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, March 28, 2022 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

JoAnne Skorka, Lawrence Burroughs

II. INVOCATION

Deputy Supervisor Berger

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on March 28, 2022 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Organization	Title	Status	Arrived
Brian J. Kulpa	Town of Amherst	Supervisor	Present	
Jacqualine Berger	Town of Amherst	Deputy Supervisor	Present	
Deborah Bruch Bucki	Town of Amherst	Councilmember	Present	
Shawn Lavin	Town of Amherst	Councilmember	Present	
Michael Szukala	Town of Amherst	Councilmember	Present	
Francina J. Spoth	Town of Amherst	Town Clerk	Present	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Present	
Stanley J. Sliwa	Town of Amherst	Town Attorney	Present	
Jeffrey S. Burroughs	Town of Amherst	Town Engineer	Present	
Daryl Bramer	Town of Amherst	Comptroller	Present	
Lynda Juul	Town of Amherst	Director of Finance	Present	
Dan Howard	Town of Amherst	Planning Director	Present	
Ann Demopoulos	Town of Amherst	Deputy Town Attorney	Present	

V. MINUTES APPROVAL

1. Monday, March 14, 2022

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2022-265

Local Law Amending Chapter 184 - Vehicles Abandoned

Public Hearing with respect to a Local Law Amending Chapter 184 - Vehicles Abandoned.

3/14/2022
A motion to adjourn was made by Supervisor Kulpa, seconded by Councilmember Bucki and unaimously approved 4-0.

3/28/2022
A motion to adjourn was made by Supervisor Kulpa, seconded by Councilmember Bucki and unaimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 4/11/2022 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Deborah Bruch Bucki, Councilmember	
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala	

2. Resolution 2022-266

Local Law Amending Chapter 151 - Property Maintenance

Public Hearing with respect to a Local Law amending Chapter 151 - Property Maintenance.

3/14/2022
A motion to adjourn was made by Supervisor Kulpa, seconded by Councilmember Bucki and unaimously approved 4-0.

3/28/2022
A motion to adjourn was made by Supervisor Kulpa, seconded by Councilmember Bucki and unaimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 4/11/2022 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Deborah Bruch Bucki, Councilmember	
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala	

VIII. DEVELOPMENT REVIEW ACTIONS

1. Resolution 2022-308

Adoption of Local Law to Amend the Zoning Map (3325 & 3275 (Portion) Millersport Highway, Z-2021-08)

March 28, 2022

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

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board does concur with the findings of the Planning Board as stated in their resolution of November 18, 2021 that the proposed MFR-5 & R-3 zoning at 3325 & 3275 (portion) Millersport Highway is consistent with the policies of the adopted Bicentennial Comprehensive Plan, and is compatible with the present zoning and conforming use of nearby property and with the character of the neighborhood, 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 GB and R-3 to MFR-5 and R-3 subject to the following conditions:

1. That no roadway or driveway connection be permitted to the existing terminus of Altair Drive as agreed to by the petitioner in the attached correspondence dated February 22, 2022, authored by Sean Hopkins, Esquire.

3/28/2022

A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via Roll Call vote 4-1 (nay, Bucki). 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

2. Resolution 2022-309

Adoption of Local Law to Amend the Zoning Map (100 Maple Road, Z-2021-10)

March 28, 2022

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

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board does concur with the findings of the Planning Board as stated in their resolution of January 13, 2022 that the proposed Shallow Corridor - 3 District (SC-3) zoning at 100 Maple Road is consistent with the policies of the adopted Bicentennial Comprehensive Plan, and is compatible with the present zoning and conforming use of nearby property and with the character of the neighborhood, and be it further

RESOLVED, that the Town Board does find that the proposed Shallow Corridor - 3 District (SC-3) zoning at 100 Maple Road is consistent with the adopted Bicentennial Comprehensive Plan because the proposal provides multi-family residential within the targeted mixed-use area (Suburban Corridor) as established by Section 3.3.2 of the Bicentennial Comprehensive Plan and depicted by Figure 6-A of the Plan, and is consistent in character with the other commercial and multi-family uses in the vicinity, 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 General Business District (GB) to Shallow-Corridor-3 District (SC-3) subject to the following condition:

1. The project shall require Minor Site Plan review and approval for the revision to the site indicated on the plan submitted with the application dated September 2020.

3/28/2022
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved unanimously via Roll Call vote 5-0. A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Lavin and approved unanimously 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

IX. PERSONAL APPOINTMENTS TO BOARDS & COMMITTEES

Board Appointments - Amherst Conservation Advisory Council, Board of Ethics, Historic Preservation, IDA, Planning, Recreation, Recycling & Waste, Traffic Safety and the Zoning Board of Appeals.

NOTE - The number of vacancies is listed after the Committee name.

1. 9/11 Commemoration Committee

Membership is unlimited.

2. Amherst Committee on Disabilities (9)

3. Amherst Community Diversity Commission (7)

4. Amherst Conservation Advisory Council (5)

5. Amherst Industrial Development Agency

Membership is full.

6. Amherst Veterans Committee (3)

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

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 (3)

20. Historic Preservation Commission

Membership is full.

21. Information Technology Advisory Committee (1)

22. Library Board of Trustees

Membership is full.

23. Minority / Woman Owned Business (4)

24. Open Government Advisory Board (4)

25. Planning Board

Membership is full.

26. Recreation Commission (1)

27. Recycling and Waste Committee (5)

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

X. PUBLIC EXPRESSION

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. Public Expression was opened at 7:10 PM.

The following speaker addressed the Town Board:

Joe Voytovich, 35 Bucyrus Dr. - 270 Meyer Road sale price being available on Town's website

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 7:18 PM.

XI. CONSENT AGENDA

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

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

B. DEPUTY SUPERVISOR BERGER:

C. COUNCILMEMBER BUCKI:

1. Resolution 2022-310

Historic Preservation Grant Application

WHEREAS, the Town of Amherst became a Certified Local Government (CLG) for Historic Preservation on October 3, 1994; and

WHEREAS, the New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP) offers grants to CLG's for various Historic Preservation projects; and

WHEREAS, consistent with its mission, the Town of Amherst Historic Preservation Commission desires to hold a joint public educational program in the summer of 2022, together with the Buffalo Niagara Heritage Village and Preservation Buffalo Niagara; and

WHEREAS, the specific purpose of the grant request is to secure funding for community and Commission training, educational outreach, and cultural resource survey work.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board authorizes the Amherst Historic Preservation Commission to prepare a grant application to the New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP) CLG Program no later than April 1, 2022, to request funding for the purposes as described above; and

BE IT FURTHER RESOLVED that the Amherst Town Supervisor is authorized to submit the FY2022 Grant application for an amount not to exceed ($30,000) to the New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP) and to execute a Project agreement with the State if the grant is awarded; and

BE IT FURTHER RESOLVED that if the grant application is approved, the recommended match of up to 50% of the project cost, not to exceed fifteen thousand dollars ($15000.00) will be provided through Town time, donated services and/or volunteer labor.

3/28/2022
Consent

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

D. COUNCILMEMBER LAVIN:

1. Resolution 2022-311

Board of Ethics Reappointment

WHEREAS, the Amherst Board of Ethics, also known as Board of Ethics, seeks to foster an environment where Town officers, Town employees, Town agencies and citizens work together in good faith, with integrity and honesty; and

WHEREAS, the Board of Ethics has a roster maximum of five (5) members, which currently has one vacancy; and

WHEREAS, Lisa Kistner has expressed interest in continuing as a member of the Board of Ethics.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board re-appoints Lisa Kistner to the Amherst Board of Ethics for a term to conclude December 31, 2026.

3/28/2022
Consent

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

E. COUNCILMEMBER SZUKALA:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2022-264

Local Law Repealing Chapter 15 - Employee Position Vacancy Control Plan

Public Hearing with respect to a Local Law repealing Chapter 15 - Employee Position Vacancy Control Plan.

3/14/2022
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 4-0. The public hearing was opened at 7:18 PM.

Stan Sliwa, Town Attorney, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the March 28th Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 4-0. The public hearing was closed at 7:23 PM.

3/28/2022
Consent

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

2. Resolution 2022-312

Abandonment of 160 Campus Drive

AGENDA ITEM - MARCH 28, 2022

TO: **Town Board**

FROM: **Ann Demopoulos, Esq. Deputy Town Attorney**

DATE: March 21, 2022

RE: Abandonment of 160 Campus Drive

Kindly adopt a resolution authorizing the Town Attorney's Office to begin abandonment proceedings related to the property located at 160 Campus Drive and authorizing the Supervisor to execute any and all documents relative to the action.

Thank you.

AD:lcg
c: Timothy Koller, Deputy Town Clerk (**Agenda Item : March 28, 2022)**
Mark S. Berke, PE, Commissioner of Building
Laurie Stillwell, Associate Planner, Community Development

3/28/2022
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 2022-313

Engagement Letter - Harris Beach PLLC (CRS #3214)

AGENDA ITEM : MARCH 28TH, 2022

TO: Town Board

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

DATE: March 23, 2022

RE: Engagement Letter - Harris Beach, PLLC (CRS# 3214)

Kindly adopt a resolution authorizing the Supervisor to execute the attached Engagement Letter with Harris Beach specific to legal services rendered relative to BENLIC property acquisitions pending successful completion of the CRS.

Thank you.

SJS:NMS:hs
Attachment
c: Tim Koller, Deputy Town Clerk

(*w/attachment*, **Agenda Item - March 28, 2022**)
Laurie Stillwell, Associate Planner, Community Development (*w/attachment*)

3/28/2022
Consent

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

4. Resolution 2022-314

Settlement of Article 7 Matter - Key Bank AKA 3920 Main St

AGENDA ITEM : MARCH 28, 2022

TO: **Town Board**

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

DATE: **March 22, 2022**

RE: **Settlement of Article 7 Matter**
Key Bank AKA 3920 Main Street

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.

Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : March 28, 2022**)
Emily Murphy, Town Assessor

3/28/2022
Consent

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

5. Resolution 2022-315

Settlement of Ariticle 7 Matter - Prisha Realty LLC

AGENDA ITEM : MARCH 28, 2022

TO: **Town Board**

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

DATE: **March 22, 2022**

RE: **Settlement of Article 7 Matter**
Prisha Realty 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 : March 28, 2022**)
Emily Murphy, Town Assessor

3/28/2022
Consent

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

6. Resolution 2022-316

Settlelment of Article 7 Matter - Jonathan Bevilacqua (54 Brice Landing Court)

AGENDA ITEM : MARCH 28, 2022

TO: **Town Board**

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

DATE: **March 22, 2022**

RE: **Settlement of Article 7 Matter**
Jonathan Bevilacqua (54 Brice Landing Court)

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.

Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : March 28, 2022**)
Emily Murphy, Town Assessor

3/28/2022
Consent

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

7. Resolution 2022-317

Settlement of Article 7 Matter - 3D Sheridan LLC

AGENDA ITEM : MARCH 28, 2022

TO: **Town Board**

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

DATE: March 22, 2022

RE: Settlement of Article 7 Matter
3D Sheridan 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.

Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : March 28, 2022**)
Emily Murphy, Town Assessor

3/28/2022
Consent

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

8. Resolution 2022-318

Settlement of Article 7 Matter - Sheridan Center LLC

AGENDA ITEM : MARCH 28, 2022

TO: Town Board

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

DATE: March 22, 2022

RE: Settlement of Article 7 Matter
Sheridan Center 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.

Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : March 28, 2022**)
Emily Murphy, Town Assessor

3/28/2022
Consent

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

9. Resolution 2022-319

Settlement of Article 7 Matter - McDonald's USA LLC 1970 Kensington Avenue

AGENDA ITEM : MARCH 28TH, 2022

TO: **Town Board**

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

DATE: **March 23, 2022**

RE: **Settlement of Article 7 Matter**
McDonald's USA LLC 1970 Kensington Avenue

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.

Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : March 28, 2022**)

Emily Murphy, Town Assessor

3/28/2022
Consent

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

B. TOWN CLERK:

1. Resolution 2022-320

Amusement License - the ARC Erie County

Request by The ARC Erie County for a First Class Amusement License to hold a fundraiser at 30 Wilson Road on Thursday, June 23 from 4:30 PM to 8:30 PM.
Supervising Code Enforcement Officer recommends a fee of $50.00.

The following conditions apply:
1. A trained crowd manager is required with crowds over 500 people.
2. Mobile food trucks are required to have a current Town of Amherst permit.
3. That all fire lanes be kept clear at all times.
4. Emergency access must be maintained at all times during events.
5. For any tent in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
6. All temporary power must be code compliant.
7. Fire extinguishers will be required throughout the event area.
8. Accessible parking must be maintained.
9. Accessible bathroom facilities must be available.

3/28/2022
Consent

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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

1. Resolution 2022-321

Distressed Properties Trust Account for Lead Paint & Asbestos Assessment at 160 Campus Drive

WHEREAS, the Amherst Town Board (RES 2012-825) created the Distressed Property Task Force and Distressed Property Trust Fund to address and coordinate property maintenance issues; and

WHEREAS, the Distressed Properties Task Force is conducting feasibility of various intervention methods of a vacant and distressed property located at 160 Campus Drive, Amherst, NY 14226; and

WHEREAS, the Task Force has determined a Lead Paint and Asbestos Assessment is necessary in order to accurately evaluate feasibility of various intervention methods for the property; and

WHEREAS, the Task Force is seeking permission from the Town Board to expand funds from the Distressed Property Trust Account to complete the Lead Paint and Asbestos Assessment for 160 Campus Drive, Amherst, NY 14226; and

WHEREAS, Stohl Environmental is currently under contract with the Town to provide such assessments; now therefore

BE IT RESOLVED, that the Town Board of the Town of Amherst authorizes the use of the Distressed Property Trust Account (T4019.4002), for and amount not to exceed $1,000, for Stohl Environmental to complete a Lead Paint and Asbestos Assessment at 160 Campus Drive, Amherst, NY 14226.

3/28/2022
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

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2022-322

Budget Transfers and Amendments

For March 28, 2022 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 3/23/2022
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 - 2022

FROM:	***TO:***
N2156.4000 Contractual $70,000.00	N2156.1000 HOME ARP Admin. $65,025.55 N2156.8030 HOME APR Admin. $4,974.45
To adjust the budget to include admin costs for payroll per Department's request.	
A1990.4000 Contingency $25,000.00	A1620.1850 Lump Sum Retirement $23,224.00 A1620.8030 FICA $1,776.00
To transfer funds that were budgeted in contingency for retirement in Building Maintenance.	

3/28/2022
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2022-323

Award Bid #2022004 - Police and Fire Control Uniforms - CRS #3210

WHEREAS, the Contract Compliance & Administration Department received bids on February 24, 2022 for Bid #2022004 Police and Fire Control Uniforms; and

WHEREAS, the bid process resulted in responses from one (1) vendor, as identified on the attached bid tab;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance & Administration Department to award Bid #2022004 Police and Fire Control Uniforms to United Uniform Distribution, LLC; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with United Uniform Distribution, LLC.

3/28/2022
Consent

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

2. Resolution 2022-324

Approve Erie County Shared Services Agreement - CRS #3215

Kindly adopt the attached Erie County Shared Services Agreement, allowing for the sharing of services and equipment between various municipalities within Erie County, effective as of March 21, 2022.

3/28/2022
Consent

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

H. COURT:

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

K. ENGINEERING:

1. Resolution 2022-325

Emergency Purchase Authorization National Water Main Cleaning CRS No. 3212

The Engineering Department is requesting that the Town Board approve an emergency purchase made with National Water Main Cleaning for the CIPP UV Lining of the existing 30" sanitary sewer line at the Campbell Boulevard sewer collapse site. A quote, including rates for their services is attached.

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

The total amount quoted for this work is ~~$328,636.25~~ $338,636.25 (which included a 10% fuel surcharge at the time of invoicing not to exceed $10,000) and the funding source for this request is to-be-determined.

3/28/2022
A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion to amend was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Amendment adds the underlined language. 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

L. FINANCE:

M. HIGHWAY

1. Resolution 2022-326

Emergency Authorization

BE IT RESOLVED THAT the Town Board approves the emergency expenditure of $1,780.00 for the purchase of a Highway Department fire alarm cellular communicator

replacement: one (1) AES-7707P Radio Fire Alarm Communicator which includes installation, programming and testing. The building is located at 1042 North Forest Road.

3/28/2022
Consent

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

N. HUMAN RESOURCES:

1. Resolution 2022-327

Personnel Action Procedure Policy Resolution

WHEREAS the Town of Amherst adopted a Vacancy Control Plan by local law in 2003 establishing hiring procedures based largely upon parameters established by the 2000 New York State Early Retirement Incentive, and

WHEREAS many of the aforementioned procedures are overly arduous and time-consuming, and no longer relevant or effective in guiding and monitoring Town hiring procedures, and

WHEREAS the Town is in the process of repealing Chapter 15 of the Amherst Town Code to eliminate the Vacancy Control Plan, and

WHEREAS the Town wishes to replace the outdated Vacancy Control Plan with a more efficient and diligent method of reviewing and moving forward with personnel actions to assure full compliance with all financial, budgetary, civil service and collective bargaining aspects in the hiring and promotional processes, now therefore

BE IT RESOLVED that the Town Board hereby approves the attached Personnel Action Procedure Policy, and

BE IT FURTHER RESOLVED that this policy will periodically be reviewed and updated by the Human Resources Office to assure the most efficient and cost effective procedures are in place to govern the Town's personnel action process.

3/28/2022
Consent

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

2. Resolution 2022-328

Extended Sick Leave of Absence Without Pay/Highway Department

Please authorize an Extended Sick Leave of Absence Without Pay to Joseph Simonick, Laborer at the Highway Department. Effective April 1, 2022 through October 3, 2022.

3/28/2022
Consent

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

3. Resolution 2022-329

Part-Time/Sesonal Pay Scale - Youth & Recreation

Adopt the attached pay scale for part-time and seasonal program positions at the Amherst Youth & Recreation Department effective April 9, 2022.

3/28/2022
A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion to amend was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Amendment updated the Financial Impact. 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

4. Resolution 2022-330

Maintenance Worker/Engineering Department

Please appoint a Maintenance Worker to the Engineering Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 29, 2022 at an hourly rate of $19.69, Grade II, Step 1 for Christopher Dorchak.

Contingent upon completing all pre-employment requirements.

3/28/2022
Consent

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

5. Resolution 2022-331

Senior Real Property Appraiser/Assessors

Please appoint a Senior Real Property Appraiser to the Assessor's Office. Provisional, pending satisfactory completion of a Civil Service Examination. Effective March 29, 2022 at an annual salary of $67,743, Grade 16, Step E for Jeffrey Hennard.

Replacing an employee who retired.
Please authorize a six (6) month residency waiver.

3/28/2022
Consent

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

6. Resolution 2022-332

Senior Electrician/Engineering Department

Please appoint a Senior Electrician to the Engineering Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 29, 2022 at an annual salary of $79,203, Grade 18, Step G for Corey Berger.

Contingent upon completing all pre-employment requirements.
Please authorize a six (6) month residency waiver.

3/28/2022
Consent

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

7. Resolution 2022-333

Computer Support Technician/Office of Information Technology

Please appoint a Computer Support Technician to the Office of Information Technology. Provisional, pending satisfactory completion of a Civil Service Examination. Effective March 29, 2022 at an annual salary of $51,813, Grade 10, Step E for Donald Russ.

3/28/2022
Consent

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

O. INFORMATION TECHNOLOGY:

1. Resolution 2022-334

Comtec of WNY Statement of Work, CRS #3186

Please authorize the Supervisor to sign an agreement with Comtec of WNY Inc. This agreement is for regular and emergency rates should there be a fiber optic cable service disruption. This agreement will expire on March 20, 2023.

3/28/2022
Consent

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

P. PLANNING:

1. Resolution 2022-335

To Authorize a Minor Amendment to the FY 2018 Annual Action Plan for Community Development

WHEREAS, on June 15, 2020 the Town Board approved a substantial amendment to the 2018 Annual Action Plan to create an Emergency Rental Assistance Program using $300,000 of 2018 HOME Acquisition/Rehabilitation & Housing Rehabilitation funding. Since that time, almost $100,000 has been spent to assist tenants and landlords that were financially impacted by the pandemic; and

WHEREAS, as of December 31, 2021, all of the HOME waivers that allowed Community Development to create and administer the rental assistance program have expired, which means HOME funds can no longer be spent on this program; and

WHEREAS, Community Development is proposing transferring the remaining $214,023.00 of 2018 HOME funds to the 2018 Acquisition/Rehabilitation/Resale activity where the funds will be spent on rehabilitating 345 Grover Cleveland Highway for sale to a first-time homebuyer; now therefore

BE IT RESOLVED, that the Town of Amherst Town Board hereby authorizes the above amendment to the FY 2018 Annual Action Plan.

3/28/2022
Consent

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

2. Resolution 2022-336

Authorize the Supervisor to Enter into a New Cooperation Agreement to Continue the HOME Consortium for Federal Fiscal Years 2023, 2024 and 2025 CRS #3183

WHEREAS, the Congress of the United States has passed and the President of the United States has signed into law the National Affordable Housing Act of 1990, making federal funds for housing activities available to the towns of Amherst, Cheektowaga and Tonawanda; and

WHEREAS, said Act provides that a consortium of geographically contiguous units of local government can be considered to be a unit of general local government for purposes of the HOME program; and

WHEREAS, the Towns of Cheektowaga, Tonawanda and Amherst, with Amherst acting as Lead Town, desire to be considered as such a Consortium for the purpose of applying for assistance under the HOME Program; and

WHEREAS, all grant administration costs are funded by the grant; now therefore be it

RESOLVED, that the Town Board of the Town of Amherst authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to enter into a new Cooperation Agreement with the Towns of Cheektowaga and Tonawanda for the HOME Investment Partnership Program during Federal fiscal years 2023, 2024 and 2025.

3/28/2022
Consent

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

Q. POLICE:

1. Resolution 2022-337

Memorandum of Understanding Use of Amherst Police Department Community Policing and Training Facility Erie County Medical Center Corp. Hospital Police (CRS #3197)

TOWN BOARD AGENDA ITEM: MARCH 28, 2022

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: Memorandum of Understanding
Use of Amherst Police Department Community Policing and Training Facility
Erie County Medical Center Corp. Hospital Police (CRS #3197)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached Memorandum of Understanding between the Town of Amherst (Police) and the Erie County Medical Center Corp. Hospital Police with regard to the above-entitled matter. This MOU has successfully completion the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 28, 2022)**

3/28/2022
Consent

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

2. Resolution 2022-338

Amendment of Map Plan and Report for 2022 Town of Amherst Police Department Vehicles Bond

Town Board Agenda Item: March 28, 2022

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: Amendment of Map Plan and Report for
2022 Town of Amherst Police Department Vehicles Bond

WHEREAS, the Town Board of the Town of Amherst adopted a Bond Resolution and Map, Plan and Report (MPR) for the 2022 Town of Amherst Police Department Vehicles Bond at its February 28, 2022 meeting (Resolution #2022-204); and

WHEREAS, the Town of Amherst Police Department was requesting to purchase "hybrid" police vehicles using these bond funds; and

WHEREAS, during the bid process, the Town was advised that as a result of the COVID-19

pandemic there is no availability for "hybrid" vehicles at this time; and

WHEREAS, the MPR, a copy of which is attached, was amended to reflect such change; and

NOW THEREFORE BE IT RESOLVED that the Amherst Town Board adopts the amended MPR with regard to this bond project to allow the bond funding to be utilized to purchase "non-hybrid" vehicles.

MSL:hs
C: Tim Koller, Deputy Town Clerk *(Agenda Item: March 28, 2022)*
Lynda Juul, Finance Director
Stanley Sliwa, Esq., Town Attorney

3/28/2022
Consent

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

3. Resolution 2022-339

Travel & Training Request State of New York Police Juvenile Officers and School Resource Officers Annual Training Conference

TOWN BOARD AGENDA ITEM : MARCH 28, 2022

TO: **Town Board**

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

RE: **Travel & Training Request**
State of New York Police Juvenile Officers and School Resource Officers Annual Training Conference

Kindly adopt a Resolution authorizing two (2) Detectives to attend the annual training conference with regard to the above matter. This seminar is being held in Syracuse, New York from August 29, 2022 through September 2, 2022. The Detectives will utilize a police car to travel to the seminar. The cost for this course is approximately $2,075.68.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 28, 2022)**

3/28/2022

Consent

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

R. SENIOR SERVICES:

S. YOUTH AND RECREATION:

1. Resolution 2022-340

Rental Fee

Set the fee for rental of the Amherst Youth & Recreation Department mobile stage at $475.00.

This fee was reviewed and approved by the Amherst Recreation Commission at its March 2022 meeting and is the same fee charged by Erie County for its mobile stage.

