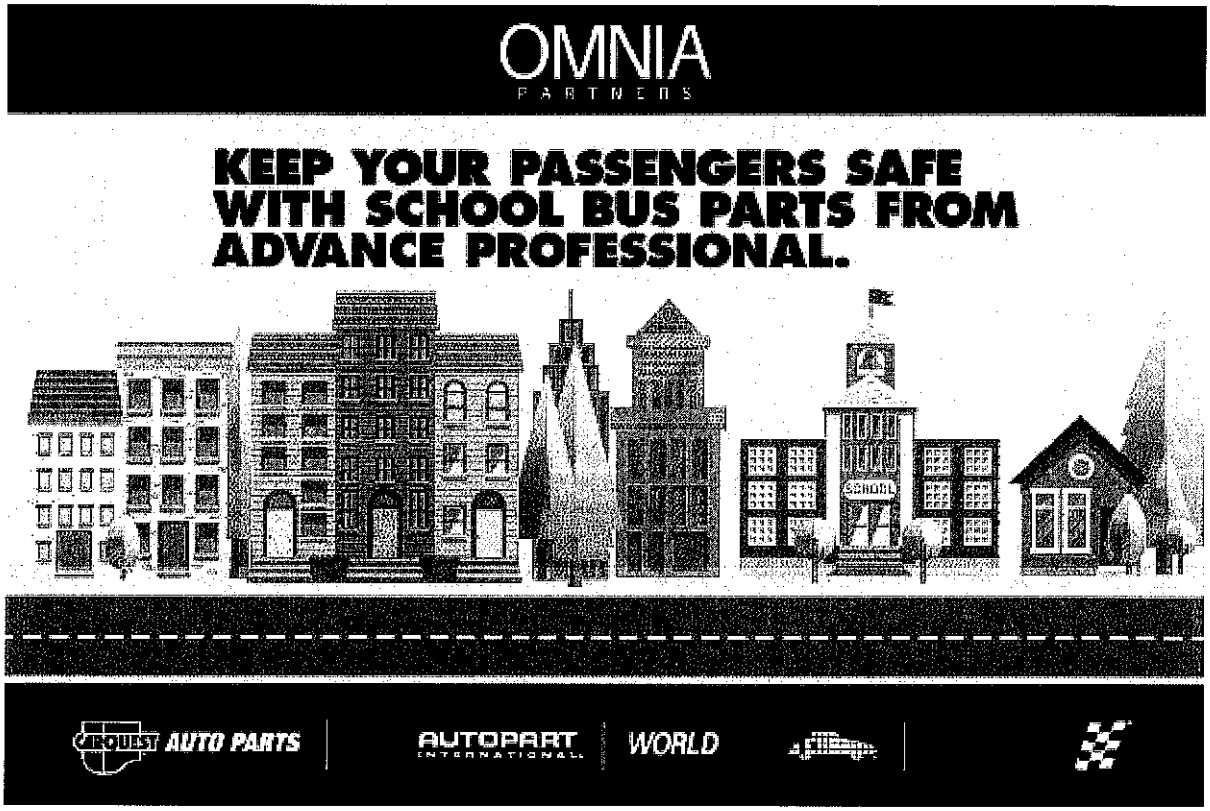
Automotive Parts and Fleet Solutions

Click to expand menu

- **Overview**
- Contract Documentation
- Winter Weather Preparedness
- Auto Parts for All Departments
- Products
- Benefits
- FAQs
- Resources

Attachment: CARQUEST-AAP (RES-2021-1113 : Authorize Supervisor to Sign CRS #84 Extension to Piggyback-CARQUEST/ADVANCE AUTO

Get in Gear for Back to School!



Advance Professional has all of the parts you need for annual maintenance to keep your passengers safe, including heavy duty parts.

We offer the broadest import and domestic parts availability in North America and the best OE (Original Equipment) premium and professional grade products you need. We also have access to the inventories of import specialists like WORLDPAC® and Autopart International® on our cooperative contract available nationwide through OMNIA Partners.

We've used our years of experience and our extensive parts knowledge to design a program specifically for government fleets, including:

- Education
- Parks and Recreation
- Housing Authorities
- Public Safety
- Facilities
- Auto Fleet and Equipment
- Public Works

With access to more than 6,500 stores throughout North America and 24/7 online ordering, we have the capability to serve all your product needs:

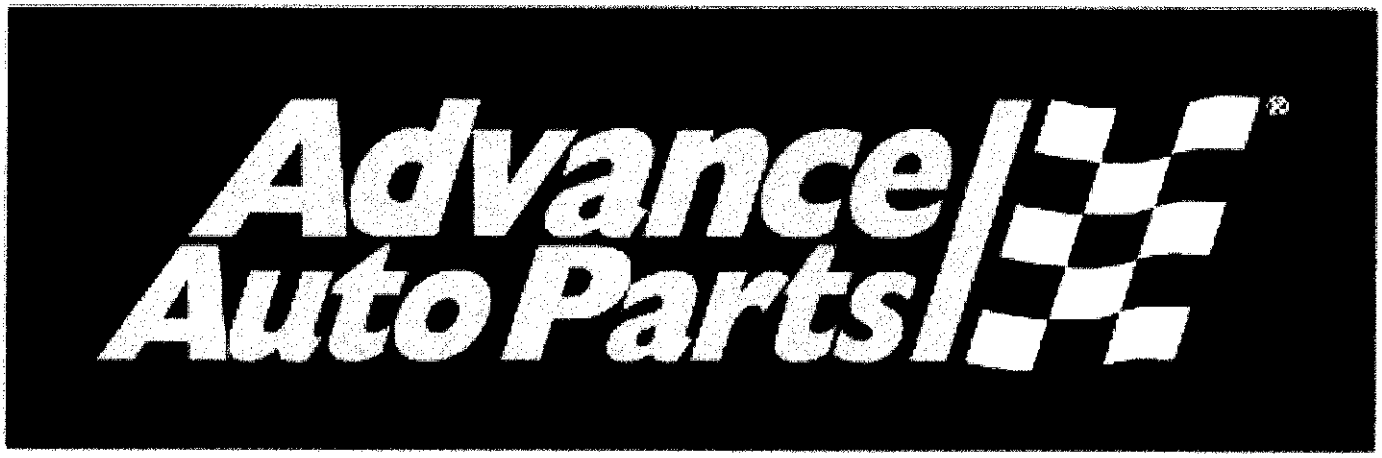
Attachment: CARQUEST-AAP (RES-2021-1113 : Authorize Supervisor to Sign CRS #84 Extension to Piggyback-CARQUEST/ADVANCE AUTO

- Light duty
- Heavy duty
- Paint and body
- Tools and equipment

Our promise is simple, but strong: Professional quality parts, service and solutions dedicated to the professional.

REQUEST CONTRACT INFORMATION

Attachment: CARQUEST-AAP (RES-2021-1113 : Authorize Supervisor to Sign CRS #84 Extension to Piggyback-CARQUEST/ADVANCE AUTO









Attachment: CARQUEST-AAP (RES-2021-1113 : Authorize Supervisor to Sign CRS #84 Extension to Piggyback-CARQUEST/ADVANCE AUTO



Contact Information

Email: omnia@advance-auto.com

Phone:888-823-6592 ext 3004

Fax: 919-301-4079

SUPPLIER WEBSITE

Get in Touch

Attachment: CARQUEST-AAP (RES-2021-1113 : Authorize Supervisor to Sign CRS #84 Extension to Piggyback-CARQUEST/ADVANCE AUTO

840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

866-875-3299

info@omniapartners.com

Sign up to receive email updates from OMNIA Partners, Public Sector

First name** Last name**

Company name** Agency Type **

Email**

By providing email address(es) and/or any other personal information, as defined under applicable law, you represent that you have the authority to provide such information and acknowledge that you are agreeing to OMNIA Partners' use of your information as provided in the Terms of Use and Privacy Notice.

☐ I agree*

SIGN UP FOR EMAIL UPDATES

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Resources

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Attachment: CARQUEST-AAP (RES-2021-1113 : Authorize Supervisor to Sign CRS #84 Extension to Piggyback-CARQUEST/ADVANCE AUTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. TH CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIE BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZE REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorse If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement c this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. Three James Center 1051 East Cary Street, Suite 900 Richmond, VA 23219 Attn: AdvanceStores.CertRequest@marsh.com CN103091922-GPI-GAWU5-21-22 4646	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Advance Stores Company, Incorporated 2635 E. Millbrook Road Raleigh, NC 27604	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** ACE American Insurance Company — 22667 **INSURER B :** ACE Property And Casualty Ins Co — 20699 **INSURER C :** See Additional Page **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CLE-005825488-27 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIO INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THI CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Self-Insured Retention 500,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			XSLG72484344	06/01/2021	06/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,500 $ 1,500 $ $ 1,500 $ 10,000 $ 3,500
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ISAH25547536	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000 $ $ $
B	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 25,000			XEUG28122779 006	06/01/2021	06/01/2022	EACH OCCURRENCE AGGREGATE	$ 5,000 $ 5,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SEE ADDITIONAL PAGE	06/01/2021	06/01/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000 $ 1,000 $ 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Services rendered from Advance/Carquest Auto Parts store 4646/9330.

Town of Amherst is recognized as additional insured under the General Liability policy in regards to liability arising out of the operations of the named insured subject to policy terms and conditions with respect to General Liability.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED I ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

Diana Holsinger

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Attachment: CARQUEST-AAP (RES-2021-1113 : Authorize Supervisor to Sign CRS #84 Extension to Piggyback-CARQUEST/ADVANCE AUTO

AGENCY CUSTOMER ID: CN103091922
LOC #: Richmond

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA Inc.	Advance Stores Company, Incorporated 2635 E. Millbrook Road Raleigh, NC 27604
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation Policies:

Policy Number: WLRC67822857 (AOS)
Carrier: Indemnity Insurance Company of North America (NAIC 43575)
Effective Date: 06/01/2021
Expiration Date: 06/01/2022

Policy Number: SCFC67822894 (WI)
Carrier: ACE Fire Underwriters Ins. Co. (NAIC 20702)
Effective Date: 06/01/2021
Expiration Date: 06/01/2022

Policy Number: WLRC6782281A (AZ, MA)
Carrier: ACE American Insurance Company (NAIC 22667)
Effective Date: 06/01/2021
Expiration Date: 06/01/2022

Policy Number: WCUC67822778 (CA, FL, GA, NC, PA, VA)
Carrier: ACE American Insurance Company (NAIC 22667)
Effective Date: 06/01/2021
Expiration Date: 06/01/2022
SIR: $750,000

Policy Number: WCUC67822936 (OH)
Carrier: ACE American Insurance Company (NAIC 22667)
Effective Date: 06/01/2021
Expiration Date: 06/01/2022
SIR: $500,000

Attachment: CARQUEST-AAP (RES-2021-1113 : Authorize Supervisor to Sign CRS #84 Extension to Piggyback-CARQUEST/ADVANCE AUTO

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Advance Stores Company, Inc. dba Advance Auto Parts, Inc. 2635 E. Millbrook Road Raleigh, NC 27604 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 877-238-8623 1c. NYS Unemployment Insurance Employer Registration Number of Insured 84-018235 1d. Federal Employer Identification Number of Insured or Social Security Number 540118110
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst, Hwy Dept 1042 North Forest Williamsville, NY 14221	3a. Name of Insurance Carrier Indemnity Insurance Company of North America 3b. Policy Number of Entity Listed in Box "1a" WLR C67822857 3c. Policy effective period 06/01/2021 to 06/01/2022 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will sen this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cance due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amen extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: ANNETTE D'URSO
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Annette D'Urso 06/02/2021
(Signature) (Date)

Title: VICE PRESIDENT

Telephone Number of authorized representative or licensed agent of insurance carrier: 302.476.6307

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NO authorized to issue it.

Attachment: CARQUEST-AAP (RES-2021-1113 : Authorize Supervisor to Sign CRS #84 Extension to Piggyback-CARQUEST/ADVANCE AUTO

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) Advanced Stores Company, Inc. dba Advanced Auto Parts 2635 E. Millbrook Road Raleigh, NC 27604 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*	1b. Business Telephone Number of Insured (877) 238-8623 1c. Federal Employer Identification Number of Insured or Social Security Number 54-0118110
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst Hwy Dept 1042 North Forest Williamsville, NY 14221	3a. Name of Insurance Carrier Lincoln Life Assurance Company of Boston 3b. Policy Number of Entity Listed in Box "1a" GS3-850-292032-NY 3c. Policy effective period 1/1/2021 to 12/31/2021

4. Policy provides the following benefits:
   - [X] A. Both disability and paid family leave benefits.
   - [ ] B. Disability benefits only.
   - [ ] C. Paid family leave benefits only.

5. Policy covers:
   - [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
   - [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the name insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 6/7/2021 By Kimball, Amanda Digitally signed by Kimball, Amanda Date: 2021.06.07 07:08:36 -04'00'

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier

Telephone Number 603.978.2800 Name and Title Statutory Contract Analyst

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

Attachment: CARQUEST-AAP (RES-2021-1113 : Authorize Supervisor to Sign CRS #84 Extension to Piggyback-CARQUEST/ADVANCE AUTO

IMPORTANT

TO: Public Agencies and Government Customers
FROM: Advance Professional, Carquest Auto Parts and Autopart International
DATE: 10/17/16
SUBJECT: AUTO PARTS COOPERATIVE AGREEMENT (U.S. COMMUNITIES) RE-AWARD

We are pleased to announce the U.S. Communities Government Purchasing Alliance (U.S. Communities) has selected Advance Professional, Carquest Auto Parts and Autopart International as its exclusive supplier of automotive parts and products. U.S. Communities is a national purchasing alliance consisting of nearly 100,000 local and state government agencies known as Participating Public Agencies.

All sales to Participating Public Agencies are subject to the Master Contract #2017000280 established by U.S. Communities, as well as any additional terms and conditions which may be required by a Participating Public Agency. The contract term runs January 1, 2017 through December 31, 2019, with two 2-year renewals thereafter (7 years total). A copy of the Master Agreement is located at: http://www.uscommunities.org/suppliers/advance-auto-parts/advance-auto-parts-contract

Pricing offered is the lowest given to public agencies by Advance Professional, Carquest Auto Parts and Autopart International. Price adjustments will be made annually on January 1 in accordance with the master agreement.

If you have questions or need more information, please contact your local sales representative or contact us via email: uscommunities@advance-auto.com

U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE

AUTOPART INTERNATIONAL | CARQUEST AUTO PARTS | Advance Professional

Attachment: CARQUEST-AAP (RES-2021-1113 : Authorize Supervisor to Sign CRS #84 Extension to Piggyback-CARQUEST/ADVANCE AUTO

Addendum to Contract

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: CARQUEST-AAP (RES-2021-1113 : Authorize Supervisor to Sign CRS #84 Extension to Piggyback-CARQUEST/ADVANCE AUTO

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: CARQUEST-AAP (RES-2021-1113 : Authorize Supervisor to Sign CRS #84 Extension to Piggyback-CARQUEST/ADVANCE AUTO

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.

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 12/2/19. 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:

Advance Stores Company Inc.
Print Name of Company

By: _____
Signature

Casey Brannigan, SVP
Printed name

Date: November 8, 2019

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: 1/6/20

Revised 9.18.19 SJS

Attachment: CARQUEST-AAP (RES-2021-1113 : Authorize Supervisor to Sign CRS #84 Extension to Piggyback-CARQUEST/ADVANCE AUTO

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: Advance Stores Company Inc.

Signature: [signature]

Print Name: Casey Brannigan

Title: SVP

Date: November 8, 2019

Sworn To Before Me This

8 Day of NOV, 2019

[signature]

Notary Public

JOSHUA KARLAU
NOTARY PUBLIC
WAKE COUNTY
STATE OF NORTH CAROLINA
MY COMMISSION EXPIRES 03-14-2027

Revised 4.2017

Attachment: CARQUEST-AAP (RES-2021-1113 : Authorize Supervisor to Sign CRS #84 Extension to Piggyback-CARQUEST/ADVANCE AUTO

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 25139 **RESOLUTION 2021-1114** **ADOPTED**

Authorize Supervisor to Sign GOETZ ENERGY CORP. Fuel Contract - CRS #3080

WHEREAS, GOETZ ENERGY CORPORATION, was one of the winning bidders for the New York State contract for the purchase of Gasoline and Flex Fuel E-85, Group 05600, Award number 23237, Contract number PC#69517 and this contract is open to Political subdivisions; and

NOW, therefore be it resolved, the Town Board authorizes the Supervisor to sign the contract with GOETZ Energy Corporation for the Town of Amherst to piggyback on the NYS - OGS contract from 12/17/2021 through 12/14/2023. This contract is subject to the Contract Routing System (CRS #3080) and the approval of the Town Attorney.

Thank you!

12/20/2021
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

State Contract Award Notices - Commodities

Gasoline and E-85 (Statewide)	
Award Document	**Contract Period:** December 17, 2021 - December 14, 2023
Contract Updates	**Group:** 05600 **Award:** 23237 (Replaces Awards 23092 & 23215)
Pricing Information	**Use of Contracts:** All State Agencies and Political Subdivisions
Base Contract	**Contact Person:** Bryant Kirk **Telephone:** (518) 402-3021
Delivery Schedule	**Contract Issued:** **December 10, 2021** Contract Updated: None
Customer Service	

Description:
The purpose of this Award is to provide Authorized Users with a means of acquiring various grades of Gasoline and E-85 by bulk delivery to an Authorized User's storage facility for use in the Authorized User's own pumps. The product shall be Contractor furnished, delivered and unloaded as specified herein.
For current contract prices, please go to the Pricing Information link on the Award page.

There are 0% SDVOB participation goals on this contract.
There are 0% MWBE participation goals on this contract.

Install Free Adobe Acrobat Reader for PDF Documents

The above PDF files are available in text by calling Customer Services at (518) 474-6717.

Attachment: GOETZ ENERGY-Preliminary (RES-2021-1114 : Authorize Supervisor to Sign GOETZ ENERGY CORP. Fuel Contract - CRS # 3080)

NEW YORK STATE OF OPPORTUNITY. | Office of General Services
Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | https://ogs.ny.gov/procurement | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title	:	**Group 05600 – Gasoline & E-85 (Statewide)** **Classification Code(s): 15**
Award Number	:	**23237** **(Replaces Awards 23092 & 23215)**
Contract Period	:	**December 17, 2021 – December 14, 2023**
Bid Opening Date	:	**October 21, 2021**
Date of Issue	:	**December 10, 2021**
Specification Reference	:	**As Incorporated Herein**
Contractor Information	:	**Appears on Pages 2 of this Award**

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Bryant Kirk Title : Contract Management Specialist 2 Phone : 518-402-3021 E-mail : Bryant.Kirk@ogs.ny.gov	**Procurement Services** **Customer Services** Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

The purpose of this Award is to provide Authorized Users with a means of acquiring various grades of Gasoline and E-85 by bulk delivery to an Authorized User's storage facility for use in the Authorized User's own pumps. The product shall be Contractor furnished, delivered and unloaded as specified herein.
For current contract prices, please go to the Pricing Information link on the Award page.

There are 0% SDVOB participation goals on this contract.
There are 0% MWBE participation goals on this contract.

Links to the base contract, current prices, updates, and delivery schedules are located on the Award page at: http://www.ogs.ny.gov/purchase/spg/awards/0560023237CAN.HTM

Attachment: GOETZ ENERGY-Preliminary (RES-2021-1114 : Authorize Supervisor to Sign GOETZ ENERGY CORP. Fuel Contract - CRS # 3080)

		Backup Contact for NYS Declared Emergencies or Disasters (available throughout emergency): Mark Romaine Chief Operating Officer Phone: 781-398-4003 Email: MRomaine@globalp.com	
PC69517	**Goetz Energy Corp. dba Kurk Fuel Company** 1319 Military Road Buffalo, NY 14217	Mary Burke Fuels Account Manager Phone: 716-824-1298 Email: MBurke@kurkfuel.com **Customer Service Contact for NYS Contract Orders during Normal Business Hours:** M-F 8am-5pm Mary Burke Fuels Account Manager Phone: 716-824-1298 Email: MBurke@kurkfuel.com **Contact for After Hours, Weekend/Holidays, or NYS Declared Emergency:** Mary Burke Fuels Account Manager Phone: 716-824-1298 Cell: 716-867-9547 Email: MBurke@kurkfuel.com **Backup Contact for NYS Declared Emergencies or Disasters (available throughout emergency):** Mike Asher Dispatch Phone: 716-876-4324 Cell: 716-480-3316 Email: customerservice@goetzenergy.com	160450990 1000007438
PC69518	**Main Brothers Oil Co. Inc dba Main Care Energy** 1 Booth Lane Albany, NY 12205 Accepts NYS Purchasing Card for orders up to and including $50,000	Greg Childs Vice President Phone: 800-542-5552 Email: GChilds@maincareenergy.com **Customer Service Contact for NYS Contract Orders during Normal Business Hours:** 24 Hours, 7 days a week Customer Service Phone: 800-542-5552 Email: customercare@maincareenergy.com **Contact for After Hours, Weekend/Holidays, or NYS Declared Emergency:** Greg Childs Vice President Phone: 800-542-5552 Cell: 518-365-7105 Email: GChilds@maincareenergy.com	146024844 1000007301

Attachment: GOETZ ENERGY-Preliminary (RES-2021-1114 : Authorize Supervisor to Sign GOETZ ENERGY CORP. Fuel Contract - CRS # 3080)

Chautauqua	Gas Regular	$2.4572	$0.0000	Goetz dba Kurk Fuel
Chautauqua	Gas Mid Range	$2.5320	$0.0000	Goetz dba Kurk Fuel
Chautauqua	Gas Premium	$2.6487	$0.0000	Goetz dba Kurk Fuel
Chemung	Flex Fuel (E-85)	No Bid	N/A	N/A
Chemung	Gas Regular	$2.5002	$0.0000	Mirabito Energy
Chemung	Gas Mid Range	$2.6080	$0.0000	Mirabito Energy
Chemung	Gas Premium	$2.7847	$0.0000	Mirabito Energy
Chenango	Gas Regular	$2.6447	$0.0000	Buell Fuel
Clinton	Gas Regular	$2.5302	$0.1000	MX Petroleum
Clinton	Gas Mid Range	$2.6080	$0.1000	MX Petroleum
Columbia	Gas Regular	$2.4783	$0.0000	Global Montello
Cortland	Gas Regular	$2.6652	$0.0000	Buell Fuel
Cortland	Gas Premium	$2.8642	$0.0000	Buell Fuel
Delaware	Gas Regular	$2.8002	$0.0000	Mirabito Energy
Dutchess	Flex Fuel (E-85)	$2.5711	$0.0000	Global Montello
Dutchess	OPRG (E) Gas Regular	$2.5141	$0.0000	Global Montello
Dutchess	OPRG (E) Gas Mid Range	$2.5600	$0.0000	Global Montello
Dutchess	OPRG (E) Gas Premium	$2.6458	$0.0000	Global Montello
Erie	Flex Fuel (E-85)	No Bid	N/A	N/A
Erie	Gas Regular	$2.3152	$0.0100	Goetz dba Kurk Fuel
Erie	Gas Mid Range	$2.5390	$0.0000	Goetz dba Kurk Fuel
Essex	Gas Regular	$2.5002	$0.1000	MX Petroleum
Essex	Gas Mid Range	$2.5780	$0.1000	MX Petroleum
Franklin	Flex Fuel (E-85)	No Bid	N/A	N/A
Franklin	Gas Regular	$2.5102	$0.1000	MX Petroleum
Franklin	Gas Premium	$2.7047	$0.1000	MX Petroleum
Fulton	Gas Regular	$2.3697	$0.0000	Buell Fuel
Fulton	Gas Mid Range	$2.4580	$0.0000	Buell Fuel
Genesee	Gas Regular	$2.4457	$0.0000	Sunoco LP
Greene	Gas Regular	$2.4772	$0.0000	Global Montello
Greene	Gas Premium	$2.6532	$0.0000	Global Montello
Herkimer	Gas Regular	$2.5217	$0.0000	Buell Fuel
Herkimer	Gas Premium	$2.7347	$0.0000	Buell Fuel
Jefferson	Gas Regular	$2.6577	$0.0000	Buell Fuel
Jefferson	Gas Mid Range	$2.8480	$0.0000	Buell Fuel
Kings	OPRG (E) Gas Regular	$2.4875	$0.0000	Sprague Operating
Kings	OPRG (E) Gas Premium	$2.6091	$0.0000	Sprague Operating
Livingston	Gas Regular	$2.5152	$0.0000	NOCO Energy
Livingston	Gas Mid Range	$2.6730	$0.0100	NOCO Energy
Madison	Gas Regular	$2.4550	$0.0000	Buell Fuel
Madison	Gas Mid Range	$2.7385	$0.0000	Buell Fuel
Monroe	Flex Fuel (E-85)	No Bid	N/A	N/A
Monroe	Gas Regular	$2.3457	$0.0000	Sunoco LP
Monroe	Gas Mid Range	$2.4685	$0.0000	Sunoco LP
Monroe	Gas Premium	$2.5852	$0.0000	Sunoco LP

Attachment: GOETZ ENERGY-Preliminary (RES-2021-1114 : Authorize Supervisor to Sign GOETZ ENERGY CORP. Fuel Contract - CRS # 3080)

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 25149 **RESOLUTION 2021-1115** **ADOPTED**

Highway Department Back Up Generator Repair and Service Approval - CRS #3084

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the repairs and service contract for the Highway Department backup generator. The contract is between the Town of Amherst and the Southworth-Milton Inc. The repairs and service are required as a result of the quarterly inspection services performed under Resolution #2020-553.

The cost for this repair service is $5,637.66 in 2022 budget. The repairs include replacing the hood tilt actuator, update the louver motors and rewire circuits to new Standards.

This contract is subject to the Contract Routing System (CRS #3084) approval and the approval of the Town Attorney.

12/20/2021
Consent

FINANCIAL IMPACT:

A5132

4220

$5,637.66 for year 2022

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

Brewer, ME (207) 989-1890
Cranston, RI (401) 946-6450
Richmond, VT (802) 434-4228
Scarborough, ME (207) 883-9586
Wareham, MA (508) 291-1200
Milford, MA (508) 634-3400
Batavia, NY (585) 815-6200
Binghamton, NY (607) 772-6500
Clifton Park, NY (518) 877-8000
Syracuse, NY (315) 476-9981
Londonderry, NH (603) 665-4500

SERVICE ESTIMATE

ESTIMATE NUMBER: SCQT11805
ESTIMATE DATE: 0
ESTIMATE EXPIRES: 12/2/2021
1/31/2022

BILL TO

Town of Amherst
1042 N Forest Rd
Williamsville, NY 14221
USA

SHIP TO

Town of Amherst
1042 N Forest Rd
Williamsville, NY 14221
USA
Buffalo, NY 14221
USA

SERVICE QUOTE #	DATE	CUSTOMER ACCOUNT	ORDER ACCOUNT	LOCATION	PRIORITY	PAGE
CSR0637047	10/12/2021	0569567	0569567	Batavia	Engine	1 of 1

SALESPERSON	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	EMAIL
Yauchzee, Christopher	erik		

MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT NO.	SECTION/UNIT CODE	HRS
AA	3406 EPG	4RG01054		EMP 5058	1024

PRIORITY	DESCRIPTION	WORK ORDER NUMBER
	REPLACE - HOOD TILT ACTUATOR	

ESTIMATE TO INCLUDE:

COST TO UPDATE LOUVER MOTORS AND REWIRE CIRCUIT SO LOUVERS OPEN IF LOUVER MOTOR FAILS.

Miscellaneous

1		Environmental Services	97.60	97.60
4	SVCOWM_035	SCHNEIDER MA-419 ACTUATOR	626.76	2,507.06
1	SVCOWM_035	FREIGHT	135.00	135.00
60	NYMileage	New York Mileage	3.00	180.00
1	SVCOWM_035	MISC. WIRING, HARDWARE, ETC.	337.50	337.50

Total Segment Parts 0.00 Total Segment Labor
2,380.50
Total Segment Miscellaneous 3,257.16

Segment Total **5,637.66**

Total Invoice Parts 0.00 Total Invoice Labor
2,380.50
Total Invoice Miscellaneous 3,257.16

The estimate provided to you is based on what can be reasonably observed by a Milton CAT Product Support Representative. If, during actual repairs, additional worn or failed components are discovered, you will be contacted with an updated estimate that will include a breakdown of additional parts and/or labor. No additional repairs will be made without the customer's approval.

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

Any steam cleaning necessary to complete this service will be additional to this estimate.

This estimate is contingent on all remanufactured parts being acceptable for full core credit.

Transportation, freight, tax, miscellaneous supplies and environmental charges are not included unless otherwise noted.

We greatly appreciate the opportunity to estimate this repair for you, and look forward to providing you the best service in the industry.

Estimate Amount	5,637.66

Terms are n/30 with approved credit

CUSTOMER PURCHASE ORDER

CUSTOMER PRINTED NAME

CUSTOMER SIGNATURE

DATE

Agreed to and Accepted by:

SOUTHWORTH-MILTON, INC.

By: _____
Signature

Martin C. Jenkins
Print Name

Service Manager
Title

Date: 12/9/21

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

Milton CAT

Power Systems Division

Southworth-Milton, Inc.
101 Quarry Drive
Milford, MA 01757
508.634.5559 tel
www.miltoncat.com

April 1, 2021

To Whom It May Concern:

Southworth-Milton, Inc. (DBA Milton Cat) with its primary offices at 100 Quarry Drive, Milford, MA 01757 ("Dealer"), is an authorized independent dealer of various models of Cat® branded machines, equipment, engines, generators, oils and spare parts, including Cat Switchgear ("Cat® products"). As an authorized Cat dealer, Southworth-Milton, Inc. provides prompt, competent services for Cat® products in the Service Territory listed below (the "Service Territory").

The entire state of Maine, Massachusetts, New Hampshire, Rhode Island and Vermont.

In the state of New York: The Counties of Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Montgomery, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, St. Lawrence, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, and Yates.

Southworth-Milton, Inc. is the only Cat dealer with 12 approved full-service locations in the Service Territory.

If you have any questions, or require additional information, please contact me at the number below.

Sincerely,

Scott Martel
Scott Martel (Apr 6, 2021 07:46 EDT)

Scott Martel
Vie President
scott_martel@miltoncat.com

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

Addendum to Contract VENDOR ON SITE Major

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

M. Han CAT

Print Name of Company

By: _____

Signature

Martin C. Jenkins

Printed name

Date: 12/9/21

Agreed to and Accepted by:

Town of Amherst

By: _____

Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: Milton CAT

Signature: [signature]

Print Name: Martin C. Jenkins

Title: Service Manager

Date: 12/9/21

Sworn To Before Me This

9 Day of Dec, 2021

[signature]

Notary Public

William Yeager
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01YE6406164
Genesee County
Commission Expires March 30, 2024

Revised 4.2017

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THI CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIE BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZE REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject t the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to th certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency, LLC P. O. BOX 828 Opelika AL 36803	CONTACT NAME: Lisa Benefield PHONE (A/C, No, Ext): 334-749-3401 FAX (A/C, No): 334-745-8785 E-MAIL ADDRESS: lisa.benefield@marshmma.com
INSURED Southworth-Milton, Inc. Milton CAT 100 Quarry Dr. Milford MA 01757	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Great American Insurance Company — 16691 INSURER B : Illinois Union Insurance Company — 27960 INSURER C : Federal Insurance — 20281 INSURER D : Zurich American Insurance Company — 16535 INSURER E : Travelers Casualty and Surety Company o — 31194 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 938938333 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOI INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THI CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC X OTHER: Proj/Loc per Con	Y	Y	GLO292517813	2/1/2021	2/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
D	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	BAP292517913	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	TUU367410514	2/1/2021	2/1/2022	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC292519108	2/1/2021	2/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B E C	Pollution Liability Crime/Fidelity BPP/Contractors Equip.			PPIG28214728002 105739038 35901436	2/1/2020 2/1/2021 2/1/2021	2/1/2022 2/1/2022 2/1/2022	$5,000,000 $1,000,000 $1,000,000	$250,000 Ret. $25,000 $15,000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cyber Liability coverage is included under Travelers Casualty & Surety Company of America policy 105739038 subject to a $5,000,000 per claim limit, and $50,000 retention. Riggers Liability coverage is included under Federal Insurance Company policy 664-11-57 (1/1/2021-1/1/2022) subject to a $500,000 any one occurrence limit and $1,000 deductible.
Re: OSSMP for 3406 4RG01054

General Liability and Auto Liability Additional Insured Status is granted to Town of Amherst if required by a written, signed, and dated contract, agreement or permit. All coverage is subject to the terms, conditions and exclusions contained in the policy form and endorsements. Town of Amherst as required by contrac are named additional insured on a primary and non contributory basis.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PETER J. KRAUSE

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Attachment: DOC121521-1215021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
Southworth-Milton, Inc 100 Quarry Dr. Milford, MA 01757	508-634-5540
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1c. NYS Unemployment Insurance Employer Registration Number of Insured 7753883
	1d. Federal Employer Identification Number of Insured or Social Security Number 02-0258444
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	3a. Name of Insurance Carrier Zurich American Insurance Company
Town of Amherst 5583 Main Street Williamsville, NY 14221	3b. Policy Number of Entity Listed in Box "1a" WC 2925191-08
	3c. Policy effective period 02/01/2021 to 02/01/2022
	3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) all ☐ excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Susan B. Kendziora
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Susan B. Kendziora 01/11/2021
(Signature) (Date)

Title: Vice President - Underwriting Services

Telephone Number of authorized representative or licensed agent of insurance carrier: 800-382-2150

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17)

www.wcb.ny.gov

Attachment: DOC121521-1215202110317 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
Southworth-Milton, Inc.
100 Quarry Drive
Milford, MA 01757

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
508-634-3400

1c. Federal Employer Identification Number of Insured or Social Security Number
02-0258444

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Williamsville, NY 14221

3a. Name of Insurance Carrier
The Standard Life Insurance Company of New York
333 Westchester Avenue, West Building, Suite 300
White Plains, New York 10604

3b. Policy Number of Entity Listed in Box "1a"
758666

3c. Policy effective period
1/1/2021 to 12/31/2021

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed ~~1/29/2021~~ By Erica Castellanos
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 781-245-1901 x0338 Name and Title Erica Castellanos, Account Manager

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)
SNY 13206

DB-120.1 10-17

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

Brewer, ME (207) 989-1890
Cranston, RI (401) 946-6450
Richmond, VT (802) 434-4228
Scarborough, ME (207) 883-9586
Wareham, MA (508) 291-1200
Milford, MA (508) 634-3400
Batavia, NY (585) 815-6200
Binghamton, NY (607) 772-6500
Clifton Park, NY (518) 877-8000
Syracuse, NY (315) 476-9981
Londonderry, NH (603) 665-4500

SERVICE ESTIMATE

ESTIMATE NUMBER: SCQT11805
ESTIMATE DATE: 0
ESTIMATE EXPIRES: 12/2/2021
1/31/2022

BILL TO

Town of Amherst
1042 N Forest Rd
Williamsville, NY 14221
USA

SHIP TO

Town of Amherst
1042 N Forest Rd
Williamsville, NY 14221
USA
Buffalo, NY 14221
USA

SERVICE QUOTE #	DATE	CUSTOMER ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR0637047	10/12/2021	0569567	0569567	Batavia	Engine	1 of 1

SALESPERSON	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	EMAIL
Yauchzee, Christopher	erik		

MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT NO.	ENGINE SERIAL NO.	HOURS
AA	3406 EPG	4RG01054		EMP 5058	1024

QUOTE LINE #	DESCRIPTION	WORK ORDER #	QUANTITY
1	REPLACE - HOOD TILT ACTUATOR		

ESTIMATE TO INCLUDE:

COST TO UPDATE LOUVER MOTORS AND REWIRE CIRCUIT SO LOUVERS OPEN IF LOUVER MOTOR FAILS.

Miscellaneous

1		Environmental Services	97.60	97.60
4	SVCOWM_035	SCHNEIDER MA-419 ACTUATOR	626.76	2,507.06
1	SVCOWM_035	FREIGHT	135.00	135.00
60	NYMileage	New York Mileage	3.00	180.00
1	SVCOWM_035	MISC. WIRING, HARDWARE, ETC.	337.50	337.50

Total Segment Parts 0.00 Total Segment Labor
2,380.50
Total Segment Miscellaneous 3,257.16

Segment Total 5,637.66

Total Invoice Parts 0.00 Total Invoice Labor
2,380.50
Total Invoice Miscellaneous 3,257.16

The estimate provided to you is based on what can be reasonably observed by a Milton CAT Product Support Representative. If, during actual repairs, additional worn or failed components are discovered, you will be contacted with an updated estimate that will include a breakdown of additional parts and/or labor. No additional repairs will be made without the customer's approval.

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

Any steam cleaning necessary to complete this service will be additional to this estimate.

This estimate is contingent on all remanufactured parts being acceptable for full core credit.

Transportation, freight, tax, miscellaneous supplies and environmental charges are not included unless otherwise noted.

We greatly appreciate the opportunity to estimate this repair for you, and look forward to providing you the best service in the industry.

Estimate Amount	5,637.66

Terms are n/30 with approved credit

CUSTOMER PURCHASE ORDER

CUSTOMER PRINTED NAME

CUSTOMER SIGNATURE

DATE

Agreed to and Accepted by:

SOUTHWORTH-MILTON, INC.

By: _____
Signature

Martin C. Jenkins
Print Name

Service Manager
Title

Date: 12/9/21

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

Milton CAT

Power Systems Division

Southworth-Milton, Inc.
101 Quarry Drive
Milford, MA 01757
508.634.5559 tel
www.miltoncat.com

April 1, 2021

To Whom It May Concern:

Southworth-Milton, Inc. (DBA Milton Cat) with its primary offices at 100 Quarry Drive, Milford, MA 01757 ("Dealer"), is an authorized independent dealer of various models of Cat® branded machines, equipment, engines, generators, oils and spare parts, including Cat Switchgear ("Cat® products"). As an authorized Cat dealer, Southworth-Milton, Inc. provides prompt, competent services for Cat® products in the Service Territory listed below (the "Service Territory").

The entire state of Maine, Massachusetts, New Hampshire, Rhode Island and Vermont.

In the state of New York: The Counties of Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Montgomery, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, St. Lawrence, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, and Yates.

Southworth-Milton, Inc. is the only Cat dealer with 12 approved full-service locations in the Service Territory.

If you have any questions, or require additional information, please contact me at the number below.

Sincerely,

Scott Martel
Scott Martel (Apr 6, 2021 07:46 EDT)

Scott Martel
Vie President
scott_martel@miltoncat.com

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

Addendum to Contract VENDOR ON SITE Major

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

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Agreed to and Accepted by:

M. Han CAT

Print Name of Company

By: _____

Signature

Martin C. Jenkins

Printed name

Date: 12/9/21

Agreed to and Accepted by:

Town of Amherst

By: _____

Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

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By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: Milton CAT

Signature: [signature]

Print Name: Martin C. Jenkins

Title: Service Manager

Date: 12/9/21

Sworn To Before Me This

9 Day of Dec, 2021

[signature]

Notary Public

William Yeager
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01YE6406164
Genesee County
Commission Expires March 30, 2024

Revised 4.2017

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THI CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIE BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZE REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject t the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to th certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency, LLC P. O. BOX 828 Opelika AL 36803	CONTACT NAME: Lisa Benefield PHONE (A/C, No, Ext): 334-749-3401 FAX (A/C, No): 334-745-8785 E-MAIL ADDRESS: lisa.benefield@marshmma.com
INSURED Southworth-Milton, Inc. Milton CAT 100 Quarry Dr. Milford MA 01757	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Great American Insurance Company — 16691 INSURER B : Illinois Union Insurance Company — 27960 INSURER C : Federal Insurance — 20281 INSURER D : Zurich American Insurance Company — 16535 INSURER E : Travelers Casualty and Surety Company o — 31194 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 938938333 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOI INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THI CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC X OTHER: Proj/Loc per Con	Y	Y	GLO292517813	2/1/2021	2/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	BAP292517913	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	TUU367410514	2/1/2021	2/1/2022	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC292519108	2/1/2021	2/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B E C	Pollution Liability Crime/Fidelity BPP/Contractors Equip.			PPIG28214728002 105739038 35901436	2/1/2020 2/1/2021 2/1/2021	2/1/2022 2/1/2022 2/1/2022	$5,000,000 $1,000,000 $1,000,000	$250,000 Ret. $25,000 $15,000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cyber Liability coverage is included under Travelers Casualty & Surety Company of America policy 105739038 subject to a $5,000,000 per claim limit, and $50,000 retention. Riggers Liability coverage is included under Federal Insurance Company policy 664-11-57 (1/1/2021-1/1/2022) subject to a $500,000 any one occurrence limit and $1,000 deductible.
Re: OSSMP for 3406 4RG01054

General Liability and Auto Liability Additional Insured Status is granted to Town of Amherst if required by a written, signed, and dated contract, agreement or permit. All coverage is subject to the terms, conditions and exclusions contained in the policy form and endorsements. Town of Amherst as required by contrac are named additional insured on a primary and non contributory basis.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PETER J. KRAUSE

© 1988-2014 ACORD CORPORATION. All rights reserve

Attachment: DOC121521-1215021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Southworth-Milton, Inc 100 Quarry Dr. Milford, MA 01757 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 508-634-5540 1c. NYS Unemployment Insurance Employer Registration Number of Insured 7753883 1d. Federal Employer Identification Number of Insured or Social Security Number 02-0258444
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier Zurich American Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WC 2925191-08 3c. Policy effective period 02/01/2021 to 02/01/2022 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) all ☐ excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Susan B. Kendziora
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Susan B. Kendziora 01/11/2021
(Signature) (Date)

Title: Vice President - Underwriting Services

Telephone Number of authorized representative or licensed agent of insurance carrier: 800-382-2150

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17)

www.wcb.ny.gov

Attachment: DOC121521-1215202110317 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
Southworth-Milton, Inc.
100 Quarry Drive
Milford, MA 01757

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
508-634-3400

1c. Federal Employer Identification Number of Insured or Social Security Number
02-0258444

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Williamsville, NY 14221

3a. Name of Insurance Carrier
The Standard Life Insurance Company of New York
333 Westchester Avenue, West Building, Suite 300
White Plains, New York 10604

3b. Policy Number of Entity Listed in Box "1a"
758666

3c. Policy effective period
1/1/2021 to 12/31/2021

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed ~~1/29/2021~~ By Erica Castellanos
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 781-245-1901 x0338 Name and Title Erica Castellanos, Account Manager

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)
SNY 13206

DB-120.1 10-17

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

Brewer, ME (207) 989-1890
Cranston, RI (401) 946-6450
Richmond, VT (802) 434-4228
Scarborough, ME (207) 883-9586
Wareham, MA (508) 291-1200
Batavia, NY (585) 815-6200
Binghamton, NY (607) 772-6500
Clifton Park, NY (518) 877-8000
Syracuse, NY (315) 476-9981
Londonderry, NH (603) 665-4500
Milford, MA (508) 634-3400

SERVICE ESTIMATE

ESTIMATE NUMBER: SCQT11805
ESTIMATE DATE: 0
ESTIMATE EXPIRES: 12/2/2021
1/31/2022

BILL TO

Town of Amherst
1042 N Forest Rd
Williamsville, NY 14221
USA

SHIP TO

Town of Amherst
1042 N Forest Rd
Williamsville, NY 14221
USA
Buffalo, NY 14221
USA

SERVICE QUOTE #	DATE	CUSTOMER ACCOUNT	ORDER ACCOUNT	LOCATION	PRIMARY	PAGE
CSR0637047	10/12/2021	0569567	0569567	Batavia	Engine	1 of 1

SALESPERSON	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	EMAIL
Yauchzee, Christopher	erik		

MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT NO.	SECTION	HM
AA	3406 EPG	4RG01054		EMP 5058	1024

PRIORITY	DESCRIPTION	WORK ORDER	QUANTITY

REPLACE - HOOD TILT ACTUATOR

ESTIMATE TO INCLUDE:

COST TO UPDATE LOUVER MOTORS AND REWIRE CIRCUIT SO LOUVERS OPEN IF LOUVER MOTOR FAILS.

Miscellaneous

1		Environmental Services	97.60	97.60
4	SVCOWM_035	SCHNEIDER MA-419 ACTUATOR	626.76	2,507.06
1	SVCOWM_035	FREIGHT	135.00	135.00
60	NYMileage	New York Mileage	3.00	180.00
1	SVCOWM_035	MISC. WIRING, HARDWARE, ETC.	337.50	337.50

Total Segment Parts 0.00 Total Segment Labor
2,380.50
Total Segment Miscellaneous 3,257.16

Segment Total 5,637.66

Total Invoice Parts 0.00 Total Invoice Labor
2,380.50
Total Invoice Miscellaneous 3,257.16

The estimate provided to you is based on what can be reasonably observed by a Milton CAT Product Support Representative. If, during actual repairs, additional worn or failed components are discovered, you will be contacted with an updated estimate that will include a breakdown of additional parts and/or labor. No additional repairs will be made without the customer's approval.

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

Any steam cleaning necessary to complete this service will be additional to this estimate.

This estimate is contingent on all remanufactured parts being acceptable for full core credit.

Transportation, freight, tax, miscellaneous supplies and environmental charges are not included unless otherwise noted.

We greatly appreciate the opportunity to estimate this repair for you, and look forward to providing you the best service in the industry.

Estimate Amount	5,637.66

Terms are n/30 with approved credit

CUSTOMER PURCHASE ORDER

CUSTOMER PRINTED NAME

CUSTOMER SIGNATURE

DATE

Agreed to and Accepted by:

SOUTHWORTH-MILTON, INC.

By: _____
Signature

Martin C. Jenkins
Print Name

Service Manager
Title

Date: 12/9/21

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)



Power Systems Division

Southworth-Milton, Inc.
101 Quarry Drive
Milford, MA 01757
508.634.5559 tel
www.miltoncat.com

April 1, 2021

To Whom It May Concern:

Southworth-Milton, Inc. (DBA Milton Cat) with its primary offices at 100 Quarry Drive, Milford, MA 01757 ("Dealer"), is an authorized independent dealer of various models of Cat® branded machines, equipment, engines, generators, oils and spare parts, including Cat Switchgear ("Cat® products"). As an authorized Cat dealer, Southworth-Milton, Inc. provides prompt, competent services for Cat® products in the Service Territory listed below (the "Service Territory").

The entire state of Maine, Massachusetts, New Hampshire, Rhode Island and Vermont.

In the state of New York: The Counties of Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Montgomery, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, St. Lawrence, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, and Yates.

Southworth-Milton, Inc. is the only Cat dealer with 12 approved full-service locations in the Service Territory.

If you have any questions, or require additional information, please contact me at the number below.

Sincerely,

Scott Martel
Scott Martel (Apr 6, 2021 07:46 EDT)

Scott Martel
Vie President
scott_martel@miltoncat.com

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

Addendum to Contract VENDOR ON SITE Major

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

M. Han CAT

Print Name of Company

By: _____

Signature

Martin C. Jenkins

Printed name

Date: 12/9/21

Agreed to and Accepted by:

Town of Amherst

By: _____

Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

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Company Name: Milton CAT

Signature: [signature]

Print Name: Martin C. Jenkins

Title: Service Manager

Date: 12/9/21

Sworn To Before Me This

9 Day of Dec, 2021

[signature]

Notary Public

William Yeager
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01YE6406164
Genesee County
Commission Expires March 30, 2024

Revised 4.2017

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/22/2021

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject t the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to th certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency, LLC P. O. BOX 828 Opelika AL 36803	CONTACT NAME: Lisa Benefield PHONE (A/C, No, Ext): 334-749-3401 FAX (A/C, No): 334-745-8785 E-MAIL ADDRESS: lisa.benefield@marshmma.com
INSURED Southworth-Milton, Inc. Milton CAT 100 Quarry Dr. Milford MA 01757	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Great American Insurance Company — 16691 INSURER B : Illinois Union Insurance Company — 27960 INSURER C : Federal Insurance — 20281 INSURER D : Zurich American Insurance Company — 16535 INSURER E : Travelers Casualty and Surety Company o — 31194 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 938938333 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOI INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THI CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC X OTHER: Proj/Loc per Con	Y	Y	GLO292517813	2/1/2021	2/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	BAP292517913	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	TUU367410514	2/1/2021	2/1/2022	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N / N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC292519108	2/1/2021	2/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B E C	Pollution Liability Crime/Fidelity BPP/Contractors Equip.			PPIG28214728002 105739038 35901436	2/1/2020 2/1/2021 2/1/2021	2/1/2022 2/1/2022 2/1/2022	$5,000,000 $1,000,000 $1,000,000	$250,000 Ret. $25,000 $15,000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cyber Liability coverage is included under Travelers Casualty & Surety Company of America policy 105739038 subject to a $5,000,000 per claim limit, and $50,000 retention. Riggers Liability coverage is included under Federal Insurance Company policy 664-11-57 (1/1/2021-1/1/2022) subject to a $500,000 any one occurrence limit and $1,000 deductible.
Re: OSSMP for 3406 4RG01054

General Liability and Auto Liability Additional Insured Status is granted to Town of Amherst if required by a written, signed, and dated contract, agreement or permit. All coverage is subject to the terms, conditions and exclusions contained in the policy form and endorsements. Town of Amherst as required by contrac are named additional insured on a primary and non contributory basis.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PETER J. KRAUSE

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Attachment: DOC121521-1215021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Southworth-Milton, Inc 100 Quarry Dr. Milford, MA 01757 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 508-634-5540 1c. NYS Unemployment Insurance Employer Registration Number of Insured 7753883 1d. Federal Employer Identification Number of Insured or Social Security Number 02-0258444
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier Zurich American Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WC 2925191-08 3c. Policy effective period 02/01/2021 to 02/01/2022 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) all ☐ excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Susan B. Kendziora
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Susan B. Kendziora 01/11/2021
(Signature) (Date)

Title: Vice President - Underwriting Services

Telephone Number of authorized representative or licensed agent of insurance carrier: 800-382-2150

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17)

www.wcb.ny.gov

Attachment: DOC121521-1215202110317 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
Southworth-Milton, Inc.
100 Quarry Drive
Milford, MA 01757

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
508-634-3400

1c. Federal Employer Identification Number of Insured or Social Security Number
02-0258444

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Williamsville, NY 14221

3a. Name of Insurance Carrier
The Standard Life Insurance Company of New York
333 Westchester Avenue, West Building, Suite 300
White Plains, New York 10604

3b. Policy Number of Entity Listed in Box "1a"
758666

3c. Policy effective period
1/1/2021 to 12/31/2021

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed ~~1/29/2021~~ By Erica Castellanos
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 781-245-1901 x0338 Name and Title Erica Castellanos, Account Manager

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)
SNY 13206

DB-120.1 10-17

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)



Brewer, ME (207) 989-1890
Cranston, RI (401) 946-6450
Richmond, VT (802) 434-4228
Scarborough, ME (207) 883-9586
Wareham, MA (508) 291-1200
Batavia, NY (585) 815-6200
Binghamton, NY (607) 772-6500
Clifton Park, NY (518) 877-8000
Syracuse, NY (315) 476-9981
Londonderry, NH (603) 665-4500
Milford, MA (508) 634-3400

SERVICE ESTIMATE

ESTIMATE NUMBER: SCQT11805
ESTIMATE DATE: 0
ESTIMATE EXPIRES: 12/2/2021
1/31/2022

BILL TO

Town of Amherst
1042 N Forest Rd
Williamsville, NY 14221
USA

SHIP TO

Town of Amherst
1042 N Forest Rd
Williamsville, NY 14221
USA
Buffalo, NY 14221
USA

SERVICE QUOTE #	DATE	CUSTOMER ACCOUNT	ORDER ACCOUNT	LOCATION	PRIORITY	PAGE
CSR0637047	10/12/2021	0569567	0569567	Batavia	Engine	1 of 1

SALESPERSON	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	EMAIL
Yauchzee, Christopher	erik		

MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT NO.	ENGINE SERIAL NO.	HOURS
AA	3406 EPG	4RG01054		EMP 5058	1024

QUOTE LINE	DESCRIPTION	WORK ORDER	QUANTITY

REPLACE - HOOD TILT ACTUATOR

ESTIMATE TO INCLUDE:

COST TO UPDATE LOUVER MOTORS AND REWIRE CIRCUIT SO LOUVERS OPEN IF LOUVER MOTOR FAILS.

Miscellaneous

1		Environmental Services	97.60	97.60
4	SVCOWM_035	SCHNEIDER MA-419 ACTUATOR	626.76	2,507.06
1	SVCOWM_035	FREIGHT	135.00	135.00
60	NYMileage	New York Mileage	3.00	180.00
1	SVCOWM_035	MISC. WIRING, HARDWARE, ETC.	337.50	337.50

Total Segment Parts 0.00 Total Segment Labor
2,380.50
Total Segment Miscellaneous 3,257.16

Segment Total 5,637.66

Total Invoice Parts 0.00 Total Invoice Labor
2,380.50
Total Invoice Miscellaneous 3,257.16

The estimate provided to you is based on what can be reasonably observed by a Milton CAT Product Support Representative. If, during actual repairs, additional worn or failed components are discovered, you will be contacted with an updated estimate that will include a breakdown of additional parts and/or labor. No additional repairs will be made without the customer's approval.

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

Any steam cleaning necessary to complete this service will be additional to this estimate.

This estimate is contingent on all remanufactured parts being acceptable for full core credit.

Transportation, freight, tax, miscellaneous supplies and environmental charges are not included unless otherwise noted.

We greatly appreciate the opportunity to estimate this repair for you, and look forward to providing you the best service in the industry.

Estimate Amount	5,637.66

Terms are n/30 with approved credit

CUSTOMER PURCHASE ORDER

CUSTOMER PRINTED NAME

CUSTOMER SIGNATURE

DATE

Agreed to and Accepted by:

SOUTHWORTH-MILTON, INC.

By: _____
Signature

Martin C. Jenkins
Print Name

Service Manager
Title

Date: 12/9/21

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

Milton CAT

Power Systems Division

Southworth-Milton, Inc.
101 Quarry Drive
Milford, MA 01757
508.634.5559 tel
www.miltoncat.com

April 1, 2021

To Whom It May Concern:

Southworth-Milton, Inc. (DBA Milton Cat) with its primary offices at 100 Quarry Drive, Milford, MA 01757 ("Dealer"), is an authorized independent dealer of various models of Cat® branded machines, equipment, engines, generators, oils and spare parts, including Cat Switchgear ("Cat® products"). As an authorized Cat dealer, Southworth-Milton, Inc. provides prompt, competent services for Cat® products in the Service Territory listed below (the "Service Territory").

The entire state of Maine, Massachusetts, New Hampshire, Rhode Island and Vermont.

In the state of New York: The Counties of Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Montgomery, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, St. Lawrence, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, and Yates.

Southworth-Milton, Inc. is the only Cat dealer with 12 approved full-service locations in the Service Territory.

If you have any questions, or require additional information, please contact me at the number below.

Sincerely,

Scott Martel
Scott Martel (Apr 6, 2021 07:46 EDT)

Scott Martel
Vie President
scott_martel@miltoncat.com

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

Addendum to Contract VENDOR ON SITE Major

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

M. Han CAT

Print Name of Company

By: _____

Signature

Martin C. Jenkins

Printed name

Date: 12/9/21

Agreed to and Accepted by:

Town of Amherst

By: _____

Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: Milton CAT

Signature: [signature]

Print Name: Martin C. Jenkins

Title: Service Manager

Date: 12/9/21

Sworn To Before Me This

9 Day of Dec, 2021

[signature]

Notary Public

William Yeager
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01YE6406164
Genesee County
Commission Expires March 30, 2024

Revised 4.2017

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THI CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIE BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZE REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject t the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to th certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency, LLC P. O. BOX 828 Opelika AL 36803	CONTACT NAME: Lisa Benefield PHONE (A/C, No, Ext): 334-749-3401 FAX (A/C, No): 334-745-8785 E-MAIL ADDRESS: lisa.benefield@marshmma.com
INSURED Southworth-Milton, Inc. Milton CAT 100 Quarry Dr. Milford MA 01757	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Great American Insurance Company — 16691 INSURER B : Illinois Union Insurance Company — 27960 INSURER C : Federal Insurance — 20281 INSURER D : Zurich American Insurance Company — 16535 INSURER E : Travelers Casualty and Surety Company o — 31194 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 938938333 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOI INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THI CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC X OTHER: Proj/Loc per Con	Y	Y	GLO292517813	2/1/2021	2/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	BAP292517913	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	TUU367410514	2/1/2021	2/1/2022	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC292519108	2/1/2021	2/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B E C	Pollution Liability Crime/Fidelity BPP/Contractors Equip.			PPIG28214728002 105739038 35901436	2/1/2020 2/1/2021 2/1/2021	2/1/2022 2/1/2022 2/1/2022	$5,000,000 $1,000,000 $1,000,000	$250,000 Ret. $25,000 $15,000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cyber Liability coverage is included under Travelers Casualty & Surety Company of America policy 105739038 subject to a $5,000,000 per claim limit, and $50,000 retention. Riggers Liability coverage is included under Federal Insurance Company policy 664-11-57 (1/1/2021-1/1/2022) subject to a $500,000 any one occurrence limit and $1,000 deductible.
Re: OSSMP for 3406 4RG01054

General Liability and Auto Liability Additional Insured Status is granted to Town of Amherst if required by a written, signed, and dated contract, agreement or permit. All coverage is subject to the terms, conditions and exclusions contained in the policy form and endorsements. Town of Amherst as required by contrac are named additional insured on a primary and non contributory basis.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PETER J. KRAUSE

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Attachment: DOC121521-1215021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
Southworth-Milton, Inc 100 Quarry Dr. Milford, MA 01757	508-634-5540
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1c. NYS Unemployment Insurance Employer Registration Number of Insured 7753883
	1d. Federal Employer Identification Number of Insured or Social Security Number 02-0258444
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	3a. Name of Insurance Carrier Zurich American Insurance Company
Town of Amherst 5583 Main Street Williamsville, NY 14221	3b. Policy Number of Entity Listed in Box "1a" WC 2925191-08
	3c. Policy effective period 02/01/2021 to 02/01/2022
	3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) all ☐ excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Susan B. Kendziora
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Susan B. Kendziora 01/11/2021
(Signature) (Date)

Title: Vice President - Underwriting Services

Telephone Number of authorized representative or licensed agent of insurance carrier: 800-382-2150

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17)

www.wcb.ny.gov

Attachment: DOC121521-1215202110317 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
Southworth-Milton, Inc.
100 Quarry Drive
Milford, MA 01757

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
508-634-3400

1c. Federal Employer Identification Number of Insured or Social Security Number
02-0258444

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Williamsville, NY 14221

3a. Name of Insurance Carrier
The Standard Life Insurance Company of New York
333 Westchester Avenue, West Building, Suite 300
White Plains, New York 10604

3b. Policy Number of Entity Listed in Box "1a"
758666

3c. Policy effective period
1/1/2021 to 12/31/2021

4. Policy provides the following benefits:
- [X] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed ~~1/29/2021~~ By Erica Castellanos
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 781-245-1901 x0338 Name and Title Erica Castellanos, Account Manager

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)
SNY 13206

DB-120.1 10-17

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

Brewer, ME (207) 989-1890
Cranston, RI (401) 946-6450
Richmond, VT (802) 434-4228
Scarborough, ME (207) 883-9586
Wareham, MA (508) 291-1200
Milford, MA (508) 634-3400
Batavia, NY (585) 815-6200
Binghamton, NY (607) 772-6500
Clifton Park, NY (518) 877-8000
Syracuse, NY (315) 476-9981
Londonderry, NH (603) 665-4500

SERVICE ESTIMATE

ESTIMATE NUMBER: SCQT11805
ESTIMATE DATE: 0
ESTIMATE EXPIRES: 12/2/2021
1/31/2022

BILL TO

Town of Amherst
1042 N Forest Rd
Williamsville, NY 14221
USA

SHIP TO

Town of Amherst
1042 N Forest Rd
Williamsville, NY 14221
USA
Buffalo, NY 14221
USA

SERVICE QUOTE #	DATE	CUSTOMER ACCOUNT	ORDER ACCOUNT	LOCATION	PRIORITY	PAGE
CSR0637047	10/12/2021	0569567	0569567	Batavia	Engine	1 of 1

SALESPERSON	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	EMAIL
Yauchzee, Christopher	erik		

MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT NO.	SECTION/UNIT NO.	HRS
AA	3406 EPG	4RG01054		EMP 5058	1024

PRIORITY	DESCRIPTION	WORK ORDER NUMBER
	REPLACE - HOOD TILT ACTUATOR	

ESTIMATE TO INCLUDE:

COST TO UPDATE LOUVER MOTORS AND REWIRE CIRCUIT SO LOUVERS OPEN IF LOUVER MOTOR FAILS.

Miscellaneous

1		Environmental Services	97.60	97.60
4	SVCOWM_035	SCHNEIDER MA-419 ACTUATOR	626.76	2,507.06
1	SVCOWM_035	FREIGHT	135.00	135.00
60	NYMileage	New York Mileage	3.00	180.00
1	SVCOWM_035	MISC. WIRING, HARDWARE, ETC.	337.50	337.50

Total Segment Parts 0.00 Total Segment Labor
2,380.50
Total Segment Miscellaneous 3,257.16

Segment Total 5,637.66

Total Invoice Parts 0.00 Total Invoice Labor
2,380.50
Total Invoice Miscellaneous 3,257.16

The estimate provided to you is based on what can be reasonably observed by a Milton CAT Product Support Representative. If, during actual repairs, additional worn or failed components are discovered, you will be contacted with an updated estimate that will include a breakdown of additional parts and/or labor. No additional repairs will be made without the customer's approval.

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

Any steam cleaning necessary to complete this service will be additional to this estimate.

This estimate is contingent on all remanufactured parts being acceptable for full core credit.

Transportation, freight, tax, miscellaneous supplies and environmental charges are not included unless otherwise noted.

We greatly appreciate the opportunity to estimate this repair for you, and look forward to providing you the best service in the industry.

Estimate Amount	5,637.66

Terms are n/30 with approved credit

CUSTOMER PURCHASE ORDER

CUSTOMER PRINTED NAME

CUSTOMER SIGNATURE

DATE

Agreed to and Accepted by:

SOUTHWORTH-MILTON, INC.

By: _____
Signature

Martin C. Jenkins
Print Name

Service Manager
Title

Date: 12/9/21

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

Milton CAT

Power Systems Division

Southworth-Milton, Inc.
101 Quarry Drive
Milford, MA 01757
508.634.5559 tel
www.miltoncat.com

April 1, 2021

To Whom It May Concern:

Southworth-Milton, Inc. (DBA Milton Cat) with its primary offices at 100 Quarry Drive, Milford, MA 01757 ("Dealer"), is an authorized independent dealer of various models of Cat® branded machines, equipment, engines, generators, oils and spare parts, including Cat Switchgear ("Cat® products"). As an authorized Cat dealer, Southworth-Milton, Inc. provides prompt, competent services for Cat® products in the Service Territory listed below (the "Service Territory").

The entire state of Maine, Massachusetts, New Hampshire, Rhode Island and Vermont.

In the state of New York: The Counties of Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Montgomery, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, St. Lawrence, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, and Yates.

Southworth-Milton, Inc. is the only Cat dealer with 12 approved full-service locations in the Service Territory.

If you have any questions, or require additional information, please contact me at the number below.

Sincerely,

Scott Martel
Scott Martel (Apr 6, 2021 07:46 EDT)

Scott Martel
Vie President
scott_martel@miltoncat.com

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

Addendum to Contract VENDOR ON SITE Major

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

M. Han CAT

Print Name of Company

By: _____

Signature

Martin C. Jenkins

Printed name

Date: 12/9/21

Agreed to and Accepted by:

Town of Amherst

By: _____

Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: Milton CAT

Signature: [signature]

Print Name: Martin C. Jenkins

Title: Service Manager

Date: 12/9/21

Sworn To Before Me This

9 Day of Dec, 2021

[signature]

Notary Public

William Yeager
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01YE6406164
Genesee County
Commission Expires March 30, 2024

Revised 4.2017

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THI CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIE BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZE REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject t the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to th certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency, LLC P. O. BOX 828 Opelika AL 36803	CONTACT NAME: Lisa Benefield PHONE (A/C, No, Ext): 334-749-3401 FAX (A/C, No): 334-745-8785 E-MAIL ADDRESS: lisa.benefield@marshmma.com
INSURED Southworth-Milton, Inc. Milton CAT 100 Quarry Dr. Milford MA 01757	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Great American Insurance Company — 16691 INSURER B : Illinois Union Insurance Company — 27960 INSURER C : Federal Insurance — 20281 INSURER D : Zurich American Insurance Company — 16535 INSURER E : Travelers Casualty and Surety Company o — 31194 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 938938333 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOI INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THI CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC X OTHER: Proj/Loc per Con	Y	Y	GLO292517813	2/1/2021	2/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	BAP292517913	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	TUU367410514	2/1/2021	2/1/2022	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N / N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC292519108	2/1/2021	2/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B E C	Pollution Liability Crime/Fidelity BPP/Contractors Equip.			PPIG28214728002 105739038 35901436	2/1/2020 2/1/2021 2/1/2021	2/1/2022 2/1/2022 2/1/2022	$5,000,000 $1,000,000 $1,000,000	$250,000 Ret. $25,000 $15,000 Ded.

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Cyber Liability coverage is included under Travelers Casualty & Surety Company of America policy 105739038 subject to a $5,000,000 per claim limit, and $50,000 retention. Riggers Liability coverage is included under Federal Insurance Company policy 664-11-57 (1/1/2021-1/1/2022) subject to a $500,000 any one occurrence limit and $1,000 deductible.
Re: OSSMP for 3406 4RG01054

General Liability and Auto Liability Additional Insured Status is granted to Town of Amherst if required by a written, signed, and dated contract, agreement or permit. All coverage is subject to the terms, conditions and exclusions contained in the policy form and endorsements. Town of Amherst as required by contrac are named additional insured on a primary and non contributory basis.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PETER J. KRAUSE

© 1988-2014 ACORD CORPORATION. All rights reserve

Attachment: DOC121521-1215021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
Southworth-Milton, Inc 100 Quarry Dr. Milford, MA 01757	508-634-5540
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1c. NYS Unemployment Insurance Employer Registration Number of Insured 7753883
	1d. Federal Employer Identification Number of Insured or Social Security Number 02-0258444
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	3a. Name of Insurance Carrier Zurich American Insurance Company
Town of Amherst 5583 Main Street Williamsville, NY 14221	3b. Policy Number of Entity Listed in Box "1a" WC 2925191-08
	3c. Policy effective period 02/01/2021 to 02/01/2022
	3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) all ☐ excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Susan B. Kendziora
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Susan B. Kendziora 01/11/2021
(Signature) (Date)

Title: Vice President - Underwriting Services

Telephone Number of authorized representative or licensed agent of insurance carrier: 800-382-2150

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17)

www.wcb.ny.gov

Attachment: DOC121521-1215021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
Southworth-Milton, Inc.
100 Quarry Drive
Milford, MA 01757

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
508-634-3400

1c. Federal Employer Identification Number of Insured or Social Security Number
02-0258444

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Williamsville, NY 14221

3a. Name of Insurance Carrier
The Standard Life Insurance Company of New York
333 Westchester Avenue, West Building, Suite 300
White Plains, New York 10604

3b. Policy Number of Entity Listed in Box "1a"
758666

3c. Policy effective period
1/1/2021 to 12/31/2021

4. Policy provides the following benefits:
- [X] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed ~~1/29/2021~~ By Erica Castellanos
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 781-245-1901 x0338 Name and Title Erica Castellanos, Account Manager

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)
SNY 13206

DB-120.1 10-17

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

Brewer, ME (207) 989-1890
Cranston, RI (401) 946-6450
Richmond, VT (802) 434-4228
Scarborough, ME (207) 883-9586
Wareham, MA (508) 291-1200
Batavia, NY (585) 815-6200
Binghamton, NY (607) 772-6500
Clifton Park, NY (518) 877-8000
Syracuse, NY (315) 476-9981
Londonderry, NH (603) 665-4500
Milford, MA (508) 634-3400

SERVICE ESTIMATE

ESTIMATE NUMBER: SCQT11805
ESTIMATE DATE: 0
ESTIMATE EXPIRES: 12/2/2021
1/31/2022

BILL TO

Town of Amherst
1042 N Forest Rd
Williamsville, NY 14221
USA

SHIP TO

Town of Amherst
1042 N Forest Rd
Williamsville, NY 14221
USA
Buffalo, NY 14221
USA

SERVICE QUOTE #	DATE	CUSTOMER ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR0637047	10/12/2021	0569567	0569567	Batavia	Engine	1 of 1

SALESPERSON	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	EMAIL
Yauchzee, Christopher	erik		

MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT NUMBER	ENGINE SERIAL NUMBER	HOURS
AA	3406 EPG	4RG01054		EMP 5058	1024

QUOTE LINE	DESCRIPTION	WORK ORDER	QUANTITY
1	REPLACE - HOOD TILT ACTUATOR		

ESTIMATE TO INCLUDE:

COST TO UPDATE LOUVER MOTORS AND REWIRE CIRCUIT SO LOUVERS OPEN IF LOUVER MOTOR FAILS.

Miscellaneous

1		Environmental Services	97.60	97.60
4	SVCOWM_035	SCHNEIDER MA-419 ACTUATOR	626.76	2,507.06
1	SVCOWM_035	FREIGHT	135.00	135.00
60	NYMileage	New York Mileage	3.00	180.00
1	SVCOWM_035	MISC. WIRING, HARDWARE, ETC.	337.50	337.50

Total Segment Parts 0.00 Total Segment Labor
2,380.50
Total Segment Miscellaneous 3,257.16

Segment Total 5,637.66

Total Invoice Parts 0.00 Total Invoice Labor
2,380.50
Total Invoice Miscellaneous 3,257.16

The estimate provided to you is based on what can be reasonably observed by a Milton CAT Product Support Representative. If, during actual repairs, additional worn or failed components are discovered, you will be contacted with an updated estimate that will include a breakdown of additional parts and/or labor. No additional repairs will be made without the customer's approval.

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

Any steam cleaning necessary to complete this service will be additional to this estimate.

This estimate is contingent on all remanufactured parts being acceptable for full core credit.

Transportation, freight, tax, miscellaneous supplies and environmental charges are not included unless otherwise noted.

We greatly appreciate the opportunity to estimate this repair for you, and look forward to providing you the best service in the industry.

Estimate Amount	5,637.66

Terms are n/30 with approved credit

CUSTOMER PURCHASE ORDER

CUSTOMER PRINTED NAME

CUSTOMER SIGNATURE

DATE

Agreed to and Accepted by:

SOUTHWORTH-MILTON, INC.

By: _____
Signature

Martin C. Jenkins
Print Name

Service Manager
Title

Date: 12/9/21

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

Milton CAT

Power Systems Division

Southworth-Milton, Inc.
101 Quarry Drive
Milford, MA 01757
508.634.5559 tel
www.miltoncat.com

April 1, 2021

To Whom It May Concern:

Southworth-Milton, Inc. (DBA Milton Cat) with its primary offices at 100 Quarry Drive, Milford, MA 01757 ("Dealer"), is an authorized independent dealer of various models of Cat® branded machines, equipment, engines, generators, oils and spare parts, including Cat Switchgear ("Cat® products"). As an authorized Cat dealer, Southworth-Milton, Inc. provides prompt, competent services for Cat® products in the Service Territory listed below (the "Service Territory").

The entire state of Maine, Massachusetts, New Hampshire, Rhode Island and Vermont.

In the state of New York: The Counties of Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Montgomery, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, St. Lawrence, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, and Yates.

Southworth-Milton, Inc. is the only Cat dealer with 12 approved full-service locations in the Service Territory.

If you have any questions, or require additional information, please contact me at the number below.

Sincerely,

Scott Martel
Scott Martel (Apr 6, 2021 07:46 EDT)

Scott Martel
Vie President
scott_martel@miltoncat.com

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

Addendum to Contract VENDOR ON SITE Major

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

M. Han CAT

Print Name of Company

By: _____

Signature

Martin C. Jenkins

Printed name

Date: 12/9/21

Agreed to and Accepted by:

Town of Amherst

By: _____

Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: Milton CAT

Signature: [signature]

Print Name: Martin C. Jenkins

Title: Service Manager

Date: 12/9/21

Sworn To Before Me This

9 Day of Dec, 2021

[signature]

Notary Public

William Yeager
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01YE6406164
Genesee County
Commission Expires March 30, 2024

Revised 4.2017

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THI CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIE BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZE REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject t the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to th certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency, LLC P. O. BOX 828 Opelika AL 36803	CONTACT NAME: Lisa Benefield PHONE (A/C, No, Ext): 334-749-3401 FAX (A/C, No): 334-745-8785 E-MAIL ADDRESS: lisa.benefield@marshmma.com
INSURED Southworth-Milton, Inc. Milton CAT 100 Quarry Dr. Milford MA 01757	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Great American Insurance Company — 16691 INSURER B : Illinois Union Insurance Company — 27960 INSURER C : Federal Insurance — 20281 INSURER D : Zurich American Insurance Company — 16535 INSURER E : Travelers Casualty and Surety Company o — 31194 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 938938333 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOI INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THI CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC X OTHER: Proj/Loc per Con	Y	Y	GLO292517813	2/1/2021	2/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	BAP292517913	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	TUU367410514	2/1/2021	2/1/2022	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC292519108	2/1/2021	2/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B E C	Pollution Liability Crime/Fidelity BPP/Contractors Equip.			PPIG28214728002 105739038 35901436	2/1/2020 2/1/2021 2/1/2021	2/1/2022 2/1/2022 2/1/2022	$5,000,000 $1,000,000 $1,000,000	$250,000 Ret. $25,000 $15,000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cyber Liability coverage is included under Travelers Casualty & Surety Company of America policy 105739038 subject to a $5,000,000 per claim limit, and $50,000 retention. Riggers Liability coverage is included under Federal Insurance Company policy 664-11-57 (1/1/2021-1/1/2022) subject to a $500,000 any one occurrence limit and $1,000 deductible.
Re: OSSMP for 3406 4RG01054

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CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PETER J. KRAUSE

© 1988-2014 ACORD CORPORATION. All rights reserve

The ACORD name and logo are registered marks of ACORD

Attachment: DOC121521-1215021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Southworth-Milton, Inc 100 Quarry Dr. Milford, MA 01757 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 508-634-5540 1c. NYS Unemployment Insurance Employer Registration Number of Insured 7753883 1d. Federal Employer Identification Number of Insured or Social Security Number 02-0258444
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier Zurich American Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WC 2925191-08 3c. Policy effective period 02/01/2021 to 02/01/2022 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) all ☐ excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Susan B. Kendziora
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Susan B. Kendziora 01/11/2021
(Signature) (Date)

Title: Vice President - Underwriting Services

Telephone Number of authorized representative or licensed agent of insurance carrier: 800-382-2150

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17)

www.wcb.ny.gov

Attachment: DOC121521-1215021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
Southworth-Milton, Inc.
100 Quarry Drive
Milford, MA 01757

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
508-634-3400

1c. Federal Employer Identification Number of Insured or Social Security Number
02-0258444

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Williamsville, NY 14221

3a. Name of Insurance Carrier
The Standard Life Insurance Company of New York
333 Westchester Avenue, West Building, Suite 300
White Plains, New York 10604

3b. Policy Number of Entity Listed in Box "1a"
758666

3c. Policy effective period
1/1/2021 to 12/31/2021

4. Policy provides the following benefits:
- [X] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed ~~1/29/2021~~ By Erica Castellanos
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 781-245-1901 x0338 Name and Title Erica Castellanos, Account Manager

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)
SNY 13206

DB-120.1 10-17

Attachment: DOC121521-12152021103117 (RES-2021-1115 : Highway Department Back Up Generator Repair and Service Approval)

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25075 **RESOLUTION 2021-1116** **ADOPTED**

HM Insurance Group-Stop Loss Coverage 2022 CRS#3042

BE IT RESOLVED that the Town Board hereby authorizes the Supervisor to sign an agreement with HM Insurance Group for the provision of Stop Loss coverage for calendar year 2022 as detailed on the attached rate proposal, contingent upon successful completion of the Town's contract routing process.

12/20/2021
Consent

FINANCIAL IMPACT:

A9060-0393

A9060-0394

$335,532

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

HM LIFE INSURANCE COMPANY OF NEW YORK
HM INSURANCE GROUP hmig.com

STOP LOSS PROPOSAL FOR
Town of Amherst

Sales Representative: Victor Parker
Broker: AP BENEFIT ADVISORS LLC
TPA: Independent Healthcare

Effective Date: 01/01/2022
Through Date: 12/31/2022

Provider Network(s): Independent Health, RBP –Payor Compass, PHCS
Utilization Review Vendor(s): Independent Health / NOVA

Specific: (Check one)	Lives	Current	☒ Renewal	☐ Option 1	☐ Option 2
Specific Deductible (per Covered Participant)		$275,000	$275,000	$300,000	$325,000
Policy Year Maximum Specific Benefit		Inforce	Unlimited	Unlimited	Unlimited
Lifetime Maximum Specific Benefit		Inforce	Unlimited	Unlimited	Unlimited
Covered Benefits		Med, Rx Card	Med, Rx Card	Med, Rx Card	Med, Rx Card
Specific Premium					
Single Rate	199	$13.54	$20.23	$18.13	$16.29
Family Rate	475	$33.83	$50.39	$45.71	$41.64
Total Lives	**674**				
Estimated Contract Specific Premium		$225,165	$335,532	$303,841	$276,249
Contract Aggregating Specific Loss Fund		$150,000	$150,000	$150,000	$150,000
Contract Basis		96/12	108/12	108/12	108/12
Commission		0.00%	0.00%	0.00%	0.00%

Note: This proposal is not complete unless accompanied by the proposal notes and the basis of offer noted on the following pages.

Individual Special Requirements:

Attachment: HM Insurance Company (RES-2021-1116 : HM Insurance Group-Stop Loss Coverage 2022 CRS#3042)

HM LIFE INSURANCE COMPANY OF NEW YORK
HM INSURANCE GROUP hmig.com

PROPOSAL NOTES

- The rates in this proposal are firm. Please provide a signed proposal.
- Large claim data must be submitted for any claims that are at or have the likelihood to exceed 50% of the group specific deductible. Large claim data must include: age, sex, diagnosis, prognosis, treatment plan, case management notes (if applicable), Pre-Cert and paid/pended claims.
- The specific rates in this proposal are based on an aggregating specific arrangement. Total Specific Liability includes estimated contract specific premium and the aggregating specific fund.
- This proposal includes Advanced Specific Funding.
- Human Organ Transplant benefits are payable in accordance with the underlying plan and are subject to the proposed Lifetime Maximum Specific Benefit offered within this proposal.
- This proposal assumes Reference Based Pricing is in place for Out of Network Claims (140% of Medicare).

PROPOSAL ACCEPTANCE

Please acknowledge acceptance of the terms in this proposal by signing and returning by 11/29/2021 (no signed proposal will be accepted after the effective date). Please also indicate which option is chosen by checking the appropriate box on the previous page. Failure to remit the signed agreement within the same period will result in updated large claim disclosure (and claims) being required for our review. All payments after the effective date of this policy, found on the previous page, must use the rates selected. Any deviation from the rates specified could result in an underpayment leading to a possible policy cancellation.

Signature: _____ Title: _____

Accepted on the _____ day of _____, 20_____

Attachment: HM Insurance Company (RES-2021-1116 : HM Insurance Group-Stop Loss Coverage 2022 CRS#3042)

Coverage is underwritten by HM Life Insurance Company, Pittsburgh, PA, in all states except New York under policy form series HMP-SL (11/16), HMP-SL (08/19) or HMP-SL (06/20) or similar. In New York, coverage is underwritten by HM Life Insurance Company of New York, New York, NY, under policy form series HMP-SL (11/16) or HMP-SL (06/20) or similar. The coverage requested may not be available in all states and is subject to individual state approval.

HM LIFE INSURANCE COMPANY OF NEW YORK
HM INSURANCE GROUP hmig.com

initials: _____ date: _____

BASIS OF OFFER

Assumptions

- This proposal is subject to revision if there is a change in effective or renewal dates, or a change in the plan of benefits.
- This proposal is based on the utilization of the Provider Network(s) and the Utilization Review Vendor(s) listed on this proposal.
- This proposal assumes a minimum participation level of 75% applies for all eligible enrollees under a contributory plan, and 100% under a non-contributory plan.
- This proposal assumes the plan of benefits includes a pre-certification, utilization review and large case management program.
- This proposal is based on a description of the employee benefit plan(s) provided and approved by HMIG, employee and dependent census data, submission of any requested claim information, plus any other information relevant to the underwriting risk. If any of the information was incorrect or changes the risk involved, the rates will be modified, and the specific claims will be adjusted accordingly.
- Surcharges (including the bad debt and charity surcharge portion of the New York Reform Act applicable to services are rendered in New York State), pool charges, and/or covered lives assessments may be covered under the stop loss policy if such charges are considered a claim cost. HM is not responsible for the filing, and/or payment of any assessment for which HM is not directly liable including but not limited to the New Hampshire Vaccine Assessment as modified by NH HB 664.
- All standard Policy provisions apply. The laws of the state where the policy is issued will apply. Certain exclusions and limitations may apply.
- Retirees are included in the stop loss coverage.
- This proposal will expire on the proposed effective date.
- Unless otherwise limited or excluded by the stop loss policy or under the Individual Special Requirements, eligible claim expenses under the stop loss policy will follow the covered underlying plan, up to the proposed Specific Benefit Maximum.
- The Agent is properly licensed and appointed by HMIG.
- The initial rates are guaranteed for the proposed policy period unless otherwise noted.
- There are not more than 15% COBRA participants.

Qualifications

- Any stop loss insurance requested and requested effective date of that coverage must be approved by us under our current rules and practices.
- The premium rates are subject to change should the number of employees change by 10% or more, either in total and/or by single/family mix.
- If the descriptions of the benefits or plan provisions differ from what was initially utilized to underwrite the risk, an updated Plan Document or other acceptable plan description is required within 30 days of the proposed effective date, and the premium rates may be subject to re-rating, retro-active to the effective date.
- Quote assumes the Plan Document will include traditional industry provisions and definitions including, but not limited to the following: eligibility, HIPAA, termination provisions, extension for leave of absence or disability, FMLA, subrogation, transplants, COB, exclusions for job related injuries, experimental and cosmetic treatment, felonies, usual and customary charges, war, not medically necessary, traveling outside of the U.S. solely for the purpose of receiving medical care. In the event that a Plan Document is not available within 30 days from the proposed effective date, we reserve the right to issue the Policy assuming standard exclusions will apply.
- HIPAA Privacy rules permit the release of Protected Health Information (PHI) for the purpose of evaluating and accepting risk associated with the Plan Sponsor as part of "Health care operations". HMIG will use this information solely for the purpose of evaluating and accepting the risk and will not disclose any PHI collected except to perform this risk evaluation.
- The rates in this proposal are based on the disclosure of all individuals considered a special enrollee due to having previously satisfied the plan's lifetime maximum. Written acceptance by HM must be acknowledged before terms of coverage for such individuals are included under HM's stop loss policy.

Coverage is underwritten by HM Life Insurance Company, Pittsburgh, PA, in all states except New York under policy form series HMP-SL (11/16), HMP-SL (08/19) or HMP-SL (06/20) or similar. In New York, coverage is underwritten by HM Life Insurance Company of New York, New York, NY, under policy form series HMP-SL (11/16) or HMP-SL (06/20) or similar. The coverage requested may not be available in all states and is subject to individual state approval.

Attachment: HM Insurance Company (RES-2021-1116 : HM Insurance Group-Stop Loss Coverage 2022 CRS#3042)

- Any stop loss policy issued by us may be rescinded or re-underwritten if any information requested in connection with this proposal was intentionally concealed or misrepresented by or on behalf of the Applicant and/or the Applicant's Agent, or if the Applicant and/or the Applicant's Agent commits fraud.
- As used above: An "Agent" is the Applicant's representative, including but not limited to, the agent, producer or broker of record, or Claims Administrator. The "Applicant" is the entity, or that entity's authorized representative, that has contracted with us to provide stop loss coverage. A "Claims Administrator" is a third party administrator (TPA) designated by the Applicant and approved by us. "Claim Information" consists of Complete Details of the data requested by us in connection with this proposal following a Diligent Review; such information includes but is not limited to Know or potential catastrophic claims, large claims and/or shock losses. "Complete Details" includes the name, social security number (or unique identifier), date of birth, diagnosis, prognosis (unless prognosis cannot be obtained due to reasons beyond your or your Claims Administrator's control) of the plan's participants and the name of the provider providing treatment to any such participant covered by or eligible for coverage. A "Diligent Review" consists of a complete review by you, and/or your Claims Administrator and/or your Agent prior to the date Known or potential catastrophic claims, large claims and/or shock losses are requested by us in connection with this proposal. "Disclosure" consists of Complete Details and any other documentation requested by us in connection with this proposal following a Diligent Review including but not limited to census information and Claim Information. We consider information in connection with this proposal "Known" if, prior to the date or dates we request such information (including but not limited to Disclosure and Claim Information) a reasonable person can assume that you, and/or your Claims Administrator and/or your Agent had knowledge of any information that affects or may affect the administration or underwriting of any coverage issued following acceptance of coverage by us.

Attachment: HM Insurance Company (RES-2021-1116 : HM Insurance Group-Stop Loss Coverage 2022 CRS#3042)

Coverage is underwritten by HM Life Insurance Company, Pittsburgh, PA, in all states except New York under policy form series HMP-SL (11/16), HMP-SL (08/19) or HMP-SL (06/20) or similar. In New York, coverage is underwritten by HM Life Insurance Company of New York, New York, NY, under policy form series HMP-SL (11/16) or HMP-SL (06/20) or similar. The coverage requested may not be available in all states and is subject to individual state approval.

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25119 **RESOLUTION 2021-1117** **ADOPTED**

Extension of Third Party Administrator Services for Workers' Compensation CRS #3071 (Orig CRS/CMS #898/1280)

BE IT RESOLVED, the Town Board authorizes the Supervisor to sign an extension of the current contract for Third Party Administrators for Workers' Compensation with PMA Management Corp. Subject to successful completion of the contract routing process. This contract will be effective through December 31, 2022.

12/20/2021
Consent

FINANCIAL IMPACT:

Account # R1915-4090

AMT-TBD

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

TOWN OF AMHERST
DEPARTMENT OF HUMAN RESOURCES

ERIE COUNTY, NEW YORK

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7025
FAX 716-631-7065

ROBERT P. McCARTHY, ESQ.
Director of Human Resources

PMA Management Corp. agrees to hold prices and extend the current contract with the Town of Amherst for Third Party Administrator Services for Workers' Compensation (CRS-CMS ID #898/1280).

This contract will be extended for a one-year period from January 1, 2022 to December 31, 2022.

SIGNED:

Frank X Altiere
PMA Management Corp.

DATED 12-9-21

Brian J. Kulpa, Supervisor
Town of Amherst

DATED

State of: Pennsylvania
County of: Montgomery

This record was acknowledged before me on 12/9/21 by Frank X Altiere as President of PMA Management Corp. as it's representative.

Darlene J Lee 12/9/21
Notary Republic

Commonwealth of Pennsylvania - Notary Seal
Darlene J. Lee, Notary Public
Montgomery County
My commission expires December 23, 2022
Commission number 1020491
Member, Pennsylvania Association of Notaries

Attachment: PMA-Notarized contract ext 1.1.22-12.31.22-12102021111612 (RES-2021-1117 : Extension of Third Party Administrator Services-

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25132 **RESOLUTION 2021-1118** **ADOPTED**

Extended Sick Leave of Absence Without Pay/Youth & Recreation

Please authorize an Extended Sick Leave of Absence Without Pay to Lisa Bianco, Clerk Typist at the Youth & Recreation Department. Effective December 6, 2021 through January 6, 2022.

12/20/2021
Consent

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: 12/20/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25091 **RESOLUTION 2021-1119** **ADOPTED**

Recreation Attendant - PT / Youth & Recreation (2 Positions)

Recreation Attendant-PT/Youth & Recreation (2 positions), Effective December 21, 2021, Temporary, $12.50 ph, Step 1 for Madeline Moslow and Elyse Crimi.

Filling vacancies in part-time staff from reduced availability.

12/20/2021
Consent

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: 12/20/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25092 **RESOLUTION 2021-1120** **ADOPTED**

Recreation Attendant - PT / Youth & Recreation

Recreation Attendant - PT / Youth & Recreation, Effective December 21,2021, Temporary, $13.50 ph, Step 1 for Hannah Burns.

Filling a vacant position due to reduced availability of our current part-time staff.

12/20/2021
Consent

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: 12/20/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25110 **RESOLUTION 2021-1121** **ADOPTED**

Laborer Crew Chief/Youth & Recreation

Please appoint a Laborer Crew Chief to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective December 21, 2021, at an hourly rate of $24.21, Step F for Connor Lennon.

This appointment is a promotion for an employee currently serving as a Laborer in the Youth & Recreation Department and is replacing an employee who resigned.

12/20/2021
Consent

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: 12/20/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25148 **RESOLUTION 2021-1122** **ADOPTED**

Clerk-PT / Senior Services

Clerk-PT / Senior Center, Effective December 21, 2021, Temporary, $15.79 ph, Step 5 for Christine Luehrsen.

Contingent on completing all pre-employment requirements.

Replacing an employee who resigned.

12/20/2021
Consent

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: 12/20/21 07:00 PM
Department: Information Technology
Initiated by: **David J. Willer**
Co-Sponsored by: **Councilmember Shawn Lavin**

DOC ID: 25141 **RESOLUTION 2021-1123** **ADOPTED**

Authorize Extension to Piggyback Under PEPPM Technology Cooperative Purchasing Program - CRS #3067

WHEREAS, the Information Technology Department currently has a piggyback contract in place with Communications Consulting Inc., for purchasing Sophos and Alcatel-Lucent products under PEPPM Technology Cooperative Purchasing Program Bid #528897 (original CRS/CMS #1666/1901), which expires on December 31, 2021; and

WHEREAS, this contract for Sophos and Alcatel-Lucent products has been extended by PEPPM through December 31, 2022; and

WHEREAS, the Information Technology Department is requesting approval for the extension of the PEPPPM Technology Cooperating purchasing program for Sophos and Alcatel-Lucent products;

NOW, THEREFORE, BE IT RESOLVED, the contract extension term is hereby approved through December 31, 2022; and

BE IT FURTHER RESOLVED, a waiver of insurance is requested due to the fact that Communications Consulting Inc. employees will not be coming on Town property; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract extension with Communications Consulting, Inc.

12/20/2021
Consent

FINANCIAL IMPACT:

on an as needed basis

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Shawn Lavin
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

Communications Consulting Inc. agrees to hold prices and extend the current contract with the Town of Amherst to participate in the purchase of **Alcalet-Lucent** and **Sophos** products under the PEPPM Technology Cooperative Purchasing program.

This extension agreement shall be from January 1, 2022 through December 31, 2022.

Agreed to and Accepted by:

Communications Consulting Inc.

By: Bruce S Ray
Signature

Brooks Ray
Printed Name

President
Title

Date: 12/3/2021

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: cci peppm ext (RES-2021-1123 : Authorize Extension to Piggyback Under PEPPM Technology Cooperative Purchasing Program -

Alcatel-Lucent

Product Line Addendum

Attachment: cci peppm ext (RES-2021-1123 : Authorize Extension to Piggyback Under PEPPM Technology Cooperative Purchasing Program -

Addendum
to the
PEPPM Terms and Conditions and
Awarded Vendor Agreement

This Addendum to the PEPPM Terms and Conditions and the Awarded Vendor Agreement (the "Agreements") between **Alcatel-Lucent Enterprise** ("Vendor"), and Central Susquehanna Intermediate Unit (hereinafter the "Lead Agency" or "CSIU" or "Agency" [as defined in the PEPPM Terms and Conditions]) ("hereafter the parties") indicates the desire of the Parties to extend the term of the Agreement for **Alcatel-Lucent** products ("Product Line").

WHEREAS, Vendor and Lead Agency are parties to the Awarded Vendor Agreement (the "Agreement"); and

WHEREAS, Vendor and the Lead Agency are parties to the PEPPM Terms and Conditions (the "Terms and Conditions"); and

WHEREAS, Vendor and Lead Agency now desire to amend the Agreement and the Terms and Conditions; and

NOW, THEREFORE, the parties agree to amend the Agreement and the Terms and Conditions as follows:

I. Term

With the execution of this addendum, all bid and contract language of the PEPPM awarded bids relative to the Term of the Agreement shall include an extension of the term from January 1, 2022 through and including December 31, 2022.

II. Other Terms

All other terms and conditions of the Agreements will remain the same unless amended by this Addendum.

III. Expansion States

If Vendor agreed to extend its PEPPM bid pricing to other states via the State Selection Form, those extensions will continue through December 31, 2022 unless modified by an amendment to the State Selection Form.

Attachment: cci peppm ext (RES-2021-1123 : Authorize Extension to Piggyback Under PEPPM Technology Cooperative Purchasing Program -

CSIU use only:

CENTRAL SUSQUEHANNA INTERMEDIATE UNIT

Amy Pfleegor
Witness

By John Kurelja
CSIU Executive Director

Print Names Above:

Signature

Signature

Date: August 19, 2021

Date: August 19, 2021

[signatures continued on following page]

Attachment: cci peppm ext (RES-2021-1123 : Authorize Extension to Piggyback Under PEPPM Technology Cooperative Purchasing Program -

Vendor Name (if corporation) _____

_____ By Stephan Robineau, President ALE USA Inc

Corporate Secretary (or designee) Corporate President (or designee)

_____ _____

Designee Title (If not Corporate Secretary) Designee Title (If not Corporate President)

Print Names Above:

_____ Stephan Robineau

Signature Signature

(CORPORATE SEAL)

Date: _____ Date: 7/23/2021

Vendor Name (if unincorporated) _____

_____ By _____

Witness Owner

_____ _____

Title Designee Title (If not Owner)

Print Names Above:

_____ _____

Signature Signature

Date: _____ Date: _____

Attachment: cci peppm ext (RES-2021-1123 : Authorize Extension to Piggyback Under PEPPM Technology Cooperative Purchasing Program -

Attachment: cci peppm ext (RES-2021-1123 : Authorize Extension to Piggyback Under PEPPM Technology Cooperative Purchasing Program -

Alcatel·Lucent
Enterprise

Vendor Contacts and Ordering Instructions

To assure PEPPM bid protection, all PEPPM orders must be faxed to PEPPM at **800-636-3779**, emailed to **orders@peppm.org** or placed online through Epylon eCommerce. In the body of the purchase order, please include the following language: "As per PEPPM".

Product Line: Alcatel-Lucent Enterprise

Introduction

The Alcatel-Lucent Enterprise (ALE USA Inc.) vision is to enrich people's lives by transforming the way the world communicates. Born with an unparalleled ability to offer end-to-end communications solutions to our customers, we are focused on enhancing client relationships and enriching the lives of people through communications. Expert, driven, intuitive, innovative, Alcatel-Lucent is the first truly global communications solutions provider, with the most complete end-to-end portfolio of solutions and services in the industry.

We have a clear vision of where networks are going, a deep understanding of customer needs, and an energetic culture of technical excellence and innovation. We are a leader in all the major areas that define next-generation networks. We employ the largest and most experienced services team in the industry, with operations in more than 130 countries. We are a local partner with global reach.

Determined and resourceful, we focus on creating long-term value for all of our constituents -- including customers, shareholders, employees and the communities in which we live and work. Every business needs a communications solution that delivers business value, supports the latest applications and can grow with their company. Yet, every enterprise faces unique business challenges that require individually tailored solutions that will help keep their communications protected and connected, and help their businesses grow.

To take advantage of what Alcatel-Lucent Enterprise has to offer, we have included a list of authorized Resellers to whom you can purchase product and services.

For more information (all States), feel free to contact:	**Corporate Address:**
Tonya Craig 770-773-6356 tonya.craig@al-enterprise.com	ALE USA, Inc. 26801 Agoura Road Calabasas, CA 91301

Placing an Order via Fax or Email:

1. Locate product and prices on PEPPM.org or through a sales representative.
2. Our posted PEPPM prices are for a quantity of 1. Contact a local Alcatel-Lucent Enterprise Reseller for quotes on larger quantities.
3. Select one of the authorized resellers listed below and address the orders to:
   Selected Reseller Name
   Reseller Address
4. All quotes and orders should state "As per PEPPM."
5. Fax the completed order to **800-636-3779** or email to **orders@peppm.org**.
   a. Your order will be reviewed and edited by PEPPM Staff.
   b. You will be contacted to make any necessary corrections.
   c. Your order will be issued to the vendor within 24 hours during the business week after all (if any) corrections are made.
   d. Your order will be archived for audit support.
6. Standard shipping is included on all orders over $500.00.

Placing an order Online:

Before placing an online order, make sure that your Ship-to Address has been entered by the individual in your organization that manages your Epylon information. Click on My Profile_My Ship-to Addresses to view the addresses available on your account. If it is not listed, you must add it before creating the PO form. Ship-to Addresses are added under Accounts_Ship-to Addresses.

1. Login to Epylon at www.epylon.com.
2. Click on the Contracts tab.
   a. Choose between a "line item" or "contracts" search.
   b. Select **Alcatel Lucent Enterprise** from the Vendor (Awardee) list.
   c. Click "Search."
3. Add selected line items to a List.
4. Assign a reseller to the item by checking the box next to the item and clicking the "Assign Distributor" button.
5. To request a volume price break, add items to a Spot Price Check form along with your desired quantity and a Response Due Date. The vendor will be notified of your request via email. Once they respond, you'll be notified and can view the response on Epylon. (After viewing a winning response, continue with the instructions that follow.)
6. Add selected items to a Purchase Order form.
7. Click "Submit" after entering a valid PO number and shipping address.
   a. The PEPPM contract will automatically be referenced in your PO.
   b. You will retain a copy of the sent purchase order in your Epylon account. A Printable Version is also available.
   c. The order will immediately be viewable by the vendor.
   d. Your order will be archived for audit support.
8. Standard shipping is included on all orders over $500.00.

For any assistance using Epylon, contact service@epylon.com or call 888-211-7438.

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Reseller Listing

Orders may not be sent directly to these resellers. All orders must be placed through the PEPPM fax number (800-636-3779), email address (orders@peppm.org) or Epylon eCommerce (www.epylon.com) to assure PEPPM bid protection.

Select one of the authorized resellers/dealers listed below and address the orders to:

Selected Reseller Name
Reseller Address

A+ Technology & Security Solutions
1490 N. Clinton Ave
Bayshore, New York 11706
Morgan Munoz
877-797-6197
info@aplustechnology.com

AAA Solar Electric, Inc.
1182 North Knollwood Circle
Anaheim, California 92801
David Ngo
714-484-2711
dngo@aaasolarelectric.com

Applied Network Solutions
11195 Seabeck Hwy NW
Seabeck, WA 98380
John Stallings
360-434-0055
john@apnetso.com

Argent Associates Inc.
140 Fieldcrest Avenue
Edison, New Jersey 08837
Michael Barry
732-512-9009
mbarry@argentassociates.com

Axcelerate Networks Inc.
490 N 1st Street
San Jose, CA 95112
Monique Ortiz
408-637-4727 Ext 17
monique@axceleratenetworks.com

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Comm-Works
3810 Concorde Pkwy
Suite 500
Chantilly, VA 20151
George Nagy
703-550-0200
gnagy@comm-works.com

Communications Consulting, Inc.
120 Mt. Pleasant Road
Warrendale, PA 15086
Brooks Roy
412-697 3356
brooks@cci-pgh.com

Dagostino Electronic Service
600 Mifflin Road
Pittsburgh, PA 15207
Robert Dagostino
412-306-7307
BobD@descomm.com

Data-Link Corporation
98 Main Street
South Meriden, CT 06451
Fred Robertson
203-379-2831
frobertson@datalinkcorp.com

Dice Communications
2504 S. 156th Circle
Omaha, NE 68130
Zach Dice
877-331-2923
zdice@dicellc.com

Eastern DataComm, Inc.
44 Commerce Way
Hackensack, New Jersey 07601
Al Harnisch
201-457-3311
aharnisch@easterndatacomm.com

Genie Innovations, LLC
93 Farmstead Lane
Windsor, CT 06095
George J. Taylor, Jr.
860-610-6006
gtaylor@ip-genie.com

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HiLine Technology Solutions, LLC
150 2nd St SW
Valley City, ND 58072-3302
Jerrod Anderson
701-516-0184
jerrod@hilinetech.com

Lightning Technology, Inc.
970 Calle Negocio
San Clemente, CA 92673
Michael Westcott
714-606-3142
mwestcott@lightningtechnology.com

LightSpeed Technologies, Inc.
1829 Celeste Drive, Building 1
Wall, NJ 07719
Joe Caruso
917-882-8455
joecaruso@lighstpeedt.com

Magothy Technology, LLC
108 6th Ave NE
Glen Burnie, Maryland 21060
Mike Davis
410-360-7777
mdavis@magothytech.com

Melsernet, Inc.
310 North Alabama, Suite B100
Indianapolis, IN 46204
Serge Melki
317-616-0047
serge@melsernet.com

Morse Communications
395 East Drive
Melbourne, FL 32904
Julie Woods
321-259-8479
jwoods@morsecom.com

Office Solutions, Inc.
217 Mount Horeb Rd
Warren, NJ 07059
Akim Bischoff
732-356-0200 x1127
abischoff@osi-technology.com

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Optel BCS, Inc.
150 Motor Parkway
Suite 401
Hauppauge, NY 11788
Mike Mannino
631 778-6303 Direct
mmannino@optelbcs.com

PC Network, Inc.
1315 Walnut St, Suite 1402
Philadelphia, PA 19107
Devon Jones
267-546-1173
devon.jones@pcn-inc.com

Pinnacle Networx, LLC
73888 Tallassee Highway
Wetumpka, AL 36092
Robert Farrow
334-472-2007
Bob.farrow@4pnx.com

ProComm Systems Inc.
823 Uniontown Road
Phillipsburg, NJ 08865
Daniel M. Kirlin
800-834-9422
info@procommsystems.com

Rel Comm Inc.
250 Cumberland Street, Ste 214
Rochester, NY 14605-2801
Robert Murray
(585) 546-8888
rmurray@rcomm.com

RFP Solutions, Inc.
10-F Greenwood Ave
Woodbury, NJ 08096
Paul Donahue
856-686-0888
pdonahue@rfpnj.com

Serban Sound & Communications
10010 Rosedale Hwy, A
Bakerfield, CA 93312
Brian Richards
(661) 371-3300
brian@serban.com

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Service Works, Inc.
95 Megill Road
Farmingdale, New Jersey 07727
Stephen Govel or Kristine Valles
732-919-7900
sgovel@serviceworksinc.com , kvalles@serviceworksinc.com

SHI International Corp
290 Davidson Ave
Somerset, NJ 08837
Barbara West
888-764-8888
barbara_west@shi.com

SMC Electric
509 N Washington Ave
Springfield, MO 65801
Chris Cauble
417-865-2825, 800-264-5293
ccauble@smcelectric.com

Staley Communication, Inc.
2 – 22nd Street
Wheeling, WV 26003
Chip Calissie
800-999-3723
ccalissie@staleycom.com

Telspan, Inc
52 Connecticut Ave, Suite B
South Windsor, CT 06074
Frank M. Ferrall
860-761-1400
fferrall@telspan.net

TwoTrees Technologies
200 North Emporia Suite 300
Wichita, KS 67202
Susie D. Smith
316-634-4302
ssmith@twotrees.com

Turtle & Hughes
1900 Lower Rd
Linden, NJ 07036
Eric Dowson
908-358-6089
eric.dowson@turtle.com

Attachment: cci peppm ext (RES-2021-1123 : Authorize Extension to Piggyback Under PEPPM Technology Cooperative Purchasing Program -

UT Networks
5730 Uplander Way
Suite 104
Culver City, CA 90230
Rick Manesh
310-746-7400
RickM@utnetworks.com

Vector Resources, Inc.
3530 Voyager Street
Torrance, CA 90503
Mark Allen
310-436-1008
mallen@vectorusa.com

Attachment: cci peppm ext (RES-2021-1123 : Authorize Extension to Piggyback Under PEPPM Technology Cooperative Purchasing Program -

State Selection Form

PEPPM 2019 Product Line Bid - Pennsylvania

Awarded Vendor Name: ALE USA Inc.

Product Line: Alcatel-Lucent Enterprise

STATE	K-14 Education	Government	Higher Ed.	STATE	K-14 Education	Government	Higher Ed.
ALL Expansion States listed	X	X	X	Montana			
ALL Continental Expansion States listed				Nebraska			
Alabama				Nevada			
Alaska				New Hampshire			
Arizona				New Jersey			
Arkansas				New Mexico			
*California				New York			
Colorado				North Carolina			
Connecticut				North Dakota			
Delaware				Ohio			
Florida				Oklahoma			
Georgia				Oregon			
Hawaii				Pennsylvania - Available by bid only	---	---	---
Idaho				Rhode Island			
Illinois				South Carolina			
Indiana				South Dakota			
Iowa				Tennessee			
Kansas				Texas			
Kentucky				Utah			
Louisiana				Vermont			
Maine				Virginia			
Maryland				Washington			
Massachusetts				West Virginia			
Michigan				Wisconsin			
Minnesota				Wyoming			
Mississippi				District of Columbia			
Missouri				Puerto Rico			

Please indicate your willingness to extend PEPPM 2019 Pennsylvania Product Line Bid Terms and Conditions and prices to other states, government agencies and higher educational institutions by placing an "X" in the appropriate area of the spreadsheet. It is necessary for you to complete a separate form for each Product Line you are bidding.

Note: Awarded Vendors may extend their bid awarded pricing to Expansion States with PEPPM approval. Expansion States are those states in which no bid has been conducted and awarded. K-14 must be selected in order to also extend to Government and Higher Education.

* You can indicate above your willingness to extend your PA bid pricing to California, however, your PA pricing will not be posted in California under PEPPM. It will be up to each California buyer to decide on whether or not they can piggyback off of the PA contract award.

Attachment: cci peppm ext (RES-2021-1123 : Authorize Extension to Piggyback Under PEPPM Technology Cooperative Purchasing Program -

Sophos, Inc.

Product Line Addendum

Attachment: cci peppm ext (RES-2021-1123 : Authorize Extension to Piggyback Under PEPPM Technology Cooperative Purchasing Program -

Addendum
to the
PEPPM Terms and Conditions and
Awarded Vendor Agreement

This Addendum to the PEPPM Terms and Conditions and the Awarded Vendor Agreement (the "Agreements") between **Sophos, Inc.** ("Vendor"), and Central Susquehanna Intermediate Unit (hereinafter the "Lead Agency" or "CSIU" or "Agency" [as defined in the PEPPM Terms and Conditions]) ("hereafter the parties") indicates the desire of the Parties to extend the term of the Agreement for **Sophos, Inc.** products ("Product Line").

WHEREAS, Vendor and Lead Agency are parties to the Awarded Vendor Agreement (the "Agreement"); and

WHEREAS, Vendor and the Lead Agency are parties to the PEPPM Terms and Conditions (the "Terms and Conditions"); and

WHEREAS, Vendor and Lead Agency now desire to amend the Agreement and the Terms and Conditions; and

NOW, THEREFORE, the parties agree to amend the Agreement and the Terms and Conditions as follows:

I. Term

With the execution of this addendum, all bid and contract language of the PEPPM awarded bids relative to the Term of the Agreement shall include an extension of the term from January 1, 2022 through and including December 31, 2022.

II. Other Terms

All other terms and conditions of the Agreements will remain the same unless amended by this Addendum.

III. Expansion States

If Vendor agreed to extend its PEPPM bid pricing to other states via the State Selection Form, those extensions will continue through December 31, 2022 unless modified by an amendment to the State Selection Form.

Attachment: cci peppm ext (RES-2021-1123 : Authorize Extension to Piggyback Under PEPPM Technology Cooperative Purchasing Program -

CSIU use only:

CENTRAL SUSQUEHANNA INTERMEDIATE UNIT

Amy Pfleegor
Witness

By John Kurelja
CSIU Executive Director

Print Names Above:

Signature

Signature

Date: August 19, 2021

Date: August 19, 2021

[signatures continued on following page]

Attachment: cci peppm ext (RES-2021-1123 : Authorize Extension to Piggyback Under PEPPM Technology Cooperative Purchasing Program -

Vendor Name (if corporation) Sophos Inc.

_____	By John Sullivan
Corporate Secretary (or designee)	Corporate President (or designee)
_____	Vice President and Treasurer
Designee Title (If not Corporate Secretary)	Designee Title (If not Corporate President)
Print Names Above:	
_____	John E. Sullivan John E. Sullivan (Jul 27, 2021 15:06 EDT)
Signature	Signature
(CORPORATE SEAL)	
Date: _____	Date: Jul 27, 2021

Vendor Name (if unincorporated) _____

_____	By _____
Witness	Owner
_____	_____
Title	Designee Title (If not Owner)
Print Names Above:	
_____	_____
Signature	Signature
Date: _____	Date: _____

Attachment: cci peppm ext (RES-2021-1123 : Authorize Extension to Piggyback Under PEPPM Technology Cooperative Purchasing Program -

SOPHOS
Security made simple.

Vendor Contacts and Ordering Instructions

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Product Line: Antivirus and internet content security products

Introduction

Sophos is leading cybersecurity manufacturer specializing in

- Next Generation Endpoint Protection
- Next Generation Firewall
- Email Security
- Encryption
- Mobile Security
- Wireless
- User Awareness Training.

Ron Connors
609-206-1270
Ron.connors@sophos.com
3 Van de Graaff Drive #2, Burlington, MA 01803

Placing an Order via Fax or Email:

1. Locate product and prices on PEPPM.org or through a sales representative.
2. Our posted PEPPM prices are for a quantity of 1. For volume discounts, please contact Ron Connors ron.connors@sophos.com

3. Select one of the authorized resellers listed below and address the orders to:
   Selected Reseller Name
   Reseller Address

4. All quotes and purchase orders should state "As per PEPPM."
5. Fax the completed order to **800-636-3779** or email to **orders@peppm.org**.
   a. Your order will be reviewed and edited by PEPPM Staff.
   b. You will be contacted to make any necessary corrections.
   c. Your order will be issued to the vendor within 24 hours during the business week after all (if any) corrections are made.
   d. Your order will be archived for audit support.
6. Standard shipping is included on all orders over $500.00.

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1. Login to Epylon at www.epylon.com.
2. Click on the Contracts tab.
    a. Choose between a "line item" or "contracts" search.
    b. Select **Sophos** from the Vendor (Awardee) list.
    c. Click "Search."
3. Add selected line items to a List.
4. Assign a reseller to the item by checking the box next to the item and clicking the "Assign Distributor" button.
5. To request a volume price break, add items to a Spot Price Check form along with your desired quantity and a Response Due Date. The vendor will be notified of your request via email. Once they respond, you'll be notified and can view the response on Epylon. (After viewing a winning response, continue with the instructions that follow.)
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    a. The PEPPM contract will automatically be referenced in your PO.
    b. You will retain a copy of the sent purchase order in your Epylon account. A Printable Version is also available.
    c. The order will immediately be viewable by the vendor.
    d. Your order will be archived for audit support.
8. Standard shipping is included on all orders over $500.00.

For any assistance using Epylon, contact service@epylon.com or call 888-211-7438.

Reseller Listing

Orders may not be sent directly to these resellers. All orders must be placed through the PEPPM fax number (800-636-3779), email address (orders@peppm.org) or Epylon eCommerce (www.epylon.com) to assure PEPPM bid protection.

Select one of the authorized resellers/dealers listed below and address the orders to:

Logisoft 6605 Pittsford-Palmyra Rd, Suite E1 Fairport, NY 14450 Phone: 585-598.8625 Fax: 585-249-8630 Paul Varga or Bob Long rlong@logisoft.com

Trebron Company, Inc. 5506 35th Ave, NE Seattle, WA 98105 Fax: 206-527-4288 Ph: 206-527-3477 Norbert Van Dam 206-527-3477 norbert@trebron.com

ePlus technology, Inc. 130 Futura Drive Pottstown, PA 19464 Phone: 610-495-1266 Fax: 610-495-1208 Darren Raiguel draiguel@eplus.com

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M&S Technologies, Inc. 2727 LBJ Freeway STE 810 Dallas, TX Phone: (214) 420-5800 Fax: 214-420-5888 Sean Stenovitch sean@mandstech.com

Layer3 Technologies 1645 Lyell Ave, Suite 200 Rochester, NY 14606 Phone: 585-254-1966 Fax: 585-254-2266 Dan Fenlon dfenlon@layer3direct.com

SHI International Corp 290 Davidson Ave Somerset, NJ 08873 Steven Nemeth Manager of PSG Sales O: 888 764 8888 ext 7245 F: 732 537 7247 Steven_Nemeth@shi.com

Candoris Technologies 13 Wheatland Circle Lebanon, PA 17042 Stephan Van Der Ploog Managing Partner Phone: 717.228.1286 Fax: 717.427.7003 svanderploog@candoris.com

Softchoice Corporation 314 W. Superior St. Suite 301 Chicago, IL 60654 Phone: 1 (312) 655-9002 ext. 323252 Fax: 1 (877) 310-7639 Thomas Chung Thomas.Chung@softchoice.com

TechxXtend 1157 Shrewsbury Ave Shrewabury, NJ 07702 732-389-8950 732-389-0010 (Fax) Kevin Askey Sr. Director of Sales Kevin.askew@techxtend.com

Whalley Computer Associtates, Inc. One Whalley Way Southwick, MA 01077 413-569-4200 413-569-4377 (Fax) Stephen M. Cross Director of Operations – D.A. Division Smc@wca.com

TEQ Guys, Inc. 1016 Cider Mill Dr. Gibsonia, PA 15044 412-927-1111 412-219-4514 (Fax) Brian Hess President Brian@teqguys.com

Virtualization Advisors, LLC PO BOX 23672 Tampa, FL 33623 813-579-5086 Stephen Ames President Stephen.ames@virtualizationadvisors.com

Right! Systems Inc. 2600 Willamette Dr. NE Suite C Lacey, WA 98516 1-800-571-1717 425-454-1064 (Fax) Julie Castronuevo Sales And Operations 206-973-5573 juliec@rightsys.com

CDW Government LLC 230 N. Milwaukee Ave. Vernon Hills, IL 60045 800-800-4239 847-419-6200 (Fax) Sammy Calhoun Program Manager 203-851-7022 Sammy@cdw.com

EOS Systems 72 River Park Street, Suite 4 Needham, MA 02494 781-453-2600 781-453-2601 (Fax) Stacy Arambages Director – Client Services 781-453-2600 x121 Stacya@eos-systems.com

PCMG, Inc. 14120 Newbrook Drive, Suite 100 Chantilly, VA, 20151 800-625-5468 703-378-4464 (Fax) John Crescione Sales Manager 800-625-5468 x82438 John.crescione@pcmg.com

Alternative Computer Technology 7908 Cin-Day Rd, STE W West Chester, Ohio, 45069 513-755-1957 513-755-1958 (Fax) Ken Gensheimer VP 513-755-1957 keng@altcomp.com

SGA Business Systems, Inc. 83 Haverford CT Hillsborough, NJ 08844 908-359-4626 Nancy Spadavecchia Finance Manager 732-544-8508 nSpadavecchia@sga.com

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DynTek Services, Inc. 4440 Von Karman, Suite 200 Newport Beach, CA 92660 949-271-6700 Debra Hartman MidAtlantic Sales Operations 856-834-1139 Debora.hartman@dyntek.com

Advent Communications 250 Meadowlands Blvd Washington, PA 15301 724-916-2500 Maureen Gerginski Inside Sales Manager 724-916-2500 mgerginski@adventcom.com

En-Net Services, LLC 712 N. East Street Frederick, MD 21701 301-846-9901 Ed Floyd Director of Marketing & Business Development 301-846-9901 efloyd@en-netservices.com

PC University Distributor's Inc 99 West Hawthorne Ave, Suite 521 Valley Stream, NY 11580 516-596-1500 Geoffrey Miller President 516-596-1500 GMM@pcuniversity.com

Communications Consulting Inc. 120 Mt. Pleasant Rd Warrendale, PA 15086 412-697-3356 Brooks Roy President 412-697-3356 brooks@cci-phg.com

Twinstate 291 Rand Hill Road Morrisonville, NY 12962 518-563-7100 Devi Momot 518-563-7100 x7106 President Devi_Momot@twinstate.com

Synergy 7871 Lehigh Crossing #1 Victor, NY 14564 585-758-7100 Jim Kelley 585-758-7412 Purchasing Manager jkelley@synergyits.com

Dox Electronics 105 College Ave. Rochester, NY 14607 585-473-7766 Dan Price 585-295-1915 Admin Danp@doxnet.com

Kotori Technologies, LLC 5418 A Rivers Ave North Charleston, SC 29406 843-553-8800 Neadom Tucker Owner Neadom@kotoritechnologies.com

Whalley Computer Associates, Inc One Whalley Way Southwick, MA 01077 Lori Cesan Bid Administrator lac@wca.com

TeamLogicIT Newtown, 2 Swamp Rd Newtown, PA 18940 215-968-4376 Michael Pawlikowski mikep@teamlogicit.com

Prismworks Technology_520 Hershey Rd Hummelstown, PA 17036-9414 717-697-9001 Mike Glumac mglumac@prismworks.net

ABS Solutions 30 Corporate Circle Suite 107 Albany, NY 12203 518-608-5805 Laura Smith Laura@abs-solutions.com

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State Selection Form

PEPPM 2019 Product Line Bid - Pennsylvania

Awarded Vendor Name: Sophos

Product Line: Antivirus and internet content security produc

STATE	K-14 Education	Government	Higher Ed.	STATE	K-14 Education	Government	Higher Ed.
ALL Expansion States listed	x	x	x	Montana			
ALL Continental Expansion States listed				Nebraska			
Alabama				Nevada			
Alaska				New Hampshire			
Arizona				New Jersey			
Arkansas				New Mexico			
*California				New York			
Colorado				North Carolina			
Connecticut				North Dakota			
Delaware				Ohio			
Florida				Oklahoma			
Georgia				Oregon			
Hawaii				Pennsylvania - Available by bid only	---	---	---
Idaho				Rhode Island			
Illinois				South Carolina			
Indiana				South Dakota			
Iowa				Tennessee			
Kansas				Texas			
Kentucky				Utah			
Louisiana				Vermont			
Maine				Virginia			
Maryland				Washington			
Massachusetts				West Virginia			
Michigan				Wisconsin			
Minnesota				Wyoming			
Mississippi				District of Columbia			
Missouri				Puerto Rico			

Please indicate your willingness to extend PEPPM 2019 Pennsylvania Product Line Bid Terms and Conditions and prices to other states, government agencies and higher educational institutions by placing an "X" in the appropriate area of the spreadsheet. It is necessary for you to complete a separate form for each Product Line you are bidding.

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 25163 **RESOLUTION 2021-1124** **ROLL CALL VOTE (ADOPTED)**

Local Law to Amend the Zoning Map (468 Harding Road, Z-2020-13)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR have been completed and the Town Board issues the attached Negative Declaration, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board does not concur with the findings of the Planning Board as stated in their resolution of May 20, 2021 that the proposed Traditional Single-Family Residential District (TR-3) zoning at 468 Harding Road is inconsistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that the Town Board finds that the proposed Traditional Single-Family Residential District (TR-3) zoning at 468 Harding Road is consistent with the adopted Bicentennial Comprehensive Plan because the proposal provides infill single family residential development, which is consistent in character with the surrounding neighborhood, which is predominantly single family homes.

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 Chapter 203, Section 8-3-6 of the Town Code (Zoning), the Town Board adopts Local Law (#) to amend the Town Zoning map from Residential District Three (R-3) to Traditional Single-Family Residential District (TR-3) subject to the following conditions:

1. That future development of the site be limited to single family detached residential uses.
2. That future development of the site complies with the following dimensional standards as set forth in the R-3 zoning district listed in §203-3-6.3(B) of Town Code:
   a. Principal structure shall have a minimum front setback of 30 feet.
   b. Principal structure shall have a minimum rear yard of 30 feet.
   c. Principal structure shall have a maximum height of 2 stories (up to 35 feet).
   d. Principal structure shall have a maximum building coverage of 35%
   e. Accessory structure(s) shall have a maximum building coverage (including principal structure) of 40%.

12/20/2021
A motion to approve the SEQR Determination was made by Deputy Supervisor Berger, seconded by Councilmember Szukala and approved via Roll Call vote 3-2 (nay, Kulpa &

Bucki). A motion to withdraw/rescind the vote of Resolution 2021-569 was made by Deputy Supervisor Berger, seconded by Councilmember Szukala and unanimously approved 5-0. A motion to approve the resolution as written was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and approved via Roll Call vote 3-2 (nay, Kulpa & Bucki).

FINANCIAL IMPACT:

None

RESULT:	**ROLL CALL VOTE (ADOPTED) [3 TO 2]**
MOVER:	Jacqualine Berger, Deputy Supervisor
SECONDER:	Shawn Lavin, Councilmember
AYES:	Berger, Lavin, Szukala
NAYS:	Kulpa, Bucki

D R A F T (12/20/2021)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: Z-2020-13

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

Date:

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

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

Title of Action: Rezoning Request.

SEQR Status: Unlisted action.

Description of Action: Rezoning of 1.44 ± acres of land from R-3 to TR-3 to permit the construction of a 10 lot realty subdivision.

Location: The southern termini of McKinley Avenue and Harding Road west of the intersection of Freeman Road and McKinley Avenue, Erie County, New York

Petitioner: Forbes Capretto Homes

Attachment: Z-2020-13_Town Board Draft Neg Dec 122021 (RES-2021-1124 : 468 Harding Road, Z-2020-13)

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Full Environmental Assessment Form (EAF) - Parts 1 and 2 and a complete rezoning application, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed rezoning of 1.44 +/- acres of land from R-3 to TR-3, will not have a significant impact on the environment, as follows:

1. The project is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems.

   The Town Board finds that the net difference in potential impact(s) between six single family dwellings (as allowed under R-3 zoning) and ten single family dwellings (as allowed under the proposed TR-3 zoning) is inconsequential. The net increase of four single family dwellings is not anticipated to significantly increase potential noise impacts, as noise impact is dependent[1] on occupant behavior and not on the number of homes. The net increase of four single family dwellings will not significantly increase the potential impact from solid waste production town-wide where there are an estimated 50,842 households. The net increase of four single family dwellings is not anticipated to increase the potential for impacts from erosion, flooding, leaching or drainage because under the proposed zoning, the increase in allowable lot coverage (an indicator of development density) is minor, approximately 6,272 square feet or 9.9% of the total site.

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. This determination is based on review of the NYSDEC Environmental Resource Mapper, which shows the site does not contain any significant natural communities, or habitat for rare, threatened or endangered plants or animal species[2]. This determination is also based on the lack of significant existing natural vegetation. Currently, the predominant vegetative cover on the site is landscaped lawn, with approximately 12 trees. In addition, because the Town does not regulate clearing on single family lots, the proposed rezoning will not change the regulated amount of clearing.

[1] American Community Survey, 2019, https://www.census.gov/quickfacts/fact/table/amhersttowneriecountynewyork/EDU635219#EDU635219, last accesses on December 1, 2021
[2] https://gisservices.dec.ny.gov/gis/erm/, last accessed December 1, 2021

Attachment: Z-2020-13_Town Board Draft Neg Dec 122021 (RES-2021-1124 : 468 Harding Road, Z-2020-13)

3. The project is not expected to create any material conflict with the Town Comprehensive Plan. In terms of land use and supporting infill development, the rezoning to TR-3 is generally consistent with section 3.3.1 of the Town's Comprehensive Plan for Residential Uses, as the subject vacant site provides an opportunity for residential infill development. Although the proposed ten-lot development will result in a higher number of units than allowed under the existing R-3 zoning, new dwellings will be required to meet the same dimensional standards as required under R-3 zoning, which supports consistency with the existing neighborhood character. Although the proposed zoning change exceeds four dwelling units per acre for single family residential development, as described in the Comprehensive Plan, the resulting infill development will be consistent in use and character with the surrounding single family residential and commercial land uses.

4. The infill project is within an area identified by the NYSDEC EAF Mapper as potentially containing significant cultural or archeological resources. In 2005, a Stage 1 A/B/ Cultural Resource Investigation was conducted by Robert Dean, Heritage Preservation & Interpretation Inc. for subject property. The report summary concludes that "*There were no cultural resources identified as a result of this investigation*." The report further recommended that "*Based on the results of the background research and field survey it is recommended that this project be allowed to proceed as currently planned. There will be no impacts to cultural resources as a result of the development and the project should be considered as one of no effect."* Prior to any disturbance of the site and during the required subsequent realty subdivision review/approval, the existence of any important cultural resources will be submitted for review to the NYS Office of Parks Recreation and Historic Preservation.

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character because the principal permitted residential use (single family detached) is the same for the proposed TR-3 zoning as in the current R-3 zoning. The subject infill rezoning request will limit development to single family detached dwellings, consistent with the existing surrounding single family land use to the north, west and south, which includes single family dwellings. East of the project site are existing commercial uses along Transit Road.

6. Development of new single family dwellings, under either the existing or proposed zoning district are required to meet the NYS Energy Code for new construction. Therefore, the proposed TR-3 rezoning will not cause a major change in the use of either the quantity or type of energy.

Attachment: Z-2020-13_Town Board Draft Neg Dec 122021 (RES-2021-1124 : 468 Harding Road, Z-2020-13)

7. A search of NYSDEC data bases (Spill Incidents Database, Remedial Site Database, Bulk Storage Database) did not result in evidence of any known contamination concerns, and therefore, the rezoning to TR-3 will not create any hazard to human health.

8. The rezoning from R-3 to TR-3 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 those uses, as the current land use is not agricultural, or publically-owned open space, or publically-owned recreation resources. In addition, the net increase of four single family dwellings allowed by the rezoning will not cause a substantial increase in intensity of land use because under the current R-3 zoning, the land-owner could subdivide and develop six lots for single family dwellings without the requested rezoning to TR-3. Based on inter-departmental reviews, the existing water, sewer, storm water and street infrastructure have sufficient capacity to serve the proposed ten single family dwellings without significant adverse impact to the existing systems.

9. The rezoning to TR-3, will increase the number of people using the site over the previous level of use, currently a vacant undeveloped site. However, under the current R-3 zoning, six new lots are allowed and therefore, the proposed TR-3 allows a net increase of four single family residences, which is not a significant increase over the 6-lot yield allowed under the current zoning.

10. Significant negative traffic impacts are not expected to result from the proposed project. The rezoning of the subject site will allow for the construction of ten single family dwellings versus six single family dwellings under the current R-3 zoning designation. The net increase of four single family dwellings could result in an estimated increase of less than 10 additional vehicle trips in the peak (PM) hour as calculated using the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition, which is an insignificant increase in vehicular trips over the anticipated trips that would result from development under the current zoning.

11. Coordinated reviews of the project have been undertaken by Town Departments, and along with outside agencies including Erie County Department of Environment & Planning, and NYS Department of Transportation. 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.

Attachment: Z-2020-13_Town Board Draft Neg Dec 122021 (RES-2021-1124 : 468 Harding Road, Z-2020-13)

_____ _____

Signature & title of preparer date

_____ _____

Brian J. Kulpa, Supervisor date

DU/du
X:\Current_Planning\Files\Rezonings\2020\Z-2020-13_(468_Harding_Rd)_2020\Z-2020-13_Town Board Draft Neg Dec - rev2_draft_12-8-2021.docx

cc: Amherst Town Clerk
Amherst Building Department
ECDEP

Attachment: Z-2020-13_Town Board Draft Neg Dec 122021 (RES-2021-1124 : 468 Harding Road, Z-2020-13)

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 25115 **RESOLUTION 2021-1125** **ADOPTED**

To Set a Date for the Second of Two Public Hearings Required by the U.S. Department of Housing and Urban Development for the FY 2022 Community Development Action Plan

WHEREAS, the Town is required to hold at least two public hearings for the 2022 Annual Action Plan encompassing both the Community Development Block Grant and HOME Investment Partnership Program applications; and

WHEREAS, the Town held the first public hearing for the Plan on October 18, 2021, now therefore be it

BE IT RESOLVED, the Town Board of the Town of Amherst hereby sets the second public hearing for the 2022 Annual Action Plan for January 18, 2022.

12/20/2021
Consent

FINANCIAL IMPACT:

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

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

Amherst

Town of Amherst Planning Department Erie County, New York

Brian J. Kulpa, Supervisor
Daniel C. Howard, Planning Direct
Ellen M. Kost, AI Assistant Planning D r

December 8, 2021

Agenda of December 20, 2021

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

Subject: Set a second public hearing for the FY 2022 Community Development Action Plan

Honorable Members:

The Town is required to hold a second public hearing prior to submitting the 2022 Annual Action Plan for the Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) to the U.S. Department of Housing and Urban Development (HUD). The Action Plan development and adoption schedule previously discussed with the Town Board anticipated a hearing at the second Town Board meeting in January 2022.

The hearing must be held after the end of a required 30-day public comment period on the Draft Annual Action Plan. The final plan is due at HUD 45 days prior to the beginning of the 2022 program year, i.e. no later than February 15, 2022. For your information, the remaining plan development and adoption tasks should be completed in accordance with the following schedule:

December 15, 2021	Start of CDBG/HOME 30-day public comment period ("Draft Action Plan" made available in Town & Village Clerk's office/Town libraries/Planning Department and on website.)
January 18, 2022	Second (and final) public hearing.
February 2022	Town Board authorizes Supervisor to submit the Final Action Plan to HUD.
February 15, 2022	FY 2022 Action Plan for CDBG/HOME due to HUD.
April 1, 2022	Start of 2022/2023 CDBG/HOME program year.

At your meeting of December 20, 2021 please set the second public hearing for the FY 2022 Community Development Action Plan for January 18, 2022. A draft resolution is attached for your consideration.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

X:\Community Development\New Structure\ANNUAL PLAN\Data 2022\Public Hearings\Set_2nd_PH_TB ltr 12.20.21.docx

Attachment: tb letter_2nd public hearing (RES-2021-1125 : Request to Set a 2Nd Public Hearing for the 2022 Annual Action Plan)

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 25107 **RESOLUTION 2021-1126** **ADOPTED**

Memorandum of Understanding Use of Amherst Police Department Community Policing and Training Facility United States Secret Service-Buffalo (CRS#3066)

Town Board Agenda Item: December 20, 2021

TO: **Town Board**

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

RE: **Memorandum of Understanding**
Use of Amherst Police Department Community Policing and Training Facility
United States Secret Service-Buffalo (CRS#3066)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached Memorandum of Understanding between the Town of Amherst (Police) and the United States Secret Service-Buffalo with regard to the above-entitled matter. This MOU has successfully completion the Contract Routing System.

Thank you.

SPC: msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: December 20, 2021)**

12/20/2021
Consent

FINANCIAL IMPACT:

A 3122 .02410: Revenue TBD

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

MEMORANDUM OF UNDERSTANDING
BETWEEN TOWN OF AMHERST POLICE DEPARTMENT &
UNITED STATES SECRET SERVICE - BUFFALO

1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Town of Amherst, whose address is 5583 Main Street, Williamsville, New York, Town of Amherst Police Department, whose address is 500 John James Audubon Pkwy. Amherst New York 14226 (hereinafter collectively referred to as the "Town"), and the United States Secret Service - Buffalo, whose address is 598 Main Street Suite 300, Buffalo, New York 14202. As used in this MOU, the term "Parties" describes the Town of Amherst Police Department and the United States Secret Service - Buffalo.

2. Purpose. This Memorandum of Understanding (MOU) constitutes a professional service and/or shared-use agreement between the parties, wherein the Town of Amherst Police Department will make available to the United States Secret Service - Buffalo, the Amherst Police Departments Community Policing and Training Facility (hereinafter "Facility") at 4220 Bailey Avenue, Amherst, New York for firearms and related law enforcement training as described below. The purpose of this MOU is to establish the terms and conditions for use of the Town of Amherst Police Department Community Policing and Training Facility by the United States Secret Service - Buffalo.

3. Authorities: United States Secret Service – Buffalo is authorized to enter into this MOU under the Homeland Security Act of 2002, codified in Title 6, United States Code. Additionally, United States Secret Service - Buffalo is authorized to enter into this agreement pursuant to the Government Employees Training Act, 5 U.S.C. §§ 4101 and 4105, permitting agencies to make agreements or other arrangements for the training of employees of the agency by, in, and through non-government facilities.

Nothing in this MOU is intended to conflict with current law, regulation, or policy governing the respective parties. Further, nothing in this MOU is intended to restrict the authority of either party to act as provided by applicable law, regulation, or agency policy. If any term of this agreement is inconsistent with law, regulation, or other authority that that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

4. Conditions. In order for United States Secret Service - Buffalo to utilize the Town of Amherst Police Department Community Policing and Training Facility, approval must be given by the Chief of Police or his designee, and an individual memorandum of understanding executed. United States Secret Service - Buffalo is responsible for complying with all applicable Federal law and, to the extent that they do not conflict with Federal law, State, County, Municipal laws,

Attachment: MOU (RES-2021-1126 : MOU: US Secret Service-Buffalo: Use of Bailey Training Facility (CRS# 3066))

ordinances, and regulations wherein the firearms range/training facility is located. The privilege granted to use the facility will be without cost or expense to the Amherst Police Department or the Town of Amherst.

5. Use of the Facilities. The Amherst Police Department agrees to allow the United States Secret Service - Buffalo use of the agreed upon area of the facility, which is located at 4220 Bailey Avenue, Amherst New York to conduct suitable training, together with the necessary rights and ingress and egress to the facility. The Amherst Police Department Community Policing and Training Facility consists of four separate areas and this MOU specifically covers use of the designated training area to be used.

A. Classroom and presentation area located at the southernmost part of the building. Area includes classroom furniture and audio / visual equipment.
B. Realistic training area.
C. Firearms Range.

6. Scheduling. Scheduling for use of the Town of Amherst Police Department Community Policing and Training Facility is done by request in writing or email to the Chief of Police of the Amherst Police Department or his/her designee. Scheduling of the facility will be a mutually agreeable date and time. A designee of the Amherst Police Department will be responsible for maintaining a schedule of events at the facility and communicating the schedule with the parties involved.

7. Rules and Regulations.

A. The United States Secret Service - Buffalo will use reasonable care in its use of the Facility and shall be responsible to the Town of Amherst Police Department for conducting all activities in a safe and prudent manner so as not to endanger others while on Town of Amherst property.

B. The United States Secret Service - Buffalo shall return the Facility to the Amherst Police Department after each use in the same condition as before its use, except for reasonable wear and tear as would be expected with the type of training done.

C. The United States Secret Service - Buffalo accepts the Facility in "as is" condition and acknowledges that the Town of Amherst makes no warranty in any manner as to the fitness of the facility for any specific purpose.

D. The United States Secret Service - Buffalo agrees that the facility shall be used solely in the service for law enforcement purposes, such as training and to follow all posted rules and safety regulations.

Attachment: MOU (RES-2021-1126 : MOU: US Secret Service-Buffalo: Use of Bailey Training Facility (CRS# 3066))

E. The United States Secret Service - Buffalo agrees to have a qualified instructor present who has attended and completed a safety and orientation briefing presented by an Amherst Police Department facility administrator.

F. The United States Secret Service - Buffalo, its agents, employees, and invitees, agree to abide by all facility and training safety rules and to attend and complete a safety briefing by a qualified instructor before each use.

G. Violations of any of the agreed upon rules and regulations, or any above stated laws, or any damage (negligent or otherwise) may result in the termination of this MOU for United States Secret Service - Buffalo, resulting in the loss of facility usage for the United States Secret Service - Buffalo.

8. **Acknowledgement of Risk.** All persons being trained by the United States Secret Service - Buffalo, or who are at the Facility at the request or invitation of the United States Secret Service - Buffalo, will be at all times under the direct supervision of authorized United States Secret Service - Buffalo instructors.

United States Secret Service - Buffalo is a component of the Department of Homeland Security and as such, it is a self-insured entity supported by the U.S. Government. The Federal Tort Claims Act, Title 28, U.S.C. Sections 1346 et seq., provides the sole means through which the U.S. Government resolves all issues of liability for the loss or destruction of property or personal injury or death caused by the negligent or wrongful acts or omissions of any employee of the government while acting within the scope of his or her offices or employment.

The United States Secret Service - Buffalo is responsible for ensuring that all personnel using the Facility, while it is assigned to or otherwise being used by the United States Secret Service - Buffalo, understand and agree that the use of the Facility is an inherently dangerous activity and that in consideration for being allowed to use the Facility, each individual assumes the risk of any injuries that may occur while using the Facility.

The Town of Amherst expressly disclaims any and all liability for damage or injury to United States Secret Service - Buffalo, its agents, employees or invitees related to this MOU. The Town of Amherst shall not be liable for theft, vandalism or pilferage of the Facility or any items contained therein, which occurs during such time as the Facility is being used by the United States Secret Service - Buffalo.

Attachment: MOU (RES-2021-1126 : MOU: US Secret Service-Buffalo: Use of Bailey Training Facility (CRS# 3066))

9. Term of MOU. This MOU becomes effective when approved by the parties identified below and will remain in effect for five (5) years after the agreement is signed. The parties then have the option to renew the MOU for two (2) additional, five (5) year terms.

Either party may terminate this MOU upon thirty (30) days written notification to the other party. Such notice will be the subject of immediate consultation to the parties to decide upon the appropriate course of action. Additionally, this MOU may be modified upon the mutual written consent of the parties, signed by the signatories to this agreement.

10. General Provisions

A. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the United States, and to the extent that they do not conflict with the laws of the United States, the laws of the State of New York. Any action arising out of this MOU and the parties shall be brought in U.S. District Court. The Chief of Police or their designees have final say on all matters pertaining to safety, usage and administration at the Facility. This supersedes any and all rank or administrative titles carried by members of guest agencies.

B. Entirety of Agreement. This MOU, consisting of [6], pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

C. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

D. Sovereign Immunity. The United States Secret Service - Buffalo and the Amherst Police Department and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

E. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall insure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

Attachment: MOU (RES-2021-1126 : MOU: US Secret Service-Buffalo: Use of Bailey Training Facility (CRS# 3066))

F. Force Majeure. Neither the Town of Amherst nor the United States Secret Service - Buffalo shall be deemed in default hereunder if either Party is prevented from performing any of the obligations by reason of strikes, labor disputes, acts of God, acts of the public enemy, acts of the government, or sabotage or any other circumstances for which it is not responsible or which are not within its control.

11. Funding. The fee schedule for the Facility is listed below. The fees are necessary to maintain the Facility at a high standard, parties will agree that any fees will be known and agree to at the time of training scheduling. Any fees paid by any agency constitute that agency's willingness to have a well-maintained training venue and at no point will any fees paid constitute any ownership, control or unquestioned right to future use of the Facility. If the fee schedule changes, the Town of Amherst will notify the Parties (60) sixty days prior to changes taking effect.

Firearms Range	$300 / half day (4 hrs.)
Firearms Range	$600 / Full day (8 hrs.)
Realistic Training House	$100 / half day (4 hrs.)
Realistic Training House	$200 / full day (8 hrs.)
Classroom and Presentation Area: $75 /each additional hour scheduled outside of normal business hours (8 AM- 4PM)	

Attachment: MOU (RES-2021-1126 : MOU: US Secret Service-Buffalo: Use of Bailey Training Facility (CRS# 3066))

12. <u>Signatures</u>. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

United States Secret Service - Buffalo

_____ _____

[NAME & TITLE] Date

_____ _____

[NAME & TITLE] Date

Town of Amherst Police Department

_____ _____

Brian J. Kulpa, Town Supervisor Date

_____ _____

Scott P. Chamberlin, Chief of Police Date

Attachment: MOU (RES-2021-1126 : MOU: US Secret Service-Buffalo: Use of Bailey Training Facility (CRS# 3066))

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 25133 **RESOLUTION 2021-1127** **ADOPTED**

Memorandum of Understanding Use of APD Firearms Range New York State University at Buffalo Police (CRS#3077)

Town Board Agenda Item: December 20, 2021

TO: **Town Board**

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

RE: **Memorandum of Understanding**
Use of APD Firearms Range
New York State University at Buffalo Police (CRS#3077)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached Memorandum of Understanding between the Town of Amherst (Police) and New York State University at Buffalo Police with regard to the above-entitled matter. Approval of this MOU is contingent upon the successful completion of the Contract Routing System.

Thank you.

SPC: msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: December 20, 2021)**

12/20/2021
Consent

FINANCIAL IMPACT:

A 3120 .05001: Revenue

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

MEMORANDUM OF UNDERSTANDING
BETWEEN TOWN OF AMHERST POLICE DEPARTMENT
AND New York State University at Buffalo Police

1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Town of Amherst, whose address is 5583 Main Street, Williamsville, New York 14221 Town of Amherst Police Department, whose address is 500 John James Audubon Pkwy. Amherst, New York 14228 (hereinafter collectively referred to as the "Town"), and the New York State University at Buffalo Police, whose address is Bissell Hall, State University at Buffalo Amherst, New York 14260. As used in this MOU, the term "Parties describes the Town, the Town of Amherst Police Department and the New York State University at Buffalo Police.

2. Purpose. This Memorandum of Understanding (MOU) constitutes a professional service and/or shared-use agreement between the Parties, wherein the Town of Amherst Police Department will make available to the New York State University at Buffalo Police, the Amherst Police Departments Firearms Range (hereinafter "Facility") located at 500 John James Audubon Pkwy. Amherst, New York 14228 for firearms and related law enforcement training as described below. The purpose of this MOU is to establish the terms and conditions for use of the Town of Amherst Police Department Firearms Range by the New York State University at Buffalo Police.

3. Conditions. In order for the New York State University at Buffalo Police to utilize the Facility, approval must be given by the Town and the Town's Chief of Police or his designee. The New York State University a Buffalo Police is responsible for complying with all applicable Federal, State, County, Municipal laws, ordinances, and regulations wherein the firearms range/training facility is located. The privilege granted to use the Facility will be without cost or expense to the Amherst Police Department or the Town of Amherst.

4. Use of the Facility. The Amherst Police Department agrees to allow the New York State University at Buffalo Police use of the agreed upon area of the facility, which is located at 500 John James Audubon Pkwy. Amherst, New York 14228 to conduct suitable training, together with the necessary rights and ingress and egress to the facility.

5. Scheduling. Scheduling for use of the Town of Amherst Police Department Firearms Range is done by request in writing or email to the Chief of Police of the Amherst Police Department or his/her designee. Scheduling of the facility will be a mutually agreeable date and time. A designee of the Amherst Police Department will be responsible for maintaining a schedule of events at the facility and communicating the schedule with the parties involved.

6. Rules and Regulations. A. The New York State University at Buffalo Police will use reasonable care in its use of the Facility and shall be responsible to the Town of Amherst Police Department for conducting all activities in a safe and prudent manner and so as not to endanger others while on Town of Amherst property.

Attachment: MOURangeUseSUNYBuffalo12.2021 (RES-2021-1127 : MOU APD Range Use: New York Staste University at Buffalo (CRS# 3077))

B. The New York State University at Buffalo Police shall return the Facility to the Amherst Police Department after each use in the same condition as before its use, except for reasonable wear and tear as would be expected with the type of training done, or if it cannot do so, the New York State University at Buffalo Polic agrees to immediately notify the Town of Amherst Police Department in writing and be responsible to the Tow of Amherst for any reasonably necessary repairs relating to the New York State University at Buffalo Police us of the facility. The New York State University at Buffalo Police agrees that they will financially cover the cost of materials for replacement or repairs for any reckless or unnecessary damage caused by their activities as is reasonably determined by the Amherst Police Department.

C. The New York State University at Buffalo Police accepts the Facility in "as is" condition and acknowledges that the Town of Amherst makes no warranty in any manner as to the fitness of the facility for any specific purpose.

D. The New York State University at Buffalo Police agrees that the Facility shall be used solely in the service for law enforcement purposes, such as training, and to follow all posted rules and safety regulations.

E. The New York State University at Buffalo Police agrees to have a qualified instructor present who ha attended and completed a safety and orientation briefing presented by an Amherst Police Department Facility administrator.

F. The New York State University at Buffalo Police, its agents, employees, and invitees, agree to abide by all Facility and training safety rules, which will be provided to the New York State University at Buffalo Police prior to any training, and to attend and complete a safety briefing by a qualified instructor before each use.

G. Violations of any of the agreed upon rules and regulations, or any above stated laws, or any damage (negligent or otherwise) could result in the New York State University at Buffalo Police being charged to pay for said actual and reasonable damages at the discretion of the Town and may result in the termination of this MOU for New York State University at Buffalo Police, resulting in the loss of Facility usage for the New York State University at Buffalo Police.

7. **Acknowledgement of Risk.**

To the fullest extent permissible by New York State law, the New York State University at Buffalo Police agree to hold harmless the Town of Amherst and its officials, agents and employees, and agrees to indemnify and defend the Town o Amherst and its officials, agents and employees against any and all liability, claims or damages including reasonable attorneys' fees, arising out of the New York State University at Buffalo Police use of the firing range by person or persons who are officials, professionals affiliated with, or employees of the State of New York and/or New York State University at Buffalo Police acting within the scope of their employment arising from any activities relating to this Agreement.

Attachment: MOURangeUseSUNYBuffalo12.2021 (RES-2021-1127 : MOU APD Range Use: New York Staste University at Buffalo (CRS# 3077))

All persons being trained by the New York State University at Buffalo Police, or who are at the Facility at the request or invitation of the New York State University at Buffalo Police, will be at all times under the direct supervision of authorized New York State University at Buffalo Police instructors. The New York State University at Buffalo Police is self-insured and will, pursuant to the terms and conditions of the law assume financial responsibility for all claims fc personal or property damage, including death, arising out of the use of the Facility by New York State University at Buffalo Police employees acting in the scope of their employment during the use of the property. The Town of Amherst disclaims any and all liability for damage to any property owned by the New York State University at Buffalo Police, including any vehicles (personally or agency owned) that are brought to the Facility.

The New York State University at Buffalo Police is responsible for ensuring that all personnel using the Facility, while it is assigned to or otherwise being used by the New York State University at Buffalo Police, understand and agree that the use of the Facility is an inherently dangerous activity and that in consideration for being allowed to use the Facility each individual assumes the risk of any injuries that may occur while using the Facility. Further, the New York State University at Buffalo Police is responsible for ensuring that said individuals release the Town of Amherst from any liability for injuries occurring on Town of Amherst property to the extent allowable by law.

The Town of Amherst expressly disclaims any and all liability for damage or injury to the New York State University a Buffalo Police, its agents, employees or invitees related to this MOU. The Town of Amherst shall not be liable for theft, vandalism or pilferage of the Facility or any items contained therein.

8. Term of MOU. This MOU becomes effective when approved by the parties identified below and will remain in effect for five (5) years after the agreement is signed. The parties then have the option to renew the MOU for two (2) additional, five (5) year terms. Either party may terminate this MOU upon thirty (30) days written notification to the other party. Such notice will be the subject of immediate consultation to the parties to decide upon the appropriate course of action.

9. General Provisions

A. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of New York. The courts of the State of New York shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Supreme Court, Erie County and New York State. The Town of Amherst's Chief of Police or their designees have final say on all matters pertaining to safety usage and administration at the Facility. This supersedes any and all rank or administrative titles carried by members o guest agencies.

B. Entirety of Agreement. This MOU, consisting of 5 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

C. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

Attachment: MOURangeUseSUNYBuffalo12.2021 (RES-2021-1127 : MOU APD Range Use: New York Staste University at Buffalo (CRS# 3077))

D. Sovereign Immunity. The City and the Town and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

E. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall insure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

F. Force Majeure. Neither the Town nor the New York State University at Buffalo Police shall be deemed in default hereunder if either Party is prevented from performing any of the obligations by reason of strikes, labor disputes, acts of God, acts of the public enemy, acts of the government, or sabotage or any other circumstances for which it is not responsible or which are not within its control

10. Funding. The fee schedule for the Facility is listed below. The fees are necessary to maintain the Facility at a high standard. Parties will agree that any fees will be known and agree to at the time of training scheduling Any fees paid by any agency constitute that agency's willingness to have a well maintained training venue and at no point will any fees paid constitute any ownership, control or unquestioned right to future use of the Facility.

Firearms Range:	$300 / half day (4 hrs.)
$75 / each additional hour scheduled	

Attachment: MOURangeUseSUNYBuffalo12.2021 (RES-2021-1127 : MOU APD Range Use: New York Staste University at Buffalo (CRS# 3077))

11. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

[AGENCY]

12/13/2021

[Name and Title] Date

Chris J. Bartolomei, Chief of Police

[Name and Title] Date

Town of Amherst Police Department

Brian J. Kulpa, Town Supervisor Date

Scott P.Chamberlin, Chief of Police Date

Attachment: MOURangeUseSUNYBuffalo12.2021 (RES-2021-1127 : MOU APD Range Use: New York Staste University at Buffalo (CRS# 3077))

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 25095 **RESOLUTION 2021-1128** **ADOPTED**

Purchase of John Deere Gator LandPro Equipment, LLC (CRS# 3039)

Town Board Agenda Item: December 20, 2021

TO: **Town Board**

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

RE: **Purchase of John Deere Gator LandPro Equipment, LLC (CRS# 3039)**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute an agreement between the Town of Amherst (Police) and LandPro Equipment, LLC with regard to the above-entitled matter. This agreement has successfully completed the Contract Routing System.

Thank you.

SPC: msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: December 20, 2021)**

12/20/2021
Consent

FINANCIAL IMPACT:

A3120 .2150: $21,585.32

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

JOHN DEERE

JOHN DEERE | LANDPRO EQUIPMENT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
LandPro Equipment LLC
7615 Lewiston Road
Oakfield, NY 14125
585-948-5261
mailoakfield@landproequip.com

Quote Summary

Prepared For:
TOWN OF AMHERST AMHERST POLICE DEPARTMENT
500 JOHN JAMES AUDUBON PKWY
AMHERST, NY 14228
Business: 716-689-1351

Delivering Dealer:
LandPro Equipment LLC
Scott Pietron
7615 Lewiston Road
Oakfield, NY 14125
Phone: 585-948-5261
spietron@landproequip.com

Quote ID: 25600901
Created On: 11 November 2021
Last Modified On: 11 November 2021
Expiration Date: 15 December 2021

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE GATOR™ XUV835M Cab Non-HVAC (Model Year 2022)	$ 25,099.21	$ 21,585.32	X	1	=	$ 21,585.32

Contract: NY State Landscaping Grounds PC68131 (PG XN CG 22)
Price Effective Date: November 10, 2021

Equipment Total **$ 21,585.32**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 21,585.32
Trade In	
SubTotal	**$ 21,585.32**
Est. Service Agreement Tax	$ 0.00
Total	$ 21,585.32
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 21,585.32**

Salesperson : X _____

Accepted By : X _____

Attachment: JohnDeerePurchaseofgator11.20.21 (RES-2021-1128 : Purchase of John Deere Gator (CRS#3039))

JOHN DEERE

JOHN DEERE | LANDPRO EQUIPMENT

Selling Equipment

Quote Id: 25600901 **Customer Name:** TOWN OF AMHERST AMHERST POLICE DEPARTMENT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
LandPro Equipment LLC
7615 Lewiston Road
Oakfield, NY 14125
585-948-5261
mailoakfield@landproequip.com

JOHN DEERE GATOR™ XUV835M Cab Non-HVAC (Model Year 2022)

Hours:
Stock Number:
Contract: NY State Landscaping Grounds PC68131 (PG XN CG 22)
Price Effective Date: November 10, 2021

Suggested List *
$ 25,099.21
Selling Price *
$ 21,585.32

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
57K2M	GATOR™ XUV835M Cab Non-HVAC (Model Year 2022)	1	$ 22,149.00	14.00	$ 3,100.86	$ 19,048.14	$ 19,048.14
	Standard Options - Per Unit						
001A	US/Canada	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
0505	Build To Order	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
1029	25" Terra Hawk all-terrain tires on 12" Yellow Steel Wheels	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
2030	Split Bench Seat - Yellow Vinyl	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
2350	Park Position in Transmission	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
2500	Green and Yellow	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
3003	Cargo Box with Spray In Liner, Brake, and Tail Lights	1	$ 469.00	14.00	$ 65.66	$ 403.34	$ 403.34
3100	Manual Lift	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
4024	OSR - Cab Doors	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
4039	Black Roof with Headliner	1	$ 153.00	14.00	$ 21.42	$ 131.58	$ 131.58
4152	Rear Bumper	1	$ 255.00	14.00	$ 35.70	$ 219.30	$ 219.30
4205	Front Brush Guard with Extensions	1	$ 465.00	14.00	$ 65.10	$ 399.90	$ 399.90
6349	Less Winch	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 1,342.00**		**$ 187.88**	**$ 1,154.12**	**$ 1,154.12**
	Dealer Attachments/Non-Contract/Open Market						
BM26390	Windshield Washer Kit	1	$ 142.31	14.00	$ 19.92	$ 122.39	$ 122.39
BUC10726	Speaker Kit, Base Radio	1	$ 400.19	14.00	$ 56.03	$ 344.16	$ 344.16
BM26477	Rear View Mirror	1	$ 97.37	14.00	$ 13.63	$ 83.74	$ 83.74

Attachment: JohnDeerePurchaseofgator11.20.21 (RES-2021-1128 : Purchase of John Deere Gator (CRS#3039))

JOHN DEERE

JOHN DEERE | LAND PRO EQUIPMENT

Selling Equipment

Quote Id: 25600901 **Customer Name:** TOWN OF AMHERST AMHERST POLICE DEPARTMENT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
LandPro Equipment LLC
7615 Lewiston Road
Oakfield, NY 14125
585-948-5261
mailoakfield@landproequip.com

BM22773	Tail Light Protectors	1	$ 107.00	14.00	$ 14.98	$ 92.02	$ 92.02
BM26185	Beacon Light	1	$ 265.36	14.00	$ 37.15	$ 228.21	$ 228.21
BM26216	LED Work Lights (2 Lights)	1	$ 380.91	14.00	$ 53.33	$ 327.58	$ 327.58
BUC10604	Hydraulic Blade and Winch Harness Kit	1	$ 74.90	14.00	$ 10.49	$ 64.41	$ 64.41
BM26391	Horn Kit	1	$ 29.96	14.00	$ 4.19	$ 25.77	$ 25.77
BUC10804	Backup Alarm	1	$ 110.21	14.00	$ 15.43	$ 94.78	$ 94.78
	Dealer Attachments Total		**$ 1,608.21**		**$ 225.15**	**$ 1,383.06**	**$ 1,383.06**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 25,099.21**		**$ 3,513.89**	**$ 21,585.32**	**$ 21,585.32**

Attachment: JohnDeerePurchaseofgator11.20.21 (RES-2021-1128 : Purchase of John Deere Gator (CRS#3039))

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.

Attachment: JohnDeerePurchaseofgator11.20.21 (RES-2021-1128 : Purchase of John Deere Gator (CRS#3039))

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:

LANDPRO EQUIPMENT
Print Name of Company

By: _____
Signature

SCOTT PIETRON
Printed name

Date: 11/17/2021

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: JohnDeerePurchaseofgator11.20.21 (RES-2021-1128 : Purchase of John Deere Gator (CRS#3039))

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: LANDPRO EQUIPMENT

Signature: [signature]

Print Name: SCOTT PIETRON

Title: GOVERNMENTAL SALES

Date: 11/17/2021

Sworn To Before Me This

17th Day of November, 2021

Diane Basehart

Notary Public

DIANE BASEHART
No. 01BA6391189
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 04/29/2023

Revised 4.2017

Attachment: JohnDeerePurchaseofgator11.20.21 (RES-2021-1128 : Purchase of John Deere Gator (CRS#3039))

NEW YORK STATE OF OPPORTUNITY. | Office of General Services
Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | https://ogs.ny.gov/procurement | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title	:	**Group 40625 –Heavy Equipment (Statewide)** **Classification Code(s): 21, 22, 23, 24, 25, 39 and 40**
Award Number	:	**PGB-22792**
Contract Period	:	**Various. See Contractor Information page**
Bid Opening Date	:	**May 30, 2014**
Date of Issue	:	**July 8, 2014 (Revised October 22, 2020)**
Specification Reference	:	**As Incorporated In The Piggyback Agreements**
Contractor Information	:	**Appears on Page 2 of this Award**

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Jacqueline Burke Title : Contract Management Specialist Phone 518-486-1821 E-mail : jacqueline.burke@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

This award includes a wide variety of heavy duty equipment including but not limited to aerial lift trucks, backhoes, compaction rollers, compression rollers, compressors, dozers, graders, excavators, mowing tractors, and mowing attachments and trailers with related accessories, attachments and supplies.

PR # 22792

Attachment: JohnDeerePurchaseofgator11.20.21 (RES-2021-1128 : Purchase of John Deere Gator (CRS#3039))

NOTE: See individual contract items to determine actual awardees.

CONTRACT #	CONTRACTOR & ADDRESS	FED.IDENT.# / NYS VENDOR#
PC68200	Alamo Group (TX) Inc. DBA Alamo Industrial 1502 East Walnut St. Seguin, TX 78155	742362509 1000058230
PC68526	Altec Industries, Inc. 33 Inverness Center Pkwy, Suite 110 Birmingham, AL 35242	630362926 1000009606
PC68218	Atlantic Machinery, Inc. 2628 Garfield Ave. Silver Spring, MD 20910	521190648 1100147906
PC66988	Caterpillar Inc. 100 NE Adams St., Peoria IL 61629	370602744 1100137599
PC68956	Cives Corporation DBA Viking Cives (USA) 14331 Mill Street Harrisville, NY 13648	160955800 1000007605
PC67141	Clark Equipment Company d/b/a Bobcat Company 250 E. Beaton Dr. West Fargo, ND 58078	380425350 1000009236
PC69204	Clark Equipment Company d/b/a Doosan Portable Power 1293 Glenway Drive Statesville, NC 28625-9218	380425350 1000009236
PC67087	CNH Industrial America, LLC 700 State Street Racine, WI 53404 (Agriculture)	760433811 1100123548
PC67265	CNH Industrial America, LLC 700 State Street Racine, WI 53404 (Construction)	760433811 1100123548
PC68131	Deere & Company 2000 John Deere Run Cary, NC 27513	362382580 1000009176
PC67140	Deere & Company 2000 John Deere Run Cary, NC 27513	362382580 1000009176

Attachment: JohnDeerePurchaseofgator11.20.21 (RES-2021-1128 : Purchase of John Deere Gator (CRS#3039))

CONTRACT #	CONTRACTOR & ADDRESS	FED.IDENT.# / NYS VENDOR#
PC68466	Falcon Road Maintenance Equipment, Inc. 2000 Austin St. Midland, MI 48642	472654196 1100158088
PC67423	Felling Trailers, Inc. 1525 Main Street South Sauk Centre, MN 56378	411329390 1100157965
PC69150	Gradall Industries, Inc. 406 Mill Ave. S.W. New Philadelphia, OH 44663	742660540 1100121209
PC68449	Gradall Industries, Inc. 406 Mill Ave. S.W. New Philadelphia, OH 44663 (Vacall Product Line)	742660540 1100121209
PC69052	Henderson Products, Inc. 1085 South 3rd Street Manchester, IA 52057	271184835 1000034909
PC68962	J.A. Larue, Inc. 660 Lenoir St. Quebec City, QC, Canada G1X3W3	300431656 1100143510
PC67075	John Deere Shared Services, Inc. d/b/a John Deere Construction Retail Sales 1515 5th Ave. Moline, IL 61205	363387700 1000044783
PC67693	Kubota Tractor Corporation 1000 Kubota Drive Grapevine, TX 76051	952801513 1100162991
PC68527	Morbark, LLC 8507 S. Winn Rd. P.O. Box 1000 Winn, MI 48896	382805772 1000044812
PC69161	RPM Tech Inc. 1318 Principale St-Valerien-de-Milton, Quebec Canada J0H 2B0	981521239 1100243801
PC69050	Schwarze Industries, Inc. 1055 Jordan Road Huntsville, AL 35811	630727445 1100213939
PC68233	Textron Inc. d/b/a Jacobsen, a division of Textron, Inc. 1451 Marvin Griffin Rd. Augusta, GA 30906	050315468 1100019546

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PC68896	The Toro Company 8111 Lyndale Ave. South Bloomington, MN 55420-1196	410580470 1100137208
PC68687	Trail King Industries 300 E Norway Ave. Mitchell, SD 57301	460320593 1100162815

For Contractor and pricing information, and equipment for this Award, please see the "Contractor Information Summary" page in the "Contractor Info" weblink and "Equipment" page located on the OGS website at: http://online.ogs.ny.gov/purchase/spg/awards/4062522792can.HTM

Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,

Attachment: JohnDeerePurchaseofgator11.20.21 (RES-2021-1128 : Purchase of John Deere Gator (CRS#3039))

- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

CONTRACT BILLINGS AND PAYMENTS:

a. Billings. Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer. Submission of an invoice and payment thereof shall not preclude the Commissioner from requesting reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate. Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Commissioner and in a media commercially available from the Contractor. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

b. Payment of Contract purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment. The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at http://www.osc.state.ny.us/epay/index.htm or by e-mail at epayments@osc.state.ny.us.

Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above. Inquiries relating to OSC's Electronic Payments program should be directed to:

NYS Office of the State Comptroller
Vendor Management Unit
110 State Street Mail Drop 10-4
Albany, NY 12236
Telephone: (855) 233-8363
E-Mail: helpdesk@sfs.ny.gov

c. Payment of Contract purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment. The Authorized User and Contractor agree that payments for such Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

OGS PROCUREMENT SERVICES DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' Procurement Services to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to OGS Procurement Services bid solicitations or contract awards. OGS Procurement Services encourages vendors to seek resolution of disputes through consultation with OGS Procurement Services staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of OGS Procurement Services Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website (www.ogs.ny.gov).

Attachment: JohnDeerePurchaseofgator11.20.21 (RES-2021-1128 : Purchase of John Deere Gator (CRS#3039))

State of New York
Office of General Services
PROCUREMENT SERVICES
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.:_____ **Contractor.**_____

Describe Product* Provided (Include Item No., if available):_____

***Note**: "**Product**" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments:_____

_____

_____(over)

Agency:_____ Prepared by:_____

Address:_____ Title:_____

_____ Date:_____

_____ Phone:_____

_____ E-mail:_____

Please detach or photocopy this form & return to jacqueline.burke@ogs.ny.gov or mail to:

OGS PROCUREMENT SERVICES
Customer Services, 38th Floor
Attn: Jacqueline Burke
Corning Tower - Empire State Plaza
Albany, New York 12242
* * * * *

Attachment: JohnDeerePurchaseofgator11.20.21 (RES-2021-1128 : Purchase of John Deere Gator (CRS#3039))

NEW YORK STATE OF OPPORTUNITY. | Office of General Services
Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | https://ogs.ny.gov/procurement | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: Updated Authorized Dealer List

DATE: July 3, 2019 **AWARD #:** PGB-22792 **GROUP #:** 40625

AWARD DESCRIPTION: Heavy Equipment (Statewide)

CONTRACT PERIOD: See Contractor Information

CONTACT: Elizabeth Gocs | 518-486-1821 | elizabeth.gocs@ogs.ny.gov

CONTRACT NO.:	PC67140	**CONTRACTOR:**	Deere & Company
*	PC68131		Deere & Company

Please be advised that updates have been made to the "Contractor and Pricing Information" document for the above-mentioned contracts for Deere & Company, to include the company's updated authorized New York dealer list.

Updated information and further details related to these contracts can be found on OGS Procurement Services' website at https://online.ogs.ny.gov/purchase/spg/awards/4062522792CAN.HTM .

All other terms and conditions under this Award remain the same.

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Attachment: JohnDeerePurchaseofgator11.20.21 (RES-2021-1128 : Purchase of John Deere Gator (CRS#3039))

NEW YORK STATE OF OPPORTUNITY. | Office of General Services
Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | https://ogs.ny.gov/procurement | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: Contract Extension for Morbark, LLC; Corrected Contract End Dates, Vendor Address & ID Numbers

DATE: May 10, 2019 **AWARD #:** PGB-22792 **GROUP #:** 40625

AWARD DESCRIPTION: Heavy Equipment (Statewide)

CONTRACT PERIOD: See Contractor Information

CONTACT: Elizabeth Gocs | 518-486-1821 | elizabeth.gocs@ogs.ny.gov

	CONTRACT NO.:	CONTRACTOR:
	PC67648	Morbark, LLC
	PC68200	Alamo Group (TX), Inc.
	PC68218	Atlantic Machinery, Inc.
	PC66988	Caterpiller Inc.
	PC66989	Cives Corporation DBA Viking Cives (USA)
	PC67087	CNH Industrial America, LLC
*	PC68131	Deere & Company
	PC66985	Henderson Products, Inc
	PC66984	J. A. Laure, Inc.
	PC66759	R.P.M Tech, Inc
	PC66987	Tenco Industries, Inc. DBA Jacobsen
	PC67422	Trail King Industries, Inc

Please be advised that NYS Piggyback Contract PC67648 with Morbark, LLC has been extended to May 19, 2020. The *Contractor Information Summary* document for this award has been updated to reflect this change.

In addition, the following revisions have been made:

1. The expiration dates for the following NYS piggyback contracts have been corrected on *Contractor Information Summary*, to coincide with the expiration dates of the Sourcewell master contracts associated with them:

- PC68200, Alamo Group (TX), Inc. – Expiration date: 10/02/2021
- PC68218, Atlantic Machinery, Inc. – Expiration date: 2/20/2022
- PC66988, Caterpiller Inc. – Expiration date: 5/19/2020
- PC66989, Cives Corporation DBA Viking Cives (USA) – Expiration Date: 10/21/2019
- PC67087, CNH Industrial America, LLC – Expiration Date: 3/17/2020
- PC67140, Deere & Company – Expiration Date: 3/17/2020
- * PC68131, Deere & Company – Expiration Date: 8/18/2021
- PC66985, Henderson Products, Inc. – Expiration Date: 10/21/2019
- PC66984, J. A. Laure, Inc. – Expiration Date: 10/21/2019
- PC66759, R.P.M Tech, Inc. – Expiration Date: 10/21/2019
- PC66987, Tenco Industries, Inc. DBA Jacobsen – Expiration Date: 10/21/2019
- PC67422, Trail King Industries, Inc. Expiration Date: 7/21/2019

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Attachment: JohnDeerePurchaseofgator11.20.21 (RES-2021-1128 : Purchase of John Deere Gator (CRS#3039))

2. The address for Cives Corporation DBA Viking Cives (USA) has been corrected on the *Contract Award Notification*, *Contractor Information Summary*, and *Contractor and Pricing Information* documents.

3. The Federal Employer Identification Number (FEIN) and the NYS Vendor Identification Number of Hoffman Equipment, an authorized dealer for Case Construction of CNH Industrial America, LLC, has been corrected on the *Contractor and Pricing Information* document for CNH Industrial America, LLC.

All revised documents for Award PGB-22792 will be posted on OGS Procurement Services' website at:
https://online.ogs.ny.gov/purchase/spg/awards/4062522792CAN.HTM

All other terms and conditions under this award remain the same.

Attachment: JohnDeerePurchaseofgator11.20.21 (RES-2021-1128 : Purchase of John Deere Gator (CRS#3039))

Available equipment types for each Contractor (10/22/2020)

Equipment	PC68200 Alamo Group (TX)	PC68526 Altec Industries	PC68218 Atlantic Machinery, Inc.	PC66988 Caterpillar	PC68956 Cives Corporation	PC67141 Clark Equip. Co. (Bobcat)	PC69204 Clark Equip. Co. (Doosan)	PC67087 CNH Industrial America Inc. (Agriculture) Case IH	PC67087 CNH Industrial America Inc. (Agriculture) New Holland Agriculture	PC67265 CNH Industrial America Inc. (Agriculture) Holland Construction/Case Construction	PC68131 Deere and Company	PC67140 Deere and Company	PC68466 Falcon Road Maint. Equipment	PC67423 Felling Trailers, Inc.	PC69150 Gradall Industries; Gradall	PC68449 Gradall Industries; Vacall	PC69052 Henderson Products	PC68962 J.A. Larue	PC67075 John Deere Shared Services	PC67693 Kubota Tractor Corporation	PC68527 Morbark, LLC	PC69161 R.P.M. Tech Inc.	PC69050 Schwarze Industries	PC68233 Textron, Inc. (Jacobsen)	PC68896 The Toro Company	PC68687 Trail King Industries
Aeration											X														X	
Aerial Devices		X																								
Ag Management Solutions												X														
Air Compressors						X																				
Anti-Icers					X																					
Backhoe Loaders				X				X	X									X	X							
Backhoes				X				X										X	X							
Brooms																			X							
Cable Handlers		X																		X						
Chippers		X																			X					
Cleaners, Catch Basin															X											
Cleaners, Sewer Vacuums															X							X				
Cold Planer				X															X							
Combination Bodies					X											X										
Combines & Heads							X	X				X														
Compressors						X																				
Cranes, Hydraulic Telescopic		X																								
Crop Packaging								X											X							
Crop Preparation								X											X							
Debris Maintenance											X										X					
Digger Dericks		X																								
Ditchers	X																									
Dozers, Large Crawler				X														X								
Dozers, Medium Crawler				X														X								
Drills/Air Seeders/Planters							X	X				X							X							
Dump Bodies				X	X												X									
Dump Bodies, Construction					X																					
Dump Bodies, Pro-Line					X																					
Excavators				X		X		X	X					X				X	X							
Excavators, Compact				X				X										X	X							
Excavators, Crawler				X										X				X	X							
Excavators, Wheeled				X		X								X				X								
Forage Equipment, Pull Type							X	X																		
Forage Equipment, Self-Propelled								X																		
Forklifts					X																					
Forwarder																		X								
Generators						X		X																		
Hay & Forage Equipment				X			X	X											X							
n Controls																									X	
n, Golf																									X	
Systems						X																				
& Tool Carriers				X															X							

Available equipment types for each Contractor (10/22/2020)

Equipment	PC68200 Alamo Group (TX)	PC68526 Altec Industries	PC68218 Atlantic Machinery, Inc.	PC66988 Caterpillar	PC68956 Cives Corporation	PC67141 Clark Equip. Co. (Bobcat)	PC69204 Clark Equip. Co. (Doosan)	PC67087 CNH Industrial America Inc. (Agriculture) Case IH	PC67087 CNH Industrial America Inc. (Agriculture) New Holland Agriculture	PC67265 CNH Industrial America Inc. (Agriculture) Holland Construction/Case Construction	PC68131 Deere and Company	PC67140 Deere and Company	PC68466 Falcon Road Maint. Equipment	PC67423 Felling Trailers, Inc.	PC69150 Gradall Industries: Gradall	PC68449 Gradall Industries: Vacall	PC69052 Henderson Products	PC68962 J.A. Larue	PC67075 John Deere Shared Services	PC67693 Kubota Tractor Corporation	PC68527 Morbark, LLC	PC69161 R.P.M. Tech Inc.	PC69050 Schwarze Industries	PC68233 Textron, Inc. (Jacobsen)	PC68896 The Toro Company	PC68687 Trail King Industries
Loaders			X			X	X						X													
Loaders & Implements			X			X	X												X							
Loaders, Compact Track			X			X	X	X											X							
Loaders, Compact Utility			X			X	X												X	X				X		
Loaders, Crawler			X										X				X									
Loaders, Compact Track						X	X										X									
Loaders, Mini Track			X		X														X	X						
Loaders, Track			X										X				X		X							
Maintainers			X																							
Motor Graders			X														X									
Mower Heads, Boom	X																									
Mower Heads, Remote Controlled	X																									
Mowers with Aerator																									X	
Mowers, Boom	X																									
Mowers, Commercial Grounds																			X						X	
Mowers, Commercial Reel											X														X	
Mowers, Commercial Reel- Small Area																							X			
Mowers, Commercial Reel- Large Area																							X			
Mowers, Commercial Reel- Walk Behind																							X			
Mowers, Commercial Sand																									X	
Mowers, Commercial Stand-On																									X	
Mowers, Commercial-Walk Behind											X								X						X	
Mowers, Commercial with Bagger																			X						X	
Mowers, Debris																			X						X	
Mowers, Flail	X						X	X											X							
Mowers, Frame Gangs																									X	
Mowers, Front											X								X							
Mowers, Hover																									X	
Mowers, Mechanical & Hydraulical Flex Wing	X																		X							
Mowers, Reel																									X	
Mowers, Remote Controlled	X																									
Mowers, Special Application											X												X			
Mowers, Switchblade Attachment	X																		X							
Mowers, Turf Renovation Equipment																							X	X		
Mowers, Wide							X	X			X								X				X			
Mowers, Zero-Turn Radius											X								X				X	X		
Multifunctional Vehicle, Dual Traction (Cameleon)																					X					
Pavers, Asphalt			X																							
1 way				X																						
Side Wing				X																						
Reversible				X																						
Airport Reversible				X																						

Available equipment types for each Contractor (10/22/2020)

Equipment	PC68200 Alamo Group (TX)	PC68526 Altec Industries	PC68218 Atlantic Machinery, Inc.	PC66988 Caterpillar	PC68956 Cives Corporation	PC67141 Clark Equip. Co. (Bobcat)	PC69204 Clark Equip. Co. (Doosan)	PC67087 CNH Industrial America Inc. (Agriculture) Case IH	PC67087 CNH Industrial America Inc. (Agriculture) New Holland Agriculture	PC67265 CNH Industrial America Inc. (Agriculture) Holland Construction/Case Construction	PC68131 Deere and Company	PC67140 Deere and Company	PC68466 Falcon Road Maint. Equipment	PC67423 Felling Trailers, Inc.	PC69150 Gradall Industries; Gradall	PC68449 Gradall Industries; Vacall	PC69052 Henderson Products	PC68962 J.A. Larue	PC67075 John Deere Shared Services	PC67693 Kubota Tractor Corporation	PC68527 Morbark, LLC	PC69161 R.P.M. Tech Inc.	PC69050 Schwarze Industries	PC68233 Textron, Inc. (Jacobsen)	PC68896 The Toro Company	PC68687 Trail King Industries
Plows, Truck & Loader Mounted				X	X																					
Pothole Patchers, Trailer- Dump Box												X														
Pothole Patchers, Slip-Ins												X														
Pothole Patchers, Hook Lifts												X														
Rollers, Compaction				X												X										
Scrapers, Underbody					X											X										
Sand & Salt Spreaders					X														X							
Seeding Equipment							X	X											X							
Self Propelled Sweepers (Kodiak)																				X						
Skid Steer Loaders				X		X		X	X	X								X	X							
Skid Steer Loaders, All Wheel				X		X		X											X							
Skid Steer Loaders, Compact				X		X		X	X	X								X	X	X						
Skidder																		X								
Snowblowers, Cold Air Blower (Airport Series)																				X						
Snowblowers, Cold Air Blower (Rail Series)																				X						
Snowblowers, Loader Mounted				X													X		X	X						
Snowblowers, PTO Driven																			X	X						
Snowblowers, Rotary Fan Type																				X						
Snowblowers, Self-Propelled																	X		X	X				X		
Snowplows					X											X										
Snowplows & Wings					X											X										
Snowplow, Cutting Edges					X																					
Special Application Vehicles											X															
Spinners, Precision Cast																X										
Spreader & Dump Body Combinations					X																					
Spreader, V Hopper					X																					
Snowblowers																			X							
Spreaders & Sanders					X														X							
Stump Grinders																				X						
Sweepers,Compact Vacuum			X																							
Sweepers, Street			X												X				X			X				
Sweepers, Parking Area Cleaning			X																X			X				
Sweepers, Industrial			X																							
Sweepers, Mall & Shopping Center			X																X							
Sweepers, Truck Mounted Combo Sewer & Catch Basin			X																			X				
Swing Machine																		X								
Tack Distributors																										
Telescopic Tool Carries				X		X																				
Tractor Mounted Operated Safety Training (TMOST)	X																									
Feller Buncher																		X								
Attachments: Cotton												X														
Attachments: Cutting & Mowing								X	X		X	X							X							

Available equipment types for each Contractor (10/22/2020)

Equipment	PC68200 Alamo Group (TX)	PC68526 Altec Industries	PC68218 Atlantic Machinery, Inc.	PC65988 Caterpillar	PC68956 Cives Corporation	PC67141 Clark Equip. Co. (Bobcat)	PC69204 Clark Equip. Co. (Doosan)	PC67087 CNH Industrial America Inc. (Agriculture) Case IH	PC67087 CNH Industrial America Inc. (Agriculture) New Holland Agriculture	PC67265 CNH Industrial America Inc. (Agriculture) Holland Construction/Case Construction	PC68131 Deere and Company	PC67140 Deere and Company	PC68466 Falcon Road Maint. Equipment	PC67423 Felling Trailers, Inc.	PC69150 Gradall Industries; Gradall	PC68449 Gradall Industries; Vacall	PC69052 Henderson Products	PC68962 J.A. Larue	PC67075 John Deere Shared Services	PC67693 Kubota Tractor Corporation	PC68527 Morbark, LLC	PC69161 R.P.M. Tech Inc.	PC69050 Schwarze Industries	PC68233 Textron, Inc. (Jacobsen)	PC68896 The Toro Company	PC68687 Trail King Industries
Tractor Attachments: Hay & Forage								X	X		X	X								X						
Tractor Attachments: Landscaping				X				X	X		X	X								X						
Tractor Attachments: Livestock								X	X			X								X						
Tractor Attachments: Material Handling				X				X	X		X	X								X						
Tractor Attachments: Planting & Seeding								X	X		X	X								X						
Tractor Attachments: Snow				X				X	X		X	X								X						
Tractor Attachments: Tillage								X	X			X								X						
Tractor Attachments: Transports																				X						
Tractor Implements & Attachments				X				X	X			X								X						
Tractor Implements: Golf											X									X						
Tractor Implements: Hay & Forage								X	X			X								X						
Tractor Implements: Sprayers									X			X								X						
Tractor Implements: Tillage								X	X			X								X						
Tractor Loader									X										X	X						
Tractor Loader Backhoe									X											X						
Tractor & Mower Turnkey	X																									
Tractors								X	X			X								X						
Tractors, Compact						X		X	X											X						
Tractors, Compact Utility								X	X		X									X						
Tractors, High Horse Power								X	X											X						
Tractors, High Horse Power 4WD								X	X											X						
Tractors, Lawn & Garden											X									X						
Tractors, LG 4WD								X	X																	
Tractors, Mid-Range								X	X											X						
Tractors, Row Crop								X	X											X						
Tractors, Utility								X	X		X									X						
Trailers, Live Bottom, Attachments, Accessories, Supply																										X
Trailers, Utility, Semi, Lowboy, Tag, Custom														X												X
Trucks, Articulated Dump				X		X													X							
Trucks, Turnkey					X																					
Trucks, Vocational				X	X																					
Turf Groomers																							X			
Utility Vehicles					X			X	X		X									X			X	X		
Utility Vehicles, Attachments						X		X	X											X						
Utility Vehicles, Light Duty Crossover																				X						
Utility Vehicles, Heavy-Duty Crossover											X									X						
Utility Vehicles, Mid-Duty Crossover											X									X						
Utility Vehicles, Recreational											X									X						
Utility Vehicles, Sprayers																							X			
...s, Industrial			X																							
... Excavators, Air and Hydro			X																			X				
... & Jetters Combination			X																							

Available equipment types for each Contractor (10/22/2020)

Equipment	PC68200 Alamo Group (TX)	PC68526 Altec Industries	PC68218 Atlantic Machinery, Inc.	PC66988 Caterpillar	PC68956 Cives Corporation	PC67141 Clark Equip. Co. (Bobcat)	PC69204 Clark Equip. Co. (Doosan)	PC67087 CNH Industrial America Inc. (Agriculture) Case IH	PC67087 CNH Industrial America Inc. (Agriculture) New Holland Agriculture	PC67265 CNH Industrial America Inc. (Agriculture) Holland Construction/Case Construction	PC68131 Deere and Company	PC67140 Deere and Company	PC68466 Falcon Road Maint. Equipment	PC67423 Felling Trailers, Inc.	PC69150 Gradall Industries: Gradall	PC68449 Gradall Industries: Vacall	PC69052 Henderson Products	PC68962 J.A. Larue	PC67075 John Deere Shared Services	PC67693 Kubota Tractor Corporation	PC68527 Morbark, LLC	PC69161 R.P.M. Tech Inc.	PC69050 Schwarze Industries	PC68233 Textron, Inc. (Jacobsen)	PC68896 The Toro Company	PC68687 Trail King Industries
Vacuum Removal Equipment, Asbestos & Hazardous			X																							
Vacuum Recovery Equipment, Hydro Blast Liquid			X																							
Vacuum, Dust Collectors and Baghouses, Portable			X																							
Vacuum, Abrasive Blasting & Surface Preparation			X																							
Vacuums, Industrial Trailer & Skid Mounted			X																							
Water Truck				X																						
Wheel Loaders				X		X			X									X	X							
Wheel Loaders, Compact				X					X									X	X							

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Contractor Information Summary

Updated: October 22, 2020

Group 40625 – HEAVY DUTY EQUIPMENT (Statewide)

Award Number: PGB-22792 **Contract Period** *See Below for Specific Contract Periods*

For a list of available equipment types for each Contractor, please click here:
https://online.ogs.ny.gov/purchase/spg/pdfdocs/4062522792Equipment.pdf

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION		CONTRACT SPECIFICS
PC68200	**Alamo Group (TX), Inc.** **DBA Alamo Industrial** 1502 East Walnut St. Seguin, TX 78155 **Federal ID:** 742362509 **NYS Vendor ID:** 1000058230	**Contract Period:** 08/08/2018 to 10/02/2021	Contractor and Pricing Information Terms & Conditions
PC68526	**Altec Industries, Inc.** Suite 110 33 Inverness Center Parkway Birmingham, AL 35242 **Federal ID:** 630362926 **NYS Vendor ID:** 1000009606	**Contract Period:** 02/13/2020 to 03/14/2022	Contractor and Pricing Information Terms & Conditions
PC68218	**Atlantic Machinery, Inc.** 2628 Garfield Ave. Silver Spring, MD 20910 **Federal ID:** 521190648 **NYS Vendor ID:** 1100147906	**Contract Period:** 09/21/2018 to 02/20/2022	Contractor and Pricing Information Terms & Conditions
PC66988	**Caterpillar Inc.** 100 NE Adams St. Peoria IL 61629 **Federal ID:** 370602744 **NYS Vendor ID:** 1100137599	**Contract Period:** 07/08/2015 to 05/19/2021	Contractor and Pricing Information Terms & Conditions
PC68956	**Cives Corporation** **DBA Viking Cives (USA)** 1431 Mill Street Harrisville, NY 13648 **Federal ID:** 160955800 **NYS Vendor ID:** 1000007605	**Contract Period:** 12/24/2019 to 10/29/2022	Contractor and Pricing Information Terms & Conditions

Attachment: JohnDeerePurchaseofgator11.20.21 (RES-2021-1128 : Purchase of John Deere Gator (CRS#3039))

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Group 40625 – HEAVY DUTY EQUIPMENT (Statewide)

Award Number: PGB-22792 **Contract Period** *See Below for Specific Contract Periods*

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OGS CONTRACT NUMBER	CONTRACTOR INFORMATION		CONTRACT SPECIFICS
PC67141	**Clark Equipment Company** **DBA Bobcat Company** 250 East Beaton Drive West Fargo, ND 58078 **Federal ID:** 380425350 **NYS Vendor ID:** 1000009236	**Contract Period:** 09/09/2015 to 05/19/2021	Contractor and Pricing Information Terms & Conditions
PC69204	**Clark Equipment Company** **DBA Doosan Portable Power** 1293 Glenway Drive Statesville, NC 28625-9218 **Federal ID:** 380425350 **NYS Vendor ID:** 1000009236	**Contract Period:** 10/22/2020 to 06/17/2023	Contractor and Pricing Information Terms & Conditions
PC67087	**CNH Industrial America, LLC** **(Agriculture)** 700 State Street Racine, WI 53404 **Federal ID:** 760433811 **NYS Vendor ID:** 1100123548	**Contract Period:** 11/12/2015 to 03/17/2021	Contractor and Pricing Information Terms & Conditions
PC67265	**CNH Industrial America, LLC** **(Construction)** 700 State Street Racine, WI 53404 **Federal ID:** 760433811 **NYS Vendor ID:** 1100123548	**Contract Period:** 11/12/2015 to 05/19/2021	Contractor and Pricing Information Terms & Conditions
PC68131	**Deere & Company** 2000 John Deere Run Cary, NC 27513 **Federal ID:** 362382580 **NYS Vendor ID:** 1000009176	**Contract Period:** 05/16/2018 to 08/18/2021	Contractor and Pricing Information Terms & Conditions

Attachment: JohnDeerePurchaseofgator11.20.21 (RES-2021-1128 : Purchase of John Deere Gator (CRS#3039))

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Contractor Information Summary

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Group 40625 – HEAVY DUTY EQUIPMENT (Statewide)

Award Number: PGB-22792 **Contract Period** *See Below for Specific Contract Periods*

For a list of available equipment types for each Contractor, please click here:
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OGS CONTRACT NUMBER	CONTRACTOR INFORMATION		CONTRACT SPECIFICS
PC67140	**Deere & Company** 2000 John Deere Run Cary, NC 27513 **Federal ID:** 362382580 **NYS Vendor ID:** 1000009176	**Contract Period:** 10/22/2015 to 03/17/2021	Contractor and Pricing Information Terms & Conditions
PC68466	**Falcon Road Maintenance Equipment, LLC.** 2600 W Salzburg Freeland, MI 48623 **Federal ID:** 472654196 **NYS Vendor ID:** 1100158088	**Contract Period:** 12/20/2018 to 10/02/2021	Contractor and Pricing Information Terms & Conditions
PC67423	**Felling Trailers, Inc.** 1525 Main Street South Sauk Centre, MN 56378 **Federal ID:** 411329390 **NYS Vendor ID:** 1100157965	**Contract Period:** 06/09/2016 to 05/16/2021	Contractor and Pricing Information Terms & Conditions
PC69150	**Gradall Industries Inc (Gradall)** 406 Mill Avenue S.W. New Philadelphia OH 44663 **Federal ID:** 742660540 **NYS Vendor ID:**1100121209	**Contract Period:** 6/15/2019 to 5/31/2023	Contractor and Pricing Information Terms & Conditions
PC68449	**Gradall Industries, Inc. (Vacall)** 406 Mill Avenue S.W. New Philadelphia, OH 44663 **Federal ID:** 742660540 **NYS Vendor ID:** 1100121209	**Contract Period:** 12/20/2018 to 02/20/2022	Contractor and Pricing Information Terms & Conditions

Attachment: JohnDeerePurchaseofgator11.20.21 (RES-2021-1128 : Purchase of John Deere Gator (CRS#3039))

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Contractor Information Summary

Updated: October 22, 2020

Group 40625 – HEAVY DUTY EQUIPMENT (Statewide)

Award Number: PGB-22792 **Contract Period** *See Below for Specific Contract Periods*

For a list of available equipment types for each Contractor, please click here:
https://online.ogs.ny.gov/purchase/spg/pdfdocs/4062522792Equipment.pdf

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION		CONTRACT SPECIFICS
PC69052	**Henderson Products, Inc.** 1085 South 3rd Street Manchester, IA 52057 **Federal ID:** 271184835 **NYS Vendor ID:** 1000034909	**Contract Period:** 03/16/2020 to 10/29/2022	Contractor and Pricing Information Terms & Conditions
PC68962	**JA Larue, Inc.** 3003 Watt Avenue Quebec City, QC G1X3W2 **Federal ID:** 300431656 **NYS Vendor ID:** 1100143510	**Contract Period:** 02/06/2020 to 10/29/2022	Contractor and Pricing Information Terms & Conditions
PC67075	**John Deere Shared Services** **DBA John Deere Construction Retail Sales** 1515 5th Avenue Moline, IL 61205 **Federal ID:** 363387700 **NYS Vendor ID:** 1000044783	**Contract Period:** 10/22/2015 to 05/19/2021	Contractor and Pricing Information Terms & Conditions
PC67693	**Kubota Tractor Corporation** 1000 Kubota Drive Grapevine, TX 76051 **Federal ID:** 952801513 **NYS Vendor ID:** 1100162991	**Contract Period:** 02/01/2017 to 05/19/2021	Contractor and Pricing Information Terms & Conditions
PC68527	**Morbark, LLC** 8507 S. Winn Rd. P.O. Box 1000 Winn, MI 48896 **Federal ID:** 382805772 **NYS Vendor ID:** 1000044812	**Contract Period:** 09/04/2019 to 08/18/2021	Contractor and Pricing Information Terms & Conditions Dealer Area Representation Tree Care Dealer Area Representation Industrial

Attachment: JohnDeerePurchaseofgator11.20.21 (RES-2021-1128 : Purchase of John Deere Gator (CRS#3039))

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Contractor Information Summary

Updated: October 22, 2020

Group 40625 – HEAVY DUTY EQUIPMENT (Statewide)

Award Number: PGB-22792 **Contract Period** *See Below for Specific Contract Periods*

For a list of available equipment types for each Contractor, please click here:
https://online.ogs.ny.gov/purchase/spg/pdfdocs/4062522792Equipment.pdf

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION		CONTRACT SPECIFICS
PC69161	**RPM Tech Inc.** 1318 Principale St-Valerien-de-Milton, Quebec Canada JOH2BO **Federal ID:** 981521239 **NYS Vendor ID:** 1100243801	**Contract Period:** 08/6/2020 to 10/29/2022	Contractor and Pricing Information Terms & Conditions
PC69050	**Schwarze Industries, Inc.** 1055 Jordan Road Huntsville, AL 35811 **Federal ID:** 630727445 **NYS Vendor ID:** 1100213939	**Contract Period:** 02/10/2020 to 02/20/2022	Contractor and Pricing Information Terms & Conditions
PC68233	**Textron, Inc. dba Jacobsen** **A division of Textron Inc.** 1451 Marvin Griffin Rd. Augusta, GA 30906 **Federal ID:** 050315468 **NYS Vendor ID:** 1100019546	**Contract Period:** 01/10/2019 to 08/18/2021	Contractor and Pricing Information Terms & Conditions
PC68896	**The Toro Company** 8111 Lyndale Ave. South Bloomington, MN 55420-1196 **Federal ID:** 410580470 **NYS Vendor ID:** 1100137208	**Contract Period:** 10/01/2019 to 08/18/2021	Contractor and Pricing Information Terms & Conditions
PC68687	**Trail King Industries** 300 East E Norway Ave. Mitchell, SD 57301 **Federal ID:** 460320593 **NYS Vendor ID:** 1100162815	**Contract Period:** 12/24/2019 to 02/11/2023	Contractor and Pricing Information Terms & Conditions

Attachment: JohnDeerePurchaseofgator11.20.21 (RES-2021-1128 : Purchase of John Deere Gator (CRS#3039))

Group 40625 – Award PGB-22792, Heavy Equipment

Deere & Company

Contractor and Pricing Information

June 28, 2019

Contract #	Contractor & Address	Centralized Contract Contacts	Federal ID NYS Vendor ID
NYS Contract: PC68131 **NJPA Contract:** 062117-DAC	Deere & Company 2000 John Deere Run Cary, NC 27513	Name: Andrew Roman Phone: (919) 804-2285 Phone: (800) 358-5010, Option 2 Email: govcontractsupport@johndeere.com Name: Paul Demaine Phone: (585) 245-2652 Email: demainepaul@johndeere.com	**Federal ID** 362382580 **NYS Vendor ID** 1000009176
Order Management Department: (800) 358-5010; Email: CorpAcctGovSupport@JohnDeere.com			
Business Hours: 8am to 5pm Monday – Friday			

Contract Price and Discounts

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering Authorized User. The Authorized Dealer may charge $4.00 per loaded mile to deliver equipment from its dealership to the Authorized User. The Authorized User may either use the dealer for delivery, pick-up the equipment from the dealer, or contract for delivery with anyone it chooses.