3/28/2022
Consent

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

2. Resolution 2022-341

Bike Path Closure

Authorize the closure of Frontier Road and the Amherst bike path between JJ Audubon Parkway and St. Rita's Lane on April 9, 23, and 30, 2022 from 6pm until approximately midnight to accommodate fireworks in conjunction with concerts at the University at Buffalo.

3/28/2022
Consent

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

3. Resolution 2022-342

T Account Expenditure Approval

Authorize the expenditure of $2,331.00 from account T 2023 to replace vandalized windscreens at Paradise Park.

3/28/2022
Consent

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

4. Resolution 2022-343

Non-Employee Travel Reimbursement

Authorize travel expense reimbursement for Vanita Jamison, a member of the Amherst Youth & Community Coalition, for travel to CADCA Forum 2022 as a requirement of the Drug-Free Communities Grant managed by the Town of Amherst.

3/28/2022
Consent

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

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2022-28

Notice of Claim: Carmen Panaro Vs. Town of Amherst

3/28/2022
Referred to Town Attorney.

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

2. Communication 2022-29

Notice of Claim: Shayla Adams Vs. Town of Amherst

3/28/2022
Referred to Town Attorney.

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

3. Communication 2022-30

Summons and Complaint: Elena Balea & Homer Balea Vs. Town of Amherst

3/28/2022
Referred to Town Attorney.

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

XVI. PUBLIC IMPROVEMENT PERMITS

XVII. PUBLIC EXPRESSION #2

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. Public Expression was opened at 7:23 PM.

The following speaker addressed the Town Board:
Joe Voytovich, 35 Bucyrus Dr. - 2160 & 2170 N Forest rezoning

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Public Expression was closed at 7:26 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 March 28, 2022 was adjourned at 7:26 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25547 **RESOLUTION 2022-265** **ADJOURNED**

Local Law Amending Chapter 184 - Vehicles Abandoned

Public Hearing with respect to a Local Law Amending Chapter 184 - Vehicles Abandoned.

3/14/2022
A motion to adjourn was made by Supervisor Kulpa, seconded by Councilmember Bucki and unaimously approved 4-0.

3/28/2022
A motion to adjourn was made by Supervisor Kulpa, seconded by Councilmember Bucki and unaimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 4/11/2022 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Deborah Bruch Bucki, Councilmember	
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala	

LOCAL LAW NO.___ -2022

TOWN OF AMHERST

COUNTY OF ERIE, STATE OF NEW YORK

A Local Law Amending Chapter 184 of the Code of the Town of Amherst, Vehicles Abandoned

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 184 of The Code of The Town of Amherst, Vehicles Abandoned."

Section 2. Purpose

The purpose of this Local Law shall be to amend Section 184-5 of Chapter 184 of the Code of the Town of Amherst.

Section 3.

Section 184-5 of the Code of the Town of Amherst is amended as follows:

§ 184-5 **Removal of abandoned vehicles authorized.**

~~Any vehicle abandoned in violation of this chapter may be removed and stored by the Police Department or other agency authorized by the Town Board.~~ Any vehicle abandoned in violation of this chapter may be removed and stored by the police department, or all other agencies authorized by the Town of Amherst Code upon first having obtained a search warrant pursuant to Article 690 of the Criminal Procedure Law, which shall permit the seizure of any vehicle abandoned in violation of this chapter as authorized by CPL § 169.10. Application for search warrants should be made by the Building Commissioner, and/or his/her designee/employee and/or a member of the Amherst Police Department.

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: LL - ch. 184 (RES-2022-265 : Local Law Amending Chapter 184 - Vehicles Abandoned)

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25548 **RESOLUTION 2022-266** **ADJOURNED**

Local Law Amending Chapter 151 - Property Maintenance

Public Hearing with respect to a Local Law amending Chapter 151 - Property Maintenance.

3/14/2022
A motion to adjourn was made by Supervisor Kulpa, seconded by Councilmember Bucki and unaimously approved 4-0.

3/28/2022
A motion to adjourn was made by Supervisor Kulpa, seconded by Councilmember Bucki and unaimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 4/11/2022 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Deborah Bruch Bucki, Councilmember	
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala	

LOCAL LAW NO.___ -2022

TOWN OF AMHERST

COUNTY OF ERIE, STATE OF NEW YORK

A Local Law Amending Chapter 151 of the Code of the Town of Amherst, Property Maintenance

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 151 of The Code of The Town of Amherst, Property Maintenance."

Section 2. Purpose

The purpose of this Local Law shall be to amend various sections of Chapter 151 of the Code of the Town of Amherst.

Section 3.

Chapter 151-15 of the Code of the Town of Amherst is amended as follows:

§ 151-15 **Failure to comply.**

~~In the event that the order is not complied with within 10 days following personal service or 14 days following mailing of the order, the Building Commissioner shall cause the work therein required to be done or completed.~~ In the event that the order is not complied with within ten (10) days following personal service or fourteen (14) days following mailing of the order, the Building Commissioner shall request that a search warrant be sought pursuant to Article 690 of the Criminal Procedure Law upon application of an Amherst Police Officer which shall permit the Building Commissioner, or his/her designated delegate, to cause any work required to be done and completed and to enter upon the premises for purposes of doing so.

Section 4.

Chapter 151-50 of the Code of the Town of Amherst is amended by adding a new subparagraph, I, as follows:

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

Attachment: LL - ch. 151 (RES-2022-266 : Local Law Amending Chapter 151 - Property Maintenance)

§ 151-50 **Code official; powers and duties.**

I. The code enforcement officer shall have the ability to request, upon approval of the Building Commissioner and/or the Police Department to make an application for a search warrant under Article 690 of the Criminal Procedure Law and to authorize the seizure of materials or other property which constitutes evidence or tends to demonstrate that an offense or violation of the Code was committed, or there is a particular person participating in the commission of an offense.

Section 5.

Chapter 151-53 of the Code of the Town of Amherst is amended by adding a new subparagraph, F, as follows:

§ 151-53 **Notices and orders.**

F. Whenever a code enforcement officer determines that there has been a violation of this Article, or grounds to believe a violation has occurred, he/she shall have the ability to request the Police Department to make an application to Town Court for a search warrant pursuant to Article 690 of the Criminal Procedure Law, including requesting permission to seize materials in compliance with CPL § 690.10.

Section 6.

Chapter 151 of the Code of the Town of Amherst is amended by adding a new section, §151-57, as follows:

§ 151-57 ~~(Reserved)~~ The Building Commissioner and/or his/her designated representative shall have the ability to apply for a search warrant under Article 690 of the Criminal Procedure Law seeking to search the premises to determine if the violation of the code is in existence and to seize any property as permitted under CPL § 690.10.

Section 7.

Chapter 151-61(C) of the Code of the Town of Amherst is amended by adding a new subparagraph, C, as follows:

§ 151-61 **Exterior structure.**

C. ~~(Reserved)~~ The Building Commissioner and/or his/her designated representative shall the ability of applying for a search warrant under Article 690 of the Criminal Procedure Law seeking to search the premises to determine if the violation of the code is in existence and to seize any property as permitted under CPL § 690.10.

Section 8.

Chapter 151-62 of the Code of the Town of Amherst is amended by adding a new subparagraph, H, as follows:

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

Attachment: LL - ch. 151 (RES-2022-266 : Local Law Amending Chapter 151 - Property Maintenance)

§ 151-62 **Interior structure.**

H. The Building Commissioner and/or his/her designated representative shall the ability of applying for a search warrant under Article 690 of the Criminal Procedure Law seeking to search the premises to determine if the violation of the code is in existence and to seize any property as permitted under CPL § 690.10.

Section 9.

Chapter 151-84 of the Code of the Town of Amherst is amended by adding a new subparagraph, K, as follows:

§ 151-84 **Means of egress.**

K. ~~(Reserved)~~ The Building Commissioner and/or his/her designated representative shall the ability of applying for a search warrant under Article 690 of the Criminal Procedure Law seeking to search the premises to determine if the violation of the code is in existence and to seize any property as permitted under CPL § 690.10.

Section 10.

Chapter 151-85 of the Code of the Town of Amherst is amended by adding a new subparagraph, C, as follows:

§ 151-85 **Accumulations and storage**.

C. The Building Commissioner and/or his/her designated representative shall the ability of applying for a search warrant under Article 690 of the Criminal Procedure Law seeking to search the premises to determine if the violation of the code is in existence and to seize any property as permitted under CPL § 690.10.

Section 11.

Chapter 151 of the Code of the Town of Amherst is amended by adding a new section, §151-88, as follows

§ 151-88 **Reasonable Cause/Application For Search Warrant**.

Whenever the Building Commissioner and/or his/her designee has reasonable cause to believe a violation of the Building Code, the State Uniform Building and Fire Code or any other provision of Town Law is violated, he/she shall have the ability to make an application for a search warrant in compliance with the provisions of Article 690 of the Criminal Procedure Law.

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

Attachment: LL - ch. 151 (RES-2022-266 : Local Law Amending Chapter 151 - Property Maintenance)

Section 12. 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: LL - ch. 151 (RES-2022-266 : Local Law Amending Chapter 151 - Property Maintenance)

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Planning
Initiated by: **Daniel J. Ulatowski**
Co-Sponsored by:

DOC ID: 25592 **RESOLUTION 2022-308** **ROLL CALL VOTE (ADOPTED)**

Adoption of Local Law to Amend the Zoning Map (3325 & 3275 (Portion) Millersport Highway, Z-2021-08)

March 28, 2022

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

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board does concur with the findings of the Planning Board as stated in their resolution of November 18, 2021 that the proposed MFR-5 & R-3 zoning at 3325 & 3275 (portion) Millersport Highway is consistent with the policies of the adopted Bicentennial Comprehensive Plan, and is compatible with the present zoning and conforming use of nearby property and with the character of the neighborhood, 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 GB and R-3 to MFR-5 and R-3 subject to the following conditions:

1. That no roadway or driveway connection be permitted to the existing terminus of Altair Drive as agreed to by the petitioner in the attached correspondence dated February 22, 2022, authored by Sean Hopkins, Esquire.

3/28/2022
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via Roll Call vote 4-1 (nay, Bucki). 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

Attachment: Z-2021-08_draft TB Neg Dec (RES-2022-308 : Local Law to Amend the Zoning Map - 3325 & 3275 (Portion) Millerpsort Hwy.)

DRAFT (03/28/22)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Town Board	**Project**: Z-2021-08
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: EAF completed; Type 1 Action. Town of Amherst established as the Lead Agency.

Description of Action: Rezoning of 17.78 ± acres of land from GB to MFR-5 & R-3 to permit the future use and development of the site for a mix of residential housing types. The concept plan illustrates (3), three - story apartment buildings that front on North French Road, (2), three-story apartment buildings and (2), two-story townhome buildings that are all located in the interior of the site and (1) two-story townhome building that is adjacent to Millersport Highway.

Location: 3275 (portion) & 3225 Millersport Highway, Town of Amherst, Erie County, New York

Petitioner: The Green Organization

Attachment: Z-2021-08_draft TB Neg Dec (RES-2022-308 : Local Law to Amend the Zoning Map - 3325 & 3275 (Portion) Millerpsort Hwy.)

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Full Environmental Assessment Form (FEAF) - Part 1, a complete rezoning application, and concept plan, a preliminary staff analysis was undertaken. Compared to the criteria listed in § 617.7, all indications are that the proposed rezoning of 17.78 ± acres of land from General Business District (GB) to Multi Family Residential-5 (MFR-5) & Residential District 3 (R-3) for a proposed development of the site for a mix of residential housing types 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 November 16, 2021 reviewed the application and EAF submitted on September 20, 2021, and had no objection or comments on the proposed rezoning. A full storm drainage design that meets the state stormwater design standards will be prepared for site plan submission.

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 when 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 rezoning is consistent with Section 3.3.1 for residential uses and as depicted in Figure 6, envisions mixed residential uses for the area. The project will comply with all regulations of the Town Zoning Ordinance before final site plan approval is granted. The Town Building Department on November 16, 2021 reviewed the application and EAF submitted on September 20, 2021, and has no objection or comments on the proposed rezoning.

4. The project is within an area identified by the State as potentially containing significant cultural or archeological resources. It will not impair the character or quality of important historical resources. The New York State Office of Parks, Recreation and Historic Preservation reviewed the project on December 9, 2021 and determined that there will be no impact to any archeological and/or cultural 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 to rezone from GB to MFR-5 & R-3. Neighboring uses are single family housing and a used car dealership to the north zoned R-3 and Motor Service (MS) respectively, single family housing to the south zoned R-3, and multi-family housing to the east and west zoned Multi Family Residential Four-A (MFR-4A) and MFR-5; therefore, the project is consistent with surrounding land uses.

6. The proposed rezoning to MFR-5 & R-3 for a development of the site to permit a mix of residential housing types will not cause a major change in the use of or the quantity or type of energy.

7. The rezoning to MFR-5 & R-3 for the proposed development of the site for a mix of residential housing types will not create any hazard to human health.

8. The rezoning to MFR-5 & R-3 will cause a change in the use of the existing vacant land by permitting the development of multi-family housing. The site has the capacity to support such use. The proposed development of the site for a mix of residential housing types will be consistent with the scale of surrounding land uses.

9. The rezoning to MFR-5 & R-3 for the proposed development of the site for a mix of residential housing types will significantly increase the number of people using the site over its previous level of use.

10. Review by the Town Traffic/Safety Board on November 16, 2021**,** Erie County Department of Public Work –Highways Division on November 9, 2021, and The New York State Department of Transportation on November 5, 2021 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 November 16, 2021, Engineering on November 16, 2021, Highway on October 8, 2021, Traffic/Safety Board on November 16, 2021, Assessor on December 9, 2021, and Right-of-Way Agent on November 15, 2021 along with outside agencies including Erie County Department of Environment & Planning on October 28, 2021, and NYSDOT on November 8, 2021. These reviews have not identified any significant environmental issues and indicate that the proposal will not have a significant damaging impact on the environment.

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

_____ _____
Signature & title of preparer date

_____ _____
Brian J. Kulpa, Supervisor date

Attachment: Z-2021-08_draft TB Neg Dec (RES-2022-308 : Local Law to Amend the Zoning Map - 3325 & 3275 (Portion) Millerpsort Hwy.)

TV/ac
X:\Current_Planning\Files\Rezonings\2021\Z-2021-08_(3275_&_3325_Millersport_Hwy)_2021\Z-2021-08_draft TB Neg Dec.docx
cc: Amherst Town Clerk
Amherst Building Department
ECDEP
NYSDEC
NYSDOT
Christopher Wood, Carmina Wood Morris, 487 Main St., Suite 600, Buffalo, NY 14203
Sean Hopkins, Hopkins Sorgi & McCarthy, PLLC, 5500 Main St., Ste. 343, Williamsville, NY 14221
Matt Green, The Green Organization, 6465 Transit Rd., E. Amherst, NY 14051

Attachment: Z-2021-08_draft TB Neg Dec (RES-2022-308 : Local Law to Amend the Zoning Map - 3325 & 3275 (Portion) Millerpsort Hwy.)

March 2, 2022

Thomas Voigt, Assistant Planner
Town of Amherst Planning Department
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 Tom:

Pursuant to our recent discussions, this letter is being submitted on behalf of The Green Organization ("Project Sponsor") to confirm that it is acceptable for the Town Board to impose a zoning condition in connection with its issuance of a decision on 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 prohibiting any vehicular access including a roadway, driveway, etc. from the existing terminus of Altair Drive onto the Project Site.

It would be greatly appreciated if the draft resolution to be provided to the Town Board for its consideration during its meeting on **Monday, March 14th at 7:00 p.m.** include the proposed zoning condition per our recent discussions. Please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com with any questions regarding this letter.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Brian J. Kulpa, Supervisor
Jacqualine Berger, Councilmember
Deborah Bruch Bucki RN PhD, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Daniel Howard, Planning Director
Daniel Ulatowski, Zoning Enforcement Officer
Scott A. Marshall, Principal Planner
Timothy J. Koller, Deputy Town Clerk
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 Letter_03-02-22 (RES-2022-308 : Local Law to Amend the Zoning Map - 3325 & 3275 (Portion) Millerpsort Hwy.)

Attachment: Z-2021-08_Local Law-Draft-3325 & Portion of 3275 Millersport Highway-09-20-21 (RES-2022-308 : Local Law to Amend the Zoning

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 3325 MILLERSPORT HIGHWAY FROM GB TO MFR-5 & R-3 AND A PORTION OF 3275 MILLERSPORT HIGHWAY FROM R-3 TO MFR-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 Chapter 203 of Town of Amherst Code, Known As The Zoning Ordinance, to Rezone 3325 Millersport Highway from GB to MFR-5 & R-3 and a portion of 3275 Millersport Highway from R-3 to MFR-5 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 3325 Millersport Highway from GB to MFR-5 & R-3 and a portion of 3275 Millersport Highway from R-3 to MFR-5 and to Amend the Zoning Map Accordingly has been filed and is in proper order. The Town Board further finds that the request including the rezoning is consistent with the Comprehensive Plan.

Section 3. Amherst Zoning Map.

The Town Board hereby amends its zoning map which is incorporated by reference in the Town zoning code by amending from GB to MFR-5 & R-3, the zoning of 3325 Millersport Highway and from R-3 to MFR-5, the zoning of a portion of 3275 Millersport Highway, subject to any conditions imposed by the authorizing resolution; legally described as follows:

LEGAL DESCRIPTION OF PORTION OF 3325 MILLERSPORT HIGHWAY TO BE REZONED FROM GB TO MFR-5:

Attachment: Z-2021-08_Local Law-Draft-3325 & Portion of 3275 Millersport Highway-09-20-21 (RES-2022-308 : Local Law to Amend the Zoning

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. 58, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at the intersection of the east line of lands conveyed to Levin Inc. by deed recorded in Liber 10910 of Deeds at page 6663 Parcel V (B) with the south line of North French Road as now laid out:

THENCE: S-01°-43'-53"-W, along the westerly line of aforesaid Deed a distance of 530.54 feet to a point;

THENCE: Through lands conveyed to Levin Inc. by deed recorded in Liber 10910 of Deeds at page 6663 Parcel V (B) the following two (2) courses and distances;

1) S-88°-28'-24"-W a distance of 410.34 feet to a point;
2) S-01°-36'-59"-W a distance of 77.52 feet to the north line of lands conveyed to Levin Inc. by deed recorded in Liber 11100 of Deeds at page 8342:

THENCE: N-88°-16'-07"-W, along said north line of lands conveyed to Levin Inc. by Liber 11100 of Deeds at page 8342 and the south line of lands conveyed to Levin Inc. by deed recorded in Liber 10910 of Deeds at page 6663 Parcel V (D) a distance of 1031.87 feet to a point on the southeast line of Millersport Highway;

THENCE: N-38°-57'-07"-E, along the southeast line of Millersport Highway a distance of 339.20 feet to a point, said point being distant 401.28 feet southerly from the north line of Lot 58 as measured at right angles thereto;

THENCE: S-88°-16'-07"-E and parallel with the north line of Lot 58 a distance of 86.49 feet to the southwest corner of Parcel V (A) as conveyed to Levin, Inc. by aforesaid Deed;

THENCE: N-02°-21'-56"-E, along the west line of Levin, Inc. a distance of 115.55 feet to a point on the southeast line of Millersport Highway;

THENCE: N-38°-57'-07"-E, along the southeast line of Millersport Highway a distance of 39.35 feet to the southwest corner of lands conveyed to Gerald Gradl Sr. by deed recorded in the Erie County Clerk's Office in Liber 10895 of Deeds at page 2922;

THENCE: S-88°-16'-07"-E and parallel with the north line Lot 58 and along the south line of Gerald Gradl Sr. lands by aforesaid Deed a distance of 333.21 feet to the

Attachment: Z-2021-08_Local Law-Draft-3325 & Portion of 3275 Millersport Highway-09-20-21 (RES-2022-308 : Local Law to Amend the Zoning

southeast corner of Gerald Gradl Sr. lands;

THENCE: N-01°-43'-53"-E, along the east line of Gerald Gradl Sr. lands a distance of 189.39 feet to a point;

THENCE: S-88°-16'-07"-E along a southerly line of Gerald Gradl Sr. lands and parallel with the north line Lot 58 a distance of 60.00 feet to a point;

THENCE: N-01°-43'-53'-E, along an east line of Gerald Gradl Sr. lands a distance of 10.00 feet to a point on the south line of North French Road as acquired by the New

York State Department of Transportation for highway purposes as shown on Map No. 284, Parcel No. 317 and conveyed by deed recorded in the Erie County Clerk's Office Liber 9138 of Deeds at page 299;

THENCE: S-88°-16'-07"-E, along the south line of North French Road by aforesaid Deed and the south line of lands acquired by the New York State Transportation Department for highway purposes as shown on Map No. 285, Parcel No. 318 and conveyed by deed recorded in the Erie County Clerk's Office Liber 9137 of Deeds at page 513 a distance of 516.80 feet to the southeast corner of Map No. 285, Parcel 318;

THENCE: N-01°-43'-53"-E, along the east line of Map No. 285, Parcel 318 as conveyed by aforesaid Deed a distance of 15.00 feet to a point on the south line of North French Road as acquired by the Erie County Department of Public Works Division of Highways for highway widening as shown on Parcel No. 42, Map SK 175-39R3 and conveyed by deed recorded in the Erie County Clerk's Office in Liber 6839 of Deeds at page 79

THENCE: Easterly along the south line of North French Road as acquired by the aforesaid Deed and by Parcel No. 43, Map SK 175-40R3 and conveyed by deed recorded in the Erie County Clerk's Office in Liber 6839 of Deeds at page 75, Parcel 2, the following five (5) courses and distances:

1.) S-88°-16'-07"-E, a distance of 66.64 feet;
2.) N-01°-43'-53"-E, a distance of 4.00 feet;
3.) S-88°-16'-07"-E, a distance of 54.00 feet;
4.) S-01°-43'-53"-W, a distance of 4.00 feet;
5.) S-88°-16'-07"-E, a distance of 93.98 feet to the POINT OR PLACE OF BEGINNING containing 15.016 acres be the same more or less.

LEGAL DESCRIPTION OF PORTION OF 3325 MILLERSPORT HIGHWAY TO BE REZONED FROM GB TO R-3:

Attachment: Z-2021-08_Local Law-Draft-3325 & Portion of 3275 Millersport Highway-09-20-21 (RES-2022-308 : Local Law to Amend the Zoning

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 58, Township 12, Range 7 of the Holland Land Survey, bounded and described as follows:

COMMENCING at the intersection of the east line of lands conveyed to Levin Inc. by deed recorded in Liber 10910 of Deeds at page 6663 Parcel V (B) with the south line of North French Road:

THENCE: S-01°-43'-53"-W along the east line of said Levin Inc. lands a distance of 530.54 feet to the POINT OF BEGINNING of the parcel hereinafter described;

THENCE: Continuing S-01°-43'-53"-W along the east line of said Levin Inc. lands a distance of 175.28 feet to the southeast corner thereof;

THENCE: S-88°-28'-24"-W along a southerly line of said Levin Inc. lands a distance of 407.21 feet to an east line of lands conveyed to Levin Inc. by deed recorded in Liber 11100 of Deeds at page 8342:

THENCE: N-00°-00'-33"-W along said east line of Levin Inc. lands a distance of 97.63 feet to a point;

THENCE: N-01°-36'-59"-E through said Levin Inc. lands a distance of 77.52 feet to a point;

THENCE: N-88°-28'-24"-E through said Levin Inc. lands a distance of 410.34 feet to the POINT OF BEGINNING containing 1.644 acres be the same more or less.

LEGAL DESCRIPTION OF PORTION OF 3275 MILLERSPORT HIGHWAY TO BE REZONED FROM R-3 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. 58, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

COMMENCING at the intersection of the southeast line of Millersport Highway with the south line of lands conveyed to Levin Inc. by deed recorded in Liber 10910 of Deeds at page 6663 Parcel V (D)

Attachment: Z-2021-08_Local Law-Draft-3325 & Portion of 3275 Millersport Highway-09-20-21 (RES-2022-308 : Local Law to Amend the Zoning

THENCE: S-88°-16'-07"-E, along the south line of aforesaid Deed a distance of 317.52 feet to the POINT OF BEGINNING;

THENCE: S-88°-16'-07"-E, along the south line of aforesaid Deed and the north line of lands conveyed to Levin Inc. by deed recorded in Liber 11100 of Deeds at page 8342, a distance of 294.77 feet to a point;

THENCE: Through said lands conveyed to Levin Inc. by Liber 11100 of Deeds at page 8342 the following two (2) courses and distances;

3) S-01°-43'-53"-W a distance of 146.13 feet to a point;
4) S-76°-03'-30"-W a distance of 244.33 feet to the west line of said lands conveyed by Liber 11100 of Deeds at page 8342;

THENCE: N-13°-56'-30"-W, along said west line of lands conveyed to Levin Inc. by Liber 11100 of Deeds at page 8342 a distance of 220.33 feet to the POINT OR PLACE OF BEGINNING containing 1.112 acres be the same more or less.