Link to Contractor Price List (List Prices): John Deere Nationally Published Price Lists for all John Deere equipment may be found at www.johndeere.com. From the main website (1) select "USA" as your region or country, (2) select "Build Your Own" under the drop-down menu for "Buying & Financing," (3) click on the underlined "Build Your Own" to open a new window where you may choose your category of equipment.

Discounts and authorized dealers follow on the ensuing pages. Purchase orders should be sent to John Deere at the address above.

Price Book Tabs	Product Descriptions	Discounts off MSRP
L21	Residential Zero-Turn-Radius Mowers & Equipment	0%
L25	Lawn Tractors (D100s only) & Equipment	0%
L25	Lawn Tractors (X300s only) & Equipment	18%
L30	Garden Tractors & Equipment	18%
L35	Equipment for Lawn & Garden Tractors	18%
C10	Commercial Walk-Behind Mowers & Equipment	23%

Price Book Tabs	Product Descriptions	Discounts off MSRP
C13	Commercial Zero-Turn-Radius Mowers & Equipment	23%
C15	Commercial Front Mowers & Equipment	23%
C18	Commercial Wide Area Mowers & Equipment	23%
C20	Compact Utility Tractors & Equipment	18%
C21	Equipment for Commercial Mowing Products	23%
C25	Equipment for Compact Utility Tractors	18%

Attachment: JohnDeerePurchaseofgator11.20.21 (RES-2021-1128 : Purchase of John Deere Gator (CRS#3039))

Price Book Tabs	Product Descriptions	Discounts off MSRP
C39	Recreational Utility Vehicles & Equipment	13%
C40	Mid Duty Crossover Utility Vehicles & Equipment	13%
C41	High Performance Utility Vehicles & Equipment	13%
C42	Gator Utility Vehicles & Equipment	16%
C47	HPX Utility Vehicles & Equipment	13%
C48	Implements for Utility Vehicles	13%
G10	Reel Mowers & Equipment	24%
G15	Special Application Mowers & Equipment	24%
G20	Special Application Vehicles & Equipment	24%
G25	Aeration & Equipment	24%
G30	Debris Maintenance & Equipment	24%
G35	Fleet Management (Golf)	14%

Price Book Tabs	Product Descriptions	Discounts off MSRP
Frontier	Cutting & Mowing	18%
	Hay & Forage	18%
	Landscaping	18%
	Loader Attachments	18%
	Material Handling	18%
	Planting & Seeding	18%
	Snow Equipment	18%
	Sprayers	18%

Payment/Ordering Information

Does Contractor offer Electronic Access Ordering (EDI)?	Yes
Does Contractor accept the NYS Procurement Card for orders not to exceed $15,000?	No
Does Contractor offer Prompt Payment Discounts?	No
See following pages for dealer listing	

Attachment: JohnDeerePurchaseofgator11.20.21 (RES-2021-1128 : Purchase of John Deere Gator (CRS#3039))

Authorized Dealers

Note: Deere & Company is the contractor and has independent authorized John Deere dealers listed below to receive purchase orders on behalf of them. Dealers will assist the contract user with configuring the product and then provide a written quote which will itemize contract pricing enabling the contract user to place their purchase order. The purchase order must be made out to Deere & Company and be mailed or emailed to the dealer who will then upload the order into Deere's Order Management Department. Purchase orders must reference the NYS contract number and the appropriate dealer. Deere & Company will invoice contract users directly. Deere & Company will continue to assume full responsibility for all terms and conditions of the contract. Authorized dealers are responsible for equipment set-up / preparation, delivery to authorized users as well as aftermarket parts.

JOHN DEERE NEW YORK DEALER LISTING EFFECTIVE MAY 31, 2019

Dealer Name	Address	City	Zip	Phone	Fax	Contact	Email Address
ADAMS POWER EQUIPMENT	741 DUTCHESS TURNPIKE	POUGHKEEPSIE	12603	845-454-0307	845-454-0871	Gov't Sales Rep	ADAMSPOWER@ADAMSFARMS.COM
CAZENOVIA EQUIPMENT CO. INC	2 REMINGTON PARK DRIVE	CAZENOVIA	13035	315-655-8620	315-655-8433	Gov't Sales Rep	CAZENOVIA@CAZEQUIP.COM
CAZENOVIA EQUIPMENT CO., INC	2393 US ROUTE 11	LAFAYETTE	13084	315-677-9328	315-677-9453	Gov't Sales Rep	LAFAYETTE@CAZEQUIP.COM
CAZENOVIA EQUIPMENT CO., INC	7443 STATE HIGHWAY 23	ONEONTA	13820	607-433-0646	607-433-0647	Gov't Sales Rep	ONEONTA@CAZEQUIP.COM
CAZENOVIA EQUIPMENT CO., INC	809 E GENESEE ST	CHITTENANGO	13037	315-687-3309	315-687-5295	Gov't Sales Rep	CHITTENANGO@CAZEQUIP.COM
CAZENOVIA EQUIPMENT CO., INC	3892 ROUTE 11 SOUTH	CORTLAND	13045	607-756-5693	607-753-1603	Gov't Sales Rep	CORTLAND@CAZEQUIP.COM
CAZENOVIA EQUIPMENT CO., INC	5570 SHADY AVENUE	LOWVILLE	13367	315-376-3581	315-376-8225	Gov't Sales Rep	LOWVILLE@CAZEQUIP.COM
CAZENOVIA EQUIPMENT CO., INC	25523 US ROUTE 12 S	WATERTOWN	13601	315-785-8153	315-786-3252	Gov't Sales Rep	WATERTOWN@CAZEQUIP.COM
CAZENOVIA EQUIPMENT CO., INC	6224 US ROUTE 11	SANDY CREEK	13145	315-387-3412	315-387-3677	Gov't Sales Rep	SANDYCREEK@CAZEQUIP.COM
CAZENOVIA EQUIPMENT CO., INC	8186 SENECA TURNPIKE	CLINTON	13323	315-734-9015	315-734-9305	Gov't Sales Rep	CLINTON@CAZEQUIP.COM
CHIEF EQUIPMENT, INC.	522 EDWARDS AVENUE	CALVERTON	11933	631-727-8700	631-727-1825	Gov't Sales Rep	ADELLOIACONO@CHIEFEQUIP.COM
CHIEF EQUIPMENT, INC.	400 W. OLD COUNTRY ROAD	HICKSVILLE	11801	516-868-1400	516-868-4245	Gov't Sales Rep	ADELLOIACONO@CHIEFEQUIP.COM
DELAWARE SPORT CENTER LLC	30104 STATE HWY 10	WALTON	13856	607-865-8888	607-865-8709	Gov't Sales Rep	SALES@DELAWARESPORTCENTER.NET
DRAKE LAWN & GARDEN, INC.	9570 COUNTY ROAD	CLARENCE CTR	14032	716-741-9115	716-741-8367	Gov't Sales Rep	JUDY@DRAKELAWN.COM
DRYDEN LAWN & RECREATION	54 NORTH STREET BOX 605	DRYDEN	13053	607-844-8671	607-844-3378	Gov't Sales Rep	STEVEC@DRYDENLAWN.COM
FALLS FARM & GARDEN EQUIP	1115 DIX AVENUE	HUDSON FALLS	12839	5187475252	5187473393	Gov't Sales Rep	TIM@FALLSFARM.COM
FINCH SERVICES, INC.	3731 HORSEBLOCK ROAD UNIT #9	MEDFORD	11763	800-560-3373	631-591-3447	Gov't Sales Rep	WESTMINSTER@FINCHINC.COM
FINCH TURF, LLC	9384 MAIN STREET	DANSVILLE	14437	844-346-2453	410-848-5525	Gov't Sales Rep	INFO@FINCHTURF.COM
KEIL EQUIPMENT CO., INC.	7536 N BROADWAY	RED HOOK	12571	845-758-8888	845-758-8887	Gov't Sales Rep	KIMK@KEILEQUIPMENT.COM

Dealer Name	Address	City	Zip	Phone	Fax	Contact	Email Address
KEIL EQUIPMENT CO., INC.	2356 ROUTE 9	HUDSON	12534	518-537-6221	518-537-5276	Gov't Sales Rep	BRADK@KEILEQUIPMENT.COM
KNIGHTES' FARM LAWN & GARDEN	7160 STATE ROUTE 158	SCHENECTADY	12306-7513	518-355-4669	518-355-4669	Gov't Sales Rep	KNIGHTESFARM@AOL.COM
LANDPRO EQUIPMENT LLC	2070 CAYUGA DRIVE	NIAGARA FALLS	14304	716-731-1330	716-731-1760	Gov't Sales Rep	MAILNIAGARAFALLS@LANDPROEQUIP.COM
LANDPRO EQUIPMENT LLC	13330 ROUTE 31	SAVANNAH	13146	315-365-2888	315-365-2887	Gov't Sales Rep	SAVANNAHMAIL@LANDPROEQUIP.COM
LANDPRO EQUIPMENT LLC	185 MACEDON CENTER ROAD	MACEDON	14502	585-425-4428	585-425-3062	Gov't Sales Rep	MACEDONMAIL@LANDPROEQUIP.COM
LANDPRO EQUIPMENT LLC	7689 RIDGE ROAD WEST	BROCKPORT	14420	585-637-3700	585-637-2543	Gov't Sales Rep	BROCKPORTMAIL@LANDPROEQUIP.COM
LANDPRO EQUIPMENT LLC	5614 TEC DRIVE	AVON	14414	585-226-9680	585-226-9633	Gov't Sales Rep	AVONMAIL@LANDPROEQUIP.COM
LANDPRO EQUIPMENT LLC	4751 COUNTY ROAD 5	HALL	14463	585-526-6325	585-526-6073	Gov't Sales Rep	HALLMAIL@LANDPROEQUIP.COM
LANDPRO EQUIPMENT LLC	336 VAUGHN STREET	SPRINGVILLE	14141	716-592-4058	716-592-0894	Gov't Sales Rep	MAILSPRINGVILLE@LANDPROEQUIP.COM
LANDPRO EQUIPMENT LLC	7615 LEWISTON ROAD	OAKFIELD	14125	585-948-5261	585-948-8139	Gov't Sales Rep	MAILOAKFIELD@LANDPROEQUIP.COM
LANDPRO EQUIPMENT LLC	8926 WEST MAIN STREET	CLYMER	14724	716-355-4236	716-355-8886	Gov't Sales Rep	MAILCLYMER@LANDPROEQUIP.COM
LANDPRO EQUIPMENT LLC	3517 RAILROAD AVENUE	ALEXANDER	14005	585-591-1670	585-591-3239	Gov't Sales Rep	MAILALEXANDER@LANDPROEQUIP.COM
LANDPRO EQUIPMENT LLC	1756 LINDQUIST DRIVE	FALCONER	14733-9710	716-665-3110	716-665-4216	Gov't Sales Rep	MAILFALCONER@LANDPROEQUIP.COM
LEBERGE & CURTIS, INC.	5984 COUNTY ROUTE 27	CANTON	13617	315-386-8568	315-386-5285	Gov't Sales Rep	AWHITE@LEBERGEANDCURTIS.COM
LINDSEY EQUIPMENT	134 DANIEL ZENKER DRIVE	BIG FLATS	14814	607-562-3226	607-562-3296	Gov't Sales Rep	GARYFOLNSBEE@LINDSEYEQUIPMENTUS.COM
LINDSEY EQUIPMENT	8390 ROUTE 434	APALACHIN	13732	607-625-5570	607-625-5515	Gov't Sales Rep	GERRYWILCOX@LINDSEYEQUIPMENTUS.COM
LINDSEY EQUIPMENT	112 ROUTE 369	PORT CRANE	13833	607-648-5776	607-648-3513	Gov't Sales Rep	HFARR@LINDSEYEQUIPMENTUS.COM
LINDSEY EQUIPMENT	207 WEST SERVICE ROAD	BINGHAMTON	13901	607-648-5776	607-648-3513	Gov't Sales Rep	HFARR@LINDSEYEQUIPMENTUS.COM
M & R SPORTS AND MOWER, INC.	2014 CRANE BROOK DRIVE	AUBURN	13021	315-252-9069	315-255-0776	Gov't Sales Rep	MANDRSPO@ROCHESTER.RR.COM
MOUNTAIN VIEW EQUIPMENT, LLC	8092 STATE ROUTE 9	PLATTSBURGH	12901	518-561-3682	518-5613724	Gov't Sales Rep	SCOTT@MTNVIEWEQUIP.COM
MOUNTAIN VIEW EQUIPMENT, LLC	4041 STATE ROUTE 11	MALONE	12953	518-483-0420	518-4832197	Gov't Sales Rep	CHET@MTNVIEWEQUIP.COM
MULLALLY TRACTOR SALES, INC.	4510 STATE ROUTE 52	JEFFERSONVILLE	12748	845-482-5222	845-482-9028	Gov't Sales Rep	MTS1@HVC.RR.COM
NORTH SYRACUSE LAWN & SNOW	8279 ROUTE 11	CICERO	13039	315-699-5221	315-699-5222	Gov't Sales Rep	LAWNSNOW@TRAKNET.COM
NORWICH IMPLEMENT, INC.	5621 STATE HIGHWAY 12	NORWICH	13815	607-336-6816	607-336-6816	Gov't Sales Rep	NI@FRONTIERNET.NET
O'HARA MACHINERY, INC.	1289 CHAMBERLAIN ROAD	AUBURN	13021	315-253-3203	315-253-9447	Gov't Sales Rep	DEERE@OHARAMACHINERY.COM

Dealer Name	Address	City	Zip	Phone	Fax	Contact	Email Address
R. ARGENTO & SONS, INC.	1 PROSPECT AVE	WHITE PLAINS	10607	914-949-1152	914-948-0255	Gov't Sales Rep	AL@ARGENTOANDSONS.COM
STANTON EQUIPMENT, INC.	522 EDWARDS AVENUE	CALVERTON	11933	860-623-8296	860-627-9832	Gov't Sales Rep	SCOT@STANTONEQ.COM
THE HUDSON RIVER TRACTOR CO.	11853 STATE ROUTE 40	SCHAGHTICOKE	12154	518-692-2676	518-692-8025	Gov't Sales Rep	DONC@HRTCOMPANY.COM
THE HUDSON RIVER TRACTOR CO.	25 6 1/2 STATION ROAD	GOSHEN	10924	845-294-2500	845-294-8223	Gov't Sales Rep	ROBH@HRTCOMPANY.COM
THE HUDSON RIVER TRACTOR CO.	2173 ROUTE 203	CHATHAM	12037	518-392-2505	518-392-7727	Gov't Sales Rep	RON@HRTCOMPANY.COM
THE HUDSON RIVER TRACTOR CO.	3021 ROUTE 5 SOUTH	FULTONVILLE	12072	518-853-3405	518-853-8697	Gov't Sales Rep	TORY@HRTCOMPANY.COM
THE HUDSON RIVER TRACTOR CO.	1917 RT 9	CLIFTON PARK	12065	518-877-5059	518-877-6342	Gov't Sales Rep	SAMN@HRTCOMPANY.COM

Attachment: JohnDeerePurchaseofgator11.20.21 (RES-2021-1128 : Purchase of John Deere Gator (CRS#3039))

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 25131 **RESOLUTION 2021-1129** **ADOPTED**

Delta-Sonic Carwash Systems, Inc. (CRS#3070) Police Car Wash Contract

Town Board Agenda Item: December 20, 2021

TO: **Town Board**

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

RE: **Delta-Sonic Carwash Systems, Inc. (CRS#3070)**
Police Car Wash Contract

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and Delta Sonic Carwash Systems, Inc., 570 Delaware Avenue, Buffalo, New York 14202 with regard to the above-entitled matter. This agreement has successfully completed the Contract Routing Process.

Thank you.

SPC:KB:msl
Attachments
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: December 20, 2021)**

12/20/2021
Consent

FINANCIAL IMPACT:

A3210 .4230: Not to Exceed $4,336.96

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

TOWN OF AMHERST POLICE DEPARTMENT

INTRA-DEPARTMENTAL COMMUNICATION

Date:	December 7, 2021
To:	Town Attorney Office
From:	Captain Kevin Brown
Subject:	Police Car Wash Contract

We would like to award Delta Sonic Car Wash, 570 Delaware Ave. Buffalo, New York as the provider of car washes for the Amherst Police Department vehicles. Delta Sonic quoted a price of $15.99 per month for unlimited washes for selected vehicles and $5.00 per wash for 2022.

As of November 2020, the Town of Amherst Police has spent approximately $3,434.50 in car washes this year. It is anticipated that the total amount for 2021 will be below $5,000. On average over the last three years, the police department purchased 46 car washes per month, or 550 car washes per year.

Delta Sonic offers a monthly plan for unlimited washes for $15.99. That plan would be ideal and a potential savings for the 17 marked patrol cars. Those vehicles are washed more frequently and account for the majority of the fleet washes. The remaining fleet will be charged $5.00 per wash. The 17 marked patrol vehicles account for approximately 335 car washes a year. They would have unlimited washes at a cost of $3,261.96. The remaining approximately 215 washes, at $5.00 a wash would cost the town $1,075.00. For a total estimated cost of $4,336.96.

The department fleet can have their vehicles washed at any Delta Sonic car wash in the area. There will be two washes in town that are in close proximity to Police Headquarters. All fleet vehicles will have a bar code attached to the vehicle that will be scanned prior to being washed. Police vehicles will be allowed to use the express lane to limit wait times. Usage is tracked by Delta Sonic and an activity manifest is shared with the town showing vehicles being washed.

There are two other car washes located within the Town of Amherst. Audubon Laserwash and owner George Atalah were contacted and submitted a written quote of $8.00 a car wash. Based on the average of 550 car washes a year, it would cost the town $4,400. That estimated cost is slightly higher than Delta Sonic. Classy Chassy car wash was contacted by phone and email on 11/19/2020 and spoke to manager Justin Shaw. As of this date they did not respond with a quote.

To comply with the Town's procurement policy, enclosed is a written quote from the Delta Sonic Corporation, one signed copy of the Iran Divestment Act, and three signed copies of the addendum to contract.

Sincerely,
Capt. Kevin Brown

Attachment: DeltaSonicSignedDocsCRSRevised (RES-2021-1129 : Police Car Wash Contract (CRS# 3070))

Main Office: 570 Delaware Ave., Buffalo, New York 14202
Phone Number: 716-541-2333

Amherst Police Department

Unlimited Carwash

Type of Wash: Super Kiss Carwash Unlimited
Cost Per vehicle: $15.99
Wash Description: Under spray, Rust Inhibitor, Clear Coat Polish, Clear Coat Protection, High Pressure Sprays, Sonic Suds, Brake Dust Remover, Revitalizer. **ALL VEHICLES WILL HAVE FAST PASS LANE USE.**

17 Vehicles @ $15.99 a month = $271.83 per month (Tax exempt)
17 Vehicles @ $15.99 a Month = $1,603.98 for 6 Months
17 Vehicles @ $15.99 a Month = $3,261.96 for 1 year

The fleet of vehicles (approximately 54) will be charged $5.00 per wash when used. We will total up number of washes performed per monthly and invoice for number of washes. **ALL VEHCILES WILL HAVE FAST LANE USE WITH BAR CODE STICKER.**

Director of Commercial & Fleet Sales
Lawrence M Seibert
716-348-0808
Larryseibert@deltasoniccarwash.com

Attachment: DeltaSonicSignedDocsCRSRevised (RES-2021-1129 : Police Car Wash Contract (CRS# 3070))

Addendum to Contract VENDOR ON SITE Minor

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: DeltaSonicSignedDocsCRSRevised (RES-2021-1129 : Police Car Wash Contract (CRS# 3070))

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: DeltaSonicSignedDocsCRSRevised (RES-2021-1129 : Police Car Wash Contract (CRS# 3070))

regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Delta Sonic Car Wash Systems, Inc.
Print Name of Company

By: _____
Signature

BRIAN J. EVERS
Printed name

Date: 12/2/21

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: DeltaSonicSignedDocsCRSRevised (RES-2021-1129 : Police Car Wash Contract (CRS# 3070))

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: Delta Sonic Car Wash Systems, Inc.

Signature: [signature]

Print Name: Brian J. Evers

Title: VP-CFO

Date: 12/2/21

CHARLES H. BIDWELL
Notary Public, State of New York
Qualified in Niagara County
My Commission Expires Dec. 6, 2024

Sworn To Before Me This

2nd Day of December, 2021

[signature]
Notary Public

Revised 4.2017

Attachment: DeltaSonicSignedDocsCRSRevised (RES-2021-1129 : Police Car Wash Contract (CRS# 3070))

CERTIFICATE OF LIABILITY INSURANCE

DATE (M
12/01/2021

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 Marsh USA Inc. 99 High Street Boston, MA 02110 Attn: Boston.certrequest@Marsh.com CN117302421--GAWC-21-22	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED DELTA-SONIC CARWASH SYSTEMS, INC. 570 DELAWARE AVENUE BUFFALO, NY 14202-1284	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Sompo America Insurance Company — 11126 **INSURER B :** N/A — N/A **INSURER C :** Endurance Assurance Corporation — 11551 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-011236166-00 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X SIR: $250,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	GGR30000063400	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	$ 1,750, $ 100, $ 1, $ 1,750, $ 3,750, $ 3,750,
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ADVS1122W0	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll	$ 2,000, $ $ $ $ 1,
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Amherst is included as an additional insured. Coverage applies on a Primary and Non-Contributory basis for all ongoing and completed operations as required by written contract.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Marsh USA Inc.

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Attachment: DeltaSonicSignedDocsCRSRevised (RES-2021-1129 : Police Car Wash Contract (CRS# 3070))

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) Benderson Development Company, LLC 570 Delaware Ave. Buffalo, NY 14202 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)* Delta-Sonic Car Wash Systems Inc 570 Delaware Avenue Buffalo, NY 14202	1b. Business Telephone Number of Insured (716) 878-9600 1c. Federal Employer Identification Number of Insured or Social Security Number 16-0972035
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) THE TOWN OF AMHERST ATTN: BLDG. DEPARTMENT 5583 MAIN STREET WILLIAMSVILLE, NT 14221	3a. Name of Insurance Carrier Lincoln Life & Annuity Company of New York 3b. Policy Number of Entity Listed in box "1a" 000010233022 3c. Policy effective period: 09/06/2017 to 01/01/2022

4. Policy provides the following benefits:
- ☒ A. Both disability and paid family leave benefits.
- ☐ B. Disability benefits only.
- ☐ C. Paid family leave benefits only.

5. Policy covers:
- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- ☐ B. Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 04/24/2020 By Paul Martin

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 800-423-2765 Name and Title Paul Martin VP, Group Claims

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note**: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licens insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue t... form.

DB-120.1 (10-17)

Attachment: DeltaSonicSignedDocsCRSRevised (RES-2021-1129 : Police Car Wash Contract (CRS# 3070))

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier c licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled d to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one ye after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlie

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, exte or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying poli is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate hol with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit f or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured a provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municip department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: DeltaSonicSignedDocsCRSRevised (RES-2021-1129 : Police Car Wash Contract (CRS# 3070))

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
Delta-Sonic Carwash Systems, Inc. 1264 Main Street Buffalo, NY 14209	940-360-7215 1c. NYS Unemployment Insurance Employer Registration Number of Insured
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1d. Federal Employer Identification Number of Insured or Social Security Number 16-0972035
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst Attn: Bldg. Department 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier Sompo America Fire & Marine Insurance Company 3b. Policy Number of Entity Listed in Box "1a" JCDS1095R0 3c. Policy effective period 01/01/2021 to 01/01/2022 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☒ NO

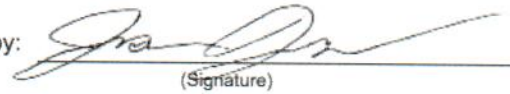
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Jason Dockery
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  January 06, 2021
(Signature) (Date)

Title: Senior Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 919-615-1392

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-15)

www.wcb.ny.gov

Attachment: DeltaSonicSignedDocsCRSRevised (RES-2021-1129 : Police Car Wash Contract (CRS# 3070))

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue an permit for or in connection with any work involving the employment of employees in a hazardous employment define by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory t the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein however, shall be construed as creating any liability on the part of such state or municipal department, board commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter int any contract for or in connection with any work involving the employment of employees in a hazardous employmen defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, sha not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactor to the chair, that compensation for all employees has been secured as provided by this chapter.

Attachment: DeltaSonicSignedDocsCRSRevised (RES-2021-1129 : Police Car Wash Contract (CRS# 3070))

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 25105 **RESOLUTION 2021-1130** **ADOPTED**

Yoga Instruction Yoga Parkside Foundation (CRS# 3043)

Town Board Agenda Item: December 20, 2021

TO: **Town Board**

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

RE: **Yoga Instruction**
Yoga Parkside Foundation (CRS# 3043)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute an agreement between the Town of Amherst (Police) and Yoga Parkside Foundation with regard to the above-entitled matter. This agreement has successfully completed the Contract Routing System.

Thank you.

SPC: msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: December 20, 2021)**

12/20/2021
Consent

FINANCIAL IMPACT:

There is no cost to the Town for these classes.

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

AMHERST POLICE DEPARTMENT
500 JOHN J. AUDUBON PARKWAY
AMHERST, NEW YORK 14228
716-689-1322
FAX 716-689-1310
SCOTT P. CHAMBERLIN
CHIEF OF POLICE

November 18, 2021

Megan McClain, Vice President
Yoga Parkside Foundation
2 Wallace Avenue
Buffalo, New York 14214
Dear Ms. McClain,

This is your independent contract agreement for 2022 to hold yoga classes for the members of the Amherst Police Department.

The Yoga Parkside Foundation agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the instructors, its agents, and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the activities performed under this agreement.

AGREEMENT

Name of Entity: Yoga Parkside Foundation, Non-profit Organization
2 Wallace Ave, Buffalo, New York 14214
info@yogaparkside.com
716-772-8092

Instructors: Megan Callahan
Paul Palumbo
Elizabeth Vetrano

Date & Time: Biweekly classes beginning in January 2022 and running through December 2022. These class times will vary.

Location: Town of Amherst Police Department's Community Policing & Training Facility, 4220 Bailey Avenue, Amherst, New York 14226

Fees: There will be no fees associated with this agreement.

Attachment: YogaParksideFoundationFullContract12.20.2021 (RES-2021-1130 : Yoga Instruction (CRS# 3043))

AGREED TO AND ACCEPTED BY:

YOGA PARKSIDE FOUNDATION

Megan McClain, Vice President

Nov 19, 2021
Date

TOWN OF AMHERST

Brian J. Kulpa, Supervisor

Date

Attachment: YogaParksideFoundationFullContract12.20.2021 (RES-2021-1130 : Yoga Instruction (CRS# 3043))

Addendum to Contract VENDOR ON SITE Minor

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: YogaParksideFoundationFullContract12.20.2021 (RES-2021-1130 : Yoga Instruction (CRS# 3043))

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: YogaParksideFoundationFullContract12.20.2021 (RES-2021-1130 : Yoga Instruction (CRS# 3043))

regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Yoga Parkside Foundation
Print Name of Company

By: _____
Signature

Megank McClain Kwacz
Printed name

Date: Nov 19, 2021

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: YogaParksideFoundationFullContract12.20.2021 (RES-2021-1130 : Yoga Instruction (CRS# 3043))

CERTIFICATE OF LIABILITY INSURANCE

DA 11/17/2021

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 POLI BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHOR 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 endo If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A stateme this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Brant W Hodgson	
Hodgson Agency Inc 7336 Boston State Rd. P.O. Box 199 N. Boston NY 14110	PHONE (A/C, No, Ext): (716) 649-4100	FAX (A/C, No): (716) 649-92
	E-MAIL ADDRESS: skip@hodgsonagency.net	
	INSURER(S) AFFORDING COVERAGE	NAI
	INSURER A : ERIE INSURANCE CO	262
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED

Yoga Parkside Foundation Inc
2 WALLACE AVE
BUFFALO NY 14214-1515

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PE INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	Q61-0127257	08/11/2021	08/11/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Amherst is included as Additional Insured. Coverage applies on a Primary and Non-Contributory Basis for all ongoing and completed operations.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERE ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brant W Hodgson

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Attachment: YogaParksideFoundationFullContract12.20.2021 (RES-2021-1130 : Yoga Instruction (CRS# 3043))

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

Insured Detail

1a. Legal Name and address of Insured (Use street address only) Yoga Parkside Foundation Inc 2 Wallace Ave Buffalo, NY 14214 Work Location of Insured *(Only required if coverage is specifically limited to certain location in New York State, i.e. a Wrap-Up Policy)*	**1b. Business Telephone Number of Insured** 716-322-8130 **1c. NYS Unemployment Insurance Employer Registration Number of Insured** **1d. Federal Employer Identification Number of Insured or Social Security Number** 830602694
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) The Town Of Amherst 5583 Main St Amherst, NY 14221	**3a.Name of Insurance Carrier** Sequoia Insurance Company **3b. Policy Number of entity listed in box "1a":** QWC1163274 **3c. Policy effective period:** 7/1/2021 to 7/1/2022 **3d. The Proprietor, Partners or Executive Officers are:** ☐ **included** (Only check box if all partners/officers included) ☑ **all excluded or certain partners/officers excluded**

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved By: Matt Zender
(Print name of authorized representative or licensed agent of insurance carrier)



Approved By: _____ 11/30/2021
(Signature) (Date)

Title: SVP, Workers Comp Production Management

Attachment: YogaParksideFoundationFullContract12.20.2021 (RES-2021-1130 : Yoga Instruction (CRS# 3043))

Telephone Number of authorized representative or licensed agent of insurance carrier: CarrierPhone

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form . Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17) **www.wcb.ny.go**

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

C-105.2 (9-17) REVERSE

Attachment: YogaParksideFoundationFullContract12.20.2021 (RES-2021-1130 : Yoga Instruction (CRS# 3043))

NEW YORK STATE Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)

YOGA PARKSIDE FOUNDATION INC
2 WALLACE AVE
BUFFALO, NY 14214

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

716-322-8130

1c. Federal Employer Identification Number of Insured or Social Security Number

830602694

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

Town of Amherst
5583 Main Street
Williamsville, New York 14221

3a Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT

3b Policy Number of Entity Listed in Box "1a"

LNY845272

3c Policy effective period

07-01-2021 to 06-30-2022

4. Policy provides the following benefits:

- [x] **A. Both disability and paid family leave benefits.**
- [ ] **B. Disability benefits only.**
- [ ] **C. Paid family leave benefits only.**

5. Policy covers:

- [x] **A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.**
- [ ] **B. Only the following class or classes of employer's employees:**

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 11-22-2021 *Elizabeth Tello*

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 553-8074 **Name and Title:** Elizabeth Tello – Assistant Director, Statutory Services

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed **By**

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number **Name and Title**

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

DB-120.1 (10-17)

DB-120.1 (10-17)

IH

Attachment: YogaParksideFoundationFullContract12.20.2021 (RES-2021-1130 : Yoga Instruction (CRS# 3043))

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1 a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices my be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: YogaParksideFoundationFullContract12.20.2021 (RES-2021-1130 : Yoga Instruction (CRS# 3043))

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Senior Services
Initiated by: **Brian Bray**
Co-Sponsored by:

DOC ID: 25106 **RESOLUTION 2021-1131** **ADOPTED**

Fourth Amendment (CRS #3065) 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, 2022.

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 12/07/2021.

12/20/2021
Consent

FINANCIAL IMPACT:

Increase in the reimbursement per meal from the County for congregate meals. Increase from $3.43 to $3.87.

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

Contract Fourth Amendment

THIS FOURTH AMENDMENT made on January 1, 2022 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 fourth 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"), as amended.
2. The Agreement, as amended, is hereby further amended to extend the term for the period 1/1/22-12/31/22, as per the original agreement, Section 2.1 Term of the Agreement: "The County, in its sole discretion, may extend the agreement beyond its initial term for up to two (2) additional one (1)-year periods at the same prices and conditions."
3. The Agreement, as amended, is hereby further amended to replace **Schedule E: Remuneration Schedule** with attached **Schedule E: Remuneration Schedule (rev. 12.6.21).**
4. The Agreement is hereby amended to replace **Schedule E: Attachment** with attached **Schedule E: Attachment (rev. 12.6.21).**
5. 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)
Randall Hoak, Acting Commissioner Dept. of Senior Services
Date: _____

Approved as to form:
By: (Electronically signed)
Martin Polowy, Assistant County Attorney
Date: _____

Document# 19-184-SS (AMEND 4)

Attachment: Town of Amherst Congregate Dining Amendment 2022 (RES-2021-1131 : Fourth Amendment (CRS #3065) Erie County Congregate

SCHEDULE E: Remuneration rev. 12.6.21

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 **$3.87** per meal.
3. Clean-up Costs: The County shall reimburse the Agency for clean-up at the congregate site as specified in Schedule A, at a rate of **$.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: Schedule E Remuneration Amherst Congregate 2022 (RES-2021-1131 : Fourth Amendment (CRS #3065) Erie County Congregate

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 25112 **RESOLUTION 2021-1132** **ADOPTED**

Class Instructor/Sub-Contractor Commitment Form CRS# 3046

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the Town of Amherst (Dept. of Senior Services) and Sebnem Mekinulov, Music Instructor.

12/20/2021
Consent

FINANCIAL IMPACT:

The cost of $25 per hour will be charged to A6772-4090

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

TOWN OF AMHERST

CLASS INSTRUCTOR/SUB-CONTRACTOR COMMITMENT FORM

Amherst Center for Senior Services
370 John James Audubon Pkwy.
Amherst NY 14228

Instructor Name: Sebnem Mekinulov
(Payment/Check payable to same)

Address: 101 Maynard Drive

Amherst, New York 14226

Class/Activity: Music Instructor

This is a -5- **year contract.**

Start Date: January 15, 2022 **Date executed below by the Town Supervisor**

End Date: January 15, 2027

Rate per hr.: $25.00

SEBNEM MEKINULOV, **agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the instructor, its agents and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreements.**

Instructor/Leader Signature — Date: 11.22.21

Brian J. Kulpa, Supervisor, Town of Amherst — Date

Contract Name _____ CRS#_____ Vendor Name _____

Attachment: Mekinulov-1122021131820-0001 (RES-2021-1132 : Class Instructor/Sub-Contractor Commitment Form CRS# 3046)

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Senior Services
Initiated by: **Brian Bray**
Co-Sponsored by:

DOC ID: 25144 **RESOLUTION 2021-1133** **ADOPTED AS AMENDED**

Home Delivered Meals - Amherst Meals on Wheels (CRS #3102)

Please adopt a resolution authorizing the Supervisor to execute a contract with Amherst Meals on Wheels upon gaining approval from the Town Attorney as well as completion of the contract routing system.

12/20/2021
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Bucki. A motion to amend was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

The contract allots 4,600 meals to Amherst Meals on Wheels per month, and charges them $6.87 per meal for every meal greater than their allotment.

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

AGREEMENT

This Agreement (the "Agreement") is made effective as of the 1st day of January, 2022, is between Amherst Meals on Wheels, Inc., a not-for-profit corporation with its principal office for the transaction of business at 370 John James Audubon Parkway, Amherst, New York 14228 (hereinafter referred to as "AMOW") and the Town of Amherst (hereinafter referred to as "Town") a municipal corporation with its principal office for the transaction of business at 5583 Main Street, Williamsville, NY 14221.

Witnesseth:

WHEREAS, the parties previously entered into contracts concerning the provision of home-delivered meals to various residents of the Town of Amherst; and

WHEREAS, AMOW presently administers the home-delivered meal program by providing the following services:

a) Deliver two nutritionally balanced home-delivered meals (one hot, one cold, "combo meals"), Monday through Friday, except upon holidays designated by the Town.

b) Serve Amherst residents requiring home-delivered meal services;

c) Receive information provided by the Town in connection with its intake and assessment of potential clients, for purposes of providing meals for potential clients for whom AMOW's services are recommended.

d) Establish delivery routes.

e) Obtain physicians referrals and determine the need for special diets.

f) Recruit, supervise, and assign volunteers.

g) Billing services.

h) Enter into and perform contracts with third parties whereby home-delivered meals and/or other services in keeping with the mission of AMOW are provided by AMOW, including but not limited to, the services required by the existing Contract with the County of Erie. AMOW acknowledges and agrees that in the event third parties are

Attachment: Meals on Wheels Agreement (RES-2021-1133 : Home Delivered Meals - Amherst Meals on Wheels (CRS #3083))

present on the property belonging to the Town that AMOW shall arrange for said third party to provide appropriate proof of insurance coverage satisfactory to the Town with said insurance naming the Town as additional insured on a primary and noncontributory basis.

WHEREAS, the parties desire to enter into an agreement to provide home-delivered meals for eligible senior citizens pursuant to General Municipal Law §95-a.

NOW, THEREFORE, IN CONSIDERATION of the covenants and promises hereinafter set forth, the parties agree as follows:

1.) Term: This Agreement shall commence on January 1, 2022, and end on December 31, 2026 (the "Term") but the Town shall have the right to terminate this Agreement during the period from January 1, 2022, till December 31, 2022, upon giving at least ninety (90) days prior written notice by delivery via mail, email or personal service, at the addresses stated herein. Said notice will specify the effective date of termination. After that period should the Town not terminate this Agreement, either party may terminate this Agreement for good cause, at any time, upon at least ninety (90) days prior written notice by delivery via mail or personal service, at the addresses stated herein. Said notice will specify the effective date of termination. If this Agreement has not been renewed prior to December 31, 2026, the Agreement shall extend on a month-to-month basis for up to three months with the consideration being apportioned accordingly.

2.) Facilities: The Town shall provide a 29'x 12' office, a 12' x 10' office, and a 34' x 29' meal staging space to AMOW. In addition, the Town shall provide utilities, telephones, cleaning and maintenance services to AMOW. AMOW has access to laundry facilities, kitchen space, and conference room space as needed. The Town and AMOW will work cooperatively to manage the space utilized by AMOW. The Town shall continue to provide the aforementioned space and services to AMOW at no cost.

3.) Meals: The Town shall be the exclusive supplier of meals to AMOW. The meals must meet the home-delivered meal program's nutrition guidelines and be similar to meals the Town serves as part of the Erie County Congregate Dining Program.

a. The Town will provide up to 4,600 combo meals each month to AMOW at no cost. AMOW can only serve the aforementioned no-cost combo meals to qualified Amherst residents.

Attachment: Meals on Wheels Agreement (RES-2021-1133 : Home Delivered Meals - Amherst Meals on Wheels (CRS #3083))

b. If AMOW serves less than 4,600 combo meals in a month, it may carry over the balance of unused combo meals and use those combo meals in a subsequent month; AMOW can carry over a maximum of 300 combo meals can from one month to the next. AMOW cannot exchange unused combo meals for cash.

c. For every meal more than the sum of the 4,600 combo meal allotment and (if applicable) the number of combo meals it has carried over from the previous month, AMOW shall pay the Town the sum of the Payment for Food the Town receives from Erie County for meals as a member of the County's congregate dining program and the Recommended Voluntary Contribution for that same program. In 2022, the Payment for Food will be $3.87, and the Recommended Client Contribution was $3.00, for a total of $6.87. AMOW shall therefore, in 2022, pay the Town $6.87 for every meal greater than the allotted amount.

   The amount the Town receives from Erie County for the Payment for Food changes annually. The Town must notify AMOW when it agrees to the fee from Erie County of the new amount.

d. If the cost for food unexpectedly increases during a year, the Town and AMOW shall renegotiate the combo meal allotment for the following year. The allotment shall be mutually agreed on November 15 for the following year.

e. If AMOW enters into an agreement to serve meals to individuals not residing in Amherst, the Town and AMOW shall negotiate the amount AMOW will pay the Town for each meal served to non-residents.

f. AMOW is responsible for the cost of the packaging and any paper products accompanying the meal, such as aluminum pans, bags, napkins, and plasticware. If the Town purchases these products on behalf of AMOW or for any other purpose related to the home-delivered program, AMOW shall reimburse the Town for the cost of those products.

4.) Software: The Town extends the right of AMOW to use the Contact Management software as per the Amherst Meals on Wheels Contract Management Program Software License for the duration of this Agreement.

Attachment: Meals on Wheels Agreement (RES-2021-1133 : Home Delivered Meals - Amherst Meals on Wheels (CRS #3083))

5.) Miscellaneous

a. This Agreement is made and entered into and shall be construed in accordance with the laws of the State of New York.

b. This Agreement shall not be assigned in whole or in part by either part without the express written consent of the other.

c. In the event that any portion of this Agreement shall be determined to be invalid or unenforceable the remainder of this Agreement shall be deemed to continue to be binding upon the parties hereto in the same manner as if the invalid or unenforceable provision where not part of this Agreement.

d. This Agreement may only be amended or modified by a written agreement signed by the parties hereto and specifically referencing this Agreement.

e. Any notice required shall be deemed to have been given upon a deposit in the United States mail as follows: 1) Amherst Meals on Wheels, Inc., Attention Diane R. Tiveron, 2410 N. Forest Road, Getzville, NY 14068; 2) Amherst Center for Senior Services, Attention Director of Senior Services, 370 John James Audubon Parkway, Amherst, New York 14228; and; 3.) Town of Amherst, Attention Town Attorney's Office, 5583 Main Street, Williamsville, New York 14221.

f. To the fullest extent permitted by law, AMOW 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, including but not limited to claims for personal injury and/or death to all persons arising out of the use of the premises by the Tenant or its officers, agents, and/or employees as well as the negligence, active or passive, of the Tenant its officers, agents and/or employees.

AMOW shall be solely responsible to 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 its operations under this Agreement. The amounts of such insurance shall be in an amount not less than $1,000,000.00 per occurrence for bodily injury , advertising injury, death and property damage including wrongful death, and

Attachment: Meals on Wheels Agreement (RES-2021-1133 : Home Delivered Meals - Amherst Meals on Wheels (CRS #3083))

$2,000,000.00 aggregate. Umbrella or excess coverage shall be in an amount of at least $5,000,000.00.

AMOW shall furnish adequate proof of the existence of the above 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 and name the Town as a certificate holder . AMOW shall further assure that the policies shall not be cancelled, reduced in the amount of coverage, surrendered or allowed to expire without the Town being provided with thirty (30) days prior written notice.

Until such time as the employees currently employed by the Town which provide the services associated with AMOW continue to be employed to provide such services, the Town shall be solely responsible for any and all employment related insurances, including disability and workers' compensation insurance.

g. Neither party shall be liable to the other for any acts or omissions of the other, and each agrees to defend, indemnify and hold harmless the other their respective officers, directors, employees and agents from and against any and all judgments, liabilities, claims, demands, lawsuits, losses, costs, expenses of injuries or death to persons and damage to property (including reasonable attorneys fees on account thereof) arising from or relating to any act omission, fault, negligence or misconduct by the other, its officers, directors, employees, agents, volunteers or subcontractors.

h. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

i. 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.

j. The Tenant 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

Attachment: Meals on Wheels Agreement (RES-2021-1133 : Home Delivered Meals - Amherst Meals on Wheels (CRS #3083))

not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

k. 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.

l. 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.

m. 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.

n. 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

Attachment: Meals on Wheels Agreement (RES-2021-1133 : Home Delivered Meals - Amherst Meals on Wheels (CRS #3083))

Town of Amherst

By: _____

Print Name: _____

Title: _____

Date: _____

Amherst Meals on Wheels

By: _____

Print Name: _____

Title: _____

Date: _____

Attachment: Meals on Wheels Agreement (RES-2021-1133 : Home Delivered Meals - Amherst Meals on Wheels (CRS #3083))

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Youth & Recreation
Initiated by: **Eric Guzdek**
Co-Sponsored by: **Deputy Supervisor Jacqualine Berger**

DOC ID: 25093 **RESOLUTION 2021-1134** **ADOPTED**

Travel Authorization

Authorize Eric Guzdek to travel to the 2022 USA Hockey Winter Meeting in Orlando, FL from January 12-17, 2022 at no cost to the Town.

12/20/2021
Consent

FINANCIAL IMPACT:

None

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Jacqualine Berger
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 2/22/2021*

☒ $250 + or greater than 75 miles — Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
ERIC GUZIEK	4327	Y+R	(716) 207-2227

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
1/12/2022	1/17/2022	ORLANDO FL	USA HOCKEY WINTER MEETINGS

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.56			
Tolls —			
Parking —			
Local Transportation (bus/taxi)			
Plane/Rail/Bus —			
Lodging:			
# nights @ $ —			
Meals:			
IRS Per Diem Per Day: $ —			
1st & Last Day of Travel @ 75%			
# Breakfasts @ $ —			
# Lunches @ $ —			
# Dinners @ $ —			
# Incidentals @ $ —			
Registration/Conference Fee —			
Other			N/A
Subtotal			N/A
Contingency - 10% of subtotal or $200			
TOTAL $0.00			

Request Approved By:

Mary Diana Polizzi

Department Head Signature

12/2/21

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

Complete Shaded Area
For Expense Reimbursement

Town Board :

Town Board Resolution & Date

Attachment: USA Hockey Travel Request (RES-2021-1134 : Travel Authorization)

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by: **Deputy Supervisor Jacqualine Berger**

DOC ID: 25143 **RESOLUTION 2021-1135** **ADOPTED**

2022 Summer Camp Fees

Set fees for 2022 summer day camps as follows:

Elementary camps $175.00
Summer Explorers (middle school) Camp $185.00
Non-residents for both $250.00

This represents a $10.00 increase for residents and is still below market rate for similar programs. Fees were last raised in 2019.

These fees were reviewed and approved by the Amherst Youth Board at its meeting on 12/8/21.

12/20/2021
Consent

FINANCIAL IMPACT:

Revenue increase of up to $14,000.00 to A 7145

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Jacqualine Berger
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: 12/20/21 07:00 PM
Department: Town Clerk
Initiated by: **Kathleen Cooper**
Co-Sponsored by:

DOC ID: 22672 **RESOLUTION 2021-78** **TABLED (NO VOTE)**

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.

4/19/2021
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 7:08 PM.

There were no speakers from the public. Supervisor Kulpa moved to Table the public hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was Tabled at 7:09 PM.

FINANCIAL IMPACT:

None for the purposes of this resolution.

RESULT: TABLED (NO VOTE)

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,

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.

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: 12/20/21 07:00 PM
Department: Town Clerk
Initiated by: **Kathleen Cooper**
Co-Sponsored by:

DOC ID: 22856 **RESOLUTION 2021-153** **TABLED (NO VOTE)**

Amend the Audubon Development Plan and the Zoning Map to Reclassify 2160 & 2170 North Forest Road from NCD-SA to NCD-ND

DRAFT RESOLUTION
(2/22/21)

Amend the Audubon Development Plan and the Zoning Map
[2160 & 2170 North Forest Road (NCD); Z-2020-06]

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR have been completed and the Town Board issues the attached Negative Declaration, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of January 21, 2021 that the proposed New Community District - Neighborhood District (NCD-ND) classification at 2160 & 2170 North Forest Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that to the extent the proposed classification is not consistent with the adopted Comprehensive Plan, the plan is hereby amended to be consistent with the proposed classification 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 condition as recommended by the Planning Board:

1. That the petitioner include additional parking spaces beyond the 17 spaces shown on the concept plan at the site plan stage.

2/22/2021
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 7:32 PM.

Sean Hopkins, Esq. presented.

The following speakers addressed the Town Board:
Joseph Hausbeck, 2180 N. Forest Rd. - Spoke in opposition; does not fit the concept of the neighborhood; submitted a letter listing various concerns

Fran Cummings, 2200 N. Forest Rd. - Voiced her concerns; property floods; traffic
Karen Macris, 2230 N. Forest Rd. - Asked questions; concern of dorm-like apartments; dumpster location and noise

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the public hearing to March 8th. The motion was seconded by Councilmember Szukala and unanimously approved 5-0. The public hearing was adjourned at 8:17 PM.

3/8/2021

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

4/5/2021

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 7:05 PM.

Sean Hopkins, Esq. presented updated plans.

The following speakers addressed the Town Board:
Fran Cummings, 2200 N. Forest Rd. - Concerned about it being student housing, lighting spillover, flooding and traffic
Joseph Hausbeck, 2180 N. Forest Rd. - Concerned about excavation of the site and the project being too large

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the public hearing to April 19th. The motion was seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was adjourned at 7:34 PM.

4/19/2021

Per Supervisor Kulpa, the Petitioner has requested an adjournment. Supervisor Kulpa then moved to Adjourn to May 3rd, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The hearing was adjourned at 7:09 PM.

5/03/2021

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was opened at 7:09 PM.

Sean Hopkins, Esq. presented updated plans.

The following speaker addressed the Town Board:
Fran Cummings, 2200 N. Forest Rd. - Voiced her continued concerns regarding flooding, student housing in their senior citizen community

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was closed at 7:29 PM.

1/18/2022

A motion was made by Supervisor Kulpa to remove from Unfinished Business, seconded by Councilmember Bucki and unanimously approved 5-0.

A motion was made by Supervisor Kulpa to schedule a public hearing for the February 28th Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

RESULT:	**TABLED (NO VOTE)**	**Next: 1/18/2022 7:00 PM**

TOWN OF AMHERST

TOWN CLERK'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7021
FAX (716) 631-7152
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Kathleen Cooper
Deputy Town Clerk

Timothy Koller
Deputy Town Clerk

March 3, 2021

MEMO TO: David Marrano, Town Assessor

FROM: Francina Spoth, Town Clerk

RE: Petition

The attached petition, in connection with the parcel located at 2160 and 2170 North Forest Road was received in my office. Will you kindly check if the protest has been signed by the owners of 20% or more, either of the area of the land included in such proposed change, or of the immediately adjacent extending 100 ft. therefrom, or of that directly opposite thereto, extending 100 ft. from the street frontage of such opposite land, as provided in Zoning Ordinance, section XXI, Article 2.

Attachment
cc: Town Board
Town Attorney

Attachment: protest petition 2160 n forest-03042021095641 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

To: Members of the Amherst Town Board

c/o: Town of Amherst, Office of the Town Clerk

MAR03'21 PM 1:06 RCVD

Date: March 2, 2021

In Re: Requested Amendment to Rezone Property

Located at 2160 and 2170 North Forest Road

PROTEST PETITION

Pursuant to New York Consolidated Laws, Town Law, Section 265 (1)(b), we, the undersigned, being the owners of 20% or more of the area of land immediately adjacent to the land included in the above referenced proposed change, extending 100 feet therefrom, hereby petition that any such amendment shall require the approval of at least three-fourths of the members of the town board.

NAME:	ADDRESS:
Virginia Hancock	2180 North Forest Rd
Rosemary Blando	2180 North Forest Rd

Attachment: protest petition 2160 n forest-03042021095641 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

Town of Amherst, NY
Office of the Assessor
David C. Marrano SCA Assessor

5583 Main Street
Williamsville, New York 14221
Phone: (716) 631-7038
www.amherst.ny.us
dmarrano@amherst.ny.us

Memorandum

March 4, 2021

To: Francina Spoth, Town Clerk
Re: Petition – 2160 & 2170 North Forest Road

The protest petition for 2170 North Forest Road has been signed by the required property owners of one of Zoning Ordinance section XXI, Article 2. The signature(s) satisfied test 2. The Super Majority calculations are based on three tests:

1. 20% or more of the owners signed a petition
2. **20% of the AREA surround said rezoning within 100 feet has signed a petition**
3. 20% of the AREA within 100 feet directly across the street from said rezoning has signed a petition

Therefore a super majority vote will be required to enact the change in zoning, as it relates to 2170 North Forest Road.

2160 North Forest Road has not been signed by the required property owners to satisfy the Zoning Ordinance referenced above, as it relates to the 3 aforementioned tests.

Should you have questions, please feel free to contact me.

Cheryl E. Walfrand
Senior Real Property Appraiser

cc: David C. Marrano
Assessor

Attachment: protest petition 2160 n forest-03042021095641 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

D R A F T (2/22/21)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Town Board	**Project**: Z-2020-06
Address:	5583 Main Street Williamsville, NY 14221 (716) 631-7051	**Date**:

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

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

Title of Action:	Rezoning Request.
SEQR Status:	Type I
Description of Action:	Rezoning of 2.35± acres of land from NCD-SA to NCD-ND to allow a proposed 2-story, 8-unit apartment building.
Location:	2160 & 2170 North Forest Road (NCD), Town of Amherst, Erie County, New York
Petitioner:	Coromandel Estates Amherst, LLC

Attachment: Z-2020-06_draft TB Neg Dec_2160 & 2170_2.22.21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Full Environmental Assessment Form (EAF) - Part 1, a complete rezoning application, and concept plan, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed rezoning of 2.35± acres of land from NCD-SA to NCD-ND for a proposed 2-story, 8-unit apartment building 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. The Town Engineering Department on December 24, 2020 reviewed the application and EAF submitted on December 18, 2020, and had no objection or comments on the proposed rezoning. The Building Department requires that a floodplain development permit be obtained prior to final site plan approval.

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. A Landscape/Tree preservation Plan shall be required of the applicant upon submittal of a site plan application for development of the site at which stage 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. The project will comply with all regulations of the Town Zoning Ordinance before final site plan approval is granted. The Town Building Department on January 13, 2021 reviewed the application and EAF submitted on December 18, 2020, and has no objection or comments on the proposed rezoning.

4. The property is within an area identified by the State as potentially containing significant cultural or archeological resources. A Phase I Archaeological Reconnaissance Survey was conducted in October 2020 by the University at Buffalo's Department of Anthropology. The report concluded that no prehistoric or historic sites were identified and recommended no further work. The NYS Office of Parks, Recreation and Historic Preservation's letter of October 30, 2020 concurred that the action 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. The subject request is for reclassification from NCD-SA to NCD-ND. This property is in an area of Town with a variety of residential uses. The majority of this area is occupied by single-family homes, however, directly across North Forest Road from this site is the Beechwood Senior Residence/Asbury Pointe development. Within the past few years, apartment developments have been constructed further west along North Forest Road, most notably the "Muir Lake" apartments between Millersport Highway and John James Audubon Parkway. Therefore, the project is considered consistent with surrounding land use.

Attachment: Z-2020-06_draft TB Neg Dec_2160 & 2170_2.22.21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

6. The proposed reclassification to NCD-ND for the proposed 2-story, 8-unit apartment building will not cause a major change in the use of either the quantity or type of energy.

7. The reclassification to NCD-ND for the proposed 2-story, 8-unit apartment building will not create any hazard to human health.

8. The reclassification to NCD-ND 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 proposed 2-story, 8-unit apartment building will be consistent with the scale of surrounding land uses.

9. The reclassification to NCD-ND for the proposed 2-story, 8-unit apartment building 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 on December 30, 2020 and the NYS Department of Transportation on November 28, 2020 indicate that significant negative traffic impacts are not expected to result from the proposed project.

11. Coordinated reviews of the project have been undertaken by Town Departments including Building on January 13, 2021, Engineering on December 24, 2020, Attorney on January 4, 2021, Traffic/Safety Board on December 30, 2020, Assessor on December 23, 2020, and Right-of-Way Agent on December 29, 2020, along with outside agencies including the NYS Department of Environmental Conservation on January 22, 2021 and the Williamsville School District on December 28, 2020. 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

EK/ac
X:\Current_Planning\Files\Rezonings\2020\Z-2020-06_(2160 &_2170_North_Forest_Rd_NCD)_2020\Z-2020-06_draft TB Neg Dec_2.22.21.docx
cc: Amherst Town Clerk
Amherst Building Department
ECDEP
NYSDEC

Attachment: Z-2020-06_draft TB Neg Dec_2160 & 2170_2.22.21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

Attachment: Draft Local Law-Reclassification of 2160 2170 North Forest Road-08-24-20 (RES-2021-153 : 2160 & 2170 Request to Rezone and

LOCAL LAW NO. _____-201_

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A LOCAL LAW AMENDING CHAPTER 203 OF THE TOWN OF AMHERST CODE, KNOWN AS THE ZONING ORDINANCE, TO REZONE/RECLASSIFY 2160 AND 2170 NORTH FOREST ROAD FROM NCD-SA TO NCD-ND AND TO AMEND THE AUDUBON DEVELOPMENT PLAN AND TO AMEND THE ZONING MAP ACCORDINGLY.

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

Section 1. Title.

This Local Law shall be referred to as, "A Local Law Amending Chapter 203 of Town of Amherst Code, Known As The Zoning Ordinance, to Rezone/Reclassify 2160 and 2170 North Forest Road from NCD-SA to NCD-ND and to Amend The Audubon Development Plan and to Amend The Zoning Map Accordingly".

Section 2. Legislative Findings and Intent.

The Town Board of the Town of Amherst finds that an application to rezone/reclassify 2160 and 2170 North Forest Road from NCD-SA to NCD-ND and Amend the Audubon Development Plan and to Amend the Zoning Map Accordingly has been filed and is in proper order. The Town Board further finds that the request including the rezoning/reclassification and the amendment of the Audubon Development Plan is consistent with the Comprehensive Plan.

Section 3. Amherst Zoning Map.

The Town Board hereby: 1.) amends its Zoning Map which is incorporated by reference in the Town Zoning Code by amending/reclassifying from NCD-SA to NCD-ND the parcels at 2160 and 2170 North Forest Road; and 2.) amending the Audubon Development Plan, both being **subject to any conditions imposed by the authorizing resolution**; legally described as follows:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie, State of New York, being part of Lot 68, Township 12, Range 7 of the Holland Land Survey so-called and further bounded and described as follows.

BEGINNING at the intersection of the centerline of Stahl Road (66.0 feet wide) with the centerline of North Forest Road (66.0 feet wide):

THENCE: Southerly, along the centerline of Stahl Road extended southerly, a

distance of 108 feet more or less to the north bank of Ellicott Creek;

THENCE: Westerly along said north bank of Ellicott Creek, a distance of 583 feet more or less to the west line of lands conveyed to Peter D. Durham by deed recorded in the Erie County Clerk's Office in Liber 9264 of Deeds at page 188;

THENCE: Northerly along said west line of Peter D. Durham lands, a distance of 10 feet more or less to the north bank of Ellicott Creek;

THENCE: Westerly and southerly along said north bank of Ellicott Creek, a distance of 227 feet more or less to a point distant 100 feet westerly from the said west line of Peter D. Durham lands as measured at right angles;

THENCE: Northerly along a line parallel with the west line of said Peter D. Durham lands distant 100.00 feet westerly therefrom measured at right angles, a distance of 491 feet more or less to the centerline of North Forest Road;

THENCE: Easterly, along said centerline of North Forest Road, a distance of 564.74 feet to the POINT OR PLACE OF BEGINNING.

Section 4. Validity.

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

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

Section 5. Effective Date.

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

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

Attachment: Draft Local Law-Reclassification of 2160 2170 North Forest Road-08-24-20 (RES-2021-153 : 2160 & 2170 Request to Rezone and

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

Town Board Agenda of February 22, 2021

February 9, 2021

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

Subject: Amendment #73 to the Audubon New Community District Development Plan to reclassify 2.35± acres of land from NCD-SA to NCD-ND; property located at 2160 & 2170 North Forest Road (NCD). Z-2020-06.

Honorable Members:

The subject property consists of two lots and forms a 2.35± acre irregularly shaped area located on the south side of North Forest Road, just west of the Stahl Road intersection. The site has 278.60± ft. of frontage and a depth of 497.16± ft. The site is vacant and partially wooded.

The south boundaries of the two lots are directly adjacent to Ellicott Creek, and the Ellicott Creek floodway extends onto both properties. A preliminary wetland investigation by Earth Dimensions, Inc. in July 2020 did not identify any federal jurisdictional wetlands or NYS wetlands on the subject properties. North Forest Road is a County collector.

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

The purpose of this request is to reclassify the land to allow a 2-story, 8-unit apartment building. The concept plan shows the building in the central portion of the site, with 17 parking spaces in front of the building, eight (8) of which are proposed to be in a free-standing garage. Parking would be accessed by one driveway to North Forest Road approximately in the center of the site. Space for emergency vehicle turnaround is shown between the building and the road. The plan also shows a covered patio with fire pit on the west side of the building and a dumpster location west of the building. Two stormwater basins are proposed near the north and south ends of the west property line. All development is shown outside the Ellicott Creek floodway.

The property was zoned New Community District – Suburban Agriculture (NCD-SA) with adoption of the Town-wide zoning ordinance and maps in 1976. No other requests are on file.

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

continued . .

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

A) **EXTENT TO WHICH THE PROPOSED AMENDMENT MEETS THE INTENT AND OBJECTIVES OF A NEW COMMUNITY DISTRICT AS EXPRESSED IN SECTION 5-2-2 OF THE ZONING ORDINANCE.**

The proposed revision to the development plan addresses the following objectives of the Zoning Ordinance.

Objectives

2-2A *A varied choice in the types of environment, occupancy, tenure, types and cost of housing, lot sizes, and community facilities available to existing and potential Town residents.*

The proposed project consists of a 2-story, 8-unit apartment building with 17 parking spaces in front of the building, eight (8) of which will be in a free-standing garage. One driveway to North Forest Road is shown in the central portion of the site. Two stormwater basins are proposed near the west property line. All development is shown outside the Ellicott Creek floodway.

The Assessor's office agrees with all statements made in the application and has no issue with the rezoning since units will be leased and not sold with condominium tax status.

The Building Department has approved the rezoning as submitted.

2-2B *Extensive usable open space and recreation areas, appropriate in terms of location, size and suitability of intended function.*

No usable open space or recreation areas are proposed with this project. The Ellicott Creek floodway, which extends onto these properties, will remain as open space and is prohibited by FEMA regulations from containing any structures.

2-2C *The provision of commercial, office or industrial uses of substantial real property tax productivity intended to support the financing of additional educational, municipal, and other public services required as a result of the development.*

No commercial, office or industrial uses are proposed with this project.

2-2D *Convenience in location of Commercial and Service Areas*

The closest commercial/service areas to the subject property are located on Millersport Highway (0.5 miles) and on Maple Road (1.5 miles). These include gas stations and a variety of restaurants. The UB North campus, on the opposite side of Ellicott Creek, also offers commercial services.

2-2E *The preservation of such features as trees, outstanding natural topography and geological features; the prevention of soil erosion; and the comprehensive design of storm water retention and proper drainage systems.*

As most of the wooded areas in the southern and eastern portions of these properties are within the Ellicott Creek floodway, they are proposed to remain undisturbed.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

The NYS Department of Environmental Conservation concurs that the Town of Amherst should act as SEQR Lead Agency and has the following comments:

1. Note that Ellicott Creek has a water classification and standard of B. Therefore, any physical alteration (ie, land clearing, filling, drainage pipe/ditch installation, etc.) to the bed or banks (within 50 feet of the stream) will require an Article 15, Title 5, Protection of Waters Permit from the NYSDEC.

2. The project site is located near a NYS Flood Control Easement, specifically Amherst Ellicott Creek Flood Control Project. Use of this easement requires an Article 16 Flood Control Land Use Permit from the NYSDEC.

3. The site is located within the designated 100-year floodplain per the Federal Emergency Management Agency's (FEMA) Firm Map No. 36029C0069H. The proposed project should be designed in accordance with all applicable local municipal laws for flood damage reduction. In addition, Ellicott Creek has a regulatory floodway, and any encroachment into floodway, including fill, requires an engineering analysis that demonstrates a 0.0' rise in the base flood elevation before a permit can be issued. Based on submitted plans, it also appears that the proposed patio/fire pit area is within the floodway and may require a separate floodplain development permit.

4. If any project activities will involve land disturbance of 1 acre or more, the project sponsor is required to obtain a State Pollutant Discharge Elimination System General Permit for Stormwater Discharges from Construction Activity.

5. This proposed project requires a sanitary sewer connection that is designed to convey 2,500 gallons/day or more of municipal sewage and is therefore considered a sanitary sewer extension. The Erie County Health Department will be the approving agency. A detailed Downstream Sewer Capacity Analysis must be performed and submitted for the proposed project as part of the Project's Engineering Report.

6. Portions of this project area are located on hydric soils. The project sponsor should contact the United States Department of the Army, Corps of Engineers (COE) to ensure that the project will not involve federally regulated wetlands or any other approval from that agency. If Federal Wetlands are involved, the COE may require Water Quality Certification from DEC.

7. The project site appears to be within an archaeologically sensitive area based on information obtained through the Cultural Resources Information System (CRIS) on the NYS Office of Park, Recreation and Historic Preservation's (OPRHP) website. As part of the SEQR process, this concern should be evaluated, unless it can be verified by appropriate documentation that the sites have been significantly disturbed in a way that would destroy potential artifacts. Note: If any of the described Department approvals are required, an appropriate archaeological investigation must be conducted in order to satisfy the NYS Historic Preservation Act.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

2-2F *The creative use of land and related physical development which allows an orderly transition of land from rural to urban uses.*

The subject properties are located within an area of Town with a variety of residential uses. The majority of this area is occupied by single-family homes, however, directly across North Forest Road from this site is the Beechwood Senior Residence/Asbury Pointe development. Within the past few years, apartment developments have been constructed further west along North Forest Road, most notably the "Muir Lake" apartments between Millersport Highway and John James Audubon Parkway.

The ROW Agent agrees with all statements made in the application and notes that an easement to the Town of Amherst on this property (liber 7105, page 369) should continue to be in effect and be reduced to an agreement.

2-2G *An efficient use of land resulting in smaller networks of utilities and streets and lessened burden of traffic on streets and highways thereby lowering utility and maintenance costs borne by new development.*

As the floodway is located on nearly half of the subject site, the concept plan submitted with this application shows the development limited to the central portion of the site. One driveway to North Forest Road is shown in the center of the site.

The Engineering Department, Traffic-Safety Board and Fire Chiefs' Association agree with all statements made in the application. The Highway Department review is pending.

NYSDOT reviewed the project, concurred with the Town acting as Lead Agency, and stated that the proposed project will not have a significant impact to traffic on the State Highway System.

The Erie County DPW – Highways Division concurs with the Town of Amherst being the Lead Agency for this project and has the following comments:

Permit Requirements:

1. The Developer will be required to apply for and obtain an Erie County Highway Work Permit for Utility Work Perm-2 for construction within the North Forest Road highway right-of-way.

2. The Developer will be required to apply for and obtain an Erie County Highway Work Permit for Non-Utility Work, Perm 3 for construction of a new entrance drive within the North Forest Road highway right-of-way.

Traffic Concerns:

1. A Traffic Impact Study may be needed due to the close proximity of the project to the intersection of North Forest and Stahl Road.

2-2H *Creation and preservation of natural and man-made features which will give increased environmental quality, encourage uses which will maintain high environmental quality and provide an attractive community design.*

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

The most important natural feature on this development site is the Ellicott Creek floodway, which according to FEMA regulations cannot hold structures of any kind. The wooded areas in the southern and eastern portions of the site within the floodway are therefore proposed to remain undisturbed.

This project is in an archaeologically sensitive location based on NYS mapping. A Phase I Archaeological Reconnaissance Survey was conducted in October 2020 by the Department of Anthropology at the University at Buffalo. The survey found that no historic or prehistoric sites were identified and recommended no further work. The NYS Office of Parks, Recreation and Historic Preservation concurs with the report's conclusion that no further archaeological investigations are warranted, and their opinion is that no properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project.

2-2I *Guidance and control of development in Flood Hazard Areas so that life and property both within and without such areas are protected.*

The Building Department is responsible for administering all flood code provisions; that department has no issue with the proposed rezoning but notes that a floodplain permit will be required. Town mapping from 2019 shows this property within the existing flood hazard area.

2-2J *Increased safety for all modes of travel, including pedestrian and bicycle.*

There are no sidewalks on North Forest Road in the vicinity of this project, and the petitioner does not propose to install any. An internal sidewalk is shown around the proposed building and parking lot but does not extend to the road.

The Williamsville Central School District notes that the District has received information on this project and placed it on file, and that a future bus stop will be located at a driveway entrance at North Forest Road in accordance with District policy.

2-2K *An appropriate balancing or accommodation of the effect of major public or private development elsewhere in the Town or its vicinity.*

While the proposed 8-unit apartment building presents a denser development than the nearby single-family lots, it is consistent with the adjacent Beechwood Senior Residence/Asbury Pointe development across North Forest Road. The property is close to the UB North Campus on the opposite side of Ellicott Creek. The development can also be expected to supplement the off-campus housing stock for faculty, staff and students. The developer has stated that these units are intended to be marketed to professionals who often work remotely.

2-2L *Sufficient civic and community facilities, carefully integrated with adjoining areas.*

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

There are no civic or community facilities proposed with this project; adequate civic and community facilities are located in the area.

2-2M *Provision for the orderly updating of long-term, large-scale development plans to reflect changing circumstances within an overall, Town-approved planning framework.*

The Comprehensive Plan's Conceptual Land Use Plan (Figure 6) indicates Mixed Residential use for the section of North Forest Road between Stahl Road and Millersport Highway. The Mixed Residential designation is aimed at projects with densities of 4 – 12 units/acre. The subject project will result in a density of 3.4 units/acre.

The requested change is generally compatible with the character of development in the area, although the other comparable developments are not located on the 'creek side' of North Forest Road. The 3-story, 90-unit "Muir Lake" apartments between Millersport Highway and J. J. Audubon Parkway, as well as the Beechwood/Asbury senior residence, do not back up to Ellicott Creek. It should be noted that the subject site is within the boundary of the Town's Local Waterfront Revitalization Program (LWRP) currently in progress. This project would require another level of review for consistency with waterfront policies if the LWRP was adopted by the Town (adoption is not expected within the next year).

2-2N *A more desirable environment than would be possible through the strict application of other sections of this Zoning Ordinance.*

The current zoning of New Community District – Suburban Agriculture (NCD-SA) allows single family dwellings only. The proposed development of the site includes 8 apartment units that would not be allowed under the current zoning classification. The demand for student housing in the area surrounding the UB campus makes this a desirable location for apartment use.

B) EXTENT TO WHICH THE PROPOSED DEVELOPMENT PLAN MEETS ALL THE REQUIREMENTS OF SUBSECTIONS 5-2-4, 5-2-5, and 5-2-6 OF THE ZONING ORDINANCE.

5-2-4 Location of NCD Not applicable (pertains to entire existing NCD within the Town).

5-2-5 Permitted Uses

5-2-5A(2) Neighborhood District. This classification includes primarily residential areas designed to provide living space for families and individuals. Ancillary uses designed to conveniently serve residents may be located within them. The classification includes:

a. Residences and dwelling units of every type, except as otherwise specified in this subsection.
b. Fraternity and sorority houses, dormitories, hostels and boardinghouses.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

c. Small convenience retail and service facilities, except for automobile drive-in restaurants, and ancillary office facilities designed to serve the needs of residents of the neighborhood.
d. Public or quasi-public facilities, including schools and day-care centers, religious buildings and other community facilities.
e. Recreation facilities, open space areas, and personal training facilities.
f. Special limited commercial services and facilities not already included in the above uses, storage yards, and open equipment structures.

5-2-5B Use Mixture: Not applicable.

5-2-6 Dimensional Standards

5-2-6A The overall residential density of an NCD shall not exceed five (5) dwelling units per gross acre. This density regulation applies to the entire New Community District (4,121± acres) within the Town. Although the density of the proposed development is 3.4 units/acre, it would not bring the overall NCD density beyond the threshold of 5 units/acre.

5-2-6B Dwelling Unit Area. Information not provided. All dwelling units and rooms included in a dwelling are required to have sufficient floor area to satisfy the applicable minimum floor area requirements of the State Building Construction Code or the Town Building Code, whichever is applicable. This requirement will need to be met.

5-2-6C Minimum Area. Not applicable

5-2-6D Building Arrangements. The proposed development will result in a 2-story, 8-unit apartment building in the central portion of the site. The proposed 17 parking spaces will result in 2 spaces/unit, the minimum required by code elsewhere in the Town.

C) THE PROPOSED DEVELOPMENT PLAN IS CONCEPTUALLY SOUND IN THAT IT MEETS PRESENT AND FUTURE COMMUNITY NEEDS

The requested NCD-ND classification and proposed project concept will generally result in a sound development plan for the subject area; however, the concept should include space for overflow parking beyond that required for residents of the development. Section 5-2-7A(8) in the Zoning Ordinance states that "Off-street parking, loading, and stacking spaces shall be provided so as to prevent overflow of parked or standing vehicles onto public or common vehicular or pedestrian rights-of-way."

D) THERE ARE ADEQUATE SERVICES AND UTILITIES AVAILABLE OR PROPOSED TO BE MADE AVAILABLE IN THE CONSTRUCTION OF THE DEVELOPMENT.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

All services and utilities are or will be made available with this development.

E) THE PROPOSED DEVELOPMENT PLAN IS CONSISTENT WITH THE TOWN COMPREHENSIVE PLAN

The proposed project generally complies with the locational and use criteria in the Comprehensive Plan for land near a university campus.

SEQR

This is a Type I action, and an environmental assessment consistent with SEQR has been prepared for the subject proposal. Pursuant to Local Law #3-82, as amended, the requirements of SEQR are complete and the proposal is not expected to have a significant adverse effect on the environment.

RECOMMENDATION

The Planning Board recommends that your Honorable Body concur with the Planning Board's findings relative to SEQR and issue the attached Negative Declaration, and that the subject request be **approved** based on the attached resolution.

Very truly yours,

DANIEL C. HOWARD, AICP
Planning Director

DH/EK/ac
Att.
X:\Current_Planning\Files\Rezonings\2020\Z-2020-06_(2160 &_2170_North_Forest_Rd_NCD)_2020\Z-2020-06_TB Letter_2.22.21.docx
cc: Stanley Sliwa, Town Attorney

Planning Board Approval – January 21, 2021
Ayes 7; Noes 0

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

TOWN OF AMHERST
PLANNING BOARD RESOLUTION
AMENDMENT #73 TO THE AUDUBON DEVELOPMENT PLAN
Z-2020-06

PETITIONER
Coromandel Estates Amherst LLC
c/o Sean Hopkins, Esq.
Hopkins Sorgi & McCarthy PLLC
5500 Main St., Suite 343
Williamsville, NY 14221

PROPERTY LOCATION
2160 & 2170 North Forest Road (NCD)

JAN29'21 AM 8:32 RCVD

WHEREAS the Town of Amherst Planning Board on Thursday, January 21, 2021 held a public hearing on Amendment #73 to the Audubon New Community District Development Plan to classify the subject property as suitable for use as an apartment development, and

WHEREAS the Planning Board has reviewed the Amendment plans and supporting documentation, and

WHEREAS the Amendment has been referred to the various Town review agencies, and

WHEREAS the Planning Board finds that:

A. The proposed Revision to the Development Plan meets the intent and objectives of a New Community District as expressed in Subsection 1-1.1.

B. The proposed Revision to the Development Plan meets all the requirements of Section 5-2-3 through 5-2-6.

C. The proposed Revision to the Development Plan is conceptually sound in that it meets present and future community needs.

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

E. The proposed Amendment to the Development Plan is consistent with the Town Comprehensive Plan.

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

NOW THEREFORE BE IT RESOLVED that the Planning Board, in accordance with Section 8-15-2 of the Zoning Ordinance offers a positive report and recommends Town Board approval of Amendment #73 to the Audubon Development Plan with the following condition:

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

TOWN OF AMHERST
PLANNING BOARD RESOLUTION
AMENDMENT #73 TO THE AUDUBON DEVELOPMENT PLAN
Z-2020-06

PETITIONER
Coromandel Estates Amherst LLC

PROPERTY LOCATION
2160 & 2170 North Forest Road (NCD)

JAN29'21 AM 8:33 RCVD

1. That the petitioner include additional parking spaces beyond the 17 spaces shown on the concept plan at the site plan stage.

The foregoing resolution was adopted by the Town of Amherst Planning Board, January 21, 2021; moved by Chmiel; seconded by Giuliani; ayes 7, noes 0.

Robert J. Gilmour, Chair — Date 1/28/21

EK/ac
X:\Current_Planning\Files\Rezonings\2020\Z-2020-06_(2160 &_2170_North_Forest_Rd_NCD)_2020\Z-2020-06_resolution_012121.doc
cc: Commissioner of Building
Town Engineer
Highway Superintendent
Traffic/Safety Coordinator
Coromandel Estates Amherst LLC, c/o Sean Hopkins, 5500 Main St., Suite 343, Williamsville, NY 14221
Thiru Vikram, c/o Coromandel Estates LLC, 4515 Chestnut Ridge Road, Unit 106, Amherst NY 14228
Chris Wood, Carmina Wood Morris, 487 Main St., Suite 500, Buffalo NY 14203
Christina Barmosz, Silvestri Architects, 1321 Millersport Hwy., Amherst, NY 14221
David Pawlik, Creative Structures Services, 550 Seneca St., Suite 100, Buffalo NY 14204

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Amended Application - Reclassification 2160 and 2170 North Forest Road and to Amend the Audubon Development Plan
Date: December 17, 2020

Applicant: Mandel Estates
Amherst LLC c/o Sean Hopkins, Esq.
5500 Main Street, Suite 343
Williamsville, NY 14221
Tel: 716.510-4338
E-mail: shopkins@hsr-legal.com

Original

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning Review and, if required Comprehensive Plan Amendment

For Official Use

File #: Z-2020-06 **Acreage** — **Fee $** -0-

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Materials Accepted by Town Clerk & Fee Paid _____ ACCEPTED BY DATE

Materials Checked by Building Dept. _____ RECEIVED BY DATE

Materials Received by Planning Dept. _____ RECEIVED BY DATE

		Fill In Applicable Fees
2 ACRES OR LESS	**$1,250**	$1,250.00
2 – 20 ACRES **$1,250 + $250/acres or fraction thereof over 2 acres**		$250.00
20 – 30 ACRES **$5,700 + $150/acre or fraction thereof over 20 acres**		____
OVER 30 ACRES **$6,900 +$75/acre or fraction thereof over 30 acres**		____
Request for Relief of/Change to Conditions of Zoning Approval	**$ 1,200**	____
AFFIDAVIT FEE FOR PUBLIC HEARING	**$ 15.00**	$15.00
	TOTAL FEE:	$ 1,515.00

REVISED
DEC 18 2020
TOWN OF AMHERST
PLANNING DEPT.

Z-2020-06,
2160 & 2170 N. Forest Rd. (RCD)

[Note: A completed Amended Part 1 of the Full Environmental Assessment Form prepared pursuant to the State Environmental Quality Review Act ("SEQRA") is attached as Exhibit "2" of this Application.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

TO BE COMPLETED BY APPLICANT

1. **Petitioner:** Name: Coromandel Estates Amherst LLC

Address: c/o Sean Hopkins, Esq.
5500 Main Street, Suite 343
Williamsville, New York 14221
City State Zip Code

Phone: 510-4338 Fax:

E Mail shopkins@hsr-legal.com

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

From: NCD-SA District

To: NCD-ND District

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

2160 and 2170 North Forest Road

SBL #: 55.02-1-2 and 55.01-1-19.2

4. **Area of land to be rezoned** (in acres): 2.35

5. **Owner of Land:**

Name: Allen and Kristen Guerin

Address: 270 Rosedale Boulevard, Amherst, NY 14226

Telephone:

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

Name: Sean W. Hopkins, Esq.

Address: 5500 Main Street, Suite 343

Williamsville, New York 14221

Tel: 716.510-4338 - E-mail: shopkins@hsr-legal.com

City State Zip Code

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

7. **Petitioner's interest in property**

_____Option to purchase

_____Owner

__X__Other (explain) Petitioner has entered into a contract to purchase the Project Site. A signed Authorization Form is attached as Exhibit 1 of this Amended Application.

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

Not Applicable.

9. **Attach Survey and Legal description of land to be rezoned. The Survey must be prepared by a New York State Licensed Land Surveyor.** The legal description of property to be reclassified is attached as Exhibit "3" and a full size copy of the Survey prepared by GPI dated dated July 13, 2020 is attached. A reduced size copy of the Survey is also attached as Exhibit "4".

10. **Said property has the following deed restrictions or Covenants:** (attach copy) Not Applicable.

Liber _____ Page _____

11. **Information on proposed project:**

A. Description of the character of the proposed development:

See Exhibit 5.

B. Rationale for rezoning request:

1. Why was this site chosen?

See Exhibit 5.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

2. Why cannot land be used with the existing zoning?

See Exhibit 5.

3. How will this rezoning impact surrounding properties?

See Exhibit 5.

4. How will this rezoning impact the school system?

See Exhibit 5.

12. Quantitative Data:

A. Total # of dwelling units 8
[The density of the proposed project has been reduced from 18 units to 8 units.]

B. Distribution of dwelling units by type Attached residential units for lease

C. Gross Residential Density per acre 3.40 units per acre

D. Total amount of Open Space Approximately 1 acre of greenspace and landscaping

E. Proposed Non-Residential Floor Area Not Applicable

13. Development Schedule:

Start Spring/Summer 2021

Finish 2022

Stages (# of) 1

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

The attached residential units will be leased to residential tenants.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

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

Greenspace and landscaping will be privately owned and maintained.

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

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

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

See Exhibit 6.

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

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

See Exhibit 6.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

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

See Exhibit 6.

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

1. Sanitary Sewer

Yes.

2. Storm Sewer/Drainage

Yes.

3. Water

Yes.

4. Other Yes.

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

See Exhibit 6.

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

See Exhibit 6.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

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

See Exhibit 6.

17. The petitioner encloses herewith the sum of $ 1,515.00 to pay the fee, and consents to the placement of a sign(s) at the described location identifying this request for a period of time to be determined by the Town Clerk.
[The filing fee was previously paid .]

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

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

[Note: Authorization letter of property owners dated August 18, 2020 is attached to this Application.]

Counsel for Petitioner
Signature of Petitioner

Subscribed and sworn to before me this 17th day of December, 20 20

Notary Public, Erie County, New York

MARIANNE BRAUTLACHT
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 01/14/20

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

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

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

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

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

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

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

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

P/CurrPlan/Applications2007/Rezoning & Comp Plan Amend App.
10/08

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Exhibit 1 – Authorization Form of Property Owners dated August 18, 2020

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Authentisign ID: 5F5EDAC5-6B0F-4377-B19F-0884A050FD33

AUTHORIZATION

Allen Guerin and Kristen Guerin, as the record owners of the parcels of land located at 2160 North Forest Road [SBL No. 55.02-1-1] and 2170 North Forest Road [SBL No. 55.01-1-19.2] in the Town of Amherst (collectively the "Project Site") hereby authorizes Postwork Capital LLC and its consultants to seek a rezoning and all other required governmental approvals from the municipal boards of the Town of Amherst in connection with a proposed multifamily project to be located on the Project Site.

Date: August 18, 2020 Signature: Authentisign Allen Guerin 08/19/2020
8/19/2020 9:14:43 AM EDT
Print Name: Allen Guerin

Date: August 18, 2020 Signature: Authentisign Kristen Guerin 08/19/2020
Print Name: Kristen Guerin

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Exhibit 2 – Amended Part 1 of Full Environmental Assessment Form Prepared Pursuant to the State Environmental Quality Review Act ("SEQRA") with Attachments "A" and "B"

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Amended Part 1 of Full Environmental Assessment Form with Attachments
Date: December 17, 2020

Full Environmental Assessment Form Part 1 - Project and Setting

Prepared By: Sean Hopkins, Esq.
Hopkins Sorgi & McCarthy PLLC
5500 Main Street, Suite 343
Williamsville, NY 14221
Tel: 510-4338
E-mail: shopkins@hsr-legal.com

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Proposed Multifamily Project		
Project Location (describe, and attach a general location map): 2160 and 2170 North Forest Road - Town of Amherst - Erie County		
Brief Description of Proposed Action (include purpose or need): The proposed action involves an amendment of the land use classification of 2160 and 2170 North Forest Road from NCD-SA to NCD-ND and an amendment of the Audubon Development Plan to accommodate the development of the Project Site as a three-story multifamily building consisting of 8 attached residential units for lease and all related site improvements as depicted on the Concept Site Plan prepared by Silvestri Architects, P.C. The proposed action has been defined broadly to include the construction of the proposed two-story multifamily building as well as all necessary site improvements including: parking spaces, a curb cut onto North Forest Road, access aisles, water and sanitary sewer lines as well as utility connections. Although the proposed project ("action") will not cross of any of the thresholds for a Type I action contained in 6 NYCRR Part 617.4. of SEQRA Regulations, it is a Type I action due the proximity of the Project Site to Ellicott Creek, which is a flowing watercourse, pursuant to a local law adopted by the Town of Amherst in 1982. The local law requires projects within 100 ft. of a flowing watercourse to be classified as Type I action. Given that the proposed project will not result in any potentially significant adverse environmental impacts, the issuance of a negative declaration pursuant to SEQRA is appropriate.		
Name of Applicant/Sponsor: Coromandel Estates Amherst LLC c/o Sean Hopkins, Esq.	Telephone: 716.510-4338 E-Mail: shopkins@hsr-legal.com	
Address: 5500 Main Street, Suite 343		
City/PO: Williamsville	State: NY	Zip Code: 14221
Project Contact (if not same as sponsor; give name and title/role): Same as Above.	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Allen and Kristen Guerin	Telephone: E-Mail:	
Address: 270 Rosedale Boulevard		
City/PO: Amherst	State: NY	Zip Code: 14226

REVISED
DEC 18 2020
TOWN OF AMH
PLANNING DEPT.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

B. Government Approvals

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes ☐No	Town of Amherst Town Board - Reclassification NCD Property and Amend. of Audubon Dev. Plan	August 24, 2020
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Planning Board - Site Plan Approval	To be Determined
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☑Yes ☐No	Building Dept. - Building and Floodplain Permits; Stormwater Permit - Eng. Dept.	To be Determined
e. County agencies ☑Yes ☐No	ECDPW - Curb cut onto North Forest Road; ECWA - Water	To be Determined
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	NYSDEC - DSCA and SPDES Permit and NYSOPRHP - Cultural resource review	To be Determined
h. Federal agencies ☐Yes ☑No		

i. Coastal Resources.

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

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

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

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

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

If Yes, identify the plan(s):

NYS Heritage Areas:West Erie Canal Corridor

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

If Yes, identify the plan(s):

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
The zoning classification of the Project Site is NCD-SA.

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

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? NCD-ND

C.4. Existing community services.

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

b. What police or other public protection forces serve the project site?
Town of Amherst Police Department

c. Which fire protection and emergency medical services serve the project site?
Getzville Volunteer Fire Department

d. What parks serve the project site?
There are various Town parks that will be accessible to future residents of the project.

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Multifamily residential consisting of attached residential units for lease.

b. a. Total acreage of the site of the proposed action? 2.35 acres
b. Total acreage to be physically disturbed? 1.3 +/- acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 2.35 acres

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

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

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

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

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				8
At completion of all phases				8

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

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☑ Yes ☐ No
If Yes,
i. Purpose of the impoundment: Stormwater management.
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☑ Other specify: Runoff from impervious surfaces to be located on the Project Site.
iii. If other than water, identify the type of impounded/contained liquids and their source.
iv. Approximate size of the proposed impoundment. Volume: TBD million gallons; surface area: 0.3 acres
v. Dimensions of the proposed dam or impounding structure: n/a height; _____ length
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):
impoundment is an excavation, a dam is not required

D.2. Project Operations

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

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

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

Attached as Attachment "A" of this Amended Part 1 of the Full EAF is a wetland investigation letter prepared by Scott Livingstone of Earth Dimensions, Inc. dated July 7, 2020 confirming there are not any wetland subject to the jurisdiction of either of the NYS Dept. of Environmental Conservation of the United States Army Corps of Engineers located on the Project Site.

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ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☐No
If Yes, describe:

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

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

v. Describe any proposed reclamation/mitigation following disturbance:

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

i. Total anticipated water usage/demand per day: 1,850 gallons/day

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

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

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

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

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

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

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

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

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

i. Total anticipated liquid waste generation per day: 1,850 gallons/day

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

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

- Name of wastewater treatment plant to be used: Town of Amherst Waste Water Treatment Plan on Tonawanda Creek Road
- Name of district: Town of Amherst Consolidated Sanitary Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No

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

If Yes:

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

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

If Yes:

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

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

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

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

If Yes:

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

_____ Square feet or 0.5 acres (impervious surface)

_____ Square feet or 2.35 acres (parcel size)

ii. Describe types of new point sources. roof, parking lot

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

Private on-site storm water management area. Discharge will be to Ellicott Creek.

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

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

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

If Yes, identify:

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

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

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

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

If Yes:

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

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

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

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

If Yes:

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

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

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

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes ☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐Morning ☐Evening ☐Weekend ☐Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐Yes ☐No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes ☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes ☐No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes ☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☑Yes ☐No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: Typical energy usage for a project of this type

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): National Grid

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes ☑No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: 7:00 a.m. to 7:00 p.m.
- Saturday: 8:00 a.m. to 5:00 p.m.
- Sunday: As needed
- Holidays: Not Applicable

ii. During Operations:

- Monday - Friday: Not Applicable
- Saturday: Not Applicable
- Sunday: Not Applicable
- Holidays: Not Applicable

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m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☑ Yes ☐ No

If yes:

i. Provide details including sources, time of day and duration:

There will be short-term unavoidable noise impacts during the construction of the project that will result from construction equipment.

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☑ No

Describe:

n. Will the proposed action have outdoor lighting? ☑ Yes ☐ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

Parking lot lights, 15' mounting height, dark sky compliant, minimum of 30' from nearest residence.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☑ No

Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☑ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☑ No

If Yes:

i. Product(s) to be stored

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑ No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☑ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: 3 tons per week (unit of time)
- Operation : 2 tons per month (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: at the discretion of the contractor
- Operation: Project will follow town of Amherst recycling program

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: NYSDEC approved landfill
- Operation: NYSDEC approved landfill

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s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☑ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☑ Other (specify): Asbury Pointe Retirement Community

ii. If mix of uses, generally describe:

There are a mixture of land uses in the vicinity of the Project Site including single-family homes, the Asbury Pointe Retirement Community and the Audubon Women's Health Medical Office.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0	0.9	+0.9
• Forested	.5	.5	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	1.8	.4	-1.4
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: lawn/landscaping		0.3	+1.4

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c. Is the project site presently used by members of the community for public recreation? ☐Yes ☑No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☑Yes ☐No
If Yes,
i. Identify Facilities:
The Asbury Pointe Retirement Community is located at 50 Stahl Road.

e. Does the project site contain an existing dam? ☐Yes ☑No
If Yes:
i. Dimensions of the dam and impoundment:
- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes ☑No
If Yes:
i. Has the facility been formally closed? ☐Yes ☐No
- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes ☑No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes ☑No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes ☐No
☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____
☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes ☑No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

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v. Is the project site subject to an institutional control limiting property uses? ☐Yes ☐No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐Yes ☐No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? >5 feet

b. Are there bedrock outcroppings on the project site? ☐Yes ☑No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site:
Cosad loamy fine sand — 100 %
_____ — _____ %
_____ — _____ %

d. What is the average depth to the water table on the project site? Average: >5 feet

e. Drainage status of project site soils:
☐ Well Drained: _____% of site
☐ Moderately Well Drained: _____% of site
☑ Poorly Drained: 100 % of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: 100 % of site
☐ 10-15%: _____% of site
☐ 15% or greater: _____% of site

g. Are there any unique geologic features on the project site? ☐Yes ☑No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☑Yes ☐No

ii. Do any wetlands or other waterbodies adjoin the project site? ☑Yes ☐No
If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☑Yes ☐No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name 837-25 Classification B
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, Federal Waters, Federal Waters,... Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☑Yes ☐No
If yes, name of impaired water body/bodies and basis for listing as impaired:
Name - Pollutants - Uses:Ellicott Creek, Lower, and tribs – Nutrients;Silt/Sediment – Aquatic Life

i. Is the project site in a designated Floodway? [There will not be any development in the Floodway associated with Ellicott Creek.] ☑Yes ☐No

j. Is the project site in the 100-year Floodplain? ☑Yes ☐No

k. Is the project site in the 500-year Floodplain? ☑Yes ☐No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐Yes ☑No
If Yes:
i. Name of aquifer: _____

[Note: Attached as Attachment "A" of this Amended Part 1 of the Full EAF is a wetland investigation letter prepared by Scott Livingstone of Earth Dimensions, Inc. dated July 7, 2020 confirming there are not any wetland subject to the jurisdiction of either of the NYS Dept. of Environmental Conservation of the United States Army Corps of Engineers located on the Project Site.]

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m. Identify the predominant wildlife species that occupy or use the project site:
Typical suburban species

n. Does the project site contain a designated significant natural community? ☐Yes ☑No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation):
ii. Source(s) of description or evaluation:
iii. Extent of community/habitat:
- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐Yes ☑No
If Yes:
i. Species and listing (endangered or threatened):

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No
If Yes:
i. Species and listing:

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No
If yes, give a brief description of how the proposed action may affect that use:

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☑No
If Yes, provide county plus district name/number:

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☑No
i. If Yes: acreage(s) on project site?
ii. Source(s) of soil rating(s):

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent:

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No
If Yes:
i. CEA name:
ii. Basis for designation:
iii. Designating agency and date:

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e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☑ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based:

_____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☑ Yes ☐ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☑ No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

[Note: A copy of the No Impact determination letter issued by the NYS Office of Parks, Recreation and Historic Preservation dated October 30, 2020 is provided at Attachment "B" of this Amended Part 1 of the Full EAF.]

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Coromandel Estates Amherst LLC Date December 17, 2020

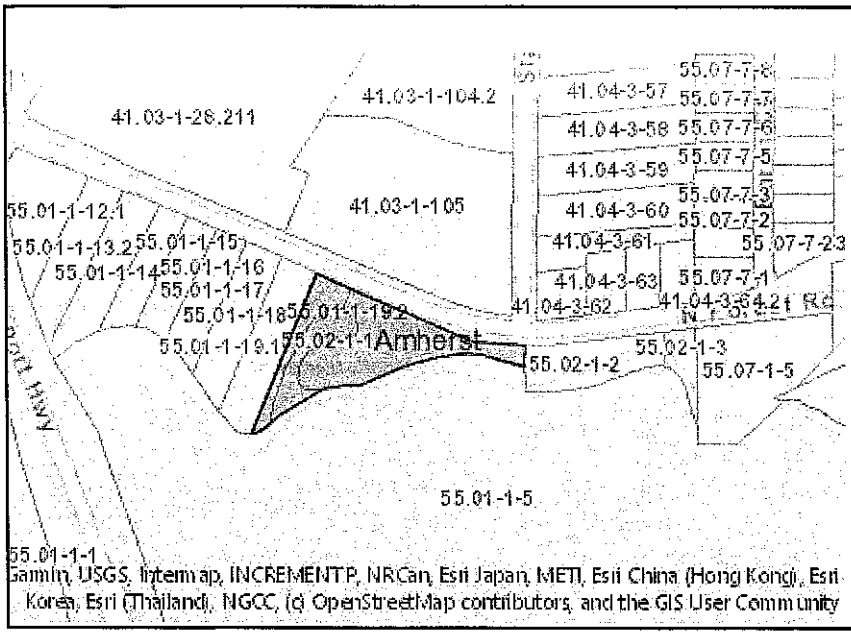
Signature _____ Title Counsel for Project Sponsor

PRINT FORM

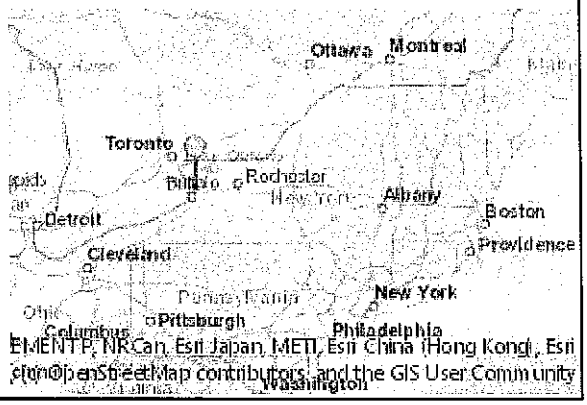
Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

EAF Mapper Summary Report

Monday, August 17, 2020 7:45 AM



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



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	837-25
E.2.h.iv [Surface Water Features - Stream Classification]	B
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	Yes
E.2.h.v [Impaired Water Bodies - Name and Basis for Listing]	Name - Pollutants - Uses:Ellicott Creek, Lower, and tribs – Nutrients;Silt/Sediment – Aquatic Life

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

E.2.i. [Floodway]	Yes
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Attachment "A" of Amended Part 1 of Full Environmental Assessment Form – Wetland Investigation Letter of Scott J. Livingstone of Earth Dimensions, Inc. dated July 7, 2020

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

EARTH DIMENSIONS, INC.
* Soil & Hydrogeologic Investigations * Wetland Delineations
1091 Jamison Road, Elma NY 14059
(716) 655-1717 * Fax (716) 655-2915 www.earthdimensions.com

July 7, 2020 W4E87a

Thiru Vikram
4515 Chestnut Ridge Road
Amherst, New York 14228

Re: Preliminary Wetland Investigation – 1.9± acres
2160-2170 North Forest Road
Town of Amherst
Erie County, New York

Dear Mr. Vikram:

Earth Dimensions, Inc. (EDI) has completed a preliminary wetland investigation at the above referenced site for the purpose of identifying potential regulated wetlands and waterways. The site investigation was conducted on July 7, 2020. The attached map depicts the limits of our investigation. EDI did not identify any federally regulated wetlands as defined by the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manuals within the limits of investigation. However, Ellicott Creek abuts the site on the south boundary and would be regulated by USACE under Section 404 of the Clean Water Act.

The New York State Department of Environmental Conservation (NYSDEC) On-line Resource Mapper does not depict any Freshwater Wetlands within or adjacent to the subject parcel. NYSDEC, thus, has no jurisdiction over any wetlands within the site. However, Ellicott Creek is a Class B stream and is regulated under Article 15 of New York Conservation Law.

Based on this investigation, it is our professional opinion that as long as no disturbance is proposed to the bed and banks of Ellicott Creek, your project may move forward without the need for a Section 404 permit from USACE or Article 15 permit from NYSDEC. Should your project propose impacts to the bed or banks of Ellicott Creek, we recommend that a Joint Application for permit be submitted to USACE and/or NYSDEC with a request for a Section 404 and/or an Article 15 permit, respectively.

If you have any questions, please contact our office at (716) 655-1717 or email slivingstone@earthdimensions.com.

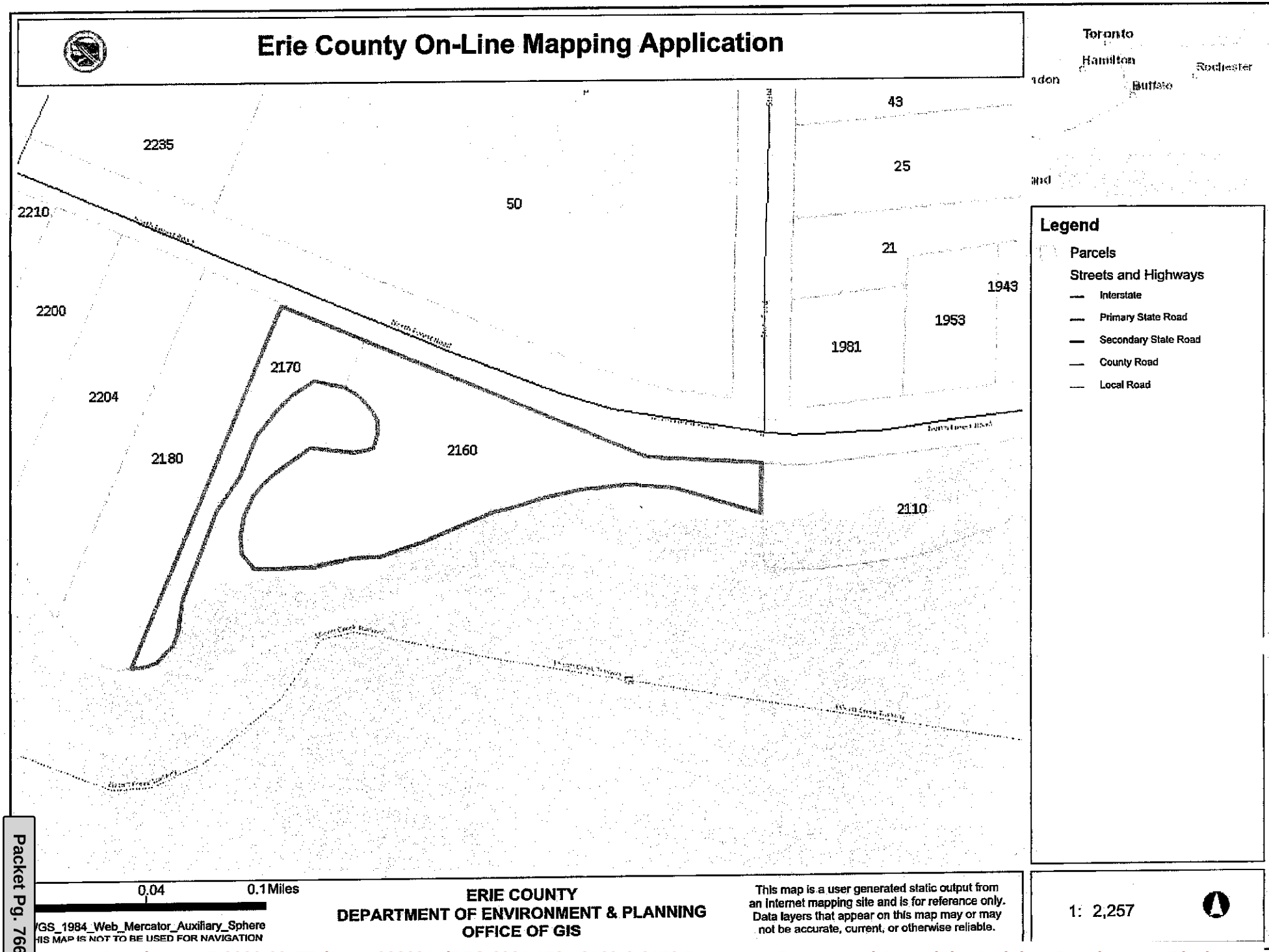
Very truly yours,
Earth Dimensions, Inc.

Scott J. Livingstone
Wetlands Operations Manager

Encl.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Erie County On-Line Mapping Application



Attachment "B" of Amended Part 1 of Full Environmental Assessment Form – No Impact Determination Letter of Josalyn Ferguson of the New York State Office of Parks, Recreation and Historic Preservation dated October 30, 2020

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

NEW YORK STATE OF OPPORTUNITY | Parks, Recreation, and Historic Preservation

ANDREW M. CUOMO
Governor

ERIK KULLESEID
Commissioner

October 30, 2020

Roberta Rappoccio
Associate Planner
Town of Amherst, NY Planning Department
5583 Main Street
Amherst, NY 14221

Re: DEC
Rezoning for 18-Unit 3-story New Construction Project
2160 North Forest Rd, Amherst, Erie County, NY
20PR05460
Z-2020-06

Dear Roberta Rappoccio:

Thank you for requesting the comments of the Division for Historic Preservation of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the Phase I Archaeological Reconnaissance Survey report prepared by the University at Buffalo's Archaeological Survey (Whalen & Angelini, October 2020; 20SR00539) in accordance with the New York State Historic Preservation Act of 1980 (section 14.09 of the New York Parks, Recreation, and Historic Preservation Law). These comments are those of the Division for Historic Preservation and relate only to Historic/Cultural resources.

Based on this review, it is OPRHP's understanding that no archaeological sites were identified during the above-noted investigation, and we concur with the report's conclusion that no further archaeological investigations are warranted. It is, therefore, OPRHP's opinion that no properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project. Should the project design be changed OPRHP recommends further consultation with this office.

If you have any questions, I can be reached via e-mail at Josalyn.Ferguson@parks.ny.gov.

Sincerely,

Josalyn Ferguson, Ph.D.
Scientist Archaeology

via email only

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Exhibit 3 – Legal Description of Property to be Reclassified from NCD-SA to NCD-ND

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

EXHIBIT 3 OF AMENDED APPLICATION

LEGAL DESCRIPTION OF PROPERTY TO BE RECLASSFIED FROM NCD-SA TO NCD-ND – 2160 AND 2170 NORTH FOREST ROAD

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie, State of New York, being part of Lot 68, Township 12, Range 7 of the Holland Land Survey so-called and further bounded and described as follows.

BEGINNING at the intersection of the centerline of Stahl Road (66.0 feet wide) with the centerline of North Forest Road (66.0 feet wide):

THENCE: Southerly, along the centerline of Stahl Road extended southerly, a distance of 108 feet more or less to the north bank of Ellicott Creek;

THENCE: Westerly along said north bank of Ellicott Creek, a distance of 583 feet more or less to the west line of lands conveyed to Peter D. Durham by deed recorded in the Erie County Clerk's Office in Liber 9264 of Deeds at page 188;

THENCE: Northerly along said west line of Peter D. Durham lands, a distance of 10 feet more or less to the north bank of Ellicott Creek;

THENCE: Westerly and southerly along said north bank of Ellicott Creek, a distance of 227 feet more or less to a point distant 100 feet westerly from the said west line of Peter D. Durham lands as measured at right angles;

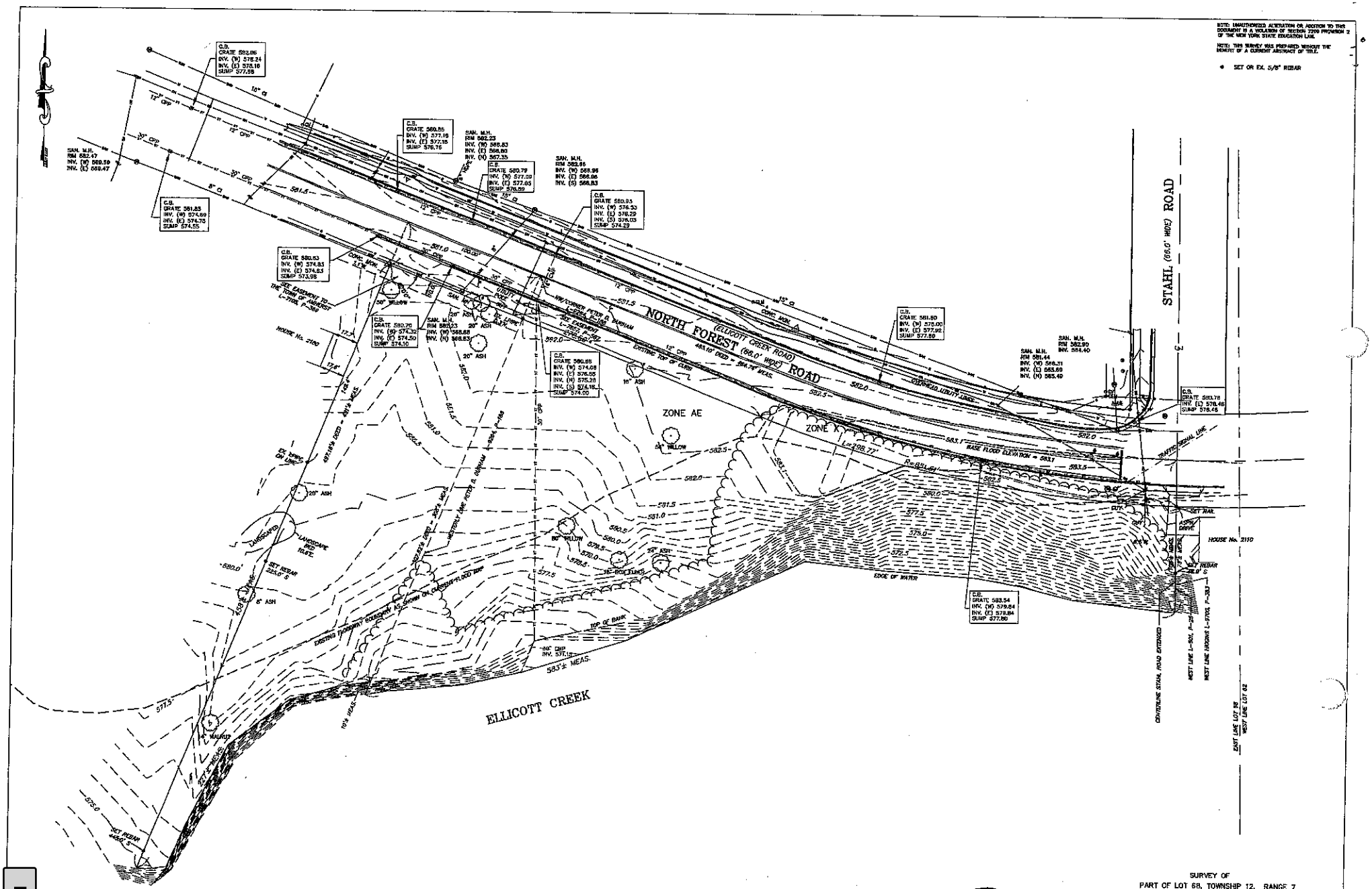
THENCE: Northerly along a line parallel with the west line of said Peter D. Durham lands distant 100.00 feet westerly therefrom measured at right angles, a distance of 491 feet more or less to the centerline of North Forest Road;

THENCE: Easterly, along said centerline of North Forest Road, a distance of 564.74 feet to the POINT OR PLACE OF BEGINNING.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Exhibit 4 – Reduced Size Copy of Survey of 2160 and 2170 North Forest Road as Prepared by GPI Surveying dated July 13, 2020

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)



	REVISION/TYPE
D	UPDATE SURVEY AND TOPOGRAPHY
	RE-SURVEY
7	REVISED FLOODWAY BOUNDARY

REFERENCES:

SEE SURVEY PREPARED BY GORDON & BRODERICK ASSOCIATES JOB No. 2-15-219
SEE SURVEY PREPARED BY GORDON & BRODERICK ASSOCIATES JOB No. 2-24-219
LETTER OF MAP REVISION (LOMR) CASE No. 95-02-015P DATED 1/11/96
FLOOD INSURANCE RATE MAP NUMBER 36029C0069H DATED JUNE 7, 2019*
*MAP NUMBER 36029C0069H DATED 6/7/19 SUPERCEDES LOMR CASE No. 95-02-015P DATED 1/11/96

EQUITY TITLE REPORT No. E18-10758T EXCEPTIONS:

EASEMENT TO THE TOWN OF AMHERST L-7105, P-369 – AS SHOWN

EASEMENT TO NEW YORK TELEPHONE COMPANY L-7957, P-307 – AS SHOWN

STATE OF NEW YORK MARK L. ANDREWS 050435 LICENSED LAND SURVEYOR

SURVEY OF
PART OF LOT 58, TOWNSHIP 12, RANGE 7
HOLLAND LAND COMPANY
TOWN OF AMHERST, ERIE COUNTY, NEW YORK

GPI ENGINEERING, LANDSCAPE ARCHITECTURE & SURVEYING, LLP
ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
4820 CONSHOR STREET, SUITE 100
BUFFALO, NEW YORK 14228
(716) 633-4844 FAX 633-4840

Job No. 5083-BOUNDARY Date: JUNE 24, 2014
Scale 1" = 40' Tax No.

Exhibit 5 – Responses to Questions 11A & 11B of the Rezoning Application

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

EXHIBIT 5

AMENDED APPLICATION TO RECLASSIFY 2160 AND 2170 NORTH FOREST ROAD FROM NCD-SA TO NCD-ND

Question 11(A): **Description of the character of the proposed development:**

Response to Question 11(A): The modified layout of the proposed residential project is depicted on the updated Concept Site Plan prepared by Silvestri Architects P.C. A full size copy of the updated Concept Site Plan [Drawing AS-101 – Date: 12/16/20] is attached to this Amended Application and a reduced size copy is also provided at Exhibit "7". The updated layout of the proposed residential project consists of a two-story building consisting of eight (8) units for lease with related site improvements as depicted on the updated Concept Site Plan. It is important to mention that the updated Concept Plan reflects a deliberate effort made by the project team to reduce the density of the proposed multifamily project that previously consisted of a three-story building with eighteen (18) units. A copy of the previous Concept Plan for the project as prepared by Carmina Wood Morris DPC is provided at Exhibit "8" of this Amended Application.

It is important to mention that the layout of the proposed project as depicted on the updated Concept Site Plan provided is not meant to represent the final layout of the proposed project since modifications may be necessary based on the project review process and the preparation of fully engineered plans.

Question 11(B)(1): **Rationale for rezoning request: 1. Why was this site chosen?**

Response to Question 11(B)(1): The Project Site is an appropriate location for the proposed project given its location on North Forest Road in an area that consist of a mixture of uses and zoning

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

classifications. The Project Site was listed for sale and the Petitioner has entered into a contract to purchase the Project Site.

Question 11(B)(2): Why cannot land be used with the existing zoning?

Response to Question 11(B)(2): The Project Site is currently zoned NCD-SA. The allowable uses of property zoned NCD-SA are extremely limited given that the NCD-SA classification is intended for agricultural uses in rural areas.

Question 11(B)(3): How will this rezoning impact surrounding properties?

Response to Question 11(B)(3): The requested reclassification of the Project Site from NCD-SA to NCD-ND to accommodate the proposed residential project will not result in any potentially significant adverse impacts on surrounding properties. The density of the proposed residential project has been reduced from eighteen (18) units to eight (8) units as depicted on the updated Concept Plan prepared by Silvestri Architects P.C. [Drawing AS-101 – Date: 12/16/20]. An effort has been to reduce the density of the residential project and also to design the residential project to minimize environmental impacts associated with the proximity of Ellicott Creek. A completed Amended Part 1 of the Full Environmental Assessment Form prepared pursuant to the State Environmental Quality Review Act ("SEQRA") is attached as Exhibit "2".

Question 11(B)(4): How will this rezoning impact the school system?

Response to Question 11(B)(4): The proposed project will have positive impacts on the school district since the project will generate annual property taxes to be received by taxing jurisdictions. The proposed project will not generate a substantial demand for educational services.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Exhibit 6 – Responses to Questions 16A, 16B, 16D & 16E of the Rezoning Application

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

EXHIBIT 6

AMENDED APPLICATION TO RECLASSIFY 2160 AND 2170 NORTH FOREST ROAD FROM NCD-SA TO NCD-ND

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

Response to Question 16(A)(1): The request to reclassify the Project Site from NCD-SA to NCD-ND to accommodate the proposed residential project consisting of eighteen attached units for lease is consistent with the adopted Bicentennial Comprehensive Plan. The Town of Amherst adopted the Bicentennial Comprehensive Plan in January of 2007 after completing a lengthy planning process that included numerous public meetings and public hearings involving the Comprehensive Plan Advisory Committee, the Planning Board and the Town Board.[1] On September 3, 2019, the Town Board most recently adopted an amendments to the Bicentennial Comprehensive Plan. The Comprehensive Plan is intended to guide future growth and redevelopment in the Town.

Figure 6 of the Bicentennial Comprehensive Plan is the Conceptual Land Use Plan and it depicts the Project Site as being appropriate for "Mixed Residential" use. A copy of Figure 6 of the Comprehensive Plan is provided at Exhibit "9". The Conceptual Land Use Plan is intended to communicate the overall direction and concept of future development in the Town of Amherst. The Mixed-Residential land use category is described in Chapter 3 of the Comprehensive Plan as

[1] A copy of the resolution adopted by the Town Board on January 2, 2007 for the purpose of adopting the Bicentennial Comprehensive Plan pursuant to Town Law Section 272-a is included at the beginning of the Comprehensive Plan. This resolution recites the lengthy planning history that incorporated numerous opportunities for public input as well as a coordinated environmental review pursuant to SEQRA that involved the preparation a Generic EIS and the issuance of a Findings Statement.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

being appropriate for a residential density of 4-12 units per acre the density of the proposed project is 7.66 units per acre.

Question 16(A)(2): Cite all text, map, and/or figures that must be amended to support the proposed zoning at this location and provide detailed suggested amendments.

Response to Question 16(A)(2): The adopted Comprehensive Plan does not need to be amended to accommodate the requested reclassification of the Project Site from NCD-SA to NCD-ND.

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

Response to Question 16(A)(3): Section 1-2-1 of the Zoning Code is titled "Purpose" and it states as follows:

> *"The purpose of this Zoning Ordinance and the intent of the legislative authority in its adoption is to promote the environment of the town and its public health, safety, convenience, comfort, prosperity and the general welfare by regulating the use of buildings, other structures and land for residences, open space, public facilities, business, services, industry or other purposes; by regulating and restricting the bulk, height, design, building coverage and location of structures; by regulating and limiting population density; and for the aforesaid purposes, to divide the land within the limits of the town into districts of such number and dimensions generally consistent with the policies of the Comprehensive Plan and to provide procedures for the administration and amendment of said Zoning Ordinance."*

The request reclassification of the Project Site from NCD-SA to NCD-ND to accommodate the proposed residential project is consistent with the "Purpose" of the Zoning Code. Section 1-2-2 of the Zoning Code sets forth the objectives of the Zoning Code. This section of the Zoning Code lists thirteen (13) objectives that are discussed below as follows:

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

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

Response: The proposed project will be consistent with the objective of protecting the character and value of existing land uses and represents orderly and beneficial development.

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

Response: The proposed project is consistent with this objective.

C. To prevent overcrowding of land;

Response: The proposed residential project will not result in the overcrowding of land.

D. To prevent excessive concentration of population and to prevent spare and uncoordinated development;

Response: The proposed residential project will not result in an excessive concentration of population. The proposed residential project is not an example of uncoordinated development.

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

Response: The requested reclassification of the Project Site from NCD-SA to NCD-ND and the proposed residential project are consistent with the policies of the Comprehensive Plan.

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

Response: The Site Plan review process will trigger the need for an Engineer's Report and SWPPP prepared by a licensed engineer to be prepared for review and approval by the Town's Engineering Department. The residential project will not increase the

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

likelihood of damage and injury due to fire and flood. The proposed project will be constructed per the stringent requirements of the NYS Building Code including the fire safety standards contained therein.

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

Response: The proposed residential project will not be inconsistent with this objective.

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

Response: The development of the Project Site in a manner consistent with the updated Concept Site Plan depicting a two-story building with 8 units will result in a residential project that is aesthetically harmonious with nearby areas and structures.

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

Response: The proposed residential project will not result in any potentially significant traffic impacts and only curb cut will be provided onto North Forest Road, which is an Erie County Highway. The potential traffic impacts of the proposed project will be evaluated in connection with the coordinated environmental review of the project pursuant to SEQRA.

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

Response: The Project Site has access to sanitary sewer and water lines as well as necessary public utilities.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

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

Response: The proposed reclassification of the Project Site from NCD-SA to NCD-ND is consistent with this objective since the project is generally consistent with the recommended land use category of "Mixed Residential" as well as the planning objectives and policies in the Comprehensive Plan.

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

Response: The proposed residential project is consistent with this objective.

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

Response: The proposed residential project will not be inconsistent with this objective.

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

Response to Question 16(C): The proposed project is compatible with the present zoning and conforming uses of nearby properties and the character of the neighborhood.

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

Response to Question 16(D): The Project Site is not suitable for agricultural uses allowed in the NCD-SA district given its size, location and nearby land uses.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

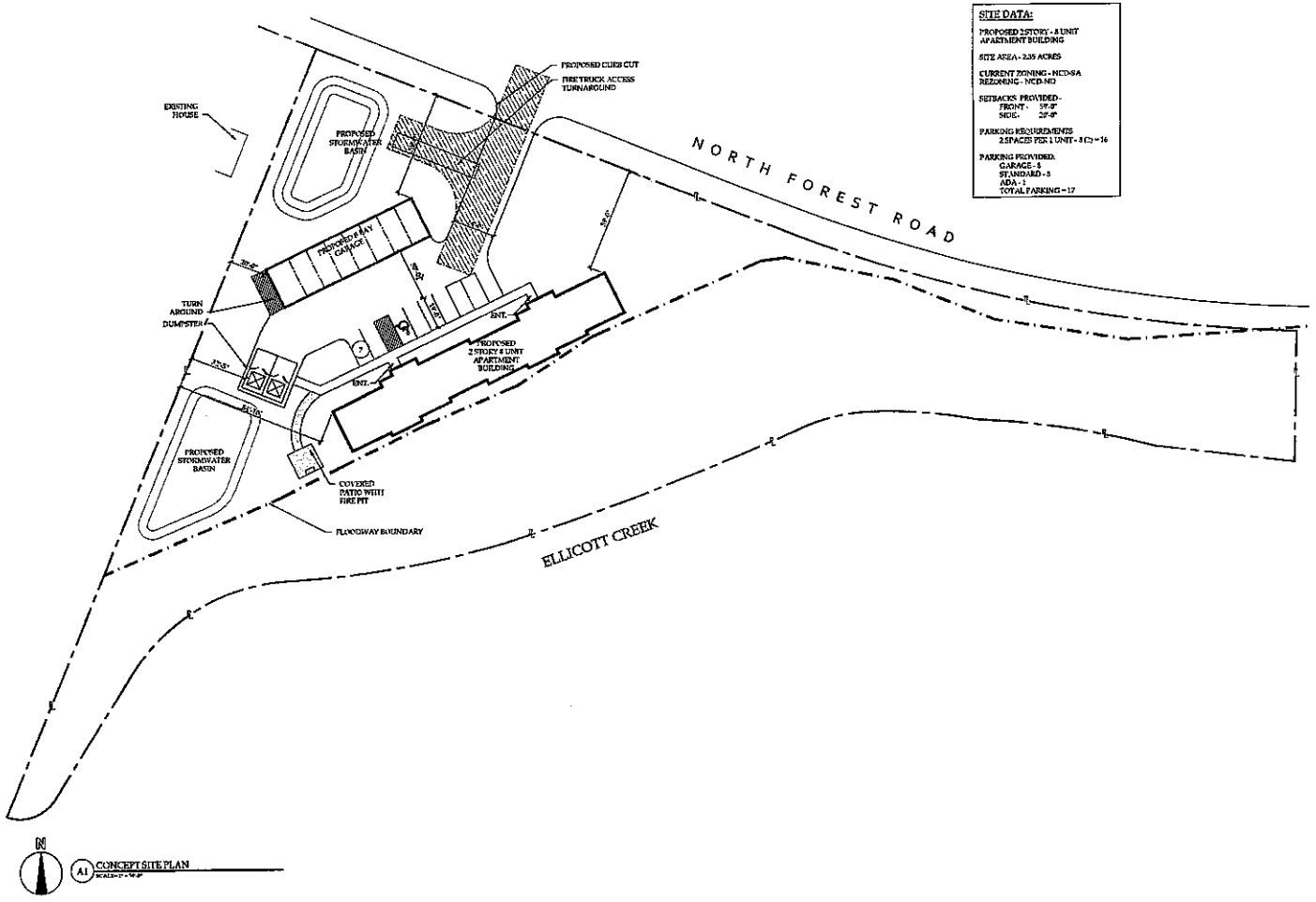
Question 16(E): **Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:**

Response to Question 16(D): The requested reclassification of the Project Site from NCD-SA to NCD-ND to accommodate the proposed residential project will have positive impacts on the balance of uses in the Town since there is demand for upscale attached residential units for lease in the Town.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Exhibit 7 – Reduced Size Copy of the Updated Concept Site Plan for the Proposed Project as Prepared by Silvestri Architects PC [Drawing AS-101 – Date: 12/16/20] [Note: A full size copy of Updated Concept Site Plan is also attached to this Amended Application]

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)



N

A1 CONCEPT SITE PLAN

NOTICE

This document, the property of, prepared and issued by the architect, is submitted for the specific project named _____ and the recipient by accepting this document assumes custody and agrees that this document will not be copied or reproduced in part or in whole, and any special features pertinent to this design shall not be incorporated in any other project, unless prior agreement has been obtained in writing. These documents will be returned immediately upon completion of the project or upon the request of the architect.

This document is the exclusive property of the architect, no rights to ownership are transferable, or shall be lost by the filing of this document with any and all public authorities for the purpose of compliance with Codes and or Ordinances, i.e. Building Permit, etc.

NORTH FOREST APARTMENTS

2160-2170 North Forest Rd
Amherst, ny

ISSUE:

SA PROJECT TEAM: PRINCIPAL R.Silvestri
PROJ. ARCH. S.Hunt DRAFTER B.Meinhardt
JOB CAPT. _____ INTERIORS K. Hanssen

SEAL:

TITLE:

CONCEPT SITE PLAN

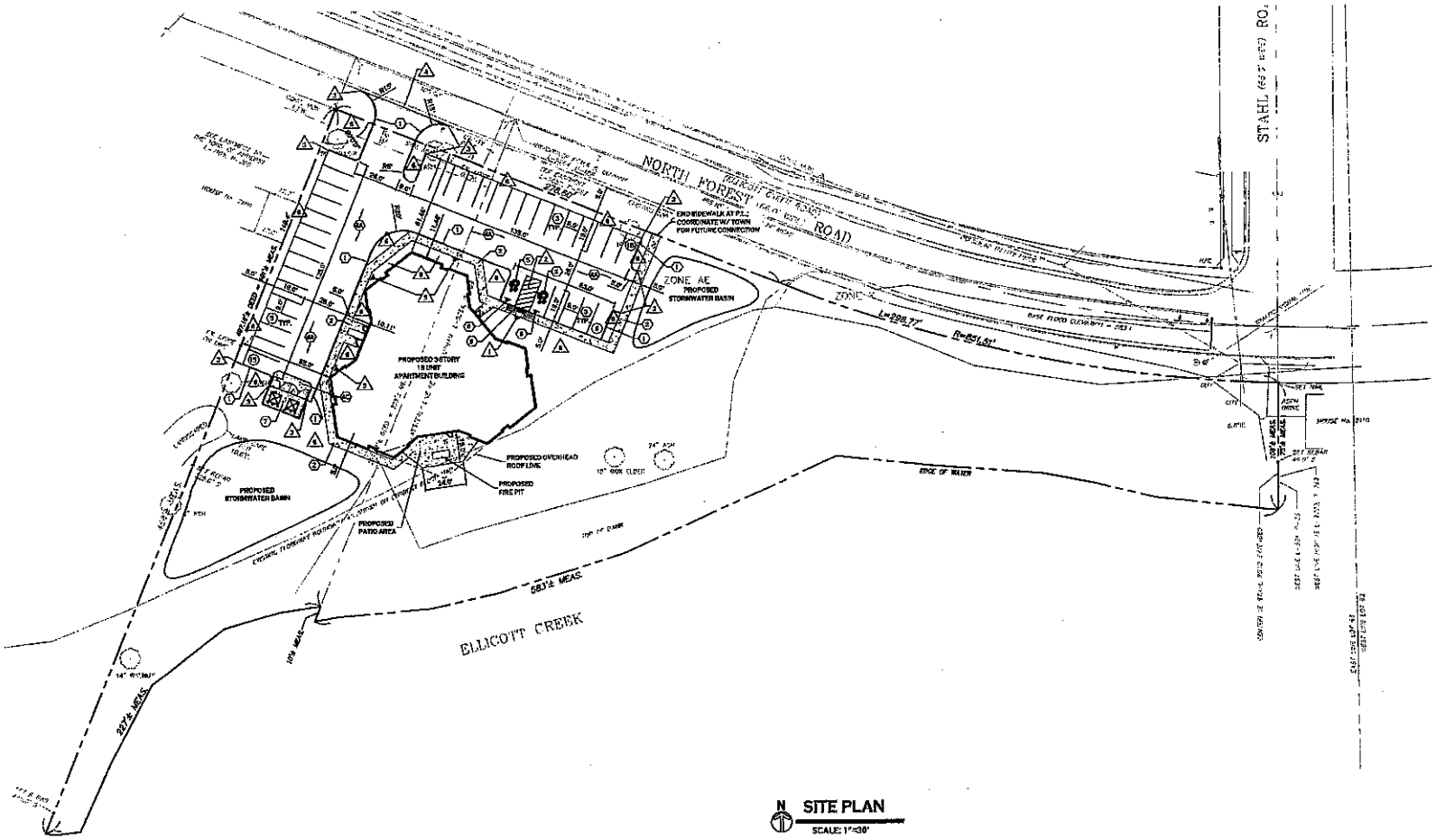
SILVESTRI
ARCHITECTS • PC
1321 MILLERSPORT HWY PH. 716.691.0909
AMHERST, NY 14221 FAX 716.691.4773

SA JOB #: 20060.02
DATE: 12/16/20

DRAWING #: AS-101

Exhibit 8 – Reduced Size Copy of the Previous Concept Site Plan as Prepared by Carmina Wood Morris DPC [Drawing C-100 – Date: August 2020]

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)



N SITE PLAN
SCALE: 1"=30'

SITE DATA

TOTAL SITE: 2.36 ACRES
ZONED: HC/BA CURRENTLY TO BE REZONED TO HC/AUD
USE: PROPOSED 3-STORY 18 UNIT APARTMENT BUILDING

PARKING REQ'D: 2 SPACE PER UNIT.
18 UNITS x 2 = 36 SPACES REQ'D.
56 SPACES PROVIDED.

SITE LEGEND

- PROPERTY LINE
- PROPOSED CONCRETE CURB
- PROPOSED CONCRETE SIDEWALK
- PROPOSED ASPHALT PAVEMENT
- PROPOSED SIGN
- PROPOSED PARKING NUMBER (27)
- PROPOSED LIGHT POLE
- PROPOSED WALL MOUNTED LIGHT

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS. CARMINA WOOD MORRIS, D.P.C. ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30 0 30 60FT.

GENERAL NOTES:

1. INSTALL ALL MATERIALS TO MANUFACTURER'S RECOMMENDATIONS AND BEST STANDARDS OF TRADE INVOLVED.
2. SUBSTITUTIONS SHALL BE MADE ONLY WITH OWNER'S APPROVAL AND BE OF EQUIVALENT QUALITY TO WHAT IS SPECIFIED.
3. WORK SHALL BE COMPLETED IN STRICT ACCORDANCE WITH ALL LOCAL CODES AND OSHA SAFETY RULES AND REGULATIONS.
4. VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS AT THE SITE. NOTIFY OWNER & ENGINEER OF DISCREPANCIES IN CONDITIONS SHOWN ON DRAWINGS PRIOR TO PROCEEDING WITH THE WORK.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF ANY EXISTING STRUCTURES TO REMAIN AND ANY FINISH MATERIAL INSTALLED WHILE WORKING ON OTHER COMPONENTS.
6. CONTRACTOR SHALL KEEP JOB FREE OF DEBRIS AND MAKE FINAL CLEANUP TO SATISFACTION OF OWNER.
7. CONTRACTOR SHALL ASCERTAIN THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION SO THAT THIS WORK WILL NOT DISTURB EXISTING LINES AND/OR INSTALLATIONS. COORDINATE ALL WORK WITH THE APPLICABLE UTILITY COMPANIES.
8. ALL OTHER PERMITS REQUIRED BY STATE OF NEW YORK, COUNTY OF ERIE, AND TOWN OF AMHERST ARE THE RESPONSIBILITY OF THE CONTRACTOR / DEVELOPER / OWNER.

SITE NOTES:

1. ALL RADII SHALL BE 3'-0" UNLESS OTHERWISE NOTED.
2. ALL DISTURBED AREAS: SHALL HAVE 4" MIN. OF TOPSOIL AND SEED.
3. ALL DIMENSIONS FROM PROPERTY LINES SHALL BE MEASURED PERPENDICULAR TO THE PROPERTY LINE.
4. CENTER ENTRANCE SIDEWALKS ON DOOR OPENINGS.
5. BUILDING DIMENSIONS ARE APPROXIMATE, REFER TO ARCHITECTURAL DRAWINGS FOR LAYOUT DIMENSIONS.

DETAIL LEGEND SEE SITE DETAIL SHEET

1. CONCRETE CURB
2. CONCRETE SIDEWALK, 5' WIDE UNLESS OTHERWISE NOTED
3. 90° PARKING STALL
4. STANDARD DUTY ASPHALT
5. EXTERIOR CONCRETE SLAB ON GRADE
6. HANDICAP PAVEMENT MARKINGS
7. HANDICAPPED PARKING SIGN
8. DUMPSTER ENCLOSURE
9. LIGHT POLE FOUNDATION
10. HANDICAP PAVEMENT RAMP

NOTE LEGEND

1. INSTALL "NO PARKING" SIGN, M.U.T.C.D. SIGN NO. R7-1C
2. 4" WIDE YELLOW PAINT STRIPE @ 45° @ 2'0 O.C., INFILL AREA AS SHOWN
3. BOXOUT CURB IN 2' OR MATCH EXISTING CURB
4. MATCH EX. EDGE OF PAVEMENT, SAWCUT AS REQ'D TO ACHIEVE SQUARE EDGE TO MATCH
5. INSTALL "NO PARKING-FIRE LANE" SIGN, M.U.T.C.D. SIGN NO. R8-3
6. LANDSCAPED AREA - SEE LANDSCAPE PLAN. IF NO PLANTINGS, INSTALL TOPSOIL & SEED

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All ideas, designs, plans, and arrangements indicated or represented by this drawing are owned by and the property of Carmina Wood Morris DPC and were created, evolved and developed for use on and in connection with the specified project. None of such ideas, designs, plans or arrangements shall be used by or disclosed to any person, firm or corporation for any purpose whatsoever without the written permission of Carmina Wood Morris DPC. Visual contact with these drawings shall constitute prima facie evidence of the acceptance of these restrictions.

Carmina Wood Morris DPC
457 Main Street Suite 300
Buffalo, New York 14203
P 716.842.3195
F 716.842.0263

REVISIONS:
No. Description Date

PROJECT NAME:
Site Development Plans for:
Proposed 3-Story Apartment bldg
2160 - 2170 North Forest Road
Amherst, New York

Date: 08/2020
Drawn by: C. Wood
Scale: As Noted

DRAWING NAME:
Concept
Site Plan

DRAWING NO.
C-100
Project no.: 20.143

Exhibit 9 - Color Copy of Figure 6 of the Adopted Bicentennial Comprehensive Plan (titled "Conceptual Land Use Plan")

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Town of Amherst Bicentennial Comprehensive Plan

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

Location of Project Site - Designated as Appropriate for Mixed Residential Use

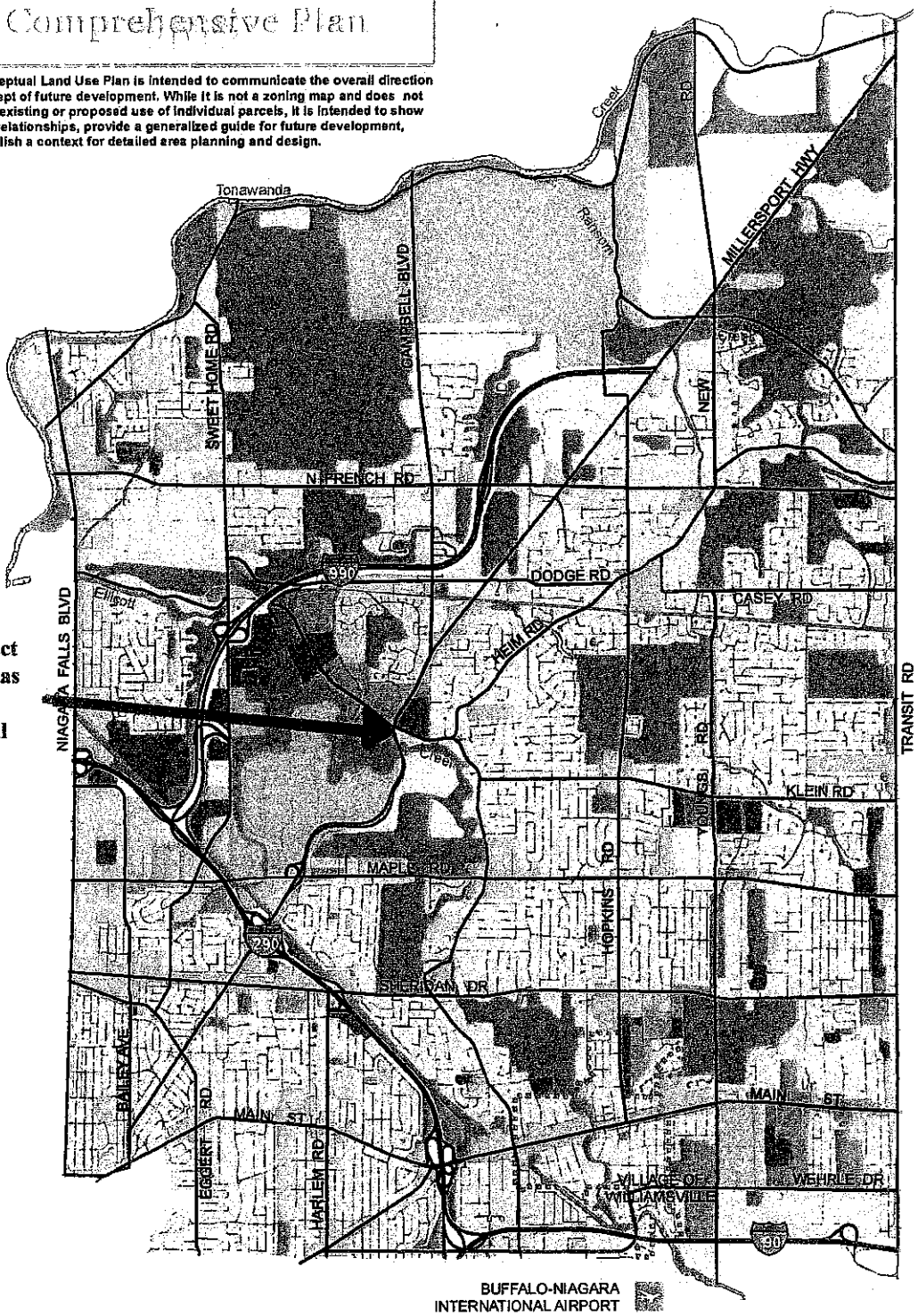


FIGURE 6

Conceptual Land Use Plan

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

* See Map Figure 6-A for Additional Designations

SOURCE NOTES:

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

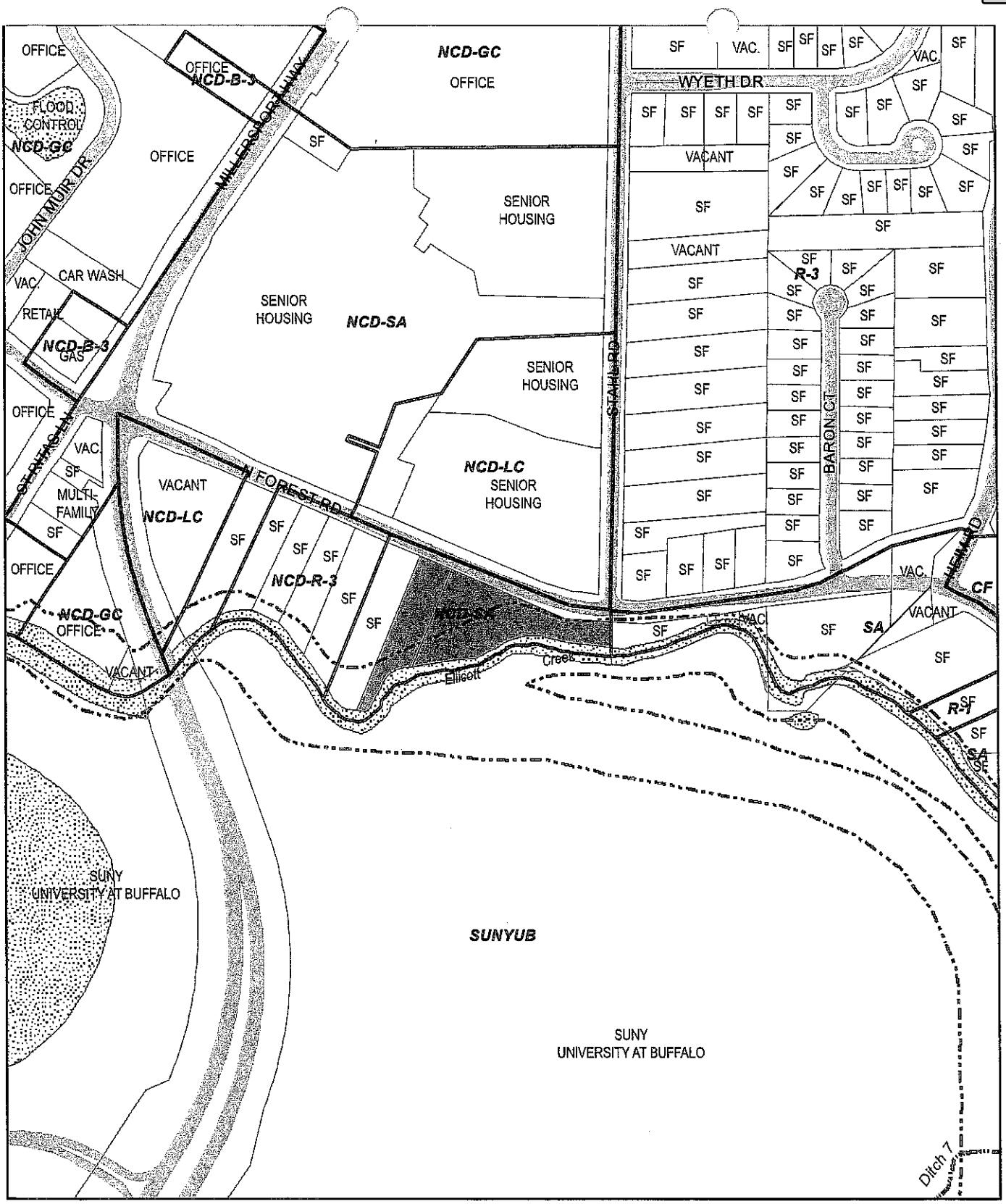
Map Compiled by the Town of Amherst Planning Department

Date: September 2019

N

0 0.25 0.5 0.75 1 1.25
Miles

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)



Z-2020-06
Proposed Amendment #73 to the Audubon New Community Development Plan to Reclassify 2.35+/- AC of Land from NCD-SA to NCD-ND
Property Located at 2160 & 2170 North Forest Road (NCD)

Coromandel Estates Amherst, LLC, Petitioner

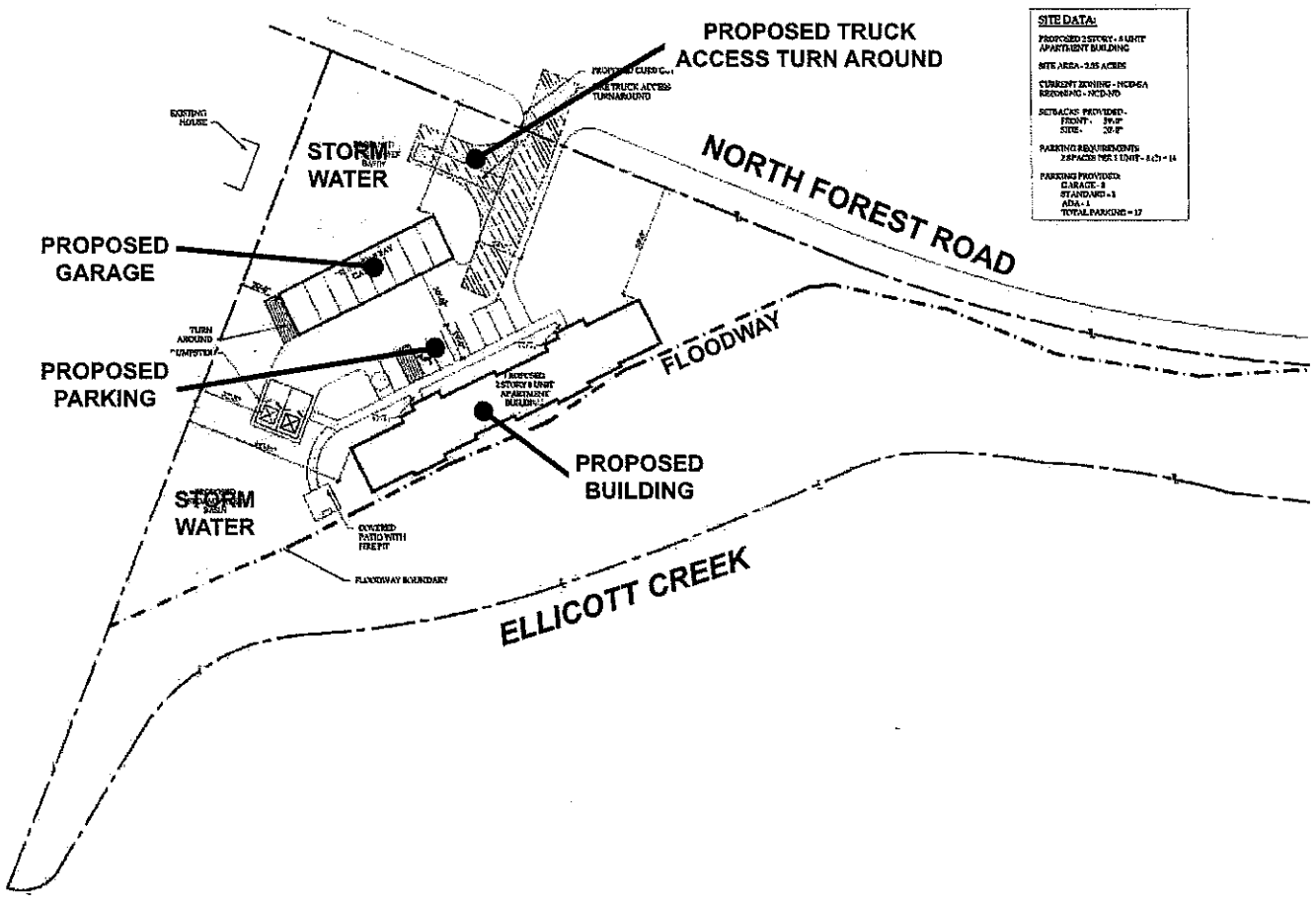
January 21, 2021

2160 & 2170 North Forest

Floodway Boundary

Prepared by the Town of Amherst Planning Department

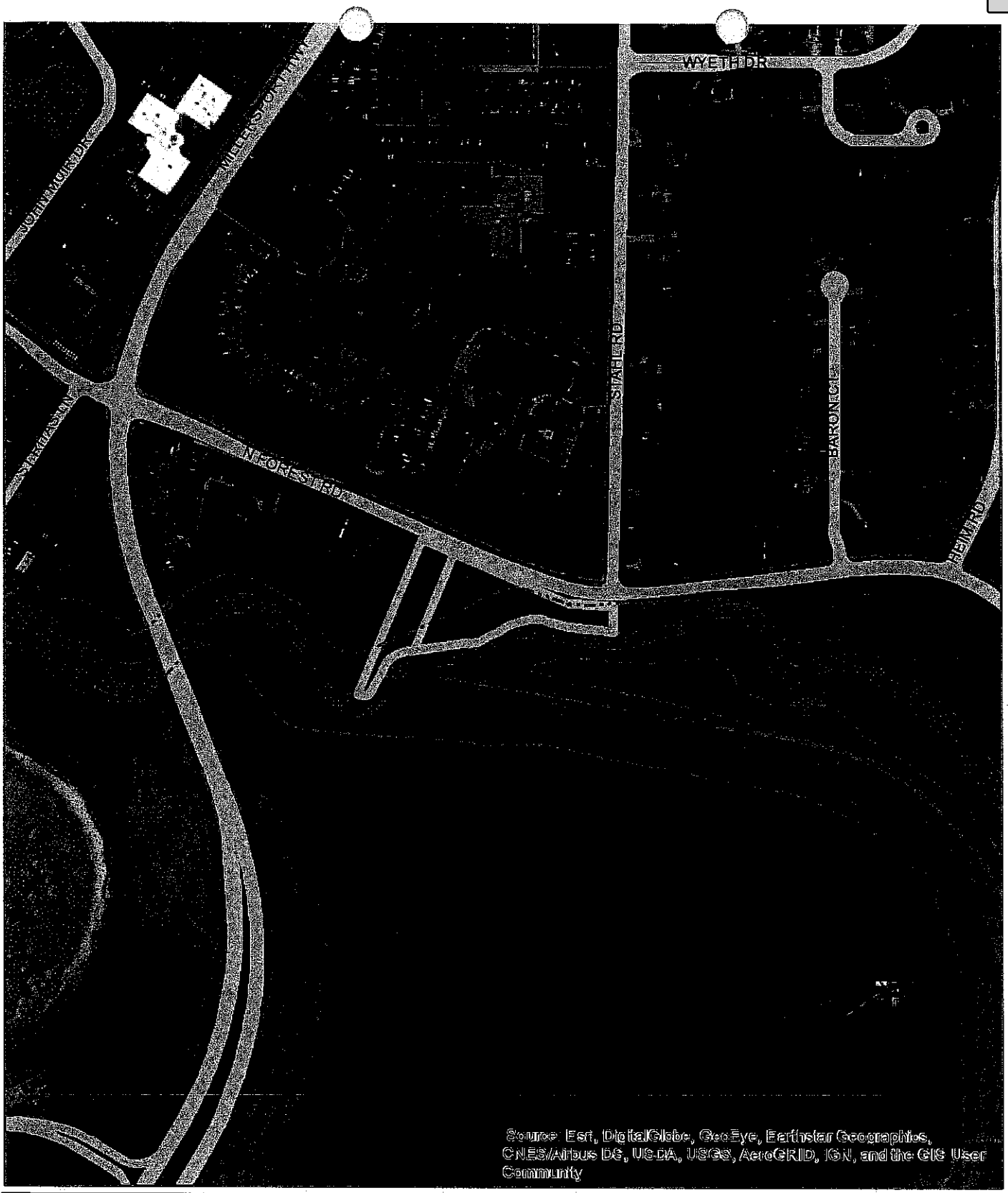
Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)



CONCEPT PLAN

Z-2020-06
2160 & 2170 North Forest Road
Received: 12/21/20

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)



Z-2020-06
Proposed Amendment #73 to the Audubon New Community Development Plan to Reclassify 2.35+/- AC of Land from NCD-SA to NCD-ND
Property Located at 2160 & 2170 North Forest Road (NCD)

Coromandel Estates Amherst, LLC, Petitioner
January 21, 2021

2160 & 2170 North Forest

Floodway Boundary

Prepared by the Town of Amherst Planning Department

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Williamsville Central Schools

Encouraging • Nurturing • Challenging

RECEIVED
SEP 22 2020
TOWN OF AMHERST
PLANNING DEPT.

September 15, 2020

Ms. Ellen Kost
Associate Planner
Town of Amherst Planning Department
5583 Main Street
Williamsville, NY 14221

RE: PROPOSED AMENTMENT #73 TO THE AUDUBON NEW COMMUNITY DEVELOPMENT PLAN TO RECLASSIFY 2.35 ACRES OF LAND FROM **NCD-SA** TO **NCD-ND, Z-2020-06**; PROPERTY LOCATED AT **2160 AND 2170 NORTH FOREST ROAD (NCD)**; COROMANDEL ESTATES AMHERST, LLC, PETITIONER.

Dear Ms. Kost:

The Williamsville Central School District has reviewed file number **Z-2020-06** for the request by Coromandel Estates Amherst, LLC to reclassify land for the above-named property.

Please note that the District has received this information and placed it on file. A future bus stop will be located at a driveway entrance at N. Forest Road in accordance with District policy.

Sincerely,

Thomas R. Maturski
Assistant Superintendent for Finance & Management Services

TRM/ld

cc: Coromandel Estates Amherst LLC c/o Sean Hopkins, Esq, 5500 Main St., Suite 343, Williamsville NY 14221; shopkins@hsr-legal.com
Scott Marshall, Principal Planner; smarshall@amherst.ny.us

105 Casey Road, P.O. Box 5000, East Amherst, NY 14051-5000 • Phone: (716) 626-8012, Fax: (716) 626-8017
www.williamsvillek12.org
Thomas R. Maturski, Assistant Superintendent for Finance & Management Services

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

William E. Geary, Jr.,
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS
RATH BUILDING 14TH FLOOR

TELEPHONE:716.858.8300
FAX: 716.858.8228

September 27, 2020
Ms. Ellen M. Kost, AICP
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Re: Lead Agency Request
Proposed 3 Story Apartment Building
2160-2170 North Forest Road (CR-294)
(T) of Amherst, County of Erie

Dear Ms. Kost:

This Department has received your request for Lead Agency for the above referenced project and the rezoning of 2.35 acres. Erie County Department of Public Works takes no exception with the Town of Amherst being the Lead Agency for this project. This approval of Lead Agency is only from Erie County Department of Public Works and does not imply that other County Departments concur with this approval, as their response will be coming by separate letter.

Permit Requirements

The Developer will be required to apply for and obtain an Erie County Highway Work Permit for Utility Work Perm-2 for construction within the North forest Road highway right-of-way.

The Developer will be required to apply for and obtain an Erie Count Highway Work Permit for Non-Utility Work, Perm 3 for construction of a new entrance drive within the North Forest Road highway right-of-way.

Traffic Concerns

A Traffic Impact Study may be needed due to the close proximity of the project to the intersection of North Forest and Stahl Road.

We ask that you please keep us informed as this project progresses and forward design plans and reports when they become available.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Sincerely,

ERIE COUNTY DEPARTMENT OF PUBLIC WORKS

Darlene M. Svilokos, P.E.
Principal Civil Engineer

cc: Karen Hoak, Deputy Commissioner – Highways
Brian A. Rose, P.E., Supervisor of Engineering
Gina Wilkolaski, P.E., Traffic and Safety Engineer
John Dennee, Senior Highway Maintenance Engineer
File: CR-294

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 9
270 Michigan Avenue, Buffalo, NY 14203-2915
P: (716) 851-7165 I F: (716) 851-7168
www.dec.ny.gov

January 22, 2021

Ms. Ellen Kost
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Dear Ms. Kost,

SEQR Lead Agency Coordination
Audubon New Community Development
2160 and 2170 North Forest Road
Town of Amherst, Erie County

This letter is in response to your December 23, 2020 correspondence regarding the above-noted project. The revised project plan has been reviewed and the Department has no additional comments on the proposed project beyond those in the attached September 30, 2020 SEQR lead agency response letter from this agency. Thank you.

If you have any other questions, please feel free to contact Ms. Kerri Pickard-DePriest of my staff or me at 716/851-7165.

Sincerely,

David S. Denk

Digitally signed by David S. Denk
DN: cn=David S. Denk, o=NYS DEC, ou=Div. of Env. Permits, email=david.denk@dec.ny.gov, c=US
Date: 2021.01.22 14:13:13 -05'00'

David S Denk
Regional Permit Administrator

KPD

ecc: Mr. Theodore Myers, NYSDEC, Division of Water
Mr. Sean Hopkins, Esq, shopkins@hsr-legal.com

Z-2020-06

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Amherst

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

RECEIVED
JAN 14 2021
TOWN OF AMHERST
PLANNING DEPT.

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Ellen M. Kost, AICP
Assistant Planning Directo

MEMORANDUM December 18, 2020

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
ECHWY
NYSDEC
Williamsville Central School District

DEC 23 2020
TOWN OF AMHERST
BUILDING DEPT

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director EMK

SUBJECT: PROPOSED AMENDMENT #73 TO THE AUDUBON NEW COMMUNITY DEVELOPMENT PLAN TO RECLASSIFY 2.35± ACRES OF LAND FROM **NCD-SA** TO **NCD-ND;** PROPERTY LOCATED AT **2160 and 2170 NORTH FOREST ROAD (NCD);** COROMANDEL ESTATES AMHERST, LLC, PETITIONER. **Z-2020-06**

REVISED APPLICATION AND CONCEPT PLAN:
Received December 18, 2020

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

General comments relative to your agency interests: a floodplain development permit will be required

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

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

Signature: Doug Gesel **Date:** 1-13-21

EK/jfa
X:\Current_Planning\Files\Rezonings\2006\Z-2006-06_(9290_Transit_Rd)_2006\Z-2020-06_Rev_Transmittal_Application & Concept Plan_121820.doc

cc: Scott Marshall, Principal Planner
Coromandel Estates Amherst LLC, c/o Sean Hopkins, 5500 Main St., Suite 343, Williamsville, NY 14221
Thiru Vikram, c/o Coromandel Estates LLC, 4515 Chestnut Ridge Road, Unit 106, Amherst NY 14228
Chris Wood, Carmina Wood Morris, 487 Main St., Suite 500, Buffalo NY 14203
Christina Barmosz, Silvestri Architects, 1321 Millersport Hwy., Amherst, NY 14221
David Pawlik, Creative Structures Services, 550 Seneca St., Suite 100, Buffalo NY 14204

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

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 Director

RECEIVED
DEC 17 2020
TOWN ATTORNEY

MEMORANDUM December 18, 2020

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
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Integrated Review Coordinator, ECDEP
ECHWY
NYSDEC
Williamsville Central School District

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JAN 05 2021
TOWN OF AMHERST
PLANNING DEPT.

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: PROPOSED AMENDMENT #73 TO THE AUDUBON NEW COMMUNITY DEVELOPMENT PLAN TO RECLASSIFY 2.35± ACRES OF LAND FROM **NCD-SA** TO **NCD-ND**; PROPERTY LOCATED AT **2160 and 2170 NORTH FOREST ROAD (NCD);** COROMANDEL ESTATES AMHERST, LLC, PETITIONER. **Z-2020-06**

REVISED APPLICATION AND CONCEPT PLAN:
Received December 18, 2020

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

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

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

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

Signature: Stanley Sliwa **Date:** 1/4/2021

EK/jfa
X:\Current_Planning\Files\Rezonings\2006\Z-2006-06_(9290_Transit_Rd)_2006\Z-2020-06_Rev_Transmittal_Application & Concept Plan_121820.doc

cc: Scott Marshall, Principal Planner
Coromandel Estates Amherst LLC, c/o Sean Hopkins, 5500 Main St., Suite 343, Williamsville, NY 14221
Thiru Vikram, c/o Coromandel Estates LLC, 4515 Chestnut Ridge Road, Unit 106, Amherst NY 14228
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David Pawlik, Creative Structures Services, 550 Seneca St., Suite 100, Buffalo NY 14204

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

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 Director

RECEIVED
DEC 21 2020
TOWN ATTORNEY

MEMORANDUM December 18, 2020

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
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JAN 05 2021
TOWN OF AMHERST
PLANNING DEPT.

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: PROPOSED AMENDMENT #73 TO THE AUDUBON NEW COMMUNITY DEVELOPMENT PLAN TO RECLASSIFY 2.35± ACRES OF LAND FROM **NCD-SA** TO **NCD-ND**; PROPERTY LOCATED AT **2160 and 2170 NORTH FOREST ROAD (NCD);** COROMANDEL ESTATES AMHERST, LLC, PETITIONER. **Z-2020-06**

REVISED APPLICATION AND CONCEPT PLAN:
Received December 18, 2020

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: N/A

General comments relative to your agency interests: N/A

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

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

Signature: _____ **Date:** 12/29/20

EK/jfa
X:\Current_Planning\Files\Rezonings\2006\Z-2006-06_(9290_Transit_Rd)_2006\Z-2020-06_Rev_Transmittal_Application & Concept Plan_121820.doc

cc: Scott Marshall, Principal Planner
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David Pawlik, Creative Structures Services, 550 Seneca St., Suite 100, Buffalo NY 14204

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

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 Director

RECEIVED
DEC 31 2020
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM December 18, 2020

TO: Daniel Ulatowski, Principal Planner
~~Dave Marrano~~, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
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Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
ECHWY
NYSDEC
Williamsville Central School District

TO: Ellen Kost
From: Dave Marrano
12/23/20
See Below

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director EMK

SUBJECT: PROPOSED AMENDMENT #73 TO THE AUDUBON NEW COMMUNITY DEVELOPMENT PLAN TO RECLASSIFY 2.35± ACRES OF LAND FROM **NCD-SA** TO **NCD-ND**; PROPERTY LOCATED AT **2160 and 2170 NORTH FOREST ROAD (NCD);** COROMANDEL ESTATES AMHERST, LLC, PETITIONER. **Z-2020-06**

REVISED APPLICATION AND CONCEPT PLAN:
Received December 18, 2020

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: No Issue.

General comments relative to your agency interests: No Issue since units will be Leased, not sold w/ Condominium Tax Status

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

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

Signature: _____ **Date:** 12/23/20

EK/jfa
X:\Current_Planning\Files\Rezonings\2006\Z-2006-06_(9290_Transit_Rd)_2006\Z-2020-06_Rev_Transmittal_Application & Concept Plan_121820.doc

cc: Scott Marshall, Principal Planner
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David Pawlik, Creative Structures Services, 550 Seneca St., Suite 100, Buffalo NY 14204

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Amherst

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

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DEC 31 2020
TOWN OF AMHERST
PLANNING DEPT.

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Ellen M. Kost, AICP
Assistant Planning Director

MEMORANDUM December 18, 2020

TO: Daniel Ulatowski, Principal Planner
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Integrated Review Coordinator, ECDEP
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NYSDEC
Williamsville Central School District

TOWN OF AMHERST
ENGINEERING
DEPARTMENT
2020 DEC 22 P 12:51

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director EMK

SUBJECT: PROPOSED AMENDMENT #73 TO THE AUDUBON NEW COMMUNITY DEVELOPMENT PLAN TO RECLASSIFY 2.35± ACRES OF LAND FROM **NCD-SA** TO **NCD-ND**; PROPERTY LOCATED AT **2160 and 2170 NORTH FOREST ROAD (NCD);** COROMANDEL ESTATES AMHERST, LLC, PETITIONER. **Z-2020-06**

REVISED APPLICATION AND CONCEPT PLAN:
Received December 18, 2020

REVIEW:

Do you agree with all statements made? YES

If you do not, briefly state why: _____

General comments relative to your agency interests: None At This Time

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

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

Signature: _____ **Date:** 12/30/20

EK/jfa
X:\Current_Planning\Files\Rezonings\2006\Z-2006-06_(9290_Transit_Rd)_2006\Z-2020-06_Rev_Transmittal_Application & Concept Plan_121820.doc

cc: Scott Marshall, Principal Planner
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Amherst

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

RECEIVED
Williamsville Central School District
DEC 23 2020
Asst Superintendent for
Finance & Management Services

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Ellen M. Kost, AICP
Assistant Planning Director

MEMORANDUM December 18, 2020

RECEIVED
DEC 31 2020
TOWN OF AMHERST
PLANNING DEPT.

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
ECHWY
NYSDEC
Williamsville Central School District

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director EMK

SUBJECT: PROPOSED AMENDMENT #73 TO THE AUDUBON NEW COMMUNITY DEVELOPMENT PLAN TO RECLASSIFY 2.35± ACRES OF LAND FROM **NCD-SA** TO **NCD-ND**; PROPERTY LOCATED AT **2160 and 2170 NORTH FOREST ROAD (NCD);** COROMANDEL ESTATES AMHERST, LLC, PETITIONER. **Z-2020-06**

REVISED APPLICATION AND CONCEPT PLAN:
Received December 18, 2020

REVIEW:

Do you agree with all statements made? In regard to site plan and SEQRA, the

If you do not, briefly state why: District does not have comments on these items

General comments relative to your agency interests: Williamsville Central School District school bus service will follow policy, presently, bus service would be at entrance of the apartment complex.

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

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

Signature: [signature] **Date:** 12/28/20

EK/jfa
X:\Current_Planning\Files\Rezonings\2006\Z-2006-06_(9290_Transit_Rd)_2006\Z-2020-06_Rev_Transmittal_Application & Concept Plan_121820.doc

cc: Scott Marshall, Principal Planner
Coromandel Estates Amherst LLC, c/o Sean Hopkins, 5500 Main St., Suite 343, Williamsville, NY 14221
Thiru Vikram, c/o Coromandel Estates LLC, 4515 Chestnut Ridge Road, Unit 106, Amherst NY 14228
Chris Wood, Carmina Wood Morris, 487 Main St., Suite 500, Buffalo NY 14203
Christina Barmosz, Silvestri Architects, 1321 Millersport Hwy., Amherst, NY 14221
David Pawlik, Creative Structures Services, 550 Seneca St., Suite 100, Buffalo NY 14204

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Amherst

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

TOWN OF AMHERST
ENGINEERING
DEPARTMENT
2020 DEC 22 P 12:37

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Ellen M. Kost, AICP
Assistant Planning Director

MEMORANDUM December 18, 2020

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
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Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
ECHWY
NYSDEC
Williamsville Central School District

RECEIVED
DEC 28 2020
TOWN OF AMHERST
PLANNING DEPT.

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director EMK

SUBJECT: PROPOSED AMENDMENT #73 TO THE AUDUBON NEW COMMUNITY DEVELOPMENT PLAN TO RECLASSIFY 2.35± ACRES OF LAND FROM **NCD-SA** TO **NCD-ND**; PROPERTY LOCATED AT **2160 and 2170 NORTH FOREST ROAD (NCD);** COROMANDEL ESTATES AMHERST, LLC, PETITIONER. **Z-2020-06**

REVISED APPLICATION AND CONCEPT PLAN:
Received December 18, 2020

REVIEW:

Do you agree with all statements made? YES.

If you do not, briefly state why: _____

General comments relative to your agency interests: NONE

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

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

Signature: _____ **Date:** 12/24/20

EK/jfa
X:\Current_Planning\Files\Rezonings\2006\Z-2006-06_(9290_Transit_Rd)_2006\Z-2020-06_Rev_Transmittal_Application & Concept Plan_121820.doc

cc: Scott Marshall, Principal Planner
Coromandel Estates Amherst LLC, c/o Sean Hopkins, 5500 Main St., Suite 343, Williamsville, NY 14221
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Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

RECEIVED
NOV 30 2020
TOWN OF AMHERST
PLANNING DEPT.

Kost, Ellen

From: Rutkowski, Edward (DOT) <Edward.Rutkowski@dot.ny.gov>
Sent: Saturday, November 28, 2020 12:50 PM
To: Kost, Ellen
Subject: 2160-2170 North Forest Rd, Proposed Rezoning for 18 Unit Apartment Building, Amherst
Attachments: 2160-2170 N Forest.pdf

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

Ellen,

New York State Department of Transportation (NYSDOT) reviewed the information submitted for the subject project and has the following comments:

- NYSDOT concurs with the Town of Amherst acting as the Lead Agency.
- The proposed project will not have a significant impact to traffic on the Stathe Highway System.

If you have any questions, please contact me either by email or phone.

Sincerely,
Ed Rutkowski

Edward S. Rutkowski, P. E.
SEQR/Site Plan Review Coordinator
NYSDOT - Region 5
100 Seneca Street
Buffalo, New York 14203
716-847-3575

NEW YORK STATE OF OPPORTUNITY. | Department of Transportation

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

NEW YORK STATE OF OPPORTUNITY. | Parks, Recreation, and Historic Preservation

ANDREW M. CUOMO
Governor

ERIK KULLESEID
Commissioner

October 30, 2020

Roberta Rappoccio
Associate Planner
Town of Amherst, NY Planning Department
5583 Main Street
Amherst, NY 14221

Re: DEC
Rezoning for 18-Unit 3-story New Construction Project
2160 North Forest Rd, Amherst, Erie County, NY
20PR05460
Z-2020-06

Dear Roberta Rappoccio:

Thank you for requesting the comments of the Division for Historic Preservation of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the Phase I Archaeological Reconnaissance Survey report prepared by the University at Buffalo's Archaeological Survey (Whalen & Angelini, October 2020; 20SR00539) in accordance with the New York State Historic Preservation Act of 1980 (section 14.09 of the New York Parks, Recreation, and Historic Preservation Law). These comments are those of the Division for Historic Preservation and relate only to Historic/Cultural resources.

Based on this review, it is OPRHP's understanding that no archaeological sites were identified during the above-noted investigation, and we concur with the report's conclusion that no further archaeological investigations are warranted. It is, therefore, OPRHP's opinion that no properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project. Should the project design be changed OPRHP recommends further consultation with this office.

If you have any questions, I can be reached via e-mail at Josalyn.Ferguson@parks.ny.gov.

Sincerely,

Josalyn Ferguson, Ph.D.
Scientist Archaeology

via email only

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Carrato, Amy

From: ann bealer <annri35@msn.com>
Sent: Tuesday, October 06, 2020 3:26 PM
To: Carrato, Amy
Subject: Rezoning of property at 2160&2170 N. Forest Rd.

CAUTION: This email originated from outside of the organization.
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I am totally against the rezoning of the above properties for a 3 story apartment building. I spend my summers outside in my backyard and I would lose all my privacy. Traffic is a problem. We have trouble getting in and out of our driveways. At rush hour it is almost impossible. We also have frequent water brakes as the lines are old. They were supposed to put new lines in 3or4 years ago and they never did. How much more water can those pipes handle? Water pressure is another issue. Am and pm the pressure is low. I ask also where is the green space in Amherst. It seems all the developers want to do is build. And I would ask the Board members and the Planning Board if they would like a 3 story building right next door to them.

Ann Bealer
2204 N. Forest Rd.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Carrato, Amy

From: sprinter16@roadrunner.com
Sent: Sunday, October 11, 2020 11:29 AM
To: Carrato, Amy
Subject: Rezoning request located at 2160 & 2170 N Forest Rd.

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To Whom It May Concern,

We received a notice regarding the request to rezone 2160 & 2170 N Forest Rd. We live at 2200 N Forest Rd which is 3 houses down from the proposed rezoning and would like it noted that we are definitely not in favor of a 3 story apartment building or any apartment building for that matter.

Several years ago an effort was made to rezone the corner of N Forest Rd and Millersport Hwy to a 3 story apartment building and that effort was successfully denied based on various issues such as excessive traffic which is already a terrible problem, frequent water main breaks that occur in our area and the proposed targeted tenants which would have been college students. At the time, there was a house on the property that was being rented out to college students and the loud parties and noise created many complaints that required a police response.

As well as the concerns already mentioned, the project calls for 2 retention ponds that will drain in to Ellicott Creek. We always have flooding occur on the lower portion of our property during heavy rains and we do not want additional discharge of water from other sources as we feel this will create more opportunity for additional flooding as well as perhaps change the flow of the water.

Most of the homes that would be directly impacted by the proposed apartment building would lose all backyard privacy based on the illustration provided in the rezoning request. One of the only saving graces of living on an extremely busy, noisy street is the fact that we have no rear neighbors and are able to enjoy the view of the creek as well as the natural habitat. Having a 3 story apartment building and the noise it will create just through everyday living will definitely have a negative impact on those of us nearest to it.

We will continue to remain involved in the meetings and decisions regarding this request.

Fran & Dennis Cummings

2200 N Forest Rd

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Carrato, Amy

From: Dan Boscarino <dboscarino@yahoo.com>
Sent: Tuesday, October 13, 2020 3:07 PM
To: Carrato, Amy
Subject: Property at 2160& 2170 North Forest Road Planning Board meeting October 15

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I'm writing to voice my opinion that I'm not in favor of rezoning the property. The corner is extremely busy and less than a half a mile from a school zone. The traffic is already unbearable on weekday mornings and evenings. This is a residential neighborhood and should stay that way, with single family homes only. I cannot see how anyone could approve a zoning change.

Regards,

Daniel M. Boscarino
Carrie Boscarino
57 Baron Ct
Getzville, New York

Sent from Yahoo Mail for iPad

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Carrato, Amy

From: Rosemary Blando <rblando@durham.com>
Sent: Tuesday, October 13, 2020 8:04 AM
To: Carrato, Amy
Cc: jjh2180@verizon.net
Subject: 2160 & 2170 North Forest Rd
Attachments: Amherst final draft.docx; Signed petitions.pdf

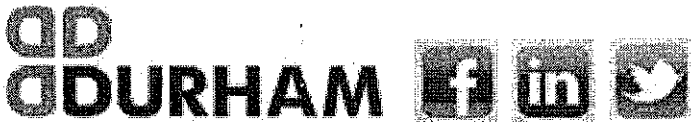
CAUTION: This email originated from outside of the organization.
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Planning Board:
Attached please find our response to the request to approve **Amendment #73 of the Audubon New Community Development Plan**. This matter is scheduled to be heard as **item #3** on the Planning Board's **October 15th agenda**. Kindly acknowledge receipt via email as well as **jjh2180@vereizon.net**. My husband, Joseph Hausbeck plans to appear at the hearing, via Zoom, and requests permission to speak in rebuttal. The second attachment are (2) petitions in opposition to petitioner's request.
Thank you for your consideration,

Joseph J. Hausbeck
Rosemary Blando
Residents 2180 North Forest Rd
Williamsville, NY 14221

716.473.3972 cell

www.durhamstaffing.com



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This email has been checked for viruses by Avast antivirus software.
www.avast.com

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Amherst Planning Board
5583 Main Street
Williamsville, New York 14221

Via email to: acarrato@amherst.ny.us

Re: Request to Approve Amendment #73 of the Audubon New Community Development Plan to Reclassify Property located at 2160 and 2170 North Forest Road.

To Whom It May Concern:

My wife and I are the owners and residents of 2180 North Forest Road, the property immediately adjoining the subject property. We have resided there over 23 years. We are hereby expressing our **strong opposition** to the above referenced matter which is scheduled for consideration by the Town Planning Board on Thursday, October 15th.

PROCEDURAL MATTER:

Prior to setting forth our concerns about the proposed project, I wish to raise a **procedural** concern. I am very concerned that there has been insufficient notice given of the upcoming hearing. In preparation for the hearing, I attempted to contact local residents to gauge their interest in the matter. I was advised that the Beechwood Campus and, specifically, the residents of Asbury Point, located directly across from the subject property on North Forest Road, were **not** given notice of the hearing. In addition, in speaking with the residents of eight (8) other parcels in close proximity to the subject, three (3) residents advised that they had **not** received any notice whatsoever. I attempted to contact other residents without success, perhaps because of the Covid 19 times in which we are living. I am therefore respectfully requesting that the Town insure that all reasonable efforts are made to assure that all Town Residents potentially impacted by the requested action be afforded their basic right to Notice and an Opportunity to be Heard.

SUBSTANTIVE MATTERS:

I would like to address the Request from two (2) perspectives.

I. **Character of the Neighborhood and the Subject Property:**

The property in question is the eighth parcel on the west side of North Forest Road, south of Millersport Highway. It is the last parcel on North Forest before Stahl Road and is immediately adjacent to the "zombie" property, known throughout Amherst as "that white house". The seven parcels between it and Millersport consist of six (6) single family ranch homes and one (1) one- story building, housing a Women's Medical Center. The Medical Center is on the corner of Millersport Highway (a commercial thoroughfare) and North Forest Rd. There is a substantial fenced buffer zone between the Medical Center and the first residential property, including an area dedicated to a Stormwater Management Practices Bio-retention Project, permitted by the NYS Dept. of Environmental Conservation. The rear of all the ranch homes, as well as the subject property, abut Ellicott Creek.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

It should be noted that the Medical Center required a rezoning. However, prior to that being accomplished, a different developer attempted to rezone that property to build a similar residential rental structure. That proposed redevelopment plan was objected to by the residents and was not approved by the Town. The question may therefore be asked as to why the Town should approve this application for a three-story multifamily residence on property which sits further down the same block (removed from any commercial intersection) which also presents potentially significant adverse environmental impacts.

On the opposite side of North Forest sits Asbury Point, a quiet and pristine retirement residence. Asbury Point is set back far from North Forest Road. There are dense wooded areas, landscaped areas, abundant mature trees and open greenspaces that act as a buffer between Asbury Point and North Forest Rd. The Asbury Point structure referred to by the petitioner is, indeed, three stories, but it has some underground parking. The structure, as well as its infrequently used limited surface parking area, is setback, partially concealed, and surrounded by walking paths. The building is entirely occupied by senior citizens who have a vested interest in the self-contained elderly campus. They are wonderful neighbors.

In contrast, the proposed project is a three-story, 18 unit apartment building with surface area parking for 36 cars. The site abuts our southern property line and is just 17.5 feet (+ or -) from the south wall of our home. It should be noted that the site plan describes the site as being 2.35 acres. However, the structure, surface parking and all appurtenances are "sandwiched in" on less than ½ of the "site". The remainder of the site sits in the existing floodway and is unusable. It is wooded, but sits behind the proposed development and offers no buffer between the structure and the street or our adjoining property. The "sandwiching" is so tight, that the proposed site plan reveals that portions of the proposed fire pit actually encroach into the floodway.

The site plan appears to show only a 5' "landscaped" area between the 15 parking spaces (that face our lot line and house) and the lot line itself. As the wall of our home sits approximately 17.5' from the lot line, and our home (a ranch which has no basement) sits on a concrete pad, cars will be parked 22.5' from the south wall of our house, with headlights shining in our bedroom windows. In addition, most likely because of the "sandwiching", the site plan seeks to place what appears to be a double bay dumpster extremely close to both our unfenced yard (which we use regularly throughout the spring, summer and fall) and our home. For the past 23 years we have had an unobstructed view of Ellicott Creek and the Ellicott Creek Trailway (bikepath). If this project is approved, we will have only an unobstructed view of the dumpster. We are also concerned about the potential impact of dumpster odors and the potential for rodent and pest infestation. Throughout the entire 23 years we have lived here, we have enjoyed the wildlife that regularly occupies these parcels. That wildlife includes the deer which miraculously seem to present us, each spring, with two new spotted fawns. However, it also includes the raccoon (anxiously awaiting the installation of the dumpsters) that we have observed in the tree on the property line, these are not the only potential significant adverse impacts on our property, but they are clearly indicative of the fact that this project is simple much too large for this site.

I would encourage all members of the Planning Board to personally visit the site to fully appreciate the concerns expressed.

II. <u>Specific Issues applicable to the Neighborhood:</u>

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

The proposed project is totally out of character and inconsistent with our neighborhood. It simply does not fit the site (see preceding section). The quality of life for the current residents on North Forest Road, will be adversely affected for numerous reasons. There are serious concerns over potential loss of property values; there are privacy concerns, traffic and traffic safety concerns, water issues and flooding concerns, erosion concerns, and soil and land subsidence concerns, among others.

WATER ISSUES – Over the years, the proposed site, as well as adjacent properties, have Experienced flooding issues from Ellicott Creek. During wet weather events, waters from the adjacent creek and diversion channel regularly flood portions of the proposed site, our premises, and the premises of neighbors to the north.

Prior to the construction of the Ellicott Creek diversion channel, the subject property had large depressions that used to flood regularly. Neighbors have told me that the property was actually used by local children for ice skating, and at some point a public berm was constructed along the creek in an effort to prevent the flooding. I have also been told that this berm material was later excavated and used by a prior owner of the subject property to fill the depressed areas that regularly flooded. This story may be substantiated by the following observation: on the property, there is a large old willow tree sitting about 5' deep in a rip rap well. Within that well are several plastic drain hoses, with clamps that appear to drain into the "well" area. This may be some indication of the possible depth of fill placed upon the subject property by prior owners. However, I have no idea what the composition of that fill is.

Attached to the petitioner's application for a variance is a copy of a letter from Earth Dimensions, Inc. related to a preliminary wetland investigation. That letter references an attached map which "depicts the limits of our investigation". The attached map (entitled "Erie County On-Line Mapping Application") purports to depict the subject property (2170 and 2160 North Forest Road). Please compare the configuration of the subject property shown upon that map with the configuration of the "same" property (2170 and 2160 North Forest Road) shown on the site plan. A comparison may substantiate the alleged prior flooding and the later use of fill should these questions be relevant to the question of site suitability for the proposed project.

It is my understanding that a pipe for drainage of surface water from the Asbury Point property was installed years ago, and ran under North Forest Road to what was once a culvert along the road adjoining the proposed site. Allegedly, a prior owner of the proposed site later had a 36" drainage pipe installed. That pipe bisected the proposed site and discharged the drainage water to the bank or bed of Ellicott Creek. I believe the discharge pipe itself is visible at the creek bank. However, I was unable to note any reference to that discharge system on the site plans or application documents. I have no knowledge as to whether there is any public record of this.

Based upon:

Past and current flooding issues;
The addition of ½ acre of impervious surface;
The non-use of pervious surfaces;

Lack of information regarding proposed excavations;
Lack of information regarding storm water basins and their location with respect to the topography of adjacent lands;
The discharge of storm water to Ellicott Creek; and
concerns over storm water management generally,

We have serious concern that this project will have a significant adverse environmental impact on our property and that of our neighbors to the north.

ERROSION CONCERNS - We have personally observed substantial erosion of the bank of Ellicott Creek on the site of the subject property. When we acquired our property 23 years ago, the subject property, which adjoins ours, had a large concrete wall comprised of sections of concrete attached to metal supports mounted along the creek bank. The wall was along the peninsular-like portion of the western end of the property. Over the years, due to substantial erosion of the bed behind the wall, the entire wall has fallen, section by section, into Ellicott Creek. All that currently remains of the structure are a few of the metal supports.

At the opposite end of the subject property (at the Stahl Road intersection) sits the infamous "white house". Its driveway is a matter of inches from the eastern end of the subject property. The White house (a zombie property) is generally believed to be falling into Ellicott Creek.

In our mind, concern over erosion raises an issue as to the safety and appropriateness of a construction project of this magnitude.

FLOOD CONTROL EASEMENT - Our property (which adjoins the subject property) is subject to a Flood Control Easement held by, or of interest to NYSDEC, USACOE and the TOWN of AMHERST. We assume the adjoining upstream property is, or should be, also subject to such an easement. However, I did not see it directly addressed in the petitioner's Environmental Assessment Form.

Concerns over storm water and its management (see above) would seem to have a direct impact upon any Flood Control Easement applicable to the subject property, as well as to ours.

SEWERS - The petitioner's "Application to Reclassify" represents that there is adequate sanitary Sewer capacity for the proposed project. This may not be the case. We have learned that the proposed action is considered a Sanitary Sewer Extension by the NYSDEC, and a detailed sewer capacity analysis must be performed and submitted for review and approval. Further investigation is necessary to avoid potential substantial adverse environmental impacts upon the community.

PUBLIC WATER - Again, the "Application to Reclassify" represents that adequate public water

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

capacity exists. However, we can attest to the fact that, in the past, we and others in our block (North Forest Rd from Millersport Hwy to Stahl Rd) have experienced numerous interruptions in water service. These interruptions have occurred from broken pipes in our block, and have occurred principally during cold weather. Interruptions have been for long periods and have been extremely inconvenient. Ruptured pipes were the culprit and geysers with flooding of the street were common.

In August, 2016, the Town Board approved a measure to replace the water line from Stahl Road to Millersport Highway. To date, I do not believe that project has been completed. Further investigation is necessary to avoid potential adverse environmental impacts on the community.

TRAFFIC – Petition asserts that the proposed project will not result in a substantial increase in traffic above present levels. This is simply not true. Having lived on this block of North Forest for over 23 years, I am familiar with its unique problems. North Forest to Millersport Highway is a major route to the University of Buffalo. It is also the preferred route for many cars entering the Beechwood Complex on Stahl Road. It is also the route followed by large numbers of Amherst residents seeking to access the I-290 and I-990.

This block (between Millersport and Stahl) is a two way (one lane in each direction) residential street. It experiences the full impact of traffic going ***to*** the University in the morning and returning from it in the afternoon. Depending upon the time of day, the traffic can be backed up from Stahl to Millersport or from Millersport to Stahl.

As Stahl Road is the main access point for the Beechwood Complex, and ends at North Forest, traffic is also regularly backed up on Stahl Road, at the intersection. To complicate matters further, there is a serious bend on North Forest, right at the intersection. Between cars coming down North Forest and cars turning at Stahl, living on North Forest and being the first driveway from Stahl is a serious challenge. It makes it extremely difficult to find an opening in traffic long enough to enter or exit our driveway.

The proposed project seeks a curb cut for a driveway entrance onto the site. The proposed driveway is near our joint property line. It is, therefore, even closer to the Stahl Road intersection. The project allows for 36 parking places. Potentially, that makes 36 more cars attempting the same maneuvers as we must attempt and further obstructing our ability to enter and exit. This is a problem common to each of my neighbors.

It should be noted that "traffic concerns" are not limited solely to traffic flow and traffic visibility. A multi-family residential project such as this should consider the safety of pedestrians and cyclists. Due to the proximity to the University and to the Ellicott Creek Trailway (Bike Path), this stretch of North Forest Road is used regularly by both. There are no discrete bike paths along this section, and sidewalks are limited to the opposite side of North Forest. Additionally, it is questionable whether either could be practically installed along North Forest, south of the subject site, due to the proximity to the creek and its erosion issues in that area.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

SOIL ISSUES AND DEPTH TO BEDROCK – Over the years, there have been numerous efforts by individuals to acquire and build on the subject property. It is our understanding that most of the efforts involved proposed single family residences. Despite contractual agreements to purchase, none of these efforts materialized. We assume that some were discouraged because of the existence of floodplain/floodway issues. However, some failed as a result of depth to bedrock issues. Borings have been taken on a number of occasions and the results, which are unknown to us, are rumored to be unfavorable to construction due to the depth to bedrock. It should also be noted that we learned that when Asbury Point was constructed, it was necessary to drive an extraordinary number of I-beams into the ground, in places up to 40 to 50' in depth.

It is noted that the petitioner's EAF references the depth to bedrock as being "greater than 5 feet". It also identifies the soils on 100% of the site to be "cosad loamy fine sand" and 100% of the site to be poorly drained.

In light of the afore referenced information relating to prior flooding, the prior placement of fill, and existing erosion concerns, the possibility of depth to bedrock discrepancies simply reinforces our concerns relating to the integrity of the potential structure. We believe that a complete geo-technical investigation and inspection should be required. We have heard of instances of properties collapsing, in one case into a creek, within the Town of Amherst. We have no desire to see that occur next door.

CONCLUSION:

In a perfect world, the subject site would be a small neighborhood park and a continuation of the beautiful greenspace located directly across the creek from the site. It could contain a pedestrian bridge over Ellicott Creek, accessible by the general public seeking safer access to the Bike Trail, as well as the residents of Asbury Point, who, in the past, have casually strolled on this site. Possibly, a kayak launch point could serve this site as well. My wife and I, as adjoining neighbors would welcome such alternative uses. We do not oppose this proposal on the basis of change. However, the property is privately owned and we lack the power of Eminent Domain.

Based upon the foregoing considerations, we, Joseph Hausbeck and Rosemary Blando, strongly oppose approval of the petitioner's request. As 23 year residents of the site immediately adjoining the subject site, we are of the opinion that the proposed project will result in potentially significant adverse environmental impacts upon this community. Additionally, we are firmly of the belief that the applicant has failed to provide sufficient information to establish that there will be no impacts and, at the very least, a Draft Environmental Impact Statement should be required.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Town of Amherst Planning Board

5583 Main Street

Williamsville, NY 14221

We, the undersigned, being residents of North Forest Rd. between Stahl Rd and Millersport Highway, hereby **OPPOSE** the request filed by the petitioner **Coromandel Estates Amherst, LLC**, to approve amendment # 73 of the Audubon New Community Development Plan to reclassify 2.35 acres, more or less, of land located at 2160 and 2170 North Forest Rd.

Joseph Lagumbay 2160 North Forest Rd.
Rodney Polanco 2180 North Forest Rd
Ann Beahen 2204 N. Forest Rd.
Donna J Beahen 2204 N. Forest Rd.
Ina Dennis Cummings 2220 N. Forest Rd.
Sterling Lawson 1881 N. Forest Rd
Joan Amico, 1936 North Forest, Amherst NY 14221
Steve Amico, 1936 North Forest, Amherst NY 14221

October 2020

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Town of Amherst Planning Board

5583 Main Street

Williamsville, NY 14221

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George De Rosa
2220 North Forest Road, Williamsville, N.Y. 14221
Allen Miles
25 Stahl Rd, Getzville 14068 Allen Miles
[illegible]
W.R.D. 2220 N. Forest Rd. 14221
Karen Macura 2230 N FOREST RD 14221

October 2020

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Z-2020-06
2160 & 2170 N. Forest Rd

Carrato, Amy

From: Joan Amico <jamico99@gmail.com>
Sent: Wednesday, October 14, 2020 7:15 AM
To: Carrato, Amy
Subject: Planning Board Meeting 10/15 - Amendment #73 of the Audubon New Community Development Plan.

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

My husband and I received notice of the proposed rezoning of residential property on North Forest Road and I would like to speak at the Planning Board meeting on October 15 about this rezoning.

Also, please share my comments below with the board:

This stretch of North Forest is primarily a residential area. It is not a commercial area and it should not be rezoned. It seems that over the last several years, long stretches of North Forest Road have been turned into apartment buildings and other commercial properties. Do we really need to build such structures alongside and embedded between single family homes? Would you want to live in-between commercial properties? Do we even need another apartment complex in this area?

The Town of Amherst should first and foremost make decisions that are best for the residents that live in their community. Please think about the residents, people like my husband and I, when deciding to rezone this and any property.

Kindly reply back to confirm receipt of this email.

Thank-you,

Joan and Steve Amico
1936 N Forest Rd, Williamsville, NY 14221

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

GINEERING DPC|DBA
GEOTECHNICAL
INEERING SERVICES

Z-2020-06,
2160 and 2170 N. Fores

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September 17, 2020
Project No. WB-20-105
(SJB Project No. BE-20-105)

Postwork Capital

c/o Buffalo Automation
10236 Transit Road
East Amherst, New York
14051

Attn. Mr. Thiru Vikram, CEO

Re: Geotechnical Engineering Report
Proposed Elysium Apartment Complex
2160 North Forest Road
Town of Amherst, New York

Dear Mr. Vikram:

WMA Engineering DPC, dba Empire Geotechnical Engineering Services (Empire), is pleased to submit the enclosed Geotechnical Engineering Report for the above referenced project. We have also e-mailed you an electronic copy (pdf file format) of this report, for your use and for distribution. Please contact me should you have any questions or wish to discuss this report. Thank you for considering Empire for this work and we look forward to working with you through the completion of this project.

Sincerely,

WMA Engineering DPC, dba
Empire Geotechnical Engineering Services

Thomas R. Seider, P.E.
Geotechnical Engineer

RECEIVED
OCT 07 2020
TOWN OF AMHERST
PLANNING DEPT.

Enc.: Geotechnical Engineering Report

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

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Geotechnical Engineering Report
Proposed Elysium Apartment Complex
2160 North Forest Road
Town of Amherst, New York

Prepared For:

Postwork Capital

c/o Buffalo Automation
10236 Transit Road
East Amherst, New York
14051

Prepared By:

WMA Engineering, DPC
dba Empire Geotechnical Engineering Services
5167 South Park Avenue
Hamburg, New York, 14075



9/17/20

Project No. WB-20-105
(SJB Project No. BE-20-105)
September 2020

A Woman Owned Firm

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

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APPENDIX A – SUBSURFACE EXPLORATION LOGS

Recently Completed Test Borings July 2020 (B-1 through B-5)

APPENDIX B – SUBSURFACE EXPLORATION LOGS

Previously Completed Test Borings February 2020 (B-1) June 2014 (B-1)

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APPENDIX C – GEOTECHNICAL REPORT LIMITATIONS

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

1.00 INTRODUCTION

1.10 GENERAL

This report presents the results of a subsurface exploration program completed by SJB Services, Inc. (SJB), and a geotechnical engineering evaluation completed by WMA Engineering DPC, dba Empire Geotechnical Engineering Services (Empire), for the proposed Elysium Apartment Complex, planned off of North Forest Road, within the Town of Amherst, New York. Postwork Capital retained SJB and Empire to complete this work, which was done in general accordance with SJB's June 29th, 2020 proposal, that was authorized on July 2, 2020.