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Planning
Initiated by: **Daniel J. Ulatowski**
Co-Sponsored by:

DOC ID: 25509 **RESOLUTION 2022-309** **ROLL CALL VOTE (ADOPTED)**

Adoption of Local Law to Amend the Zoning Map (100 Maple Road, Z-2021-10)

March 28, 2022

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

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board does concur with the findings of the Planning Board as stated in their resolution of January 13, 2022 that the proposed Shallow Corridor - 3 District (SC-3) zoning at 100 Maple Road is consistent with the policies of the adopted Bicentennial Comprehensive Plan, and is compatible with the present zoning and conforming use of nearby property and with the character of the neighborhood, and be it further

RESOLVED, that the Town Board does find that the proposed Shallow Corridor - 3 District (SC-3) zoning at 100 Maple Road is consistent with the adopted Bicentennial Comprehensive Plan because the proposal provides multi-family residential within the targeted mixed-use area (Suburban Corridor) as established by Section 3.3.2 of the Bicentennial Comprehensive Plan and depicted by Figure 6-A of the Plan, and is consistent in character with the other commercial and multi-family uses in the vicinity, 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 General Business District (GB) to Shallow-Corridor-3 District (SC-3) subject to the following condition:

1. The project shall require Minor Site Plan review and approval for the revision to the site indicated on the plan submitted with the application dated September 2020.

3/28/2022
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved unanimously via Roll Call vote 5-0. A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Lavin and approved unanimously 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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Attachment: Z-2021-10_TB_Neg Dec_03142022 (RES-2022-309 : Local Law to Amend the Zoning Map - 100 Maple Road)

DRAFT
SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: Z-2021-10

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 3.9± acres of land from General Business District (GB) to Shallow Corridor 3 District (SC-3) to allow for the conversion of the existing extended-stay motel to multi-family (112 apartments).

Location: 100 Maple Road. Town of Amherst, Erie County, New York

Petitioner: Aria Buf Maple, LLC

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Short Environmental Assessment Form (EAF) - Part 1, a complete rezoning application, and a site plan, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed rezoning of 3.9± acres of land from General Business District (GB) to Shallow Corridor 3 District (SC-3) for a proposed conversion of an extended-stay motel to multifamily residential use 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 November 2, 2021 reviewed the application and EAF submitted on October 29, 2021 and had no objection or comments on the proposed rezoning.

2. The project will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources because the project does not include substantial new construction.

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 November 3, 2021 reviewed the application and EAF submitted on October 29, 2021 and has no objection or comments on the proposed rezoning.

4. The project is not located 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 General Business District (GB) to Shallow Corridor 3 District (SC-5). Neighboring uses are other multi-family developments, medical office buildings, and a vacant parcel. As such, the rezoning is compatible with the surrounding land uses.

6. The proposed rezoning to Shallow Corridor 3 District (SC-3) for a proposed mixed use development will not cause a major change in the use of either the quantity or type of energy.

7. The rezoning to Deep Corridor 5 District (DC-5) for the proposed 112 multi-family apartments will not create any hazard to human health.

Attachment: Z-2021-10_TB_Neg Dec_03142022 (RES-2022-309 : Local Law to Amend the Zoning Map - 100 Maple Road)

8. The rezoning to Shallow Corridor 3 District (SC-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 existing uses. The proposed conversion of the existing extended-stay motel to 112 multi-family apartments will be consistent with the scale of surrounding land uses.

9. The rezoning to Shallow Corridor 3 District (SC-3) for the proposed 112 multi-family apartments 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 November 3, 2021 indicates that significant negative traffic impacts are not expected to result from the proposed project.

11. Coordinated review of the project has been undertaken by Town Departments including Building on November 3, 2021, Engineering on November 2, 2021, Traffic/Safety Board on November 3, 2021, and Assessor on November 3, 2021 along with the outside agency Erie County Department of Environment and Planning on December 21, 2021. These reviews have not identified any significant environmental issues and indicate that the proposal will not have a significant damaging impact on the environment.

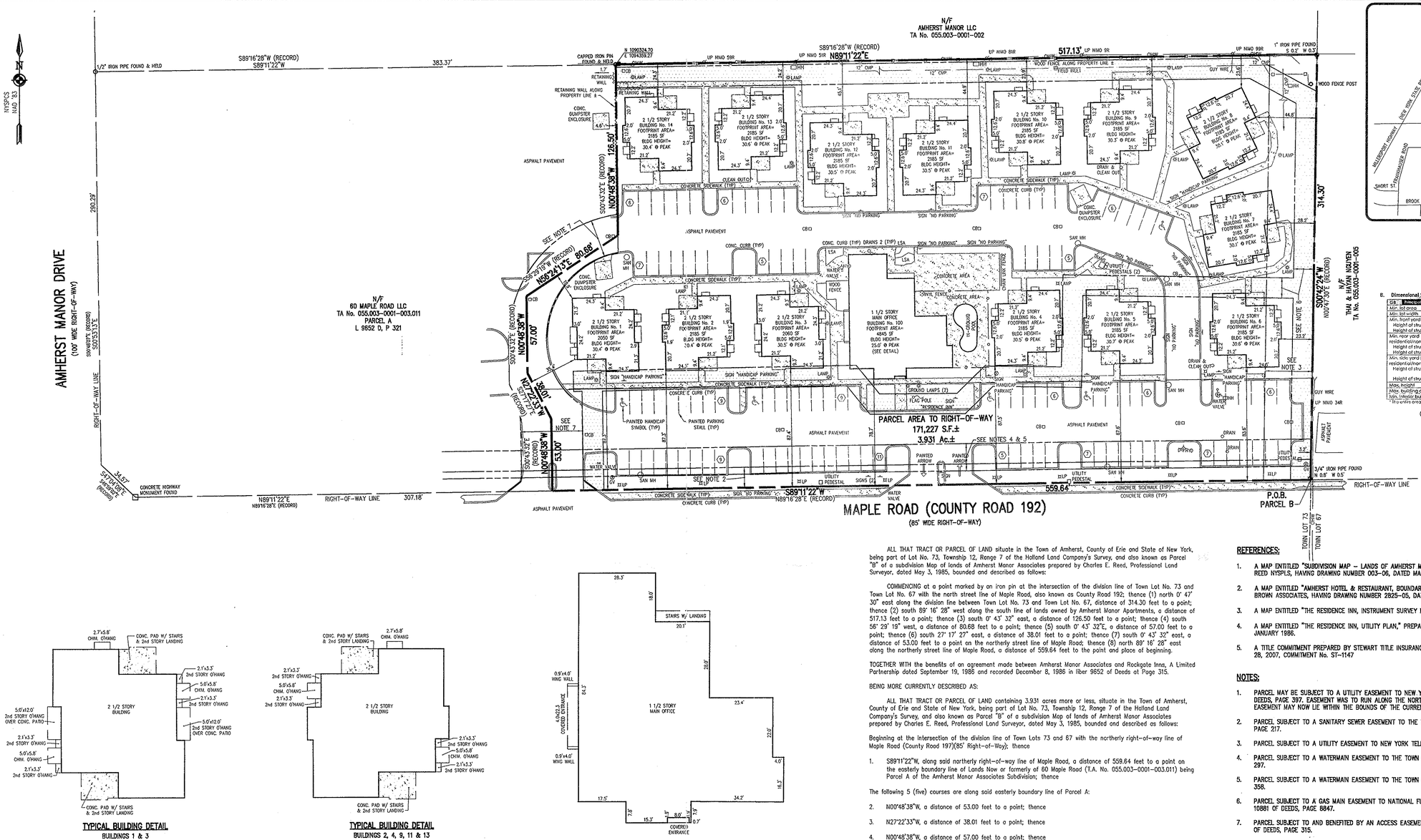
12. Issues not specifically mentioned above and/or those not specifically reviewed were not raised by Town departments, outside agencies or the public and are not determined to be causing significant negative environmental impacts.

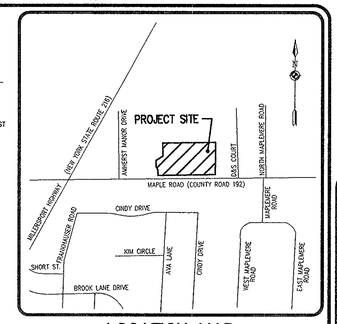
_____ _____
Signature & title of preparer date

_____ _____
Brian J. Kulpa, Supervisor date

BK/SM /ac
U:\gmp working docs\100 Maple\Z-2021-10_TB_Neg Dec_03142022.docx
cc:
Amherst Town Clerk
Amherst Building Department
ECDEP
Christopher Wood
Sean Hopkins

Attachment: Z-2021-10_TB_Neg Dec_03142022 (RES-2022-309 : Local Law to Amend the Zoning Map - 100 Maple Road)





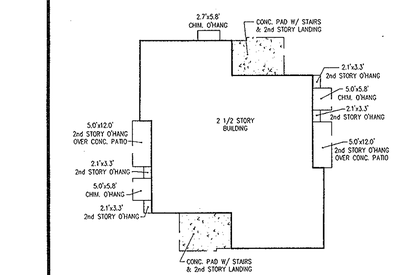
LOCATION MAP
NOT TO SCALE

B. Dimensional Standards

GB Principal & Accessory Bus/Structure Dimensional Standards		Vehicle Use Area
Min. lot area	None	
Min. lot width	None	
Min. front yard		
Height of structure up to 30 ft	60 ft	10 ft*
Height of structure 30 ft or more	75 ft	10 ft*
Min. rear yard (abutting residential/nonresidential)		
Height of structure up to 30 ft	See §215-48(B)/ 15 ft	15 ft* / 5 ft*
Height of structure 30 ft or more	See §215-48(B)/ 25 ft	15 ft* / 5 ft*
Min. side yard (abutting residential/nonresidential)		
Height of structure up to 30 ft	See §215-48(B)/ none or 10 ft if set back	15 ft* / 5 ft*
Height of structure 30 ft or more	See §215-48(B) / 25 ft	15 ft* / 5 ft*
Max. height	65 ft	
Max. building coverage	None	
Min. interior building separation	None required	

* Trees and shrubs must be landscaped.

CURRENT GB ZONING REQUIREMENTS



TYPICAL BUILDING DETAIL
BUILDINGS 1 & 3
SCALE: 1"=80'

TYPICAL BUILDING DETAIL
BUILDINGS 2, 4, 9, 11 & 13
(MIRRORED FOR BUILDINGS 5, 6, 7, 8, 10, 12, & 14)
SCALE: 1"=80'

BUILDING DETAIL
MAIN OFFICE
SCALE: 1"=80'

LEGEND

	BOUNDARY LINE
	SETBACK LINE
○	PROPERTY MARKER FOUND
□	CONCRETE HIGHWAY MONUMENT FOUND
●	WOOD FENCE POST FOUND
	EXISTING EASEMENT LINE
	ADJOINER LINE
XX	PARKING STALL COUNT
LSA	LANDSCAPE AREA
GV	GAS VALVE
OHW	UTILITY HAND HOLE
	OVERHEAD WIRES AND UTILITY POLE
	LIGHT POLE / PEDESTRIAN LAMP
CB	CATCH BASIN
	HYDRANT AND WATER VALVE

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)
1 inch = 40 ft.

"CERTIFICATIONS INDICATED HEREON SHALL RUN ONLY TO THE PERSON FOR WHOM THE SURVEY IS PREPARED, AND ON HIS BEHALF TO THE TITLE COMPANY, GOVERNMENTAL AGENCY AND LENDING INSTITUTION LISTED HEREON, AND TO THE ASSIGNEES OF THE LENDING INSTITUTION. CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS."

THIS MAP AND THE INFORMATION SHOWN HEREON IS NOT TO BE USED WITH AN "AFFIDAVIT OF NO CHANGE." BME ASSOCIATES ASSUMES NO LIABILITY TO THE PARTIES NOTED HEREON OR TO ANY FUTURE OWNER, TITLE COMPANY, GOVERNMENTAL AGENCY, ATTORNEY OR LENDING INSTITUTION IN THE EVENT THAT THIS MAP IS USED WITH AN "AFFIDAVIT OF NO CHANGE," OR SIMILAR INSTRUMENT.

COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYOR'S ORIGINAL INKED SEAL OR EMBOSSED SEAL SHALL NOT BE CONSIDERED TO BE A VALID TRUE COPY.

"UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY MAP IS A VIOLATION OF SECTION 7209, OF THE NEW YORK STATE EDUCATION LAW."

COPYRIGHT © 2008
BME Associates

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. 73, Township 12, Range 7 of the Holland Land Company's Survey, and also known as Parcel "B" of a subdivision Map of lands of Amherst Manor Associates prepared by Charles E. Reed, Professional Land Surveyor, dated May 3, 1985, bounded and described as follows:

COMMENCING at a point marked by an iron pin at the intersection of the division line of Town Lot No. 73 and Town Lot No. 67 with the north street line of Maple Road, also known as County Road 192; thence (1) north 0° 43' 30" east along the division line between Town Lot No. 73 and Town Lot No. 67, distance of 314.30 feet to a point; thence (2) south 89° 16' 28" west along the south line of lands owned by Amherst Manor Apartments, a distance of 517.13 feet to a point; thence (3) south 0° 43' 32" east, a distance of 126.50 feet to a point; thence (4) south 56° 29' 19" west, a distance of 80.68 feet to a point; thence (5) south 0° 43' 32"E, a distance of 57.00 feet to a point; thence (6) south 27° 17' 27" east, a distance of 38.01 feet to a point; thence (7) south 0° 43' 32" east, a distance of 53.00 feet to a point on the northerly street line of Maple Road; thence (8) north 89° 16' 28" east along the northerly street line of Maple Road, a distance of 559.64 feet to the point and place of beginning.

TOGETHER WITH the benefits of an agreement made between Amherst Manor Associates and Rockgate Inns, A Limited Partnership dated September 19, 1986 and recorded December 8, 1986 in liber 9652 of Deeds at Page 315.

BEING MORE CURRENTLY DESCRIBED AS:

ALL THAT TRACT OR PARCEL OF LAND containing 3.931 acres more or less, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 73, Township 12, Range 7 of the Holland Land Company's Survey, and also known as Parcel "B" of a subdivision Map of lands of Amherst Manor Associates prepared by Charles E. Reed, Professional Land Surveyor, dated May 3, 1985, bounded and described as follows:

Beginning at the intersection of the division line of Town Lots 73 and 67 with the northerly right-of-way line of Maple Road (County Road 197)(85' Right-of-Way); thence

1. S89°11'22"W, along said northerly right-of-way line of Maple Road, a distance of 559.64 feet to a point on the easterly boundary line of Lands Now or formerly of 60 Maple Road (T.A. No. 055.003-0001-003.011) being Parcel A of the Amherst Manor Associates Subdivision; thence

The following 5 (five) courses are along said easterly boundary line of Parcel A:

2. N00°48'38"W, a distance of 53.00 feet to a point; thence
3. N27°22'33"W, a distance of 38.01 feet to a point; thence
4. N00°48'38"W, a distance of 57.00 feet to a point; thence
5. N56°24'13"E, a distance of 80.68 feet to a point; thence
6. N00°48'38"W, a distance of 126.50 feet to a point on the southerly boundary line of lands now or formerly of Amherst Manor LLC (T.A. No. 005.003-0001-002); thence
7. N89°11'22"E, along said southerly boundary line of Amherst Manor LLC, a distance of 517.13 feet to a point on the westerly boundary line of lands now or formerly of Thai & Hayan Nguyen (TA No. 055.003-0001-005); thence
8. S00°42'22"W, along said westerly boundary of Nguyen, a distance of 314.30 feet to the Point of Beginning.

TOGETHER WITH the benifits of an Agreement made between Amherst Manor Associates and Rockgate Inns, A Limited Partnership dateds September 19, 1986 and recorded December 8, 1986 in Liber 9652 of Deeds at Page 315.

TO: ROCKGATE INNS, A LIMITED PARTNERSHIP, A KANSAS LIMITED PARTNERSHIP; U.S. BANK, NATIONAL ASSOCIATION; WELLS FARGO BANK, N.A., ITS SUCCESSORS AND/OR ASSIGNS AND MONROE TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005, AND INCLUDES ITEMS 2, 3, 4, 6, 7(a), 7(b)(1), 7(B)(2), 7(c), 8, 9, 10, 11(a) AND 13 OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF NEW YORK, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

BY: DAVID N. ZACHARIAS NYSPLS 49940 DATE: 7/8/08

REFERENCES:

1. A MAP ENTITLED "SUBDIVISION MAP – LANDS OF AMHERST MANOR ASSOCIATES," PREPARED BY CHARLES E. REED NYSPLS, HAVING DRAWING NUMBER 003-06, DATED MAY 3, 1985.
2. A MAP ENTITLED "AMHERST HOTEL & RESTAURANT, BOUNDARY AND TOPOGRAPHY MAP," PREPARED BY SEAR BROWN ASSOCIATES, HAVING DRAWING NUMBER 2825-05, DATED APRIL 1984.
3. A MAP ENTITLED "THE RESIDENCE INN, INSTRUMENT SURVEY MAP," PREPARED BY CORNWALL CONSULTANTS, P.C.
4. A MAP ENTITLED "THE RESIDENCE INN, UTILITY PLAN," PREPARED BY CORNWALL CONSULTANTS, P.C., DATED JANUARY 1986.
5. A TITLE COMMITMENT PREPARED BY STEWART TITLE INSURANCE COMPANY, HAVING EFFECTIVE DATE NOVEMBER 28, 2007, COMMITMENT No. ST-1147

NOTES:

1. PARCEL MAY BE SUBJECT TO A UTILITY EASEMENT TO NEW YORK TELEPHONE COMPANY PER LIBER 6596 OF DEEDS, PAGE 397. EASEMENT WAS TO RUN ALONG THE NORTH RIGHT-OF-WAY LINE OF MAPLE ROAD, IN 1960. EASEMENT MAY NOW LIE WITHIN THE BOUNDS OF THE CURRENT MAPLE ROAD RIGHT-OF-WAY.
2. PARCEL SUBJECT TO A SANITARY SEWER EASEMENT TO THE TOWN OF AMHERST PER LIBER 6852 OF DEEDS, PAGE 217.
3. PARCEL SUBJECT TO A UTILITY EASEMENT TO NEW YORK TELEPHONE PER LIBER 7598 OF DEEDS, PAGE 421.
4. PARCEL SUBJECT TO A WATERMAIN EASEMENT TO THE TOWN OF AMHERST PER LIBER 9449 OF DEEDS, PAGE 297.
5. PARCEL SUBJECT TO A WATERMAIN EASEMENT TO THE TOWN OF AMHERST PER LIBER 9466 OF DEEDS, PAGE 358.
6. PARCEL SUBJECT TO A GAS MAIN EASEMENT TO NATIONAL FUEL GAS DISTRIBUTION CORPORATION PER LIBER 10881 OF DEEDS, PAGE 8847.
7. PARCEL SUBJECT TO AND BENEFITED BY AN ACCESS EASEMENT AGREEMENT, AS SET FORTH IN LIBER 9652 OF DEEDS, PAGE 315.
8. PARCEL IS NOT WITHIN A 100 YEAR FLOOD PLAIN PER THE FLOOD INSURANCE RATE MAP FOR THE TOWN OF AMHERST, NEW YORK, ERIE COUNTY, HAVING COMMUNITY-PANEL NUMBER 360226 0008E, LAST REVISED OCTOBER 12, 1992.
9. SETBACK REQUIREMENTS AT PROJECT APPROVAL PER REFERENCE No. 4
   FRONT (MAPLE ROAD): 75 FEET
   SIDE: 25 FEET
   REAR: 25 FEET

   CURRENT ZONING IS GB WITH DIMENSIONAL STANDARDS AS SHOWN ON THE TABLE ABOVE.
10. THE BEARING BASE AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE NEW YORK STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, WESTERN ZONE THROUGH GPS OBSERVATIONS AND CONTROL TIES TO THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION REFERENCE STATION "LOCKPORT NYLP" UTILIZING THE NAD '83 DATUM. BEARINGS SHOWN HEREON ARE GRID. DISTANCES SHOWN HEREON ARE GROUND.

    THE RECORD BEARINGS WERE REFERENCED TO THE NYSDOT BASELINE AS NOTED ON THE PLAN IN REFERENCE 2.

Drawing Alteration
The following is an excerpt from the New York State Education Law Article 145 Section 7209 and applies to this drawing:
"It is a violation of this law for any person, unless he is acting under the direction of a licensed professional engineer or land surveyor to alter any item in any way. If an item bearing the seal of an engineer or land surveyor is altered, the altering engineer or land surveyor shall affix to the item his seal and the notation "altered by" followed by his signature and the date of such alteration, and a specific description of the alteration."

	DATE	BY	REVISIONS
7			
6			
5	7/8/08	KAW	REVISED PER FIELD EDIT AND ADDED CERTIFICATION
4	1/14/08	KAW	REVISED PER COMMENTS
3	1/11/08	KAW	REVISED PER REVIEW OF TITLE COMMITMENT
2	1/08/08	DNZ	REVISED PER REVIEW FOR ISSUE
1	DATE	BY	REVISIONS

BME ASSOCIATES
ENGINEERS SURVEYORS PLANNERS
LANDSCAPE ARCHITECTS
10 LIFT BRIDGE LANE EAST
FAIRPORT, NEW YORK 14450
585-377-7360
FAX 585-377-7309

PROJECT: RESIDENCE INN – AMHERST
LOCATION: 100 MAPLE ROAD, AMHERST, ERIE COUNTY, NY
CLIENT: GATES, BILES, SHIELDS & RYAN, P.A. 10851 MASTIN BLVD., SUITE 800 OVERLAND PARK, KANSAS, 66210
DRAWING TITLE: ALTA/ACSM LAND TITLE SURVEY OF PARCEL B

HOLLAND LAND COMPANY'S SURVEY, TOWN LOT NO. 73, TOWNSHIP 12, RANGE 7, T.A. NO. 055.003-0001-003.1200

PROJECT MANAGER	DATE
DN ZACHARIAS	
PROJECT SURVEYOR	DATE
DN ZACHARIAS	
DRAWN BY	DATE
KA WOODS	
SCALE	DATE ISSUED
1"=40'	JANUARY, 2008
PROJECT NO.	
8904	
DRAWING NO.	
481	

Attachment: Survey-ALTA-ACSM-Date-January 2008 (RES-2008 (RES-2022-309 : Local Law to Amend the Zoning Map - 100 Maple Road)

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 100 MAPLE ROAD GB TO SC-3 AND TO AMEND THE ZONING MAP ACCORDINGLY.

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

Section 1. Title.

This Local Law shall be referred to as, “A Local Law Amending Chapter 203 of Town of Amherst Code, Known As The Zoning Ordinance, to Rezone 100 Maple Road from GB to SC-3 and to Amend The Zoning Map Accordingly”.

Section 2. Legislative Findings and Intent.

The Town Board of the Town of Amherst finds that an application to rezone 100 Maple Road from GB to SC-3 and to Amend the Zoning Map Accordingly has been filed and is in proper order. The Town Board further finds that the request including the rezoning is consistent with the Comprehensive Plan.

Section 3. Amherst Zoning Map.

The Town Board hereby amends its zoning map which is incorporated by reference in the Town zoning code by amending from GB to SC-3, the zoning of 100 Maple Road, **subject to any conditions imposed by the authorizing resolution**; legally described as follows:

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF AMHERST, COUNTY OF ERIE AND STATE OF NEW YORK, BE PART OF TOWN LOT NO. 73, TOWNSHIP 12, RANGE 7 OF THE HOLLAND LAND COMPANY'S SURVEY AND ALSO KNOWN AS PARCEL "B" OF A SUBDIVISION MAP OF THE LANDS OF AMHERST MANOR ASSOCIATES PREPARED BY CHARLES E. REED, PROFESSIONAL LAND SURVEYOR, DATED MAY 3, 1985, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKED BY AN IRON PIN AT THE INTERSECTION OF THE DIVISION UNE OF TOWN LOT NO. 73 AND TOWN LOT NO. 67 WITH THE NORTH STREET LINE OF MAPLE ROAD, ALSO KNOWN AS COUNTY ROAD 192;

THENCE (1) NORTH 0° 47' 30" EAST ALONG THE DIVISION LINE BETWEEN TOWN LOT NO. 73 AND TOWN LOT NO. 67, A DISTANCE OF 314.30 FEET TO A POINT;

Attachment: Local Law-Rezoning of 100 Maple Road-10-22-21 (RES-2022-309 : Local Law to Amend the Zoning Map - 100 Maple Road)

THENCE (2) SOUTH 89° 16' 28" WEST ALONG THE SOUTH LINE OF LANDS NOW OR FORMERLY OWNED BY AMHERST MANOR APARTMENTS, A DISTANCE OF 517.13 FEET TO A POINT;

THENCE (3) SOUTH 0° 43' 32" EAST, A DISTANCE OF 126.50 FEET TO A POINT;

THENCE (4) SOUTH 56° 29' 19" WEST, A DISTANCE OF 80.68 FEET TO A POINT;

THENCE (5) SOUTH 0° 43' 32" EAST, A DISTANCE OF 57.00 FEET TO A POINT;

THENCE (6) SOUTH 27° 17' 27" EAST, A DISTANCE OF 38.01 FEET TO A POINT;

THENCE (7) SOUTH 0° 43' 32" EAST, A DISTANCE OF 53.00 FEET TO A POINT ON THE NORTHERLY STREET LINE OF MAPLE ROAD;

THENCE (8) NORTH 89° 16' 28" EAST ALONG THE NORTHERLY STREET LINE OF MAPLE ROAD, A DISTANCE OF 559.64 FEET TO THE POINT AND PLACE OF BEGINNING.