SJB, our affiliated subsurface exploration company, recently completed five test borings and installed a groundwater observation well at the site. Prior to this investigation, SJB and Empire completed two separate subsurface investigations and prepared geotechnical evaluation reports for projects that were planned at the site. These included a proposed house in July 2014 and a proposed garage type structure in March 2020. The previous investigations each included one test boring along with some geotechnical laboratory testing. Neither of the two projects were constructed. It is our understanding that Postwork Capital has received approval to use the data developed during the first two investigations, to supplement the findings from the recently completed investigation.

Based on the findings from the recent investigation, and the two previous investigations, Empire has prepared this report, which summarizes the subsurface conditions encountered, and presents geotechnical recommendations for design and construction of the foundations, slab-on-grade floor, and pavement areas, as well as the associated site preparation work for the proposed project.

1.20 SITE AND PROJECT DESCRIPTION

The project site is located along the south side of North Forest Road, immediately west of its intersection with Stahl Road (street address 2160 North Forest Road) within the Town of Amherst, New York. As shown on Figure 1, Ellicott Creek forms the southern boundary of the project site, resulting in an irregular triangular shaped parcel, with about 550 feet of frontage along North Forest Road. As shown on Figure 2, the ground surface at the site slopes downward towards Ellicott Creek, with surface elevations ranging from about 583 feet to 570 feet.

Based on a cursory review of older USGS mapping (www.historicaerials.com), it appears Ellicott Creek formerly extended farther to the north than its current location. As discussed in later sections of this report, the fill soils encountered within the test borings could be related to site filling within the limits of the former creek location.

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The proposed apartment building will be located within the northwest corner of the site, beyond the floodway boundary, and where the site grades are more gradual. Based on the information provided by Silvestri Architects, PC, the apartment building will consist of a three story wood framed structure with an at-grade floor near the current site grades. Other than an elevator pit, no below grade structures are planned. Asphalt pavement driveways and parking areas are planned around the building. Figure 2 provides additional details about the proposed development.

2.00 SUBSURFACE EXPLORATIONS

2.10 JULY 2020 INVESTIGATION

The most recent subsurface exploration program included:

- 3 test borings completed within the limits of the proposed apartment building, designated as B-1 through B-3;
- 1 test boring completed within the southwest portion of the site, within a proposed terraced seating area, designated as B-4; and
- 1 test boring to the east of the proposed apartment building, within a future sports court area, designated as B-5.

The test boring locations were staked in the field by SJB, using a hand held global positioning system (GPS) instrument. The approximate test boring locations are shown on Figure 2. Survey level measurements were used to determine the approximate ground surface elevation at the test boring locations, using the rim of a catch basin frame within North Forest Road as a benchmark. The approximate benchmark location is shown on Figure 2, and has a reported elevation of 580.70 feet.

The recent test borings B-1 through B-5 were completed by SJB between July 23rd and July 27th, 2020, using a Central Mine Equipment (CME) model 550x, all-terrain tire mounted drill rig. Hollow stem auger and split spoon sampling techniques were used to advance the test borings through the overburden soils. Split spoon samples and Standard Penetration Test (SPT) were taken continuously from the ground surface to a depth of 12 feet, and in intervals of five feet or less for the remaining depth of the test borings. The split spoon samples and SPTs were completed general accordance with *ASTM D1586 – "Standard Test Method for Penetration Test and Split-Barrel Sampling of Soils"*.

Test borings B-1 through B-4 were advanced through the overburden until encountering the top of apparent bedrock, as identified by auger refusal, at depths of about 22 feet to 27.2 feet. After encountering auger refusal within test borings B-1 and B-4, 8 to 9 feet of rock coring was completed using an NQ'2' size core barrel, in accordance with *ASTM D 2113 – "Standard Practice for Rock Core Drilling and Sampling of Rock for Site Investigation"*. Test boring B-5 was completed to a depth of 15 feet.

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A Geologist prepared the test boring logs based on visual observations of the recovered soil and rock core samples and a review of the driller's field notes. The soil samples were described based on a visual/manual estimation of the grain size distribution, along with characteristics such as color, relative density, consistency, moisture, etc. The rock cores were also described, including characteristics such as color, rock type, hardness, weathering, bedding thickness, core recovery and rock quality designation (RQD). The test boring logs for the recently completed test borings B-1 through B-5 are presented in Appendix A, along with general information and a key of terms and symbols used to prepare the logs.

A groundwater monitoring well was installed within completed test boring B-2. The well consists of two inch diameter PVC screen and riser pipe, extending from the bottom of the test boring to above the ground surface. The sand pack extends from the bottom of the test boring up to a depth of about 14 feet. A bentonite chip seal was installed above the sand pack, with the remainder of the test boring backfilled with soil cuttings. Additional details regarding the construction of the well are shown on the Monitoring Well Completion Record, included in Appendix A, following test boring log B-2.

2.20 PREVIOUS INVESTIGATIONS

As noted, two previous investigations were completed at the site by SJB and Empire, each including one test boring along with some geotechnical laboratory testing. Test boring B-1 completed in June 2014 was drilled within the limits of the proposed apartment building. Test boring B-1 completed in February 2020 was completed within the southwest corner of the site. The approximate location of these test borings are shown on Figure 2. The test boring logs from the previous investigations, with updated ground surface elevations, are included in Appendix B. Additional information regarding the previous investigations is included in: Empire's July 11, 2014 Subsurface Exploration and Geotechnical Evaluation Report, along with the August 15, 2014 Follow-Up Information letter; and the March 14, 2020 Subsurface Exploration and Geotechnical Evaluation Report.

3.00 SUBSURFACE CONDITIONS

3.10 GENERAL

The subsurface conditions described in the following sections are based on the recently completed test borings B-1 through B-5, and previously completed test borings from 2014 and early 2020. Beneath the topsoil, fill type soils were encountered which extended to depths of about 4 feet to 10 feet. Beneath the fill, the upper indigenous soils consisted of silty clay soils, often containing intermixed organics, which extended to depths of about 18 to 20 feet. The remaining soils consisted of compact to very compact gravels and sands, which extended to the top of Shale bedrock at depths of about 25 to 28 feet. The soil and bedrock stratigraphy encountered along with the groundwater conditions observed are described in more detail below and on the test boring logs in Appendix A and Appendix B.

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3.20 FILL SOILS

Beneath the topsoil, fill type soils were encountered which extended to depths of about 4 to 10 feet. It should be expected that the depth of the fill will vary between and away from the exploration locations, and will be dependent on the original site topography and former limits of Ellicott Creek, prior to site filling and grading. As noted, based on a review of older USGS mapping, it appears Ellicott Creek formerly extended farther to the north than its current location.

The fill soils generally consisted of a reworked mixture of silty clays and sands with varying amounts of gravel and trace to little amounts of organics. Exceptions include: a layer of organic clayey silts encountered from about 4 to 6 feet within the 2014 test boring B-1; a zone of concrete fragments and soils observed within the upper four feet at test boring B-2; and a zone of asphalt fragments and soils observed from about 2 feet to 6 feet within test boring B-5. Trace amounts of glass, slag, concrete, organics, and asphalt were often observed within the fill soils. The Standard Penetration Test (SPT) "N" values obtained within the fill soils ranged from of 5 to "sample spoon refusal" (i.e. more than 50 blows required to advance the sample spoon with six inches or less of penetration). The variable nature of the fill soils, along with the variable relative density/consistency as determined from the SPT "N" values, indicate the fill soils were likely installed in an uncontrolled, non-engineered manner.

3.30 INDIGENOUS SOILS

Beneath the fill soils, and extending to depths of about 18 to 20 feet, the upper indigenous soils consisted of a mixture of silty clays and sands, often containing trace to little amounts of organics. Exception include the 15 to 17 feet deep sample from test boring B-2 which consisted predominately of organics. The silty clays and sands with organic are classified as CL, SC-SM, and OL-CL group soils using the Unified Soil Classification System (USCS). These upper indigenous soils appear to be alluvial deposited soils from Ellicott Creek. The SPT "N" values obtained within these soils ranged from "weight of hammer" (i.e. only the weight of the hammer and rods required to advance the sample spoon) to 8, indicating these soils have a "very soft" to "medium" consistency. Laboratory testing from the first two investigations indicate these soils, at depths shallower than about 12 to 14 feet, had a medium to high plasticity, a moisture content ranging from about 40% to 55%, and an organic content of about 5% to 8%.

Beneath a depth of about 18 to 20 feet, and extending to the top of bedrock at about 25 to 28 feet, the remaining indigenous soils consisted of a mixture of gravels and sands with little to some amounts of silts and clays. These soils are classified as GC-GM and SM group soils using the USCS. The SPT "N" values obtained within these deeper soils ranged from 40 to "sample spoon refusal", indicting the deeper soils have a "compact" to "very compact" relative density.

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3.40 BEDROCK

Recently completed test borings B-1 through B-4, along with test boring B-1 from 2014 and test boring B-1 from early 2020 were drilled through the overburden soils until encountering the top of apparent bedrock, as identified by auger refusal conditions. Following auger refusal within recently completed test borings B-1 and B-4, 8 feet, and 9 feet of rock coring was completed, respectively. The following table summarizes the depth and elevation where the top of bedrock was encountered, as identified by rock coring (C) or auger refusal (AR). At test boring B-4, rock coring was started at 22.0 feet. However, the upper portion of the recovered core consisted of soil, with the top of shale rock starting at a depth of about 24.4 feet.

Approximate Depth and Elevation of Top of Bedrock

Test Boring	Approximate Ground Surface Elevation (feet)	Depth / Elevation of Top of Bedrock (feet)
B-1	582.3	25.2 / 557.1 (C)
B-2	581.1	26.0 / 555.1 (AR)
B-3	579.5	26.5 / 553.0 (AR)
B-4	578.1	24.4 / 553.7 (C)
B-1 (2014)	581 +/-	26.0 / 555.0 (AR)
B-1 (Feb. 2020)	580.0	27.7 / 552.3 (AR)

The bedrock recovered from test borings B-1 and B-4 consisted of brown, medium hard, sound, laminated to thickly bedded, Shale bedrock. The core recoveries ranged from 66% to 100%. The rock quality designation (RQD) values for the first core runs were 21% and 47%, indicating the near surface bedrock has a "very poor" to "poor" rock mass quality. The RQD values for the second core runs were 81% and 85%, indicating the deeper bedrock has a "good" rock mass quality.

3.50 GROUNDWATER

Based on the information summarized below, a general groundwater condition at the time of our investigation appears to exist near a depth of about 10 to 11 feet, or approximate elevation 570 to 571 feet, which is near the water level within Ellicott Creek.

Water level measurements were made in the test borings following the completion of overburden drilling and sampling, and are presented on the test boring logs in Appendix A and Appendix B. At test boring B-3, the depth to water was about 21.5 feet below the ground surface. Within the remaining test borings, no water was observed. Based on the water levels measured within the observation well, as described below, it appears that

groundwater did not have sufficient time to fully accumulate and stabilize in the test holes within the time that had elapsed from the completion of drilling operations and the time of the measurements.

A groundwater observation well was installed within completed test boring B-2. SJB visited the site on August 6th, 2020, at which time the depth to water within the well was about 10.0 feet below the ground surface, correlating to approximate elevation 571 feet. Following the initial measurement, about 5 gallons of water was removed from the well, lowering the water level. SJB returned to the site on September 15th, 2020, at which time the depth to water within the well was about 11.1 feet below the surface, correlating to approximate elevation 570 feet. These depths generally correspond to the depths where the collected soil samples were described as "moist to wet" or "wet".

Some of the shallower samples of fill soils within test borings B-1 and B-5, along with some shallower samples of sandier indigenous soils within test boring B-3 were described as "moist to wet". These conditions could be representative of some perched or trapped groundwater within the more granular or looser fill and indigenous soils, which overlie less permeable indigenous soils. Perched groundwater conditions can be more prevalent following heavy or extended periods of precipitation and during seasonally wet periods. It should be expected that both permanent and perched groundwater conditions could vary with location and with changes in soil conditions, precipitation, seasonal conditions, and fluctuations of the water level within Ellicott Creek.

4.00 GEOTECHNICAL RECOMMENDATIONS

4.10 GENERAL CONSIDERATIONS AND RECOMMENDATIONS

The following general geotechnical considerations and recommendations are provided to assist with planning for the design and construction of the proposed apartment complex. More detailed recommendations are presented in the subsequent sections of this report.

1. Design and construction of the proposed building will be primarily impacted by: the fill soils that extend to depths of 4 to 10 feet; the underlying soft silty clay indigenous soils which also contain organics; and the apparent perched groundwater condition within some of the fill soils and shallower indigenous soils.

2. The fill soils and the underlying silty clay and organic indigenous soils are not suitable for supporting the proposed apartment building using a conventional shallow spread foundation design. These soils are highly compressible and can also subside with time due to decomposition of the organics, resulting in excessive amounts of settlement beneath spread foundations. In addition, the softer silty clay soils are considered marginal for support of spread foundations.

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3. Considering the issues associated with spread foundations, a deep foundation system is recommended for use at this site, which will transfer the building loads through the fill and softer indigenous soils and into the "compact" to "very compact" indigenous soils, first encountered about 18 to 20 feet below the surface. Suitable deep foundation options include: driven pipe piles; helical piles; and drilled, cast-in-place pier foundations (i.e. caissons or drilled shafts).

4. The deep foundation support options will generally eliminate the settlement risks discussed above for spread foundations. However, settlement risks will still remain with regard to the ground level floor, if designed as a conventional slab-on-grade. In order to eliminate all risks associated with a ground level floor constructed over the fill soils and softer indigenous / organic soils, the floor should be constructed as a structural floor supported by a deep foundation system. We understand, however, it may not be economically practical to use a structural floor slab.

   The Owner, therefore, could consider an approach of removing a portion of the existing fill and provide some additional Subbase Stone, along with a heavy duty stabilization geotextile and geo-grid reinforcement beneath the slab-on-grade construction. This will provide for a stiffer subgrade and reduce some of the differential settlement effects, if it were to occur. There are some uncertainties with this approach, such as the potential for some long-term differential settlement, resulting from unidentified zones of unsuitable fill soils or buried organics.

   If the Owner is willing accept these risks, then we would recommend the following be implemented as minimum requirements for constructing the slab-on-grade over the existing fill soils.

   - The existing fill subgrades should be thoroughly compacted and properly proof rolled, evaluated, and prepared in accordance with our recommendations provided in Section 4.90.6.
   - Any deleterious materials, such as organics, very soft soils, construction debris, etc., which are present within the fill soils at the bottom of the subgrade excavation, should be further undercut, removed, and replaced with additional Subbase Stone.
   - The slab-on-grade floor should be constructed over a minimum 24-inch thick layer of compacted Subbase Stone / Structural Fill, that is separated from the fill soils with a suitable stabilization/separation geotextile. The Structural Fill layer should also be reinforced with two separate layers of geo-grid.
   - Additional steel reinforcing within the floor slab should be considered to help further bridge and reduce the risks of any differential subsidence effects, should they occur.

5. The installation of new fill, necessary to raise the site grades within the proposed building will result in some settlement within the fill soils and softer zones of indigenous soils, which could induce some drown drag forces on the deep foundations. Accordingly, the amount of new fill installation should be limited and be completed at least 2 to 3 months prior to the installation of the deep foundations.

6. Excavations to construct the pile caps and elevator pit could encounter some perched groundwater. Appropriate dewatering measures should be implemented to allow for construction to proceed in the dry. Undercutting the subgrade soils by about 12 to 18 inches and replacing them with Structural Fill should be considered, to provide a firm and stable working surface for construction of the pile caps, grade beams, and elevator pit.

7. Based on the subsurface conditions encountered, the site can be classified as Seismic Site Class "D" in accordance with the criteria in the New York State Building Code.

4.20 DRIVEN PIPE PILES

A driven, closed end pipe pile, is recommended for use at the site due to its lager end bearing area, compared to an H-pile. The steel pipe pile should have a yield strength of at least 50 ksi, and should have a minimum wall thickness of 0.25 inches. A steel cap plate should be used to close the end of the pile. The perimeter of the cap plate should be flush with the outer surface of the pipe pile. Driving the pipe piles open ended is not recommended. Following driving and acceptance, the pipe pile should be filled with concrete or be capped, as determined by the Structural Engineer.

The pile foundations should be driven to practical refusal, into the "compact" to "very compact" gravel and sand soils, first encountered about 18 to 20 feet below the surface. A pipe pile driven to practical refusal can be designed for an allowable axial capacity equal to 25% of the pile yield strength or 12.5 kips per square inch (ksi), whichever is less, times the cross sectional area of the pile.

Based on the above design criteria, an 8.625 inch diameter pipe pile section (Grade 50 steel), with a wall thickness of 0.25 inches and a cross sectional area of 6.6 in^2, would provide an allowable axial compressive capacity of about 41 tons per pile. The pile, however, should be driven and tested for an ultimate capacity of 82 tons. The ultimate test capacity assumes a Factor of Safety of 2.0, as required by the Building Code of New York State.

Other pipe pile sections could also be used, based on current product availability, to obtain different allowable axial capacities, provided the same design criteria as outlined above is used.

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Pile foundations driven to practical refusal within the "compact" to "very compact" gravel and sand soils, are expected to undergo insignificant total settlement, when designed and constructed in accordance with our recommendations. Driven piles should be spaced a minimum of 3 pile widths apart, or three feet, whichever is greater. At this spacing, no group reduction factor is considered necessary. All exterior pile caps and grade beams for driven pile foundations should be embedded a minimum of 4 feet below final exterior grades for frost protection.

At least 3 random piles should be dynamically tested to confirm that the pile capacity has been obtained with an adequate factor of safety (i.e. Factor of Safety of 2.0 or greater as required by the Building Code of New York State).

It is possible that obstructions could be encountered within the fill soils. Such obstructions will hinder and impact the installation of the driven piles, and therefore should be anticipated and addressed as appropriate by the pile driving contractor. Accordingly, some pre-excavation and removal of these materials may be necessary for the proper installation of the piles.

4.30 HELICAL PILES

Helical piles, often referred to as "screw piles", bearing within the "compact" to "very compact" gravel and sand soils, first encountered about 18 to 20 feet below the surface, can be used for supporting the proposed building. Helical piles consist of a steel plate formed into the shape of a helix (one pitch of a screw thread) attached to a steel shaft. Installation is accomplished by applying torque to the shaft and screwing the pile into the soil. During the installation, the torque is measured as a correlation to the design capacity.

We recommend a performance specification for the helical piles be developed (i.e. required compressive and uplift capacities). The helical pile installation contractor can then provide a suitable design and installation procedure. Variables will include the diameter of the helical plate, the use of multiple plates, embedment length, number of piles, grouting or no grouting, etc. A New York registered Professional Engineer should prepare the helical pile design.

Preliminarily, helical piles designed to bear at a depth of about 20 feet, can be designed based on an allowable end bearing capacity of 15 kips per square foot (psf). Accordingly, a 14 inch diameter helix (end area of 1.07 square feet) would be expected to develop an allowable axial capacity of about 16 kips per pile. The actual design, however, should be completed by the contractor based on the performance specification developed for the project. Exterior grade beams and pile caps should be embedded a minimum of 4 feet for frost protection.

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Due to the potential for the accumulation of perched or trapped groundwater within the fill soils, and the potential flooding events, we recommend the design groundwater elevation be assumed to exist at the ground surface.

At least one load test should be completed for each helical pile type to confirm the design capacity has been obtained with an adequate factor of safety (i.e. Factor of Safety of 2.0 or greater). The load test data should be correlated to the installation torque to provide acceptance criteria for the production piles. Based on the testing results, the actual production helical pile lengths may vary and therefore such contingencies should be planned for in the installation contracts.

4.40 DRILLED PIERS

Drilled pier foundations, if used, should bear within the "compact" to "very compact" gravel and sand soils, first encountered about 18 to 20 feet below the surface. We recommend the drilled piers bear at least 2 to 3 feet into the gravel and sand soils. Therefore, the drilled piers should bear at an elevation of about 559 to 560 feet, in order to develop adequate end bearing capacity. All drilled pier foundation construction should be monitored by qualified geotechnical personnel, to ensure the drilled piers are bearing on suitable indigenous soil bearing subgrades.

The drilled pier foundations can be sized based on a maximum net allowable end bearing capacity of 15 kips per square foot. In all cases, a minimum pier diameter of 30 inches is recommended. The piers will need to be sized based on the actual column and wall loads as determined by the designer.

Drilled piers should be spaced no closer than 3 pier diameters, center to center. Exterior grade beams and pier caps for a drilled pier foundation system should be embedded a minimum of 4 feet for frost protection. It is estimated that drilled pier foundations sized and properly constructed in accordance with our recommendations above will undergo a total settlement of less than ½ inch.

4.50 ELEVATOR PIT

As noted, a general groundwater condition is expected near elevation 570 feet to 571 feet, or about 10 to 11 feet below the existing surface. However, due to the potential for the accumulation of perched or trapped groundwater within the fill soils, and the potential flooding events, we recommend the groundwater conditions be assumed to exist at the ground surface. Accordingly, the below grade elevator pit walls, should be constructed with perimeter foundation drains to intercept any groundwater that may tend to collect against the walls, and the walls should be properly damp proofed. As an alternative, the walls could be designed to resist full hydrostatic pressures acting on the structure walls and bottom slab, and be designed as a fully waterproofed structure.

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The elevator pit walls should be designed to resist "at rest" lateral earth pressures generated by the earth backfill and any temporary or permanent surcharge loads, based on the soil parameters below. These parameters are based on the wall backfill consisting of Structural Fill, as described in Appendix C. In addition, perimeter exterior foundation drains should be incorporated in the design where the walls are designed for relieved hydrostatic pressures (i.e. drained conditions).

Where a foundation drainage system is not used, the walls should be designed to resist the hydrostatic pressures as well as the lateral earth pressures acting the walls. In this case, the lateral earth pressure should be computed based on a submerged soil unit weight. In addition, the floor / bottom slab must be designed to resist the hydrostatic uplift pressure acting on it, and the depressed structure should also be fully water proofed.

Recommended Soil Parameters for Elevator Pit Wall Design

- Coefficient of "At-Rest" Lateral Earth Pressure – 0.47
- Angle of Internal Friction – 32 Degrees
- Moist Unit Weight of Soil – 140 pcf
- Submerged or Buoyant Unit Weight of Soil – 80 pcf
- Surcharge Load Lateral Coefficient – 0.50

4.60 SLAB-ON-GRADE FLOOR

4.60.1 Floor Slab with Thickened Subbase

As discussed in Section 4.10, the ground level floor can be constructed as a slab-on-grade over the existing fill soils, provided the Owner is willing to accept the risks associated with this option. These risks include the potential for some on-going, long-term settlement, and unpredictable differential settlement, because of the variable composition and density of the fill, and potentially other undetected areas of unsuitable fill soils (i.e. organics, wood, etc.).

The existing fill soil subgrades should be thoroughly compacted and properly prepared and evaluated in accordance with our recommendations in Section 4.906 prior to placement of the geotextile and Subbase Stone material. A minimum of 24 inches of Subbase Stone should be placed beneath the slab-on-grade floor. A suitable stabilization/separation geotextile, such as Mirafi 600X, should be placed over the prepared subgrades and a geo-grid reinforcement such as a TriAx TX160, should be placed over the geotextile, prior to installation of the first lift of Subbase Stone. An additional layer of geo-grid should be installed after the first 12-inches of Structural Fill has been installed.

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The slab-on-grade floors can be designed using a modulus of subgrade reaction of 200 pounds per cubic inch at the top of the 24 inches of Subbase Stone. Additional steel reinforcing within the floor slab should be considered to help further bridge and reduce the risks of any differential subsidence effects, should they occur.

It is understood the finished floor grade will be established above the surrounding exterior grades. Therefore, the use of a moisture barrier does not appear warranted, unless otherwise recommended by the finished flooring manufacturer. It is recommended that the slab-on-grade be constructed such that it floats on the subbase and subgrades, and is not structurally connected to or resting directly on, perimeter walls or column footings, in order to limit differential settlement effects, unless the slab / wall or column interface is designed with sufficient reinforcement to bridge potential differential settlement effects at these interfaces.

4.60.2 Structural Floor Slab

As discussed in Section 4.10, the floor system could also be designed as a structural slab supported by the selected deep foundation system. Although potentially more costly, a structural floor slab will negate the settlement risks associated with constructing the floor over the fill soils.

If the floor is structurally supported, it is recommended a minimum of 6 inches Subbase Stone material be placed beneath the structural slab to provide a suitable working surface to construct the slab. It is understood the finished floor grade will be established above the surrounding exterior grades. Therefore, the use of a moisture barrier does not appear warranted, unless otherwise recommended by the finished flooring manufacturer.

We note that the above subbase stone thickness is not adequate for carrying construction vehicle loads. Therefore, it may be desirable for the Contractor to temporarily increase the Subbase Stone thickness within the building pad area to provide a suitable working surface to stage the construction, carry construction vehicle loads and protect the underlying subgrades. This will be particularly important if construction proceeds during seasonally wet periods. The additional subbase stone material could then be removed and re-graded in preparation for the actual floor construction and re-used as foundation backfill, pavement subbase, or as otherwise determined appropriate.

4.70 SEISMIC DESIGN CONSIDERATIONS

Based on the subsurface conditions encountered in the test borings, the project site can be classified as Seismic Site Class "D" in accordance with ASCE 7-16, Table 20.3-1, as referenced in the 2020 Building Code of New York State. Therefore, seismic design can be based on this seismic site classification.

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The spectral response accelerations at the project site were obtained by Empire using the SEAOC / OSHPD web site application https://seismicmaps.org/. Using the site location, the spectral response accelerations are 0.170g for the short period (0.2 second) response (S_S) and 0.045g for the one second response (S_1). For design purposes, these spectral response accelerations must be adjusted for the Seismic Site Class "D" soil profile determined for the project site.

Accordingly, the adjusted spectral response accelerations for Site Class "D" are as follows:

- Short Period Response (S_{MS}) - 0.272g
- 1 Second Period Response (S_{M1}) - 0.109g

The corresponding five percent damped design spectral response accelerations (S_{DS} and S_{D1}) are as follows:

- S_{DS} - 0.181g
- S_{D1} - 0.072g

4.80 PAVEMENT DESIGN AND CONSTRUCTION

4.80.1 Pavement Design

Pavement construction should include: removal of the existing topsoil and organic soils; excavation of the subgrade soils as necessary to establish the pavement profile grade; preparation of the exposed subgrades (i.e. drying, compaction and proof-rolling); installation of subgrade fill (i.e. Suitable Granular Fill), if necessary to raise site grades; and placement of the geotextile, pavement subbase course, and asphalt pavement.

Pavement design recommendations are provided for a Medium Duty Asphalt Concrete Pavement section. The pavement section recommended assumes that the subgrades will be prepared as described in Section 4.90.6.

Medium Duty Asphalt Concrete Pavement

- 1.5 inches - Top Course
- 3.0 inches - Binder Course
- 12 to 15 inches - Subbase Course*
- Geotextile

*It is recommended the subbase course thickness be increased to 15 inches in the entrance / exit areas, which will be subject to more frequent and heavier loads. Also, it may be necessary to increase the subbase thickness in some areas to improve subgrade conditions and to promote drainage to underdrains, as discussed below.

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Materials for the above pavement structure components should consist of the following:

A. Asphalt Concrete Top Course - NYSDOT Standard Specifications, Hot Mix Asphalt, 9.5 F3 Top Course.

B. Asphalt Concrete Binder Course - NYSDOT Standard Specifications, Hot Mix Asphalt, 19 F9 Binder Course.

C. Subbase Course – Should comply with NYSDOT Standard Specifications, Item No. 304.12 - Type 2 Subbase, as described in Appendix C.

D. Geotextile - Woven polypropylene stabilization/separation geotextile (i.e., Mirafi 600X or approved suitable equivalent).

4.80.2 Pavement Drainage

The installation of underdrains or edge drains are recommended to drain the pavement subbase course within any low points, in order to limit the potential for frost action and improve pavement structure performance and design life. Alternatively, the pavement subbase course can also be allowed to daylight/drain to an adjacent perimeter drainage swale. This could be accomplished by raising the pavement grade. Drainage of the pavement subgrades can be achieved by grading the subgrade to a slope of at least 2 percent to allow drainage to the underdrains or drainage swale.

Underdrains, if used, should include a geotextile (i.e. Mirafi 160N or suitable equivalent), selected considering drainage and filtration, installed around drainage stone surrounding a slotted or perforated drain pipe. The drainage stone should be sized in accordance with the pipe slotting or perforations. A crushed aggregate (½-inch washed gravel or stone) is generally acceptable for slotted underdrain pipe. The underdrain pipes should be set in the bottom of the subbase layer, or preferably below the top of the soil subgrade elevation. The drainage stone and surrounding geotextile should extend above the underdrain pipe and into the subbase layer. Underdrain pipes should be connected to the site storm water drainage system.

4.80.3 Pavement Construction

Placement of the pavement Subbase course can proceed, following proper subgrade preparation and subgrade filling. Installation of adjacent geotextile panels should have minimum overlap of 12 to 18 inches. The Subbase Stone should be placed and compacted in accordance with the recommendations in Appendix C. Construction of the Asphalt Concrete Pavement should be performed in accordance with NYSDOT Standard Specification Section 400. The Binder and Top Course compaction / evaluation should comply with NYSDOT Standard Specifications – 80 Series Compaction procedures, as a minimum, or as otherwise required by the jurisdictional agency. In addition, placement of asphalt concrete courses should not be permitted on wet or snow covered surfaces or when the subgrade surface is less than 40° F.

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4.90 SITE PREPARATION AND CONSTRUCTION

4.90.1 Construction Dewatering

Construction dewatering will be required for surface water control and for excavations which encounter groundwater conditions. A general groundwater condition is expected near the water level within Ellicott Creek, which will not likely be encountered within the relatively shallow pile cap excavations, but will be encountered within any drilled pier excavations. As noted, there appears to be some shallower zones of perched or trapped groundwater within some of the fill soils and shallower zones of sandier indigenous soils, which could be encountered within the pile cap excavations, or excavations to construct the elevator pit.

Water should be diverted away from the work areas and should be prevented from accumulating on exposed subgrades. Exposed soil subgrades will be susceptible to strength degradation in the presence of excess moisture. It is anticipated that diversion berms and proper site grading will be sufficient to control surface water.

Groundwater conditions, when encountered, should be depressed at least 1 to 2 feet below the excavation bottom. It is anticipated that sump and pump methods of dewatering will be sufficient to control perched groundwater conditions, should it be encountered within the fill soils or sandier indigenous soils. Surface water and groundwater dewatering plans should include implementation of measures to control erosion, sedimentation and the migration of soil fines.

4.90.2 Driven Pile Construction and Testing

The pipe piles should be driven using a hammer producing a suitable energy to obtain the desired ultimate capacity, yet not overstress the pile. Pile stresses should not exceed 85% of the pile yield stress. The appropriate hammer and driving criteria should be determined by the pile installation contractor through the use of the wave equation, based on the actual pile hammer and cushions that will be used for the project. If the wave equation analysis indicates that the pile may be overstressed during driving then the contractor should select an alternate hammer/cushion arrangement, which will not overstress the pile.

At least three random piles, across the limits of the site, should be dynamically tested in accordance with *ASTM D 4945 – Standard Test Method for High Strain Dynamic Testing of Piles* to confirm the driving criteria and to evaluate that the allowable pile capacity has been obtained with an adequate factor of safety (i.e. Factor of Safety of 2.0 or greater). The dynamic testing should be performed prior to installation of the production piles. The test piles may be used as production piles provided the test data is acceptable. The results of the dynamic testing should include an evaluation to simulate static load testing.

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The wave equation results, pile installation records and the results of the dynamic testing should be evaluated to confirm the design capacity and to possibly refine the driving criteria and pile lengths if determined necessary. It should be understood that the pile capacity provided was estimated using conventional static analyses based on engineering interpretation of the conditions disclosed by the test borings. Variations in soil conditions may occur, which can impact the actual pile installation requirements. Therefore, it is recommended that the contract documents contain provisions to make adjustments in the actual pile lengths required, should the installation conditions and field testing dictate such changes.

A qualified individual should observe all pile driving and should prepare an individual pile driving report for each pile installed. The report should include, pile number and location, hammer and cushion types, pile size and material, installed length, blows per foot, unusual conditions encountered during driving, top of pile elevation following driving and notes on any necessary re-striking.

Installed piles should be monitored for potential heaving during installation of adjacent piles. Any piles which heave should be re-driven and reseated as appropriate. Plumbness of the piles should be maintained within 1% of the total length. Any misaligned or damaged piles should be replaced. Following driving the inside of the pipe pile should be inspected, before concreting or capping, to assure that no damage occurred during driving. Any damaged piles should be removed and replaced.

4.90.3 Helical Pile Construction

Helical piles should be installed by a qualified and experienced contractor. The helical piles should be installed in a smooth continuous manner, with sufficient pressure to advance the helical piles. Alignment of the helical piles should be maintained within 1% of the total length. At least one load test should be completed to determine the helical pile capacity has been obtained with an adequate factor of safety (i.e. Factor of Safety of 2.0 or greater).

A correlation, using the torque during installation and the load testing data should be used to confirm subsequent helical piles are installed to two times the allowable design load. A qualified individual should observe the helical pile installation and prepare a report summarizing the installation process, load testing results, torque during installation, length of pile, etc.

4.90.4 Drilled Pier Foundation Construction

The drilled pier foundation construction is expected to encounter groundwater conditions near a depth of about 10 feet. Shallower zones of perched groundwater within the fill soils could also be encountered. Dewatering should be implemented as necessary to lower the groundwater within the drilled pier excavation casing in order to observe the pier excavation bottom and evaluate the bearing subgrade surface, and to allow construction in-the-dry.

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Alternatively, procedures for constructing the drilled piers below the groundwater elevation, can be implemented. However, there is less control during construction in-the-wet, and therefore, there may be greater risk associated with this construction procedure. If this method is used, the hole must be stabilized and the concrete must be placed in a manner that displaces slurry/water from the hole, such as a tremie method. It is recommended that the drilled piers be constructed only by a Contractor, who is qualified and experienced in such construction methods. In both cases the installation of temporary casing during drilling will be necessary to prevent the sloughing of the softer fill soils and indigenous soils into the excavations.

Initially, the excavation should extend to the proposed bearing grade. Loose soil should be removed from the bearing surface. The final bearing surface should be level or near level. Plumbness of the pier should be maintained within 1% of the total length. Casing removal during concrete placement should proceed in a manner that prevents or reduces to the extent possible, surrounding soil and water from protruding into the space that will be occupied by concrete. Qualified and experienced geotechnical personnel should monitor the drilled pier construction.

4.90.5 Excavation for Grade Beams and Pile Caps

Excavation for the pile caps and grade beams should be performed using a method, which reduces disturbance to the subgrade soils, such as a backhoe equipped with a smooth blade bucket. As noted, consideration should be given to undercutting the subgrade soils by about 12 to 18 inches and replacing them with Structural Fill, as described in Appendix C, to provide a firm and stable working surface.

Subgrades should be protected from precipitation and surface water. Water should not be allowed to accumulate on the soil subgrades and the subgrades should not be allowed to freeze, either prior to or after construction of foundations. If subgrades are not protected and degrade, they must be undercut/removed accordingly.

Excavations should be backfilled as soon as possible and prior to construction of the superstructure. It is recommended that the excavations be backfilled with a Structural Fill, as described in Appendix C.

4.90.6 Subgrade Preparation for Slab-on-Grade and Pavement Areas

The site preparation work should be performed during seasonally dry periods to minimize potential degradation of the subgrade soils and undercuts which may be required to establish a stable base for construction. It should be understood that the silty clay fill soils encountered at the site are sensitive and can degrade and lose strength when they are wet and disturbed by construction equipment traffic. Accordingly, efforts should be made to

maintain the subgrades in a dry and stable condition at all times, and minimize construction traffic directly over these soils. These efforts could include:

- Installation of drainage swales and underdrains (i.e. "French drains") to intercept and divert surface runoff and groundwater away from the construction areas;
- Proper grading and sloping of the subgrade and "sealing" of the surface with a smooth drum roller, at the end of each day or when rain is anticipated to promote runoff; and
- Restricting construction equipment traffic from traveling directly over the subgrade surfaces, especially when they are wet. Any subgrades, which become damaged, rutted or unstable should be undercut and repaired as necessary prior to placement of the overlying fill courses.

Existing trees, stumps, vegetation, topsoil, organic soils, soft or loose soils, and any other deleterious materials within the proposed slab-on-grade and pavement areas should be removed. Following stripping of the surface materials and any required excavation to the proposed subgrades, the exposed subgrades should be allowed to dry, as necessary, and then be thoroughly compacted/densified and then proof-rolled.

The subgrade compaction and proof-rolling should be performed prior to any required fill placement, using a vibratory smooth drum roller weighing at least 10 tons. The roller should be operated in the vibratory mode for compacting the subgrades and in the static mode for proof rolling. The roller should complete at least four passes over the exposed subgrades for the compaction/densification operation and at least two passes for the proof rolling evaluation.

The subgrade compaction and proof-rolling should be done under the guidance of, and observed by, a representative of Empire. Any areas, which appear wet, loose, soft, unstable or otherwise unsuitable, should be undercut. Over excavation, which may be required as the result of the proof-rolling, should be performed based on evaluation of the conditions by Empire. Resulting over-excavations should be backfilled with controlled Structural Fill. The placement of an initial lift of oversized stone fill material (i.e. "surge stone", "shot rock", etc.) encased in stabilization geotextile top and bottom, may be necessary in some cases to help stabilize the subgrades.

During construction, the Contractor should take precautions to limit construction traffic over the soil subgrades. Any subgrades, including existing soil subgrades or fill subgrades, which become damaged, rutted or unstable should be undercut and repaired as necessary prior to placement of the Subbase Stone.

Suitable Granular Fill, as described in Appendix C, can be used to raise the site grades beneath the Subbase Stone course for the slab-on-grade and pavement construction. The use of the on-site soils to raise site grades is not recommended as it is expected to be more difficult to obtain acceptable compaction and maintain stable fill subgrades (i.e. free of rutting and pumping conditions), due to its inherent finer grained composition and organic

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content. Placement of subgrade fill (Suitable Granular Fill), to raise site grades, should be observed and tested by a construction materials testing company. It is recommended that utility trenches located within pavement areas be backfilled with controlled Structural Fill.

5.00 CONCLUDING REMARKS

This report was prepared to assist in the design and construction of the proposed Elysium Apartment Complex, planned at 2160 North Forest Road, within the Town of Amherst, New York. The report has been prepared for the exclusive use of Postwork Capital, Buffalo Automation, Silvestri Architects, PC, and other members of the project design team, for specific application to this site and this project only.

The site information and recommendations were prepared based on Empire's understanding of the proposed project, as described herein, and through the application of generally accepted soils and foundation engineering practices. Empire should be consulted with any questions regarding the interpretation of the findings of our work, and/or the geotechnical considerations and recommendations presented. In addition, the recommendations presented are provided as guidance to the designer and should not be considered a project specification. No warranties, expressed or implied are made by the conclusions, opinions, recommendations or services provided.

Empire should be informed of any changes to the planned project so that it may be determined if any modifications to the information presented in this report are necessary. Empire and / or its designated representative should also be retained to review final plans and specifications and to monitor the foundation and site work construction to verify that the recommendations were properly interpreted and implemented.

Additional information regarding the use and interpretation of this report is presented in Appendix D.

Respectfully Submitted:

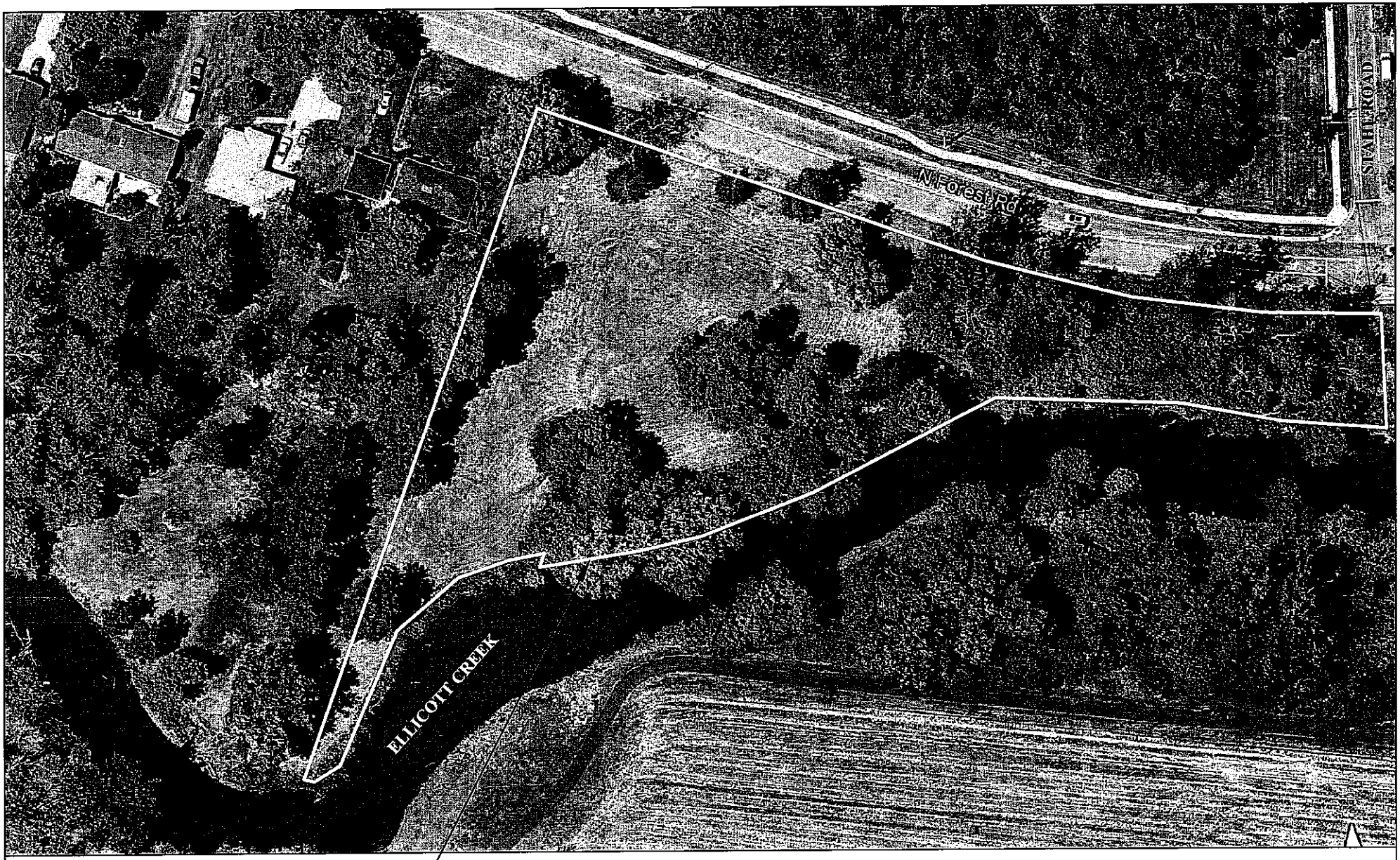
WMA Engineering DPC
dba Empire Geotechnical Engineering Services

Thomas R. Seider, P.E.
Senior Geotechnical Engineer

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FIGURES



APPROXIMATE SITE LOCATION

N

WMA ENGINEERING DPC|DBA
EMPIRE GEOTECHNICAL
ENGINEERING SERVICES

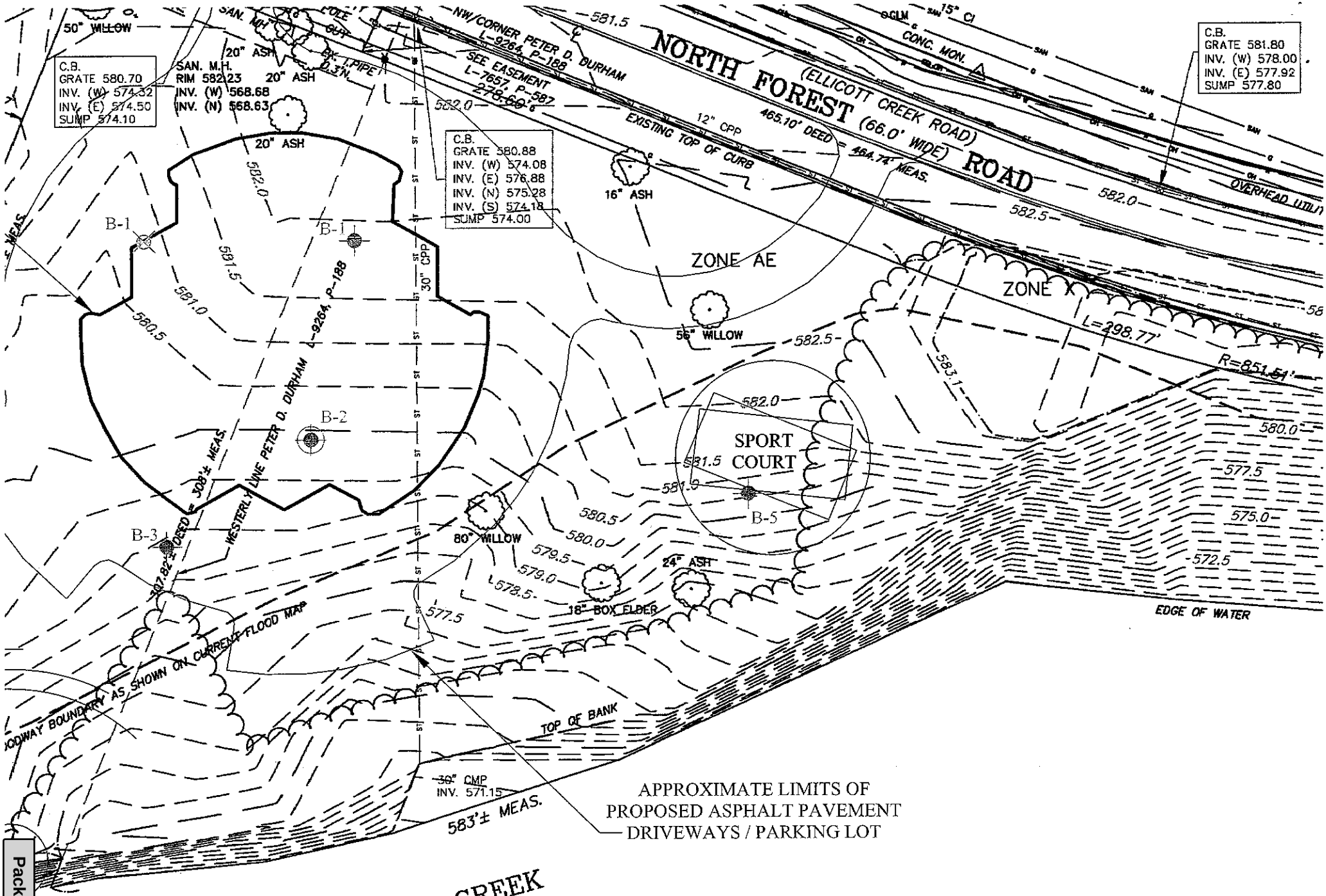
PROPOSED ELYSIUM APARTMENT COMPLEX
2160 NORTH FOREST ROAD
TOWN OF AMHERST, NEW YORK

DR BY: WMA	SCALE: NTS	PROJECT NO.: WB-20-105

NOTE:

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NOTE:

B-1 INDICATES APPROXIMATE LOCATION AND DESIGNATION OF TEST BORING

FIGURE DEVELOPED FROM JUNE 24, 2014

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PROPOSED ELEVS

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APPENDIX A

SUBSURFACE EXPLORATION LOGS

Recently Completed Test Borings
July 2020 (B-1 through B-5)

GENERAL INFORMATION & KEY TO SUBSURFACE LOGS

The Subsurface Logs attached to this report present the observations and mechanical data collected by the driller at the site, supplemented by classification of the material removed from the borings as determined through visual identification by technicians in the laboratory. It is cautioned that the materials removed from the borings represent only a fraction of the total volume of the deposits at the site and may not necessarily be representative of the subsurface condition between adjacent borings or between the sampled intervals. The data presented of the Subsurface Logs together with the recovered samples provide a basi for evaluating the character of the subsurface conditions relative to the project. The evaluation must consider all the recorded details and their procedures to more accurately evaluate the subsurface conditions. Any evaluation of the contents of this report and recovered samples must be performed by qualified professionals. The following information defines some of the procedures and terms used of the Subsurface Logs to describe the conditions encountered, consistent with the numbered identifiers shown o the Key opposite this page.

1. The figures in the Depth column define the scale of the Subsurface Log.
2. The Samples column shows, graphically, the depth range from which a sample was recovered. See Table I for descriptions of the symbols used to represent the various types of samples.
3. The Sample No. is used for identification on sample containers and/or Laboratory Test Reports.
4. Blows on Sampler – shows the results of the "Penetration Test", recording the number of blows required to drive a split spoon sampler into the soil. The number of blows required for each six inches is recorded. The first 6 inches of penetration is considered seating drive. The number of blows required for the second and third 6 inches of penetration is termed the penetration resistance,
5. Blows on Casing – Shows the number of blows required to advance the casing a distance of 12 inches. The casing size, hammer weight, and length of drop are noted at the bottom of the Subsurface Log. If the casing is advanced by means other than driving, t method of advancement will be indicated in the Notes column or under the Method of Investigation at the bottom of the Subsurfac Log. Alternatively, sample recovery may be shown in this column or other data consistent with the column heading.
6. All recovered soil samples are reviewed in the laboratory by an engineering technician, geologist, or geotechnical engineer, unless noted otherwise. Visual descriptions are made on the basis of a combination of the driller's field descriptions and noted observatio together with the sample as received in the laboratory. The method of visual classification is based primarily on the Unified Soil Classification System (ASTM D 2487) with regard to the particle size and plasticity (See Table No. II), and the Unified Soil Classification System group symbols for the soil types are sometimes included with the soil classification. Additionally, the relative portion, by weight, of two or more soil types is described for granular soils in accordance with "Suggested Methods of Test for Identification of Soils" by D.M. Burmister, ASTM Special Technical Publication 479, June 1970. (See Table No. III). Description o the relative soil density or consistency is based upon the penetration records as defined in Table No. IV. The description of the soil moisture is based upon the relative wetness of the soil as recovered and is described as dry, moist, wet, and saturated. Water introduced into the boring either naturally or during drilling may have affected the moisture condition of the recovered sample. Special terms are used as required to describe soil deposition in greater detail; several such terms are listed in Table V. When sampling gravelly soils with a standard two inch diameter split spoon, the true percentage of gravel is often not recovered due to t relatively small sampler diameter. The presence of boulders and large gravel is sometimes, but not necessarily, detected by an evaluation of the casing and sampler blows or through the "action" of the drill rig as reported by the driller.
7. Rock description is based on review of the recovered rock core and the driller's notes. Frequently used rock classification terms a included in Table VI.
8. The stratification lines represent the approximate boundary between soil types and the transition may be gradual. Solid stratification lines delineate apparent changes in soil type, based upon review of recovered soil samples and the driller's notes. Dashed lines convey a lesser degree of certainty with respect to either a change in soil type or where such change may occur.
9. Miscellaneous observations and procedures noted by the driller are shown in this column, including water level observations. It is important to realize the reliability of the water level observations depends upon the soil type (water does not readily stabilize in a hole through fine grained soils), and that any drill water used to advance the boring may have influenced the observations. The ground water level will fluctuate seasonally, typically. One or more perched or trapped water levels may exist in the ground seasonally. All the available readings should be evaluated. If definite conclusions cannot be made, it is often prudent to examine th conditions more thoroughly through test pit excavations or groundwater observation wells.
10. The length of core run is defined as the length of penetration of the core barrel. Core recovery is the length of core recovered divided by the core run. The RQD (Rock Quality Designation) is the total length of pieces of NX core exceeding 4 inches divided b the core run. The size core barrel used is also noted in the Method of Investigation at the bottom of the Subsurface Log.

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

DATE

STARTED _____

FINISHED _____

SHEET ____ OF ____

SJB SERVICES, INC. SUBSURFACE LOG

PROJ. No. _____

HOLE No. _____

SURF. ELEV. _____

G.W. DEPTH _____

PROJECT _____ LOCATION _____

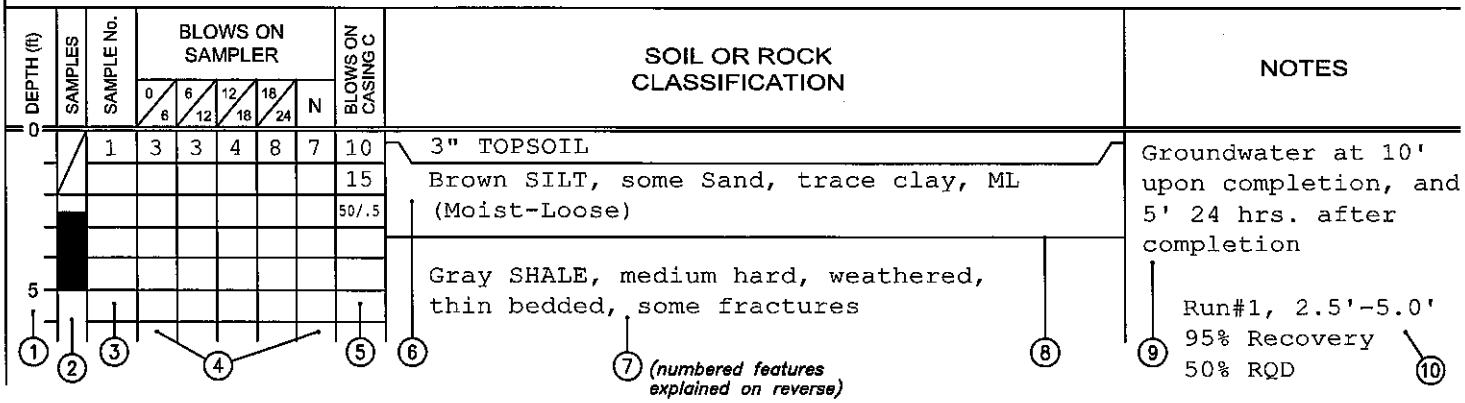


TABLE I

⁄	Split Spoon Sample
▮	Shelby Tube Sample
⊠	Geoprobe Macro-Core
▯	Auger or Test Pit Sample
■	Rock Core

TABLE II

Identification of soil type is made on basis of an estimate of particle sizes, and in the case of fine grained soils also on basis of plasticity.

Soil Type	Soil Particle Size	
Boulder	>12"	Coarse Grained (Granular)
Cobble	3" - 12"	
Gravel - Coarse	3" - 3/4"	
- Fine	3/4" - #4	
Sand - Coarse	#4 - #10	
- Medium	#10 - #40	
- Fine	#40 - #200	
Silt - Non Plastic (Granular) Clay - Plastic (Cohesive)	<#200	Fine Grained

TABLE III

The following terms are used in classifying soils consisting of mixtures of two or more soil types. The estimate is based on weight of total sample.

Term	Percent of Total Sample
"and"	35 - 50
"some"	20 - 35
"little"	10 - 20
"trace"	less than 10

(When sampling gravelly soils with a standard split spoon, the true percentage of gravel is often not recovered due to the relatively small sampler diameter.)

TABLE IV

The relative compactness or consistency is described in accordance with the following terms:

Granular Soils		Cohesive Soils	
Term	**Blows per Foot, N**	**Term**	**Blows per Foot, N**
Very Loose	0 - 4	Very Soft	0 - 2
Loose	4 - 10	Soft	2 - 4
Firm	10 - 30	Medium	4 - 8
Compact	30 - 50	Stiff	8 - 15
Very Compact	>50	Very Stiff	15 - 30
		Hard	>30

(Large particles in the soils will often significantly influence the blows per foot recorded during the penetration test)

TABLE V

Varved	Horizontal uniform layers or seams of soil(s).
Layer	Soil deposit more than 6" thick.
Seam	Soil deposit less than 6" thick.
Parting	Soil deposit less than 1/8" thick.
Laminated	Irregular, horizontal and angled seam and partings of soil(s).

TABLE VI

Rock Classification Term		Meaning
Hardness	- Soft	Scratched by fingernail
	- Medium Hard	Scratched easily by penknife
	- Hard	Scratched with difficulty by penknife
	- Very Hard	Cannot be scratched by penknife
Weathering	- Very Weathered	Judged from the relative amounts of disintegration, iron staining, core recovery, clay seams, etc.
	- Weathered	
	- Sound	

Rock Classification Term		Meaning	
Bedding	- Laminated	(<1")	Natural breaks in Rock Layers
	- Thin Bedded	(1" - 4")	
	- Bedded	(4" - 12")	
	- Thick Bedded	(12" - 36")	
	- Massive	(>36")	

(Fracturing refers to natural breaks in the rock oriented at some angle to the rock layers)

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

DATE:
START 7/23/2020
FINISH 7/23/2020
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-1
SURF. ELEV 582.3'
G.W. DEPTH See Notes

PROJECT: PROPOSED ELYSIUM APARTMENT COMPLEX
PROJ. NO.: BE-20-105
LOCATION: 2160 NORTH FOREST ROAD
AMHERST, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	2	4			TOPSOIL	Driller noted topsoil at the surface
		6	8		10	Brown Silty CLAY, some fine Gravel, little f-c Sand, tr.organics (moist, FILL)	
	2	8	7			One piece of coarse GRAVEL (moist, FILL)	WOH = Weight of Hammer and Rods
		6	5		13		
5	3	3	3			Brown Silty CLAY, some f-c Sand, little fine Gravel, tr.slag, tr.organics (moist-wet, FILL)	
		3	2		6		
	4	3	3			Contains tr.gravel, tr.glass, no slag	Sample #4: Contains wood
		4	3		7		
	5	WOH	2			Dark Brown Silty CLAY, little f-m Sand, tr.organics (moist, medium, CL)	Sample #5: Exhibits an organic odor
10		2	3		4		
	6	1	1			Contains tr.sand (moist-wet, soft)	
		1	1		2		Sample #6: Contains wood
15	7	WOH	1			Contains little f-m Sand, little Organics	Sample #7: Exhibits an organic odor, contains wood
		2	1		3		
20	8	6	21			Brown fine GRAVEL, some f-c Sand, little Silty Clay (moist, v.compact, GC-GM)	REF = Sample Spoon Refusal
		35	50/0.2		56		Driller noted hard augering at 20' to 25'
25	9	50/0.2			REF		NQ '2' Size Rock Core
						Brown SHALE Rock, medium hard, sound, thickly bedded, both natural and mechanical fractures	RUN #1: 25.2' - 30.2' REC = 72% RQD = 47%
30						Becomes laminated to thickly bedded	RUN #2: 30.2' - 33.2' REC = 100% RQD = 81%
35						Boring Complete at 33.0'	No Free Standing Water encountered before coring
							Free Standing Water recorded at 1' after coring
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. KOSKE
DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

DATE:
START 7/27/2020
FINISH 7/27/2020
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-2
SURF. ELEV 581.1'
G.W. DEPTH See Notes

PROJECT: PROPOSED ELYSIUM APARTMENT COMPLEX
PROJ. NO.: BE-20-105
LOCATION: 2160 NORTH FOREST ROAD
AMHERST, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	4	15			TOPSOIL	Driller noted topsoil at the surface
		21	19		36	Brown CONCRETE fragments, some Silty Clay, little f-c Sand (moist, FILL)	
	2	15	8				
		5	6		13	Contains little Silty Clay	Sample #1: Poor Recovery
5	3	2	2			Brown Silty CLAY, some f-c Sand, little fine Gravel,	Sample #2: Poor Recovery
		3	6		5	tr.organics (moist, FILL)	
	4	4	50/0.2		REF	Contains some fine Gravel, little f-c Sand, tr.concrete (moist-wet)	
	5	50/0			REF		Sample #5: No Recovery
10							
	6	2	2			Dark Brown Silty CLAY, little Organics, tr.sand	REF = Sample Spoon Refusal
		3	3		5	(moist-wet, medium, CL)	
15							
	7	1	2			Brown Organics, tr.sand (wet)	Sample #7: Poor Recovery, contains wood
		1	6		3		
20							
	8	31	40			Brown fine GRAVEL, some f-c Sand, little Silty Clay	
		45	50/0.4		85	(wet, v.compact, GC-GM)	
25							
	9	50	50/0.2		REF		
						Boring Complete with Auger Refusal at 26.0'	No Free Standing Water reading obtained at boring completion
30							2" PVC groundwater observation well installed within completed test boring. Refer to completion record for details.
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: R. STEINER

DRILL RIG TYPE : CME-550X

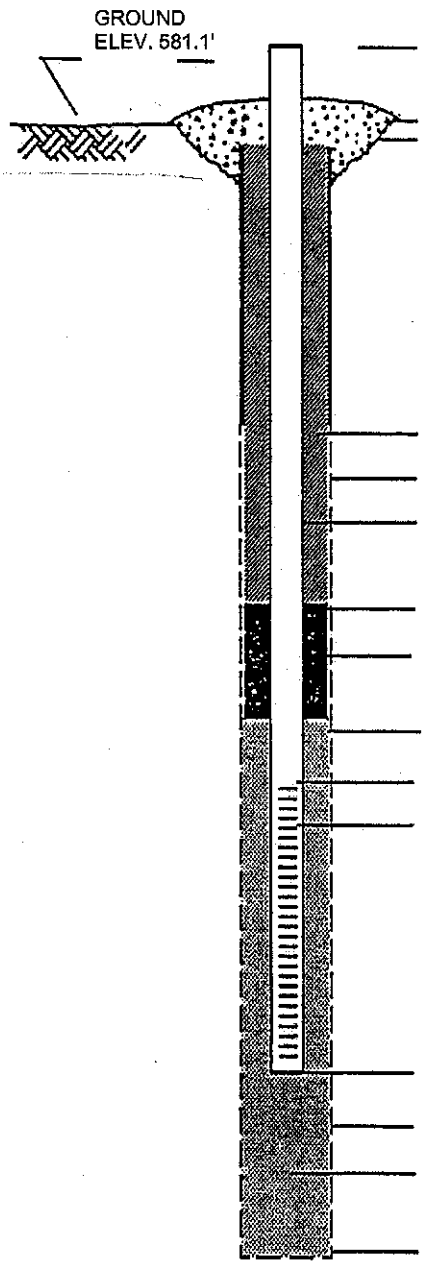
METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

MONITORING WELL COMPLETION RECORD

SJB SERVICES, INC.

WELL NUMBER: B-2	
PROJECT: Elysium Apartments	**DRILLING METHOD:** ASTM D-1586 USING HSA
PROJECT NUMBER: BE-20-105	**GEOLOGIST:** N/A
DRILLER: R. Steiner	**INSTALLATION DATE(S):** 7/27/2020



TYPE OF SURFACE SEAL:	SOIL
TYPE OF BACKFILL:	SOIL AUGER CUTTINGS
BOREHOLE DIAMETER:	7" ±
I.D. OF RISER PIPE:	2"
TYPE OF RISER PIPE:	PVC
DEPTH OF SEAL:	12'
TYPE OF SEAL:	BENTONITE CHIPS
DEPTH OF SAND PACK:	14'
DEPTH OF TOP OF SCREEN:	15.6'
TYPE OF SCREEN:	PVC
SLOT SIZE X LENGTH:	0.01' x 10'
I.D. OF SCREEN:	2"
TYPE OF SAND PACK:	No. 0 Silica Sand
DEPTH BOTTOM OF SCREEN:	25.6'
DEPTH BOTTOM OF SAND PACK:	26.0'
TYPE OF BACKFILL BELOW OBSERVATION WELL:	N/A
ELEVATION/ DEPTH OF HOLE:	26.0'

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

DATE:
START 7/24/2020
FINISH 7/24/2020
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-3
SURF. ELEV 579.5'
G.W. DEPTH See Notes

PROJECT: PROPOSED ELYSIUM APARTMENT COMPLEX
PROJ. NO.: BE-20-105
LOCATION: 2160 NORTH FOREST ROAD
AMHERST, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	5	6			TOPSOIL	Driller noted topsoil at the surface
		15	10		21	Brown Silty CLAY, some f-c Sand, tr.organics (moist, FILL)	
	2	8	8			Contains little fine Gravel	
		10	11		18		Sample #2: Poor Recovery
5	3	2	2			Dark Gray f-c SAND, little Silty Clay, tr.organics	
		3	4		5	(moist-wet, loose, SC-SM)	
	4	3	2			(wet)	Sample #4: Contains wood
		3	2		5		
	5	2	2			Contains some Silty Clay (v.loose)	Sample #5: Contains wood
10		1	1		3		
	6	WOH/1.0				Contains little Organics, little Silty Clay	WOH = Weight of Hammer and Rods
		WOH/1.0			WOH		
15							
	7	WOH/1.0				Brown Silty CLAY, some f-c Sand, little fine Gravel	
		3	5		3	(wet, soft, CL)	
							Driller noted hard augering at 18' to 26.5'
20							
	8	28	47			Brown fine Gravel, some f-c Sand, little Silty Clay	
		50/0.4			REF	(moist, v.compact, GC-GM)	REF = Sample Spoon Refusal
25							
	9	50/0.2			REF		Sample #9: No Recovery
						Boring Complete with Auger Refusal at 26.5'	Free Standing Water recorded at 21.5' at boring completion
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: R. STEINER

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

DATE:
START 7/23/2020
FINISH 7/23/2020
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-4
SURF. ELEV 578.1'
G.W. DEPTH See Notes

PROJECT: PROPOSED ELYSIUM APARTMENT COMPLEX
PROJ. NO.: BE-20-105
LOCATION: 2160 NORTH FOREST ROAD
AMHERST, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	1	2			TOPSOIL	Driller noted topsoil at the surface
		3	3		5	Brown Silty CLAY, some fine Gravel, little f-c Sand, tr.organics (moist, FILL)	
	2	2	5				
		10	50/0.2		15	Brown fine GRAVEL, some f-c Sand, little Concrete, little Silty Clay (moist, FILL)	
5	3	21	5				Sample #3: Contains wood
		3	3		8	Dark Brown Silty CLAY, tr.sand, tr.organics (moist, medium, CL)	
	4	4	2				Sample #4: Contains wood
		3	2		5	Contains little Organics, little f-c Sand (moist-wet) (soft)	
	5	1	1				Sample #5: Contains wood, Exhibits an organic odor
10		1	1		2		
	6	2	1			Brown Silty CLAY, little f-c Sand, tr.gravel (moist-wet, soft, CL)	
		1	2		2		
15							
	7	2	2			Contains some fine Gravel (moist, medium)	Driller noted hard augering at 18' to 22'
		4	7		6		
20							REF = Sample Spoon Refusal
	8	20	19			Brown fine GRAVEL, some f-c Sand, little Silty Clay (moist, compact, GC-GM)	
		21	25		40		NQ '2' Size Rock Core
	9	50/0			REF	22.0' to 24.4': Brown f-c GRAVEL, some f-c Sand, little Silty Clay (moist, GC-GM)	RUN #1: 22.0' - 27.0' REC = 66% RQD = 21%
25						Brown SHALE Rock, medium hard, sound, laminated to thickly bedded, both natural and mechanical fractures	
							RUN #2: 27.0' - 31.0' REC = 90% RQD = 85%
30							
						Boring Complete at 31.0'	No Free Standing Water encountered before coring
35							Free Standing Water recorded at 1' after coring
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. KOSKE
DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

DATE:
START 7/24/2020
FINISH 7/24/2020
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-5
SURF. ELEV 582.0'
G.W. DEPTH See Notes

PROJECT: PROPOSED ELYSIUM APARTMENT COMPLEX
PROJ. NO.: BE-20-105
LOCATION: 2160 NORTH FOREST ROAD
AMHERST, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	1	4			TOPSOIL	Driller noted topsoil at the surface
		7	10		11	Brown Silty CLAY, some fine Gravel, little f-c Sand, tr.organics (moist-wet, FILL)	
	2	8	9				
		10	12		19	Brown-Black ASPHALT fragments, little Silty Clay, little fine Gravel, tr.sand (moist, FILL)	
5	3	7	10				
		15	16		25	Contains some fine Gravel, little f-c Sand, tr.silty clay tr.organics	
	4	5	5				
		6	6		11	Dark Brown Silty CLAY, tr.sand, tr.organics (moist, stiff, CL)	
	5	1	2			Contains little f-m Sand (moist-wet, medium)	Sample #5: Contains wood
10		2	2		4		
	6	1	1			Brown-Gray f-m SAND, little Silty Clay, tr.organics (moist-wet, v.loose, SC-SM)	Samples #6 & #7: Contains wood
		2	1		3		
	7	1	2			Contains tr.gravel, tr.shells	
15		2	3		4		
						Boring Complete at 15.0'	No Free Standing Water recorded at boring completion
20							
25							
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: R. STEINER
DRILL RIG TYPE : CME-550X
METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

APPENDIX B

SUBSURFACE EXPLORATION LOGS

Previously Completed Test Borings
February 2020 (B-1)
June 2014 (B-1)

DATE:
START 2/20/2020
FINISH 2/20/2020
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-1
SURF. ELEV 580.0'
G.W. DEPTH See Notes

PROJECT: PROPOSED NEW HOME
PROJ. NO.: BE-20-010
LOCATION: 2160-2170 NORTH FOREST
AMHERST, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	WOH	2			TOPSOIL	Driller noted Topsoil at the surface
		3	5		5	Brown Silty CLAY, tr.sand, tr.organics (moist, FILL)	
	2	6	3			Becomes Dark Brown to Brown, Contains tr.asphalt, tr.brick	
		2	3		5		
5	3	2	2			Brown Silty CLAY, tr.gravel, tr.sand (moist-wet, FILL)	
		3	3		5		
	4	4	4			Brown Silty CLAY, tr.gravel, tr.sand, tr.organics	
		3	3		7	(moist-wet, medium, CL / Possible FILL)	
	5	1	1			Dark Brown Silty CLAY, tr.sand, tr.organics	
10		1	1		2	(moist, v.soft, CL)	
	6	WOH	WOH			Becomes Dark Brown to Dark Gray, occasional moist-wet partings	WOH = Weight of Hammer and Rods
		WOH	WOH		WOH		
	7	WOH	WOH			Red Brown Silty CLAY, some f-c Sand	
		WOH	WOH		WOH	(moist-wet, v.soft, CL)	
15	8	WOH	WOH			Contains some f-c Gravel	
		2	3		2		
	9	7	8			Contains little f-c Gravel (v.stiff)	
		8	8		16		
	10	8	12			Contains some f-c Gravel (moist)	
20		12	13		24		
	11	15	24			Contains little f-c Sand (hard)	
		17	19		41		
							REF = Sample Spoon Refusal
25							
	12	27	50/0.4		REF	Brown f-c SAND, some Silt, little f-c Gravel	Sample #13: Poor Recovery, possible weathered bedrock
						(moist, v.compact, SM)	
	13	50/0.2			REF	Brown fine GRAVEL, tr.sand (moist, v.compact, GP)	
30						Boring Complete with Auger Refusal at 27.7'	No Free Standing Water encountered at boring completion
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: S. WOLKIEWICZ JR.

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

DATE
START 6/30/2014
FINISH 6/30/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-1
SURF. ELEV 581' +/-
G.W. DEPTH See Notes

PROJECT: PROPOSED RESIDENTIAL HOME
PROJ. NO.: BE-14-109
LOCATION: 2160 NORTH FOREST ROAD
AMHERST, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	3	4			TOPSOIL	Driller notes approx. 6" Topsoil
		5	7		9	Red-Brown and Black Silty CLAY, tr.sand, tr.gravel (moist, FILL)	
	2	5	8				
		7	10		15	Brown-Gray and Black f-m SAND, some Silt, tr.gravel (moist, FILL)	
5	3	3	3				
		4	4		7	Black Organic Clayey SILT, little f-c Sand (moist, FILL)	
	4	2	2			Gray and Black Organic Silty CLAY, tr.peat (moist, medium, OL-CL)	
		3	4		5		
	5	2	3				
10		3	3		6		
	6	2	2				
		2	2		4		
	7	3	2				
		3	4		5		
15	8	WOH/1.5				Becomes Red-Brown (wet, v.soft)	WOH = Weight of Hammer and Rods
			1		WOH		
	9	1	1				
		1	1		2	Contains little f-c Sand, tr.gravel	REF = Sample Spoon Refusal
	10	31	50/0.3		REF	Red-Brown f-m SAND and Silt, tr.gravel (moist, SM)	
20							
	11	19	23				
		21	22		44	(compact)	
25							
	12	19	50/0.4		REF		
						Boring Complete with Sample Spoon Refusal at 25.9' and Auger Refusal at 26.0'	No Free Standing Water encountered at Boring Completion
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. JAKUBCZAK

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

APPENDIX C

FILL MATERIAL AND EARTHWORK RECOMMENDATIONS

APPENDIX C

FILL MATERIAL AND EARTHWORK RECOMMENDATIONS

I. Material Recommendations

A. Structural Fill

Structural Fill should consist of a crusher run stone, free of clay, organics and friable or deleterious particles. As a minimum, the crusher run stone should meet the requirements of New York State Department of Transportation, Standard Specifications, Item 304.12 – Type 2 Subbase, with the following gradation requirements.

Sieve Size Distribution	Percent Finer by Weight
2 inch	100
¼ inch	25-60
No. 40	5-40
No. 200	0-10

B. Subbase Stone

The subbase stone course placed as the aggregate course beneath slab-on-grade and pavement construction should conform to the same material requirements as Structural Fill as stated above.

C. Suitable Granular Fill

Suitable soil material, well graded from coarse to fine and classified as GW, GP, GM, SW, SP or SM type soil using the Unified Soil Classification System (ASTM D-2487) and having no more than 85 percent by weight material passing the No. 4 sieve, no more than 20 percent by weight material passing the No. 200 sieve and which is generally free of particles greater than 6 inches, will be acceptable as Suitable Granular Fill. It should also be free of topsoil, asphalt, concrete rubble, wood, debris, clay and other deleterious materials.

Suitable Granular Fill can be used as foundation backfill and as subgrade fill to raise site grades beneath slab-on-grade and pavement construction. Material meeting the requirements of New York State Department of Transportation, Standard Specifications, Item 203.07 – Select Granular Fill, or Item 203.20 Select Granular Subgrade is acceptable for use as Suitable Granular Fill.

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

II. Placement and Compaction Requirements

All controlled fill placed beneath foundations, slab-on-grade construction and pavement construction should be compacted to a minimum of 95 percent of the maximum dry density as measured by the modified Proctor test (ASTM D1557). Fill placed in non-loaded grass areas can be compacted to a minimum of 90 percent of the maximum dry density (ASTM D1557).

Placement of fill should not exceed a maximum loose lift thickness of 6 to 9 inches with the exception of subbase courses beneath slab on grade and pavement construction, which can be placed in a single lift not exceeding 15 inches. The loose lift thickness should be reduced in conjunction with the compaction equipment used so that the required density is attained.

Fill should have a moisture content within two percent of the optimum moisture content at the time of compaction. Subgrades should be properly drained and protected from moisture and frost. Placement of fill on frozen subgrades is not acceptable. It is recommended that all fill placement and compaction be monitored and tested on a full-time basis by a representative of Empire Geo-Services, Inc.

III. Quality Assurance Testing

The following minimum laboratory and field quality assurance testing frequencies are recommended to confirm fill material quality and post placement and compaction conditions. These minimum frequencies are based on generally uniform material properties and placement conditions. Should material properties vary or conditions at the time of placement vary (i.e. moisture content, placement and compaction, procedures or equipment, etc.) Then additional testing is recommended. Additional testing, which may be necessary, should be determined by qualified geotechnical personnel, based on evaluation of the actual fill material and construction conditions.

A. Laboratory Testing of Material Properties

- Moisture content (ASTM D-2216) - 1 test per 4,000 cubic yards or no less than 2 tests per each material type.
- Grain Size Analysis (ASTM D-422) - 1 test per 4,000 cubic yards or no less than 2 tests per each material type.
- Liquid and Plastic Limits (ASTM D-4318) 1 test per 4,000 cubic yards or no less than 2 tests per each material type. Liquid and Plastic Limit testing is necessary only if appropriate, based on material composition (i.e. clayey or silty soils).

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

- Modified Proctor Moisture Density Relationship (ASTM D-1557) 1 test per 4,000 cubic yards or no less than 1 test per each material type. A maximum/minimum density relationship (ASTM D-4253 and ASTM D-4254) may be an appropriate substitute for ASTM D-1557 depending on material gradation.

B. Field In-Place Moisture/Density Testing (ASTM D-3017 and ASTM D-2922)

- Backfilling along trenches and foundation walls - 1 test per 50 lineal feet per lift.
- Backfilling Isolated Excavations (i.e. column foundations, manholes, etc.) 1 test per lift.
- Filling in open areas for slab-on-grade construction - 1 test per 2,500 square feet per lift.

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

APPENDIX D

GEOTECHNICAL REPORT LIMITATIONS

GEOTECHNICAL REPORT LIMITATIONS

WMA Engineering DPC / DBA Empire Geotechnical Engineering Services (Empire) has endeavored to meet the generally accepted standard of care for the services completed, and in doing so is obliged to advise the geotechnical report user of our report limitations. Empire believes that providing information about the report preparation and limitations is essential to help the user reduce geotechnical-related delays, cost over-runs, and other problems that can develop during the design and construction process. Empire would be pleased to answer any questions regarding the following limitations and use of our report to assist the user in assessing risks and planning for site development and construction.

PROJECT SPECIFIC FACTORS: The conclusions and recommendations provided in our geotechnical report were prepared based on project specific factors described in the report, such as size, loading, and intended use of structures; general configuration of structures, roadways, and parking lots; existing and proposed site grading; and any other pertinent project information. Changes to the project details may alter the factors considered in development of the report conclusions and recommendations. *Accordingly, Empire cannot accept responsibility for problems which may develop if we are not consulted regarding any changes to the project specific factors that were assumed during the report preparation.*

SUBSURFACE CONDITIONS: The site exploration investigated subsurface conditions only at discrete test locations. Empire has used judgement to infer subsurface conditions between the discrete test locations, and on this basis the conclusions and recommendations in our geotechnical report were developed. It should be understood that the overall subsurface conditions inferred by Empire may vary from those revealed during construction, and these variations may impact on the assumptions made in developing the report conclusions and recommendations. *For this reason, Empire should be retained during construction to confirm that conditions are as expected, and to refine our conclusions and recommendations in the event that conditions are encountered that were not disclosed during the site exploration program.*

USE OF GEOTECHNICAL REPORT: Unless indicated otherwise, our geotechnical report has been prepared for the use of our client for specific application to the site and project conditions described in the report. *Without consulting with Empire, our geotechnical report should not be applied by any party to other sites or for any uses other than those originally intended.*

CHANGES IN SITE CONDITIONS: Surface and subsurface conditions are subject to change at a project site subsequent to preparation of the geotechnical report. Changes may include, but are not limited to, floods, earthquakes, groundwater fluctuations, and construction activities at the site and/or adjoining properties. *Empire should be informed of any such changes to determine if additional investigative and/or evaluation work is warranted.*

MISINTERPRETATION OF REPORT: The conclusions and recommendations contained in our geotechnical report are subject to misinterpretation. *To limit this possibility, Empire should review project plans and specifications relative to geotechnical issues to confirm that the recommendations contained in our report have been properly interpreted and applied.*

Subsurface exploration logs and other report data are also subject to misinterpretation by others if they are separated from the geotechnical report. This often occurs when copies of logs are given to contractors during the bid preparation process. *To minimize the potential for misinterpretation, the subsurface logs should not be separated from our geotechnical report and the use of excerpted or incomplete portions of the report should be avoided.*

OTHER LIMITATIONS: Geotechnical engineering is less exact than other design disciplines, as it is based partly on judgement and opinion. For this reason, our geotechnical report may include clauses that identify the limits of Empire's responsibility, or that may describe other limitations specific to a project. These clauses are intended to help all parties recognize their responsibilities and to assist them in assessing risks and decision making. Empire would be pleased to discuss these clauses and to answer any questions that may arise.

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

March 3, 2021

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: Application to Reclassify 2160 and 2170 North Forest Road from
NCD-SA to NCD-ND and to Amend the Audubon Development Plan [Z-2020-06]
Applicant/Project Sponsor: Coromandel Estates Amherst LLC
File 10181.1

Dear Supervisor Kulpa and Councilmembers:

This letter is being submitted on behalf of Applicant for the purpose of submitting an updated Concept Site Plan incorporating modifications to the project layout made based on input received during the public hearing held by the Town Board on February 22nd as well as additional modifications made for the purpose of improving the layout of the proposed residential project.

Attached as Exhibit "1" is the updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21] prepared by Christina Barmosz of Silvestri Architects PC incorporating the following modifications to the project layout:

1. The previously proposed stormwater basin on the western portion of the Project Site adjacent to the property at 2180 North Forest Road has been eliminated;

2. The dumpster enclosure has been relocated from the western portion of the Project Site to the eastern portion of Project Site. Additionally, screening has been added on the exterior edges of the dumpster enclosure;

3. The previously proposed two-story eight-unit building has been replaced with 2 two-story four-unit buildings;

4. The proposed covered patio with a fire pit has been relocated so that it will between the 2 two-story four-unit buildings;

5. Landscaping and a fence has been added along the western boundary of the Project that is contiguous to 2180 North Forest Road;

6. Landscaping has been added along the North Forest Road frontage of the Project Site;

7. The parking to be provided on the Project Site has been increased from 17 spaces to 23 spaces (2.88 parking spaces per unit) consistent with the zoning condition recommended by the Planning Board on January 21st in connection with its issuance of a favorable

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

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

recommendation to the Town Board stating: "That the petitioner include additional parking spaces beyond the 17 spaces shown on the concept plan at the site plan stage.[1]"

Attached as Exhibit "2" are copies of the project update letters to interested property owners dated March 2nd that included an 11" x 17" size copy of the updated Concept Site Plan. The updated Concept Plan demonstrates the concerted effort that has been made by the project team to incorporate input received from the public during the public hearing held on February 22nd.

The Town Board will be holding continuation of the virtual public hearing in connection with the pending request to reclassify the Project Site from NCD-SA to NCD-ND and to amend the Audubon Development Plan during its meeting on Monday, March 8th at 7:00 p.m. The Applicant is requesting that the Town Board adopt a resolution during its upcoming meeting for the purpose of issuing a negative declaration pursuant to the State Environmental Quality Review Act ("SEQRA") and approving the requested reclassification of the Project Site from NCD-SA to NCD-ND and an amendment of the Audubon New Community Development Plan.

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.

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
Thiru Vikram, Coromandel Estates Amherst LLC
Christina Barmosz, Silvestri Architects PC
Christopher Wood, P.E., Carmina Wood Morris DPC

[1] During its meeting on January 21st, the Planning Board adopted a resolution by a unanimous 7-0 vote recommending that the Town Board: 1. Issue a negative declaration pursuant to SEQRA; 2. Approve the reclassification of the Project Site from NCD-SA to NCD-ND; and, 3. Approve Amendment #73 to the Audubon New Community District Development Plan. The Planning Board findings in support of its favorable recommendation were as follows: A. The proposed Revision to the Development Plan meets the intent and objectives of a New Community District as expressed in Subsection 1-1.1; B. The proposed Revision to the Development Plan meets all the requirements of Section 5-2-3 through 5-2-6; C. The proposed Revision to the Development Plan is conceptually sound in that it meets present and future community needs; D. There are or will be adequate services and utilities available or proposed to be made available in the construction of the development; and, E. The proposed Amendment to the Development Plan is consistent with the Town Comprehensive Plan.

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

Exhibit 1 – Updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21] Prepared by Christina Barmosz of Silvestri Architects PC

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon



SITE DATA:

SITE AREA - 2.35 ACRES

CURRENT ZONING - NCD-SA
REZONING - NCD-ND

SETBACKS PROVIDED -
FRONT - 50'-0"
SIDE - 20'-0"

PROPOSED

2 - 2-STORY - 4 UNIT APARTMENT BUILDINGS

Parking:
8 GARAGES
15 PARKING SPACES

NOTICE

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NORTH FOREST APARTMENTS

2160-2170 North Forest Rd
Amherst, ny

ISSUE:

SA PROJECT TEAM: PRINCIPAL P.Silvestri
PROJ. ARCH. S. Hunt DRAFTER W. Manhardt
JOB CAPT. _____ INTERIORS K. Hamann

SEAL:

TITLE:

CONCEPT SITE PLAN

SILVESTRI
ARCHITECTS · PC
1321 MILLERSPORT HWY PH. 716.691.0300
AMHERST, NY 14221 FAX. 716.691.4773

SA JOB #: 20060.02
DATE: 03/01/21

DRAWING #: AS-101

Exhibit 2 – Project Update Letters to Residents dated March 2, 2021

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

HSM

March 2, 2021

Joan Amico
1936 North Forest Road
Williamsville, NY 14221

Re: Application to Reclassify 2160 and 2170 North Forest Road from NCD-SA to NCD-ND and to Amend the Audubon Development Plan [Z-2020-06]
Applicant/Project Sponsor: Coromandel Estates Amherst LLC
File 10181.1

Dear Ms. Amico:

This letter is being sent to you to provide you with a project update. Based on the input received during the virtual public hearing held by the Town Board on February 22nd, the layout of the proposed project has been updated.

An 11" x 17" size copy of the updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21] is enclosed depicting the following modifications to the project layout:

1. The previously proposed stormwater basin on the western portion of the Project Site adjacent to the property at 2180 North Forest Road has been eliminated;

2. The dumpster enclosure has been relocated from the western portion of the Project Site to the eastern portion of Project Site. Additionally, screening has been added on the exterior edges of the dumpster enclosure;

3. The previously proposed two-story eight-unit building has been replaced with 2 two-story four-unit buildings;

4. The proposed covered patio with a fire pit has been relocated so that it will between the 2 two-story four-unit buildings;

5. Landscaping and a fence has been added along the western boundary of the Project that is contiguous to 2180 North Forest Road; and

6. Landscaping has been added along the North Forest Road frontage of the Project Site.

The Town Board will be holding continuation of the virtual public hearing in connection with the pending request to reclassify the Project Site from NCD-SA to NCD-ND and to amend the Audubon Development Plan during its meeting on **Monday, March 8th at 7:00 p.m.**

If the Town Board approves the pending application, then the next step in the project review process will be to seek Site Plan approval from the Planning Board once the fully engineered plans

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-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

and related technical documentation have been prepared by Carmina Wood Morris DPC, the project engineering firm.

Please feel free to contact me with any questions at 510-4338 or via e-mail at shopkins@hsr-legal.com if you have any questions regarding this letter or the enclosed updated Concept Site Plan.

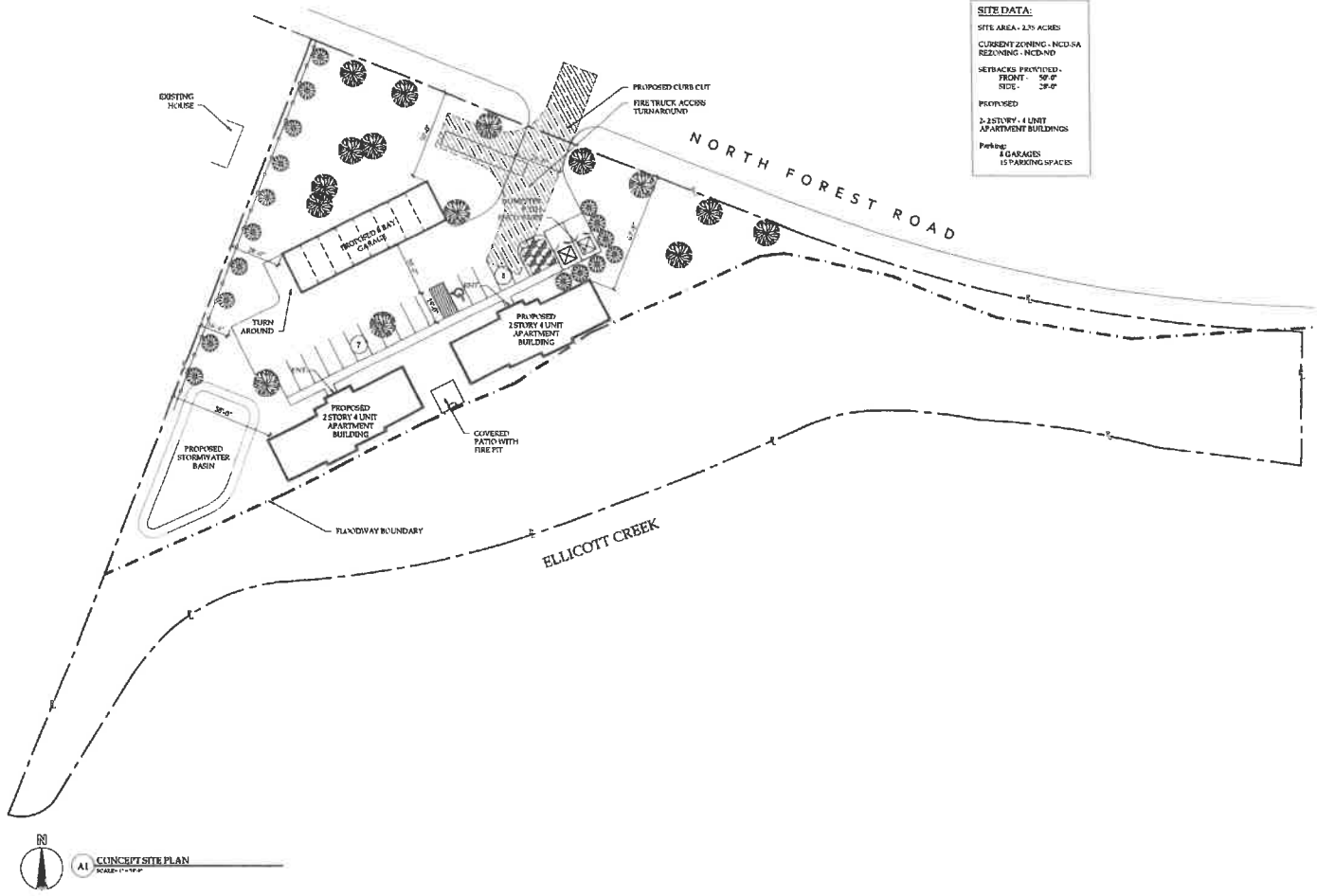
Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc. 11" x 17" copy updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21]

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon



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NORTH FOREST APARTMENTS

2160-2170 North Forest Rd
Amherst, ny

ISSUE

SA PROJECT TEAM: PRINCIPAL P.Silvestri
PROJ. ARCH. S.Hurd DRAFTER W.Masharoff
FOR CAPT. _____ INTERIORS K.Hansen

SEAL:

TITLE:

CONCEPT SITE PLAN

SILVESTRI
ARCHITECTS · PC
1291 MILITARY RD PH. 716.691.0900
AMHERST NY 14221 FAX 716.691.4773

SA JOB #: 20060.02
DATE: 03/01/21
DRAWING #: AS-101

HSM

March 2, 2021

Joseph Hausbeck
2180 North Forest Road
Williamsville, NY 14221

Re: Application to Reclassify 2160 and 2170 North Forest Road from NCD-SA to NCD-ND and to Amend the Audubon Development Plan [Z-2020-06]
Applicant/Project Sponsor: Coromandel Estates Amherst LLC
File 10181.1

Dear Mr. Hausbeck:

This letter is being sent to you to provide you with a project update. Based on the input received during the virtual public hearing held by the Town Board on February 22nd, the layout of the proposed project has been updated.

An 11" x 17" size copy of the updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21] is enclosed depicting the following modifications to the project layout:

1. The previously proposed stormwater basin on the western portion of the Project Site adjacent to the property at 2180 North Forest Road has been eliminated;

2. The dumpster enclosure has been relocated from the western portion of the Project Site to the eastern portion of Project Site. Additionally, screening has been added on the exterior edges of the dumpster enclosure;

3. The previously proposed two-story eight-unit building has been replaced with 2 two-story four-unit buildings;

4. The proposed covered patio with a fire pit has been relocated so that it will between the 2 two-story four-unit buildings;

5. Landscaping and a fence has been added along the western boundary of the Project that is contiguous to 2180 North Forest Road; and

6. Landscaping has been added along the North Forest Road frontage of the Project Site.

The Town Board will be holding continuation of the virtual public hearing in connection with the pending request to reclassify the Project Site from NCD-SA to NCD-ND and to amend the Audubon Development Plan during its meeting on **Monday, March 8th at 7:00 p.m.**

If the Town Board approves the pending application, then the next step in the project review process will be to seek Site Plan approval from the Planning Board once the fully engineered plans

HOPKINS SORGI & MCCARTHY PLLC
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Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

and related technical documentation have been prepared by Carmina Wood Morris DPC, the project engineering firm.

Please feel free to contact me with any questions at 510-4338 or via e-mail at shopkins@hsr-legal.com if you have any questions regarding this letter or the enclosed updated Concept Site Plan.