TOGETHER WITH THE BENEFITS OF AN AGREEMENT MADE BETWEEN AMHERST MANOR ASSOCIATES AND ROCKGATE INNS, A LIMITED PARTNERSHIP DATED SEPTEMBER 19, 1986 AND RECORDED DECEMBER 8, 1986 IN UBER 9652 OF DEEDS AT PAGE 315.

BEING MORE CURRENTLY DESCRIBED AS:

ALL THAT TRACT OR PARCEL OF LAND CONTAINING 3.931 ACRES, MORE OR LESS, SITUATE IN THE TOWN OF AMHERST, COUNTY OF ERIE AND STATE OF NEW YORK, BEING PART OF LOT NO. 73, TOWNSHIP 12, RANGE 7 OF THE HOLLAND LAND COMPANY'S SURVEY AND ALSO KNOWN AS PARCEL "B" OF A SUBDIVISION MAP OF THE LANDS OF AMHERST MANOR ASSOCIATES PREPARED BY CHARLES E. REED, PROFESSIONAL LAND SURVEYOR, DATED MAY 3, 1985, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE DIVISION LINE OF TOWN LOTS 73 AND 67 WITH THE NORTHERLY RIGHT-OF-WAY LINE OF MAPLE ROAD (COUNTRY ROAD 197) (85 FOOT RIGHT-OF-WAY); THENCE

l. SOUTH 89° 11' 22" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF MAPLE ROAD, A DISTANCE OF 559.64 FEET TO A POINT ON THE EASTERLY BOUNDARY UNE OF LANDS NOW OR FORMERLY OF 60 MAPLE ROAD LLC (T.A. NO. 0SS.003-0001-003.011), BEING PARCEL A OF THE AMHERST MANOR ASSOCIATES SUBDIVISION; THENCE

Attachment: Local Law-Rezoning of 100 Maple Road-10-22-21 (RES-2022-309 : Local Law to Amend the Zoning Map - 100 Maple Road)

THE FOLLOWING 5 COURSES ARE ALONG SAID EASTERLY BOUNDARY LINE OF PARCEL A:

2. NORTH 00° 48' 38" WEST, A DISTANCE OF 53.00 FEET TO A POINT; THENCE

3. NORTH 27° 22' 33" WEST, A DISTANCE OF 38.01 FEET TO A POINT; THENCE

4. NORTH 00° 48' 38" WEST, A DISTANCE OF57.00 FEET TO A POINT; THENCE

5. NORTH 56° 24' 13" EAST, A DISTANCE OF 80.68 FEET TO A POINT; THENCE

6. NORTH 00° 48' 3811 WEST, A DISTANCE OF 126.50 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF LANDS NOW OR FORMERLY OF AMHERST MANOR LLC (T.A. NO. 005.003-0001- 002); THENCE

7. NORTH 89° 11' 22" EAST, ALONG SAID SOUTHERLY BOUNDARY LINE OF AMHERST MANOR LLC, A DISTANCE OF 517.13 FEET TO A POINTON THE WESTERLY BOUNDARY LINE OF LANDS NOW OR FORMERLY OF THAI AND HAYAN NGUYEN (T.A. NO. 055.003-0001-005); THENCE

8. SOUTH 00° 42' 22" WEST, ALONG SAID WESTERLY BOUNDARY OF NGUYEN, A DISTANCE OF 314.30 FEET TO THE POINT OF BEGINNING.

Section 4. Validity.

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

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

Section 5. Effective Date.

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

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

Attachment: Local Law-Rezoning of 100 Maple Road-10-22-21 (RES-2022-309 : Local Law to Amend the Zoning Map - 100 Maple Road)

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Councilmembers
Initiated by: **Deborah Bruch Bucki**
Co-Sponsored by:

DOC ID: 25594 **RESOLUTION 2022-310** **ADOPTED**

Historic Preservation Grant Application

WHEREAS, the Town of Amherst became a Certified Local Government (CLG) for Historic Preservation on October 3, 1994; and

WHEREAS, the New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP) offers grants to CLG's for various Historic Preservation projects; and

WHEREAS, consistent with its mission, the Town of Amherst Historic Preservation Commission desires to hold a joint public educational program in the summer of 2022, together with the Buffalo Niagara Heritage Village and Preservation Buffalo Niagara; and

WHEREAS, the specific purpose of the grant request is to secure funding for community and Commission training, educational outreach, and cultural resource survey work.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board authorizes the Amherst Historic Preservation Commission to prepare a grant application to the New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP) CLG Program no later than April 1, 2022, to request funding for the purposes as described above; and

BE IT FURTHER RESOLVED that the Amherst Town Supervisor is authorized to submit the FY2022 Grant application for an amount not to exceed ($30,000) to the New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP) and to execute a Project agreement with the State if the grant is awarded; and

BE IT FURTHER RESOLVED that if the grant application is approved, the recommended match of up to 50% of the project cost, not to exceed fifteen thousand dollars ($15000.00) will be provided through Town time, donated services and/or volunteer labor.

3/28/2022
Consent

FINANCIAL IMPACT:

Total Town match not to exceed $15000.00 (50% of the grant amount) to consist of Town Staff time, donated services and/or volunteer labor.

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: 03/28/22 07:00 PM
Department: Councilmembers
Initiated by: **Shawn Lavin**
Co-Sponsored by:

DOC ID: 25571 **RESOLUTION 2022-311** **ADOPTED**

Board of Ethics Reappointment

WHEREAS, the Amherst Board of Ethics, also known as Board of Ethics, seeks to foster an environment where Town officers, Town employees, Town agencies and citizens work together in good faith, with integrity and honesty; and

WHEREAS, the Board of Ethics has a roster maximum of five (5) members, which currently has one vacancy; and

WHEREAS, Lisa Kistner has expressed interest in continuing as a member of the Board of Ethics.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board re-appoints Lisa Kistner to the Amherst Board of Ethics for a term to conclude December 31, 2026.

3/28/2022
Consent

FINANCIAL IMPACT:

None for Board/Committee appointment.

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: 03/28/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25546 **RESOLUTION 2022-264** **ADOPTED**

Local Law Repealing Chapter 15 - Employee Position Vacancy Control Plan

Public Hearing with respect to a Local Law repealing Chapter 15 - Employee Position Vacancy Control Plan.

3/14/2022
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 4-0. The public hearing was opened at 7:18 PM.

Stan Sliwa, Town Attorney, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the March 28th Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 4-0. The public hearing was closed at 7:23 PM.

3/28/2022
Consent

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

LOCAL LAW NO.___ -2022

TOWN OF AMHERST

COUNTY OF ERIE, STATE OF NEW YORK

A Local Law Repealing Chapter 15 of the Code of the Town of Amherst, Employee Position Vacancy Control Plan

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 Repealing Chapter 15 of The Code Of The Town of Amherst, Employee Position Vacancy Control Plan."

Section 2. Purpose

The purpose of this Local Law shall be to repeal Chapter 15 of The Code Of The Town of Amherst, Employee Position Vacancy Control Plan.

Section 3.

Chapter 15 of the Code of the Town of Amherst, Employee Position Vacancy Control Plan, adopted by the Town Board of the Town of Amherst 8-4-2003 by L.L. No. 9-2003 and amended 12-11-2017 by L.L. No. 25-2017, is hereby repealed in its entirety.

Section 4.

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: LL - repeal ch. 15 (RES-2022-264 : Local Law Repealing Chapter 15 - Employee Position Vacancy Control Plan)

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Town Attorney
Initiated by: **Ann Demopoulos**
Co-Sponsored by:

DOC ID: 25566 B **RESOLUTION 2022-312** **ADOPTED**

Abandonment of 160 Campus Drive

AGENDA ITEM - MARCH 28, 2022

TO: **Town Board**

FROM: **Ann Demopoulos, Esq. Deputy Town Attorney**

DATE: **March 21, 2022**

RE: **Abandonment of 160 Campus Drive**

Kindly adopt a resolution authorizing the Town Attorney's Office to begin abandonment proceedings related to the property located at 160 Campus Drive and authorizing the Supervisor to execute any and all documents relative to the action.

Thank you.

AD:lcg
c: Timothy Koller, Deputy Town Clerk (**Agenda Item : March 28, 2022)**
Mark S. Berke, PE, Commissioner of Building
Laurie Stillwell, Associate Planner, Community Development

3/28/2022
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: 03/28/22 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 25587 **RESOLUTION 2022-313** **ADOPTED**

Engagement Letter - Harris Beach PLLC (CRS #3214)

AGENDA ITEM : MARCH 28TH, 2022

TO: **Town Board**

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

DATE: **March 23, 2022**

RE: **Engagement Letter - Harris Beach, PLLC (CRS# 3214)**

Kindly adopt a resolution authorizing the Supervisor to execute the attached Engagement Letter with Harris Beach specific to legal services rendered relative to BENLIC property acquisitions pending successful completion of the CRS.

Thank you.

SJS:NMS:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment*, **Agenda Item - March 28, 2022**)
Laurie Stillwell, Associate Planner, Community Development (*w/attachment*)

3/28/2022
Consent

FINANCIAL IMPACT:

$255/hr. blended rate for all attorneys; Up to 10 hrs. - blended rate of $175/hr.; 10+ hrs. - blended rate of $200; 20 hrs. + - blended rate of $255/hr. (N20-39.4000)

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

HARRIS BEACH PLLC
ATTORNEYS AT LAW

726 EXCHANGE STREET, SUITE 1000
BUFFALO, NY 14210
(716) 200-5050

ROBERT G. MURRAY

DIRECT: (716) 200-5180
FAX: (716) 200-5224
BMURRAY@HARRISBEACH.COM

March 15, 2022

Town of Amherst
Attn: Stanley J. Sliwa, Esq., Town Attorney
Amherst Municipal Building
5583 Main Street
Williamsville, New York 14221

RE: Engagement Letter for Legal Services Between Harris Beach PLLC and Town of Amherst

Dear Mr. Sliwa:

This letter summarizes the proposed terms of Harris Beach PLLC's (the "Firm") representation of the Town of Amherst ("Client"); including the scope of services the Firm will provide Client pursuant to this engagement and the agreed-upon fee and billing arrangements. Unless otherwise set forth herein, the Firm's representation will be limited to Client only, and does not extend to any separate or differing interests of Client's officers, directors, owners, subsidiaries, affiliates, agents, employees, or family members, or to any other potentially-interested or related parties (individually "Affiliate," and collectively, "Affiliates").

Scope of Engagement. The Firm agrees to provide legal counsel to Client with regard to the following (the "Matter"): Pertaining to acquisition of various properties from Buffalo Erie Niagara Land Improvement Corporation. The Firm will represent Client to the best of its ability, but does not guarantee any particular result.

If Client desires legal counsel on an issue outside the scope of the Matter, the Firm may agree to provide such counsel, but only after executing a separate agreement with Client (which may be communicated by e-mail). Unless expressly included in the foregoing description of the Matter, the Matter does not include any appeals that may arise from the Matter. Please also note that the Firm does not engage in lobbying activities on behalf of any client.

Client agrees that the Firm may disclose the fact of its representation of Client, including in materials that the Firm uses to describe its practices and expertise.

Firm Personnel; Principal Contact. Robert G. Murray and Melanie Marotto will be responsible for the supervision of the Matter, but Client is engaging the Firm as a whole and not any individual attorney. Mr. Murray can be reached at: (phone) 716-200-5180; (cell) 716-208-8328; (email) bmurray@harrisbeach.com and Ms. Marotto can be reached at: (phone) 716-200-5230; (cell) 716-863-4321; (email) mmarotto@harrisbeach.com. As necessary or appropriate, the Firm will draw upon the talents and experience of other Firm attorneys, professionals, and staff in providing services relating to the Matter.

Attachment: Harris Beach Engagement Letter.BENLIC (RES-2022-313 : Engagement Letter - Harris Beach PLLC (CRS #3214))

Fee Arrangement. The Firm's fee is based on the time spent by the attorneys and legal assistants who work on the Matter. Matters will be billed at a discounted blended rate of $255.00 per hour for all attorneys. The first ten hours of any engagement will be billed at a blended rate of $175.00 per hour. The second ten hours of any engagement will be billed at a blended rate of $200.00 per hour. After the first twenty hours of any engagement, the matter will be billed at the standard blended rate of $255.00 per hour.

We will, at Client's request, provide fee estimates. However, such estimates are provided only for Client's information; they are not guarantees and are not binding on the Firm. Actual costs might be higher or lower than the estimated amount depending on a host of factors, including, for example, number and types of motions filed; whether proceedings such as trials, hearings, or closings are delayed or postponed; scope and extent of discovery; and the amount of assistance Client is able to provide the Firm in areas such as collection of information, documents, and electronically stored information, the location of witnesses, etc. In the event a dispute arises between Client and the Firm regarding fees, Client may have the right to arbitrate that dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to Client upon request.

Other Charges. In addition to the Firm's fees for rendering professional services, Client shall be responsible for, and Firm invoices will include, separate charges for performing services such as photocopying, scanning, delivery charges, long distance telephone calls, facsimile transmissions, specialized computer applications, and other expenses and services incurred incidentally to the performance of the Firm's legal services. Client shall also be responsible for payment of any expenses and disbursements incurred by the Firm on Client's behalf (*i.e.*, transcription fees, filing fees, expert witness fees, etc.), which will be billed to Client with the Firm's invoice. Based on the nature of the expense, the Firm may also request that Client pay or advance the fee directly to the person/entity requesting/charging the same. The Firm shall promptly notify Client of any significant expense that is incurred in connection with the Matter.

Should Client ever issue a litigation hold to the Firm for a matter unrelated to the Firm (*e.g.*, due to a subpoena or litigation/threatened litigation in which the Firm is not a party or potential party), Client shall reimburse the Firm for its reasonable costs expended in complying with such litigation hold.

Billing Cycle and Retainer. The Firm generally requires its clients to deposit a retainer for legal services against which the Firm bills and collects fees and disbursements. The Firm has waived the requirement for an initial retainer with respect to this Matter, but reserves the right to require one if deemed appropriate in the future. Fees for legal services and other charges are billed monthly and are payable within 30 days of Client's receipt of the Firm's invoice.

Should Client's account remain unpaid after 30 days, a late-payment fee of 0.75% per month, or 9.00% per annum, will be added to the amount due. If Client's account becomes delinquent by more than 90 days, the Firm will contact Client about making arrangements to bring the account current. It is our hope that, by addressing payment issues promptly, we can avoid any misunderstanding. However, as a condition to the Firm's continued representation of Client, Client must remain current in Client's payments to the Firm for services and expenses. Should a

Attachment: Harris Beach Engagement Letter.BENLIC (RES-2022-313 : Engagement Letter - Harris Beach PLLC (CRS #3214))

delinquency continue and satisfactory payment terms not be arranged, the Firm reserves the right to withdraw from its representation of Client and pursue collection of the amount owed. In such an event, Client shall be responsible for the cost of collecting the debt, including court costs, filing fees, and reasonable attorneys' fees incurred by the Firm for the collection.

If Client ever overpays an invoice, Client agrees that the Firm may apply such overpayment to any outstanding fees and expenses or to Client's next bill, with notice to Client as to how the Firm applied the overpayment. If there are no outstanding fees or expenses and no work in progress, the Firm shall refund the overpayment to Client.

Termination of Engagement. Either party may terminate the engagement described herein at any time for any reason by providing the other party written notice, subject, on the Firm's part, to the rules of professional conduct. No such termination, however, will relieve Client of the obligation to pay the legal fees owed to the Firm for services performed and other charges owed to the Firm through the date of termination. After the Firm's completion of legal services to Client, changes may occur in applicable laws or regulations that could have an impact upon Client's future rights and liabilities. Unless Client engages the Firm after completion of the Matter to provide additional advice on issues relating specifically to the Matter, the Firm has no continuing obligation to advise Client with respect to future legal developments, whether relating to the Matter or otherwise.

Conclusion of Representation; Disposition of Client Documents. Unless previously terminated, the Firm's representation of Client with respect to the Matter will conclude when the Firm sends Client the last invoice for services rendered in the Matter. Following such conclusion, any otherwise nonpublic information Client has supplied to the Firm that is retained by the Firm will be kept confidential in accordance with applicable rules of professional conduct. At Client's request, the Firm will return Client's papers and property promptly after receipt of payment for any outstanding fees and costs. If Client does not make such a request within 90 days following the conclusion of the engagement set forth herein, Client agrees and understands that any materials left with the Firm after the engagement ends may be retained or destroyed at the Firm's discretion.

Please note that "materials" include paper files and information in other storage media, including, but not limited to, voicemail, e-mail, and other electronic files, printer files, copier files, video files, and other formats. The Firm reserves the right to make, at its expense, copies of all documents generated or received by the Firm in the course of its representation. The Firm will retain its files pertaining to the Matter. These Firm files include, for example, Firm administrative records; internal lawyers' work product, such as drafts, notes, and internal memoranda; and legal and factual research, including memos and investigative reports prepared by or for the internal use of lawyers. The Firm will retain all remaining documents for a certain period of time, but reserves the right for various reasons, including the minimization of unnecessary storage expenses, to destroy or otherwise dispose of them within a reasonable time after the conclusion of the engagement set forth herein.

Client Cooperation. Client agrees to cooperate fully with the Firm and to provide promptly all information known or available to Client relevant to the Firm's representation of Client, as well as any updates or changes to Client's contact information. Such cooperation is essential, as the Firm will, of necessity, be relying on the completeness and accuracy of the information Client provides

Attachment: Harris Beach Engagement Letter.BENLIC (RES-2022-313 : Engagement Letter - Harris Beach PLLC (CRS #3214))

to the Firm when performing services on Client's behalf. Should Client not fully cooperate with the Firm, both the efficiency and economy of the Firm's representation of Client may suffer.

Communication with Client. Unless Client directs otherwise, the Firm will use unencrypted e-mail as the primary means of communication with Client, and Client shall inform the Firm of which e-mail address(es) the Firm should use for such communication. The Firm may also use cellular telephones (including smart phones) and facsimile machines to communicate with Client. Texting is not a preferred method of communication, but may be used on a limited basis to communicate non-sensitive information to Client. The Firm will take reasonable steps to protect the confidentiality of Firm-Client communications, but, unless applicable law provides otherwise, the Firm will not be responsible for disclosures of Client's confidential information occurring from the use of such communication technologies. Client agrees to notify the Firm if Client has any requests or requirements regarding the Firm's methods of communication with Client that differ from the foregoing.

Possible Conflicts. Conflicts of interest will be handled as required by applicable rules of professional conduct. Unless otherwise agreed, for the purpose of determining whether a conflict of interest exists, it is only Client that the Firm represents, and not any of its Affiliates. Client agrees not to give the Firm any confidential information regarding any Affiliate unless: (a) that Affiliate has separately engaged the Firm to perform services on that Affiliate's behalf; or (b) such information is essential to the engagement set forth herein. While the Firm recognizes that to act adversely to any Affiliate could jeopardize a long-term relationship with Client, which the Firm does not wish to do, for conflict of interest purposes the Firm reserves the right to represent another client with interests adverse to any Affiliate that is not itself a Firm client without obtaining any consent from Client or Client's Affiliates.

The Firm maintains a Risk Management Committee that acts as in-house counsel to its attorneys and will, on occasion, retain outside counsel when an attorney handling a client matter may have a concern on a matter of professional responsibility. To the extent the Firm is

addressing its duties, obligations, or responsibilities to Client in those consultations, it is possible that a conflict of interest might be deemed to exist as between Firm lawyers or the Firm and Client. Client agrees that these consultations are protected from disclosure by the Firm's attorney-client privilege and that Client will not seek to discover or inquire into them. Of course, nothing in the foregoing shall diminish or otherwise affect the Firm's obligation to keep Client informed of material developments in the Firm's representation of Client, including any conclusions arising out of such consultations to the extent that they affect Client's interests.

Please contact me directly with any questions regarding this engagement letter. Otherwise, if this proposal is acceptable, please so indicate by returning a countersigned copy of this engagement letter. Consistent with its policy, the Firm reserves the right to delay commencement of work on this Matter until Client has signed and returned this engagement letter to us.

Attachment: Harris Beach Engagement Letter.BENLIC (RES-2022-313 : Engagement Letter - Harris Beach PLLC (CRS #3214))

HARRIS BEACH PLLC
ATTORNEYS AT LAW

We appreciate the opportunity to represent, and look forward to working with, the Town of Amherst in this Matter.

Very truly yours

Robert G. Murray

RGM/kd

Agreed and Accepted
this _____ day of March, 2022

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

By: _____
Stanley Sliwa, Town Attorney

Attachment: Harris Beach Engagement Letter.BENLIC (RES-2022-313 : Engagement Letter - Harris Beach PLLC (CRS #3214))

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 25567 B **RESOLUTION 2022-314** **ADOPTED**

Settlement of Article 7 Matter - Key Bank AKA 3920 Main St

AGENDA ITEM : MARCH 28, 2022

TO: **Town Board**

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

DATE: **March 22, 2022**

RE: **Settlement of Article 7 Matter**
Key Bank AKA 3920 Main Street

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.

Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : March 28, 2022**)
Emily Murphy, Town Assessor

3/28/2022
Consent

FINANCIAL IMPACT:

Assessment,

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

At a Special Term of the Supreme Court, Erie County, held at 25 Delaware Avenue, Buffalo, New York, on the _____ day of _____, 2022.

PRESENT: HON. EMILIO COLAIACOVO, 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

KEY BANK AKA 3920 MAIN

Petitioner,

v.

CONSENT ORDER

TOWN OF AMHERST

Index No.: 7730/2010
801160/2013
808004/2014

Respondent,

AND

COUNTY OF ERIE

Intervenor.

FOR REVIEW OF THE 2010-2011, 2013-2014 and 2014-2015 TAX ASSESSMENT 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 3920 Main Street in Amherst, New York, S.B.L. #79.26-2-15 for the tax years 2010-2011, 2013-2014 and 2014-2015 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 Amherst Central School District, and the Attorney for Petitioner, and it

Attachment: 3920 Main Key Bank - Consent Order (RES-2022-314 : Settlement of Article 7 Matter - Key Bank AKA 3920 Main St)

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 County of Erie, the Town of Amherst and the Amherst Central School District, it is hereby

ORDERED, STIPULATED, AND ADJUDGED that the real property tax assessment for the tax year 2010-2011 for the premises at 3920 Main Street be set at $7,650,000 assessed value, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the real property tax assessment for the tax year 2013-2014 for the premises at 3920 Main Street be set at $7,750,000 assessed value, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the real property tax assessment for the tax year 2014-2015 for the premises at 3920 Main Street be set at $7,750,000 assessed value, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the fiscal officers of Erie County, the Town of Amherst, Amherst Central School District, and any other taxing unit affected by the above assessment reductions shall apply such adjusted assessment and determine any overpayment of taxes, and in the event of overpayment, refund the overpayment in accordance

Attachment: 3920 Main Key Bank - Consent Order (RES-2022-314 : Settlement of Article 7 Matter - Key Bank AKA 3920 Main St)

with RPTL §726 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 refunds from the Amherst Central School District being waived, 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 awarded to, by or against any party, and upon compliance with the terms of this Order,

Attachment: 3920 Main Key Bank - Consent Order (RES-2022-314 : Settlement of Article 7 Matter - Key Bank AKA 3920 Main St)

Stipulation and Judgment, the proceedings herein shall be, and the same hereby are, settled and discontinued with prejudice.

HON. EMILIO COLAIACOVO, 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
KEY BANK AKA 3920 MAIN

By: _____
PETER ALLEN WEINMANN, ESQ.
Attorney for Petitioner

Date: _____

FOR RESPONDENT
TOWN OF AMHERST

By: _____
SAMUEL A. ALBA, ESQ.
Attorney for Respondent

Date: _____

FOR PETITIONER
KEY BANK AKA 3920 MAIN

By: _____
ROBERT ARUNDEL
As Agent

Date: _____

FOR INTERVENOR
COUNTY OF ERIE

By: _____
JAMES C. DEMARCO, ESQ.
Attorney for Intervenor

Date: _____

Attachment: 3920 Main Key Bank - Consent Order (RES-2022-314 : Settlement of Article 7 Matter - Key Bank AKA 3920 Main St)

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 25568 **RESOLUTION 2022-315** **ADOPTED**

Settlement of Ariticle 7 Matter - Prisha Realty LLC

AGENDA ITEM : MARCH 28, 2022

TO: **Town Board**

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

DATE: **March 22, 2022**

RE: **Settlement of Article 7 Matter**
Prisha Realty 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 : March 28, 2022**)
Emily Murphy, Town Assessor

3/28/2022
Consent

FINANCIAL IMPACT:

Assessment

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

At a Special Term of the Supreme Court, Erie County, held at Delaware Avenue, Buffalo, New York, on the ____ day of _____, 20_____.

PRESENT: HON. SHEILA A. DITULLIO, J.S.C

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

PRISHA REALTY LLC,

Petitioner,

v.

CONSENT ORDER

Index No.: 809658/2021
806969/2020

TOWN OF AMHERST,

Respondent.

FOR REVIEW OF THE TAX ASSESSMENT OF CERTAIN REAL PROPERTY IN THE SAID TOWN OF AMHERST

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:

Address	Section/Block/Lot
15-37 Willow Ridge Drive	40.18-1-2.1

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, 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 Sweet Home CSD, and the County of Erie, it is hereby

Attachment: Prisha Realty - Consent Order (RES-2022-315 : Settlement of Ariticle 7 Matter - Prisha Realty LLC)

ORDERED, STIPULATED, AND ADJUDGED that the property tax certiorari for the tax year and 2020-2021 and 2021-2022 for the premises previously listed 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, 2023-2024 and 2024-2025 for the premises be set as follows:

Address	Section/Block/Lot	Full Market Value (to be equalized at 2022 equalization rate)
15-37 Willow Ridge Drive	40.18-1-2.1	$600,000

, 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, 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

Attachment: Prisha Realty - Consent Order (RES-2022-315 : Settlement of Ariticle 7 Matter - Prisha Realty LLC)

ORDERED, STIPULATED, AND ADJUDGED that the fiscal officers of Erie County, the Town of Amherst, Sweet Home CSD, and any other taxing unit affected by the above assessment reductions shall apply such adjusted assessment and 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 90 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

Attachment: Prisha Realty - Consent Order (RES-2022-315 : Settlement of Ariticle 7 Matter - Prisha Realty LLC)

parties, and the full settlement of the tax certiorari herein; there are no costs or disbursements 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.

_____
Hon. Sheila A. DiTullio, 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

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

By: _____
Samir Desai
As Agent

Date: _____

FOR INTERVENOR
Sweet Home CSD

By:_____
John K. Rottaris, Esq.
Intervenor

Date: _____

Attachment: Prisha Realty - Consent Order (RES-2022-315 : Settlement of Ariticle 7 Matter - Prisha Realty LLC)

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 25569 B **RESOLUTION 2022-316** **ADOPTED**

Settlelment of Article 7 Matter - Jonathan Bevilacqua (54 Brice Landing Court)

AGENDA ITEM : MARCH 28, 2022

TO: **Town Board**

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

DATE: **March 22, 2022**

RE: **Settlement of Article 7 Matter**
Jonathan Bevilacqua (54 Brice Landing Court)

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.

Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : March 28, 2022**)
Emily Murphy, Town Assessor

3/28/2022
Consent

FINANCIAL IMPACT:

Assessment.

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

At a Special Term of the Supreme Court, Erie County, held at Delaware Avenue, Buffalo, New York, on the ____ day of _____, 20_____.

PRESENT: HON. EMILIO COLAIACOVO, J.S.C
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

JONATHAN BEVILACQUA,

Petitioner,

v.

CONSENT ORDER

Index No.: 809647/2021
806972/2020
809280/2019

TOWN OF AMHERST,

Respondent.

FOR REVIEW OF THE TAX ASSESSMENT OF CERTAIN REAL PROPERTY IN THE SAID TOWN OF AMHERST

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:

Address	Section/Block/Lot
54 Brice Landing Court	42.16-4-3.11

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, 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 CSD, and the County of Erie, it is hereby

Attachment: 54 Brice Landing - Consent Order (RES-2022-316 : Settlement of Article 7 Matter - Jonathan Bevilacqua (54 Brice Landing Court))

ORDERED, STIPULATED, AND ADJUDGED that the property tax certiorari for the tax year and 2020-2021 and 2021-2022 for the premises previously listed 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, 2023-2024 and 2024-2025 for the premises be set as follows:

Address	Section/Block/Lot	Full Market Value (to be equalized at 2022 equalization rate)
54 Brice Landing Court	42.16-4-3.11	$1,336,000

, 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, 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

Attachment: 54 Brice Landing - Consent Order (RES-2022-316 : Settlement of Article 7 Matter - Jonathan Bevilacqua (54 Brice Landing Court))

ORDERED, STIPULATED, AND ADJUDGED that the fiscal officers of Erie County, the Town of Amherst, Williamsville CSD, and any other taxing unit affected by the above assessment reductions shall apply such adjusted assessment and 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 90 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

Attachment: 54 Brice Landing - Consent Order (RES-2022-316 : Settlement of Article 7 Matter - Jonathan Bevilacqua (54 Brice Landing Court))

parties, and the full settlement of the tax certiorari herein; there are no costs or disbursements 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.

_____
Hon. Emilio Colaiacovo, 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

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

By: _____
Jonathan Bevilacqua
As Agent

Date: _____

FOR INTERVENOR
Williamsville CSD

By:_____
Michael B. Risman, Esq.
Intervenor

Date: _____

Attachment: 54 Brice Landing - Consent Order (RES-2022-316 : Settlement of Article 7 Matter - Jonathan Bevilacqua (54 Brice Landing Court))

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 25570 B **RESOLUTION 2022-317** **ADOPTED**

Settlement of Article 7 Matter - 3D Sheridan LLC

AGENDA ITEM : MARCH 28, 2022

TO: **Town Board**

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

DATE: **March 22, 2022**

RE: **Settlement of Article 7 Matter**
3D Sheridan 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.

Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : March 28, 2022**)
Emily Murphy, Town Assessor

3/28/2022
Consent

FINANCIAL IMPACT:

Assessment

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

At a Special Term of the Supreme Court, Erie County, held at Delaware Avenue, Buffalo, New York, on the ____ day of _____, 20_____.

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

3D SHERIDAN LLC,

Petitioner,

v.

CONSENT ORDER

Index No.:
809785/2021
806970/2020

TOWN OF AMHERST,

Respondent.

FOR REVIEW OF THE TAX ASSESSMENT OF CERTAIN REAL PROPERTY IN THE SAID TOWN OF AMHERST

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:

Address	Section/Block/Lot
3490 Sheridan Drive	67.42-1-16

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, 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 Sweet Home CSD, and the County of Erie, it is hereby

Attachment: 3D Sheridan - Consent Order (RES-2022-317 : Settlement of Article 7 Matter - 3D Sheridan LLC)

ORDERED, STIPULATED, AND ADJUDGED that the property tax certiorari for the tax year and 2020-2021 & 2021-2022 for the premises previously listed 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, 2023-2024 and 2024-2025 for the premises be set as follows:

Address	Section/Block/Lot	FMV (equalized in 2022)
3490 Sheridan Drive	67.42-1-16	$575,000

, 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, 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

Attachment: 3D Sheridan - Consent Order (RES-2022-317 : Settlement of Article 7 Matter - 3D Sheridan LLC)

ORDERED, STIPULATED, AND ADJUDGED that the fiscal officers of Erie County, the Town of Amherst, Sweet Home CSD, and any other taxing unit affected by the above assessment reductions shall apply such adjusted assessment and 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 90 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

Attachment: 3D Sheridan - Consent Order (RES-2022-317 : Settlement of Article 7 Matter - 3D Sheridan LLC)

parties, and the full settlement of the tax certiorari herein; there are no costs or disbursements 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.

_____
Hon. Sheila A. DiTullio, 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

By: _____
Marcus R. Catlin. Esq.

Date: _____

FOR PETITIONER

By: _____
Bruce Levine
As Agent

Date: _____

FOR RESPONDENT
Town of Amherst

By: _____
Samuel A. Alba, Esq.
Attorney for Respondent

Date: _____

FOR INTERVENOR
Sweet Home CSD

By:_____
John Kennedy Rottaris, Esq.
Intervenor

Date: _____

Attachment: 3D Sheridan - Consent Order (RES-2022-317 : Settlement of Article 7 Matter - 3D Sheridan LLC)

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 25572 B **RESOLUTION 2022-318** **ADOPTED**

Settlement of Article 7 Matter - Sheridan Center LLC

AGENDA ITEM : MARCH 28, 2022

TO: **Town Board**

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

DATE: **March 22, 2022**

RE: **Settlement of Article 7 Matter**
Sheridan Center 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.

Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : March 28, 2022**)
Emily Murphy, Town Assessor

3/28/2022
Consent

FINANCIAL IMPACT:

Assessment.

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

At a Special Term of the Supreme Court, Erie County, held at Delaware Avenue, Buffalo, New York, on the ____ day of _____, 20_____.

PRESENT: HON. HENRY J. NOWAK, J.S.C
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

SHERIDAN CENTER LLC,

Petitioner,

v.

CONSENT ORDER

Index No.: 809560/2021

TOWN OF AMHERST,

Respondent.

FOR REVIEW OF THE TAX ASSESSMENT OF CERTAIN REAL PROPERTY IN THE SAID TOWN OF AMHERST

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:

Address	Section/Block/Lot
3300-3394 Sheridan Drive	67.07-6-11.11

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, Attorney for the Sweet Home School District, 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 Sweet Home Central School District, and the County of Erie, it is hereby

Attachment: Sheridan Center LLC - Consent Order (RES-2022-318 : Settlement of Article 7 Matter - Sheridan Center LLC)

ORDERED, STIPULATED, AND ADJUDGED that the property tax certiorari for the tax year and 2021-2022 for the premises previously listed 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, 2023-2024 and 2024-2025 for the premises be set as follows:

Address	Section/Block/Lot	Assessed Value
3300-3394 Sheridan Drive	67.07-6-11.11	$6,300,000,

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, 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

Attachment: Sheridan Center LLC - Consent Order (RES-2022-318 : Settlement of Article 7 Matter - Sheridan Center LLC)

ORDERED, STIPULATED, AND ADJUDGED that the fiscal officers of Erie County, the Town of Amherst, Sweet Home Central School District, and any other taxing unit affected by the above assessment reductions shall apply such adjusted assessment and 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 90 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

Attachment: Sheridan Center LLC - Consent Order (RES-2022-318 : Settlement of Article 7 Matter - Sheridan Center LLC)

parties, and the full settlement of the tax certiorari herein; there are no costs or disbursements 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.

_____
Hon. Henry J. Nowak, 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
Sheridan Center LLC

By: _____
Trevor P. Duffy, Esq.
Attorney for Petitioner

Date: _____

FOR PETITIONER
Sheridan Center LLC

By: _____
Gary Blum
As Agent

Date: _____

FOR RESPONDENT
Town of Amherst

By: _____
Samuel A. Alba, Esq.
Attorney for Respondent

Date: _____

FOR INTERVENOR
Sweet Home Central School District

By:_____
John K. Rottaris, Esq.
Attorney for Intervenor

Date: _____

FOR INTERVENOR
County of Erie

By:_____
James C. DeMarco, Esq.
Attorney for Intervenor

Date: _____

Attachment: Sheridan Center LLC - Consent Order (RES-2022-318 : Settlement of Article 7 Matter - Sheridan Center LLC)

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 25595 **RESOLUTION 2022-319** **ADOPTED**

Settlement of Article 7 Matter - McDonald's USA LLC 1970 Kensington Avenue

AGENDA ITEM : MARCH 28TH, 2022

TO: **Town Board**

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

DATE: **March 23, 2022**

RE: **Settlement of Article 7 Matter**
McDonald's USA LLC 1970 Kensington Avenue

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.

Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : March 28, 2022**)
Emily Murphy, Town Assessor

3/28/2022
Consent

FINANCIAL IMPACT:

n/a

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

At a Special Term of the Supreme Court, Erie County, held at 25 Delaware Avenue, Buffalo, New York, on the ___ day of _____, 2022.

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

MCDONALD'S USA LLC

Petitioner,

v.

CONSENT ORDER

TOWN OF AMHERST

Index No.: 809561/2021

Respondent,

AND

AMHERST CENTRAL SCHOOL DISTRICT

Intervenor.

FOR REVIEW OF THE 2021-2022 TAX ASSESSMENT 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 1970 Kensington Avenue in Amherst, New York, S.B.L. #80.13-9-16.11 for the tax year 2021-2022 having

Attachment: Mcdonald's Kensington - Consent Order (RES-2022-319 : Settlement of Article 7 Matter - McDonald's USA LLC 1970 Kensington

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 Amherst Central School District, 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 Amherst Central School District, and the County of Erie it is hereby

ORDERED, STIPULATED, AND ADJUDGED that the property tax certiorari for the tax year 2021-2022 for the premises at 1970 Kensington Avenue 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, 2023-2024, 2024-2025 and 2025-2026 for the premises at 1970 Kensington Avenue be set at $735,000 assessed value, 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

Attachment: Mcdonald's Kensington - Consent Order (RES-2022-319 : Settlement of Article 7 Matter - McDonald's USA LLC 1970 Kensington

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 Respondents waive any objection based upon statute of limitations grounds, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the fiscal officers of the Town of Amherst, the Amherst Central School District, the County of Erie, and any other taxing unit affected by the above assessment reductions shall apply such adjusted assessment and 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

Attachment: Mcdonald's Kensington - Consent Order (RES-2022-319 : Settlement of Article 7 Matter - McDonald's USA LLC 1970 Kensington

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, with interest and/or penalties beginning to accrue on the new corrected balance after 45 days, 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 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.

_____

HON. SHEILA A. DITULLIO, A.J.S.C.

DATED:

Attachment: Mcdonald's Kensington - Consent Order (RES-2022-319 : Settlement of Article 7 Matter - McDonald's USA LLC 1970 Kensington

The parties consent to be bound by the terms of this Court Order by subscribing hereunto their names and legal authority:

FOR PETITIONER
MCDONALD'S USA LLC

By: _____
RYAN K. PARISI, ESQ.
Attorney for Petitioner

Date: _____

FOR RESPONDENT
TOWN OF AMHERST

By: _____
SAMUEL A. ALBA, ESQ.
Attorney for Respondent

Date: _____

FOR PETITIONER
MCDONALD'S USA LLC

By:_____
PERLA GONZALEZ
As Agent

Date: _____

FOR INTERVENOR AMHERST
CENTRAL SCHOOL DISTRICT

By: _____
HENRY A. ZOMERFELD, ESQ.
Attorney for Intervenor

Date: _____

Attachment: Mcdonald's Kensington - Consent Order (RES-2022-319 : Settlement of Article 7 Matter - McDonald's USA LLC 1970 Kensington

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25585 **RESOLUTION 2022-320** **ADOPTED**

Amusement License - the ARC Erie County

Request by The ARC Erie County for a First Class Amusement License to hold a fundraiser at 30 Wilson Road on Thursday, June 23 from 4:30 PM to 8:30 PM.
Supervising Code Enforcement Officer recommends a fee of $50.00.

The following conditions apply:

1. A trained crowd manager is required with crowds over 500 people.
2. Mobile food trucks are required to have a current Town of Amherst permit.
3. That all fire lanes be kept clear at all times.
4. Emergency access must be maintained at all times during events.
5. For any tent in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
6. All temporary power must be code compliant.
7. Fire extinguishers will be required throughout the event area.
8. Accessible parking must be maintained.
9. Accessible bathroom facilities must be available.

3/28/2022
Consent

FINANCIAL IMPACT:

Income to the Town.

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

Town of Amherst
Amusement License Application

Organization or Resident: The Arc Erie County

Address of Event: 30 Wilson Road, Williamsville NY, 14221

Describe Event: "Me Trail" fundraiser event with tastings, live music and food on our trail surrounding the property.

List All Dates: Thursday, June 23 430-830
day/month/year & day of week

Number of Occasions: one

Time (Start & End): 430-830

PLEASE ATTACH A SITE PLAN WITH DESIGNATED AREA FOR EVENT

Name of Organizer Jessica Trainor

Address 30 Wilson Road, Williamsville, NY 14221

Phone Number 203 788 7871

Signature of Organizer [signature]

Date 8/2/2022

Office use only:
Submitted to Police & Building _____
Fee determined by Town Board _____
Business or Resident notified _____
Payment Rcvd _____
License issued and mailed out _____

Attachment: 2022 application-merged (RES-2022-320 : Amusement License - the ARC Erie County)



Attachment: 2022 application-merged (RES-2022-320 : Amusement License - the ARC Erie County)

TOWN OF AMHERST
BUILDING DEPARTMENT
INTER-DEPARTMENTAL CORRESPONDENCE
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080
FAX: (716) 631-7192

Mark S. Berke, P.E.
Commissioner of Building

Agenda Item

DATE: March 7, 2022

TO: Town Board

FROM: Douglas Gesel, Supervising Code Enforcement Officer

RE: Amusement License for 30 Wilson Road, The ARC Erie County

In response to the Amusement License Application dated March 3, 2022, from Ms. Jessica Trainor, I recommend the approval of his request for First Class outdoor events at the above noted address.

The fee for such an event is set be the Town Board, the fee can be from $5.00 to $50.00 per day, or fraction thereof.

With the event being one day Thursday June 23, 2022 from 4:30pm until 8:30pm in the parking lot, I would recommend a fee of $50.00.

I would recommend that the following conditions be stated:

- A Trained Crowd Manager is required with crowds over 500 people
- Mobile food trucks are required to have a current Town of Amherst permit.
- That all fire lanes be kept clear at all times.
- Emergency access must be maintained at all times during event
- For any tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
- All temporary power must be code compliant.
- Fire extinguishers will be required throughout event area
- Accessible parking must be maintained
- Accessible bathroom facilities must be available.

Please contact me if you have any questions regarding this response.

Doug Gesel

Douglas Gesel, Supervising Code Enforcement Officer
cc: Fran Spoth, Town Clerk

Attachment: 2022 application-merged (RES-2022-320 : Amusement License - the ARC Erie County)

TOWN OF AMHERST
FIRE SAFETY DIVISION
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

(p) (716) 631-7140
(f) (716) 631-7192
bparnell@amherst.ny.us
amherst.ny.us/firesafety

Memorandum

Date: 3/7/2022

From: Bryan W. Parnell

Sr. Fire Inspector

To: Doug Gesel

Re: The Arc of Erie County Fundraiser

The following will need to be addressed for the Amusement License to be processed:

1. Trained Crowd Managers are required with crowds over 500 people.
2. Mobile food vehicles require a current Town of Amherst permit.
3. Use of tents over 400 square feet will require a fire prevention permit.
4. Fire lanes must be maintained at all times.
5. Emergency access must be maintained at all times.
6. Fire extinguishers will be required throughout.

Attachment: 2022 application-merged (RES-2022-320 : Amusement License - the ARC Erie County)

Bianco, Lisa

From: Scott Chamberlin <[redacted]>
Sent: Friday, March 4, 2022 11:19 AM
To: Bianco, Lisa
Subject: Re: Amusement License - ARC Erie County

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.

The Police Department has no concerns about this event.

Best,

Chief Scott P. Chamberlin
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, NY 14228
(716)689-1351
[redacted]

"Learn from yesterday, live for today, hope for tomorrow." —Albert Einstein

On Fri, Mar 4, 2022 at 10:09 AM Bianco, Lisa <lbianco@amherst.ny.us> wrote:

Date: March 4, 2022

To: Scott Chamberlin, Chief of Police, Doug Gesel, Supervising Code Enforcement Officer & Bryan Parnell Senior Fire Inspector

From: Lisa M Bianco

Re: Amusement License

Attached is an application from The Arc Erie County, to hold a fundraiser at 30 Wilson Road, Williamsville, NY 14221. The fundraiser will be held on Thursday, June 23,2022 from 4:30 pm to 8:30 pm. Please review and send any written comments back to me as soon as possible so we can place this on the earliest Town Board Agenda.

Thank you for your cooperation.

Lisa M Bianco
Town Clerks Office

Attachment: 2022 application-merged (RES-2022-320 : Amusement License - the ARC Erie County)

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by:

DOC ID: 25589 **RESOLUTION 2022-321** **ADOPTED**

Distressed Properties Trust Account for Lead Paint & Asbestos Assessment at 160 Campus Drive

WHEREAS, the Amherst Town Board (RES 2012-825) created the Distressed Property Task Force and Distressed Property Trust Fund to address and coordinate property maintenance issues; and

WHEREAS, the Distressed Properties Task Force is conducting feasibility of various intervention methods of a vacant and distressed property located at 160 Campus Drive, Amherst, NY 14226; and

WHEREAS, the Task Force has determined a Lead Paint and Asbestos Assessment is necessary in order to accurately evaluate feasibility of various intervention methods for the property; and

WHEREAS, the Task Force is seeking permission from the Town Board to expand funds from the Distressed Property Trust Account to complete the Lead Paint and Asbestos Assessment for 160 Campus Drive, Amherst, NY 14226; and

WHEREAS, Stohl Environmental is currently under contract with the Town to provide such assessments; now therefore

BE IT RESOLVED, that the Town Board of the Town of Amherst authorizes the use of the Distressed Property Trust Account (T4019.4002), for and amount not to exceed $1,000, for Stohl Environmental to complete a Lead Paint and Asbestos Assessment at 160 Campus Drive, Amherst, NY 14226.

3/28/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

T 4019 4002 FOR AN AMOUNT NOT TO EXCEED $1000.00

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: 03/28/22 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 25588 **RESOLUTION 2022-322** **ADOPTED**

Budget Transfers and Amendments

For March 28, 2022 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 3/23/2022
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 - 2022

FROM:	***TO:***
N2156.4000 Contractual $70,000.00	N2156.1000 HOME ARP Admin. $65,025.55 N2156.8030 HOME APR Admin. $4,974.45
To adjust the budget to include admin costs for payroll per Department's request.	
A1990.4000 Contingency $25,000.00	A1620.1850 Lump Sum Retirement $23,224.00 A1620.8030 FICA $1,776.00
To transfer funds that were budgeted in contingency for retirement in Building Maintenance.	

3/28/2022
Consent

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: 03/28/22 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 25551 **RESOLUTION 2022-323** **ADOPTED**

Award Bid #2022004 - Police and Fire Control Uniforms - CRS #3210

WHEREAS, the Contract Compliance & Administration Department received bids on February 24, 2022 for Bid #2022004 Police and Fire Control Uniforms; and

WHEREAS, the bid process resulted in responses from one (1) vendor, as identified on the attached bid tab;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance & Administration Department to award Bid #2022004 Police and Fire Control Uniforms to United Uniform Distribution, LLC; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with United Uniform Distribution, LLC.