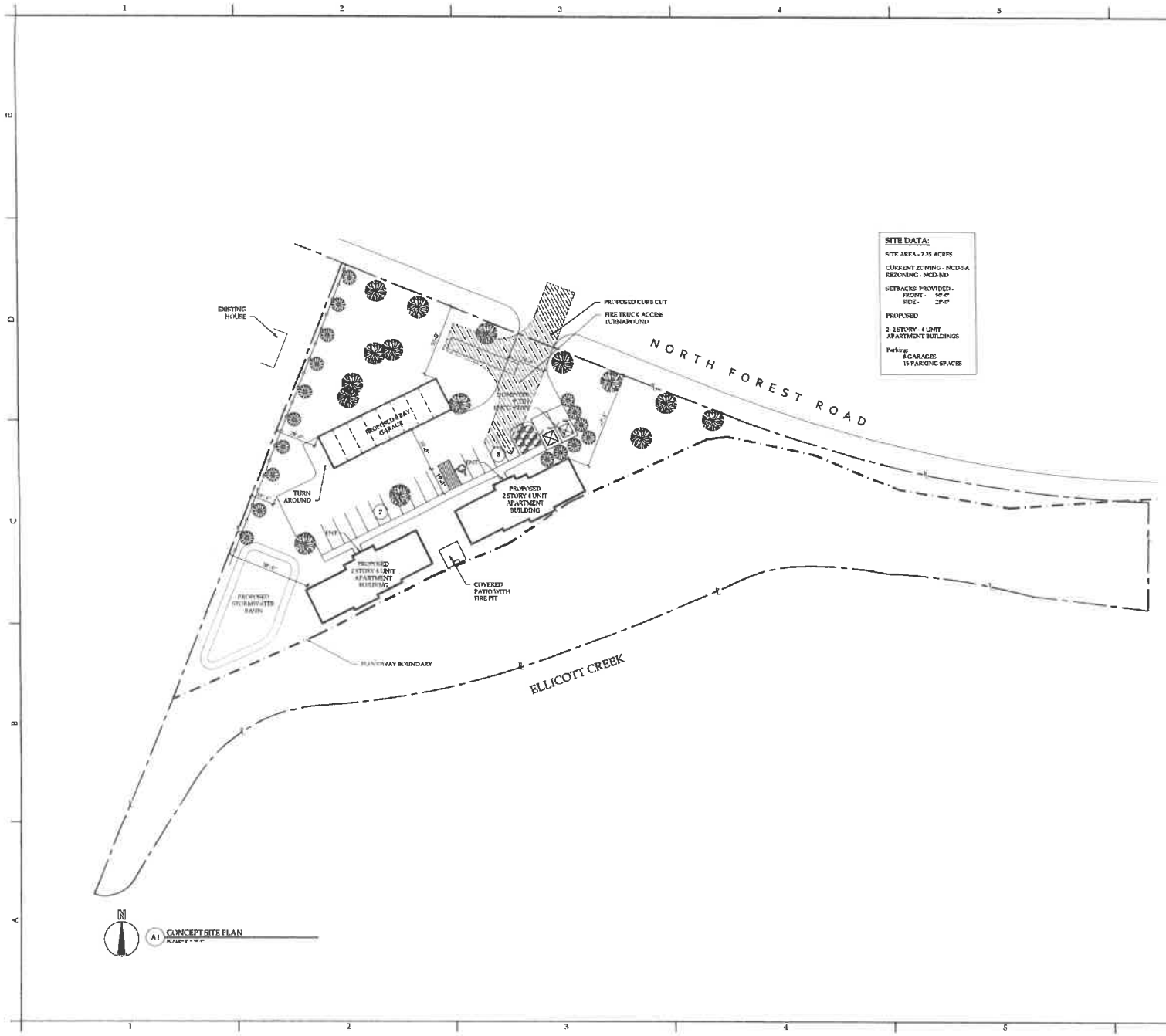
Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc. 11" x 17" copy updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21]

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon



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2160-2170 North Forest Rd
Amherst, ny

ISSUE:

SA PROJECT TEAM: PRINCIPAL P.Silvestri
PROJ. ARCH. S.Hunt DRAFTER W.Manhardt
JOB CAPT. INTERIORS K.Hermann

SEAL:

TITLE:

CONCEPT SITE PLAN

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AMHERST NY 14221 FAX 716.691.4773

SA JOB #: 20060.02
DATE: 03/01/21
DRAWING #: AS-101

HSM

March 2, 2021

Fran Cummings
2200 North Forest Road
Williamsville, NY 14221

Re: Application to Reclassify 2160 and 2170 North Forest Road from NCD-SA to NCD-ND and to Amend the Audubon Development Plan [Z-2020-06]
Applicant/Project Sponsor: Coromandel Estates Amherst LLC
File 10181.1

Dear Ms. Cummings:

This letter is being sent to you to provide you with a project update. Based on the input received during the virtual public hearing held by the Town Board on February 22nd, the layout of the proposed project has been updated.

An 11" x 17" size copy of the updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21] is enclosed depicting the following modifications to the project layout:

1. The previously proposed stormwater basin on the western portion of the Project Site adjacent to the property at 2180 North Forest Road has been eliminated;

2. The dumpster enclosure has been relocated from the western portion of the Project Site to the eastern portion of Project Site. Additionally, screening has been added on the exterior edges of the dumpster enclosure;

3. The previously proposed two-story eight-unit building has been replaced with 2 two-story four-unit buildings;

4. The proposed covered patio with a fire pit has been relocated so that it will between the 2 two-story four-unit buildings;

5. Landscaping and a fence has been added along the western boundary of the Project that is contiguous to 2180 North Forest Road; and

6. Landscaping has been added along the North Forest Road frontage of the Project Site.

The Town Board will be holding continuation of the virtual public hearing in connection with the pending request to reclassify the Project Site from NCD-SA to NCD-ND and to amend the Audubon Development Plan during its meeting on **Monday, March 8th at 7:00 p.m.**

If the Town Board approves the pending application, then the next step in the project review process will be to seek Site Plan approval from the Planning Board once the fully engineered plans

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Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

and related technical documentation have been prepared by Carmina Wood Morris DPC, the project engineering firm.

Please feel free to contact me with any questions at 510-4338 or via e-mail at shopkins@hsr-legal.com if you have any questions regarding this letter or the enclosed updated Concept Site Plan.

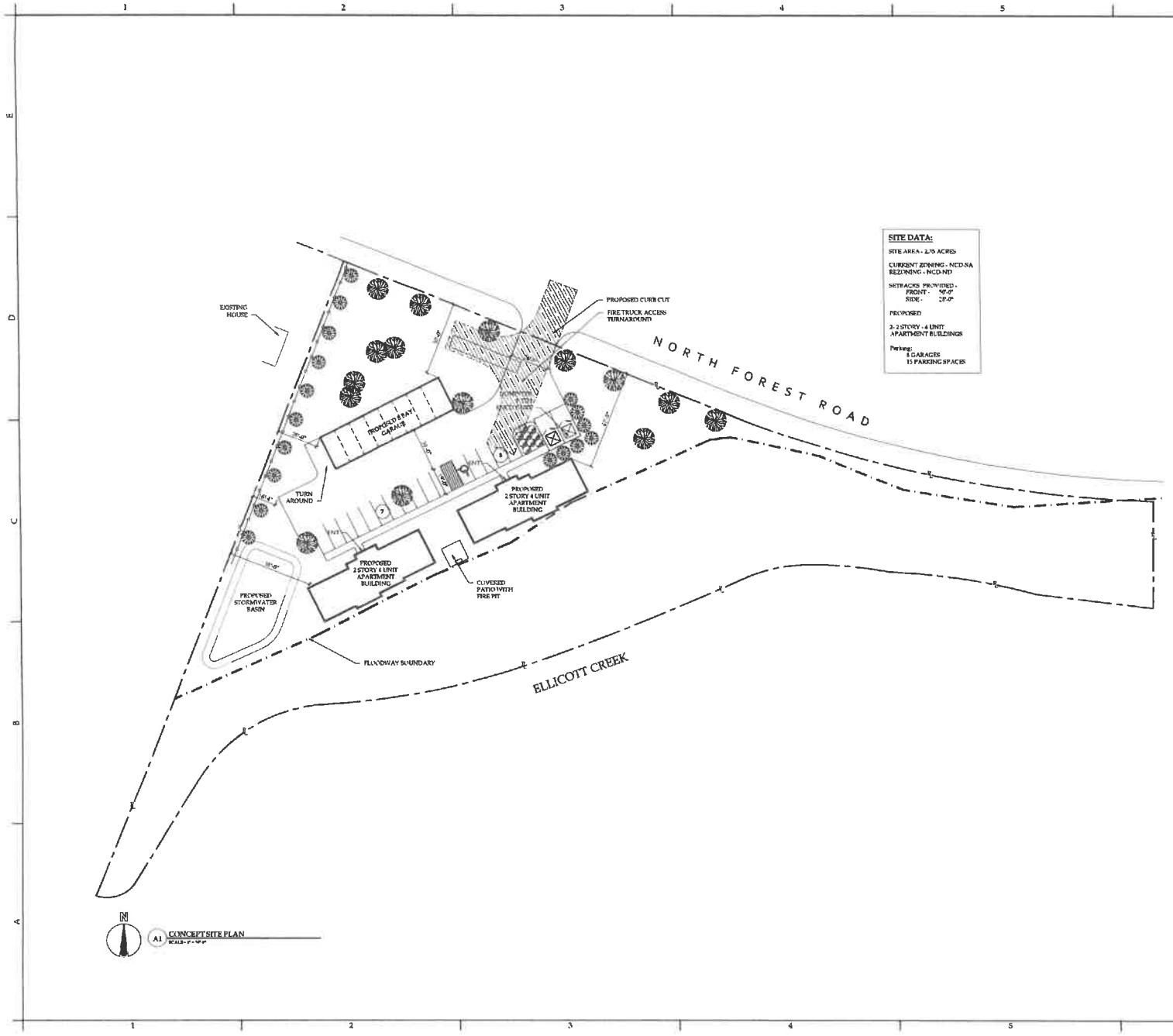
Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc. 11" x 17" copy updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21]

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon



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NORTH FOREST APARTMENTS

2160-2170 North Forest Rd
Amherst, ny

ISSUE:

SA PROJECT TEAM: PRINCIPAL P.Silvestri
PROJ. ARCH. S. Hunt DRAFTER W. Manhardt
JOB CAPT. _____ INTERIORS K. Hamann

SEAL:

TITLE:

CONCEPT SITE PLAN

SILVESTRI
ARCHITECTS · PC
3234 MILITARY/SPORT HWY PH. 716.691.0000
AMHERST NY 14221 FAX 716.691.4773

SA JOB #: 20060.02
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DRAWING #: AS-101

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

HSM

March 2, 2021

Karen Macris
2230 North Forest Road
Williamsville, NY 14221

Re: Application to Reclassify 2160 and 2170 North Forest Road from NCD-SA to NCD-ND and to Amend the Audubon Development Plan [Z-2020-06]
Applicant/Project Sponsor: Coromandel Estates Amherst LLC
File 10181.1

Dear Karen:

This letter is being sent to you to provide you with a project update. Based on the input received during the virtual public hearing held by the Town Board on February 22nd, the layout of the proposed project has been updated.

An 11" x 17" size copy of the updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21] is enclosed depicting the following modifications to the project layout:

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4. The proposed covered patio with a fire pit has been relocated so that it will between the 2 two-story four-unit buildings;

5. Landscaping and a fence has been added along the western boundary of the Project that is contiguous to 2180 North Forest Road; and

6. Landscaping has been added along the North Forest Road frontage of the Project Site.

The Town Board will be holding continuation of the virtual public hearing in connection with the pending request to reclassify the Project Site from NCD-SA to NCD-ND and to amend the Audubon Development Plan during its meeting on **Monday, March 8th at 7:00 p.m.**

If the Town Board approves the pending application, then the next step in the project review process will be to seek Site Plan approval from the Planning Board once the fully engineered plans

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-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

and related technical documentation have been prepared by Carmina Wood Morris DPC, the project engineering firm.

Please feel free to contact me with any questions at 510-4338 or via e-mail at shopkins@hsr-legal.com if you have any questions regarding this letter or the enclosed updated Concept Site Plan.

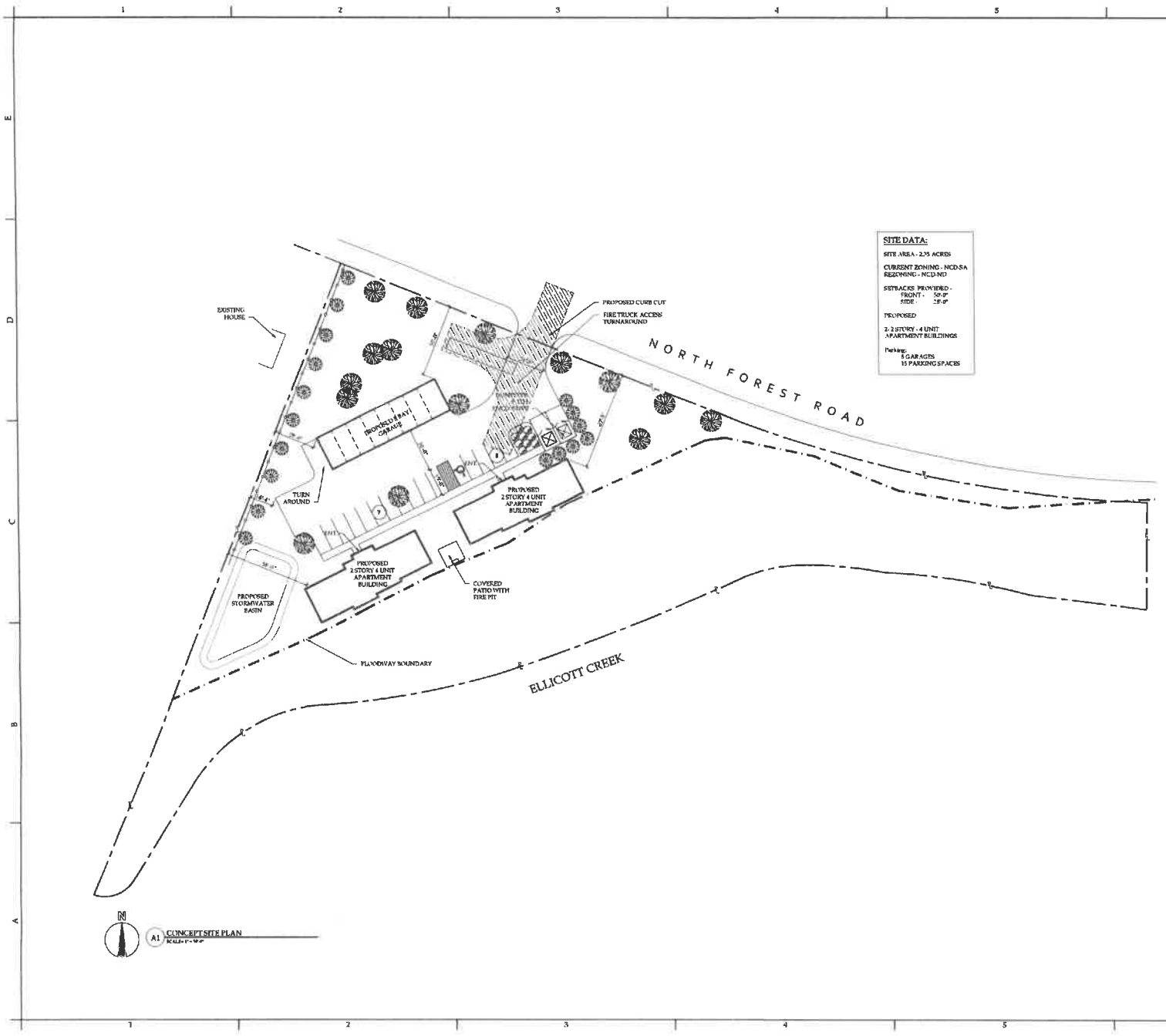
Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc. 11" x 17" copy updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21]

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon



NOTICE

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NORTH FOREST APARTMENTS

2160-2170 North Forest Rd
Amherst, ny

ISSUE:

SA PROJECT TEAM: PRINCIPAL P. Silvestri
PROJ. ARCH. S. Hynd DRAFTER W. Manhardt
JOB CAPT. _____ INTERIORS K. Hamann

SEAL:

TITLE:

CONCEPT SITE PLAN

SILVESTRI
ARCHITECTS - PC
1321 AIRLEPSPORT HWY PH. 716.691.0000
AMHERST NY 14221 FAX 716.691.4773

SA JOB #: 20060.02
DATE: 03/01/21
DRAWING #: AS-101

Public Hearing – Town of Amherst Town Board

Request to Approve Amendment #73 of the Audubon New Community Development Plan to Reclassify 2.35 acres of Land from NCD-SA to NCD-ND

Address: 2160 & 2170 North French Road

Petitioner: Coromandel Estates Amherst, LLC

(Z-2020-06)

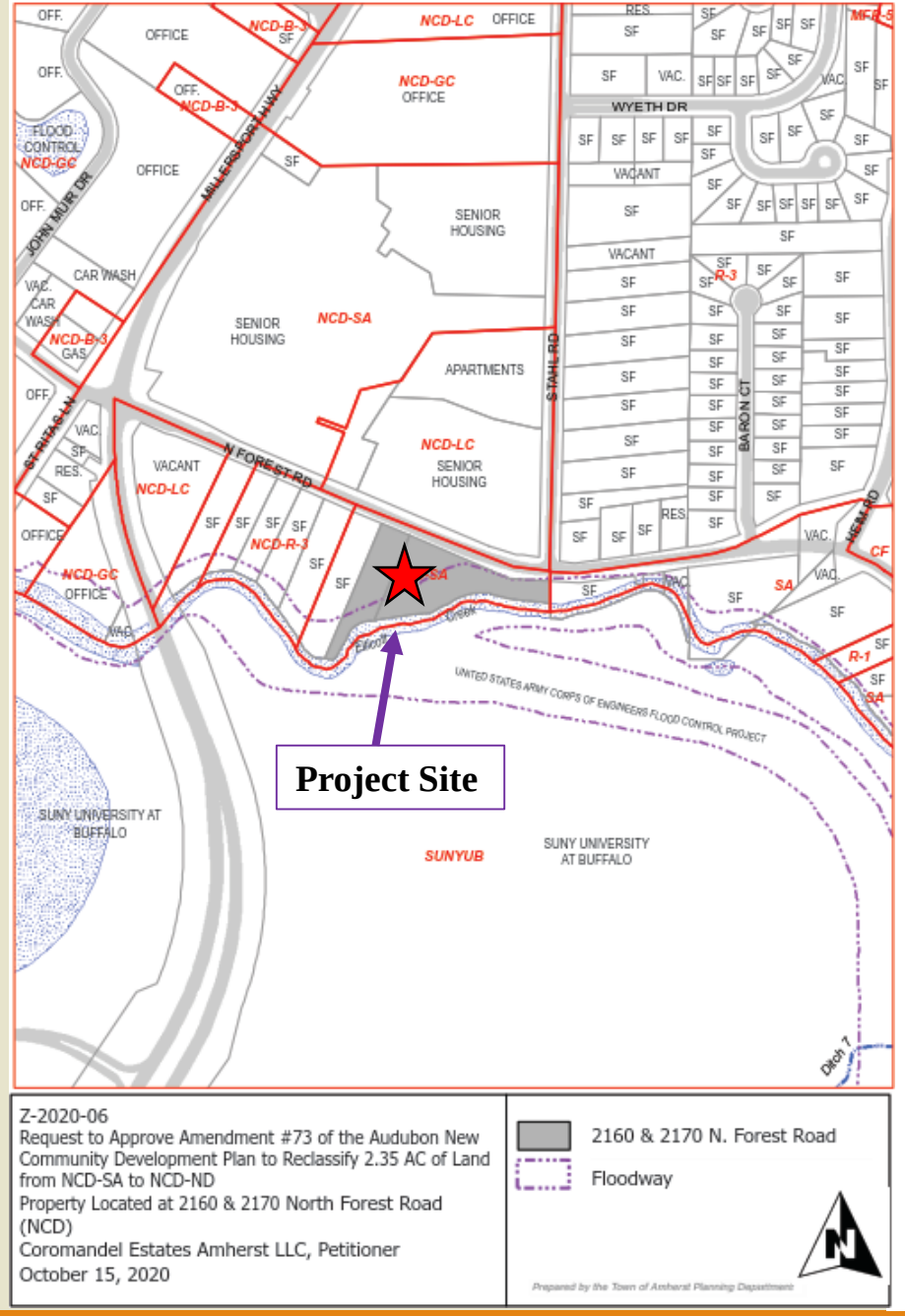
Attachment: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :

Location:

- South side of N Forest Road, approximately 900± feet southeast of the intersection of Millersport Hwy and N Forest Road; and located at the southwest corner of Stahl Road and N Forest Road intersection

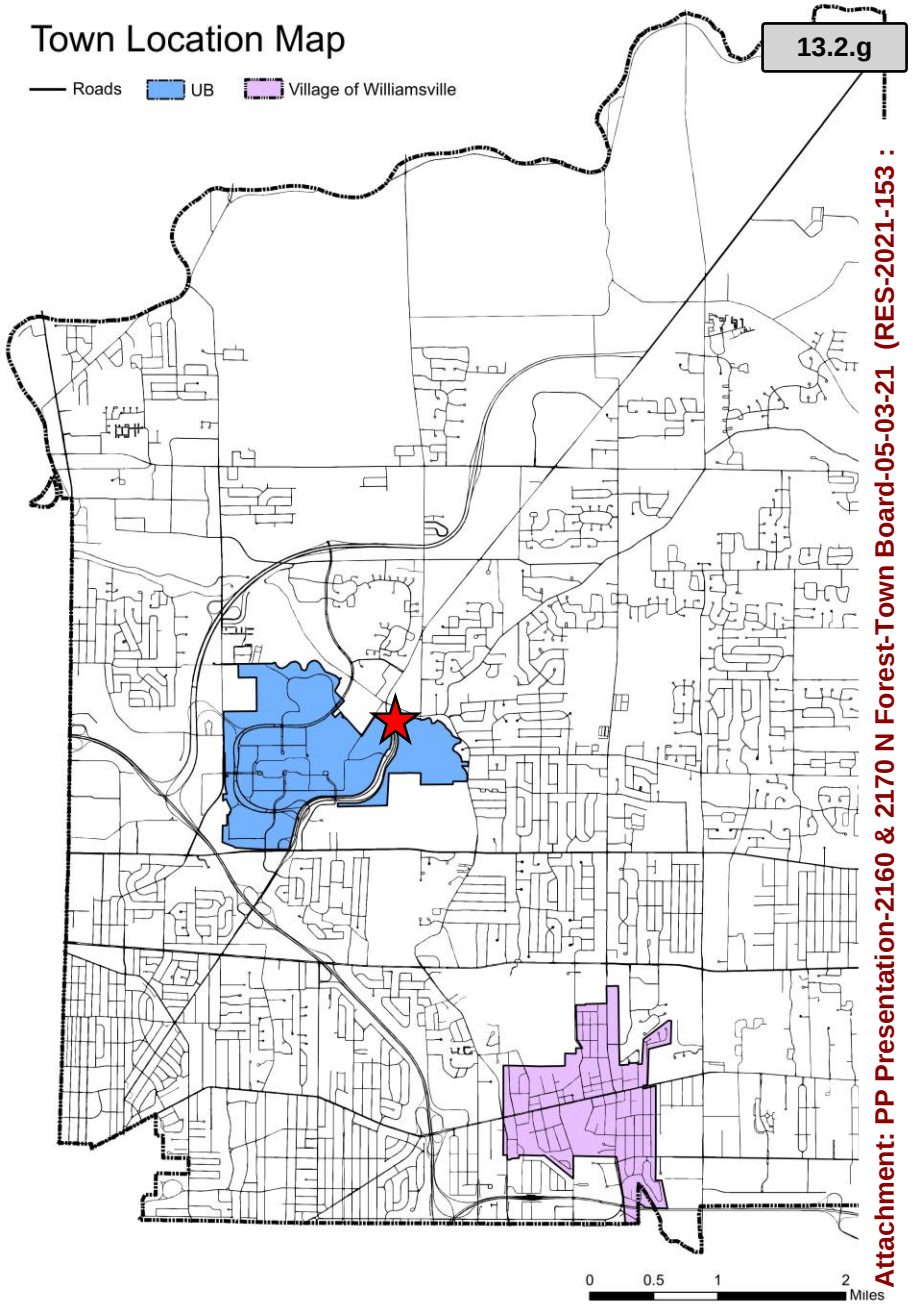
Zoning: New Community District – Suburban Agriculture ("NCD-SA")

Proposed Reclassification: New Community District – Neighborhood District ("NCD-ND"



Z-2020-06
Request to Approve Amendment #73 of the Audubon New Community Development Plan to Reclassify 2.35 AC of Land from NCD-SA to NCD-ND
Property Located at 2160 & 2170 North Forest Road (NCD)
Coromandel Estates Amherst LLC, Petitioner
October 15, 2020

2160 & 2170 N. Forest Road
Floodway



13.2.g

Attachment: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :)

Continuation of the Public Hearings held on February 22nd and April 5th [Not requesting issuance of a decision this evening]

Parcel Size:
2.35± acres

Neighboring Uses:

- Vacant land zoned NCD-SA adjacent to the east
- Single Family residential zoned NCD-R3 to the west and north east
- Asbury Pointe Retirement Community – Zoned NCD-LC to the North
- Vacant land owned by SUNY to the south on the opposite side of Ellicott Creek



Attachment: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :

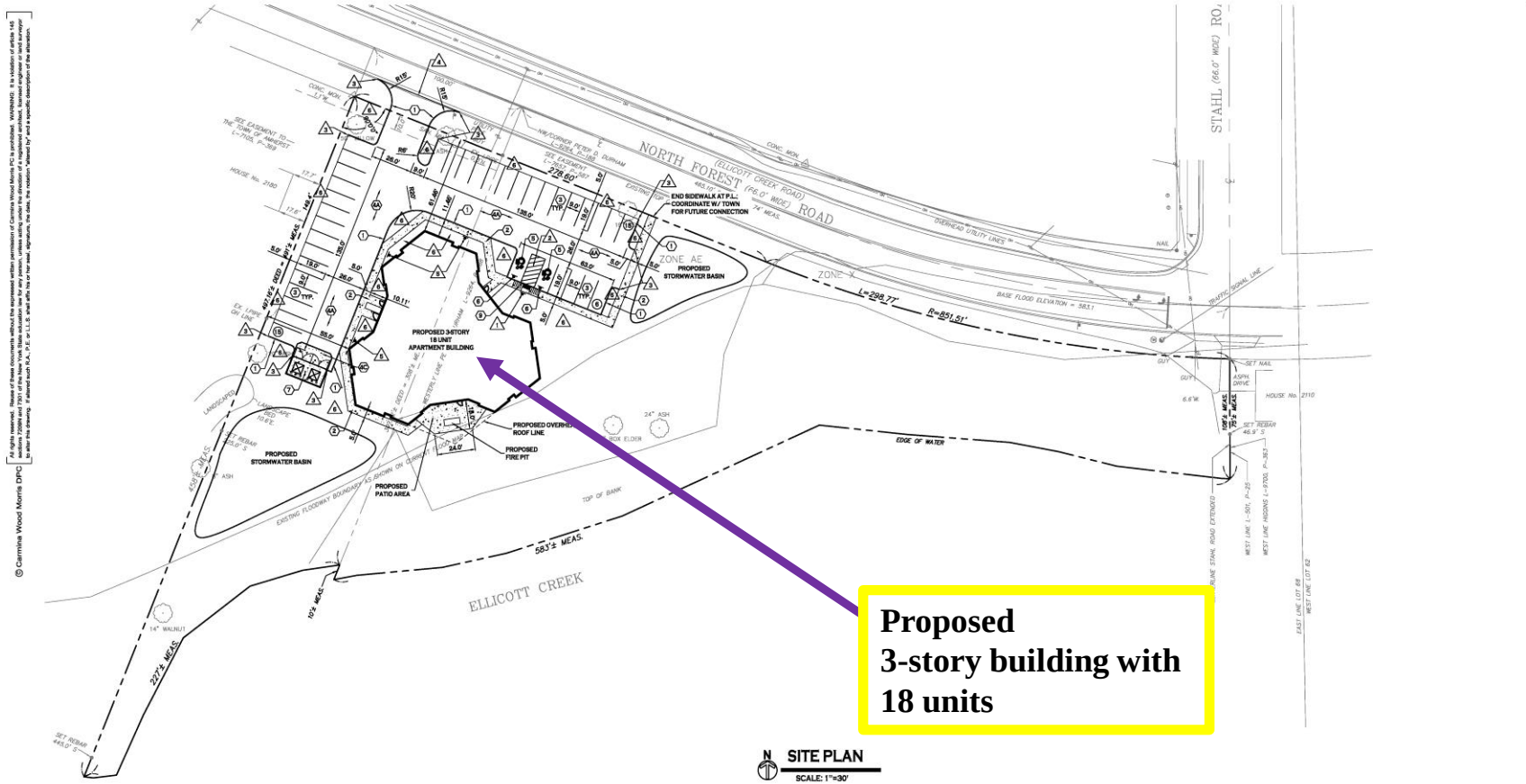
Project Description:

- Request to reclassify 2.35 acres of land from NCD-SA to NCD-ND, and a request to approve Amendment #73 of the Audubon New Community Development Plan
- Two 2-story multi-family building consisting of 8 attached residential units for lease and related site improvements.
- One driveway onto North Forest Road, access aisles, water and sanitary sewer lines and other necessary utility connections are included on the updated Concept Plan.
- The project is a Type I Action due to the proximity of the project site to Ellicott Creek, which is a flowing watercourse-any project within 100 ft. of a flowing watercourse is to be classified as Type I action per Town Local Law adopted in 1982.
- Letters with updated copy of the Concept Plan send to the individuals who spoke during the virtual public hearing held by the Town Board on February 22nd.

Attachment: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :

Original Concept Plan:

- 3-story building with 18 units and 36 parking spaces
- The originally proposed project layout updated based on input received regarding the original Concept Plan



N SITE PLAN
SCALE: 1"=30'

GENERAL NOTES:

1. INSTALL ALL MATERIALS TO MANUFACTURER'S RECOMMENDATIONS AND BEST STANDARDS OF TRADE INVOLVED.
2. SUBSTITUTIONS SHALL BE MADE ONLY WITH OWNER'S APPROVAL AND BE OF EQUIVALENT QUALITY TO WHAT IS SPECIFIED.
3. WORK SHALL BE COMPLETED IN STRICT ACCORDANCE WITH ALL LOCAL CODES AND OSHA SAFETY RULES AND REGULATIONS.
4. VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS AT THE SITE. NOTIFY OWNER & ENGINEER OF DISCREPANCIES IN CONDITIONS SHOWN ON DRAWINGS PRIOR TO PROCEEDING WITH THE WORK.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF ANY EXISTING STRUCTURES TO REMAIN AND ANY FINISH MATERIAL INSTALLED WHILE WORKING ON OTHER COMPONENTS.
6. CONTRACTOR SHALL KEEP JOB FREE OF DEBRIS AND MAKE FINAL CLEANUP TO SATISFACTION OF OWNER.
7. CONTRACTOR SHALL ASCERTAIN THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION SO THAT THIS WORK WILL NOT DISTURB EXISTING LINES AND/OR INSTALLATIONS. COORDINATE ALL WORK WITH THE APPLICABLE UTILITY COMPANIES.
8. ALL OTHER PERMITS REQUIRED BY STATE OF NEW YORK, COUNTY OF ERIE, AND TOWN OF AMHERST ARE THE RESPONSIBILITY OF THE CONTRACTOR/DEVELOPER/OWNER.

SITE NOTES:

1. ALL RADII SHALL BE 3'-0" UNLESS OTHERWISE NOTED.
2. ALL DISTURBED AREAS SHALL HAVE 4" MIN. OF TOPSOIL AND SEED.
3. ALL DIMENSIONS FROM PROPERTY LINES SHALL BE MEASURED PERPENDICULAR TO THE PROPERTY LINE.
4. CENTER ENTRANCE SIDEWALKS ON DOOR OPENINGS.
5. BUILDING DIMENSIONS ARE APPROXIMATE, REFER TO ARCHITECTURAL DRAWINGS FOR LAYOUT DIMENSIONS.

DETAIL LEGEND (SEE SITE DETAIL SHEET)

1. CONCRETE CURB
2. CONCRETE SIDEWALK, 5' WIDE UNLESS OTHERWISE NOTED
3. 90° PARKING STALL
4A. STANDARD DUTY ASPHALT
4C. EXTERIOR CONCRETE SLAB ON GRADE
5. HANDICAP PAVEMENT MARKINGS
6. HANDICAPPED PARKING SIGN
7. DUMPSTER ENCLOSURE
8. LIGHT POLE FOUNDATION
9. HANDICAP PAVEMENT RAMP

NOTE LEGEND

1. INSTALL "NO PARKING" SIGN, M.U.T.C.D. SIGN NO. R7-1C
2. 4" WIDE YELLOW PAINT STRIPE @ 45° & 2' O.C., INFILL AREA AS SHOWN
3. RUNOUT CURB IN 2' OR MATCH EXISTING CURB
4. MATCH EX. EDGE OF PAVEMENT, SAWCUT AS REQ'D TO ACHIEVE SQUARE EDGE TO MATCH
5. INSTALL "NO PARKING - FIRE LANE" SIGN, M.U.T.C.D. SIGN NO. R8-3
6. LANDSCAPED AREA - SEE LANDSCAPE PLAN, IF NO PLANTINGS, INSTALL TOPSOIL & SEED

SITE DATA

TOTAL SITE: 2.35 ACRES
ZONED: NC/HA-1(CURRENT) TO BE REZONED TO NC/ND
USE: PROPOSED 3-STORY 18 UNIT APARTMENT BUILDING

PARKING REQ'D: 2 SPACE PER UNIT,
18 UNITS x2 = 36 SPACES REQ'D,
36 SPACES PROVIDED.

SITE LEGEND

- PROPERTY LINE
- PROPOSED CONCRETE CURB
- PROPOSED CONCRETE SIDEWALK
- PROPOSED ASPHALT PAVEMENT
- PROPOSED SIGN
- PROPOSED PARKING NUMBER (37)
- PROPOSED LIGHT POLE
- PROPOSED WALL MOUNTED LIGHT

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS. CARMINA WOOD MORRIS, D.P.C. ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30 0 30 60FT.

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Carmina Wood Morris DPC
487 Main Street Suite 800
Buffalo, New York 14203
P 716.842.3155
F 716.842.0263

REVISIONS:
No. Description Date

PROJECT NAME:
Site Development Plans for:
Proposed 3-Story Apartment bldg
2160 - 2170 North Forest Road
Amherst, New York

Date: 08/2020
Drawn by: C. Wood
Scale: As Noted

DRAWING NAME:
Concept
Site Plan

DRAWING NO.
C-100
Project no.: 20.143

Concept Plan Presented on February 22nd:

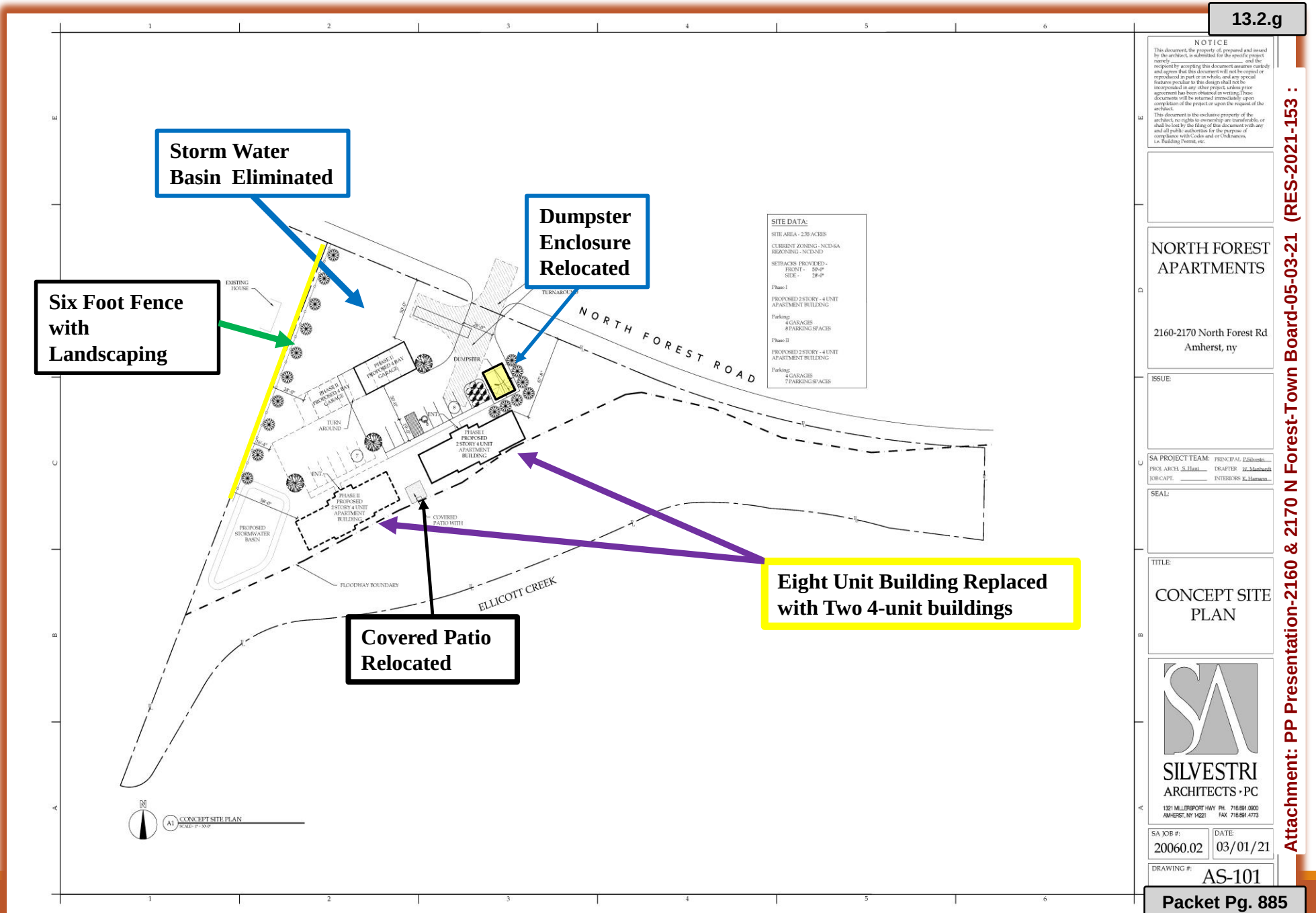
- Project layout had been updated based on input received regarding the original Concept Plan
- 2-story building with 8 units and 16 parking spaces [Density reduced by 56%]
- Low Density: 3.4 units per acre
- No impact to the regulated floodway



Attachment: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :

Updated Concept Plan presented during the Public Hearing on April 5th:

- Two 2-story buildings with 23 parking spaces [8 garage spaces] – 2.87 spaces per unit
- Stormwater basin eliminated along North Forest Road frontage
- Covered patio relocated
- Dumpster enclosure relocated
- 6 foot fence with landscaping added along property line with 2180 North Forest Road
- No impact on the regulated floodway



Attachment: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :

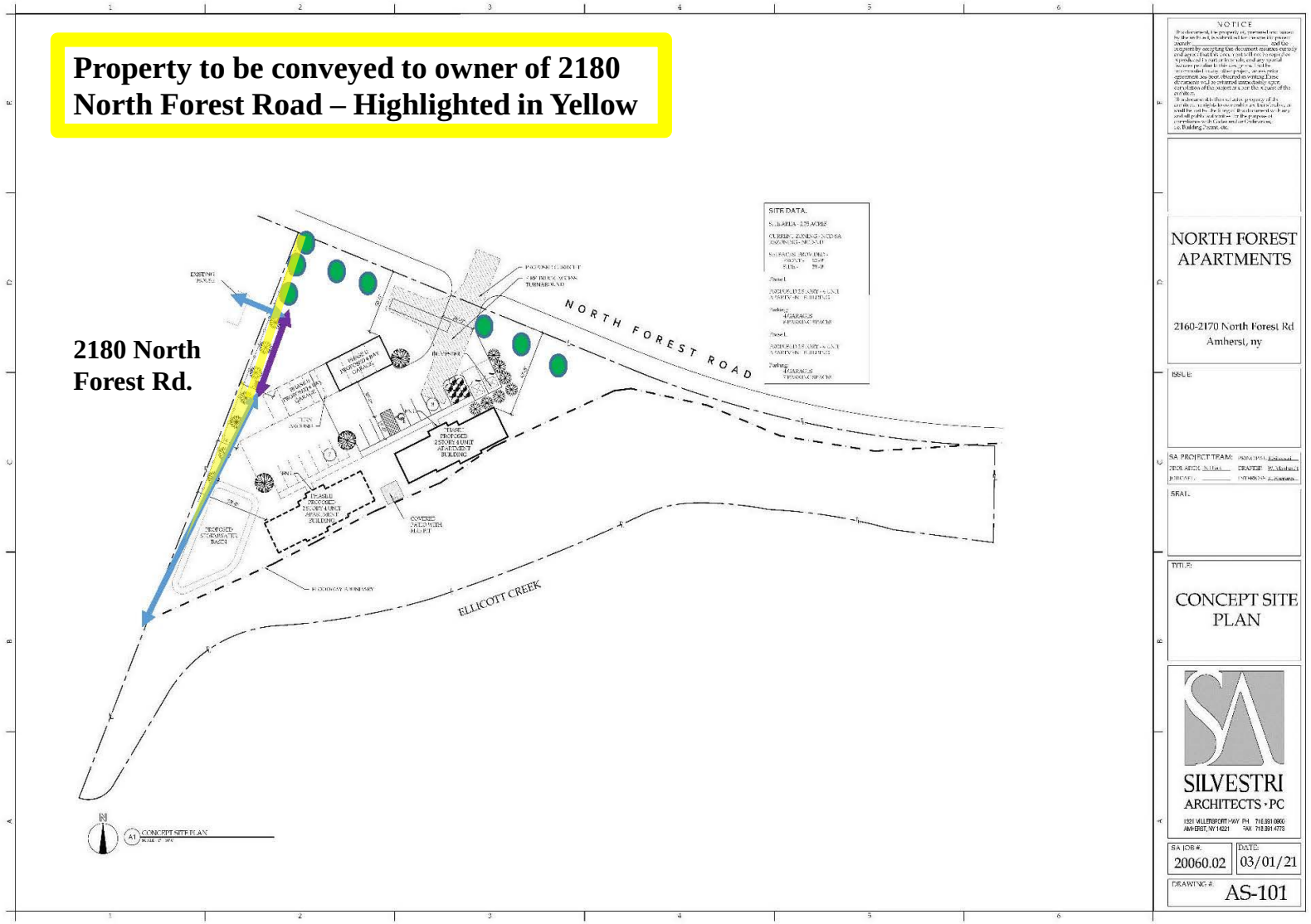
Updated Concept Plan:

Green: Landscaping along frontage of shared property line with 2180 North Forest Road and along North Forest Road frontage of the Project Site

Purple: 6 ft. fence beginning at front of home on 2180 North Forest Road located 15 ft. from existing property line

Blue: Ranch style open fence with height of approx. 3 ft. [same fence to be attached to existing home on adjacent property]

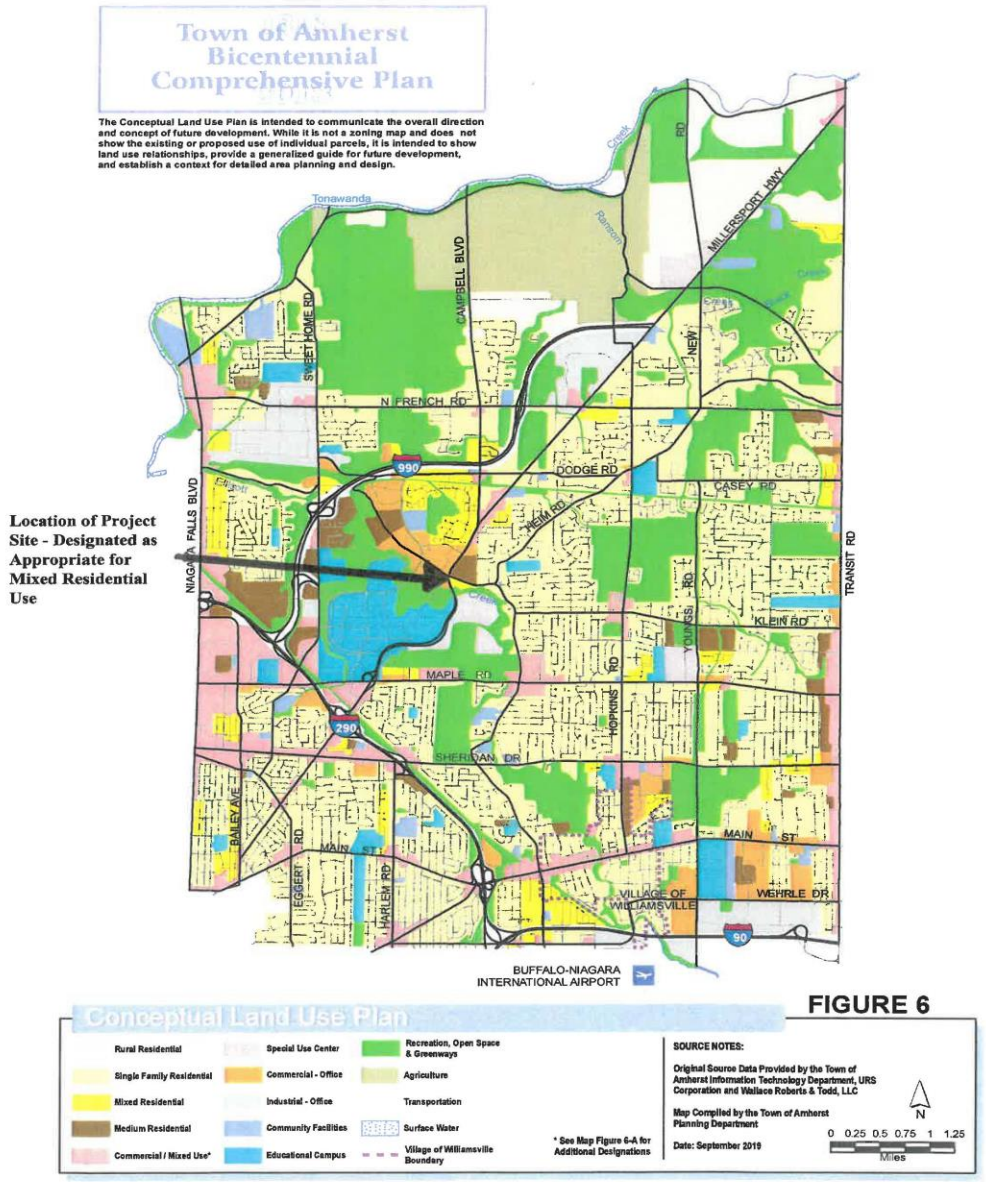
Yellow: 15 ft. of property to be conveyed to owner of 2180 North Forest Road upon the Applicant obtaining site plan approval and closing on the purchase of the Project Site.



Attachment: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :

Reclassification of Project Site from NCD-SA to NCD-ND:

- Recommended land use per Figure 6 of the Comprehensive Plan is Mixed Residential Use
- Mixed-Residential land use category is described in Chapter 3 of the Comprehensive Plan as being appropriate for a residential density of 4-12 units per acre - The density of the proposed project is only 3.4 units per acre.
- "Although longstanding policy has tended to favor low-density, single-family residential use, recent development trends have seen a substantial increase in the amount of new multi-family housing. The need for higher density housing will grow along with the component of the population that will increasingly choose smaller housing types, including retirees, empty nesters, singles, and other smaller household types."
- Current NCD-SA zoning is not consistent with the adopted Comprehensive Plan
- NCD-SA zoning only allow for agricultural uses and single-family dwellings on large lots.



Attachment: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :

State Environmental Quality Review Act ("SEQRA"):

- SEQRA's substantive requirements:
  - Identify the potential environmental impacts,
  - Hard Look at the identified impacts, and
  - Issue SEQRA determination supported by a reasoned elaboration
- Type I action due to proximity to Ellicott Creek
- Density reduced from 18 unit to 8 units [3.4 unit per acre – Density of 3.5 units per acre allowed in the R-3 zoning district]
- **No development in the regulated floodway – A floodplain development permit will be required from the Building Department**
- **No lighting spillover onto adjacent properties [Photometric Plan will be submitted with the Site Plan Application]**
- **The project is not a student housing project nor a short-term rental project**
- No wetlands per the Wetland Investigation Letter of Scott Livingstone of Earth Dimensions dated July 7, 2020
- Traffic: Single driveway onto North Forest Road - The trip generation rate for the peak weekday hour for the 8 proposed apartments per the ITE Trip Generation Report is 4.48 trips

Attachment: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :

State Environmental Quality Review Act ("SEQRA"):

- No impact determination letter issued by the NYS Office of Parks, Recreation and Historic Preservation on October 30, 2020
- On-site stormwater management system will comply with the stringent stormwater water quality and quantity standards of the New York State Dept. of Environmental Conservation including handling of a 100 yr. storm event
- Fully engineered plans, Engineer's Report and SWPPP will be required with future submission of a Site Plan Application
- Geotechnical Report prepared by Empire Geo Engineering Services dated September 17, 2020 – foundation design and site improvement based on soil conditions per NYS Building Code requirements

Approximate Depth and Elevation of Top of Bedrock

Test Boring	Approximate GroundSurface Elevation (feet)	Depth / Elevation ofTop of Bedrock (feet)
B-1	582.3	25.2 / 557.1 (C)
B-2	581.1	26.0 / 555.1 (AR)
B-3	579.5	26.5 / 553.0 (AR)
B-4	578.1	24.4 / 553.7 (C)
B-1 (2014)	581 +/-	26.0 / 555.0 (AR)
B-1 (Feb. 2020)	580.0	27.7 / 552.3 (AR)

WMA ENGINEERING DPC|DBA
EMPIRE GEO TECHNICAL ENGINEERING SERVICES

CORPORATE/ BUFFALO OFFICE
5167 South Park Avenue
Hamburg, NY 14075
Phone: (716) 649-8110
Fax: (716) 649-8051

ALBANY OFFICE
PO Box 2199
Ballston Spa, NY 12020
5 Knabner Road
Mechanicville, NY 12118
Phone: (518) 899-7491
Fax: (518) 899-7496

CORTLAND OFFICE
60 Miller Street
Cortland, NY 13045
Phone: (607) 758-7182
Fax: (607) 758-7188

ROCHESTER OFFICE
535 Summit Point Drive
Henrietta, NY 14467
Phone: (585) 359-2730
Fax: (585) 359-9668

September 17, 2020
Project No. WB-20-105
(SJB Project No. BE-20-105)

Postwork Capital
c/o Buffalo Automation
10236 Transit Road
East Amherst, New York
14051

Attn. Mr. Thiru Vikram, CEO

Re: Geotechnical Engineering Report
Proposed Elysium Apartment Complex
2160 North Forest Road
Town of Amherst, New York

Dear Mr. Vikram:

WMA Engineering DPC, dba Empire Geotechnical Engineering Services (Empire), is pleased to submit the enclosed Geotechnical Engineering Report for the above referenced project. We have also e-mailed you an electronic copy (pdf file format) of this report, for your use and for distribution. Please contact me should you have any questions or wish to discuss this report. Thank you for considering Empire for this work and we look forward to working with you through the completion of this project.

Sincerely,

WMA Engineering DPC, dba
Empire Geotechnical Engineering Services

Thomas R. Seider, P.E.
Geotechnical Engineer

Enc.: Geotechnical Engineering Report

A Woman Owned Firm

Attachment: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :

Planning Board's Recommendation:

- Planning Board held a public hearing on January 21st
- The Planning Board adopted a resolution by a unanimous 7-0 vote recommending that the Town Board:
  - Issue a negative declaration pursuant to SEQRA,
  - Approve the reclassification of the Project Site from NCD-SA to NCD-ND, and
  - Approve Amendment #73 to the Audubon New Community District Development Plan
- The Planning Board recommended the following condition: "That the petition include additional parking spaces beyond the 17 spaces shown on the concept plan at the site plan stage."
- Planning Board's findings in support of its favorable recommendation were as follows:
  - A. The proposed Revision to the Development Plan meets the intent and objectives of a New Community District as expressed in Subsection 1-1.1.
  - B. The proposed Revision to the Development Plan meets all the requirements of Section 5-2-3 through 5-2-6.
  - C. The proposed Revision to the Development Plan is conceptually sound in that it meets present and future community needs.
  - D. There are or will be adequate services and utilities available or proposed to be made available in the construction of the development.
  - E. **The proposed Amendment to the Development Plan is consistent with the Town Comprehensive Plan.**

Attachment: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :

Conclusion:

- Requesting that the Town Board:
  - 1. Issue a negative declaration pursuant to SEQRA,
  - 2. Approve the reclassification of the Project Site from NCD-SA to NCD-ND subject to appropriate conditions, and
  - 3. Approve Amendment #73 to the Audubon New Community District Development Plan subject to the condition recommended by the Planning Board as follows: “That the petition include additional parking spaces beyond the 17 spaces shown on the concept plan at the site plan stage.” [The updated Concept Plan depicts 23 parking spaces]
- Questions…

Attachment: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :

3 May 2021

Francina J. Spoth, Town Clerk
Town of Amherst
5583 Main Street
Williamsville, New York 14221

Via email to: fspoth@amherst.ny.us

Re: Public Hearing of the Town Board held on May 3, 2021
Request to Amend the Land Use Classification of 2160 and 2170 North Forest Road

To: MEMBERS of the TOWN BOARD:

Kindly accept my apology for my inability to communicate via zoom last evening. I was able to hear portions of the proceedings, but whether "muted" or "unmuted", was simply unable to be heard. This particular problem was a first for me and was extremely frustrating. I did hear that the hearing was being closed, but I ask your indulgence in considering the following comments I intended to make last evening.

I did meet at the property with Mr. Hopkins to discuss some issues my wife and I had specific to our ownership of the adjoining property. Mr. Hopkins was extremely professional and concessions were made regarding those issues. However, the resolution of the matter was complicated further by the Petitioner's new proposal to do the development in phases. We strongly object to that process. The dust, dirt, noise and inconvenience of construction would be unbearable if it had to be endured twice. I note that the developer wishes to avail itself of all hours of construction operations allowable under law, including Sundays, if needed. Under the circumstances, two phases of construction would be one too many. It should also be noted that the Petitioner's prior concept plans for more units did not require more than one phase. Why two phases should be necessary for a smaller project is perplexing.

That being said, my neighbors and I remain opposed to this project as it is simply too big and the intended use is simply incompatible with the character of the neighborhood as a single family development. I believe we have provided ample justification for this Board to deny the proposed petition. Please consider the following points:

- This is an apartment complex which belongs on the West side of Millersport Highway – not the East side. The West side is inundated with similar projects. The East side is fully developed with single family homes, with the sole exception of this one vacant parcel which sits in the middle of single family homes.

- A similar proposal for the corner of North Forest and Millersport (a commercial highway) was not approved. It is inconsistent to allow the same type of project further up North Forest.

Attachment: Town of AMHERST BOARD LTR - Hausbeck (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

- The majority of the site (more than 50%) is in a floodway and cannot be developed even if the petition was to be approved.

- If 8 units were to be approved for the remaining 1.1 acres, the project would have a de facto density of 7.3, well in excess of the maximum density of 5 allowable under the Town Zoning Ordinance 5-2-6.

- The Petitioner's repeated assertion that the proposal is "consistent" with the Town's Comprehensive Plan is simply **not** binding on this Board. The Plan clearly states that it is intended to be **"flexible".** The Plan is **not** a zoning map and it is **not** meant to dictate land use.

In addition to the above, we have raised a number of issues about whether the site itself is suitable for this type of development due to documented flooding, documented erosion issues, and documented uncontrolled and un-engineered filling of portions of the site which were at one time part of Ellicott Creek.

The Board is certainly within its rights to reject the petition and I urge it to do so.

Thank you for your consideration.

Sincerely,

Joseph Hausbeck

Attachment: Town of AMHERST BOARD LTR - Hausbeck (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Town Clerk
Initiated by: **Kathleen Cooper**
Co-Sponsored by:

DOC ID: 23525 **RESOLUTION 2021-678** **REMOVED**

10060 & 10090 Transit Road Rezoning

DRAFT RESOLUTION
(August 9, 2021)

Adoption of Local Law to Amend the Zoning Map
(10060 & 10090 Transit Road & Z-2019-06)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR have been completed and the Town Board issues the attached Negative Declaration, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of June 24, 2021 that the proposed Center 2.5 District (CTR-2.5), Multifamily Residential District Five (MFR-5) and Residential District Three (R-3) zoning at 10060 & 10090 Transit Road 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:

1. An agricultural data statement be provided with any application for development as required by Erie County Department of Environment and Planning (ECDEP).

2. That the subject area be removed from Agricultural District 17 - Amherst prior to submittal of any application for site development as required by ECDEP.

3. As required by New York State Department of Transportation (NYSDOT) a revised Traffic Impact Study (TIS) be provided with any application for development.

4. That the Petitioner address concerns of the New York State Department of Transportation (NYSDOT) during future development review.

8/09/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was opened at 7:16 PM.

Jeffery Palumbo, Esq. presented and answered questions from the Board.

The following speakers addressed the Town Board:
Matt Fitzgerald, Esq., Phillips Lytle LLP, spoke in opposition on behalf of the Ransom Oaks Community Corp. and their several concerns
Colleen Bogdan, 108 Summershade Ct. - Questioned detailed reports that are not included or signed off by Engineer; Spot rezoning; not consistent with neighborhood; the neighborhood is opposed
Steve Massaro, 1116 Smith Rd. - Flooding problems; grossly oversized project; traffic
William Klein, 28 Oak Hill Ct. - Water tables; traffic on Smith; cut through on Ruby Lane.; home values
Colleen Daumen, 418 Glen Oak Dr. - Additional stress of traffic, water, sewage & to fire departments
Rick Mullaney, 25 Honey Suckle Way - Voiced his concerns

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the public hearing until Sept. 13th, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was adjourned at 8:04 PM.

9/13/2021

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 7:25 PM.

Jeffery Palumbo, Esq. presented and answered questions from the Board.

There were no speakers from the public, therefore Supervisor Kulpa moved to adjourn the public hearing and set a decision date for October 18th. The motion was seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was adjourned at 7:30 PM.

10/18/2021

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was opened at 7:03 PM.

Jeffery Palumbo, Esq. provided an update and answered questions from the Board.

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 7:05 PM.

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

D R A F T (August 9, 2021)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: Z-2019-06

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

Date:

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

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

Title of Action: Rezoning Request.

SEQR Status: Type I action.

Description of Action: Rezoning of 29.21± acres of land from Suburban Agriculture District (SA) and Motor Service District (MS) to 2.95± acres of Center 2.5 District (CTR-2.5), 12.73 ± acres of Multifamily Residential District Five (MFR-5) and 13.57 ± acres of Residential District Three (R-3) to allow for the future use and development of the site for, four mixed-use buildings fronting on Transit Road which would include 23,400± sq. ft. of commercial space in the proposed CTR-2.5 zoning district; 28 single family lots and 7 townhouse buildings in the proposed MFR-5 zoning district; and 26 single family lots in the proposed R-3 zoning district area.

Location: 10060 & 10090 Transit Road, Town of Amherst, Erie County, New York

Petitioner: Forbes Capretto Homes

Attachment: Z-2019-06_Draft Neg Dec_Transit 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Full Environmental Assessment Form (EAF) - Part 1, a complete rezoning application, and concept plan, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed rezoning of 29.21± acres of land from Suburban Agriculture District (SA) and Motor Service District (MS) to 2.95± acres of Center 2.5 District (CTR-2.5), 12.73 ± acres of Multifamily Residential District Five (MFR-5) and 13.57 ± acres of Residential District Three (R-3) to allow for the future use and development of the site for, four mixed-use buildings fronting on Transit Road which would include 23,400± sq. ft. of commercial space in the proposed CTR-2.5 zoning district; 28 single family lots and 7 townhouse buildings in the proposed MFR-5 zoning district; and 26 single family lots in the proposed R-3 zoning district area will not have a significant impact on the environment, as follows:

1. The project is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. The Town Engineering Department on April 20, 2021 reviewed the application and EAF submitted on March 31, 2021 and Stormwater Management System Summary Report received on March 9, 2021, and had no objection to or comments. The Engineering Department notes that upon subsequent development submissions for this development the petitioner will be required to expand the hydraulics modeling report to indicate similar analysis for Town ditch 26D1 from a point 2,000 feet upstream of the Transit Road culvert through the proposed development and downstream to its confluence with Black Creek on the proposed rezoning.

2. The project will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. A Landscape/Tree preservation Plan shall be required of the applicant upon submittal of a site plan application for development of the site at which stage all landscape requirements of the Zoning Ordinance will be met.

3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The project will comply with all regulations of the Town Zoning Ordinance before final site plan approval is granted. The Town Building Department on May 18, 2021 reviewed the application and EAF submitted on March 31, 2021 and has no objection or comments on the proposed rezoning.

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.

Attachment: Z-2019-06_Draft Neg Dec_Transit 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The subject request is for rezoning from SA and MS to CTR-2.5, MFR-5 and R-3. Neighboring uses are residential and commercial and zoned SA, R-3 and General Business District (GB); therefore, the project is consistent with surrounding land use.

6. The proposed rezoning to CTR-2.5, MFR-5 and R-3 for the proposed four mixed-use buildings which would include 23,400± sq. ft. of commercial space, 54 single family lots and 7 townhouse buildings will not cause a major change in the use of either the quantity or type of energy.

7. The rezoning to CTR-2.5, MFR-5 and R-3 for the proposed four mixed-use buildings fronting on Transit Road which would include 23,400± sq. ft. of commercial space, 54 single family lots and 7 townhouse buildings will not create any hazard to human health.

8. The rezoning to CTR-2.5, MFR-5 and R-3 may cause a substantial change in the use, or intensity of use, of land particularly agricultural, land which is being actively used. However, the proposed four mixed-use buildings which would include 23,400± sq. ft. of commercial space, 54 single family lots and 7 townhouse buildings will be consistent with the scale of surrounding land uses.

9. The rezoning to CTR-2.5, MFR-5 and R-3 for the proposed four mixed-use buildings which would include 23,400± sq. ft. of commercial space, 54 single family lots and 7 townhouse buildings will increase the number of people using the site over its previous level of use.

10. The Town Traffic/Safety Board on May 12, 2021 reviewed the application and EAF submitted on March 31, 2021 and Traffic Impact Study received on March 9, 2021 and had no objection to and recommends that the internal street network be designed to calm and discourage cut-through traffic. The New York State Department of Transportation on May 24, 2019 commented that the proposed uses shown on the Concept Plan, with additional traffic generated by the proposed development may have a significant impact to traffic on the State Highway System, requiring a Traffic Impact Study to be prepared. Additionally, NYSDOT will allow only one curb cut/roadway to service this site along Transit Road and it should be located opposite Lapp Road. All indications are that through any mitigation required by the traffic study or implementation of NYSDOT requirements that significant negative traffic impacts are not expected to result from the proposed project.

11. Coordinated reviews of the project have been undertaken by Town Departments including Building on May 18, 2021, Engineering on April 20, 2021, Traffic/Safety Board on May 12, 2021, Assessor on April 5, 2021, Fire Chiefs' Council on April 7-2021, and Right-of-Way Agent on April 2, 2021 along with outside agencies including Erie County Department of Environment & Planning on May 24, 2019, and New York State

Attachment: Z-2019-06_Draft Neg Dec_Transit 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

Department of Transportation on May 24, 2021. These reviews have not identified any significant environmental issues and indicate that the rezoning request 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

BK/SM/ac

X:\Current_Planning\Files\Rezonings\2019\Z-2019-06_(10060_&_10090_Transit_Rd)_2019\Z-2019-06_Draft Neg Dec_080921.docx
cc: Amherst Town Clerk
Amherst Building Department
ECDEP
NYSDEC
NYSDOT
Forbes Capretto Homes, 470 Cayuga Rd., Cheektowaga, NY 14225
Jeffrey Palumbo, Esq, Barclay Damon, LLP, 9276 Main St., Ste. 3, Clarence, NY 14031

Attachment: Z-2019-06_Draft Neg Dec_Transit 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

LOCAL LAW NO. _____-202_

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A LOCAL LAW AMENDING CHAPTER 203 OF THE TOWN OF AMHERST CODE, KNOWN AS THE ZONING ORDINANCE, TO REZONE 10060 TRANSIT ROAD and 10090 TRANSIT ROAD FROM SA/MS TO R3/MFR5/CTR-2.5 AND TO AMEND THE ZONING MAP ACCORDINGLY

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

Section 1. Title.

This Local Law shall be referred to as, "A Local Law Amending the Zoning of 10060 Transit Road and 10090 Transit Road."

Section 2. Legislative Findings and Intent.

The Town Board of the Town of Amherst finds that an application to rezone 10060 Transit Road and 10090 Transit Road from SA – Suburban Agricultural / MS – Motor Services to R-3 Residential 3 / MFR-5 – Multifamily Residential District 5 / CTR-2.5 – Center 2.5 zoning has been filed and is in proper order. The Town Board further finds that the rezoning is consistent with the Comprehensive Plan.

Section 3. Amherst Zoning Map.

The Town Board hereby amends its zoning map which is incorporated by reference in the Town zoning code by amending from SA – Suburban Agricultural / MS – Motor Services to R-3 Residential 3 / MFR-5 – Multifamily Residential District 5 / CTR-2.5 – Center 2.5 the zoning of 10060 Transit Road and 10090 Transit Road, **subject to any conditions imposed by the authorizing resolution**; legally described as follows:

LANDS TO BE REZONED TO R-3

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 57 in Township 13 and Lot No. 102 in Township 12, Range 7 of the Holland Land Company's Survey and bounded and described as follows:

BEGINNING at a point in the northeasterly line of Smith Road being (66.0 feet wide) said point being the southwest corner of Sublot 2 as shown on a map filed in the Erie County Clerk's office

Attachment: LL for 10060 & 10090 -2 Transit Road (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

under Map cover 2044;

THENCE southeasterly along said northeasterly line of Smith Road a distance of 224.73 feet to an angle point;

THENCE southeasterly continuing along said northeasterly line of Smith Road a distance of 159.64 feet to the southwest corner of Sublot 5 as shown on said Map Cover 2044;

THENCE easterly on a line parallel with the north line of said Lot No. 102 a distance of 239.60 to a point in the centerline of a ditch;

THENCE southeasterly along the centerline of said ditch a distance of 468 feet more or less to a point;
THENCE through the property of lands conveyed to Herbert A. Lotter and Theresa P. Lotter by deed recorded in liber 11153 of deeds at page 5058 the following three (3) courses and distances:

1) Northeasterly along the centerline of a ditch more or less a distance of 284
   feet more or less to a point;
2) Northeasterly a distance of 197 feet more or less to a point;
3) Northerly 244 feet more or less to a point on a northerly line of said Lotter's
   land;

THENCE northerly on a line parallel with said west line of Transit Road a distance of 180.00 feet to a point;

THENCE westerly on a line parallel with the south line said Lot No. 57 a distance of 976.52 feet to the point;

THENCE southerly on a line forming an interior angle of 90%00' a distance of 208.92 feet to the point;

THENCE westerly on a line parallel with the south line said Lot No. 57 a distance of 250 feet to the point of BEGINNING.

LANDS TO BE REZONED TO MFR-5

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 57 in Township 13 and Lot No. 102 in Township 12, Range 7 of the Holland Land Company's Survey and bounded and described as follows:

COMMENCING at a point in the westerly line of Transit Road being (66.0 feet wide) said point being the southeast corner of Sublot 21 as shown on a Subdivision Map filed in the Erie County Clerk's office under Map cover 2044;

Attachment: LL for 10060 & 10090 -2 Transit Road (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

THENCE westerly on a line parallel with the south line said Lot No. 57 a distance of 205.12 feet to the point of BEGINNING.

THENCE southerly on a line parallel with said west line of Transit Road being 205.00 feet westerly at right angles from said west line a distance of 626.40 feet to a point;

THENCE westerly parallel with the north line of said Lot No. 102 a distance of 917 feet more or less the centerline of a ditch;

THENCE northerly along the centerline of said ditch a distance of 192 feet more or less to a point;

THENCE through the property of lands conveyed to Herbert A. Lotter and Theresa P. Lotter by deed recorded in liber 11153 of deeds at page 5058 the following three (3) courses and distances:

1) Northeasterly along the centerline of a ditch more or less a distance of 284 feet
   more or less to a point;
2) Northeasterly a distance of 197 feet more or less to a point;
3) Northerly 244 feet more or less to a northerly corner of said Lotter's land;

THENCE easterly on a line parallel with the south line said Lot No. 57 a distance of 460.00 feet to the point;

THENCE southerly on a line parallel with said west line of Transit Road a distance of 120.00 feet to a point;

THENCE easterly on a line parallel with the south line said Lot No. 57 a distance of 44.88 feet to the point of BEGINNING.

LANDS TO BE REZONED TO CTR-2.5

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 57 in Township 13 and Lot No. 102 in Township 12, Range 7 of the Holland Land Company's Survey and bounded and described as follows:

BEGINNING at a point in the westerly line of Transit Road being (66.0 feet wide) said point being the southeast corner of Sublot 21 as shown on a Subdivision Map filed in the Erie County Clerk's office under Map cover 2044;

THENCE southerly along said easterly line of Transit Road a distance of 626.40 feet to the southeast corner of Sublot 16 as shown on said Map cover 2044;

THENCE westerly parallel with the north line of said Lot No. 102 a distance of 205.12 feet to a point;

Attachment: LL for 10060 & 10090 -2 Transit Road (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

THENCE northerly on a line parallel with said west line of Transit Road being 205.00 feet westerly at right angles from said west line a distance of 626.40 feet to a point;

THENCE easterly on a line parallel with the south line of said Lot No. 57 a distance of 205.12 feet to the point of BEGINNING.

BEGINNING at a point in the northeasterly line of Smith Road being (66.0 feet wide) said point being the southwest corner of Sublot 2 as shown on a map filed in the Erie County Clerk's office under Map cover 2044;

THENCE through the property of lands conveyed to Herbert A. Lotter and

Section 4. Validity.

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

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

Section 5. Effective Date.

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

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

Attachment: LL for 10060 & 10090 -2 Transit Road (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Dir

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

Town Board Agenda of August 9, 2021

July 30, 2021

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

Subject: Request to rezone 29.21± acres of land from Suburban Agriculture District (SA) and Motor Service District (MS) to Center 2.5 District (CTR-2.5), Multifamily Residential District Five (MFR-5) and Residential District Three (R-3); property located at 10060 & 10090 Transit Road. Forbes Capretto Homes, Petitioner. (Z-2019-06).

Honorable Members:

The subject properties comprise a 29.21± acre irregularly shaped area located on the west side of Transit Road, 1,370± ft. north of Smith Road opposite Lapp Road in the Town of Clarence. The subject properties have 626.4± ft. of frontage on Transit Road, 384.37± frontage on Smith Road and 50± ft. of frontage at the southern terminus of Ruby Lane. The requested CTR-2.5 zoned area is 2.95 ± acres, the MFR-5 zoned area is 12.73 ± acres, and the R-3 zoned area is 13.57 ± acres.

The site located at 10060 Transit Road is vacant land currently used for agricultural purposes with the southwest portion characterized by a successional wooded area. The site located at 10090 Transit Road is occupied by a 3 bedroom, 2,259 sq. ft. single-family residence, detached garage and small garage/storage building near Transit Road.

The parcel located at 10060 Transit Road is currently located in the Erie County Agricultural District.

Town Ditch #26D1 "*Hickory Creek*" crosses through the center and along the west sides of this property close to the Smith Road frontage. Town Ditch #26D1A which is an unnamed ditch from Clarence runs under Transit Road, enters the site in the southwest corner and intersects Town Ditch #26D1 in the western portion of the property.

Transit Road is a NYSDOT highway designated as a major arterial roadway; Smith Road is an Erie County highway designated as a collector roadway.

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

Honorable Town Board

Rezone land from SA & MS to CTR-2.5, MFR-5 & R-3
property located at 10060 & 10090 Transit Road
Agenda of August 9, 2021

Based upon the concept plan provided the purpose of this request is to allow for the future development of four mixed-use buildings fronting on Transit Road which would include 23,400± sq. ft. of commercial space in the proposed CTR-2.5 zoning district; 28 single family lots and 7 townhouse buildings in the proposed MFR-5 zoning district; and 26 single family lots in the proposed R-3 zoning district area. The proposed roadway network shows a central roadway connecting Transit Road to Smith Road, a private roadway/driveway servicing the town house portion of the proposed development that connects Transit Road to the proposed central roadway, and a connection from the central roadway to the existing terminus of Ruby Lane.

The subject properties were zoned Suburban Agriculture (SA) and Motor Service (MS) with adoption of the Town-wide zoning map and ordinance on January 19, 1976.

The Town Board on September 20, 2020 amended the Town of Amherst Bicentennial Comprehensive Plan to extend the commercial/mixed use designation from its terminus at the intersection of Smith and Transit Roads northerly to encompass the frontage of the subject parcels (BCPA-2019-01).

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

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

The request is consistent with the Town of Amherst Bicentennial Comprehensive Plan's Conceptual Land Use Plan which projects single family residential development for the proposed subject R-3 zoned area and a portion of the proposed MFR-5 zoned area and mixed use development for the proposed CTR-2.5 zoned area.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

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

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The subject property is surrounded by residential uses to the north, south and west that are zoned Suburban Agriculture District (SA) and Residential District Three (R-3). Since an extension of the mixed-use zoning would extend from the Swormville Center to the north along Transit Road, it is considered compatible with other similar uses along this corridor.

ADEQUATE SERVICES AND UTILITIES

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

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

Honorable Town Board

Rezone land from SA & MS to CTR-2.5, MFR-5 & R-3
property located at 10060 & 10090 Transit Road
Agenda of August 9, 2021

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

OTHER CONSIDERATIONS

To address issues and or concerns raised by the Erie County Department of Environment and Planning (ECDEP) and the New York State Department of Transportation (NYSDOT) as part of this rezoning request the following conditions should be incorporated into any approval of the rezoning action:

1. An agricultural data statement be provided with any application for development as required by Erie County Department of Environment and Planning (ECDEP).

2. That the subject area be removed from Agricultural District 17 – Amherst prior to submittal of any application for site development as required by ECDEP.

3. As required by New York State Department of Transportation (NYSDOT) a revised Traffic Impact Study (TIS) be provided with any application for development.

4. That the Petitioner address concerns of the New York State Department of Transportation (NYSDOT) during future development review.

RECOMMENDATION

The Planning Board recommends that your Honorable Body concur with the Planning Board's findings relative to SEQR and issue the attached Negative Declaration, and that the subject request be **approved** based on the attached resolution.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/SM/ac
Att.
X:\Current_Planning\Files\Rezonings\2019\Z-2019-06_(10060_&_10090_Transit_Rd)_2019\Z-2019-06_Town_Bd_Letter_07302021.doc
cc: Stanley Sliwa, Town Attorney

Planning Board Approval June 24, 2021
Ayes 4; Noes 2 (Chmiel, Penberthy), Absent (Gelber)

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2019-06

PETITIONER

Forbes Capretto Homes
c/o Jeffery Palumbo
9276 Main Street, Suite 3
Clarence, NY 14031

PROPERTY LOCATION

10060 & 10090 Transit Rd.

WHEREAS the Town of Amherst Planning Board on Thursday, May 20, 2021 held a virtual public hearing on the proposed rezoning of 29.21± acres of land from Suburban Agriculture District (SA) and Motor Service District (MS) to Center 2.5 District (CTR-2.5), Multifamily Residential District Five (MFR-5) and Residential District Three (R-3), and

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

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

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

A. The proposed zoning and development plan is generally consistent with policies of the Comprehensive Plan and the Zoning Ordinance and is consistent with the Conceptual Land Use Plan which projects single family residential development for the proposed subject R-3 zoned area and a portion of the proposed MFR-5 zoned area and mixed use development for the proposed CTR-2.5 zoned area in this area of the Town.

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

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

D. The subject property is suitable or will be made for suitable for the uses permitted by the current versus the proposed district.

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

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

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2019-06

PETITIONER	PROPERTY LOCATION
Forbes Capretto Homes	10060 & 10090 Transit Rd.

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

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

The foregoing resolution was adopted by the Town of Amherst Planning Board, June 24, 2021; moved by - Giuliani; seconded by - Gilmour; ayes 4, noes 2 (Chmiel, Penberthy); absent 1 (Gelber).

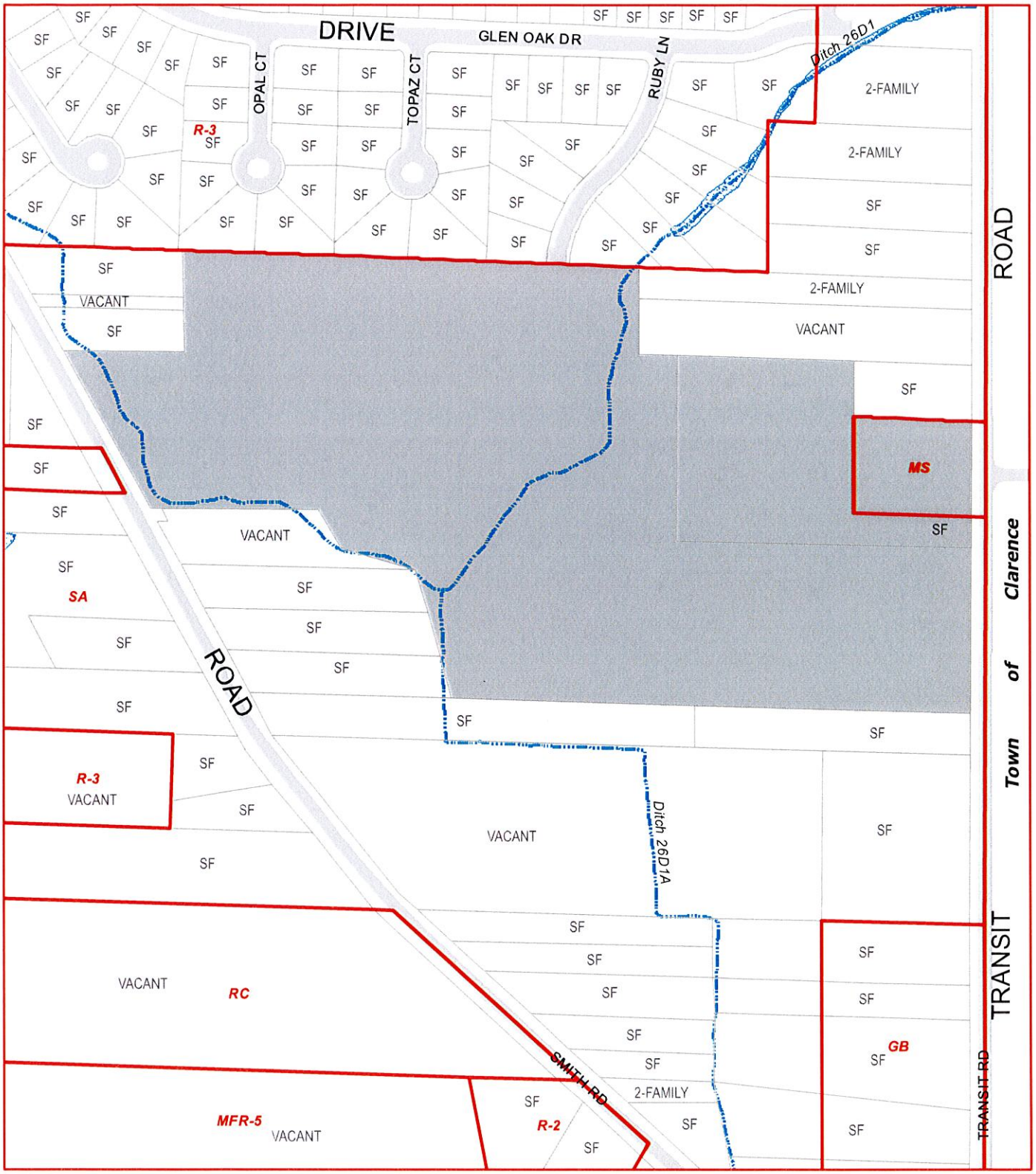
Robert J. Gilmour, Chair

7-1-21
Date

SM/bf
X:\Current_Planning\Files\Rezonings\2019\Z-2019-06_(10060_&_10090_Transit_Rd)_2019\Z-2019-06_Resolution_062421.doc
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Jeff Palumbo, Barclay Damon, 9276 Main St., Suite 3, Clarence, NY 14031
Ken Zollitsch, Greenman-Pedersen, Inc., 4950 Genesee St., Suite 100, Buffalo, NY 14225

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

JUL02'21 AM10:04 RCVD



Z-2019-06

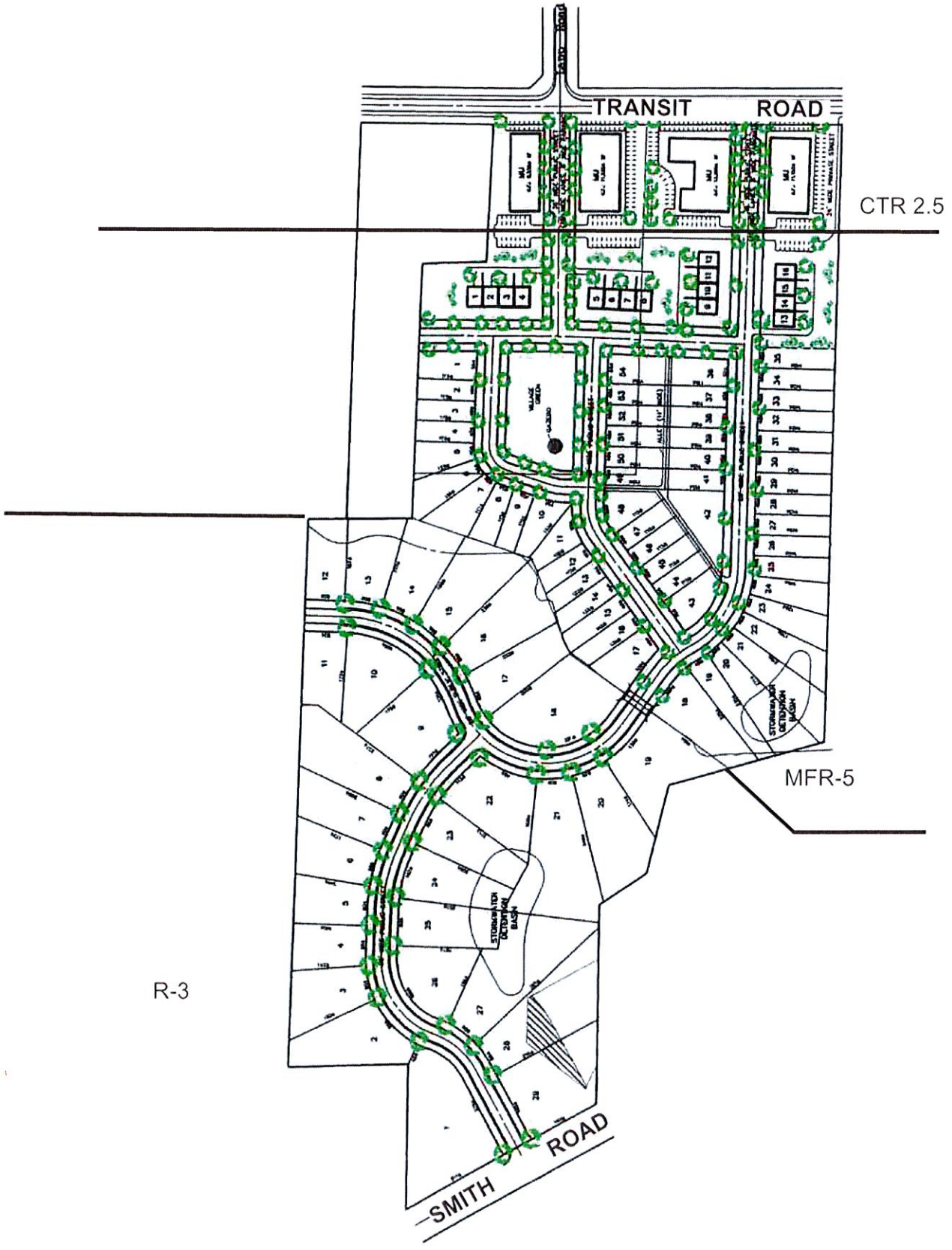
Request to Rezone 29.21+/- AC of Land from SA & MS to CTR-2.5, MFR-5, R-3
Property Located at 10060 & 10090 Transit Road

Forbes Capretto Homes, Petitioner
June 24, 2021

10060 & 10090 Transit Road

Prepared by the Town of Amherst Planning Department

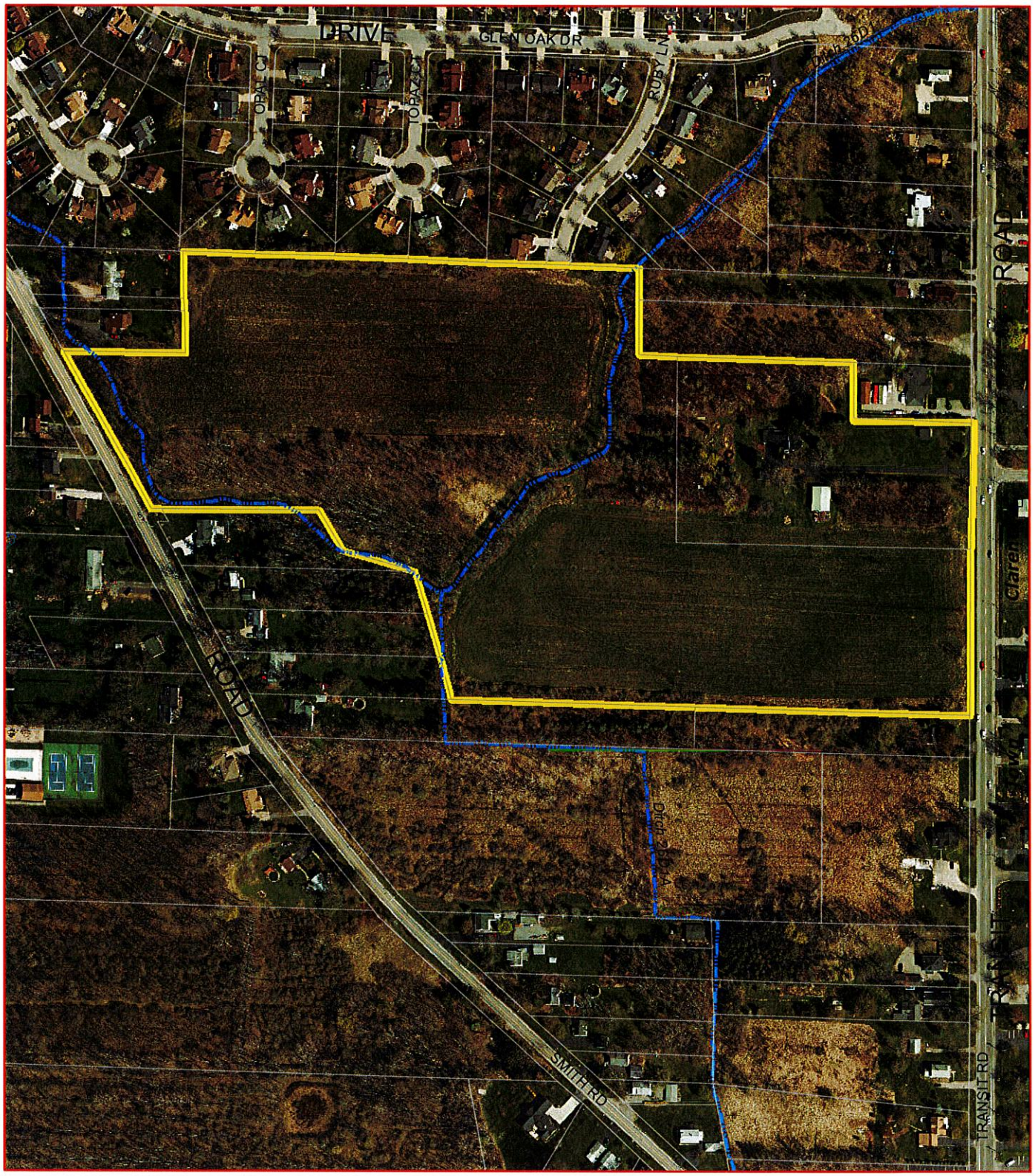
Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)



CONCEPT PLAN

Z-2019-06
10060 & 10090 Transit Road
Received: 5/13/2021

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)



Z-2019-06

Request to Rezone 29.21+/- AC of Land from SA & MS to CTR-2.5, MFR-5, R-3
Property Located at 10060 & 10090 Transit Road

Forbes Capretto Homes, Petitioner
June 24, 2021

10060 & 10090 Transit Road

Prepared by the Town of Amherst Planning Department

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

AMENDED APPLICATION 3-26-21

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning Review and, if required Comprehensive Plan Amendment

For Official Use

File #: Z-2019-06 **Acreage** 29.21 acres **Fee $** 7,215.00

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Materials Accepted by Town Clerk & Fee Paid 4/17/19 ACCEPTED BY DATE

Materials Checked by Building Dept. _____ RECEIVED BY DATE

Materials Received by Planning Dept. 4/17/19 RECEIVED BY DATE

		Fill In Applicable Fees
2 ACRES OR LESS	**$1,250**	_____
2 – 20 ACRES **$1,250 + $250/acres or fraction thereof over 2 acres**		_____
20 – 30 ACRES **$5,700 + $150/acre or fraction thereof over 20 acres**		7,200
OVER 30 ACRES **$6,900 +$75/acre or fraction thereof over 30 acres**		_____
Request for Relief of/Change to Conditions of Zoning Approval	**$ 1,200**	_____
AFFIDAVIT FEE FOR PUBLIC HEARING	**$ 15.00**	15.00
TOTAL FEE:	$7,215	

REVISED
MAR 31 2021
TOWN OF AMHERST
PLANNING DEPT.

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

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

TO BE COMPLETED BY APPLICANT

1. **Petitioner:** Name: Forbes Capretto Homes c/o Barclay Damon LLP

Address: 9276 Main Street, Suite 3

Clarence, New York 14031
City State Zip Code

Phone: 716-858-3728 Fax: 716-858-2728

E Mail JPALUMBO@BARCLAYDAMON.COM

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

From: SA/MS District

To: R3 / MFR5 / CTR-2.5 District

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

10060/10090 Transit Road, E. Amherst, NY 14051

SBL #: 29.01-2-5.1& 29.01-2-5.2

4. **Area of land to be rezoned** (in acres): 29.21 acres

5. **Owner of Land:**

Name: Fritz Lotter/The Estate of Theresa Lotter

Address: c/o John Robshaw, Attorney at Law

Telephone: 716-633-4030

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

Name: Jeffery D. Palumbo, Esq. of Barclay Damon, LLP

Address: SEE ABOVE

City State Zip Code

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7. **Petitioner's interest in property**

_____ Option to purchase

_____ Owner

X _____ Other (explain) Contract to purchase

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

n/a

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

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

Liber _____ Page _____

11. **Information on proposed project:**

A. Description of the character of the proposed development:

Mixed use commercial/residential with variety of attached/ detached multi and single family housing proposed.

B. Rationale for rezoning request:

1. Why was this site chosen? Location on major corridor. Access to desirable community services & facilities.

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2. Why cannot land be used with the existing zoning?

As the Comprehensive Plan designates this area for mixed-use development, it is evident that it is not attractive for large lot, single family development, the only residential development allowed in an SA zoning district. Its location on Transit Road and adjacent to the Swormville Village Center also makes it desirable for mixed-use development.See Comprehensive Plan 3.3.3/Exhibit A.

3. How will this rezoning impact surrounding properties?

It won't, as the parcel is adjacent to a large R-3 district to the north and west, and various MFR and GB districts exist to the north and south, particularly along Transit Rd (see Exhibit C).

4. How will this rezoning impact the school system?

As the proposed development includes a large residential component, it will expand the tax base with minimal impact on the school system.

12. Quantitative Data:

A. Total # of dwelling units 120

B. Distribution of dwelling units by type 52 single/68 multifamily

C. Gross Residential Density per acre MFR-5/R3: 3.6

D. Total amount of Open Space 2.0 acres

E. Proposed Non-Residential Floor Area +/- 23,400 SF

13. Development Schedule:

Start Fall 2021

Finish November 2025

Stages (# of) 2-3

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

Standard apartment/commercial leases.

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

n/a

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

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

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

Land is within the Mixed Use/Activity Center, which is designed to provide for added economic incentive and flexibility for reuse, offer higher density housing choices and a more compact livable and walkable environment. Section 3.3.3. The Town's comprehensive plan suggests that the "village center" attributes of Swormville should be reinforced through encouragement of compatible mixed and commercial uses, which the proposed project provides. The project, which proposes close to 150 residential units along with close to 50,000 sf of commercial space, is exactly the type of development that could reinvigorate the village potential of the Swormville area.

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

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

Figure 6 should be amended to include the subject property, is now part of the identified Village Center. See Conceptual Land Use Map and identified mixed-use center attached hereto as Exhibit B.

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

Insures orderly and beneficial residential development. Proposal will provide adequate open space and promotes coordinated development in relation to the surrounding properties. Therefore, it is aesthetically harmonious with the surrounding areas and structures and will not negatively increase the intensity of uses in the area. Finally, it represents a higher density pedestrian friendly development that transitions to lower density in harmony with surrounding properties generally consistent with the policies of the comprehensive plan (see above).

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

1. Sanitary Sewer
Sewer service district 16
2. Storm Sewer/Drainage Storm sewer will be design within site and drain to adjacent existing storm sewers.
3. Water Water service available from Town of Amherst
4. Other

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

As indicated above and represented in attached zoning map, this parcel is surrounded by single family residential zoning in various densities, and is also located upon a major commercial corridor and adjacent to a proposed mixed-use center. Accordingly, the proposed zoning is compatible and in conformity with the present uses and character of the neighborhood.

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

As evidenced by the existing zoning in the area and objectives advanced in the comprehensive plan, the subject parcel is better suited for the proposed use.

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

Meets the ever-increasing demand for single-family homes in the Town and provides the mixed-use component desired for this area of the Town.

17. The petitioner encloses herewith the sum of $7,215.00 to pay the fee, and consents to the placement of a sign(s) at the described location identifying this request for a period of time to be determined by the Town Clerk.

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

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

Signature of Petitioner

Subscribed and sworn to before me this 26th day of March, 2021

Notary Public, Erie County, New York

TRACY A. MURRAY#01MU5077295
Notary Public, State of New York
Qualified in Genesee County
My Commission Expires 05/05/

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

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

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

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

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

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

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

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EXHIBIT A

Exhibit A

In 2016 the Town engaged the Code Studio Team to prepare an analysis of existing commercial and mixed use areas in the Comprehensive Plan with a particular focus on clarifying and improving the hierarchy of commercial centers and mixed use centers in the Town. As set forth in its May 17, 2016 Memorandum, the SA district is not appropriate in commercial centers of mixed use areas. Further, the Town's existing MFR and Commercial districts lack the density needed to generate housing projects that are conducive to walkability and compatible with adjacent mixed use. As a result, the Town, on or about September 3, 2019, adopted Section 5A, Mixed Use District.

On or about September 21, 2020 the Town Board amended the Town Comprehensive Plan to include the Transit Road frontage into the Mixed Use District.

Section 5A-3 of the Zoning Code provides for various "Retrofit Districts" that are intended for parcels of land that are designated commercial and mixed-use activity centers in the Town's 2018 Comprehensive Plan. The Center 2.5 District (CTR-2.5) is intended to create new walkable mixed-use places with human-scaled internal streets. Its residential uses include attached and multi-family dwelling, and commercial uses include office, personal service, restaurant and retail sales and service. (5.8). New development in the CTR-2.5 district can range from 1-2.5 stories in height and requires a minimum of 5% open space area.