3/28/2022
Consent

FINANCIAL IMPACT:

A3121-4420 & A3020-4420; Amount TBD

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

AMHERST POLICE - UNIFORM & ACCESSORIES - 2022

	Low Bid				United Uniform		
LINE	**MANUFACTURER**	**STYLE #**	**POLICE SERVICES DIVISION - CLASS A**	**CUSTOMIZING**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
1	FLYING CROSS	47780 86	MEN'S POLY/WOOL HIDDEN SIDE POCKET PANT		24	$ 94.50	**$ 2,268.00**
2	FLYING CROSS	47780W 86	WOMEN'S POLY/WOOL HIDDEN SIDE POCKET PANT		1	$ 94.50	**$ 94.50**
3	FLYING CROSS	07W84 86	MEN'S LONG SLEEVE CLASS A SHIRT - NAVY	Sew Emblem Each Sleeve	24	$ 79.50	**$ 1,908.00**
4	FLYING CROSS	107W84 86	WOMEN'S LONG SLEEVE CLASS A SHIRT - NAVY	Sew Emblem Each Sleeve	24	$ 79.50	**$ 1,908.00**
5	FLYING CROSS	57R84 86	MEN'S SHORT SLEEVE CLASS A SHIRT - NAVY	Sew Emblem Each Sleeve	24	$ 70.50	**$ 1,692.00**
6	FLYING CROSS	157R84 86	WOMEN'S SHORT SLEEVE CLASS A SHIRT - NAVY	Sew Emblem Each Sleeve	1	$ 70.50	**$ 70.50**
7	FLYING CROSS	54100A 86	SOFT SHELL JACKET - NAVY	Sew Emblem Each Sleeve - Add S/Straps	1	$ 120.00	**$ 120.00**
8	BLAUER	9790	REVERSIBLE RAINCOAT	"AMHERST POLICE" Scotchlite Transfer	6	$ 275.00	**$ 1,650.00**
9	FLYING CROSS	79900GTXA 86	GORE-TEX SHELL JACKET - NAVY	Two Emblems - AMHERST POLICE Scothlite on PullDown	12	$ 225.00	**$ 2,700.00**
9A	FLYING CROSS	37200A	LINER FOR GORE-TEX SHELL JACKET ABOVE		12	$ 45.00	**$ 540.00**
10	BLAUER	339	SAFETY VEST	"AMHERST POLICE" Scotchlite Transfer	12	$ 52.50	**$ 630.00**
11	SENTRY	CUSTOM	8pt HAT - NAVY SERGE w/CANE BAND & BLACK OVERLAY	Grey Cloth Band (Dept. Supplied)	12	$ 50.00	**$ 600.00**
12	SENTRY	CUSTOM	GOLD OR SILVER FLEX BAND	Black Cane Band	12	$ 9.50	**$ 114.00**
13	BROOME	900	TIE - NAVY		12	$ 7.50	**$ 90.00**
14	ROCKY	2167	SHOES		50	$ 105.00	**$ 5,250.00**
15	SAFARILAND	87/875	GUNBELT	Gold or Silver Buckle	6	$ 65.00	**$ 390.00**
16	SAFARILAND	51/2905	GARRISON BELT	Gold or Silver Buckle	24	$ 14.95	**$ 358.80**
17	BLAUER	107	REVERSIBLE HAT COVER		12	$ 13.50	**$ 162.00**
18	FLYING CROSS	34891 86	CLASS A POLY/WOOL DRESS BLOUSECOAT - NAVY		1	$ 300.00	**$ 300.00**
18A		BRAID OPTION	TRI-TONE SLEEVE BRAID - PRICED PER ROW	Sew Braid onto Blousecoat Sleeves	1	$ 30.00	**$ 30.00**
18B		ALTERATION	HONOR GUARD CUSTOMIZING	Taper Sides and Add 4 Belt Hooks	1	$ 30.00	**$ 30.00**
19	FLYING CROSS	37291 86/37291W	CLASS A POLY/WOOL DRESS PANT - NAVY		1	$ 82.50	**$ 82.50**
LINE	**MANUFACTURER**	**STYLE #**	**POLICE SERVICES DIVISION - CLASS B**	**CUSTOMIZING**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
20	BLAUER	8110X	MOCK TURTLENECK - NAVY	Embroider "APD"	24	$ 34.50	**$ 828.00**
21	BLAUER	8119	MOCK DICKEY - NAVY	Embroider "APD"	12	$ 18.50	**$ 222.00**
22	5.11	72049T	TALL Men's L/S POLO - DARK NAVY OR BLACK	Embroider Full Color APD Logo	1	$ 53.50	**$ 53.50**
23	5.11	71049T	TALL Men's S/S POLO - DARK NAVY OR BLACK	Embroider Full Color APD Logo	1	$ 47.50	**$ 47.50**

Attachment: Bid Tab 2022004 Police and Fire Control Uniforms (RES-2022-323 : Award Bid #2022004 -

24	5.11	72049/62408	Men's/Women's L/S POLO - DARK NAVY OR BLACK	Embroider Full Color APD Logo	1	$ 48.50	$ 48.50
25	5.11	71049/61165	Men's/Women's S/S POLO - DARK NAVY OR BLACK	Embroider Full Color APD Logo	1	$ 43.50	$ 43.50
26		CUSTOM	OPTIONAL DIVISIONAL EMBROIDERY	Embroider Divisional on Right Chest	1	$ 5.00	$ 5.00
LINE	**MANUFACTURER**	**STYLE #**	**POLICE/MISCELLANEOUS**	**CUSTOMIZING**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
27	BLAUER	125/4T176	KNIT HAT W/THINSULATE	Embroider "APD"	12	$ 13.50	$ 162.00
28	HATCH	WPG100/3960T	WINTER GLOVES		12	$ 35.50	$ 426.00
29	MONADNOCK	9152	AUTOLOCK 22"		12	$ 150.00	$ 1,800.00
30	MONADNOCK	3034	POWER SAFETY HOLDER		12	$ 35.00	$ 420.00
31	MONADNOCK	6213	HINDI CAP		12	$ 45.00	$ 540.00
32	MONADNOCK	9352	AUTOLOCK 22" PATROL KIT w/CAP & HOLDER		1	$ 195.00	$ 195.00
33	RAINE	013GW	GLOVE POUCH		12	$ 9.50	$ 114.00
34	VARIOUS		HASHMARKS	REAL GOLD BULLION ON BLACK FELT	24	$ 5.50	$ 132.00
35	ASP	56109	CHAIN HANDCUFFS BLACK		12	$ 65.00	$ 780.00
36	ASP	56131	CUFF CASE		12	$ 52.50	$ 630.00
37	PEERLESS	700	STANDARD HANDCUFFS NICKEL		12	$ 29.95	$ 359.40
38	SAFARILAND	90 HS	CUFF CASE BLACK		6	$ 28.00	$ 168.00
39	SAFARILAND	573-83/283-21	MAG/CUFF HOLDER - PADDLE - PLAIN BLACK		1	$ 40.00	$ 40.00
40	SAFARILAND	7360-2832-411	7TS LEVEL III HOLSTER w/LIGHT - STX PLAIN		1	$ 127.50	$ 127.50
41	SAFARILAND	6520-364-412	TASER HOLSTER - STX PLAIN		1	$ 75.00	$ 75.00
42	SAFARILAND	77-283-13PBL	DOUBLE MAG CASE - STX TAC FINISH		1	$ 32.00	$ 32.00
43	SAFARILAND	38-4-2HS	MACE HOLDER - HIDDEN SNAP - PLAIN BLACK		1	$ 29.50	$ 29.50
44	SAFARILAND	QUICK-KIT1-2	QUICK KIT 1		1	$ 22.50	$ 22.50
45	SAFARILAND	62-4-2HS	FOUR PACK BELT KEEPERS - HIDDEN SNAP		1	$ 20.50	$ 20.50
46	DEF TEC	5239A	MK III 360 DEGREE MACE		1	$ 17.50	$ 17.50
47	STREAMLIGHT	69135	REMOTE PRESSURE SWITCH		1	$ 36.50	$ 36.50
48	STREAMLIGHT	69260	TLR1-HL GUNLIGHT		1	$ 155.00	$ 155.00
49	PREMEIR EMBLEM	CUSTOM	MOURNING BANDS - Black or Thin Blue Line		12	$ 2.50	$ 30.00
50	FLEXFIT	6277	BALL CAP	Embroider Subdued APD Logo	18	$ 14.50	$ 261.00
51	5.11	48016-019	RESPONSE JACKET	Embr. Logo on Front / "POLICE" on Back	6	$ 69.50	$ 417.00
52	5.11	73287/73308/63071	BIKE SHORTS		1	$ 44.50	$ 44.50

Attachment: Bid Tab 2022004 Police and Fire Control Uniforms (RES-2022-323 : Award Bid #2022004 -

53	PERFECT FIT	715T	BADGE HOLDER		1	$ 12.50	$ 12.50
54	PERFECT FIT	105	WALLET BADGE HOLDER		1	$ 33.50	$ 33.50
55	PERFECT FIT	100D4	ID WALLET		1	$ 33.50	$ 33.50
56	PERFECT FIT	501	CLUTCHBACKS		1	$ 14.50	$ 14.50
57	PERFECT FIT	705MH	MAGNETIC HOLDER		1	$ 18.50	$ 18.50
58	PREMIER	8004/8005	FLEXIBLE HAT BANDS		1	$ 9.50	$ 9.50
59	PREMIER EMBLEM	CLUTCHBACKS	CLUTCHBACKS	10 Pack Metal	12	$ 3.00	$ 36.00
60	FLYING CROSS	VT8800 LBK	SHELL BLACK		1	$ 185.00	$ 185.00
61	COBMEX	2025	V-NECK COMMANDO SWEATER - NAVY		1	$ 55.00	$ 55.00
							$ -
LINE	**MANUFACTURER**	**STYLE #**	**K9 UNIT**	**CUSTOMIZING**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
62	PROPPER	F5452-38	L/S SHIRT NAVY	Emblems, Rockers, K9 Emblem	1	$ 39.50	$ 39.50
63	PROPPER	F5201-38	BDU PANT NAVY		1	$ 37.50	$ 37.50
64	UNDER ARMOUR	1316937-001	COLD GEAR MOCK L/S		6	$ 55.00	$ 330.00
65	UNDER ARMOUR	1353262-001	GOLD GEAR LEGGINGS		6	$ 55.00	$ 330.00
66	PREMIER EMBLEM	PN1032	MAG POUCH		1	$ 19.95	$ 19.95
67	PREMIER EMBLEM	PN1050	CUFF CASE		1	$ 14.50	$ 14.50
68	PREMIER EMBLEM	PN1058	SPRAY CASE		1	$ 14.50	$ 14.50
69	PREMIER EMBLEM	PN8865-6	KEEPERS		1	$ 10.00	$ 10.00
70	PREMIER EMBLEM	PG001/PG005	GUNBELT		1	$ 24.50	$ 24.50
71	PREMIER EMBLEM	PG101/PG105	INNER BELT		1	$ 17.50	$ 17.50
							$ -
LINE	**MANUFACTURER**	**STYLE #**	**HONOR GUARD**	**CUSTOMIZING**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
72	KEYSTONE	PERSHING	PERSHING HAT - NAVY or CMT Fabric Provided		1	$ 75.00	$ 75.00
73	PREMIER	P9008	RAIN COVER CLEAR		1	$ 5.00	$ 5.00
74	PREMIER	P7009	PARADE GLOVES		1	$ 4.00	$ 4.00
75	ELBECO	310N-3	L/S SHIRT W/SIDE TAPER		1	$ 59.50	$ 59.50
76	CUSTOM	CMT	DRESS COAT		1	$ 350.00	$ 350.00
77	BATES	2184	PARATROOPER BOOTS		1	$ 140.00	$ 140.00
78	JAYPEE	1435	SUICIDE STRAP		1	$ 37.50	$ 37.50
79	SAFARILAND	999	GARRISON BELT		1	$ 36.50	$ 36.50

Attachment: Bid Tab 2022004 Police and Fire Control Uniforms (RES-2022-323 : Award Bid #2022004 -

80	ELC	24	CITATION CORDS	CUSTOM TWO TONE COLORS	1	$ 20.00	$ 20.00
81	BLACKINTON	774	HONOR GUARD PIN		1	$ 20.00	$ 20.00
82	ANCHOR	261MT/761MT	RAINCOAT		1	$ 225.00	$ 225.00
83	PROPPER	F5452-38	L/S SHIRT RIPSTOP		1	$ 39.50	$ 39.50
84	PROPPER	F5201-38	PANTS RIPSTOP		1	$ 37.50	$ 37.50
85	FLEXFIT	6308	BALL CAP		1	$ 9.50	$ 9.50
86	THOMAS	9122	GARMENT BAG	Sew Embroidered Namestrip	1	$ 25.00	$ 25.00
87	JAYPEE	S4428	D RING KEEPER		1	$ 14.50	$ 14.50
							$ -
LINE	**MANUFACTURER**	**STYLE #**	**BADGES - RHODIUM**	**CUSTOMIZING**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
88	BLACKINTON	B2069	OFFICER		6	$ 77.50	$ 465.00
89	BLACKINTON	B550	INVESTIGATOR		1	$ 77.50	$ 77.50
90	BLACKINTON	B538	ACO OR COMMUNICATIONS		1	$ 65.00	$ 65.00
LINE	**MANUFACTURER**	**STYLE #**	**BADGES - GOLD**	**CUSTOMIZING**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
91	BLACKINTON	B550	DETECTIVE		6	$ 85.00	$ 510.00
LINE	**MANUFACTURER**	**STYLE #**	**BADGES - KARAT CLAD - BREAST**	**CUSTOMIZING**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
92	BLACKINTON	B550	RANK		3	$ 145.00	$ 435.00
93	BLACKINTON	B2069	DET. LIEUTENANT		3	$ 145.00	$ 435.00
							$ -
LINE	**MANUFACTURER**	**STYLE #**	**BADGES - RETIRED - WALLET**	**CUSTOMIZING**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
94	BLACKINTON	B293	RETIRED RHODIUM OR GOLD		3	$ 72.50	$ 217.50
95	BLACKINTON	B550	RETIRED KARAT CLAD		3	$ 145.00	$ 435.00
LINE	**MANUFACTURER**	**STYLE #**	**HAT BADGES - RHODIUM**	**CUSTOMIZING**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
96	BLACKINTON	B614	ID NUMBER		6	$ 65.00	$ 390.00
97	BLACKINTON	B614	LETTERING		3	$ 65.00	$ 195.00
98	SMITH & WARREN	M810	HELMET BADGE		3	$ 65.00	$ 195.00
LINE	**MANUFACTURER**	**STYLE #**	**HAT BADGES - KARAT CLAD**	**CUSTOMIZING**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**

Attachment: Bid Tab 2022004 Police and Fire Control Uniforms (RES-2022-323 : Award Bid #2022004 -

99	BLACKINTON	B614	RANK PANEL		3	$ 130.00	$ 390.00
LINE	**MANUFACTURER**	**STYLE #**	**NAME BARS**	**CUSTOMIZING**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
100	BLACKINTON	J4	SILVER		12	$ 13.50	$ 162.00
101	BLACKINTON	J5	GOLD		6	$ 13.50	$ 81.00
102	BLACKINTON	J2	GOLD		6	$ 13.50	$ 81.00
LINE	**MANUFACTURER**	**STYLE #**	**COLLAR BRASS**	**CUSTOMIZING**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
103	SILVER 3/8"	C501S-3	APD, CW, PSD, K9, ACO	2 OR 3 LTR CUTOUT - PER PIECE	1	$ 13.50	$ 13.50
104	GOLD 3/8"	C501S-3	APD, CW, PSD, K9, ACO	2 OR 3 LTR CUTOUT - PER PIECE	1	$ 14.50	$ 14.50
105	PREMIER EMBLEM	P604	SGT STRIPES	SMALL GOLD CORRUGATED	1	$ 6.50	$ 6.50
106	PREMIER EMBLEM	P404	SGT STRIPES	LARGE GOLD CORRUGATED	1	$ 6.50	$ 6.50
107	PREMIER EMBLEM	P1400	LT	SMALL GOLD CORRUGATED	1	$ 7.50	$ 7.50
108	PREMIER EMBLEM	P1100	LT	LARGE GOLD CORRUGATED	1	$ 7.50	$ 7.50
109	PREMIER EMBLEM	P1402	CAPT	SMALL GOLD CORRUGATED	1	$ 7.50	$ 7.50
110	PREMIER EMBLEM	P1102	CAPT	LARGE GOLD CORRUGATED	1	$ 7.50	$ 7.50
111	PREMIER EMBLEM	P2050	ASST CHIEF	SINGLE GOLD STAR 3/4" CORRUGATED	1	$ 7.50	$ 7.50
112	PREMIER EMBLEM	P2100	ASST CHIEF	SINGLE GOLD STAR 1" CORRUGATED	1	$ 7.50	$ 7.50
113	PREMIER EMBLEM	P2052	CHIEF	DOUBLE GOLD STAR 3/4" CORRUGATED	1	$ 11.50	$ 11.50
114	PREMIER EMBLEM	P2102	CHIEF	DOUBLE GOLD STAR 1" CORRUGATED	1	$ 11.50	$ 11.50
115	PREMIER EMBLEM	A2813	AIU	ROUND 1"	1	$ 20.00	$ 20.00
LINE	**MANUFACTURER**	**STYLE #**	**PATCHES (Minimum Order 100)**	**CUSTOMIZING**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
116	APOLLO	EMBLEM	DEPT EMBLEM - SILVER/GOLD - SMALL		200	$ 1.25	$ 250.00
117	APOLLO	EMBLEM	DEPT EMBLEM - SILVER/GOLD - LARGE		200	$ 1.95	$ 390.00
118	APOLLO	EMBLEM	ROCKERS - SMALL		200	$ 0.85	$ 170.00
119	APOLLO	EMBLEM	ROCKERS - LARGE		200	$ 1.15	$ 230.00
120	APOLLO	EMBLEM	BADGE BATCH 3"		100	$ 2.50	$ 250.00
121	APOLLO	EMBLEM	ERT EMBLEM w/VELCRO HOOK BACKING		100	$ 4.50	$ 450.00
LINE	**MANUFACTURER**	**STYLE #**	**POLICE ACADEMY RECRUITS**	**CUSTOMIZING**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**

Attachment: Bid Tab 2022004 Police and Fire Control Uniforms (RES-2022-323 : Award Bid #2022004 -

122	FLYING CROSS	35W5441	L/S SHIRTS GREY	CPS EMBLEM & EMBR. NAME STRIP	6	$ 49.95	$ 299.70
123	DICKIES	LP812	PANTS BLACK		6	$ 25.95	$ 155.70
124	SAFARILAND	51/2905	BELT		6	$ 14.95	$ 89.70
125	FLEXFIT	6308	BALL CAP w/EMBLEM		6	$ 12.95	$ 77.70
126	BROOME	900	TIE		6	$ 7.50	$ 45.00
127	ANVIL	923	T-SHIRT W/LOGO		6	$ 9.95	$ 59.70
128	ANVIL	1420	SHORT W/LOGO		6	$ 19.95	$ 119.70
129	JERZEES	562	SWEATSHIRT W/LOGO		6	$ 19.95	$ 119.70
130	JERZEES	973	SWEATPANT W/LOGO		6	$ 19.95	$ 119.70
131	PROPPER	F5201-38-	BDU PANT - BLACK		6	$ 37.50	$ 225.00
LINE	**MANUFACTURER**	**STYLE #**	**EMERGENCY RESPONSE TEAM**	**CUSTOMIZING**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
132	UNDER ARMOUR	1316937-001	COLD GEAR LEGGINGS		6	$ 55.00	$ 330.00
133	UNDER ARMOUR	1353262-001	COLD GEAR MOCK		6	$ 55.00	$ 330.00
134	BLAUER	9820-50	TAC SHELL GORE-TEX JACKET w/FLEECE LINER	Add loop Velcro to Cover Scotchlite - Neck	1	$ 325.00	$ 325.00
135	ROCKY	5455	BLIZZARD STALKER		1	$ 125.00	$ 125.00
136	BLAUER	9825Z	TAC SHELL INSULATED GORE-TEX RAIN PANTS		1	$ 245.00	$ 245.00
137	SAFARILAND	774-212-23	G36 MAG HOLDER		1	$ 26.00	$ 26.00
138	SAFARILAND	76-83-23PBL	SINGLE MAG HOLDER - STX TACTICAL	FOR LEG DROP - EACH GUY GETS 2	2	$ 25.00	$ 50.00
139	SAFARILAND	6004-6-123	LEG SHROUD DOUBLE STRAP	EACH GUY GETS 2	2	$ 73.50	$ 147.00
140	JERZEES	21M	S/S POLYESTER PERFORMANCE T-SHIRT	SILK SCREEN 5 COLOR ERT SCREEN L/CHEST	1	$ 14.00	$ 14.00
141	JERZEES	21ML	L/S POLYESTER PERFORMANCE T-SHIRT	SILK SCREEN 5 COLOR ERT SCREEN L/CHEST	1	$ 18.00	$ 18.00
LINE	**MANUFACTURER**	**STYLE #**	**AWARDS/PINS/MEDALS**	**CUSTOMIZING**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
142	BLACKINTON	A4118/4119/4117	MEDALS W/1/2" SEAL VARIOUS		1	$ 75.00	$ 75.00
143	BLACKINTON		STANDARD PRESENTATION CASE		1	$ 25.00	$ 25.00
144	BLACKINTON	VARIOUS	COMMENDATION BARS 1 3/8" X 3/8"		1	$ 20.00	$ 20.00
145	S&W/BLACKINTON	C509/A367	TIE BAR		1	$ 25.00	$ 25.00
146	SMITH & WARREN	C639	MOTORCYCLE PIN		1	$ 17.50	$ 17.50
LINE	**MANUFACTURER**	**STYLE #**	**CAPTAINS & CHIEF DRESS UNIFORM**	**CUSTOMIZING**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**

Attachment: Bid Tab 2022004 Police and Fire Control Uniforms (RES-2022-323 : Award Bid #2022004 -

147	NEWPORT HARBOR	202	TRENCH COAT - 761MT / 261MT - NAVY		1	$ 225.00	$ 225.00
148	FLYING CROSS	35W5400	L/S SHIRT WHITE		1	$ 43.50	$ 43.50
LINE	**MANUFACTURER**	**STYLE #**	**CIVILIANS - PSD'S/MATRONS/AUXILARY/ACO**	**CUSTOMIZING**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
149	FLYING CROSS	35W54 35	L/S AUX. SHIRTS	AMHERST AUX POLICE EMB EACH SLEEVE	1	$ 43.50	$ 43.50
150	FLYING CROSS	85R54 35	S/S AUX. SHIRTS	AMHERST AUX POLICE EMB EACH SLEEVE	1	$ 38.50	$ 38.50
151	KEYSTONE	P101	8 PT. HAT SOLID BAND - NAVY		1	$ 50.00	$ 50.00
152	FECHHEIMER	TR070/TR070W	MENS AND WOMENS PANTS - NAVY		6	$ 47.50	$ 285.00
153	SAFARILAND	51/2905	GARRISON BELT		6	$ 14.95	$ 89.70
154	LANDWAY	8824	FLEECE JACKET	EMBLEMS	6	$ 35.00	$ 210.00
155	LANDWAY	9803	FLEECE PULLOVER	EMBLEMS	6	$ 35.00	$ 210.00
LINE	**MANUFACTURER**	**STYLE #**	**ANIMAL CONTROL**	**CUSTOMIZING**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
156	FLYING CROSS	47300/47300WT	PANTS		1	$ 75.00	$ 75.00
157	SAFARILAND	51/2905	GARRISON BELT		1	$ 14.95	$ 14.95
LINE	**MANUFACTURER**	**STYLE #**	**SCHOOL GUARDS**	**CUSTOMIZING**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
158	BLAUER	9860-50	WINTER PARKA		1	$ 275.00	$ 275.00
159	BLAUER	26990	RAINCOAT		1	$ 135.00	$ 135.00
160	BLAUER	107	HAT COVER		1	$ 13.50	$ 13.50
161	FINGER FASHIONS	HI VIS	MITTENS/GLOVES		1	$ 25.00	$ 25.00
162	BLAUER	339	ANSI II SAFETY VEST	"CROSSING GUARD" in Scotchlite	1	$ 52.50	$ 52.50
163	FLYING CROSS	TR070/TR070W	MENS AND WOMENS PANTS - NAVY		1	$ 47.50	$ 47.50
164	ELBECO	P811/P868	S/S SHIRTS		1	$ 38.50	$ 38.50
165	ELBECO	P801/P878	L/S SHIRTS		1	$ 47.50	$ 47.50
166	SENTRY	CUSTOM	8PT HAT		1	$ 50.00	$ 50.00
167	BLAUER	4T176	HIVIS YELLOW KNIT HAT		1	$ 13.50	$ 13.50
LINE	**MANUFACTURER**	**STYLE #**	**TRAFFIC DIVISION**	**CUSTOMIZING**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
168	HOPE	550B	BREECHES - STOCK NAVY		1	$ 205.00	$ 205.00
169	ALL AMERICAN	905E	10" MOTORCYCLE BOOT - BLACK		1	$ 425.00	$ 425.00

Attachment: Bid Tab 2022004 Police and Fire Control Uniforms (RES-2022-323 : Award Bid #2022004 -

170	TAYLOR'S	4473Z	LEATHER MOTORCYCLE JACKET		1	$ 375.00	$ 375.00
LINE	**MANUFACTURER**	**STYLE #**	**MAINTENANCE/MECHANICS**	**CUSTOMIZING**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
171	5.11	74273-724/019	RIPSTOP TACLITE		1	$ 49.50	$ 49.50
172	5.11	71049	S/S POLO NAVY	Silk Screened Logo on Chest	1	$ 43.50	$ 43.50
173	BRODER	29M	T-SHIRT	Silk Screened Logo on Chest	1	$ 13.50	$ 13.50
174	CARHARTT	102207	QUICK DUCK INSULATED		1	$ 120.00	$ 120.00
							$ -
LINE	**MANUFACTURER**	**STYLE #**	**POLICE SPECIALITY**	**CUSTOMIZING**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
175	5.11 TACTICAL	74371	CLASS B RIPSTOP PDU CARGO PANTS	HEM TO LENGTH	1	$ 55.00	$ 55.00
176	5.11 TACTICAL	72366	CLASS B RIPSTOP PDU L/S SHIRTS	EMBLEMS	1	$ 54.50	$ 54.50
177	5.11 TACTICAL	71177	CLASS B RIPSTOP PDU S/S SHIRTS	EMBLEMS	1	$ 51.50	$ 51.50
178	5.11 TACTICAL	48153-724	VALIANT JACKET w/LINER	EMBLEMS JACKET & LINER	1	$ 275.00	$ 275.00
179	BLAUER	225	FLEECE LINED COMMANDO SWEATER	EMBLEMS	1	$ 115.00	$ 115.00
180	SAFARILAND	81-83-2	OPEN TOP MAGAZINE POUCH - PLAIN BACK		1	$ 17.00	$ 17.00
181	SAFARILAND	573-383-21	MAG/CUFF HOLDER - PADDLE - PLAIN BLACK		1	$ 40.00	$ 40.00
182	SAFARILAND	7378-283-411	ALS CONCEALMENT HOLSTER- STX PLAIN		1	$ 46.00	$ 46.00
183	SAFARILAND	7378-2832-41	ALS CONCEALMENT HOLSTER w/LIGHT- STX		1	$ 57.00	$ 57.00
184	SAFARILAND	6004-22L-2	QLS 22L RECEIVER PLATE ADDITIONAL LOCK		1	$ 15.00	$ 15.00
185	STREAMLIGHT	69130	REMOTE DOOR/SWITCH ASSEMBLY		1	$ 45.00	$ 45.00
186	BRODER	29M	RED T-SHIRTS	FULL COLOR SCREEN CHEST - 1 COLOR BACK	1	$ 13.50	$ 13.50
LINE	**MANUFACTURER**	**STYLE #**	**CENTRAL FIRE ALARM OFFICE**	**CUSTOMIZING**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
187	FECHHEIMER	35W54 35	L/S SHIRTS	Emb/Flag - Direct Embr. Name	5	$ 43.50	$ 217.50
188	FECHHEIMER	85R54 35	S/S SHIRTS	Emb/Flag - Direct Embr. Name	20	$ 38.50	$ 770.00
189	FECHHEIMER	TR070/TR070W	TROUSERS	MENS AND WOMENS PANTS - NAVY	22	$ 47.50	$ 1,045.00
190	FECHHEIMER	39400	TROUSERS		4	$ 69.50	$ 278.00
191	BLAUER	6120	JACKET	Emb/Flag - Direct Embr. Name	2	$ 165.50	$ 331.00
192	SAFARILAND	51/2905	GARRISON BELT		10	$ 14.95	$ 149.50
193	BATES	SR56	SMOOTH LEATHER SHOE		5	$ 95.00	$ 475.00
194	5.11	12404-019	WOMENS 6" BOOT		1	$ 90.00	$ 90.00

Attachment: Bid Tab 2022004 Police and Fire Control Uniforms (RES-2022-323 : Award Bid #2022004 -

195	ROCKY	2167	6" ALPHAFORCE DUTY BOOT		5	$ 105.00	$ 525.00
196	BLACKINTON	B296	CUSTOM BADGE - RHODIUM		2	$ 65.00	$ 130.00
197	ELBECO	3310N	S/S SHIRTS	Emb/Flag - Direct Embr. Name	3	$ 59.50	$ 178.50
198	LANDWAY	8824	FULL ZIP FLEECE - BLACK	Emb/Flag - Direct Embr. Name	2	$ 40.00	$ 80.00
199	LANDWAY	9803	QUARTER ZIP FLEECE - BLACK	Emb/Flag - Direct Embr. Name	2	$ 40.00	$ 80.00
LINE	**MANUFACTURER**	**STYLE #**	**ALTERATIONS**	**CUSTOMIZING**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
200			SEW EMBLEM - SHIRT		1	$ 2.50	$ 2.50
201			REMOVE EMBLEM - SHIRT		1	$ 2.50	$ 2.50
202			SEW EMBLEM - JACKETS/OUTERWEAR		1	$ 5.00	$ 5.00
203			REMOVE EMBLEM - JACKETS/OUTERWEAR		1	$ 2.50	$ 2.50
204			WAIST ALTERATION		1	$ 10.00	$ 10.00
205			HEM PANTS		1	$ 6.50	$ 6.50
206			BLOUSECOAT - SHORTEN SLEEVES		1	$ 20.00	$ 20.00
207			BLOUSECOAT - REMOVE/ADD BRAID PER ROW		1	$ 25.00	$ 25.00
208			EMBROIDERED NAME STRIP		1	$ 6.50	$ 6.50
209			SIMPLE EMBROIDERY		1	$ 5.00	$ 5.00
210			COMPLEX EMBROIDERY		1	$ 7.50	$ 7.50
211			SIMPLE SILK SCREEN		1	$ 4.50	$ 4.50
212			COMPLEX SILK SCREEN		1	$ 7.50	$ 7.50
213			SCOTCHLITE TRANSFER GRAPHICS		1	$ 10.00	$ 10.00
LINE	**MANUFACTURER**	**STYLE #**	**OTHER**	**CUSTOMIZING**	**QUANTITY**		**% DISCOUNT OFF LIST**
214			MISCELLANEOUS ITEMS NOT INCLUDED ABOVE		1	6%	6%
							$ 49,156.40
			Please include information on ordering portal or other ordering/order history mechanism as requested in bid spec.				
			Please include information on measurements as requested in bid spec.				

Attachment: Bid Tab 2022004 Police and Fire Control Uniforms (RES-2022-323 : Award Bid #2022004 -

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 25590 **RESOLUTION 2022-324** **ADOPTED**

Approve Erie County Shared Services Agreement - CRS #3215

Kindly adopt the attached Erie County Shared Services Agreement, allowing for the sharing of services and equipment between various municipalities within Erie County, effective as of March 21, 2022.

3/28/2022
Consent

FINANCIAL IMPACT:

N/A

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

ERIE COUNTY, NEW YORK

INTER-MUNICIPAL

HIGHWAY SHARED SERVICES AGREEMENT

AUGUST 2021

Attachment: Erie County Shared Services Agmt Aug 2021 (RES-2022-324 : Approve Erie County Shared Services Agreement - CRS #3215)

Attachment: Erie County Shared Services Agmt Aug 2021 (RES-2022-324 : Approve Erie County Shared Services Agreement - CRS #3215)

HIGHWAY SHARED SERVICES AGREEMENT

1. For purposes of this contract, the following terms shall be defined as follows:

   "Agreement" shall mean the text of this agreement.

   "Designated Filing Agent" shall mean the clerk of said municipality.

   "Municipality" shall mean any Town or Village which has agreed to be bound by a contract for shared services or equipment similar in terms and effect with the contract set forth herein, and has filed a copy of said contract with their respective municipal clerk.

   "Shared Service" shall mean any service provided by one municipality for another that is consistent with the purposes and intent of this contract and shall include but not limited to:

   i. The renting, exchanging, or lending of highway machinery, tools, and equipment with or without operators;

   ii. The providing of a specific service;

   iii. The maintenance of machinery or equipment.

   "Superintendent" shall mean, in the case of a Town, the Town superintendent of highways; and, in the case of a Village, the superintendent of public works.

2. Each Municipality which has caused this Agreement to be executed agrees to bind itself to the terms of this Agreement and it will consider this contract to be applicable to any municipality who is also a party to this Agreement.

3. Every Municipality that is a party to this Agreement agrees to rent or exchange or borrow from any other Municipality who is a party to this Agreement any and all materials, machinery, and equipment, with or without operators, which it may need for legitimate municipal purposes. The determination as to whether such machinery, with or without operators, is needed by the Municipality for legitimate municipal purposes, shall be made by the Superintendent requesting such items. The value of the materials or supplies borrowed from another municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of an equal value, to be determined by the mutual agreement of the respective highway superintendent.

4. The Municipality agrees to rent, exchange, or lend to any municipality any and all

materials, machinery, and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery, with or without operators, or material is available for renting, exchanging, or lending shall be made by the Superintendent who would be providing such items. In the event the Superintendent determines that it will be in the best interests of the Municipality to lend to another municipality, the Superintendent is hereby authorized to lend to another Municipality that is a party to this Agreement. The value of the material or supplies loaned to another Municipality under this agreement may be returned to the Municipality providing such items in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of an equal value to be determined by the mutual agreement of the respective superintendent.

5. The Municipality agrees to repair or maintain machinery or equipment for any other Municipality under terms that may be agreed upon by the Superintendents of each Municipality.

6. An operator of equipment rented or loaned to another Municipality, when operating such equipment for the borrowing Municipality, shall be subject to the direction and control of the Superintendent of the borrowing Municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.

7. When receiving the services of an operator with a machine or equipment, the receiving Superintendent shall make no request of any operator which would be inconsistent with any labor agreement. All machinery and the operator, for the purposes of workers' compensation, liability, and any other relationship with third parties, shall be considered the machinery of, and the employee of, the Municipality owning the machinery and equipment.

8. The lending Municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator.

9. Each Municipality shall remain fully responsible for its own employees, including, but not limited to, salary, benefits, and workmen's compensation.

10. In the event machinery or equipment is being operated by an employee of the owning Municipality is damaged or otherwise in need of repair while working for another Municipality, the Municipality owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is operated by an employee of the borrowing, receiving, or renting Municipality, such Municipality shall be responsible for such repairs.

11. Any Municipality which is party to this Agreement may revoke such Agreement by filing a notice of such revocation with all other Municipalities that are a party to this Agreement. Upon the revocation of such Agreement, any outstanding obligations shall be submitted within thirty (30) days of such revocation.

12. Any action taken by the Superintendent pursuant to the provisions of this contract shall be

Attachment: Erie County Shared Services Agmt Aug 2021 (RES-2022-324 : Approve Erie County Shared Services Agreement - CRS #3215)

consistent with the duties of such official and expenditures incurred shall not exceed the amount set forth in the Municipal budget for highway purposes.

13. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part may be modified by the municipalities which are party to this Agreement to the extent necessary to make it valid and operative, or if it cannot be modified, then severed, and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portions so modified or eliminated.

14. This Agreement shall remain in effect until terminated by each participating Municipality. If a participating Municipality revokes its participation in this Agreement, the Agreement shall remain effective between all other participating Municipalities.

15. No shared services shall be conducted by the Superintendent except with the Superintendent of a Municipality that has entered into this Agreement.

16. Additional Municipalities may enter into this Agreement after its effective date by signing the attached addendum. Once an additional Municipality signs the attached addendum, this Agreement shall be effective among and between all Municipalities who are a party to the Agreement once the addendum is delivered to the Designated Filing Agent for all other Municipalities.

Attachment: Erie County Shared Services Agmt Aug 2021 (RES-2022-324 : Approve Erie County Shared Services Agreement - CRS #3215)

ADDENDUM

IN WITNESS THEROF, the following Municipality has, by order of the Town Board or Village Trustees, caused these present to be subscribed by the Town Supervisor or Village Mayor, and the seal of the Town or Village to be affixed and attested by the Clerk thereof, this

21st day of March , 2022 .

Town or Village of Amherst

By: Brian Kulpa
Supervisor or Mayor, Town or Village of

Attest: Frances J. Spoth Frances J. Spoth
Town Clerk, Town or Village of

Attachment: Erie County Shared Services Agmt Aug 2021 (RES-2022-324 : Approve Erie County Shared Services Agreement - CRS #3215)

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 25591 **RESOLUTION 2022-325** **ADOPTED AS AMENDED**

Emergency Purchase Authorization National Water Main Cleaning CRS No. 3212

The Engineering Department is requesting that the Town Board approve an emergency purchase made with National Water Main Cleaning for the CIPP UV Lining of the existing 30" sanitary sewer line at the Campbell Boulevard sewer collapse site. A quote, including rates for their services is attached.

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

The total amount quoted for this work is ~~$328,636.25~~ $338,636.25 (which included a 10% fuel surcharge at the time of invoicing not to exceed $10,000) and the funding source for this request is to-be-determined.

3/28/2022
A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion to amend was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

$338,636.25; Account TBD

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

Town of Amherst
Emergency Purchase Documentation Form

This form is to be completed for all emergency purchases made that contravene the Town's Purchasing Policy. You must contact the Supervisor (or Deputy Supervisor in the Supervisors absence) to obtain his/her approval prior to making the purchase. This form must be completed and submitted to the Town Board at the first work session following the Emergency purchase. A copy should also be submitted to the Town Attorney and Contract Compliance & Administration Department.

An exception to the competitive bidding requirements exists for emergency situations (GML §103[4]). There are three basic statutory criteria to be met in order to fall within this exception. These are that (1) the situation arises out of an accident or other unforeseen occurrence or condition; (2) the circumstances affect public buildings, public property, or life, health, safety or property of the political subdivision's residents; and (3) the situation requires immediate action which cannot await competitive bidding.

Generally, there must be a present, immediate and existing condition which is creating an imminent threat or danger and which requires such immediate action that a further delay to comply with competitive bidding requirements is so detrimental to the public interest that it overcomes the strong public policy in favor of bidding. Further, because the emergency must arrive out of an accident or unforeseen occurrence, it is doubtful a local government may invoke the emergency exception in a situation which the result of inaction or dilatory behavior on the part of local officials and which, therefore, could have been foreseen in time to advertise for bids.

Even when a governing board passes a resolution that a public emergency exists, the public interest dictates that purchases are made at the lowest possible costs, seeking competition by informal solicitation of quotes or otherwise, to the extent practical under the circumstances.

1. Date of Emergency Purchase: 3/15/2022

2. Date you received approval from the Supervisor: 3/14/2022

3. Date of Town Board work session where Board is notified: 3/28/2022

4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (attach additional detail if necessary): $ 328,636.25
   Quote attached

5. Is there adequate funding in your current operating budget to cover this purchase? _____
   Identify budget Org/Object: TBD

6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy: Sewer Collapse

7. Please describe what steps were taken to ensure the lowest cost for the Emergency Purchase. If none, please explain why your department was prevented from doing so:
   Our contracted vendor for these services was unable to handle the scope of work necessary. National Watermain is a provider we were aware had the capability and experience to perform the necessary work.

8. Department Head Signature: _____ Date: _____

CC: Town Board, Town Attorney, Contract Compliance & Administration

For Contract Compliance & Administration Use Only
Date of Town Board Resolution: Emergency Purchase Tracking/Res #:

Attachment: Emergency-work-authorization-final (RES-2022-325 : Emergency Purchase Authorization - National Water Main Cleaning)

NATIONAL WATER MAIN CLEANING
A Carylon Company

1000 Rear Elm St.
Rocky Hill, CT 06067
tf: (800) 422-0815
p: (860) 372-4199
f: (781) 828-2473

25 Marshall St.
Canton, MA 02021
tf: (800) 422-0815
p: (781) 828-0863
f: (781) 828-2473
NYC BIC License #468

928 Broa
Utica, NY
tf: (866) 341-1287
p: (315) 624-9520
f: (315) 624-9523

Jeff Burroughs
Town Engineer
Town of Amherst Engineering Department
1100 North Forest Road
Amherst NY

Subject: CIPP Lining of existing 30" Sanitary Sewer
Amherst, NY

In accordance with your request, we are pleased to submit to you prices for the following scope of work.

PRICING

Item #	Description	Quantity	Unit	Bid Price	Total
1	Provide a 2 man crew equipped with a CCTV truck and Jetvac to prep 30" Sanitary Sewer	2	DAY	$ 3,500.00	$ 7,000.00
2	Install 30" x 10.2mm UV Liner in existing Sanitary Sewer	288	LF	$ 685.00	$ 197,280.00
3	Price per Service Reinstatement	6	EA	$ 1,000.00	$ 6,000.00
				TOTAL	**$ 210,280.00**
		BYPASS			
1	Mobilize/Demobilize Bypass Equipment	1	LS	$ 34,500.00	$ 34,500.00
2	Set up Bypass Equipment	1	LS	$ 17,650.00	$ 17,650.00
3	Teardown Bypass Equipment	1	LS	$ 7,768.75	$ 7,768.75
4	Rate for Bypass equipment	1	MONTH	$ 18,437.50	$ 18,437.50
5	Pumpwatch	8	SHIFTS	$ 5,000.00	$ 40,000.00
				TOTAL	**$ 118,356.25**

- State Sales tax will be charged to the customer on all invoices unless a tax exempt certificate (ST-5 and ST-5C forms) is received.
- A minimum of 30" diameter opening will be needed at suction. Excavation pricing is not included in above quote.
- Bypass cost assumes the use of bypass ramps to cross each driveway from the suction MH to the discharge MH.
- Pricing includes one setup and one teardown
- Quantities listed above are for estimating purposes only.
- Pricing does not include any excavation or trenching to install bypass equipment
- **10% Fuel surcharge** will be charged on the total of each invoice
- GC/Owner to supply police/flaggers/Traffic Control if necessary
- GC/Owner to supply all required permits.

Attachment: Emergency-work-authorization-final (RES-2022-325 : Emergency Purchase Authorization - National Water Main Cleaning)

Attachment: Emergency-work-authorization-final (RES-2022-325 : Emergency Purchase Authorization - National Water Main Cleaning)

Addendum to Contract Major Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis.

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: Emergency-work-authorization-final (RES-2022-325 : Emergency Purchase Authorization - National Water Main Cleaning)

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:

National Water Main Cleaning
Print Name of Company

By: _____
Signature

Andrew Flannagan
Printed name

Date: 3/17/2022

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Emergency-work-authorization-final (RES-2022-325 : Emergency Purchase Authorization - National Water Main Cleaning)

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: National Water Main Cleaning Co

Signature: _____

Print Name: Hercules Anastasiadis

Title: V.P.

Date: 3/18/22

Sworn To Before Me This

18th Day of March, 2022

_____

Notary Public

Revised 4.2017

Attachment: Emergency-work-authorization-final (RES-2022-325 : Emergency Purchase Authorization - National Water Main Cleaning)

NATIONAL WATER MAIN CLEANING
A Carylon Company

NATIONAL WATER MAIN CLEANING COMPANY WILL FURNISH: All necessary supervision, personnel and equipment to perform our services; and transportation of men and equipment to and from the job site.

THE OWNER WILL FURNISH:

1.) Access and rights of way to all openings (no easement work);
2.) A water supply (Fire hydrants);
3.) Maintenance and Protection of Traffic, if required; Police Details and Flagmen
4.) Laydown space for equipment.

GENERAL TERMS AND CONDITIONS

I. **General Conditions:** These general conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer.

II. **Customer Supplied Labor:** Where the Customer supplies labor for the Contractor; the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to the Customer's employees. The Customer agrees to waive all rights of subrogation against the Contractor arising out of the work in this Agreement.

III. **Damage Limitations:** Under no circumstances will the Contractor be responsible for indirect, incidental or consequential damages. The Contractor also is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services.

IV. **Preexisting Conditions:** The Contractor will not be responsible for liability, loss or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is preexisting conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service caused by the preexisting conditions at the jobsite.

V. **Environmental Conditions:** The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project.

VI. **Indemnification:** The Customer and Contractor will each indemnify the other for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. If both parties are jointly at fault, each will indemnify the other in proportion to their relative fault. The Customer will also indemnify Contractor for liability, loss and expense resulting from Contractor's services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer.

VII. **Credit Policy:** Regular Terms are Net 30 Days. The company may charge interest at the rate of 1-1/2% per month on all invoices outstanding 60 days past invoice date.

VIII. **Entire Agreement:** This proposal together with any written documents, which may be incorporated by specific reference herein, constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.

Attachment: Emergency-work-authorization-final (RES-2022-325 : Emergency Purchase Authorization - National Water Main Cleaning)

NATIONAL WATER MAIN CLEANING
A Carylon Company

If this proposal is acceptable, please confirm with your order so that we may schedule the work.

Sincerely,
NATIONAL WATER MAIN CLEANING COMPANY
Andrew Flannagan
Andrew Flannagan
Project Engineer

Accepted By:
By signing this you agree to our terms and prices.

Print Name	Title	Company

Signature	Date

Attachment: Emergency-work-authorization-final (RES-2022-325 : Emergency Purchase Authorization - National Water Main Cleaning)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (M
2/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	**CONTACT NAME:** Christina Cunningham, Client Service Mgr Sr. **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** christina_cunningham@ajg.com
INSURED CAROCOR-04 National Water Main Cleaning Company 25 Marshall Street Canton, MA 02021-2479	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** American Zurich Insurance Company — 40142 **INSURER C :** American Guarantee and Liability Ins Co — 26247 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1260292779 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X XCU INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	GLO 9377201-18	10/31/2021	10/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 0 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	BAP 9377199-18	10/31/2021	10/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			AUC 5916947-16	10/31/2021	10/31/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 9377202-18	10/31/2021	10/31/2022	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Amherst is shown as an additional insureds solely with respect to General Liability on primary non-contributory basis and Auto Liability as evidenced herein as required by written contract with respect to work performed by the named insured. A Waiver of Subrogation applies in favor of additional insureds ar included under the General Liability and Auto Liability coverages as evidenced herein 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: Emergency-work-authorization-final (RES-2022-325 : Emergency Purchase Authorization - National Water Main Cleaning)

Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 9377201-18	Effective Date: 10/31/2021

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:
ANY PERSON OR ORGANIZATION, BUT ONLY WHEN YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS AND WHERE THAT CONTRACT SPECIFICALLY REQUIRES THE ISO CG2010 10/2001 EDITION FORM OR THE EQUIVALENT OF SAME

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Attachment: Emergency-work-authorization-final (RES-2022-325 : Emergency Purchase Authorization - National Water Main Cleaning)

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Additional Insured – Owners, Lessees Or Contractors – Completed Operations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.			
Policy No.	GLO 9377201-18	Effective Date:	10/31/2021

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization: ANY PERSON OR ORGANIZATION, BUT ONLY WHEN YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS AND WHERE THAT CONTRACT SPECIFICALLY REQUIRED THE ISO CG2037 10/2001 EDITION FORM OR THE EQUIVALENT OF SAME
Location And Description of Completed Operations: ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP UP OR OTHER CONSOLIDATED INSURANCE PROGRAM
Additional Premium: Included

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.