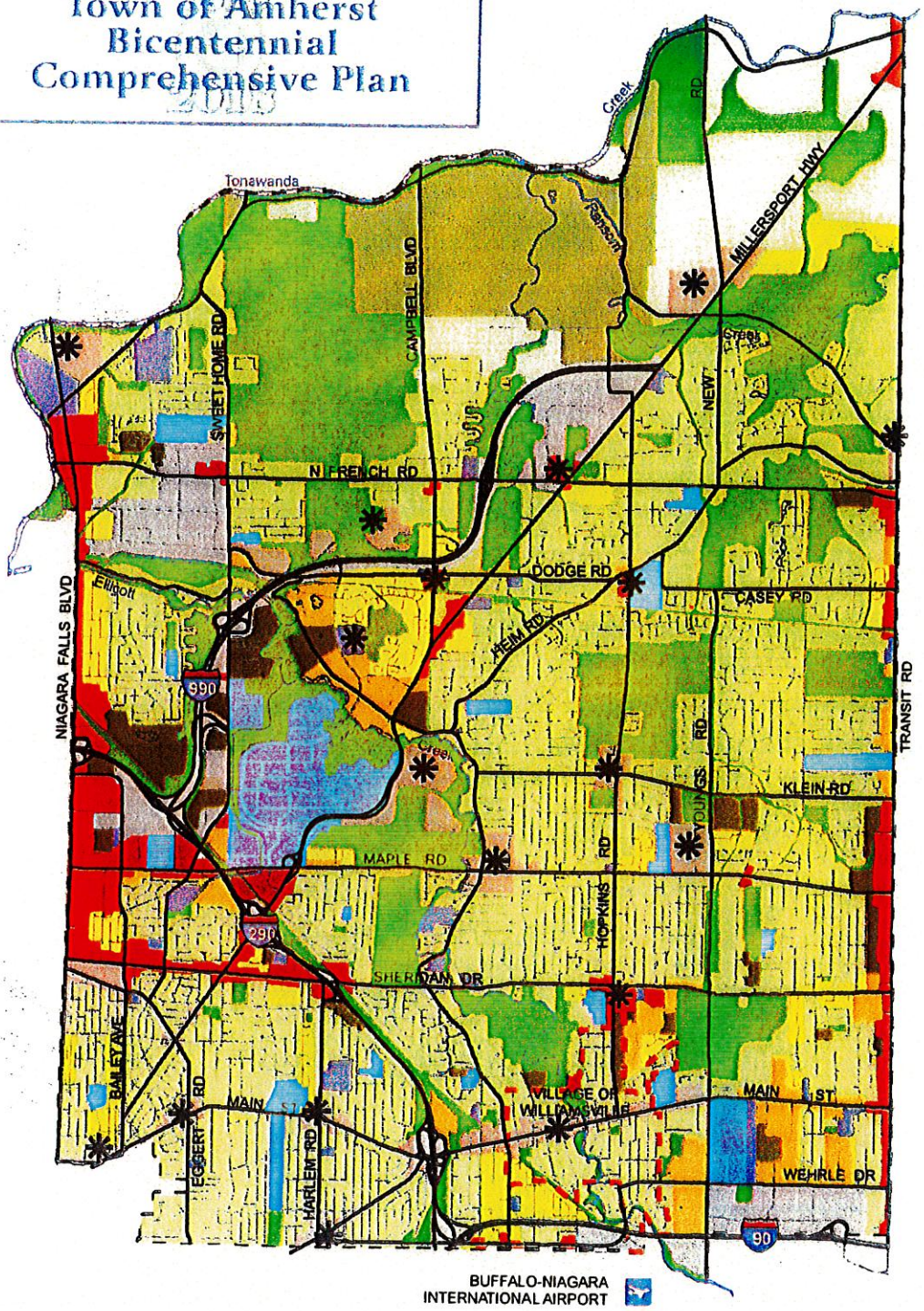
As set forth in the Town's 2018 Comprehensive Plan and Conceptual Land Use Plan, Swormville is considered a "Mixed Use" Center, for which higher density housing choices and a more compact livable and walkable environment is desired. The Comprehensive Plan suggests that the "village center" attributes of Swormville should be reinforced through encouragement of compatible mixed and commercial uses, which the proposed project provides. Zoning the proposed mixed-use portion of the property to CTR-2.5 and to be in accord with the Comprehensive Plan will achieve the objectives within the Comprehensive Plan while allowing the Town to better control development specifics to ensure consistency with its new development standards.

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EXHIBIT B

Town of Amherst Bicentennial Comprehensive Plan



CONCEPTUAL LAND USE PLAN

FIGURE 6

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

SOURCE NOTES:

Original Source Data Provided by the Town of Amherst Information Technology Department, UR8 Corporation and Wallace Roberts & Todd, LLC

Map Compiled by the Town of Amherst Planning Department

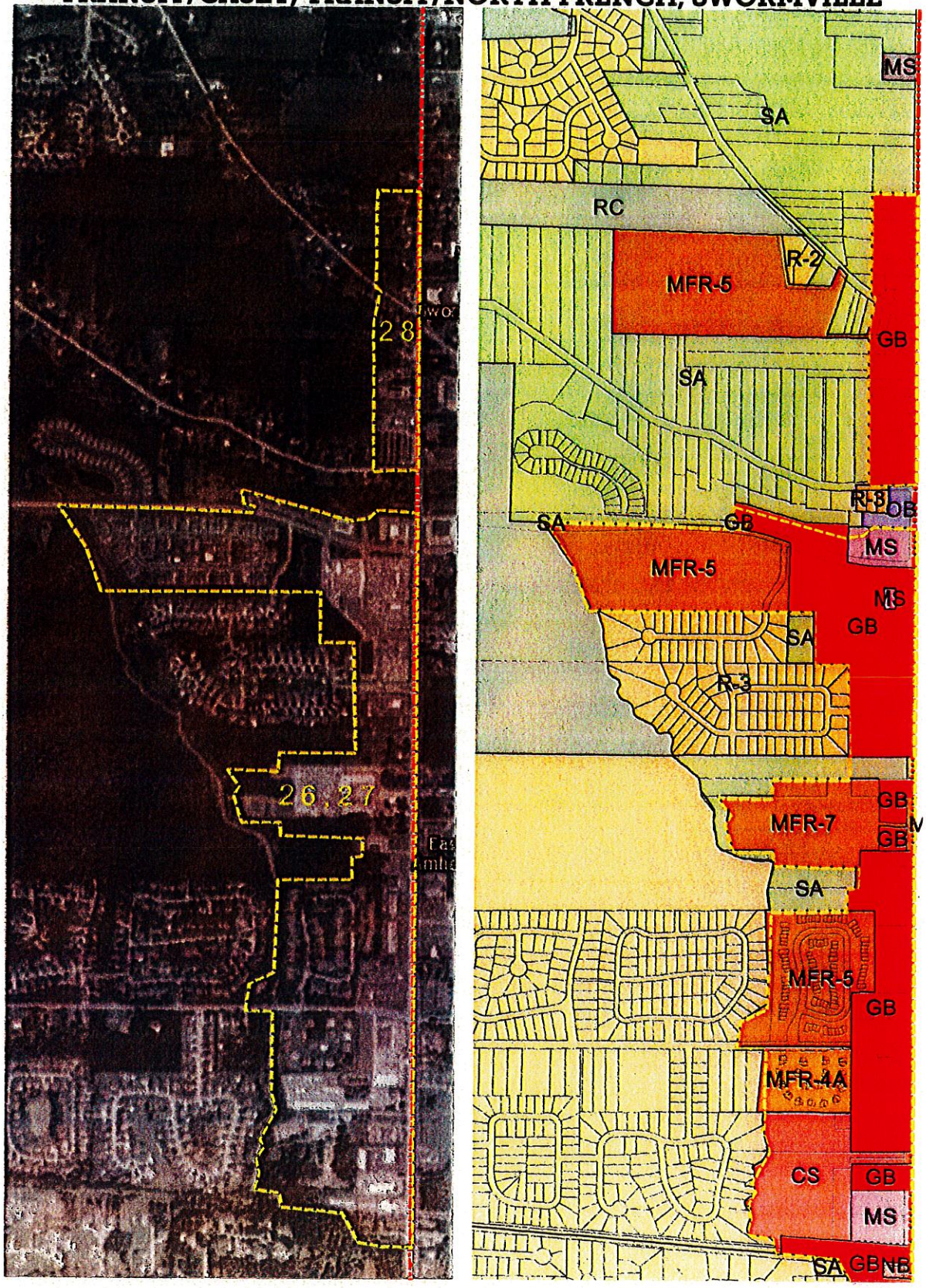
Date: March, 2009

N

0 0.25 0.5 0.75 1 1.25 Miles

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26, 27, 28
TRANSIT/CASEY, TRANSIT/NORTH FRENCH, SWORMVILLE



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Code Studio • East Village #107 • 1200 East 11th Street • Austin, Texas 78702 • 512-478-2200 • lee@code-studio.com

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EXHIBIT C

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

AUTHORIZATION

Fritz Lotter, record property owner of the property located at 10090 Transit Road and 50% record property owner of the property located at 10060 Transit Road in the Town of Amherst, New York (individually and collectively, the "Property"), hereby gratuitously authorizes the law firm of Barclay Damon, LLP to file a rezoning application for both Properties, along with any and all necessary supporting documentation, including any additional applications or submittals required, with the Town of Amherst, in connection with the approvals sought for the Property. Fritz Lotter shall in no way be responsible for any charges, costs, expenses, legal fees, filing fees, etc. associated with the above work, whether to Barclay Damon LLP, or anyone else, under any legal theory in law or equity. Nothing in this Authorization shall in any way imply or create any agreement, contract, option etc. regarding the property at 10090 Transit Road, Amherst, NY between Fritz Lotter and any other person, entity or party.

By: _____
Fritz Lotter

Dated: 4/15/19

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

AUTHORIZATION

The Executors of the Estate of Theresa Lotter, record property owner of 50% of the property located at 10060 Transit Road in the Town of Amherst, New York (the "Property"), hereby authorizes the law firm of Barclay Damon, LLP to file a rezoning application for the Property, along with any and all necessary supporting documentation, including any additional applications or submittals required, with the Town of Amherst, in connection with the approvals sought for the Property.

By: Heidi A Wieczorek
Heidi A. Wieczorek

Title: Co-Executor

Dated: 4-15-2019

18347390.1

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

AMENDED

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Ashley Green		
Project Location (describe, and attach a general location map): 10060 (24.21 acres) & 10090 (5 acres) Transit Road		
Brief Description of Proposed Action (include purpose or need): Rezoning of two parcels (29.21 acres total) from SA/MS to R-3/MFR-5 (old code) / CTR-2.5 (new code) to accommodate proposed mixed use development with townhomes, single family lots and approximately 23,400 +/- sf of commercial space.		
Name of Applicant/Sponsor: Barclay Damon LLP on behalf of Forbes Capretto Homes	Telephone: 716-858-3878 E-Mail: jpalumbo@barclaydamon.com	
Address: 9276 Main Street		
City/PO: Clarence	State: NY	Zip Code: 14031
Project Contact (if not same as sponsor; give name and title/role): Jeffery D. Palumbo, Esq.	Telephone: E-Mail:	
Address: see above		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Mr. Fritz Lotter/The Estate of Theresa Lotter	Telephone: E-Mail:	
Address: c/o John Robshaw Attorney at Law		
City/PO:	State:	Zip Code:

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B. Government Approvals

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. CityCounsel, TownBoard , or Village Board of Trustees ☑Yes ☐No	Town of Amherst Town Board - rezoning approval	4/15/19
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Town of Amherst Planning Board - rezoning recommendation	4/15/19
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☐Yes ☑No		
e. County agencies ☐Yes ☑No		
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	NYSDOT Permits, NYSDEC SWPPP and I/I Approval	
h. Federal agencies ☑Yes ☐No	Potential Army Corps Permit	

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

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes ☑No
iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes ☑No

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☑Yes ☐No
If Yes, identify the plan(s):
NYS Heritage Areas:West Erie Canal Corridor

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

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C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
SA - suburban agriculture

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

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? R-3/MFR-5 / CTR-2.5

C.4. Existing community services.

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

b. What police or other public protection forces serve the project site?
Amherst

c. Which fire protection and emergency medical services serve the project site?
Swormville

d. What parks serve the project site?
Dann Lake

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Mixed use: residential/commercial

b. a. Total acreage of the site of the proposed action? 29.21 acres
b. Total acreage to be physically disturbed? +/- 27.21 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 29.21 acres

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

d. Is the proposed action a subdivision, or does it include a subdivision? ☑ Yes ☐ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
Single detached Family Residential
ii. Is a cluster/conservation layout proposed? ☐ Yes ☑ No
iii. Number of lots proposed? 52
iv. Minimum and maximum proposed lot sizes? Minimum 6,500 sq ft Maximum 42,000 sq ft

e. Will the proposed action be constructed in multiple phases? ☑ Yes ☐ No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
- Total number of phases anticipated 2-3
- Anticipated commencement date of phase 1 (including demolition) Sept month 2021 year
- Anticipated completion date of final phase Nov month 2025 year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

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f. Does the project include new residential uses? ☑Yes ☐No

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase	52			30
At completion of all phases	68			61

g. Does the proposed action include new non-residential construction (including expansions)? ☑Yes ☐No

If Yes,

i. Total number of structures 4

ii. Dimensions (in feet) of largest proposed structure: 35 +/- height; 65 +/- width; and 100 +/- length

iii. Approximate extent of building space to be heated or cooled: 23,400 +/- square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☑Yes ☐No

If Yes,

i. Purpose of the impoundment: Stormwater detention

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☑Other specify: Stormwater runoff associated with new impervious surfaces at the project site.

iii. If other than water, identify the type of impounded/contained liquids and their source.

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: 1.5± acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): Proposed stormwater facilities will be excavated from existing earth.

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐Yes ☑No

If Yes:

i. What is the purpose of the excavation or dredging?

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards):
- Over what duration of time?

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☐No

If yes, describe.

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? ☐Yes ☐No

ix. Summarize site reclamation goals and plan:

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☑Yes ☐No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): Federal Wetland

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ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:
Two of the proposed residential lots will encroach upon wetland/buffer. Permits will be obtained and appropriate measures will be employed to preserve existing wetland in accordance with permit conditions.

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☑No
If Yes, describe:

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

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

v. Describe any proposed reclamation/mitigation following disturbance:

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

i. Total anticipated water usage/demand per day: 48,900 ± gallons/day

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

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

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

- Describe extensions or capacity expansions proposed to serve this project:
  Extension of waterlines into site to service proposed single family homes and commercial buildings
- Source(s) of supply for the district: Erie County Water Authority

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

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

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

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

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

i. Total anticipated liquid waste generation per day: 32,600 ± gallons/day

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

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

- Name of wastewater treatment plant to be used: Amherst Wastewater Treatment Plant #16
- Name of district: Amherst Sewer District 16
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No

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

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: Extension of sanitary sewer into project site.

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

If Yes:

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

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

_____

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

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

If Yes:

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

_____ Square feet or 6.3 acres (impervious surface)

_____ Square feet or 29.2 acres (parcel size)

ii. Describe types of new point sources. Outlets from stormwater facilities

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

To be determined by final design, but expected to be directed to several on-site storm water management facilities before discharging to tributary to Black Creek

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

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

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

If Yes, identify:

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

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

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

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

If Yes:

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

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

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

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

If Yes:

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

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

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

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☑Yes ☐No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐Morning ☑Evening ☐Weekend
☐Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): GARBAGE COLLECTIONS, RETAIL DELIVERIES ESTIMATED AT 10-15/DAY JS

iii. Parking spaces: Existing 0 Proposed 150 Net increase/decrease INC. 150

iv. Does the proposed action include any shared use parking? ☐Yes ☐No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes ☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes ☐No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes ☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☑Yes ☐No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: Normal Residential and commercial space usage

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): National Fuel/National Gas

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes ☑No

l. Hours of operation. Answer all items which apply.

i. During Construction:
- Monday - Friday: 7-5
- Saturday: 7-5
- Sunday: 7-5
- Holidays: 7-5

ii. During Operations:
- Monday - Friday: 8-8
- Saturday: 8-8
- Sunday: 8-8
- Holidays: 8-8

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m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐ Yes ☑ No

If yes:

i. Provide details including sources, time of day and duration:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☑ No

Describe:

n. Will the proposed action have outdoor lighting? ☑ Yes ☐ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

Parking lot lighting, street lighting and fixtures on buildings. Parking lot lighting to be dark sky compliant.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☑ No

Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☑ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☑ No

If Yes:

i. Product(s) to be stored

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑ No

If Yes:

i. Describe proposed treatment(s):

POSSIBLE PESTICIDE LAWN TREATMENT

JC

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☑ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☑ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction:
- Operation:

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction:
- Operation:

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s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☑ Commercial ☑ Residential (suburban) ☑ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.2±	6.3±	+ 6.1±
• Forested	3.4±	1.0±	- 2.4±
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	23.5±	1.0±	- 22.5±
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.3±	1.2±	+ 0.9±
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: Lawns and landscaping	1.8±	19.7±	+ 17.9±

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c. Is the project site presently used by members of the community for public recreation? ☐Yes ☑No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐Yes ☑No
If Yes,
i. Identify Facilities:

e. Does the project site contain an existing dam? ☐Yes ☑No
If Yes:
i. Dimensions of the dam and impoundment:
- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes ☑No
If Yes:
i. Has the facility been formally closed? ☐Yes ☐ No
- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:
iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes ☑No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes ☑ No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes ☐No
☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____
☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes ☑No
If yes, provide DEC ID number(s): _____

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

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v. Is the project site subject to an institutional control limiting property uses? ☐Yes ☑No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐Yes ☐No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? 5+ feet

b. Are there bedrock outcroppings on the project site? ☐Yes ☑No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site:

Cv - Cosad loamy fine sand	70 %
NfA - Niagara silt loam	28 %
Od - Odessa silt loam	2 %

d. What is the average depth to the water table on the project site? Average: 0.5-1.5 feet

e. Drainage status of project site soils:
☐ Well Drained: ____% of site
☐ Moderately Well Drained: ____% of site
☑ Poorly Drained ____% of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: 100 % of site
☐ 10-15%: ____% of site
☐ 15% or greater: ____% of site

g. Are there any unique geologic features on the project site? ☐Yes ☑No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☑Yes ☐No

ii. Do any wetlands or other waterbodies adjoin the project site? ☑Yes ☐No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☑Yes ☐No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name 837-48 Classification C
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, Federal Waters, Federal Waters,... Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☑Yes ☐No

If yes, name of impaired water body/bodies and basis for listing as impaired:
Name - Pollutants - Uses:Ransom Creek, Lower, and tribs – Pathogens;D.O./Oxygen Demand – Recreation;Aquatic Life

i. Is the project site in a designated Floodway? ☐Yes ☑No

j. Is the project site in the 100-year Floodplain? ☑Yes ☐No

k. Is the project site in the 500-year Floodplain? ☑Yes ☐No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐Yes ☑No
If Yes:

i. Name of aquifer: _____

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m. Identify the predominant wildlife species that occupy or use the project site:
Local Birds, Squirrels

n. Does the project site contain a designated significant natural community? ☐Yes ☑No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation): _____
ii. Source(s) of description or evaluation: _____
iii. Extent of community/habitat:
- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐Yes ☑No
If Yes:
i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No
If Yes:
i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No
If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☒Yes ☐No
If Yes, provide county plus district name/number: AG DISTRICT V7

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☑No
i. If Yes: acreage(s) on project site? _____
ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No
If Yes:
i. CEA name: _____
ii. Basis for designation: _____
iii. Designating agency and date: _____

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e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined bythe Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☑ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based:

_____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☐ Yes ☑ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☑ No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Barclay Damon LLP Date March 26, 2021

Signature _____ Title Attorney

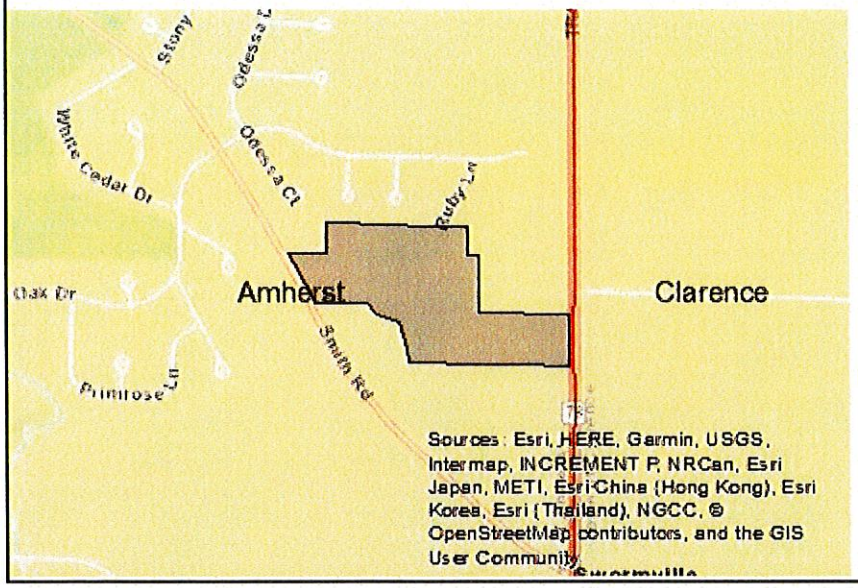
Jeffery D. Palumbo

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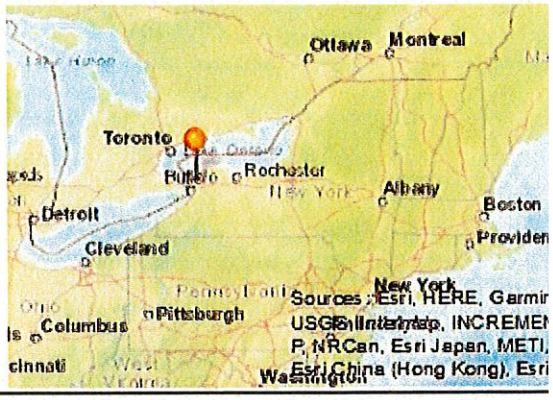
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EAF Mapper Summary Report

Sunday, April 14, 2019 6:36 PM



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



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	837-48
E.2.h.iv [Surface Water Features - Stream Classification]	C
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	Yes
E.2.h.v [Impaired Water Bodies - Name and Basis for Listing]	Name - Pollutants - Uses:Ransom Creek, Lower, and tribs – Pathogens;D.O./Oxygen Demand – Recreation;Aquatic Life

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E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

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TOWN OF AMHERST ATTACHMENT
State Environmental Quality Review
ENVIRONMENTAL ASSESSMENT FORM

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

Soil Name	Shallow excavations	Dwellings without basements	Dwellings with basements	Small commercial buildings	Local roads and streets
Cosad	Severe	Severe	Severe	Severe	Moderate
Niagara	Severe	Severe	Severe	Severe	Severe
Odessa	Severe	Severe	Severe	Severe	Severe

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

   _____Geotechnical report attached _____ Not applicable

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

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

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

5. Location <u>and</u> size of real property owned by petitioner within one (1) mile of subject proposal:
   <u>Not Applicable.</u>

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

   Describe: **<u>Not Applicable.</u>**

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

7. Maximum number of vehicular trips to be generated per hour upon completion of project: **<u>214 trips during weekday P.M. peak travel hour.</u>**

   <u>Source: ITE – TripGen 2013, see attached printout</u>

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

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

10. Proposed net additional gallons per day (gpd) of sanitary sewer discharge upon completion of project:

    <u>31,750</u> <u>gpd</u> average flow <u>129,154</u> <u>gpd</u> peak flow.

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

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Trip Generation Summary - Alternative 1
Average Weekday Driveway Volumes

Project: Ashley Green
Alternative: Alternative 1

Open Date: 4/16/2019
Analysis 4/16/2019

ITE	Land Use	Average Daily Trips			AM Peak Hour Adjacent Street Traffic			PM Peak Hour Adjacent Street Traffi		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Tota
210	SFHOUSE 1	138	138	276	6	16	22	18	11	29
	29 Dwelling Units									
221	LRAPT 1	149	148	297	4	17	21	17	9	26
	45 Occupied Dwelling Units									
231	LRCONDO 1				3	8	11	7	5	12
	16 Dwelling Units									
233	LUXCONDO 1				7	23	30	19	11	30
	54 Occupied Dwelling Units									
826	CENTERSPECIALTY 1	953	953	1906				51	66	117
	43 Gross Leasable Area 1000 SF									
	Unadjusted Driveway Volume	1240	2193	3146	20	64	84	112	102	214
	Unadjusted Pass-By Trips	0	0	0	0	0	0	0	0	0
	Internal Capture Trips	0	0	0	0	0	0	44	44	88
	Adjusted Driveway Volume	1240	2193	3146	20	64	84	68	58	126
	Adjusted Pass-By Trips	0	0	0	0	0	0	0	0	0
	Adjusted Volume Added to Adjacent Streets	1240	2193	3146	20	64	84	68	58	126

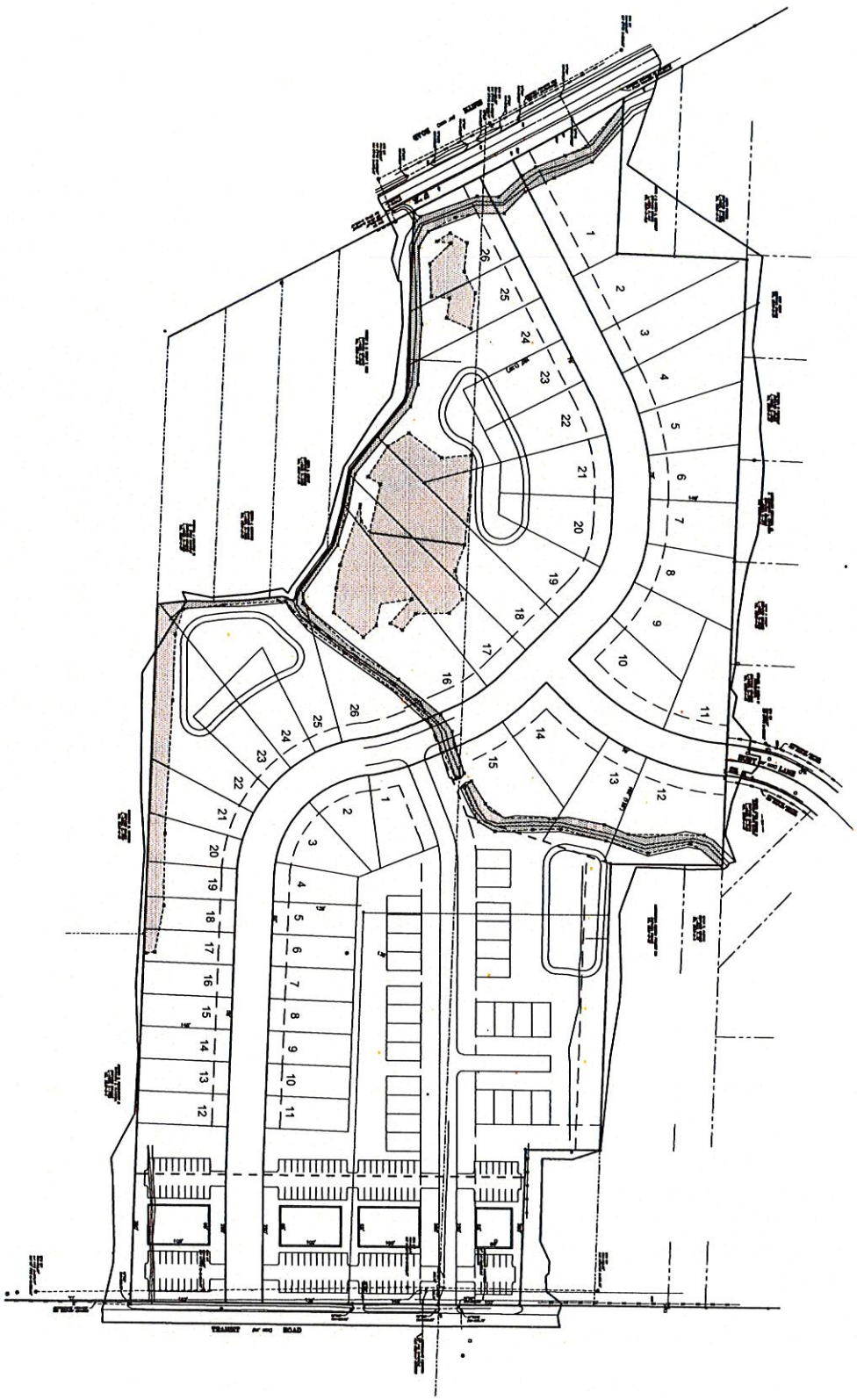
Total AM Peak Hour Internal Capture = 0 Percent

Total PM Peak Hour Internal Capture = 41 Percent

Source: Institute of Transportation Engineers, Trip Generation Manual 9th Edition, 2012

TRIP GENERATION 2013, TRAFFICWARE, LLC

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)



SHEET NO. 1	CONCEPT PLAN	SCALE: 1"=80'	DRAWN BY: DRAWN	GPI	Greenman-Pedersen, Inc. Engineering and Construction Services
		DATE: OCTOBER 2020	CHECKED BY: CHECKED		In Western New York: BUFFALO (716) 633-4844 • ROCHESTER (585) 486-4859 • JAMESTOWN (716) 488-2803
	ASHLEY GREEN TOWN OF AMHERST	DWG NO.: DWGNO	JOB NO.: 2020096		
		NO.	REVISIONS:	BY	DATE

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

7485-B

APRIL 12, 2019

LANDS TO BE REZONED TO MFR-5
MULTIFAMILY RESIDENTIAL DISTRICT 5

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 57 in Township 13 and Lot No. 102 in Township 12, Range 7 of the Holland Land Company's Survey and bounded and described as follows:

COMMENCING at a point in the westerly line of Transit Road being (66.0 feet wide) said point being the southeast corner of Sublot 21 as shown on a Subdivision Map filed in the Erie County Clerk's office under Map cover 2044;

THENCE westerly on a line parallel with the south line said Lot No. 57 a distance of 205.12 feet to the point of BEGINNING.

THENCE southerly on a line parallel with said west line of Transit Road being 205.00 feet westerly at right angles from said west line a distance of 626.40 feet to a point;

THENCE westerly parallel with the north line of said Lot No. 102 a distance of 917 feet more or less the centerline of a ditch;

THENCE northerly along the centerline of said ditch a distance of 192 feet more or less to a point;

THENCE through the property of lands conveyed to Herbert A. Lotter and Theresa P. Lotter by deed recorded in liber 11153 of deeds at page 5058 the following three (3) courses and distances:

1) Northeasterly along the centerline of a ditch more or less a distance of 284 feet more or less to a point;
2) Northeasterly a distance of 197 feet more or less to a point;
3) Northerly 244 feet more or less to a northerly corner of said Lotter's land;

THENCE easterly on a line parallel with the south line said Lot No. 57 a distance of 460.00 feet to the point;

THENCE southerly on a line parallel with said west line of Transit Road a distance of 120.00 feet to a point;

THENCE easterly on a line parallel with the south line said Lot No. 57 a distance of 44.88 feet to the point of BEGINNING.

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

7485-C

APRIL 12, 2019

LANDS TO BE REZONED TO R-3
RESIDENTIAL DISTRICT 3

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 57 in Township 13 and Lot No. 102 in Township 12, Range 7 of the Holland Land Company's Survey and bounded and described as follows:

BEGINNING at a point in the northeasterly line of Smith Road being (66.0 feet wide) said point being the southwest corner of Sublot 2 as shown on a map filed in the Erie County Clerk's office under Map cover 2044;

THENCE southeasterly along said northeasterly line of Smith Road a distance of 224.73 feet to an angle point;

THENCE southeasterly continuing along said northeasterly line of Smith Road a distance of 159.64 feet to the southwest corner of Sublot 5 as shown on said Map Cover 2044;

THENCE easterly on a line parallel with the north line of said Lot No. 102 a distance of 239.60 to a point in the centerline of a ditch;

THENCE southeasterly along the centerline of said ditch a distance of 468 feet more or less to a point;

THENCE through the property of lands conveyed to Herbert A. Lotter and Theresa P. Lotter by deed recorded in liber 11153 of deeds at page 5058 the following three (3) courses and distances:

1) Northeasterly along the centerline of a ditch more or less a distance of 284 feet more or less to a point;
2) Northeasterly a distance of 197 feet more or less to a point;
3) Northerly 244 feet more or less to a point on a northerly line of said Lotter's land;

THENCE northerly on a line parallel with said west line of Transit Road a distance of 180.00 feet to a point;

THENCE westerly on a line parallel with the south line said Lot No. 57 a distance of 976.52 feet to the point;

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

THENCE southerly on a line forming an interior angle of 90°-00' a distance of 208.92 feet to the point;

THENCE westerly on a line parallel with the south line said Lot No. 57 a distance of 250 feet to the point of BEGINNING.

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Ellen M. Kost, AICP
Assistant Planning Direct

TOWN OF AMHERST ENGINEERING DEPARTMENT
2021 MAR 19 P 2:58
RECEIVED
MAR 08 2021
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM February 18, 2021

TO: Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Edward Rutkowski, SEQR Review Coordinator, NYSDOT
Garrett Hacker, Erie County DPW Highways Division

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director EMK

SUBJECT: REQUEST TO REZONE 29.21± ACRES OF LAND FROM **SA & MS TO CTR-2.5, TR-3 & R-3, Z-2019-06**; PROPERTY LOCATED **10060 & 10080 TRANSIT ROAD**. FORBES CAPRETTO HOMES, PETITIONER

TRAFFIC IMPACT STUDY:
Received February 10, 2021

REVIEW:

Do you agree with all statements made? YES, WITH CONDITION.

If you do not, briefly state why: _____

General comments relative to your agency interests: INTERNAL STREET NETWORK MUST BE CHANGED TO DISCOURAGE CUT-THROUGH TRAFFIC (EG. ROUNDABOUT OR T-INTI

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

_____

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

Signature: _____ **Date:** 3/5/21

EK/ac
X:\Current_Planning\Files\Rezonings\2019\Z-2019-06_(10060_&_10090_Transit_Rd)_2019\Z-2019-06_TIS_Transmittal_021821.doc
cc: Scott A. Marshall, Principal Planner

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

Amherst

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

RECEIVED
APR 08 2021
TOWN OF AMHERST
PLANNING DEPT.

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Ellen M. Kost, AICP
Assistant Planning Director

MEMORANDUM March 31, 2021

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Edward Rutkowski, SEQR Review Coordinator, NYSDOT
Williamsville School District

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director EMK

SUBJECT: REQUEST TO REZONE 29.21± ACRES OF LAND FROM **SA & MS TO CTR-2.5, MFR-5 & R-3, Z-2019-06**; PROPERTY LOCATED **10060 & 10090 TRANSIT ROAD**. FORBES CAPRETTO HOMES C/O JEFFREY PALUMBO, PETITIONER.

REVISED APPLICATION AND ENVIRONMENTAL ASSESSMENT FORM
Received **March 31, 2021**

This rezoning application revises the zoning districts that were requested in a previous application received in April 2019 for the same property.

REVIEW:

Do you agree with all statements made? YES.

If you do not, briefly state why: _____

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

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

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

Signature: _____ **Date:** 4/7/21

C. Schregel

EK/bf
X:\Current_Planning\Files\Rezonings\2019\Z-2019-06_(10060_&_10090_Transit_Rd)_2019\Z-2019-06_Rev_Application_and_Environmental_Assessment_033121.doc
cc: Scott A. Marshall, Principal Planner

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

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 Director

RECEIVED
APR 05 2021
TOWN OF AMHERST
PLANNING DEPT.

RECEIVED
MAR 31 2021
TOWN ATTORNEY

MEMORANDUM March 31, 2021

FROM

TO:

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
4/4/21 ✓ Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Edward Rutkowski, SEQR Review Coordinator, NYSDOT
Williamsville School District

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director EMK

SUBJECT: REQUEST TO REZONE 29.21± ACRES OF LAND FROM **SA & MS TO CTR-2.5, MFR-5 & R-3, Z-2019-06**; PROPERTY LOCATED **10060 & 10090 TRANSIT ROAD**. FORBES CAPRETTO HOMES C/O JEFFREY PALUMBO, PETITIONER.

REVISED APPLICATION AND ENVIRONMENTAL ASSESSMENT FORM
Received **March 31, 2021**

This rezoning application revises the zoning districts that were requested in a previous application received in April 2019 for the same property.

REVIEW:

Do you agree with all statements made? yes, agree with all statements made.

If you do not, briefly state why: _____

General comments relative to your agency interests: N/A

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

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

Signature: _____ **Date:** 4/4/21

EK/bf
X:\Current_Planning\Files\Rezonings\2019\Z-2019-06_(10060_&_10090_Transit_Rd)_2019\Z-2019-06_Rev_Application_and_Environmental_Assessment_033121.doc
cc: Scott A. Marshall, Principal Planner

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

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 Director

RECEIVED
APR 01 2021
TOWN OF AMHERST
BUILDING DEPT

MEMORANDUM March 31, 2021

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Edward Rutkowski, SEQR Review Coordinator, NYSDOT
Williamsville School District

RECEIVED
APR 05 2021
TOWN OF AMHERST
PLANNING DEPT.

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director EMK

SUBJECT: REQUEST TO REZONE 29.21± ACRES OF LAND FROM **SA & MS TO CTR-2.5, MFR-5 & R-3, Z-2019-06**; PROPERTY LOCATED **10060 & 10090 TRANSIT ROAD**. FORBES CAPRETTO HOMES C/O JEFFREY PALUMBO, PETITIONER.

REVISED APPLICATION AND ENVIRONMENTAL ASSESSMENT FORM
Received **March 31, 2021**

This rezoning application revises the zoning districts that were requested in a previous application received in April 2019 for the same property.

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

General comments relative to your agency interests: Floodplain & Federal wetlands on Parcels

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

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

Signature: Doug Gesel **Date:** 4-5-21

EK/bf
X:\Current_Planning\Files\Rezonings\2019\Z-2019-06_(10060_&_10090_Transit_Rd)_2019\Z-2019-06_Rev_Application_and_Environmental_Assessment_033121.doc
cc: Scott A. Marshall, Principal Planner

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

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 Director

MEMORANDUM March 31, 2021

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Edward Rutkowski, SEQR Review Coordinator, NYSDOT
Williamsville School District

4/4/21 E: Ellen Kost F: Dave Marrano C: L. Walfr. cc: Eric

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 29.21± ACRES OF LAND FROM **SA & MS TO CTR-2.5, MFR-5 & R-3, Z-2019-06**; PROPERTY LOCATED **10060 & 10090 TRANSIT ROAD**. FORBES CAPRETTO HOMES C/O JEFFREY PALUMBO, PETITIONER.

REVISED APPLICATION AND ENVIRONMENTAL ASSESSMENT FORM
Received **March 31, 2021**

This rezoning application revises the zoning districts that were requested in a previous application received in April 2019 for the same property.

REVIEW:

Do you agree with all statements made? Yes w/ Comment below

If you do not, briefly state why: Assessor has No Issue EXCEPT if Re-Zone allows Third Residential Units with Condominium Tax Status can be sold.

General comments relative to your agency interests: _____

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

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

Signature: _____ **Date:** 4/4/21

EK/bf
X:\Current_Planning\Files\Rezonings\2019\Z-2019-06_(10060_&_10090_Transit_Rd)_2019\Z-2019-06_Rev_Application_and_Environmental_Assessment_033121.doc
cc: Scott A. Marshall, Principal Planner

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

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 Director

MEMORANDUM March 12, 2021

TO: Jeffrey Burroughs, Town Engineer
Vaishali Reberholt, PE, Stormwater Management Officer (Eng.)

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director EMK

SUBJECT: REQUEST TO REZONE 29.21± ACRES OF LAND FROM **SA & MS TO CTR-2.5, TR-3 & R-3, Z-2019-06**; PROPERTY LOCATED **10060 & 10080 TRANSIT ROAD.** FORBES CAPRETTO HOMES, PETITIONER

HYDRAULIC SUMMARY REPORT/STORMWATER MANAGEMENT SYSTEM SUMMARY REPORT:
Received March 9, 2021

REVIEW:

Do you agree with all statements made? Yes.

If you do not, briefly state why: _____

_____.

General comments relative to your agency interests: Provide pretreatment before retention pond & Equipment access to post-construction measures for long term maintenance.

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

_____

_____.

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

Signature: _____ **Date:** 3/31/21

EK/ac
X:\Current_Planning\Files\Rezonings\2019\Z-2019-06_(10060_&_10090_Transit_Rd)_2019\Z-2019-06_SWPPP_Transmittal_031221.doc
cc: Scott A. Marshall, Principal Planner

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 9
270 Michigan Avenue, Buffalo, NY 14203-2915
P: (716) 851-7165 | F: (716) 851-7168
www.dec.ny.gov

RECEIVED
MAY 28 2019
TOWN OF AMHERST
PLANNING DEPT.

May 23, 2019

Z-2019-06

Ms. Ellen Kost, Assistant Planning Director
Town of Amherst
5583 Main Street
Williamsville, New York 14221

Dear Ms. Kost:

SEQR Lead Agency Designation
Ashley Green Mixed-Use Development
10060 & 10090 Transit Road
Town of Amherst, Erie County

This is to acknowledge receipt of your April 26, 2019 notice which requested State Environmental Quality Review Act (SEQR) Lead Agency status for the above-noted project. The Department concurs that the Town of Amherst should act as SEQR Lead Agency since the environmental impacts of the proposal are primarily of local significance. However, please be advised of the following:

1. This proposed project requires a sanitary sewer connection that is designed to convey 2,500 gallons/day or more of municipal sewage and is therefore considered a sanitary sewer extension. The Erie County Health Department (503 Kensington Avenue, Buffalo, New York 14214, telephone: 716/961-6800), which acts as our agent, will be the approving agency.

   A detailed Downstream Sewer Capacity Analysis must be performed and submitted for the proposed project as part of the Project's Engineering Report. Recent wet weather flow monitoring data and proposed new development flow should be analyzed relative to theoretical capacity at key nodes in the downstream sewer system and at pump stations (if any) to determine if capacity exists.

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

Recent wet weather system flow data can consist of:

- Comprehensive information from recent Sanitary Sewer System Evaluation Studies, or

- Wet weather data collected at (minimum of 3) key downstream nodes specified by the municipality.
    - This dated information can consist of instantaneous flow measurements, or continuous flow or sewer depth measurements obtained during significant wet weather events, preferably during high groundwater conditions. Peak sewer flow recording methods are an acceptable method to collect this information.
    - Depth or flow measurements should continue until a significant wet weather event occurs, but would not have to extend beyond three months. A significant wet weather event is considered to be a daily rainfall amount of ½" or greater.

The Downstream Sewer Capacity Analysis must also contain a narrative and a detailed map showing the downstream routing of sewers from the proposed project site to the Wastewater Treatment Plant. Line sizes, theoretical capacity, and pump stations must be identified and included in the analysis.

This Downstream Sewer Capacity Analysis, as well as any required infiltration and inflow (I/I) rehabilitation offset work at a 4:1 ratio, should be part of the Project's Engineering Report. These items must be received as part of a complete sanitary sewer extension plan submission. The Town of Amherst shall coordinate the information contained in this submission. If adequate capacity is not available, the sewer extension will not be approved until an acceptable remediation plan is developed.

As stated in the attached June 1, 2018 letter from this Department to both the Town of Amherst and ECSD#5, there are existing serious sewer capacity issues during peak storm flows in the sanitary sewers on Dodge and Transit Roads. There may be sanitary sewer capacity issues for large sewer extension projects planning to tie into these trunk sewers.

The above guidance will help in the preparation of a complete Sewer Extension submission, which will facilitate our review. If you have any questions or require additional information, please contact this Department's Division of Water (telephone: 716/851-7070), or the Erie County Health Department.

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

2. Since project activities will involve land disturbance of 1 acre or more, the project sponsor, owner or operator is required to obtain a State Pollutant Discharge Elimination System General Permit for Stormwater Discharges from Construction Activity (GP-0-15-002). This General Permit requires the project sponsor, owner or operator to control stormwater runoff according to a Stormwater Pollution Prevention Plan (SWPPP), which is to be prepared prior to filing a Notice of Intent (NOI) and prior to commencement of the project. More information on General Permit GP-0-15-002, as well as the NOI form, is available on the Department's website at www.dec.ny.gov/chemical/43133.html. Information on permitting requirements and preparation of a necessary Stormwater Pollution Prevention Plan (SWPPP) is available on the Department's website at www.dec.ny.gov/chemical/8468.html.

   The Town of Amherst is designated as an MS4 community. The project sponsor, owner or operator of a construction activity that is subject to the requirements of regulated, traditional land use control MS4 shall have their SWPPP reviewed and accepted by the MS4 community. The "MS4 SWPPP Acceptance" form must be signed by the principle executive officer or ranking elected official from the MS4 community, or by a duly authorized representative of that person, and submitted along with the NOI, to the Department at NOTICE OF INTENT, NYSDEC, Bureau of Water Permits, 625 Broadway,4th Floor, Albany, New York 12233-3505, telephone: 518/402-8111 to receive Department approval before construction commences.

3. Note that the United States Army Corps of Engineers (USACE) has authority under federal law to regulate waterbodies and wetlands. If the proposed project will impact the on-site tributary (Black Creek) or on-site federally regulated wetlands, the project sponsor should contact USACE (1776 Niagara Street, Buffalo, New York 14207, telephone: 716/879-4330) as early as possible in the planning process to determine if the project will require a USACE permit. Depending on federal permitting, a Water Quality Certification (WQC) may be required from this Department.

4. The project site includes 100-year floodplain based on the Federal Emergency Management Agency's (FEMA) Panel No. 3602260004D and Panel No. 3602260007E. It is recommended that the project be designed to comply with the relevant Town code pertaining to floodplains and floodways.

5. Please be aware that if asbestos exists in any building(s) to be demolished, the protection of workers is regulated by the New York State Department of Labor (716/847-7126) and Occupational Safety and Health Administration (OSHA)

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

716/684-3891. In addition, the disposal of friable (readily crumbled and brittle) asbestos is regulated by this Department under 6 NYCRR Part 360-2.17(p). For more information on the disposal of friable asbestos, please contact Mr. Peter Grasso (716/851-7220) at this Department.

The presence of elemental mercury and/or lead in any building(s) being demolished is also a concern of the Department. Mercury is found in many different common items such as fluorescent lights and electrical switches, while lead is mainly found in older paints (pre-1980). For guidance on the proper handling and disposal of mercury and/or lead, please contact our Region 9 Division of Environmental Remediation at 716/851-7220 or visit the Department's Mercury webpage at http://www.dec.ny.gov/chemical/285.html.

If you have any questions, please feel free to contact me or Michelle Woznick at 716/851-7165.

Sincerely,

David S. Denk
Regional Permit Administrator

Enclosure

MRW; ml

ecc: Mr. Jeffrey Palumbo, Barclay Damon LLP
Mr. Richard Rink, NYSDEC Division of Water
Ms. Molly De Tine, NYSDEC Division of Water
Ms. Rebecca Wightman, Erie County Department of Health
Mr. Jeffrey Burroughs, Town of Amherst

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

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 Director

April 29, 2019

Forbes Capretto Homes
c/o Barclay Damon LLP
9276 Main Street, Suite 3
Clarence, NY 14031

SUBJECT:	Comprehensive Plan Amendment:	**BCPA-2019-01**
	Rezoning Application Review:	**Z-2019-06**
	Proposed:	Mixed-Use Development
	Property located at:	**10060 & 10090 Transit Road**
	Application received:	April 17, 2019
	Representative:	Barclay Damon LLP

Dear Sir/Madam:

Please correct or complete the following items on the Full Environmental Assessment Form submitted with the application:

- Item D.2.e.iv: Please complete.
- Item D.2.j.ii & iii: Please complete.
- Item D.2.q: Indicate if pesticides will be used after construction for lawn maintenance.
- Item E.1.b: The change for lawns and landscaping should show as an increase of 13.5 acres.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/EK/ac
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\BCPA-2019-01 (10060_&_10090_Transit)\Planning Review_4.29.19.doc

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water, Region 9
270 Michigan Avenue, Buffalo, NY 14203-2915
P: (716) 851-7070 | F: (716) 851-7009
www.dec.ny.gov

June 1, 2018

Jeffrey Burroughs, P.E.
Town Engineer
1100 N. Forest Road
Amherst, New York 14221

Matt Salah, P.E.
Coordinator Sewer Construction Projects
Erie County Division of Sewage Management
95 Franklin Street
Buffalo, New York 14202

Dear Mr. Burroughs and Mr. Salah:

Sewer Extension Development
Tributary to Dodge Road Sewer
Town of Amherst and E.C.S.D. #5

On May 23, 2018 we received the downstream sewer capacity assessment (DSCA) for the proposed Fox Creek Phase III Development, located at 9540 Transit Road in Town of Amherst, NY. Although this project is in Erie County Sewer District #5 (ECSD#5), it is proposed to be sewered via all Town of Amherst (TOA) sewers. The flow monitoring for this project captured a 1.33 in. rain event on 4/16/18. On the previous two days, the rain totaled 0.82 in.

The installed flow meter on Dodge Road (Node 3 for this project) showed a peak surcharge condition of 91.75 inches. The surcharge condition above the 24" pipe was 67.75 in. or 5.67 ft. above the top of the pipe in the MH on Dodge Road. A similar surcharge condition was metered in the 8" pipe on Thornbury Drive (Node 2), just upstream of the Dodge Road location. After discussions with the consultants for the Fox Creek Project, and the company that provided the metering service, they affirmed their belief that the information provided was accurate and that the surcharge condition did exist at that approximate level.

This is a considerable surcharge condition that suggests significant I/I and the potential for overflows and basement backups. A better understanding of the peak wastewater flows in the Dodge Road Sewer is needed. After appropriate consideration, the Department has

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

determined that the Fox Creek Project, as well as other projects received for review prior to June 1, 2018, may move forward to gain necessary sewer extension approvals, provided that Erie County DSM and the TOA agree to perform additional flow monitoring and I/I identification and elimination as outlined below.

ECSD#5:

- Must install a flow meter at Dodge Road and Transit Road that accurately meters and records flows through the metering MH including the accurate recording of surcharges on at least a daily basis.

- Must agree to immediately initiate performing SSES/**Inflow** Investigative Work in ECSD#5 along with performing the necessary remediation identified by the investigative work.

Town of Amherst:

- Must also install metering on a temporary basis on Dodge Road for at least one year. This flowmeter must also accurately record surcharges on at least a daily basis.

- Must develop a long-term plan for conveying and/or reducing flow from this area to prevent surcharges, basement backups and potential overflows.

Please note that sewer extension projects received after June 1, 2018 in the area tributary to the Dodge Road Sewer may be reviewed but will not be considered for approval until the above flow monitoring is in place and programs are actively undertaken to identify and eliminate inflow sources in the areas tributary to the Dodge Road Sewer. A summary of the peak metering data along with a summary of the inflow investigative and remedial work must be submitted to the Department twice a year [June, December] by both the TOA and ECSD#5 for development to continue in this area.

If you have any questions regarding this letter or wish to meet to discuss it, please contact me.

Sincerely,

Richard A. Rink

Richard A. Rink, P.E.
Environmental Engineer 2

RAR/tml
cc: Mr. Jeffrey Konsella, NYSDEC, Regional Water Engineer
Ms. Rebecca Whiteman, ECHD
Ms. Jennifer Delaney, ECHD

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

Marshall, Scott

BCPH -2019-01

From: Rutkowski, Edward (DOT) <Edward.Rutkowski@dot.ny.gov>
Sent: Friday, May 24, 2019 10:52 AM
To: Kost, Ellen
Cc: Marshall, Scott; Palumbo, Jeffery D.
Subject: RE: 10060 & 10090 Transit Rd, Proposed Amendment to Comp Plan ~ Residential, Office an Commercial Uses, Town of Amherst
Attachments: 10060-10090 Transit Rd.pdf

Ellen,

I have some additional comments on this project; although not necessarily an issue relative to approving the Amendment to the Comprehensive Plan, but NYSDOT will allow only one curb cut/roadway to service this site and it should be located opposite Lapp Road. Also, the Concept Plan shows parking spaces on Transit Road, partially within th Right-of-Way and it appears that access to these spaces would be directly from Transit Road. If that is the intent, NYSDOT would not permit parking with direct access from Transit Road and the parking spaces should be located entirely within the applicant's property. If the Amendment is approved, the Site Plans would need to be designed to reflect these comments.

If you have any questions, please feel free to contact me either by phone or email.

Sincerely,
Ed

From: Rutkowski, Edward (DOT)
Sent: Thursday, May 23, 2019 4:41 PM
To: Kost, Ellen <EKost@amherst.ny.us>
Cc: Marshall, Scott <SMarshall@amherst.ny.us>; Palumbo, Jeffery D. <jpalumbo@barclaydamon.com>
Subject: 10060 & 10090 Transit Rd, Proposed Amendment to Comp Plan ~ Residential, Office and Commercial Uses, Town of Amherst

Ellen,

New York State Department of Transportation (NYSDOT) reviewed the information submitted for the subject project an has the following comment:

- The EAF states that the action will not result in a substantial increase in traffic. Based on the proposed uses shown on the Concept Plan, the additional traffic generated by the proposed development may have a significant impact to traffic on the State Highway System and a Traffic Impact Study should be prepared for our review.

If you have any questions, please contact me either by email or phone.

Sincerely,
Ed Rutkowski

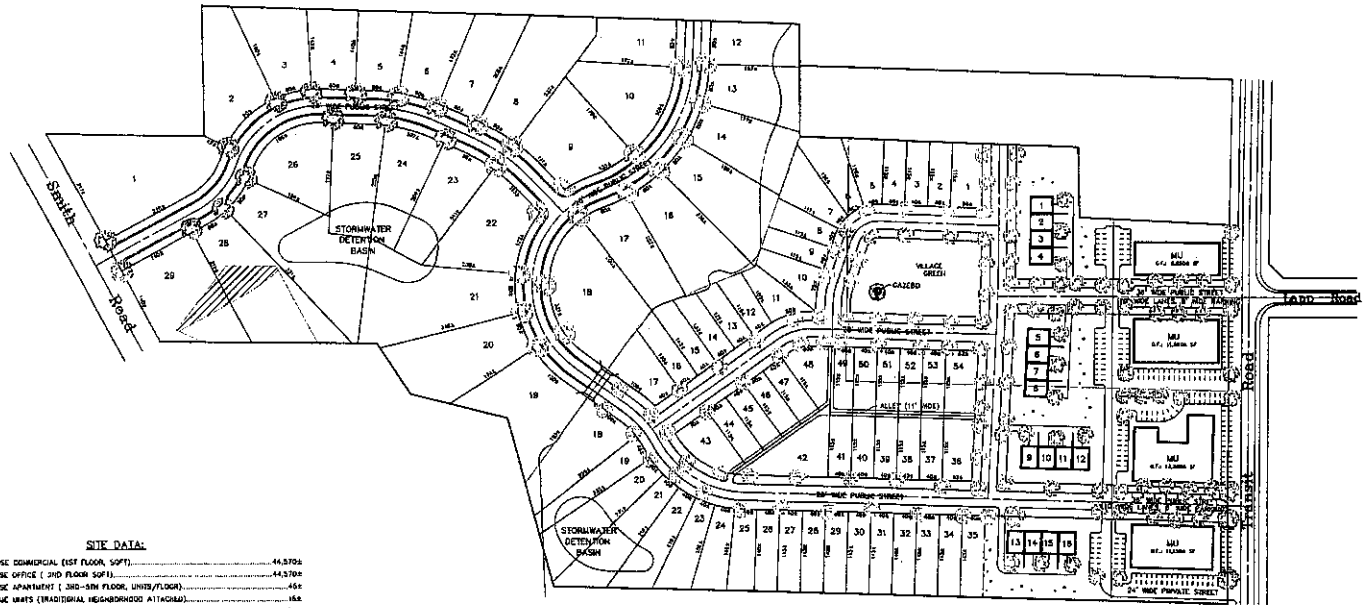
Edward S. Rutkowski, P. E.
SEQR/Site Plan Review Coordinator

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

NYSDOT - Region 5
100 Seneca Street
Buffalo, New York 14203
716-847-3575

NEW YORK STATE OF OPPORTUNITY | Department of Transportation

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)



SITE DATA:

MIXED USE COMMERCIAL (1ST FLOOR, SQFT)	44,570±
MIXED USE OFFICE (2ND FLOOR SQFT)	44,570±
MIXED USE APARTMENT (3RD-5TH FLOOR, UNITS/FLOOR)	45±
TOWNHOUSE UNITS (TRADITIONAL NEIGHBORHOOD ATTACHED)	15±
SINGLE FAMILY (TRADITIONAL NEIGHBORHOOD DETACHED)	54±
SINGLE FAMILY (R2)	29±
REQUIRED PARKING	0 MINIMUM
PROVIDED PARKING (ON-STREET, TRANSIT ROAD)	42±
PROVIDED PARKING (ON-STREET, NEIGHBORHOOD)	32±
PROVIDED PARKING (MU, REAR)	117±
PROVIDED PARKING (TOTAL)	191±

RECEIVED
APR 17 2019
TOWN OF AMHERST
PLANNING DEPT.

Community Design & Development

Town of Amherst
ERIE COUNTY, NEW YORK

Ashley Green
10060 & 10090 Transit Road, Amherst
ERIE COUNTY, NEW YORK STATE

CONCEPT PLAN

1 of 1

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

RECEIVED
MAY 24 2019
TOWN OF AMHERST
PLANNING DEPT.

COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

May 22, 2019

Ellen M. Kost
Assistant Planning Director
Town of Amherst
5583 Main Street
Amherst, NY 14221

Re: **Rezoning for Subdivision – Lead Agency**

Location: **10060 & 10090 Transit Road**
Review No.: **ZR-19-279**

Dear Ms. Kost:

The County of Erie (the "County") has reviewed the above-referenced project (the "Project") referred to us by the Town o Amherst on April 26, 2019. The County offers the following comments based upon its review of the Project:

- The entire project site was included into Agricultural District 17 – Amherst during the 2016 Agricultural District Ope Enrollment period. Please amend the long form EAF to note this (section E.3.).
- Although the property is not currently in agricultural use, an agricultural data statement must be provided whe proposing subdivisions on property located within agricultural districts or within 500 feet of an active farmin operation within an agricultural district. In this case both are true. Copies of the agricultural data statement must b forwarded to the owners of identified farms, as well as the County Planning Division.
- Agricultural District 17 – Amherst is up for review in April 2023. At that time the Town or the property owner ca petition for the removal of these parcels.
- Erie County DEP has no issue with the Town of Amherst serving as Lead Agency in this matter.

This review pertains to the above-referenced municipal ordinance submitted to the Erie County Department of Environment an Planning. This letter should not be considered sufficient for any county approvals. The Town and/or developer must still obtai any other permits and regulatory approvals applicable to this Project.

Sincerely,

Elias Reden
Planner

Erie County | Environment & Planning
95 Franklin St., 1007 | Buffalo, NY 14202
P:(716) 858-1911 | F:(716) 858-7248

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

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 Director

MEMORANDUM May 13, 2021

RECEIVED
MAY 19 2021
TOWN OF AMHERST
PLANNING DEPT.

TO: Daniel Ulatowski, Zoning Enforcement Officer
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Francina Spoth, Town Clerk

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 29.21± ACRES OF LAND FROM **SA & MS TO CTR-2.5, MFR-5 & R-3, Z-2019-06**; PROPERTY LOCATED **10060 & 10080 TRANSIT ROAD**. FORBES CAPRETTO HOMES, PETITIONER.

REVISED SURVEY & LEGAL DESCRIPTION:
Received May 13, 2021

REVIEW:

Do you agree with all statements made? yes.

If you do not, briefly state why: _____

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

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

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

Signature: Douglas Gesel **Date:** 5/18/21

EK/SM/bf
X:\Current_Planning\Files\Rezonings\2019\Z-2019-06_(10060_&_10090_Transit_Rd)_2019\Z-2019-06_Rev_Transmittal_051321.doc
cc: Scott A. Marshall, Principal Planner
Jeff Palumbo, Barclay Damon, 9276 Main St., Suite 3, Clarence, NY 14031
Ken Zollitsch, Greenman-Pedersen, Inc., 4950 Genesee St., Suite 100, Buffalo, NY 14225

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

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 Director

MEMORANDUM May 13, 2021

TO: Daniel Ulatowski, Zoning Enforcement Officer
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Francina Spoth, Town Clerk

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 29.21± ACRES OF LAND FROM **SA & MS TO CTR-2.5, MFR-5 & R-3, Z-2019-06;** PROPERTY LOCATED **10060 & 10080 TRANSIT ROAD.** FORBES CAPRETTO HOMES, PETITIONER.

REVISED SURVEY & LEGAL DESCRIPTION:
Received May 13, 2021

REVIEW:

Do you agree with all statements made? SURVEY & LEGAL DESCRIPTIONS.

If you do not, briefly state why: CORRECTED AS REQUESTED

General comments relative to your agency interests: _____

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

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

Signature: _____ **Date:** 5/24/2021

EK/SM/bf
X:\Current_Planning\Files\Rezonings\2019\Z-2019-06_(10060_&_10090_Transit_Rd)_2019\Z-2019-06_Rev_Transmittal_051321.doc

cc: Scott A. Marshall, Principal Planner
Jeff Palumbo, Barclay Damon, 9276 Main St., Suite 3, Clarence, NY 14031
Ken Zollitsch, Greenman-Pedersen, Inc., 4950 Genesee St., Suite 100, Buffalo, NY 14225

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

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 Director

MEMORANDUM March 31, 2021

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Edward Rutkowski, SEQR Review Coordinator, NYSDOT
Williamsville School District

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 29.21± ACRES OF LAND FROM **SA & MS TO CTR-2.5, MFR-5 & R-3, Z-2019-06**; PROPERTY LOCATED **10060 & 10090 TRANSIT ROAD**. FORBES CAPRETTO HOMES, PETITIONER.

REVISED APPLICATION AND ENVIRONMENTAL ASSESSMENT FORM
Received **March 31, 2021**

This rezoning application revises the zoning districts that were requested in a previous application received in April 2019 for the same property.

REVIEW:

Do you agree with all statements made? Yes.

If you do not, briefly state why: Petitioner must correct the attached rezoning map exhibit to be consistent with his/her rezoning request.

General comments relative to your agency interests: Any rezoning approval should be conditioned on the protection of the existing forest community and the maintenance of the creek in its natural state.

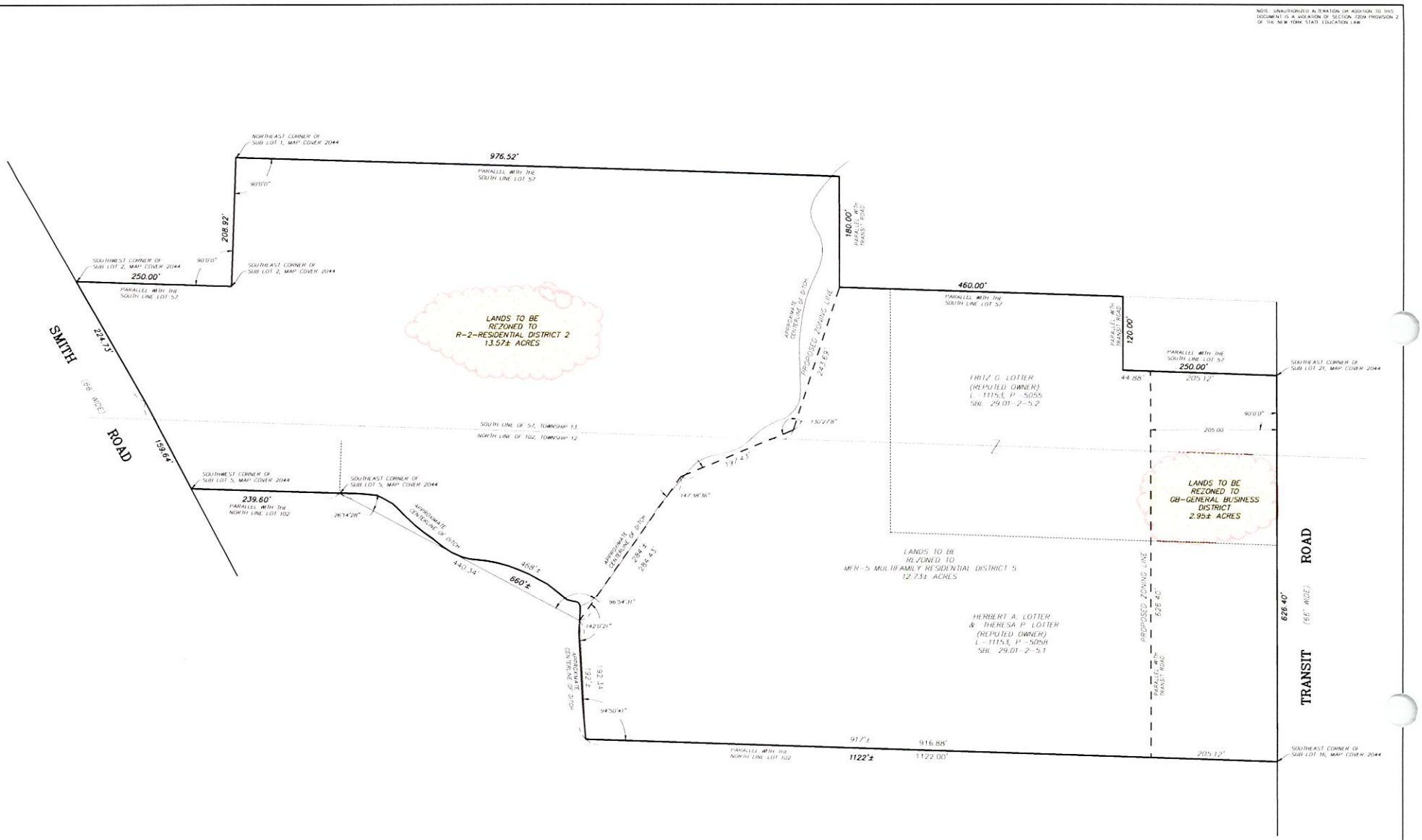
If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.) _____

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

Signature: _____ **Date:** 05/11/2021

EK/bf
X:\Current_Planning\Files\Rezonings\2019\Z-2019-06_(10060_&_10090_Transit_Rd)_2019\Z-2019-06_Rev_Application_and_Environmental_Assessment_033121.doc
cc: Scott A. Marshall, Principal Planner

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)



REFERENCES:

1) BOUNDARY SURVEY PREPARED BY BISSELL STONE ASSOCIATES ENGINEERING AND LAND SURVEYING P.C. JOB NO. 55124-1, DATED MAY 6, 2008 LAST REVISED MAY 21, 2008.

2) BOUNDARY SURVEY PREPARED BY BISSELL STONE ASSOCIATES ENGINEERING AND LAND SURVEYING P.C. JOB NO. 55124-2, DATED MAY 6, 2008 LAST REVISED MAY 21, 2008.

3) SUBDIVISION MAP COVER 2044

RE-ZONING MAP
PART OF LOT 57, TOWNSHIP 13, RANGE 7
AND PART OF LOT 102, TOWNSHIP 12, RANGE 7
HOLLAND LAND COMPANY
TOWN OF AMHERST, ERIE COUNTY, NEW YORK

GPI ENGINEERING, LANDSCAPE ARCHITECTURE SURVEYING, LLP
ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
4950 GENESEE STREET, SUITE 100
BUFFALO, NEW YORK 14225
(716) 633-4844 FAX 633-4940

Job No. 7485 Date: APRIL 12, 2019
Scale 1" = 100' Tax No. 29.01-3-5.1 & 5.2

DATE	REVISION/TYPE

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

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 Director

MEMORANDUM February 18, 2021

TO: Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Edward Rutkowski, SEQR Review Coordinator, NYSDOT
Garrett Hacker, Erie County DPW Highways Division

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director EMK

SUBJECT: REQUEST TO REZONE 29.21± ACRES OF LAND FROM **SA & MS TO CTR-2.5, TR-3 & R-3, Z-2019-06**; PROPERTY LOCATED **10060 & 10080 TRANSIT ROAD**. FORBES CAPRETTO HOMES, PETITIONER

TRAFFIC IMPACT STUDY:
Received February 10, 2021

REVIEW:

Do you agree with all statements made?
Yes. We have no traffic related comments to the TIS as presented.

If you do not, briefly state why: _____

General comments relative to your agency interests: We have no comments regarding this TIS as presented. However, if NYSDOT does not approve both access drives on Transit Road, we will need to see a revised TIS before we can give approval.

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

_____

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

Signature: _____ **Date:** 4/21/21
ECDPW

EK/ac
X:\Current_Planning\Files\Rezonings\2019\Z-2019-06_(10060_&_10090_Transit_Rd)_2019\Z-2019-06_TIS_Transmittal_021821.doc
cc: Scott A. Marshall, Principal Planner

RECEIVED
APR 21 2021
TOWN OF AMHERST
PLANNING DEPT.

5583 Main Street • Williamsville • New York • 14221 • (716) 631-7051 • Fax (716) 631-7153

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

TOWN OF AMHERST

ENGINEERING DEPARTMENT
ERIE COUNTY – NEW YORK
JEFFREY S. BURROUGHS, P.E. – TOWN ENGINEER

DATE: April 20, 2021

TO: Ellen M. Kost, AICP – Assistant Planning Director

From: Brian J. Armstrong, EIT – Assistant Municipal Engineer

SUBJECT: Ashley Green Subdivision Request to Rezone 29.21 Acres of Land from SA & MS to CTR-2.5, MFR-5 & R-3, Z-2019-06
Town of Amherst Project No. 840127A

ADDRESS: 10060 & 10090 Transit Road

PETITIONER: Forbes Capretto Homes

Do you agree with all statements made: Yes

If you do not, briefly state why: N/A

General Comments relative to your agency interests: The petitioner's stormwater analysis and hydraulics report is very thorough and well-presented, clearly indicating that the proposed development-related improvements will have no significant impact on the Ransom Creek and Black Creek floodplains as per Town standards for floodplain developments. Upon subsequent development submissions for this development, the petitioner will however be required to expand the hydraulics modeling report to indicate similar analysis for Town Ditch 26D1 from a point 2,000 feet upstream of the Transit Road culvert, through the proposed development and downstream to its confluence with Black Creek. Assuming similar results, this ana ysis will then fully confirm that the proposed development will have no significant impacts on the entire watershed surrounding this development.

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

Signature: _____ **Date:** 4/20/21

RECEIVED
APR 20 2021
TOWN OF AMHERST
PLANNING DEPT.

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

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

RECEIVED
Williamsville Central School District
APR 07 2021
Asst Superintendent for
Finance & Management Services

RECEIVED
APR 14 2021
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM March 31, 2021

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Edward Rutkowski, SEQR Review Coordinator, NYSDOT
Williamsville School District

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director EMK

SUBJECT: REQUEST TO REZONE 29.21± ACRES OF LAND FROM **SA & MS TO CTR-2.5, MFR-5 & R-3, Z-2019-06**; PROPERTY LOCATED **10060 & 10090 TRANSIT ROAD**. FORBES CAPRETTO HOMES C/O JEFFREY PALUMBO, PETITIONER.

REVISED APPLICATION AND ENVIRONMENTAL ASSESSMENT FORM
Received **March 31, 2021**

This rezoning application revises the zoning districts that were requested in a previous application received in April 2019 for the same property.

REVIEW:

Do you agree with all statements made? No comments at this time.

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

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

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

Signature: _____ **Date:** 4/9/21

EK/bf
X:\Current_Planning\Files\Rezonings\2019\Z-2019-06_(10060_&_10090_Transit_Rd)_2019\Z-2019-06_Rev_Application_and_Environmental_Assessment_033121.doc
cc: Scott A. Marshall, Principal Planner

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

Amherst

Town of Amherst Planning Department — Erie County, New York

RECEIVED
APR 09 2021
TOWN OF AMHERST
PLANNING DEPT.

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Ellen M. Kost, AICP
Assistant Planning Directo

MEMORANDUM

March 31, 2021

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Edward Rutkowski, SEQR Review Coordinator, NYSDOT
Williamsville School District

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director EMK

SUBJECT: REQUEST TO REZONE 29.21± ACRES OF LAND FROM **SA & MS TO CTR-2.5, MFR-5 & R-3, Z-2019-06**; PROPERTY LOCATED **10060 & 10090 TRANSIT ROAD**. FORBES CAPRETTO HOMES C/O JEFFREY PALUMBO, PETITIONER.

REVISED APPLICATION AND ENVIRONMENTAL ASSESSMENT FORM
Received **March 31, 2021**

This rezoning application revises the zoning districts that were requested in a previous application received in April 2019 for the same property.

REVIEW:

Do you agree with all statements made? N/A

If you do not, briefly state why: N/A

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

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

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

Signature: /s/ Stanley Sliwa **Date:** 4/8/21

EK/bf
X:\Current_Planning\Files\Rezonings\2019\Z-2019-06_(10060_&_10090_Transit_Rd)_2019\Z-2019-06_Rev_Application_and_Environmental_Assessment_033121.doc
cc: Scott A. Marshall, Principal Planner

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

Z-2019-06
10060-1009
Transc

COMMUNICATION 2021-69
COMPLETED DOC ID: 23369

Daumen - Opposition to Forbes/Capretto Project

Email from Francis and Colleen Daumen voicing their concerns with respect to the Forbes/Capretto project planned on the parcel at 10600 Transit Road.

6/21/2021
Referred to Planning.

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

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

Cooper, Kathy

Subject: FW: Forbes/ capretto project @10060 Transit Road

From: Colleen daumen <
Date: 6/6/21 8:56 PM (GMT-05:00)
To: "Kulpa, Brian J." <bkulpa@amherst.ny.us>, "Berger, Jacqualine" <jberger@amherst.ny.us>, "Bucki, Debbie" <dbucki@amherst.ny.us>, "Lavin, Shawn A." <slavin@amherst.ny.us>, "Szukala, Michael" <mszukala@amherst.ny.us>, "Lucey, Patrick G." <plucey@amherst.ny.us>
Subject: Forbes/ capretto project @10060 Transit Road

Attention:
Brian Kulpa
J Berger
D. Bucki
S. Lavin
M. Szukala
Forbes/ Capretto Homes

We are writing this letter to inform the Town of Amherst Supervisor, Town Board, Town planning board as well as Forbes Capretto
Builders that they will be held responsible for any and all traffic accidents, pedestrian injuries, basement and sewage backups that may occur as a result of them moving forward on an ill thought out and self serving project planned on parcel at 10060 Transit Road. The 1200+ families of Ransom Oaks's have seen numerous accidents as well as a pedestrian death on Smith road ...specifically Smith and Glen oak drive.. The current heavy traffic on the 2 lane Smith and Transit Roads will only worsen the congestion and potential incidents. Entrances on Transit and Smith as well as a planned intrusion from our development on Ruby lane will further endanger our community.
Moving on to the next concern, we have also had yard , basement and road flooding as well as sewage back up due to the already overwhelmed system. This has been exacerbated since the Dockside community was wedged into a shrinking available town land space. It is my understanding from the sewage plant that some codes may not have been followed there!
The Swormville fire Department is unable to service more than a 3 story structure as well due to the fact they have no appropriate ladder truck.
To conclude..
This is an election year and when the candidates speak of being there for Amherst residents, let's hope their actions meet their words. Our residents are prepared to sign petitions and rally if needed to stop the project. There is plenty of open land in other towns of Erie County. Please stop this over development.
Francis and Colleen Daumen

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

RECEIVED
MAY 10 2021
TOWN OF AMHERST
PLANNING DEPT.

Francis X. Daumen
418 Glen Oak Dr., East Amherst, NY 14051

Francis X. Daumen
Securities Registered Principal
Financial Advisor

Telephone: 716-689-4761
Fax: 716-689-4761
Cell: 716-983-5494
fdaumen@ae.cadaretgrant.com

May 5, 2021

Amherst Planning Board

5583 Main Street

Williamsville NY 14221

Dear Sir:

In response to your recent latter egarding the rezone and building plan for 10060 and 10090 Transit Road, I am sending you a list of questions and concerns for this project. As a side note, must every square inch of Amherst be built upon?

Question and concerns:

1. Flooding from the creek that runs from Transit behind Ransom Oaks and eventually along Smith Road through the golf course. It is constantly choked with weeds that you should clean annually. It is a major source of flooding and adding many new properties will only make the problem worse.
2. I was told by the head of the sewage treatment plant that there is a major issue with pumping new, large amounts of waste along Smith to the lift pump found on the corner of Smith and New. New increased volume would not be able to be handled. He also mentioned that the large Dockside development never completed the sewer line to handle their waste as promised and they have constant issues.
3. The traffic at Smith and Transit is a huge problem today. In the morning traffic is backed up several signal changes. There have been numerous accidents at that corner. Adding multiple homes would change a problem into a nightmare.
4. Has the core of engineers done a sewage study along with a water/ground study yet? Has anyone done a traffic assessment?

It is impossible to believe that the Planning Board cannot see the many problems this proposed plan brings to East Amherst.

Sincerely yours,

Francis X. Daumen

Securities are offered through Cadaret Grant & Co., Inc. member FINRA/SIPC
One Lincoln Center, Syracuse, NY 13202 315-471-2191
Francis X. Daumen and Cadaret Grant & Co., Inc. are separate entities

Attachment: Z-2019-06 Town Board letter Transit 2 080921 (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

RANSOM OAKS

Ransom Oaks Community Corporation 101 Ransom Oaks Drive East Amherst, NY 14051

Town of Amherst Town Board
Municipal Building (Town Hall)
5583 Main Street
Williamsville, NY 14221

August 6, 2021

Re: Forbes Capretto Rezoning Proposal

Dear Chairman Kulpa and Members of the Town Board:

We are writing to you on behalf of the Ransom Oaks Community Corporation (the "**Community**") located in the Town of Amherst (the "**Town**"). As you know, the Community consists of 1,130 residences, and is adjacent to the proposed Forbes Capretto Homes ("**Forbes Capretto**" or "**Applicant**") rezoning/redevelopment project site at 10060 and 10090 Transit Road, East Amherst, NY, 14051 ("**Rezoning Site**"). As you are aware, the Applicant has proposed to rezone certain property within the Town to construct a mixed-use commercial and residential development. The Community adamantly urges the Town to reject this proposal.

The Community has reviewed the rezoning request, which we understand consists of a proposal to: rezone 29.21 acres from S-A (Suburban Agricultural) and MS (Motor Service District) to R-3 (Residential District Three, 13.57 acres), MFR-5 (Multifamily Residential District Five, 12.73 acres, and CTR-2.5 (Retrofit Zoning District 2.95 acres), all for the currently-stated purpose of constructing a "mixed use commercial/ residential with [a] variety of attached/detached multi and single family housing" development (collectively, the "**Project**"). The Project would result in 120 new dwelling units (52 single family and 68 multifamily).[1]

First and foremost, we appreciate your time in reviewing and your consideration of the issues raised in this letter.

[1] We respectfully note that the Project application materials reviewed by the Planning Board contained a number of outdated documents and references, which make it unclear whether the Applicant is proposing 120 units or as many as 150.

Attachment: Ransom Oaks Opposition Letter (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

Based on a review of: (i) documentation submitted by the Applicant to the Town Planning Board, including information presented at public hearings; (ii) materials provided by the Applicant to the Community's representatives; and (iii) relevant provisions of the Zoning Ordinance of the Town ("**Zoning Code**") and the Town's Bicentennial Comprehensive Plan, amended December 14, 2020 ("**Comprehensive Plan**"), the Community feels very strongly that an approval by the Town allowing the Applicant to continue forward with the Project would be devastating to the Community and its residents, both immediately and in the long-term. The Community's reasoning is set forth below.

I. The Proposed Project is Inconsistent with the Comprehensive Plan

Through its submissions, the Applicant asserts that the Project is consistent with the Comprehensive Plan. However, the documents submitted by the Applicant offer very little in terms of details, and instead rely on generalized statements and conclusory language in an attempt to establish this purported consistency.

For instance, the rezoning documentation submitted by the Applicant states that the Comprehensive Plan encourages (at the Rezoning Site) "compatible mixed and commercial uses, which the proposed project provides." However, the rezoning submission to the Planning Board seems to rely on an outdated version of the Comprehensive Plan's Conceptual Land Use Plan ("**Land Use Plan**"). The Applicant sites to the Town's 2018 version of the Comprehensive Plan and to the March 2009 version of the Land Use Plan (see Exhibits A and B of Applicant's Planning Board submission). As discussed further below, the vast majority of the Rezoning Site appears to be designated as single-family residential (and open/green space), and not mixed-use, as asserted in the rezoning application. The current Comprehensive Plan contains an updated Land Use Plan dated December 2020, and *the Applicant should not be able to rely on an inapplicable/outdated version of the Comprehensive Plan in attempting to establish the Project's consistency with the same.*

There are two key reasons why the Project is, in fact, inconsistent with the current Comprehensive Plan, and as such, should be rejected by the Town:

1) The Project calls for multi-family residential and commercial development in an area identified primarily for single-family residential development (see Comprehensive Plan Figure 6, Land Use Plan).

Attachment: Ransom Oaks Opposition Letter (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

Contrary to the Applicant's assertions, the Rezoning Site is mostly within the single-family residential area on the Land Use Plan, with smaller portions of the Rezoning Site being within areas designated as (a) recreation, open space & greenways and (b) commercial/mixed use. The Community notes that the Applicant's submissions do not appear to identify any specific proposed recreation, open space or greenway areas or plans. Even more, the Comprehensive Plan recommends that "new infill development" in single-family residential areas should be "consistent with the established character of surrounding/connected neighborhoods." In this case, the Project is not consistent with the established (primarily) single-family residential nature of the Community, as it proposes both multi-family residential and commercial development. In fact, the Comprehensive Plan states (referring to an area slightly south of the Project):

> As an example, to the north of North French Road there exists a large area of large, deep frontage lots that reflects a rural development pattern. While this area is zoned for single-family development at higher densities, the pattern of land parcels does not lend itself to land assembly and efficient subdivision development. Therefore, in spite of the suburban zoning and the availability of utilities and public facilities, the area designated for single-family use north of North French Road should strive to retain much of its low-density rural pattern and character, avoiding long uninterrupted strips of housing.

While the lot referred to in the Comprehensive Plan is not the same as the Rezoning Site, the directive of the Comprehensive Plan remains the same - land development must reflect sensible, low-density, single-family residential development. The Project, by contrast, proposes a majority of multifamily units, and only 2 acres of open space.

> 2) The Project would disrupt the "neighborhood fabric and quality of life" by allowing undesired commercial intrusion into an area designated as single-family residential (see Comprehensive Plan section 3.3.1).

The rezoning documentation provides no discussion as to what types of commercial uses may accompany the Project, which understandably makes the Community apprehensive about a blanket approval for the desired rezoning. This is especially true because the CTR 2.5 district "is intended to provide for a variety of retail, service and commercial uses, as well as multi-family residences or offices."

Attachment: Ransom Oaks Opposition Letter (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

If the Project is approved, the Community believes it is important to point out each of the non-residential uses that are permitted by right in the CTR 2.5 district, thus, having the potential to be constructed as part of the Proposed Project[2]: (1) ambulance service; (2) business college, commercial school; (3) college, university; (4) day care*; (5) passenger station; (6) place of worship; (7) public utility service structure or facility*; (8) school, elementary/secondary; (9) utility, minor; (10) animal care*; (11) drive-through facility*; (12) lodging; (13) medical; (14) office; (15) personal service; (16) recreation, indoor; (17) restaurant; (18) restaurant with outdoor dining*; (19) retail sales and service; (20) vehicle sales, indoor; and (21) all uses and structures customarily incidental to a principal use.

Suffice it to say, approval of the Project opens the door to many potential uses that are not compatible with the character of the Community or surrounding areas. Even if the Applicant has no intention to develop any of the above commercial uses at the Rezoning Site, a future owner of the subject parcels could decide to establish one or more of these uses. At a minimum, the Town should, as a practice, consider rejecting rezoning petitions that do not clearly limit the types of commercial establishments that are proposed to be developed in largely residential areas.

Further, the development schedule provided for the Project suggests that development will span over four years. The fact that the rezoning of the Rezoning Site results in four years' worth of development activity immediately abutting residential neighborhoods is further evidence that the rezoning will impact the adjacent communities.

II. The Proposed Project is Not Consistent with the Intent and Objectives of the Zoning Code

Sections 1-2-1 and 1-2-2 of the Zoning Code set forth the purposes and objectives of the same in order to clearly identify the priorities of the Town as it pertains to land development and public health and safety, including the convenience, comfort, prosperity, and general welfare of its citizens. Although the Applicant asserts that the Proposed Project is consistent with the Zoning Code's intent and objectives, the Community quickly identified several objectives incompatible with the Proposed Project that should result in the Town rejecting the rezoning petition.

[2] A "*" denotes those uses which are permitted but subject to supplemental use standards.

Attachment: Ransom Oaks Opposition Letter (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

The following Zoning Code objectives (under section 1-2-2) are not supported by the Proposed Project:

- Subsection A - "To protect the character and values of residential, institutional and public uses, business, commercial and manufacturing uses and to insure their orderly and beneficial development"

  Without outright rejecting or conditioning any potential approval of the Proposed Project, the rezoning will not ensure orderly and beneficial development nor will it protect the single-family residential values or character of the Community.

- Subsections C and D - "To prevent overcrowding of the land" and "To prevent excessive concentration of population and to prevent sparse and uncoordinated development"

  The Applicant is proposing to construct a mixed-use development that will likely consist of multi-family residential and commercial establishments in an area that is well established and designated primarily as single-family residential. The Proposed Project could very easily lead to overcrowding of the Community given the close proximity between the two, and due to the proposed connecting roads.

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

  As discussed further below, the Proposed Project will create more street congestion and more instances of automobile/pedestrian interactions, thus, leading to streets that are less safe and less attractive to future potential Community residents.

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

Attachment: Ransom Oaks Opposition Letter (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

As discussed in detail above, the Proposed Project is not consistent with the policies of the Comprehensive Plan. For example, the Center 2.5 District "is intended to provide for a variety of retail, service and commercial uses, as well as multi-family residences or offices."

III. The Proposed Project Creates Traffic and Safety Issues

The Proposed Project intends to establish a new road that would connect directly from Transit Road, a high-traffic State Route, to Ruby Lane, a local road within the Community. This development would bring higher levels of traffic in an otherwise quiet and low-traffic, residential street, increasing the likelihood of dangerous pedestrian-automobile interactions. If approved, the Proposed Project would connect commercial establishments and multi-family residential homes to streets that have enjoyed the single-family residential nature of the community. As the new development would necessarily increase traffic flow through a residential street, Community residents would be faced with: (a) busier and noisier streets with higher levels of traffic originating from outside of the Community; and (b) streets that are undoubtedly more dangerous to children and other pedestrians.

IV. The Proposed Project Presents a Stormwater and Flooding Hazard

According to a Stormwater Management System Summary Report dated February 2021 and prepared by Greenman-Pederson, Inc. ("**Stormwater Report**"), the Project would increase impervious surface coverage of the Rezoning Site from 1.4% to 41.2%, a 29-fold increase. The Rezoning Site consists of wetlands, which act as a natural drainage area for rainwater, including from surface water runoff. However, if developed, detention ponds would need to be constructed (3 of them, according to the Stormwater Report) in order to collect and detain stormwater runoff generated from the Project. Even so, the Community (and Erie County in general) recently received near-record amounts of rainwater over the last month, and Community residents have reported valid concerns regarding any new development's impact on potential flooding issues.

Conclusion

In sum, the proposed Project would be a detriment to the Community, which is a long-established planned neighborhood of primarily single-family homes, and also patio homes, condos and town homes. Our Community markets itself as a peaceful, friendly, and private residential community ideal for relaxation and recreation for families,

Attachment: Ransom Oaks Opposition Letter (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

children and adults. The Community feels very strongly that the proposed redevelopment is premature and, if rushed through, will have lasting impacts on these important qualities, including negative impacts to aesthetics, property values, and residents' quality of life they currently enjoy as part of the Community.

Accordingly, we urge the Town to deny the rezoning petition as proposed in order to avoid potentially costly and long lasting harmful impacts to the Community.

Sincerely,

Christopher Bogdan
President, Ransom Oaks Community Corporation

Attachment: Ransom Oaks Opposition Letter (RES-2021-678 : 10060 & 10090 Transit Road Rezoning)

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Town Clerk
DOC ID: 25084

COMMUNICATION 2021-112 **APPROVED**

Request for Public Hearing

Request from Sean W. Hopkins, Esq. to schedule a public hearing to amend the zoning classification of 3325 Millersport Highway from GB to MFR-5 & R-3 and portion of 3275 Millersport Highway from R-3 to MFR-5.

This hearing has been set for January 18th.

12/20/2021
Consent

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

HSM

November 26, 2021

Kathleen Cooper, Deputy Town Clerk
Town of Amherst Town Clerk's Office
5583 Main Street
Williamsville, NY 14221

Re: Rezoning of 3325 Millersport Highway from GB to MFR-5 & R-3 and
Portion of 3275 Millersport Highway from R-3 to MFR-5 [Z-2021-08]
Applicant/Project Sponsor: The Green Organization
File No. 10173.11

Dear Kathy:

This letter is being submitted on behalf of The Green Organization ("Project Sponsor") to request that the Town Board adopt a resolution during its meeting on Monday, December 20th for the purpose of scheduling a public hearing in connection with the pending request to amend the zoning classification of 3325 Millersport Highway from GB to MFR-5 and R-3 and 3275 Millersport Highway from R-3 to MFR-5. The Project Sponsor is requesting that the public hearing be scheduled for the second meeting of the Town Board to be held in January.

The Planning Board held a public hearing on the pending requested amendment of the zoning classifications of 3325 Millersport Highway from GB to MFR-5 and R-3 and 3275 Millersport Highway from R-3 to MFR-5 during its meeting on Thursday, November 18th and adopted a resolution by a unanimous vote issuing a favorable recommendation to the Town Board.

Please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com with any questions regarding this letter.

Thank you for your anticipated cooperation.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Scott A. Marshall, Principal Planner
Matthew Green, The Green Organization
Christopher Wood, P.E., Carmina Wood Morris DPC

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Attachment: hopkins ltr millersport (COM-2021-112 : Request for Public Hearing)

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Town Clerk
DOC ID: 25098

COMMUNICATION 2021-113

APPROVED

Request for Public Hearing

Request from James A. Boglioli, Esq. to schedule a public hearing to rezone 1501-1551 Niagara Falls Boulevard from CTR-5 to DC-3.

This hearing has been set for the first Town Board meeting in February.

12/20/2021
Consent

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

BENDERSON DEVELOPMENT COMPANY, LLC. • 570 Delaware Ave., Buffalo, NY 14202 • 716/886-0211• FAX 716/886-2269 • www.benderson.com

November 30, 3021

VIA E-MAIL AND REGULAR MAIL
Francina J. Spoth, Town Clerk & Receiver of Taxes
Amherst Municipal Building
5583 Main Street
Williamsville, NY 14221

RE: Request to Amend 13.9 +/- Acres of and from CTR-5 to DC-3 (Z-2021-09)
Property Located at 1501-1551 Niagara Falls Blvd. (BDP# 5256)

Dear Ms. Spoth:

In connection with the above-referenced application, on November 18, 2021, the Planning Board considered the request to rezone the subject property from CTR-5 to DC-3 recommended that it be **approved** by the Town Board. We respectfully request that this matter be placed on a public hearing before the Town Board.

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

Thank you,
BENDERSON DEVELOPMENT COMPANY, LLC

James A. Boglioli

James A. Boglioli, Esq.
Director, Right to Build – Northeast US

Cc: Daniel C. Howard, AICP
Planning Director

Attachment: benderson ltr 1501-1551 NFB (COM-2021-113 : Request for Public Hearing)

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Councilmembers
DOC ID: 25081

COMMUNICATION 2021-114 **REFERRED**

Comments Regarding 1789 Dodge Road Property

The attached communication is from a resident(s) regarding the rezoning of 1789 Dodge Road.

12/20/2021
Referred to Planning, Building & Town Attorney.

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

Name*:	William Pitz
Address:	[redacted] East Amherst, NY 14051-2109
Phone*:	[redacted]
Email:	[redacted]
Please select the Board or Committee you wish to contact*:	Town Board
Comment/Question/Etc.:	Hello, This is in regards to 1789 Dodge Rd. Thank you for letting me speak at the Town Board meeting on this. I had asked some questions and again Mr Rurbino or his lawyer answered them. I also wanted to point out in his first application there was many false statements. Some of which is how close it is to the school, where he lives, among others. We feel we cant trust anything he has to say. It is criminal to destroy a beautiful 100 year old home that is well known on our road. I would hope this would also be taken into account. It is some of out charm. We have lost 2 families over this deal. One is across the street from me and the other is next door to me. Both told me they wanted out before the subdivision is put in. It would be hard to have the rural setting with a 15 home development less than 125 feet away. Thank you for your time.

Attachment: COMMUNICATION 1789 Dodge Rd 20211220 (COM-2021-114 : Comments Regarding 1789 Dodge Road Property)

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Town Clerk
DOC ID: 25074

COMMUNICATION 2021-115 **REFERRED**

Supplemental Summons and Amended Verified Complaint: Bank of America, N.A. Vs. Town of Amherst Et Al.

12/20/2021
Referred to Town Attorney.

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

FILED: ERIE COUNTY CLERK 03/12/2020 04:40 PM INDEX NO. 802119/2018
NYSCEF DOC. NO. 53 RECEIVED NYSCEF: 03/12/2020

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

BANK OF AMERICA, N.A.,

Plaintiff,

-against-

DIANE LATTIMER, AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, MICHAEL ESCHBORN, AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, DECEASED, JOANN CHRONISTER, AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, DECEASED, SUE PETRILLO, AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, DECEASED AND TOWN OF AMHERST and "John Doe" and/or "Jane Doe" # 1-10 inclusive, the last ten names being fictitious and unknown to plaintiff, the persons or parties intended being the tenants, occupants, person or corporations, if any, having or claiming an interest in or lien upon the premises described in the complaint,

Defendants.

Index No. 802119/2018
Date Filed:

SUPPLEMENTAL SUMMONS

Plaintiff designates Erie County as the place of trial based on the location of the mortgaged premises in this action.

We are attempting to collect a debt, and any information obtained will be used for that purpose.

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 this summons, to serve a notice of appearance, on the plaintiff's attorneys within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York) or within (60) days after service of this summons if it is the United States of America; and in case of your failure to

Attachment: DOC111921-111920211102721 (COM-2021-115 : Supplemental Summons and Amended Verified Complaint: Bank of America, N.A.

FILED: ERIE COUNTY CLERK 03/12/2020 04:40 PM INDEX NO. 802119/2018
NYSCEF DOC. NO. 53 RECEIVED NYSCEF: 03/12/2020

appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

NOTICE

YOU ARE IN DANGER OF LOSING YOUR HOME

If you do not respond to this summons and complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home. Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property. Sending a payment to your mortgage company will not stop this foreclosure action.

YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.

NOTICE OF NATURE OF ACTION AND RELIEF SOUGHT

This is an action to foreclose a mortgage lien on the premises described herein.

The object of the above captioned action is to foreclose a first Mortgage to secure $79,200.00 and interest, recorded in the Office of the County Clerk of Erie County on July 7, 2008 in Book 13411, Page 1246; and a second Mortgage to secure $3,145.71 and interest, recorded in the Office of the County Clerk of Erie County on October 25, 2012 in Book 13605, Page 7361, which mortgages were consolidated by a Consolidation, Extension and Modification Agreement, consolidating the First Mortgage and the Second Mortgage to form a single lien in the amount of $78,750.00 (the "Consolidated Mortgage") which was recorded in the Office of the County Clerk of Erie County on October 25, 2012 in Book 11232, Page 230, which mortgage was assigned to

Attachment: DOC111921-111920211102721 (COM-2021-115 : Supplemental Summons and Amended Verified Complaint: Bank of America, N.A.

FILED: ERIE COUNTY CLERK 03/12/2020 04:40 PM INDEX NO. 802119/2018
NYSCEF DOC. NO. 53 RECEIVED NYSCEF: 03/12/2020

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR BANK OF AMERICA, N.A. by assignment of mortgage dated July 26, 2012, which was recorded in the Office of the County Clerk of Erie County on October 25, 2012 in Book 13605, Page 7358, which mortgage was modified by a Loan Modification Agreement dated May 14, 2014, to modify said mortgage to an amount of $77,014.24, which was recorded in the Office of the County Clerk of Erie County on June 17, 2014 in Book 13684, Page 6569, which mortgage was further assigned to BANK OF AMERICA, N.A. by assignment of mortgage dated October 5, 2017, which was recorded in the Office of the County Clerk of Erie County on October 12, 2017 in Book 13830, Page 9964, covering premises known as 689 LONGMEADOW ROAD, AMHERST, COUNTY OF ERIE, STATE OF NEW YORK 14226 (SECTION 67.16, BLOCK 8, LOT 10).

The relief sought in the within action is a final judgment directing the sale of the premises described above. The Plaintiff also seeks a deficiency judgment against the Defendants, DIANE LATTIMER, AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, MICHAEL ESCHBORN, AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, DECEASED, JOANN CHRONISTER, AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, DECEASED and SUE PETRILLO, AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, DECEASED, for any debt secured by said Mortgage which is not satisfied by the proceeds of the sale of said premises, unless discharged in bankruptcy.

Dated: Roslyn Heights, New York
3/11, 2020

DAVID A. GALLO & ASSOCIATES LLP

By: _____
FRANK A. MORRONE ESQ.
Attorneys for Plaintiff
99 Powerhouse Road - First Floor
Roslyn Heights, NY 11577

Attachment: DOC111921-11192021102721 (COM-2021-115 : Supplemental Summons and Amended Verified Complaint: Bank of America, N.A.

FILED: ERIE COUNTY CLERK 03/12/2020 04:40 PM INDEX NO. 802119/2018
NYSCEF DOC. NO. 53 RECEIVED NYSCEF: 03/12/2020

(516) 583-5330
(516) 583-5333 - fax

TO: DIANE LATTIMER, AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, DECEASED
924 RANSOM ROAD
GRAND ISLAND, NY 14072

MICHAEL ESCHBORN, AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, DECEASED
6996 CAMPBELL BOULEVARD
NORTH TONAWANDA, NY 14120

JOANN CHRONISTER, AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, DECEASED
141 WINDMERE BOULEVARD
BUFFALO, NY 14226

SUE PETRILLO, AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, DECEASED
699 LONGMEADOW ROAD
BUFFALO, NY 14226

TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

Attachment: DOC111921-11192021102721 (COM-2021-115 : Supplemental Summons and Amended Verified Complaint: Bank of America, N.A.

FILED: ERIE COUNTY CLERK 03/12/2020 04:40 PM INDEX NO. 802119/2018
NYSCEF DOC. NO. 54 RECEIVED NYSCEF: 03/12/2020

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

BANK OF AMERICA, N.A.,

Plaintiff,

-against-

DIANE LATTIMER, AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, MICHAEL ESCHBORN, AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, DECEASED, JOANN CHRONISTER, AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, DECEASED, SUE PETRILLO, AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, DECEASED AND TOWN OF AMHERST and "John Doe" and/or "Jane Doe" # 1-10 inclusive, the last ten names being fictitious and unknown to plaintiff, the persons or parties intended being the tenants, occupants, person or corporations, if any, having or claiming an interest in or lien upon the premises described in the complaint,

Defendants.

Index No. 802119/2018

AMENDED VERIFIED COMPLAINT

MORTGAGE FORECLOSURE

Plaintiff BANK OF AMERICA, N.A., (hereinafter referred to as "BANA"), by its attorneys, David A. Gallo & Associates LLP, complains and alleges, upon information and belief, as follows:

1. This is an action to foreclose a mortgage lien on the premises described herein.

2. The plaintiff is the mortgagee and the holder of the subject note and mortgage and if not the owner, has been delegated the authority to institute a mortgage foreclosure action by the owner and holder of the subject note and mortgage. See attached note incorporated herein. Foreclosing party or creditor ("Noteholder"), directly or through an agent, has possession of the promissory note. The promissory note is either made payable to the Foreclosing Party or has been duly indorsed.

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3. Where applicable, the plaintiff has complied with all of the provisions of the Banking Law § 595-a and rules and regulations promulgated thereunder, Banking Law § 6-l or 6-m as applicable to the subject loan, and RPAPL § 1304, as amended.

4. The plaintiff, assignee or mortgage loan servicer, has timely complied with the provisions of RPAPL § 1306.

5. A ninety (90) day pre-foreclosure notice ("90 Day Notice") was sent to ALLEN F. ESCHBORN AKA ALLEN ESCHBORN on August 21, 2017 to the address of the property, at 689 LONGMEADOW ROAD, AMHERST, County of Erie, State of New York 14226 and to the Borrowers' last known address which is 689 LONGMEADOW ROAD, AMHERST, NY 14226, by registered or certified and first class mail. The certified mailing bore United States Postal Service Tracking Number 9314710011700925377306. An additional copy was sent to 467 JOHN JAMES AUDUBON PARKWAY, APT. 226, BUFFALO, NY 14228 on August 21, 2017.

6. A ninety (90) day pre-foreclosure notice ("90 Day Notice") was also sent to CAROL A. ESCHBORN AKA CAROL ESCHBORN on August 21, 2017 to the address of the property, at 689 LONGMEADOW ROAD, AMHERST, County of Erie, State of New York 14226 and to the Borrowers' last known address which is 689 LONGMEADOW ROAD, AMHERST, NY 14226, by registered or certified and first class mail. The certified mailing bore United States Postal Service Tracking Number 9314710011700925377320. An additional copy was sent to 467 JOHN JAMES AUDUBON PARKWAY, APT. 226, BUFFALO, NY 14228 on August 21, 2017.

7. The title of the 90 Day Notice was typed in at least fourteen (14) point font. The text following the title of the 90 Day Notice was typed in at least fourteen (14) point font.

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8. Plaintiff is, and at all times relevant herein was, a corporation authorized to conduct business in the State of New York, with its principal place of business c/o BANK OF AMERICA, N.A., located at 101 NORTH TRYON STREET, CHARLOTTE, NC 28255.

9. The premises, which are the subject of this action, are situated at 689 LONGMEADOW ROAD, AMHERST, COUNTY OF ERIE, STATE OF NEW YORK 14226 (the "Premises").

10. DIANE LATTIMER, AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, DECEASED is named as Defendant because she is the purported owner of record of the Premises.

11. MICHAEL ESCHBORN, AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, DECEASED is named as Defendant because he is the purported owner of record of the Premises.

12. JOANN CHRONISTER, AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, DECEASED is named as Defendant because she is the purported owner of record of the Premises.

13. SUE PETRILLO, AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, DECEASED is named as Defendant because she is the purported owner of record of the Premises.

14. "John Doe" and/or "Jane Doe" # 1-10 inclusive, are fictitious and unknown to plaintiff. They are named as defendants to designate any and all tenants, occupants, persons, corporations or heirs at law, if any, having or claiming an interest in or lien upon the Premises.

15. The following are made party defendants herein solely because they may have or claim to have a lien affecting the Premises:

Attachment: DOC111921-111920211102721 (COM-2021-115 : Supplemental Summons and Amended Verified Complaint: Bank of America, N.A.

N/A

The following is made a party defendant herein solely because it may have or claim to have a subordinate mortgage affecting the Premises:

TOWN OF AMHERST

The above liens are subject and subordinate to the lien of the Plaintiff's mortgage. (See, copy of Mortgage/Judgment Schedules attached hereto and made part hereof.)

16. On or about September 5, 2012, decedents ALLEN F. ESCHBORN AKA ALLEN ESCHBORN AND CAROL A. ESCHBORN AKA CAROL ESCHBORN, ("Decedents") executed and delivered to BANK OF AMERICA, N.A. a Consolidated Note (the "Note"), whereby the Defendants agreed to pay to BANK OF AMERICA, N.A. or its transferees the sum of $78,750.00, plus increases in principal, if any, with interest thereon, installments of principal and interest to be paid monthly, in substantially equal payments on the same date of each month until maturity, all as provided in the Note.

17. As collateral security for the payment of the Note, decedents ALLEN F. ESCHBORN AKA ALLEN ESCHBORN AND CAROL A. ESCHBORN AKA CAROL ESCHBORN executed, acknowledged, and delivered to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR ADVANCED FINANCIAL SERVICES, INC. a mortgage dated June 17, 2008, in the principal amount of $79,200.00 (the "First Mortgage"), which was recorded in the Office of the County Clerk of Erie County on July 7, 2008 in Book 13411, Page 1246, and the mortgage recording tax was duly paid.

18. As further collateral security for the payment of the Note, decedents ALLEN F. ESCHBORN AKA ALLEN ESCHBORN AND CAROL A. ESCHBORN AKA CAROL ESCHBORN executed, acknowledged, and delivered to MORTGAGE ELECTRONIC

Attachment: DOC111921-111920211102721 (COM-2021-115 : Supplemental Summons and Amended Verified Complaint: Bank of America, N.A.

REGISTRATION SYSTEMS, INC. AS NOMINEE FOR BANK OF AMERICA, N.A. a mortgage dated September 5, 2012, in the principal amount of $3,145.71 (the "Second Mortgage"), which was recorded in the Office of the County Clerk of Erie County on October 25, 2012 in Book 13605, Page 7361, and the mortgage recording tax was duly paid, which mortgages were consolidated by a Consolidation, Extension and Modification Agreement, consolidating the First Mortgage and the Second Mortgage to form a single lien in the amount of $78,750.00 (the "Consolidated Mortgage") which was recorded in the Office of the County Clerk of Erie County on October 25, 2012 in Book 11232, Page 230, which mortgage was assigned to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR BANK OF AMERICA, N.A. by assignment of mortgage dated July 26, 2012, which was recorded in the Office of the County Clerk of Erie County on October 25, 2012 in Book 13605, Page 7358, which mortgage was modified by a Loan Modification Agreement dated May 14, 2014, to modify said mortgage to an amount of $77,014.24, which was recorded in the Office of the County Clerk of Erie County on June 17, 2014 in Book 13684, Page 6569, which mortgage was further assigned to BANK OF AMERICA, N.A. by assignment of mortgage dated October 5, 2017, which was recorded in the Office of the County Clerk of Erie County on October 12, 2017 in Book 13830, Page 9964.

19. The Premises encumbered by said Mortgage, with all appurtenances thereto, is bounded and fully described in Schedule A annexed hereto and made part hereof.

20. The Note provides, inter alia, for the payment of late charges in case of default of any installment which has become due and remained unpaid in excess of 15 days and further provides, inter alia, for the payment of all costs and expenses, including attorney's fees in the event the Note is referred to an attorney for collection.

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21. The Mortgage obligates the Defendants, inter alia, to pay, on a monthly basis, to plaintiff, at plaintiff's option, an amount equal to 1/12 of the annual taxes, assessments, ground rents, and hazard and mortgage insurance premiums to become due in connection with the Premises pursuant to the Mortgage.

22. The Mortgage provides, inter alia, for the payment of late charges in case of default of any installment which has become due and remained unpaid in excess of 15 days.

23. The Mortgage provides, inter alia, that in the event of a default in the payment of any principal or interest that might become due thereon, plaintiff may declare the entire indebtedness secured by the Mortgage immediately due and payable and commence an action to foreclose the Defendants' rights in the Premises and sell them pursuant to applicable law.

24. The Note and Mortgage obligates the Defendants, inter alia, to pay plaintiff's reasonable attorney's fees in the event of a default and in any action to foreclose the Mortgage.

25. The Defendants defaulted under the terms of the Note and Mortgage by omitting and failing to make monthly payments of principal and interest due from July 1, 2017 through date.

26. As a result of the foregoing and in accordance with its rights under the Note and Mortgage, plaintiff has elected to exercise its option to demand immediate payment in full of the amounts outstanding under the Note and Mortgage and has notified the Defendants of its decision to demand immediate payment in full.

27. As a result of the Defendants' failure to pay the obligation under the Note and Mortgage, there is now due and owing to plaintiff on the principal of the Mortgage the sum of $74,827.66 together with accrued interest from June 1, 2017 at the present rate of 4.625% as stated in the Note and Mortgage, and such other payments as are set forth in the Note and Mortgage.

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14.4.a

Notwithstanding the foregoing, plaintiff seeks the unpaid principal balance, interest arrears, escrows and such other payments as may be due under the note and mortgage as may be collected under applicable New York law. Plaintiff does not seek to sue or collect on any debt that may be barred under the statute of limitations.

28. In order to protect its security, plaintiff may be compelled during the pendency of this action to pay sums for premiums on insurance policies, real estate taxes, assessments, water charges and sewer rents which are or may become liens on the mortgaged premises, and other charges which may be necessary for the protection of the mortgaged premises, and the plaintiff prays that any sum or sums so paid, together with interest from the date of payment, shall be added to the plaintiff's claim and be deemed secured by said Note and Mortgage and adjudged a valid lien on the mortgaged premises, and that the plaintiff be paid such sums, together with interest thereon, out of the proceeds of the sale of the mortgaged premises.

29. The Mortgage provides that, in the case of foreclosure, the mortgaged premises may be sold in one parcel.

30. The mortgaged premises under foreclosure herein is to be sold subject to any state of facts an accurate survey would show; and to covenants, restrictions, reservations, easements and agreements of record, if any, and any violations thereof; and to building restrictions and zoning ordinances of the town or municipality in which said mortgaged premises are situated, if any, and any violations thereof; and to conditional bills of sale, security agreements and financing statements filed in connection with said mortgaged premises, if any, but only to the extent that any of the foregoing are not barred or foreclosed by this action; and to existing tenancies, if any, except such tenants who are parties defendants to this action; and to all unpaid real estate taxes, assessments, water charges and sewer rents, which are liens upon the premises but are not due or

Attachment: DOC111921-111920211102721 (COM-2021-115 : Supplemental Summons and Amended Verified Complaint: Bank of America, N.A.

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payable as of the time of the sale. In addition, the purchaser of the mortgaged premises at the foreclosure sale shall be required to pay all applicable local and state transfer taxes, deed stamps or other taxes due in connection with the transfer of the mortgaged premises.

31. The plaintiff shall not be deemed to have waived, altered, released or changed the election hereinbefore made by reason of the payment, after the date of the commencement of this action, of any or all of the defaults mentioned herein; and such election shall continue and remain effective until the costs and disbursements of this action, and all present and future defaults under the Note and Mortgage and occurring prior to the discontinuance of this action are fully paid.

32. In the event the plaintiff possesses any other liens against the mortgaged premises either by way of a junior mortgage or otherwise, the plaintiff requests that such other liens shall not be merged into the cause of action set forth in this complaint, but that the plaintiff shall be permitted to enforce said other liens and seek determination of the priority thereof in any independent action or proceeding including without limitation any surplus money proceeding.

33. A prior action was commenced under Index No. 802119/2018.

WHEREFORE, plaintiff demands judgment against the defendants as follows:

A. That each and all of the defendants in this action, and any and all persons claiming by, through and under any of them, subsequent to the commencement of this action and the filing of the notice of pendency of this action, may be forever barred and foreclosed of any and all right, title and interest, claim, lien and equity of redemption in the mortgage Premises;

B. That the Court direct that the Premises can be sold according to law, in one parcel or otherwise as equity may require;

C. That the monies arising from the sale of the Premises may be brought into Court or paid to the plaintiff in accordance with RPAPL§ 1354.

Attachment: DOC111921-111920211102721 (COM-2021-115 : Supplemental Summons and Amended Verified Complaint: Bank of America, N.A.

FILED: ERIE COUNTY CLERK 03/12/2020 04:40 PM INDEX NO. 802119/2018
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D. That the monies due to plaintiff on the Mortgage may be adjudged and computed;

E. That plaintiff may be paid the amount adjudged to be due on the Mortgage with interest at the time of such payment, together with any monies advanced and paid pursuant to any term or provision of the Mortgage so as to protect the lien of the Mortgage, and together with taxes, insurance premiums and all other charges and liens paid thereon with interest upon said amount from the date of the respective payments and advances, together with all amounts due by virtue of statutory costs, allowances and attorney's fees, together with any reasonable attorney's fees over and above the amounts covered by the statutory attorney's fees, together with the expenses of the sale insofar as the amount of such monies properly applicable thereto will pay the same;

F. That if the proceeds of the sale of the Premises are insufficient to pay the amount found due to plaintiff as set forth in the immediately preceding paragraph, the officer making the sale be required by the judgment of sale herein to specify the amount of such deficiency in the report of sale so that application may be made by plaintiff to the Court pursuant to Section 1371 of the Real Property Actions and Proceedings Law for a deficiency judgment against the defendants, DIANE LATTIMER, AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, MICHAEL ESCHBORN, AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, DECEASED, JOANN CHRONISTER, AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, DECEASED and SUE PETRILLO, AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, DECEASED, which will include the amount of any such deficiency, unless discharged in bankruptcy;

G. If the Court, upon such application shall so direct, plaintiff should have judgment against the defendants, DIANE LATTIMER, AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, MICHAEL ESCHBORN, AS HEIR AT LAW TO THE ESTATE OF ALLEN F.

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ESCHBORN, DECEASED, JOANN CHRONISTER, AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, DECEASED and SUE PETRILLO, AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, DECEASED, for the amount of such deficiency, unless discharged in bankruptcy;

H. That plaintiff be awarded reasonable attorney's fees as provided in the Note and Mortgage, as well as the costs and disbursements of this action; and

I. That plaintiff has such other and further relief as may be just and proper.

Dated: Roslyn Heights, New York
3/11, 2020

DAVID A. GALLO & ASSOCIATES LLP

By: _____
FRANK A. MORRONE, ESQ.
Attorneys for Plaintiff
99 Powerhouse Road - First Floor
Roslyn Heights, NY 11577
(516) 583-5330
(516) 583-5333 - fax

Attachment: DOC111921-11192021102721 (COM-2021-115 : Supplemental Summons and Amended Verified Complaint: Bank of America, N.A.

Packet Pg. 1005

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Town Clerk
DOC ID: 25117

COMMUNICATION 2021-116 **REFERRED**

Notice of Claim: Serena Donahue and Mark Donahue Vs. Town of Amherst

12/20/2021
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

SERENA DONAHUE and
MARK DONAHUE,

NOTICE OF CLAIM

Claimants,

-vs-

TOWN OF AMHERST

Respondent.

TO: TOWN OF AMHERST
5583 Main Street
Williamsville, NY 14221

PLEASE TAKE NOTICE that Claimants, SERENA DONAHUE and MARK DONAHUE, pursuant to statutes in such cases, hereby make a claim against respondent above named in an amount substantially in excess of the jurisdictional limits of all lower courts for personal injuries suffered by SERENA DONAHUE, and in support of such claim, state as follows:

1. The residence address of Claimants is [redacted]

2. Claimants' attorney is Campbell & Associates, with offices located at 38 Lake Street, Suite 1, Hamburg, New York 14075.

3. The time and place when the claim arose was September 24, 2021, at approximately 10:30 a.m. at the intersection of Partridge Run and JJ Audubon Parkway in the Town of Amherst.

DEC09'21 PM 3:43 RCVD

Attachment: DOC120921-12092021151255 (COM-2021-116 : NOC: Donahue Vs TOA)

4. SERENA DONAHUE was lawfully proceeding on Partridge Run, when a vehicle traveling on JJ Audubon Parkway came in contact with her vehicle. Serena Donahue's view of that oncoming vehicle was obscured by overgrown weeds at the intersection.

5. That, upon information and belief, the TOWN OF AMHERST, by and through its agents, servants and/or employees, owned, operated, designed and maintained the intersection of Partridge Run and JJ Audubon Parkway.

6. That, upon information and belief, the TOWN OF AMHERST, by and through its agents, servants and/or employees, was negligent, careless, and reckless in its failure to trim foliage and provide adequate sight distances for the intersection.

7. That, upon information and belief, the sight distance for the operator of the vehicle on Partridge Run traveling west was obstructed when looking to the left by foliage and that obstruction prevented the operator from observing the oncoming vehicle. That the foliage and/or weeds were within the right of way of the TOWN OF AMHERST. That the TOWN OF AMHERST, by and through its agents, servants and/or employees, was negligent, careless, and reckless in its failure to properly maintain its right of way, and in particular in failing to remove the weeds and/or foliage obstructing the sight line of vehicle operators on Partridge Run.

8. That, upon information and belief, the TOWN OF AMHERST, by and through its agents, servants and/or employees was negligent, careless, and reckless in its failure to trim foliage/weeds and provide adequate sight distances at the intersection of Partridge Run and JJ Audubon Parkway.

9. That the negligent acts of the TOWN OF AMHERST, by and through its agents, servants and/or employees, resulted in serious injuries to Claimant, SERENA DONAHUE, including to her neck, low back, right leg and left elbow, the full extent of which cannot yet be

Attachment: DOC120921-12092021151255 (COM-2021-116 : NOC: Donahue Vs TOA)

determined, and damages in an amount substantially in excess of the jurisdictional limits of all lower courts.

WHEREFORE, the undersigned respectfully requests that this claim in an amount substantially in excess of the jurisdiction limits of all lower courts be allowed and paid by respondent.

Serena Donahue
SERENA DONAHUE

MARK DONAHUE

State of New York)
County of Erie)

SERENA DONAHUE, being duly sworn, deposes and says: That she is a claimant in this action; that she has read the foregoing notice of claim and knows the contents thereof; that the same is true to her knowledge, except as to those matters herein stated to be alleged on information and belief, and that as to those matters she believes them to be true.

Serena Donahue
SERENA DONAHUE

Sworn to before me this 7
Day of December, 2021.

Notary Public

R. COLIN CAMPBELL
Notary Public, State of New York
Qualified in Erie County
My Commission Expires June 22, 2022

Attachment: DOC120921-12092021151255 (COM-2021-116 : NOC: Donahue Vs TOA)

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 25145 **RESOLUTION 2021-1136** **ADOPTED**

PIP 3091 - Fairwood Estates - Sanitary Sewer

This is to certify that the referenced sanitary sewer construction has been completed in accordance with plans and specifications, and we recommend that the same be accepted.

A Maintenance Bond for a period of two (2) years in the amount of $27,323.76, representing 25% of the cost of construction has been forwarded to the Town Clerk.

12/20/2021
Consent

FINANCIAL IMPACT:

n/a

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: 12/20/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 25146 **RESOLUTION 2021-1137** **ADOPTED**

PIP 3092 - Fairwood Estates - Waterline

This is to certify that the referenced waterline construction has been completed in accordance with plans and specifications, and we recommend that the same be accepted.

A Maintenance Bond for a period of two (2) years in the amount of $44,774.50, representing 25% of the cost of construction has been forwarded to the Town Clerk.

12/20/2021
Consent

FINANCIAL IMPACT:

N/A

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: 12/20/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 25147 **RESOLUTION 2021-1138** **ADOPTED**

PIP 3093 - Fairwood Estates - Storm Sewer

This is to certify that the referenced storm sewer construction has been completed in accordance with plans and specifications, and we recommend that the same be accepted.

A Maintenance Bond for a period of two (2) years in the amount of $38,194.14, representing 25% of the cost of construction has been forwarded to the Town Clerk.

12/20/2021
Consent

FINANCIAL IMPACT:

N/A

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: 12/20/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 25152 **RESOLUTION 2021-1139** **ADOPTED**

PIP 3094 - Fairwood Estates - Paving & Curbing

This is to certify that the referenced paving and curbing construction has been completed in accordance with plans and specifications, and we recommend that the same be accepted.

A Maintenance Bond for a period of two (2) years in the amount of $58,078.50, representing 25% of the cost of construction has been forwarded to the Town Clerk.

12/20/2021
Consent

FINANCIAL IMPACT:

N/A

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: 12/20/21 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25167 **RESOLUTION 2021-1140** **ADOPTED**

Lawley Insurance Proposal/Binder ($680,193) (CRS #3093)

SUSPENSION ITEM - DECEMBER 20th, 2021 TOWN BOARD MEETING

TO: **Town Board**

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

DATE: **December 16, 2021**

RE: **Lawley Insurance Proposal/Binder ($680,193) (CRS #3093)**
****Total Includes Broker Fee In Lieu of Commission - $55,000****
*******BROKER FEE IS NOT PAID UP FRONT IN FULL AS REFERENCED IN QUOTE. IT IS PAID IN QUARTERLY INSTALLMENTS, THE FIRST OF WHICH IS DUE WHEN FEE FOR INSURANCE BINDER IS ISSUED, THE AMOUNT OF WHICH IS $13,750.00.***

- **Property - Travelers ($217,558 ($216,890 + $668 (Fire)) (CRS #3094)**
- **Excess A - HCC ($149,869) (CRS #3096)**
- **Excess B - Allied World Assurance ($85,860) (CRS #3097)**
- **Excess Workers Comp - Safety National ($167,387) (CRS #3095)**
- **Crime - Travelers ($4,519) (CRS #3098)**

Kindly adopt a resolution:

(1) Authorizing the Supervisor to bind insurance coverage in the amounts outlined above and more fully detailed in the attached documents; and

(2) Authorizing the Supervisor to execute all related contracts and insurance binders with respect to the specific coverages pending successful completion of the CRS.

Thank you.

SJS:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(*w/attachments,* **Suspension Item - December 20, 2021 Town Board Meeting**)
Lynda Juul, Director of Finance (*w/attachments*)
Daryl Bramer, Comptroller (*w/attachments*)

12/20/2021
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember

Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

$680,193.00

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

INSURANCE PROPOSAL

Town of Amherst

January 01, 2022

Lawley

lawleyinsurance.com | 1.844.4LAWLEY

Attachment: 22-23 Town of Amherst Insurance Renewal Proposal.LawleyBinder (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193)

Lawley | PRODUCTS AND SERVICES MENU

Business Insurance

lawleyinsurance.com/business

Property & Casualty

- General Liability
- Property
- Workers' Compensation Coverage
- Automobile/Commercial Vehicle Fleet Insurance
- Umbrella/Excess Liability Insurance
- Inland Marine/Equipment Coverage
- Business Income/Extra Expense
- Employee Dishonesty
- International Coverages
- Boiler & Machinery/Equipment Breakdown
- Transportation/Ocean Marine
- Owner's and Contractor's Protective Liability
- Builder's Risk
- Surety/Bonding
- Captive Programs
- Alternative Risk Financing
- Flood
- Earthquake

Specialty Products

- Pollution Liability/Environmental
- Professional Liability/Errors & Omissions
- Crime (Fidelity) Insurance
- Cyber Liability
- Director's and Officer's/Management Liability (D&O)
- Employment Practices Liability
- Fiduciary Liability
- Business Travel Accident/Kidnap & Ransom Insurance
- Identity Theft

Employee Benefits

lawleyinsurance.com/benefits

- Medical Insurance
- Prescription Drug Plans
- Private Benefits Exchange - Lawley Marketplace
- Medical Captive Programs
- Consortiums/Trusts
- Dental & Vision Benefits
- Group Life Insurance
- NYS Disability (DBL)
- Short-Term Disability Insurance
- Long-Term Disability Insurance
- Voluntary Insurance
- Executive Benefits
- Retirement Planning and 401k Administration
- Underwriting & Reporting
- Compliance
- Wellness Programs & Health Management Programs
- Lawley Simplifi

Industry Specialties/Practice Groups

lawleyinsurance.com/specialties

- Affordable Housing
- Construction
- Car Dealers
- Healthcare Facilities
- Manufacturing
- Not-for-Profits
- Farms
- Municipalities and Schools

Products/services are subject to state eligibility

Attachment: 22-23 Town of Amherst Insurance Renewal Proposal.LawleyBinder (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193)

Risk Management

lawleyinsurance.com/riskmanagement

Loss Control & Safety Services

- Safety Training & Safety Program Evaluations
- General Liability Loss Control
- Loss Source and Trending Analysis
- Code Rule 59 Consultation
- OSHA Assistance
- Defensive Driving Courses & Vehicle Fleet Loss Control
- Ergonomics Evaluation, Training, & Development
- Captive Loss Control
- Life Safety & Evacuation Plans
- Fire & Protection Systems Assistance
- Site Hazard Analysis
- Return to Work Programs
- Industrial Hygiene - Air, Noise Sampling
- Business Interruption - Contingency & Continuity Planning
- Contractual Liability & Risk Transfer
- Grant Submission & Training
- Accident Investigation

Claims Management

- Claim Trend Analysis
- Claims Reviews (Workers' Compensation and General Liability)
- Claims Consulting Services
- Coverage Analysis Consulting and Monitoring
- Experience Modification Review and Recalculation
- First Aid Claim Program (Workers' Compensation)
- Litigation Management
- Reserve Analysis (Loss Forecaster Software)

Personal Insurance

lawleyinsurance.com/personal

- Automobile Insurance
- Homeowners Insurance
- Vacation or Secondary Home Insurance
- Jewelry, Fine Arts, and Collectibles Insurance
- Renters Insurance
- Condominium Insurance
- Landlord (Rental Properties) Insurance
- Excess/Personal Umbrella Liability
- Flood Coverage, Primary & Excess
- Life Insurance
- Motorcycle Insurance
- Recreational Vehicle Insurance
- Watercraft Insurance
- Co-Ops Insurance
- Identity Theft Insurance
- Trip/Travel/International Medical & Evacuation Coverage
- Workers' Compensation (Domestic Help)
- Earthquake

MyWave

lawleyinsurance.com/mywave

MyWave – A customized portal for your HR needs: thousands of valuable resources, OSHA forms and peer-based forums to keep you informed and in-the-know

Lawley Benefits University

lawleyinsurance.com/lbu

Lawley Benefits University – Resources and events to help keep you informed about changes to healthcare legislation, healthcare reform, compliance issues and more. These tools help you successfully control insurance costs while staying educated on changes to the insurance environment

Products/services are subject to state eligibility

Attachment: 22-23 Town of Amherst Insurance Renewal Proposal.LawleyBinder (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193)

Your Lawley Team

Lawley

At Lawley Insurance we are committed to providing our clients with the best possible service. We have assembled an experienced team dedicated to your account.

The Insurance Advisor evaluates your exposures and designs a cost-effective program.

Insurance Advisor	Michael Lawley	Phone:	(716) 849-8658
		Fax:	(716) 849-8291
		Email:	mlawley@lawleyinsurance.com

The Account Executive supports your Producer and commercial lines team in the servicing of your account.

Account Executive	Patrick Quinn	Phone:	(716) 849-4365
		Fax:	(716) 849-8291
		Email:	pquinn@lawleyinsurance.com

The Account Manager is your contact for all of your coverage and service requests.

Sr. Account Manager	Tina Lane, AAI AIS CISR CPIW	Phone:	(716) 849-8286
		Fax:	(716) 849-8291
		Email:	tlane@lawleyinsurance.com

The Claim Consultant is responsible for reporting all loss information to the insurance company and then following up to make certain the claim is resolved.

Claim Consultant	Garrett Schmigiel	Phone:	(716) 849-8272
		Fax:	(716) 849-8291
		Email:	gschmigiel@lawleyinsurance.com

Attachment: 22-23 Town of Amherst Insurance Renewal Proposal.LawleyBinder (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193)

Property

Named Insured

Town of Amherst

Policy Term:	1/1/2022 – 1/1/2023
Policy Type:	Property
Carrier:	Travelers Indemnity Company (Admitted, A++ A.M Best Rating)

Property Coverage

Loc# Bldg#	Location Street	Subject of Insurance	Limit	Co-Ins	Cause of Loss	Ded	Valuation
0-0	Blanket **	Total Insured Values	$407,436,666		Special	$100,000	Replacemer Cost
0-0	Blanket	Flood	$12,500,000		Flood	$100,000	Replacemer Cost
0-0	Blanket	Earthquake*	$12,500,000		Earthquake	$100,000	Replacemer Cost
0-0	Blanket	Contractor's Equipment	$11,053,873		Special	$25,000	Replacemer Cost
0-0	Blanket	Vehicle Damage – Excluding Over the Road Exposures	$5,000,000		Special	$100,000	Replacemer Cost
0-0	Blanket	Equipment Breakdown	$100,000,000		Equipment Breakdown	$100,000	Replacemer Cost
0-0	Blanket	Electronic Data Processing Equipment	$5,226,230		Special (Including theft)	$25,000	Replacemer Cost

****125% Margin Clause**

*No coverage for losses occurring to buildings, structures or property in Zone A or prefixed A, Zone V or prefixes Zone V as classified under NFIP.

Notable Forms & Endorsements

Form #	Description
	Ordinance or Law $25,000,000 - Undamaged Portion $ 5,000,000 - Demolition Increased Cost of Construction included in the limit shown for loss to undamaged portion of the building
	Accounts Receivable $2,500,000
MS C5 26	Errors & Omissions $1,000,000
MS C1 03	Extra Expense $1,000,000
	Fine Arts $100,000
MS C3 28	Unreported Premises- Direct Damage Per Location $500,000 Maximum at all unreported premises in any occurrence: $1,000,000
	Valuable Papers & Records $2,500,000
MS C3 28	Utility Service Interruption $5,000,000 – subject to 48 hour deductible
MS C5 36	Exclusion of Frame Buildings in Course of Construction

We strongly recommend that you obtain a professional appraisal of your real property, including an estimate of debris removal (which must be included in the building limit) and the length of time that would be required to rebuild. Any estimate you have been provided from any source other than a professional appraiser is just that – an estimate – and will not guarantee that you have sufficient limits to rebuild your building(s) in the event of a total loss.

Attachment: 22-23 Town of Amherst Insurance Renewal Proposal.LawleyBinder (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193)

Property

TOWN OF AMHERST
Statement of Values

Loc	Bldg	Location Address	Description	Coverage	Building	Contents
1	1	5583 Main Street	Town Hall	Building	$5,606,808	
		Williamsville, NY 14221		Contents		$461,30
2	1	5571 Main Street	Library	Building	$976,283	
		Williamsville, NY 14221		Contents		$2,93
3	1	1042 N. Forest Road	Highway Department	Building	$10,000,000	
		Williamsville, NY 14221		Contents		$1,017,71
3	2		Paint Shop	Building	$134,758	
				Contents		$8,63
3	3		Pole Barn	Building	$114,962	
3	4		2nd Salt Storage Barn	Building	$150,000	
				Contents		
3	5		Salt Storage Barn	Building	$150,000	
3	6		Engineering Pump Station	Building	$680,307	
				Contents		$14,38
4	1	1100 N. Forest Rd.	Engineering Offices	Building	$3,450,796	
		Williamsville, NY 14221		Contents		$100,00
5	1	500 John J. Audubon Parkway	Police Station & Fire Dispatch Center	Building	$13,104,406	
		Amherst, NY 14228		Contents		$1,000,00
5	2	500 John J. Audubon Parkway	Police Service Garage	Building	$250,000	
		Amherst, NY 14228		Contents		$100,00
5	3	500 John J. Audubon Parkway	Rear Storage Building	Building	$100,000	
		Amherst, NY 14228		Contents		
5	4	500 John J. Audubon Parkway	Storage Building	Building	$375,000	
		Amherst, NY 14228				
5a	1	4220 Bailey Avenue	Public Safety Training	Building	$7,080,984	$100,00
		Amherst NY 14226				
6	1	400 John J. Audubon Parkway	Courthouse	Building	$3,777,133	
		Amherst, NY 14228		Contents		$200,00
7	1	350 John J. Audubon Parkway	Library	Building	$4,879,103	
		Amherst, NY 14228		Contents		$100,00

Attachment: 22-23 Town of Amherst Insurance Renewal Proposal.LawleyBinder (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193)

Property

Loc	Bldg	Location Address	Description	Coverage	Building	Contents
8	1	455 Tonawanda Creek Road	Pump Station	Building	$16,895,600	
		Amherst, NY 14228		Contents		$2,877
8	2		Grit Chamber	Building	$3,677,482	
				Contents		$2,877
8	3		Equalization Tanks	Building	$4,597,109	
8	4		Sludge Disposal	Building	$75,443,783	
				Contents		2,877
8	5		Return Activated Sludge Bldg. #5	Building	$5,713,104	
				Contents		$2,877
8	6		Return Activated Building #6	Building	$4,523,869	
				Contents		$2,877
8	7		Intermediate Pump Station	Building	$5,000,000	
8	8		Disinfection Chemical Building	Building	$2,380,794	
8	9		Filter Building	Building	$7,393,948	
8	10		HVAC / Woodshop	Building	$500,000	
				Contents		$250,000
8	11		Plant Facility Garage	Building	$1,000,000	
				Contents		$2,877
8	12		Sewer Crew Garage	Building	$1,663,130	
				Contents		$2,877
8	13		Administration Building	Building	$5,000,000	
				Contents		$543,688
8	14		Meter Building #1	Building	$1,232,870	
				Contents		$7,195
8	15		Meter Building #2	Building	$1,065,712	
				Contents		$2,159
8	16		Oxygen Transfer Basin Stage 1	Building	$3,537,551	
8	17		Clarifiers Stage 1	Building	$11,190,385	
8	18		Mixed Liquid Chan Stage 1	Building	$2,521,037	
8	19		Oxy Transfer Basin Stage 2	Building	$7,562,760	
8	20		Stage 2 Clarifiers	Building	$12,096,405	
8	21		Stage 2 Mixed Liquid Chan.	Building	$2,300,471	
8	22		CO Stripping Tanks	Building	$2,229,747	

Attachment: 22-23 Town of Amherst Insurance Renewal Proposal.LawleyBinder (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193)

Property

Loc	Bldg	Location Address	Description	Coverage	Building	Contents
8	23		Phostrip Basins	Building	$1,000,000	
8	24		Phostrip Channel	Building	$1,000,000	
8	25		Recarbonated Tanks	Building	$500,000	
8	26		Chlorine Contact Tanks	Building	$1,611,657	
				Contents		$2,159
8	27		Process Water Pump Station	Building	$1,329,537	
8	28		Diversion Chamber	Building	$750,000	
8	29		Transition Tunnel 2, 3, 13	Building	$1,652,658	
8	30		Sub Surface Tunnel 4, 5, 6, 57	Building	$3,092,114	
8	31		Sub Surface Tunnel 4, 9	Building	$2,323,538	
8	32		Sub Surface Tunnel 13, 2	Building	$107,681	
8	33		Electric Central Station	Building	$1,000,000	
8	34		Solids Handling Electric Load	Building	$1,706,275	
8	35		Electric Sub Station South	Building	$1,000,000	
8	36		Electric Sub Station North	Building	$1,000,000	
8	37		Oxy Supply Sys Encl	Building	$8,385,707	
8	38		Motor Ctrl Ctr Encl Stage 2	Building	$102,301	
8	39		Motor Ctrl Ctr Encl Stage 1	Building	$105,456	
8	40		Equalization Tank Overflow Chamber	Building	$5,897,092	
				Contents		$2,159
8	41		Deodorization Building	Building	$500,000	
				Contents		$3,595
8	42		Overflow Basin	Building	$4,850,407	
				Contents		$3,595
8	43		Metering Pit #3	Building	$402,138	

Attachment: 22-23 Town of Amherst Insurance Renewal Proposal.LawleyBinder (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193)

Property

Loc	Bldg	Location Address	Description	Coverage	Building	Conten
8	44		Receiving Chamber #3	Building	$268,091	
8	45		Transition Chamber	Building	$268,091	
8	46		Metering Pit #4	Building	$402,138	
				Contents		$7,1
8	48		Dechlorination Building	Building	$190,759	
				Contents		$14,3
8	50		Electrical Garage	Building	$461,897	
				Contents		$14,3
8	51		Electrical Shop	Building	$500,000	
				Contents		$100,0
8	52		Vacuum Filter Building	Building	$148,304	
				Contents		$14,3
9	1	1615 Millersport Highway	Filtration Building (Amherst Manor Dr.)	Building	$100,000	
		Amherst, NY 14226				
9	2		Redwood Cabana	Building	$50,000	
9	3		Storage Building	Building	$50,000	
10	1	750 Hopkins Road	Clearfield Recreation Center	Building	$7,291,055	
		Williamsville, NY 14221		Contents		$100,0
11	1	750 Hopkins Road	Clearfield Library	Building	$2,938,296	
		Williamsville, NY 14221		Contents		$2,8
12	1	450 Maple Road	Parks Dept. Storage / Repair	Building	$1,052,265	
		Amherst, NY 14226		Contents		$76,0
12	2		Audubon Clubhouse	Building	$287,405	
				Contents		$24,4
12	3		Par # Clubhouse	Building	$34,407	
				Contents		$1,4
13	1	4620 Main Street	Snyder Library	Building	$1,718,605	
		Amherst, NY 14226		Contents		$1,7
14	1	550 Smith Road	Building "A" - Storage	Building	$161,996	
		Amherst, NY 14228		Contents		$17,2
14	2		Building "B" Maintenance Shop	Building	$164,864	
14	3		Building "C" Records Center	Building	$539,034	
15	1	3755 Tonawanda Creek Rd. Amherst, NY 14226	Old Colony Museum Park - Museum	Building Contents	$516,099	$15,1
			Building	Extra Expense		
15	2		Old Colony Museum Park -	Building	$137,626	
			Workshop			

Attachment: 22-23 Town of Amherst Insurance Renewal Proposal.LawleyBinder (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193)

Property

Loc	Bldg	Location Address	Description	Coverage	Building	Conten
15	3		Old Colony Museum Park - Cultural	Building	$4,525,520	
			Center			
16	1	4845 Millersport Highway	Amherst Police Dept. Storage / Impound	Building	$50,000	
		Amherst, NY 14226		Contents		$50,0
17	1	4255 Harlem Road	Community Center	Building	$8,008,621	
		Amherst, NY 14226		Contents		$100,0
				Extra Expense		
17	2		30 x 40 Pavillion	Building	$50,000	
18	1	351 Klein Road	Bandshell Stage Theater	Building	$335,185	
		Williamsville, NY 14221		Extra Expense		
18	2		Bassett Park Restroom	Building	$114,962	
19	1	3575 Tonawanda Creek Rd.	Oakwood Storage and Repair Shop	Building	$124,723	
		Amherst, NY 14228		Extra Expense		$50,0
19	2		Oakwood Golf Clubhouse	Building	$75,981	
			Storage		0	
20	1	85 N. Forest Road	North Forest Pool	Building	$500,000	
		Amherst, NY 14226				
21	1	4415 Millersport Highway	Garage "A" Storage	Building	$6,029,803	
		Amherst, NY 14226				$100,0
21	2		Garage "B" Storage	Building	$212,193	
						$100,0
21	3		North Amherst Recreation Center	Building	$6,800,992	
						100,0
22	1	1290 Hopkins Road	Margaret Louise Park Restrooms	Building	$114,689	
		Williamsville, NY 14221				
23	1	1615 Amherst Manor Drive	Northtown Center at Amherst Ice Rink	Building	$25,000,000	
		Williamsville, NY 14221		Contents		$$629,4
24	1	400 Mill Street	Boiler Building	Building	$100,000	
		Williamsville, NY 14221				
	2		Storage	Building	$100,000	
				Contents		$50,0
25	1	370 John James Audubon Pkwy	Senior Center	Building	$11,557,690	
		Amherst, NY 14228		Contents		$300,0
26	1	4110 N. Bailey Avenue	Community Center	Building	$2,932,212	
		Amherst, NY 14226		Contents		$100,0
27	1	146 Brenon Rd.	Veterans Canal Park	Building	$430,000	

Attachment: 22-23 Town of Amherst Insurance Renewal Proposal.LawleyBinder (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193)

Property

Loc	Bldg	Location Address	Description	Coverage	Building	Conten
		Amherst, NY 14228		Contents		$50,0
28	1		39 Sanitary Lift Stations (Subdivisions)	Building	$7,020,000	
28	2	Individual sites on Main St.	5 Small Grinder Stations	Building	$250,000	
28	3	N. Forest Rd. across from	Storm Water Station	Building	$30,000	
		Georgian Lane, Wmsvl. 14221				
28	4	Kings Hwy. at Harlem Rd.	Bypass Station	Building	$30,000	
		Amherst, NY 14226				
29	1	5005 Sheridan Drive	Amherst Youth & Family Center	Building	$2,000,000	
		Amherst NY 14221				
			TOTALS		$360,346,691	$6,061,3

Attachment: 22-23 Town of Amherst Insurance Renewal Proposal.LawleyBinder (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193)

Excess Worker's Compensation

Lawley

Named Insured

Town of Amherst

Policy Term:	1/1/2022– 1/1/2023
Policy Type:	Excess Workers Compensation
Carrier:	Safety National Casualty Corporation (Admitted, A+ A.M. Best Rating)

Option 1 (Safety National - Incumbent)

Policy Term	1/01/2022-1/01/20
Estimated total Payroll	$56,741,3
Covered State(s)	I
Retention –Fire and First Responders	$1,250,0
Retention – All Other Employees	$1,000,0
Specific Limit	Statut
Employers Liability Limit	$2,000,000/$2,000,0
Premium Rate (per $100 of payroll)	$0.29
Total Minimum Premium	$158,7
Total Deposit Premium	$167,3

Option 2 (Midwest)

Policy Term	1/01/2022-1/01/202
Estimated total Payroll	$59,241,33
Covered State(s)	N
Retention – Police, Fire and First Responders	$1,250,00
Retention – All Other Employees	$1,000,00
Specific Limit	Statutor
Employers Liability Limit	$1,000,000/$1,000,00
Premium Rate (per $100 of payroll)	$0.275
Total Minimum Premium	$146,99
Total Deposit Premium	$163,32

Option 3 (Midwest)

Policy Term	1/01/2022-1/01/202
Estimated total Payroll	$59,241,33
Covered State(s)	N
Retention – Police, Fire and First Responders	$1,500,00
Retention – All Other Employees	$1,000,00
Specific Limit	Statutor
Employers Liability Limit	$1,000,000/$1,000,00
Premium Rate (per $100 of payroll)	$0.252
Total Minimum Premium	$134,73
Total Deposit Premium	$149,70

Note:

- **Expiring Rate was $0.278 per $100 in payroll**

Attachment: 22-23 Town of Amherst Insurance Renewal Proposal.LawleyBinder (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193)

Excess Worker's Compensation

Lawley

Classifications shown below may be subject to audit – please refer to policy.

Loc	State	Street	Code	Classification	Payroll
1	NY	5583 Main St	0106	Tree Pruning	$721,223.91
			3724	Millwright Work NOC & Drivers	$525,077.96
			7580	Sewage Disp. Plant	$4,289,818.31
			7711	Firefighters-Volunteer & Driver	$2,500,000.00
			7720	Police Officers & Drivers	$20,755,087.43
			9102	Park NOC-All Employees & Drivers	$3,039,953.71
			9402	Sewer/Street Cleaner	$5,290,119.07
			9403	Garbage/Etc. Collection	$600,886.23
			9410	Municipal NOC	$4,478,316.91
			8391	Auto Repair Shop & Parts	$1,858,941.45
			8810	Clerical NOC	$10,451,054.91
			8820	Attorney/Law Office/Library	$526,120.16
			9026	Building Op-Commercial	$955,660.65
			9063	Y.M.C.A Type	$3,249,077.98
				Total Estimated Payroll	**$59,241,338.68**

Attachment: 22-23 Town of Amherst Insurance Renewal Proposal.LawleyBinder (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193)

Excess Liability (Policy A)

Lawley

Named Insured

Town of Amherst

Policy Term:	1/1/2022– 1/1/2023
Policy Type:	General Liability – Primary/Lead Coverage
Carrier:	HCC - US Specialty Insurance Company

Coverage	Per Occurrence
Self-Insured Retention	$2,000,000

Schedule of Underlying Insurance

Coverage	Limit
General Liability	
- Each Occurrence	$1,000,000
- General Aggregate	$3,000,000
- Product & Completed Operations Aggregate	$3,000,000
- Personal & Advertising Injury	$1,000,000
Automobile Liability	
- Each Occurrence	$1,000,000
Employment Practices Liability	
- Each Occurrence	$1,000,000
- General Aggregate	$1,000,000
Law Enforcement Liability	
- Each Occurrence	$1,000,000
- General Aggregate	$1,000,000
Public Officials Liability	
- Each Occurrence	$1,000,000
- General Aggregate	$1,000,000
Sexual Abuse & Molestation (Claims Made)	
- Wrongful Act	$1,000,000
- General Aggregate	$1,000,000

Attachment: 22-23 Town of Amherst Insurance Renewal Proposal.LawleyBinder (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193)

Excess Liability (Policy A)

Lawley

General Liability - Occurrence Form

- Sexual Abuse Endorsement $1,000,000 / $1,000,000 Claims Made Retro Date – 01/01/2011
- Medical Payments - No Coverage
- Cemetery Professional - No Coverage
- Pesticide or Herbicide $1,000,000 per Occurrence / $1,000,000 Aggregate
- Nurses Professional Liability - No Coverage
- Failure of Dam, Reservoir, Levee, Dike Coverage - No Coverage
- Emergency Response Operations – Included
- Sewer Backup Liability - Included

Special Events: Subject to receipt of Special Events Application, Risk Control review and Underwriting approval (Additional Premium may apply)
Fireworks Liability: Subject to receipt of Special Events Application, Risk Control review and Underwriting approval prior to binding coverage (Additional Premium will apply)

Employee Benefits - Occurrence Form

Liquor Liability - Coverage limited to Host Liquor

Public Officials Wrongful Acts Liability - Occurrence Form

- Non-Monetary Damage - No Coverage
- Private Property Use Restriction Sublimit $1,000,000 per Occurrence / $1,000,000 Aggregate - Defense inside Limit

Employment Practices Liability Insurance - Occurrence Form

- Non-Monetary Damage - No Coverage
- Non-Employment Related Harassment- Medium Hazard

Law Enforcement Liability - Occurrence Form

- Non-Monetary Damage - No Coverage

Automobile
Based on 460 vehicles - Schedule on file with Company
Emergency Vehicle Endorsement - Standard Form
Fellow Employee Coverage
Fleet Coverage
Hired and Non-Owned Automobile Liability
Hired Auto Physical Damage - No Coverage
Mutual Aid Limit $1,000,000
Physical Damage to Volunteers or Employees Personal Auto
Garage Keepers Legal - No Coverage
Impound Vehicles Coverage - No Coverage

Attachment: 22-23 Town of Amherst Insurance Renewal Proposal.LawleyBinder (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193)

Excess Liability (Policy A)

Lawley

Named Insured

Town of Amherst

Policy Term:	1/1/2022 – 1/1/2023
Policy Type:	Excess Liability ($9M Excess Lead General Liability)
Carrier:	HCC - U.S. Specialty Insurance Company

Coverage	Limit
Each Occurrence	$9,000,000
Aggregate	$9,000,000
Self-Insured Retention	0

Schedule of Underlying Insurance

Coverage	Limit
General Liability	
- Each Occurrence	$1,000,000
- General Aggregate	$3,000,000
Automobile Liability	
- Each Occurrence	$1,000,000
Employment Practices Liability	
- Each Occurrence	$1,000,000
- General Aggregate	$1,000,000
Law Enforcement Liability	
- Each Occurrence	$1,000,000
- General Aggregate	$1,000,000
Public Officials Liability	
- Each Occurrence	$1,000,000
- General Aggregate	$1,000,000
Sexual Abuse & Molestation	
- Wrongful Act	$1,000,000
- General Aggregate	$1,000,000

Attachment: 22-23 Town of Amherst Insurance Renewal Proposal.LawleyBinder (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193)

Excess Liability (Policy B)

Lawley

Named Insured

Town of Amherst

Policy Term:	1/1/2022 – 1/1/2023
Policy Type:	Excess Liability (10M X10M)
Carrier:	AWAC – Allied World Assurance Company (Admitted “A” A.M. Best Rating)

Coverage	Limit
Each Occurrence	$10,000,000
Aggregate	$10,000,000
Self-Insured Retention	0

Schedule of Underlying Insurance

Coverage	Limit
Excess Liability	
- Each Occurrence	$9,000,000
- General Aggregate	$9,000,000
General Liability	
-Each Occurrence	$1,000,000
-General Aggregate	$3,000,000
Automobile Liability	
- Each Occurrence	$1,000,000
Employment Practices Liability	
- Each Occurrence	$1,000,000
- General Aggregate	$1,000,000
Law Enforcement Liability	
- Each Occurrence	$1,000,000
- General Aggregate	$1,000,000
Public Officials Liability	
- Each Occurrence	$1,000,000
- General Aggregate	$1,000,000
Sexual Abuse & Molestation (Claims Made)	
- Wrongful Act	$1,000,000
- General Aggregate	$1,000,000

Attachment: 22-23 Town of Amherst Insurance Renewal Proposal.LawleyBinder (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193)

Crime

Lawley

Named Insured

Town of Amherst

Policy Term:	1/1/2022 – 1/1/2023
Policy Type:	Crime Coverage - Occurrence
Policy Number:	106359035
Carrier:	Travelers Casualty & Surety of Co. of America (Admitted; “A++” A.M. Best Rating)

Coverage	Limit	Deductible
Employee Theft	$500,000	$5,000
Forgery or Alteration	$500,000	$5,000
On Premises	$500,000	$5,000
In Transit	$500,000	$5,000
Money orders and Counterfeit Paper Currency	$500,000	$5,000
Computer Fraud	$500,000	$5,000
Computer Program and Electronic Data Restoration Expense	$100,000	$5,000
Funds Transfer Fraud	$500,000	$5,000
Identity Fraud Expense Reimbursement	$25,000	$0
Social Engineering Fraud	$250,000	$10,000
Telecommunication Fraud	$100,000	$5,000
Claim Expense	$5,000	$0

Additional Information

- Includes Excess Coverage for Public Officials

Attachment: 22-23 Town of Amherst Insurance Renewal Proposal.LawleyBinder (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193)

Renewal Comparison

Insured: Town of Amherst
Proposed Effective Date: 1/01/2022
Proposed Expiration Date: 1/01/2023

Coverage	2021-2022 Expiring Program	2022-2023 Proposed Program
Property Premium Fire Fee	 $195,580 $611	 $216,890 $668
Excess Worker's Compensation – Option 1	$148,905	$167,387
Excess Liability (Policy A)	$118,074	$149,869
Excess Liability (Policy B)	$62,210	$85,860
Crime	$4,118	$4,519
Broker Fee (in lieu of commission)	$55,000	$55,000
Total Program Cost	**$584,498**	**$680,193**

Notes:

- Property increase due to increase in Total Insurable Values and 4.09% rate increase from .0511 to .0532
- Property Comparison

Values	21-22	22-23	Change
Building	$344,825,903	$360,346,691.00	4.31%
Contents	$6,061,320	$6,061,320.00	0.00%
Extra Expense	$112,708	$112,708.00	0.00%
Electronic Data Processing	$5,226,230	$5,226,230.00	0.00%
CE Licensed for Road Use with $5,000,000 sublimit	$15,168,594	$21,226,137.00	28.54%
CE Other	$11,053,873	$11,053,873.00	0.00%
Police Vehicles		$3,409,707.00	100.00%
Total Insured Value	**$382,448,628**	**$407,436,666.00**	**6.13%**

Attachment: 22-23 Town of Amherst Insurance Renewal Proposal.LawleyBinder (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193)

Renewal Comparison

- **Excess Liability** – Expiring Carrier (Trident) non-renewed coverage due to change in their underwriting appetite. They are no longer insuring large municipalities.

Binding Requirements:

Excess Liability (Policy A)

- Completed, signed and dated
  - "Application Declaration"
  - "Uninsured Motorist Form"
  - "Supplemental Spousal Liability Form"
  - "Terrorism Form"
  - "Regulation 107 Form"

Excess Liability (Policy B)

- Completed, signed and dated
  - "Terrorism Form"
  - "APR" Public Entity Application
- Contact responsible for claims/and or risk management
- TPA Contact

Excess Workers Compensation

- Signed Application

Attachment: 22-23 Town of Amherst Insurance Renewal Proposal.LawleyBinder (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193)

Marketing Results

Lawley

Carrier	Line of Coverage	Response
Trident	Excess Liability Primary Excess Liability Secondary	Non Renewed- Trident no longer offering SIR programs
Travelers	Excess Liability Primary Excess Liability Secondary	Not interested in being excess coverage. Looking for smaller SIR's
Corieri- HCC	Excess Liability Primary Excess Liability Secondary	Quoted
Midlands/Safety National	Excess Liability Primary Excess Liability Secondary	Minimum Premium $250,000. Can offer max of $5,000,000 $2M xs of SIR and then $3M xs of $2M
McKee	Excess Liability Primary Excess Liability Secondary	Internal program does not entertain SIR
Apex	Excess Liability Primary Excess Liability Secondary	Wholesaler – can access markets if needed but best to work with RPS since they control the 10 xs 10
Chubb	Excess Liability Primary Excess Liability Secondary	Limited Abuse Coverage (max 2M) Indication on Excess (10x10) $100,000
Brit/Ambridge	Excess Liability Primary Excess Liability Secondary	Maximum limit $2M and minimum premium of $200,000
RPS	Excess Liability Primary Excess Liability Secondary	Quoted primary excess liability with APR $210,739 $5M limit
WH Greene	Excess Liability Primary Excess Liability Secondary	Population is outside in-house carriers appetite. Can access wholesale markets if needed (already working with RPS)
Liberty	Excess Liability Primary Excess Liability Secondary	Not filed in NY for public officials, law enforcement or employment practices
Intact (One Beacon)	Excess Liability Primary Excess Liability Secondary	Anything over $250K SIR is outside appetite
Munich Re	Excess Liability Primary Excess Liability Secondary	Indication $325K for 10M limit
Arch	Excess Workers Comp	Indication north of $200K
Liberty	Excess Workers Comp	Do not write WC for police or fire

Attachment: 22-23 Town of Amherst Insurance Renewal Proposal.LawleyBinder (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193)

Electronic Delivery

Lawley

October 13, 2021

Town of Amherst
5583 Main Street
Williamsville, NY 14221

Dear Stanley:

Lawley has gone “paperless” and we encourage you to do the same. We are pleased to announce the option to receive your insurance policy documents electronically via E-mail.

If you would like to participate in our electronic delivery program, please review the following statement, provide us with your contact/recipient e-mail address and fax number, sign, and return to us via e-mail at tlane@lawleyinsurance.com or fax number 716-849-8291.

We (“Client”) hereby give consent and agree to receive documents related to insurance coverages written through or quoted by Lawley (“Agent/Broker”) in the form of electronic records. Agent/Broker may transmit documents to Client through electronic media, including but not limited to electronic mail, optical disks (including but not limited to compact discs and digital versatile discs), floppy disks, hard drives, thumb drives, jump drives, magnetic tapes, facsimiles, downloads from Web sites, and any other kinds of electronic media acceptable to both Client and Agent/Broker. Documents to be so delivered include but are not limited to policy information pages and coverage forms; endorsements; binders; certificates and evidences of insurance; automobile insurance identification cards; premium quotations; premium worksheets; invoices; premium finance agreements; audit statements; loss control reports; claim reports; correspondence; and notices of cancellation and non-renewal. Client’s signature or that of Client’s representative signifies that Client voluntarily agrees to use electronic records in accordance with section 309 of the New York State Technology Law. Client understands that, from the date of this agreement until such time as Client or Client’s representative revokes this consent in writing, Agent/Broker will send documents to Client in electronic form only and will not provide Client with paper copies of the documents. However, Client may specifically request a paper version of an electronically furnished document.

Please forward the documents to us via e-mail at:

Client contact E-mail address: _____

_____ _____
Client Name **Date**

_____ _____
Signature **Title**

Attachment: 22-23 Town of Amherst Insurance Renewal Proposal.LawleyBinder (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193)

Sign Off

Lawley

Town of Amherst
5583 Main Street
Williamsville NY 14221

Is the mailing address listed above correct? Yes:_____ No:_____

If you have answered No to the question shown above, please make corrections below:

_____

_____

Please respond in Section 1 ***and*** Section 2, then sign where indicated:

Section 1 ***- Select one of the following by placing an (X) in the appropriate box***

☐ By my signature below, I certify that I have requested Lawley Service bind coverage as shown in this proposal. All changes from the original proposal are noted and initialed.

☐ By my signature below, I certify that I have requested Lawley Service bind coverage as shown in this proposal, with no changes from the original proposal

Section 2 ***- Select one of the following by placing an (X) in the appropriate box***

☐ By my signature below, I certify that I have declined quotes for additional coverages

☐ By my signature below, I certify that I have requested Lawley Service obtain Quotes for the following coverage: *(please list below)*

_____

Signed: _____ **Date:** _____

Name: **Town of Amherst**

Term: **2022-2023**

We ask that you do not accept our brief description of the insurance coverages as a complete explanation of the policy terms. The actual policy language will govern the scope and limits of coverage involved

Attachment: 22-23 Town of Amherst Insurance Renewal Proposal.LawleyBinder (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193)

Compensation Disclosure

The following disclosure is provided pursuant to Insurance Department Regulation No. 194 (11 NYCRR 30.1 et seq.):

Lawley Service, Inc. and/or branch offices, ("the producer") is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Attachment: 22-23 Town of Amherst Insurance Renewal Proposal.LawleyBinder (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193)

Excess Liability (Policy A)

Lawley

Named Insured

Town of Amherst

Policy Term:	1/1/2022– 1/1/2023
Policy Type:	General Liability – Primary/Lead Coverage
Carrier:	HCC - US Specialty Insurance Company

Coverage	Per Occurrence
Self-Insured Retention	$2,000,000

Schedule of Underlying Insurance

Coverage	Limit
General Liability	
- Each Occurrence	$1,000,000
- General Aggregate	$3,000,000
- Product & Completed Operations Aggregate	$3,000,000
- Personal & Advertising Injury	$1,000,000
Automobile Liability	
- Each Occurrence	$1,000,000
Employment Practices Liability	
- Each Occurrence	$1,000,000
- General Aggregate	$1,000,000
Law Enforcement Liability	
- Each Occurrence	$1,000,000
- General Aggregate	$1,000,000
Public Officials Liability	
- Each Occurrence	$1,000,000
- General Aggregate	$1,000,000
Sexual Abuse & Molestation (Claims Made)	
- Wrongful Act	$1,000,000
- General Aggregate	$1,000,000

Attachment: Excess Liability Policy A.2022-2023 (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193) (CRS #3093))

Excess Liability (Policy A)

Lawley

General Liability - Occurrence Form

- Sexual Abuse Endorsement $1,000,000 / $1,000,000 Claims Made Retro Date – 01/01/2011
- Medical Payments - No Coverage
- Cemetery Professional - No Coverage
- Pesticide or Herbicide $1,000,000 per Occurrence / $1,000,000 Aggregate
- Nurses Professional Liability - No Coverage
- Failure of Dam, Reservoir, Levee, Dike Coverage - No Coverage
- Emergency Response Operations – Included
- Sewer Backup Liability - Included

Special Events: Subject to receipt of Special Events Application, Risk Control review and Underwriting approval (Additional Premium may apply)
Fireworks Liability: Subject to receipt of Special Events Application, Risk Control review and Underwriting approval prior to binding coverage (Additional Premium will apply)

Employee Benefits - Occurrence Form

Liquor Liability - Coverage limited to Host Liquor

Public Officials Wrongful Acts Liability - Occurrence Form

- Non-Monetary Damage - No Coverage
- Private Property Use Restriction Sublimit $1,000,000 per Occurrence / $1,000,000 Aggregate - Defense inside Limit

Employment Practices Liability Insurance - Occurrence Form

- Non-Monetary Damage - No Coverage
- Non-Employment Related Harassment- Medium Hazard

Law Enforcement Liability - Occurrence Form

- Non-Monetary Damage - No Coverage

Automobile
Based on 460 vehicles - Schedule on file with Company
Emergency Vehicle Endorsement - Standard Form
Fellow Employee Coverage
Fleet Coverage
Hired and Non-Owned Automobile Liability
Hired Auto Physical Damage - No Coverage
Mutual Aid Limit $1,000,000
Physical Damage to Volunteers or Employees Personal Auto
Garage Keepers Legal - No Coverage
Impound Vehicles Coverage - No Coverage

Attachment: Excess Liability Policy A.2022-2023 (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193) (CRS #3093))

Excess Liability (Policy A)

Lawley

Named Insured

Town of Amherst

Policy Term:	1/1/2022 – 1/1/2023
Policy Type:	Excess Liability ($9M Excess Lead General Liability)
Carrier:	HCC - U.S. Specialty Insurance Company

Coverage	Limit
Each Occurrence	$9,000,000
Aggregate	$9,000,000
Self-Insured Retention	0

Schedule of Underlying Insurance

Coverage	Limit
General Liability	
- Each Occurrence	$1,000,000
- General Aggregate	$3,000,000
Automobile Liability	
- Each Occurrence	$1,000,000
Employment Practices Liability	
- Each Occurrence	$1,000,000
- General Aggregate	$1,000,000
Law Enforcement Liability	
- Each Occurrence	$1,000,000
- General Aggregate	$1,000,000
Public Officials Liability	
- Each Occurrence	$1,000,000
- General Aggregate	$1,000,000
Sexual Abuse & Molestation	
- Wrongful Act	$1,000,000
- General Aggregate	$1,000,000

Attachment: Excess Liability Policy A.2022-2023 (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193) (CRS #3093))

Excess Liability (Policy B)

Lawley

Attachment: Excess Liability Policy B.2022-2023 (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193) (CRS #3093))

Named Insured

Town of Amherst

Policy Term:	1/1/2022 – 1/1/2023
Policy Type:	Excess Liability (10M X10M)
Carrier:	AWAC – Allied World Assurance Company (Admitted “A” A.M. Best Rating)

Coverage	Limit
Each Occurrence	$10,000,000
Aggregate	$10,000,000
Self-Insured Retention	0

Schedule of Underlying Insurance

Coverage	Limit
Excess Liability	
- Each Occurrence	$9,000,000
- General Aggregate	$9,000,000
General Liability	
-Each Occurrence	$1,000,000
-General Aggregate	$3,000,000
Automobile Liability	
- Each Occurrence	$1,000,000
Employment Practices Liability	
- Each Occurrence	$1,000,000
- General Aggregate	$1,000,000
Law Enforcement Liability	
- Each Occurrence	$1,000,000
- General Aggregate	$1,000,000
Public Officials Liability	
- Each Occurrence	$1,000,000
- General Aggregate	$1,000,000
Sexual Abuse & Molestation (Claims Made)	
- Wrongful Act	$1,000,000
- General Aggregate	$1,000,000

Excess Worker's Compensation

Lawley

Named Insured

Town of Amherst

Policy Term:	1/1/2022– 1/1/2023
Policy Type:	Excess Workers Compensation
Carrier:	Safety National Casualty Corporation (Admitted, A+ A.M. Best Rating)

Option 1 (Safety National - Incumbent)

Policy Term	1/01/2022-1/01/20
Estimated total Payroll	$56,741,3
Covered State(s)	I
Retention –Fire and First Responders	$1,250,0
Retention – All Other Employees	$1,000,0
Specific Limit	Statut
Employers Liability Limit	$2,000,000/$2,000,0
Premium Rate (per $100 of payroll)	$0.29
Total Minimum Premium	$158,7
Total Deposit Premium	$167,3

Option 2 (Midwest)

Policy Term	1/01/2022-1/01/202
Estimated total Payroll	$59,241,33
Covered State(s)	N
Retention – Police, Fire and First Responders	$1,250,00
Retention – All Other Employees	$1,000,00
Specific Limit	Statutor
Employers Liability Limit	$1,000,000/$1,000,00
Premium Rate (per $100 of payroll)	$0.275
Total Minimum Premium	$146,99
Total Deposit Premium	$163,32

Option 3 (Midwest)

Policy Term	1/01/2022-1/01/202
Estimated total Payroll	$59,241,33
Covered State(s)	N
Retention – Police, Fire and First Responders	$1,500,00
Retention – All Other Employees	$1,000,00
Specific Limit	Statutor
Employers Liability Limit	$1,000,000/$1,000,00
Premium Rate (per $100 of payroll)	$0.252
Total Minimum Premium	$134,73
Total Deposit Premium	$149,70

Note:

- **Expiring Rate was $0.278 per $100 in payroll**

Attachment: Excess Workers Comp.2022-2023 (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193) (CRS #3093))

Excess Worker's Compensation

Lawley

Classifications shown below may be subject to audit – please refer to policy.

Loc	State	Street	Code	Classification	Payroll
1	NY	5583 Main St	0106	Tree Pruning	$721,223.91
			3724	Millwright Work NOC & Drivers	$525,077.96
			7580	Sewage Disp. Plant	$4,289,818.31
			7711	Firefighters-Volunteer & Driver	$2,500,000.00
			7720	Police Officers & Drivers	$20,755,087.43
			9102	Park NOC-All Employees & Drivers	$3,039,953.71
			9402	Sewer/Street Cleaner	$5,290,119.07
			9403	Garbage/Etc. Collection	$600,886.23
			9410	Municipal NOC	$4,478,316.91
			8391	Auto Repair Shop & Parts	$1,858,941.45
			8810	Clerical NOC	$10,451,054.91
			8820	Attorney/Law Office/Library	$526,120.16
			9026	Building Op-Commercial	$955,660.65
			9063	Y.M.C.A Type	$3,249,077.98
				Total Estimated Payroll	**$59,241,338.68**

Attachment: Excess Workers Comp.2022-2023 (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193) (CRS #3093))

Property

Named Insured

Town of Amherst

Policy Term:	1/1/2022 – 1/1/2023
Policy Type:	Property
Carrier:	Travelers Indemnity Company (Admitted, A++ A.M Best Rating)

Property Coverage

Loc# Bldg#	Location Street	Subject of Insurance	Limit	Co-Ins	Cause of Loss	Ded	Valuation
0-0	Blanket **	Total Insured Values	$407,436,666		Special	$100,000	Replacemer Cost
0-0	Blanket	Flood	$12,500,000		Flood	$100,000	Replacemer Cost
0-0	Blanket	Earthquake*	$12,500,000		Earthquake	$100,000	Replacemer Cost
0-0	Blanket	Contractor's Equipment	$11,053,873		Special	$25,000	Replacemer Cost
0-0	Blanket	Vehicle Damage – Excluding Over the Road Exposures	$5,000,000		Special	$100,000	Replacemer Cost
0-0	Blanket	Equipment Breakdown	$100,000,000		Equipment Breakdown	$100,000	Replacemer Cost
0-0	Blanket	Electronic Data Processing Equipment	$5,226,230		Special (Including theft)	$25,000	Replacemer Cost

****125% Margin Clause**

*No coverage for losses occurring to buildings, structures or property in Zone A or prefixed A, Zone V or prefixes Zone V as classified under NFIP.

Notable Forms & Endorsements

Form #	Description
	Ordinance or Law $25,000,000 - Undamaged Portion $ 5,000,000 - Demolition Increased Cost of Construction included in the limit shown for loss to undamaged portion of the building
	Accounts Receivable $2,500,000
MS C5 26	Errors & Omissions $1,000,000
MS C1 03	Extra Expense $1,000,000
	Fine Arts $100,000
MS C3 28	Unreported Premises- Direct Damage Per Location $500,000 Maximum at all unreported premises in any occurrence: $1,000,000
	Valuable Papers & Records $2,500,000
MS C3 28	Utility Service Interruption $5,000,000 – subject to 48 hour deductible
MS C5 36	Exclusion of Frame Buildings in Course of Construction

We strongly recommend that you obtain a professional appraisal of your real property, including an estimate of debris removal (which must be included in the building limit) and the length of time that would be required to rebuild. Any estimate you have been provided from any source other than a professional appraiser is just that – an estimate – and will not guarantee that you have sufficient limits to rebuild your building(s) in the event of a total loss.

Attachment: Property.2022-2023 (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193) (CRS #3093))

Property

TOWN OF AMHERST
Statement of Values

Loc	Bldg	Location Address	Description	Coverage	Building	Contents
1	1	5583 Main Street	Town Hall	Building	$5,606,808	
		Williamsville, NY 14221		Contents		$461,30
2	1	5571 Main Street	Library	Building	$976,283	
		Williamsville, NY 14221		Contents		$2,93
3	1	1042 N. Forest Road	Highway Department	Building	$10,000,000	
		Williamsville, NY 14221		Contents		$1,017,71
3	2		Paint Shop	Building	$134,758	
				Contents		$8,63
3	3		Pole Barn	Building	$114,962	
3	4		2nd Salt Storage Barn	Building	$150,000	
				Contents		
3	5		Salt Storage Barn	Building	$150,000	
3	6		Engineering Pump Station	Building	$680,307	
				Contents		$14,38
4	1	1100 N. Forest Rd.	Engineering Offices	Building	$3,450,796	
		Williamsville, NY 14221		Contents		$100,00
5	1	500 John J. Audubon Parkway	Police Station & Fire Dispatch Center	Building	$13,104,406	
		Amherst, NY 14228		Contents		$1,000,00
5	2	500 John J. Audubon Parkway	Police Service Garage	Building	$250,000	
		Amherst, NY 14228		Contents		$100,00
5	3	500 John J. Audubon Parkway	Rear Storage Building	Building	$100,000	
		Amherst, NY 14228		Contents		
5	4	500 John J. Audubon Parkway	Storage Building	Building	$375,000	
		Amherst, NY 14228				
5a	1	4220 Bailey Avenue	Public Safety Training	Building	$7,080,984	$100,00
		Amherst NY 14226				
6	1	400 John J. Audubon Parkway	Courthouse	Building	$3,777,133	
		Amherst, NY 14228		Contents		$200,00
7	1	350 John J. Audubon Parkway	Library	Building	$4,879,103	
		Amherst, NY 14228		Contents		$100,00

Attachment: Property.2022-2023 (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193) (CRS #3093))

Property

Loc	Bldg	Location Address	Description	Coverage	Building	Contents
8	1	455 Tonawanda Creek Road	Pump Station	Building	$16,895,600	
		Amherst, NY 14228		Contents		$2,877
8	2		Grit Chamber	Building	$3,677,482	
				Contents		$2,877
8	3		Equalization Tanks	Building	$4,597,109	
8	4		Sludge Disposal	Building	$75,443,783	
				Contents		2,877
8	5		Return Activated Sludge Bldg. #5	Building	$5,713,104	
				Contents		$2,877
8	6		Return Activated Building #6	Building	$4,523,869	
				Contents		$2,877
8	7		Intermediate Pump Station	Building	$5,000,000	
8	8		Disinfection Chemical Building	Building	$2,380,794	
8	9		Filter Building	Building	$7,393,948	
8	10		HVAC / Woodshop	Building	$500,000	
				Contents		$250,000
8	11		Plant Facility Garage	Building	$1,000,000	
				Contents		$2,877
8	12		Sewer Crew Garage	Building	$1,663,130	
				Contents		$2,877
8	13		Administration Building	Building	$5,000,000	
				Contents		$543,688
8	14		Meter Building #1	Building	$1,232,870	
				Contents		$7,195
8	15		Meter Building #2	Building	$1,065,712	
				Contents		$2,159
8	16		Oxygen Transfer Basin Stage 1	Building	$3,537,551	
8	17		Clarifiers Stage 1	Building	$11,190,385	
8	18		Mixed Liquid Chan Stage 1	Building	$2,521,037	
8	19		Oxy Transfer Basin Stage 2	Building	$7,562,760	
8	20		Stage 2 Clarifiers	Building	$12,096,405	
8	21		Stage 2 Mixed Liquid Chan.	Building	$2,300,471	
8	22		CO Stripping Tanks	Building	$2,229,747	

Attachment: Property.2022-2023 (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193) (CRS #3093))

Property

Loc	Bldg	Location Address	Description	Coverage	Building	Contents
8	23		Phostrip Basins	Building	$1,000,000	
8	24		Phostrip Channel	Building	$1,000,000	
8	25		Recarbonated Tanks	Building	$500,000	
8	26		Chlorine Contact Tanks	Building	$1,611,657	
				Contents		$2,159
8	27		Process Water Pump Station	Building	$1,329,537	
8	28		Diversion Chamber	Building	$750,000	
8	29		Transition Tunnel 2, 3, 13	Building	$1,652,658	
8	30		Sub Surface Tunnel 4, 5, 6, 57	Building	$3,092,114	
8	31		Sub Surface Tunnel 4, 9	Building	$2,323,538	
8	32		Sub Surface Tunnel 13, 2	Building	$107,681	
8	33		Electric Central Station	Building	$1,000,000	
8	34		Solids Handling Electric Load	Building	$1,706,275	
8	35		Electric Sub Station South	Building	$1,000,000	
8	36		Electric Sub Station North	Building	$1,000,000	
8	37		Oxy Supply Sys Encl	Building	$8,385,707	
8	38		Motor Ctrl Ctr Encl Stage 2	Building	$102,301	
8	39		Motor Ctrl Ctr Encl Stage 1	Building	$105,456	
8	40		Equalization Tank Overflow Chamber	Building	$5,897,092	
				Contents		$2,159
8	41		Deodorization Building	Building	$500,000	
				Contents		$3,595
8	42		Overflow Basin	Building	$4,850,407	
				Contents		$3,595
8	43		Metering Pit #3	Building	$402,138	

Attachment: Property.2022-2023 (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193) (CRS #3093))

Property

Loc	Bldg	Location Address	Description	Coverage	Building	Conten
8	44		Receiving Chamber #3	Building	$268,091	
8	45		Transition Chamber	Building	$268,091	
8	46		Metering Pit #4	Building	$402,138	
				Contents		$7,1
8	48		Dechlorination Building	Building	$190,759	
				Contents		$14,3
8	50		Electrical Garage	Building	$461,897	
				Contents		$14,3
8	51		Electrical Shop	Building	$500,000	
				Contents		$100,0
8	52		Vacuum Filter Building	Building	$148,304	
				Contents		$14,3
9	1	1615 Millersport Highway	Filtration Building (Amherst Manor Dr.)	Building	$100,000	
		Amherst, NY 14226				
9	2		Redwood Cabana	Building	$50,000	
9	3		Storage Building	Building	$50,000	
10	1	750 Hopkins Road	Clearfield Recreation Center	Building	$7,291,055	
		Williamsville, NY 14221		Contents		$100,0
11	1	750 Hopkins Road	Clearfield Library	Building	$2,938,296	
		Williamsville, NY 14221		Contents		$2,8
12	1	450 Maple Road	Parks Dept. Storage / Repair	Building	$1,052,265	
		Amherst, NY 14226		Contents		$76,0
12	2		Audubon Clubhouse	Building	$287,405	
				Contents		$24,4
12	3		Par # Clubhouse	Building	$34,407	
				Contents		$1,4
13	1	4620 Main Street	Snyder Library	Building	$1,718,605	
		Amherst, NY 14226		Contents		$1,7
14	1	550 Smith Road	Building "A" - Storage	Building	$161,996	
		Amherst, NY 14228		Contents		$17,2
14	2		Building "B" Maintenance Shop	Building	$164,864	
14	3		Building "C" Records Center	Building	$539,034	
15	1	3755 Tonawanda Creek Rd. Amherst, NY 14226	Old Colony Museum Park - Museum	Building Contents	$516,099	$15,1
			Building	Extra Expense		
15	2		Old Colony Museum Park -	Building	$137,626	
			Workshop			

Attachment: Property.2022-2023 (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193) (CRS #3093))

Property

Loc	Bldg	Location Address	Description	Coverage	Building	Conten
15	3		Old Colony Museum Park - Cultural	Building	$4,525,520	
			Center			
16	1	4845 Millersport Highway	Amherst Police Dept. Storage / Impound	Building	$50,000	
		Amherst, NY 14226		Contents		$50,0
17	1	4255 Harlem Road	Community Center	Building	$8,008,621	
		Amherst, NY 14226		Contents		$100,0
				Extra Expense		
17	2		30 x 40 Pavillion	Building	$50,000	
18	1	351 Klein Road	Bandshell Stage Theater	Building	$335,185	
		Williamsville, NY 14221		Extra Expense		
18	2		Bassett Park Restroom	Building	$114,962	
19	1	3575 Tonawanda Creek Rd.	Oakwood Storage and Repair Shop	Building	$124,723	
		Amherst, NY 14228		Extra Expense		$50,0
19	2		Oakwood Golf Clubhouse	Building	$75,981	
			Storage		0	
20	1	85 N. Forest Road	North Forest Pool	Building	$500,000	
		Amherst, NY 14226				
21	1	4415 Millersport Highway	Garage "A" Storage	Building	$6,029,803	
		Amherst, NY 14226				$100,0
21	2		Garage "B" Storage	Building	$212,193	
						$100,0
21	3		North Amherst Recreation Center	Building	$6,800,992	
						100,0
22	1	1290 Hopkins Road	Margaret Louise Park Restrooms	Building	$114,689	
		Williamsville, NY 14221				
23	1	1615 Amherst Manor Drive	Northtown Center at Amherst Ice Rink	Building	$25,000,000	
		Williamsville, NY 14221		Contents		$$629,4
24	1	400 Mill Street	Boiler Building	Building	$100,000	
		Williamsville, NY 14221				
	2		Storage	Building	$100,000	
				Contents		$50,0
25	1	370 John James Audubon Pkwy	Senior Center	Building	$11,557,690	
		Amherst, NY 14228		Contents		$300,0
26	1	4110 N. Bailey Avenue	Community Center	Building	$2,932,212	
		Amherst, NY 14226		Contents		$100,0
27	1	146 Brenon Rd.	Veterans Canal Park	Building	$430,000	

Attachment: Property.2022-2023 (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193) (CRS #3093))

Property

Loc	Bldg	Location Address	Description	Coverage	Building	Conten
		Amherst, NY 14228		Contents		$50,0
28	1		39 Sanitary Lift Stations (Subdivisions)	Building	$7,020,000	
28	2	Individual sites on Main St.	5 Small Grinder Stations	Building	$250,000	
28	3	N. Forest Rd. across from	Storm Water Station	Building	$30,000	
		Georgian Lane, Wmsvl. 14221				
28	4	Kings Hwy. at Harlem Rd.	Bypass Station	Building	$30,000	
		Amherst, NY 14226				
29	1	5005 Sheridan Drive	Amherst Youth & Family Center	Building	$2,000,000	
		Amherst NY 14221				
			TOTALS		$360,346,691	$6,061,3

Attachment: Property.2022-2023 (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193) (CRS #3093))

Crime

Lawley

Named Insured

Town of Amherst

Policy Term:	1/1/2022 – 1/1/2023
Policy Type:	Crime Coverage - Occurrence
Policy Number:	106359035
Carrier:	Travelers Casualty & Surety of Co. of America (Admitted; “A++” A.M. Best Rating)

Coverage	Limit	Deductible
Employee Theft	$500,000	$5,000
Forgery or Alteration	$500,000	$5,000
On Premises	$500,000	$5,000
In Transit	$500,000	$5,000
Money orders and Counterfeit Paper Currency	$500,000	$5,000
Computer Fraud	$500,000	$5,000
Computer Program and Electronic Data Restoration Expense	$100,000	$5,000
Funds Transfer Fraud	$500,000	$5,000
Identity Fraud Expense Reimbursement	$25,000	$0
Social Engineering Fraud	$250,000	$10,000
Telecommunication Fraud	$100,000	$5,000
Claim Expense	$5,000	$0

Additional Information

- Includes Excess Coverage for Public Officials

Attachment: Crime.2022-2023 (RES-2021-1140 : Lawley Insurance Proposal/Binder ($680,193) (CRS #3093))

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25168 **RESOLUTION 2021-1141** **ADOPTED**

Cyber Insurance Policy - Cowbell Insurance (CRS #3103)

SUSPENSION ITEM - DECEMBER 20th, 2021 TOWN BOARD MEETING

TO: **Town Board**

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

DATE: **December 19, 2021**

RE: **Cyber Insurance Policy - Cowbell Insurance ($83,708.14) (CRS #3103)**

Kindly adopt a resolution:

(1) Authorizing the Supervisor to bind insurance coverage in the amounts outlined above and more fully detailed in the attached documents; and

(2) Authorizing the Supervisor to execute all related contracts and insurance binders with respect to the specific coverages pending successful completion of the CRS.

Thank you.

SJS:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(*w/attachments,* **Suspension Item - December 20, 2021 Town Board Meeting**)
Lynda Juul, Director of Finance (*w/attachments*)
Daryl Bramer, Comptroller (*w/attachments*)

12/20/2021
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

$83,708.14

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

INSURANCE PROPOSAL

Attachment: 22-23 CYBL Proposal (RES-2021-1141 : Cyber Insurance Policy - Cowbell Insurance (CRS #3103))

Town of Amherst

January 1, 2022

Lawley

lawleyinsurance.com | 1.844.4LAWLEY

Risk Management

lawleyinsurance.com/riskmanagement

Loss Control & Safety Services

- Safety Training & Safety Program Evaluations
- General Liability Loss Control
- Loss Source and Trending Analysis
- Code Rule 59 Consultation
- OSHA Assistance
- Defensive Driving Courses & Vehicle Fleet Loss Control
- Ergonomics Evaluation, Training, & Development
- Captive Loss Control
- Life Safety & Evacuation Plans
- Fire & Protection Systems Assistance
- Site Hazard Analysis
- Return to Work Programs
- Industrial Hygiene - Air, Noise Sampling
- Business Interruption - Contingency & Continuity Planning
- Contractual Liability & Risk Transfer
- Grant Submission & Training
- Accident Investigation

Claims Management

- Claim Trend Analysis
- Claims Reviews (Workers' Compensation and General Liability)
- Claims Consulting Services
- Coverage Analysis Consulting and Monitoring
- Experience Modification Review and Recalculation
- First Aid Claim Program (Workers' Compensation)
- Litigation Management
- Reserve Analysis (Loss Forecaster Software)

Personal Insurance

lawleyinsurance.com/personal

- Automobile Insurance
- Homeowners Insurance
- Vacation or Secondary Home Insurance
- Jewelry, Fine Arts, and Collectibles Insurance
- Renters Insurance
- Condominium Insurance
- Landlord (Rental Properties) Insurance
- Excess/Personal Umbrella Liability
- Flood Coverage, Primary & Excess
- Life Insurance
- Motorcycle Insurance
- Recreational Vehicle Insurance
- Watercraft Insurance
- Co-Ops Insurance
- Identity Theft Insurance
- Trip/Travel/International Medical & Evacuation Coverage
- Workers' Compensation (Domestic Help)
- Earthquake

MyWave

lawleyinsurance.com/mywave

MyWave – A customized portal for your HR needs: thousands of valuable resources, OSHA forms and peer-based forums to keep you informed and in-the-know

Lawley Benefits University

lawleyinsurance.com/lbu

Lawley Benefits University – Resources and events to help keep you informed about changes to healthcare legislation, healthcare reform, compliance issues and more. These tools help you successfully control insurance costs while staying educated on changes to the insurance environment

Products/services are subject to state eligibility

Attachment: 22-23 CYBL Proposal (RES-2021-1141 : Cyber Insurance Policy - Cowbell Insurance (CRS #3103))

Your Lawley Team

Lawley

At Lawley we are committed to providing our clients with the best possible service. We have assembled an experienced team dedicated to your account.

The Insurance Advisor evaluates your exposures and designs a cost-effective program.

Insurance Advisor	Michael Lawley	Phone:	(716) 849-8658
		Fax:	(716) 849-8291
		Email:	mlawley@lawleyinsurance.com

The Account Executive supports your Producer and commercial lines team in the servicing of your account.

Account Executive	Patrick Quinn	Phone:	(716) 849-4365
		Fax:	(716) 849-8291
		Email:	pquinn@lawleyinsurance.com

The Account Manager is your contact for all of your coverage and service requests.

Account Manager	Tina Lane, AAI AIS CISR CPIW	Phone:	(716) 849-8286
		Fax:	(716) 849-8291
		Email:	tlane@lawleyinsurance.com

The Specialty Account Manager supports your Producer and commercial lines team in the servicing of your specialty policy needs.

Specialty Account Manager	Matt Piegay	Phone:	(716) 849-8686
		Fax:	(716) 849-8291
		Email:	mpiegay@lawleyinsurance.com

The Account Technician quality controls policy documents and manages all invoicing.

Account Technician	Patricia Fee	Phone:	(716) 849-8655
		Fax:	(716) 849-8291
		Email:	pfee@lawleyinsurance.com

The Assistant Account Manager supports your Account Manager in fulfillment of service requests.

Assistant Account Manager	Luke Szudzik	Phone:	(716) 849-4343
		Fax:	(716) 849-8291
		Email:	lszudzik@lawleyinsurance.com

The Claim Consultant is responsible for reporting all loss information to the insurance company and then following up to make certain the claim is resolved.

Claim Consultant	Colleen Dempsey	Phone:	(716) 849-1507
		Fax:	(716) 849-8291
		Email:	cdempsey@lawleyinsurance.com

Attachment: 22-23 CYBL Proposal (RES-2021-1141 : Cyber Insurance Policy - Cowbell Insurance (CRS #3103))

Your Lawley Team

The Loss Prevention Consultant reviews your safety approach and site conditions, assisting you to prevent future losses.

Loss Prevention Consultant	Leonard Sommers	Phone:	(716) 849-4334
		Fax:	(716) 849-8291
		Email:	lsommers@lawleyinsurance.com

Attachment: 22-23 CYBL Proposal (RES-2021-1141 : Cyber Insurance Policy - Cowbell Insurance (CRS #3103))

Contacts

Lawley

Please review the contact information we have on file. Over the course of a year, we may need to reach out to you for updates, notices or important information. If there is a specific person we should contact directly for billing, claims, inspections, service requests, please note that next to their name and the preferred method of contact.

		Changes or Corrections
Contact Name	Stanley Sliwa	
Contact Address	Town of Amherst 5583 Main Street Williamsville NY 14221	
Contact Phone #	(716) 631-7164	
Contact Email	ssliwa@amherst.ny.us	
Description	Attorney	

Attachment: 22-23 CYBL Proposal (RES-2021-1141 : Cyber Insurance Policy - Cowbell Insurance (CRS #3103))

Cyber Liability

Lawley

Named Insured

Town of Amherst

Policy Term:	1/1/2022 – 1/1/2023
Retroactive Date:	Full Prior Acts
Policy Type:	Cyber Liability
Carrier:	Cowbell Insurance (Non-Admitted)

Coverage	Limit	Retention
Liability Costs	$5,000,000	$100,000
PCI Costs	$5,000,000	$100,000
Regulatory Costs	$5,000,000	$100,000
Cowbell Breach Fund	$5,000,000	$100,000
Data Restoration Costs	$5,000,000	$100,000
Extortion Costs	$3,000,000	$100,000
Business Impersonation Costs	$3,000,000	$100,000
Business Interruption Loss	$3,000,000	24 Hours - $100,000
Contingent Business Interruption Loss	$3,000,000	24 Hours - $100,000
System Failure	$3,000,000	24 Hours - $100,000
Contingent System Failure	$3,000,000	24 Hours - $100,000
Cyber Crime Loss	$250,000	$100,000
Bricking Costs	$1,000,000	$100,000
Policy Aggregate	**$5,000,000**	**N/A**

Additional Coverage Information

- Reputational Harm Expense - $2,500,000
  - Waiting Period – 24 Hours
  - Retroactive Date – 1/1/2022
- Criminal Reward - $100,000
- General Data Protection Regulation - $5,000,000
- Utility Fraud Attack - $100,000
- Media Liability - $5,000,000
- BIPA Exclusion Endorsement

Extended Reporting Period

This coverage form is written on a Claims-made basis. You may have an option to purchase an Extended Reporting Period (ERP) endorsement should your policy be cancelled or non-renewed.

Attachment: 22-23 CYBL Proposal (RES-2021-1141 : Cyber Insurance Policy - Cowbell Insurance (CRS #3103))

Renewal Comparison

Lawley

Coverage	1/1/2021-1/1/2022	1/1/2022-1/1/2023
Cyber Liability	$ 32,686.00	$ 83,708.14 *Includes taxes and fees*
Total Premium	**$ 32,686.00**	**$ 83,708.14**

Binding Requirements

- Cowbell Application signed and dated.
- Completed Total Cost Form.
- Within 30 days post binding Insured will take advantage of Cowbell platform, complementary cybersecurity awareness training and its connectors for insights and recommendations.
- Please provide the # of unique PHI and / or PII records.
- Confirmation that the latest Sophos vulnerability finding has been patched.
- Request to Bind

Attachment: 22-23 CYBL Proposal (RES-2021-1141 : Cyber Insurance Policy - Cowbell Insurance (CRS #3103))

Sign Off

Lawley

Town of Amherst
5583 Main Street
Williamsville, NY 14221

Is the mailing address listed above correct? Yes:_____ No:_____

If you have answered No to the question shown above, please make corrections below:

_____

_____

Please respond in Section 1 ***and*** Section 2, then sign where indicated:

Section 1 *- Select one of the following by placing an (X) in the appropriate box*

☐ By my signature below, I certify that I have requested Lawley Service, Inc. and/or Lawley LLC. bind coverage as shown in this proposal. All changes from the original proposal are noted and initialed.

☐ By my signature below, I certify that I have requested Lawley Service, Inc. and/or Lawley LLC. bind coverage as shown in this proposal, with no changes from the original proposal

Section 2 *- Select one of the following by placing an (X) in the appropriate box*

☐ By my signature below, I certify that I have declined quotes for additional coverages

☐ By my signature below, I certify that I have requested Lawley Service, Inc. and/or Lawley LLC. obtain Quotes for the following coverage: *(please list below)*

_____

Signed: _____ **Date:** _____

Name: **Town of Amherst**

Term: **1/1/2022-1/1/2023**

We ask that you do not accept our brief description of the insurance coverages as a complete explanation of the policy terms. The actual policy language will govern the scope and limits of coverage involved.

Attachment: 22-23 CYBL Proposal (RES-2021-1141 : Cyber Insurance Policy - Cowbell Insurance (CRS #3103))

Compensation Disclosure

The following disclosure is provided pursuant to Insurance Department Regulation No. 194 (11 NYCRR 30.1 et seq.):

Lawley Service, Inc. and/or Lawley LLC, ("the producer") is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Attachment: 22-23 CYBL Proposal (RES-2021-1141 : Cyber Insurance Policy - Cowbell Insurance (CRS #3103))

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

Francina J. Spoth
Town Clerk

Meeting: 12/20/21 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25174 **RESOLUTION 2021-1142** **ADOPTED**

Conflict Waiver - Hodgson Russ, LLP (CRS #3105)

SUSPENSION ITEM : DECEMBER 20th, 2021 TOWN BOARD MEETING

TO: **Town Board**

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

DATE: **December 20, 2021**

RE: **Conflict Waiver - Hodgson Russ, LLP (CRS #3105)**
Their Client - Modern Disposal Services, Inc.
Contract Negotiations With Town of Amherst

Kindly adopt a resolution authorizing the Supervisor to execute the attached letter relative to agreeing that there is no objection to Hodgson Russ, LLP's representation of Modern Disposal Services, Inc. in connection with its contract negotiations with the Town of Amherst pending successful completion of the Contract Routing System.

Thank you.

SJS:nmb:hs
Attachment
c: Kathy Cooper, Deputy Town Clerk
(*w/attachment,* **Suspension Item - Town Board Agenda - December 20, 2021**)
Jeffrey Swiatek, Esq.
(*w/o attachment*, Via E-Mail - jswiatek@hodgsonruss.com)

12/20/2021
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

Jeffrey F. Swiatek
Partner
Direct Dial: 716.848.1449
Facsimile: 716.849.0349
jswiatek@hodgsonruss.com

December 20, 2021

By electronic mail only (ssliwa@amherst.ny.us)

Stanley J. Sliwa, Esq.
Town Attorney
Town of Amherst
5583 Main Street
Williamsville, New York 14221

Dear Mr. Sliwa:

Re: Modern Disposal Services, Inc. (Contract Extension)

As you know, we currently represent the Town of Amherst ("Town") with regard to one or more open matters. In addition, we are presently representing, have in the past represented, and may in the future represent, Modern Disposal Services, Inc. ("Modern"). We have been asked by Modern to represent it with regard to the negotiation of a potential extension of the current contract for solid waste, yard waste and recyclables between the Town and Modern. As I confirmed during our discussion last week, Modern is willing to waive any conflicts with regard to our representation of Modern for purposes of these negotiations. Consequently, we would like to obtain the Town's consent to our representation of Modern in connection with matters relating to the proposed contract extension with the Town. It is our understanding that the Town is being represented by counsel other than our law firm in connection with this matter, and that we have no confidential information of the Town relating to this matter.

Accordingly, we respectfully ask that the Town waive any conflict of interest and agree that we may represent Modern in connection with the negotiation of a potential extension of the current contract for solid waste, yard waste and recyclables between the Town and Modern, and any matters arising in connection therewith. If this is acceptable to the Town, please sign a copy of this letter and return it to me. Thank you for your consideration, and please do not hesitate to contact me should you have any questions or wish to further discuss this matter.

Attachment: HodgsonRussConflictWaiver (RES-2021-1142 : Conflict Waiver - Hodgson Russ, LLP (CRS #3105))

Thank you for your consideration, and please let me know if you have any questions.

Very truly yours,



Jeffrey F. Swiatek

Accepted and agreed to this
___ day of December, 2020.

Town of Amherst

By:_____
Stanley J. Sliwa, Esq.

Attachment: HodgsonRussConflictWaiver (RES-2021-1142 : Conflict Waiver - Hodgson Russ, LLP (CRS #3105))