Attachment: Emergency-work-authorization-final (RES-2022-325 : Emergency Purchase Authorization - National Water Main Cleaning)

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Policy Number
GLO9377201-18

ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured CARYLON CORPORATION

Effective Date: 10-31-21
12:01 AM., Standard Time

Agent Name GALLAGHER

Agent 24059-000

BLANKET NOTICE TO OTHERS OF CANCELLATION

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
A. IF WE CANCEL THIS COVERAGE PART BY WRITTEN NOTICE TO THE FIRST NAMED INSURED FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, WE WILL DELIVER ELECTRONIC NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED TO EACH PERSON OR ORGANIZATION SHOWN IN A SCHEDULE PROVIDED TO US BY THE FIRST NAMED INSURED. SUCH SCHEDULE:
1. MUST BE INITIALLY PROVIDED TO US WITHIN 15 DAYS:
A. AFTER THE BEGINNING OF THE POLICY PERIOD SHOWN IN THE DECLARATIONS; ORB. AFTER THIS ENDORSEMENT HAS BEEN ADDED TO POLICY;
2. MUST CONTAIN THE NAMES AND E-MAIL ADDRESSES OF ONLY THE PERSONS OR ORGANIZATIONS REQUIRING NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED;
3. MUST BE IN AN ELECTRONIC FORMAT THAT IS ACCEPTABLE TO US; AND
4. MUST BE ACCURATE.
SUCH SCHEDULE MAY BE UPDATED AND PROVIDED TO US BY THE FIRST NAMED INSURED DURING THE POLICY PERIOD. SUCH UPDATED SCHEDULE MUST COMPLY WITH PARAGRAPHS 2. 3. AND 4. ABOVE.
B. OUR DELIVERY OF THE ELECTRONIC NOTIFICATION AS DESCRIBED IN PARAGRAPH A. OF THIS ENDORSEMENT WILL BE BASED ON THE MOST RECENT SCHEDULE IN OUR RECORDS AS OF THE DATE THE NOTICE OF CANCELLATION IS MAILED OR DELIVERED TO THE FIRST NAMED INSURED. DELIVERY OF THE NOTIFICATION AS DESCRIBED IN PARAGRAPH A. OF THIS ENDORSEMENT WILL BE COMPLETED AS SOON AS PRACTICABLE AFTER THE EFFECTIVE DATE OF CANCELLATION TO THE FIRST NAMED INSURED.
C. PROOF OF EMAILING THE ELECTRONIC NOTIFICATION WILL BE SUFFICIENT PROOF THAT WE HAVE COMPLIED WITH PARAGRAPHS A. AND B. OF THIS ENDORSEMENT.
D. OUR DELIVERY OF ELECTRONIC NOTIFICATION DESCRIBED IN PARAGRAPHS A. AND B. OF THIS ENDORSEMENT IS INTENDED AS A COURTESY ONLY. OUR FAILURE TO PROVIDE SUCH DELIVERY OF ELECTRONIC NOTIFICATION WILL NOT:
1. EXTEND THE COVERAGE PART CANCELLATION DATE;
2. NEGATE THE CANCELLATION; OR
3. PROVIDE ANY ADDITIONAL INSURANCE THAT WOULD NOT HAVE BEEN PROVIDED IN THE ABSENCE OF THIS ENDORSEMENT.
E. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, INTEGRITY, TIMELINESS AND VALIDITY OF INFORMATION CONTAINED IN THE SCHEDULE PROVIDED TO US AS DESCRIBED IN PARAGRAPHS A. AND B. OF THIS ENDORSEMENT.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Attachment: Emergency-work-authorization-final (RES-2022-325 : Emergency Purchase Authorization - National Water Main Cleaning)

Policy Number
GLO 9377201-18

SCHEDULE OF NAMED INSURED(S)

ZURICH AMERICAN INSURANCE COMPANY

Named Insured CARYLON CORPORATION **Effective Date:** 10/31/2021
12:01 AM., Standard Time

Agent Name GALLAGHER **Agent** 24059 000

NAMED INSURED

CARYLON CORPORATION
VIDEO INDUSTRIAL SERVICES, INC.
ACE PIPE CLEANING, INC.
NATIONAL PLANT SERVICES, INC.
DEEP SOUTH INDUSTRIAL SERVICES, INC.
NATIONAL POWER RODDING CORP.
ODESCO INDUSTRIAL SERVICES, INC.
SEWER SYSTEM EVALUATIONS, INC.
NATIONAL INDUSTRIAL MAINTENANCE, INC.
MOBILE DREDGING & VIDEO PIPE, INC.
NATIONAL WATER MAIN CLEANING COMPANY
METROPOLITAN ENVIRONMENTAL SERVICES, INC.
BIO-NOMIC SERVICES, INC.
ROBINSON PIPE CLEANING CO.
ROBINSON PIPE SERVICES, INC.
BEARY PROPERTIES, INC.
DEEP SOUTH SOLUTIONS, INC.
SPECIALIZED MAINTENANCE SERVICES, INC.
NATIONAL INDUSTRIAL MAINTENANCE SOLUTIONS, INC.
SELECT TRANSPORTATION, INC.
VIDEO PIPE SERVICES, INC.
NATIOINAL INDUSTRIAL MAINTENANCE - MICHIGAN, INC.
BEARY MANAGEMENT SERVICES, INC.

Attachment: Emergency-work-authorization-final (RES-2022-325 : Emergency Purchase Authorization - National Water Main Cleaning)

POLICYNUMBER: GLO 9377201-18

COMMERCIAL GENERAL LIABILITY
CG25030509

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

A GENERAL AGGREGATE LIMIT APPLIES TO EACH CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS, HOWEVER, A GENERAL AGGREGATE LIMIT DOES NOT APPLY TO ANY CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS THAT ARE INSURED UNDER A WRAP-UP OR ANY OTHER CONSOLIDATED OR SIMILAR INSURANCE PROGRAM.

ntormat1on re.9.u1red to complete this Schedule, if not shown above, will be shown in the Dec1arat1ons.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage **A,** and for all medical expenses caused by accidents under Section I - Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   - **a.** Insureds;
   - **b.** Claims made or "suits" brought; or
   - **c.** Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

© Insurance Services Office, Inc., 2008

Attachment: Emergency-work-authorization-final (RES-2022-325 : Emergency Purchase Authorization - National Water Main Cleaning)

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage **A,** and for all medical expenses caused by accidents under Section I - Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce theamount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Attachment: Emergency-work-authorization-final (RES-2022-325 : Emergency Purchase Authorization - National Water Main Cleaning)

© Insurance Services Office, Inc., 2008

POLICY NUMBER: GLO 9377201-18

COMMERCIAL GENERAL LIABILITY
CG 02 2410 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERALLIABILITY COVERAGEPART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 60_

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

Attachment: Emergency-work-authorization-final (RES-2022-325 : Emergency Purchase Authorization - National Water Main Cleaning)

Copyright, Insurance Services Office, Inc., 1992

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO9377201-18	10/31/2021	10/31/2022		24059000	$ INCL	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition:**

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

U-GL-925-B CW (12/01)

Attachment: Emergency-work-authorization-final (RES-2022-325 : Emergency Purchase Authorization - National Water Main Cleaning)

Other Insurance Amendment - Primary And Non-Contributory

ZURICH')

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9377201-18	10/31/2021	10/31/2022	10/31/2021	24059000	**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Carylon Corporation

Address (including ZIP Code): 2500 Arthington; Chicago, **IL** 60612

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV - Commercial General Liability Conditions:**

   This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV - Commercial General Liability Conditions:**

   This insurance is excess over:

   Any of the other insuranc e, whether prim ary, excess, contingent or on any ot her basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional ins ured on another policy providi ng coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by writt en contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

Attachment: Emergency-work-authorization-final (RES-2022-325 : Emergency Purchase Authorization - National Water Main Cleaning)

Includes copyrighted materialof Insurance Services Office, Inc.,withits permission.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

Attachment: Emergency-work-authorization-final (RES-2022-325 : Emergency Purchase Authorization - National Water Main Cleaning)

o 1983 National Council on Compensation Insurance.

Policy Number
BAP9377199-18

SCHEDULE OF NAMED INSURED(S)

ZURICH AMERICAN INSURANCE COMPANY

Named Insured CARYLON CORPORATION **Effective Date:** 10/31/2021
12:01 A.M., Standard Time

Agent Name GALLAGHER **Agent No.** 24059-000

NAMED INSURED

CARYLON CORPORATION
ACE PIPE CLEANING, INC.
BEARY PROPERTIES, INC.
BIO-NOMIC SERVICES, INC.
DEEP SOUTH INDUSTRIAL SERVICES, INC.
DEEP SOUTH SOLUTIONS, INC.
METROPOLITAN ENVIRONMENTAL SERVICES, INC.
MOBILE DREDGING & VIDEO PIPE, INC.
NATIONAL INDUSTRIAL MAINTENANCE, INC.
NATIONAL INDUSTRIAL MAINTENANCE SOLUTIONS, INC.
NATIONAL PLANT SERVICES, INC.
NATIONAL POWER RODDING CORP.
NATIONAL WATER MAIN CLEANING COMPANY
ODESCO INDUSTRIAL SERVICES, INC.
ROBINSON PIPE CLEANING CO.
ROBINSON PIPE SERVICES, INC.
SEWER SYSTEM EVALUATIONS, INC.
SPECIALIZED MAINTENANCE SERVICES, INC.
VIDEO INDUSTRIAL SERVICES, INC.
SELECT TRANSPORTATION, INC.
BEARY MANAGEMENT SERVICES, INC.
NATIONAL INDUSTRIAL MAINTENANCE - MICHIGAN, INC.
VIDEO PIPE SERVICES, INC.

Attachment: Emergency-work-authorization-final (RES-2022-325 : Emergency Purchase Authorization - National Water Main Cleaning)

POLICY NUMBER: BAP9377199-18

COMMERCIAL AUTO
CA 04441013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CARYLON CORPORATION

Endorsement Effective Date: 10/31/2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THE POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Attachment: Emergency-work-authorization-final (RES-2022-325 : Emergency Purchase Authorization - National Water Main Cleaning)

© Insurance Services Office, Inc., 2011

ZURICH"

ENDORSEMENT

Insurance forthis coverage partprovided by:
ZURICH AMERICAN INSURANCE COMPANY

Policy Number
BAP 9377199-18
Renewal of Number
BAP 9377199-17

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE:
COMMERCIAL AUTO COVERAGE PART

A. IF WE CANCEL THIS COVERAGE PART BY WRITTEN NOTICE TO THE FIRST NAMED INSURED FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, WE WILL DELIVER ELECTRONIC NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED TO EACH PERSON OR ORGANIZATION SHOWN IN A SCHEDULE PROVIDED TO US BY THE FIRST NAMED INSURED. SUCH SCHEDULE:
   1. MUST BE INITIALLY PROVIDED TO US WITHIN 15 DAYS:
      A. AFTER THE BEGINNING OF THE POLICY PERIOD SHOWN INTHE DECLARATIONS; OR
      B. AFTER THIS ENDORSEMENT HAS BEEN ADDED TO POLICY;
   2. MUST CONTAIN THE NAMES AND E-MAIL ADDRESSES OF ONLY THE PERSONS OR ORGANIZATIONS REQUIRING NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED;
   3. MUST BE IN AN ELECTRONIC FORMAT THAT IS ACCEPTABLE TO US; AND
   4. MUST BE ACCURATE.

SUCH SCHEDULE MAY BE UPDATED AND PROVIDED TO US BY THE FIRST NAMED INSURED DURING THE POLICY PERIOD. SUCH UPDATED SCHEDULE MUST COMPLY WITH PARAGRAPHS 2. 3. AND 4. ABOVE.

B. OUR DELIVERY OF THE ELECTRONIC NOTIFICATION AS DESCRIBED IN PARAGRAPH A. OF THIS ENDORSEMENT WILL BE BASED ON THE MOST RECENT SCHEDULE IN OUR RECORDS AS OF THE DATE THE NOTICE OF CANCELLATION IS MAILED OR DELIVERED TO THE FIRST NAMED INSURED. DELIVERY OF THE NOTIFICATION AS DESCRIBED IN PARAGRAPH A. OF THIS ENDORSEMENT WILL BE COMPLETED AS SOON AS PRACTICABLE AFTER THE EFFECTIVE DATE OF CANCELLATION TO THE FIRST NAMED INSURED.

C. PROOF OF EMAILING THE ELECTRONIC NOTIFICATION WILL BE SUFFICIENT PROOF THAT WE HAVE COMPLIED WITH PARAGRAPHS A. AND B. OF THIS ENDORSEMENT.

D. OUR DELIVERY OF ELECTRONIC NOTIFICATION DESCRIBED IN PARAGRAPHS A. AND B. OF THIS ENDORSEMENT IS INTENDED AS A COURTESY ONLY. OUR FAILURE TO PROVIDE SUCH DELIVERY OF ELECTRONIC NOTIFICATION WILL NOT:
   1. EXTEND THE COVERAGE PART CANCELLATION DATE;
   2. NEGATE THE CANCELLATION; OR
   3. PROVIDE ANY ADDITIONAL INSURANCE THAT WOULD NOT HAVE BEEN PROVIDED IN THE ABSENCE OF THIS ENDORSEMENT.

E. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, INTEGRITY, TIMELINESS AND VALIDITY OF INFORMATION CONTAINED IN THE SCHEDULE PROVIDED TO US AS DESCRIBED IN PARAGRAPHS A. AND B. OF THIS ENDORSEMENT.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Attachment: Emergency-work-authorization-final (RES-2022-325 : Emergency Purchase Authorization - National Water Main Cleaning)

CA 99 48 10 13

Coverage Extension Endorsement – Liability Only

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 9377199-18	10/31/2021	10/31/2022	10/31/2021			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts Performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the " accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form**:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

Attachment: Emergency-work-authorization-final (RES-2022-325 : Emergency Purchase Authorization - National Water Main Cleaning)

Includes copyrighted material of Insurance Services Office, Inc., w ith its permission.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability Coverage

The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

F. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer of Rights of Recovery against Others to Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

G. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation or Fraud** Condition:However,

we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

H. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

I. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

Attachment: Emergency-work-authorization-final (RES-2022-325 : Emergency Purchase Authorization - National Water Main Cleaning)

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

J. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Attachment: Emergency-work-authorization-final (RES-2022-325 : Emergency Purchase Authorization - National Water Main Cleaning)

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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)

NATIONAL WATER MAIN CLEANING CO.
1806 NEWARK
TURNPIKE
KEARNY, NJ 07032

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

973-483-3200

1c. Federal Employer Identification Number of Insured or Social Security Number

221753261

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

Town of Amherst
1100 North Forest Road
Amherst, NY 14221

3a Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT

3b Policy Number of Entity Listed in Box "1a"

LNY611608

3c Policy effective period

04-01-2021 to 03-31-2022

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 03-26-2021 *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: Emergency-work-authorization-final (RES-2022-325 : Emergency Purchase Authorization - National Water Main Cleaning)

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: Emergency-work-authorization-final (RES-2022-325 : Emergency Purchase Authorization - National Water Main Cleaning)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) National Water Main Cleaning Co. 25 Marshall Street Canton, MA 02021 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 973-483-3200 1c. NYS Unemployment Insurance Employer Registration Number of Insured 22-210176 1d. Federal Employer Identification Number of Insured or Social Security Number 22-1753261
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 1100 North Forest Road Amherst, NY 14221	3a. Name of Insurance Carrier American Zurich Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WC 9377202-18 3c. Policy effective period 10/31/2021 to 10/31/2022 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 03/04/2022
(Signature) (Date)

Title: Vice President - Underwriting Services

Telephone Number of authorized representative or licensed agent of insurance carrier: 800-382-2150

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17) www.wcb.ny.gov

Attachment: Emergency-work-authorization-final (RES-2022-325 : Emergency Purchase Authorization - National Water Main Cleaning)

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 employmer 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: Emergency-work-authorization-final (RES-2022-325 : Emergency Purchase Authorization - National Water Main Cleaning)

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Highway
Initiated by: **Patrick G. Lucey**
Co-Sponsored by:

DOC ID: 25593 **RESOLUTION 2022-326** **ADOPTED**

Emergency Authorization

BE IT RESOLVED THAT the Town Board approves the emergency expenditure of $1,780.00 for the purchase of a Highway Department fire alarm cellular communicator replacement: one (1) AES-7707P Radio Fire Alarm Communicator which includes installation, programming and testing. The building is located at 1042 North Forest Road.

3/28/2022
Consent

FINANCIAL IMPACT:

A5132 : 4220

$1,780.00

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

Attachment G
Town of Amherst-Emergency Purchase Documentation Form

This form is to be completed for all emergency purchases made that contravene the Town's Purchasing Policy. You must contact the Supervisor (or Deputy Supervisor in the Supervisors absence) to obtain his/her approval prior to making the purchase. This form must be completed and submitted to the Town Board at the first work session following the Emergency purchase. A copy should also be submitted to the Town Attorney and Contract Compliance & Administration Department.

An exception to the competitive bidding requirements exists for emergency situations (GML, §103[4]). There are three basic statutory criteria to be met in order to fall within this exception. These are that (1) the situation arises out of an accident or other unforeseen occurrence or condition; (2) the circumstances affect public buildings, public property or life, health, safety or property of the political subdivision's residents; and (3) the situation requires immediate action which cannot await competitive bidding.

Generally, there must be a present, immediate and existing condition which is creating an imminent threat or danger and which requires such immediate action that a further delay to comply with competitive bidding requirements is so detrimental to the public interest that it overcomes the strong public policy in favor of bidding. Further, because the emergency must arrive out of an accident or unforeseen occurrence, it is doubtful a local government may invoke the emergency exception in a situation which the result of inaction or dilatory behavior on the part of local officials and which, therefore, could have been foreseen in time to advertise for bids.

Even when a governing board passes a resolution that a public emergency exists, the public interest dictates that purchases are made at the lowest possible costs, seeking competition by informal solicitation of quotes or otherwise, to the extent practical under the circumstances.

1. Date of Emergency Purchase: 3-15-22
2. Date of Town Board work session where Board is notified: 3-14-22
3. Date you received approval from the Supervisor: 3-14-22
4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (Attach additional detail if necessary): $1,780.00 - SEE ATTACHED!
5. Is there adequate funding in your current operating budget to cover this purchase? YES
   Identify budget Org/Object: A5132-4220
6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy: ALARM SYSTEM ACTIVATED MULTIPLE TIMES - DAY + NIGHT
7. Please describe what steps were taken to ensure the lowest cost for the Emergency Purchase. If none, please explain why your department was prevented from doing so. AHA FIRE PROTECTION SERVICES WITH AGENCY NUMBER
8. Department Head Signature: [signature] Date: 3-15-22

CC: Town Board
Town Attorney
✓ Contract Compliance & Administration

For Contract Compliance & Administration Use Only	
Date of Town Board Resolution:	Emergency Purchase Tracking/Res #:

Attachment: DOC032322-03232022110727 (RES-2022-326 : Emergency Authorization)

Davis-Ulmer
1 Commerce Drive
Amherst, NY 14228
716.691.3200

DAVIS-ULMER FIRE PROTECTION

January 7, 2022

Al Spoth
Amherst Highway Garage
1042 North Forest Road
Amherst, NY 14221

RE: Fire Alarm System Cellular Communicator Replacement Proposal.

Dear Al:

It has been announced that AT&T is shutting down their 3G cellular network to make improve and expand their 5G network infrastructure. This means that any cellular device that is communicating on the 3G network will need to be upgraded or replaced to maintain operation. AT&T has announced that the shutdown will occur 2/22/2022.

The Amherst Highway Garage in Amherst NY is currently utilizing an AlarmNet AT&T 3G cellular communicator for the fire alarm system.

The AlarmNet unit will need to be replaced with a new cellular communicator to ensure continued operation of the fire alarm systems ability to contact the monitoring facility for dispatch of the fire department in the event of an emergency or notify personnel of a system fault.

Davis-Ulmer is pleased to provide a proposal to replace the AlarmNet 3G communicator with a new AES standalone radio. The AES radio will negate the need to replace the communicator in the future since is uses standard radio for communication and not the cellular network.

Replacement of the communicator will not affect your current monitoring account of annual monitoring fees. All information (account numbers, call lists, zones) will stay the same. The existing cellular communicator will simply be replaced with a new AES radio.

The following equipment will be provided and installed:

1 - AES – 7707P Radio Fire Alarm Communicator

The price provided below includes the above listed equipment, installation, programming and testing.

Existing monitoring account information and fees will not change.

Total cost of this project: $1,780.00 – Tax is not included.

Attachment: DOC032322-03232022110727 (RES-2022-326 : Emergency Authorization)

Davis-Ulmer
1 Commerce Drive
Amherst, NY 14228
716.691.3200

DAVIS-ULMER FIRE PROTECTION

The above price is based on:

- All work will be done during the normal business hours Monday thru Friday 7:30 am and 4:30 PM.
- Access will be available to any required areas to necessitate the replacement.
- Monitoring fees will not change.
- Monitoring information (account numbers, call lists, zones) will not change.

Exclusions:

1. Any overtime is not included.
2. Unknown or concealed physical conditions, including but not limited to asbestos and lead that require an increase to our cost and/or time in performance of the above scope of work. Any abatement work is specifically excluded.
3. Any additional work, service, parts or repairs outside the scope of this proposal is not included.
4. Any ionization detectors removed from the fire alarm system will be left onsite for disposal by the customer. Please note: If Davis-Ulmer is to dispose of any ionization detectors, a $12.00 per detector recycling fee will be added applied.

*** Davis-Ulmer Enterprise, is not a Disadvantaged Business Enterprise. Furthermore, no DBE participation goals or requirements are included or inferred. Should this project involve DBE goals or requirements please advise in writing regarding the specific nature of those goals or requirements and specifically how they impact Davis-Ulmer Enterprise.

This proposal is valid for **30 days** from the date of proposal and our price is based on mutually agreeable contract terms and conditions.

We thank you for the opportunity to offer this bid and hope that it meets with your satisfaction. If you have additional questions, please contact me.

Terms and Conditions
Performance of the work listed above constitutes acceptance of the following terms and conditions:

https://www.davisulmer.com/terms.php

THE NEXT SECTION OF THIS QUOTE CONTAINS ADDITIONAL TERMS AND CONDITIONS THAT ARE A PART OF THE CONTRACT, INCLDUING LIMITATIONS OF "Company's" LIABILITY.

By signing below, you hereby accept the following terms & conditions: IT IS UNDERSTOOD AND AGREED BY CUSTOMER THAT COMPANY IS NOT AN INSURER, THAT CUSTOMER SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY. CUSTOMER ACCORDINGLY AGREES THAT THE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES AND AGENTS ARISING OUT OF OR IN ANY

Attachment: DOC032322-03232022110727 (RES-2022-326 : Emergency Authorization)

Davis-Ulmer
1 Commerce Drive
Amherst, NY 14228
716.691.3200

DAVIS-ULMER FIRE PROTECTION

WAY RELATING TO OR CONNECTED WITH THE WORK PERFROMED BY THE COMPANY SHALL BE LIMITED TO THE LESSER OF $1,000 OR THE PRICE OF THE WORK PERFORMED BY THE COMPANY. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINAFTER REFERRED TO AS "DAMAGES"), SUSTAINED BY CUSTOMER OR ANY OTHER PARTY CLAIMING BY OR THROUGH CUSTOMER, AND SHALL APPLY REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION STANDARD OR RULE OR OTHER FAULT OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES.

With Appreciation,

Ronald Szymanek, CET
Davis-Ulmer Fire Protection
Special Hazards Alarm and Detection

ron.szymanek@davisulmer.us
Office: 716-691-3200 (x1123) | Cell: 716-949-9100 | Fax: 716-691-1230

Licensed by the NYS Department of State – UID 12000063334

NICET # 129268
Certified Engineering Technologist
Fire Alarm Systems Level 3
Special Hazards Systems Level 3
Inspection and Testing of Fire Alarm Systems Level 2

DAVIS-ULMER FIRE PROTECTION

If our quotation is acceptable, please sign below & return to my attention.

Signature _____ Date 3-15-22

PO Number (If required) 22-2197 18 ☒ Tax Exempt ☐ Capital Improvement

Attachment: DOC032322-03232022110727 (RES-2022-326 : Emergency Authorization)

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25596 **RESOLUTION 2022-327** **ADOPTED**

Personnel Action Procedure Policy Resolution

WHEREAS the Town of Amherst adopted a Vacancy Control Plan by local law in 2003 establishing hiring procedures based largely upon parameters established by the 2000 New York State Early Retirement Incentive, and

WHEREAS many of the aforementioned procedures are overly arduous and time-consuming, and no longer relevant or effective in guiding and monitoring Town hiring procedures, and

WHEREAS the Town is in the process of repealing Chapter 15 of the Amherst Town Code to eliminate the Vacancy Control Plan, and

WHEREAS the Town wishes to replace the outdated Vacancy Control Plan with a more efficient and diligent method of reviewing and moving forward with personnel actions to assure full compliance with all financial, budgetary, civil service and collective bargaining aspects in the hiring and promotional processes, now therefore

BE IT RESOLVED that the Town Board hereby approves the attached Personnel Action Procedure Policy, and

BE IT FURTHER RESOLVED that this policy will periodically be reviewed and updated by the Human Resources Office to assure the most efficient and cost effective procedures are in place to govern the Town's personnel action process.

3/28/2022
Consent

FINANCIAL IMPACT:

None

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

PERSONNEL ACTION REQUEST PROCEDURE

March 28, 2022

In order to ensure that all personnel action requests (new hires, promotions, movement of employees between departments, etc.) are appropriately reviewed and approved, we have instituted a new review procedure, effective beginning in 2022. The current Vacancy Control Program is in the process of being repealed, and this updated process will replace that moving forward.

Requests will be reviewed by the Human Resources (HR) Director, the Director of Finance, the Comptroller, and the Supervisor. Once approved, they will be placed on a Town Board agenda by the Human Resources Department. To initiate the process, please submit requests on the attached Personnel Action Request Form and email to the following people:

- Human Resources DL
- Director of Finance
- Comptroller
- Assistant to the Supervisor

Once the personnel request is approved by HR as appropriate relative to civil service, collective bargaining agreements, etc., it will be forwarded by the HR Director to the Director of Finance and Comptroller for budgetary review. Once approved for budget, the HR Director will forward the request to the Supervisor for final approval.

For requests without budgeted funds, the HR Director, Director of Finance, Comptroller and Supervisor will review the request and make a determination as to whether or not the benefit of the position outweighs the lack of funding in the current budget.

After requests have been fully reviewed, the Department will be notified by HR. If there are no issues, the date a resolution is expected to be placed on the Town Board agenda will be provided to the Department.

The review period could take over a week, and additional information may be requested. Please plan accordingly.

Attachment: personnelactionrequestprocedure-03232022111700 (RES-2022-327 : Personnel Action Procedure Policy Resolution)

TOWN OF AMHERST
PERSONNEL ACTION REQUEST FORM

Department: _____ Employee Name: _____ Position Title: _____

Full-time ☐ Part-time ☐ Temporary/Seasonal ☐

New Hire ☐ Replacement ☐ Promotion ☐

Transfer ☐ Department Transferring From: _____

Requested Salary/Grade/Step: _____ Effective Date: _____

Collective Bargaining Unit / Exempt: _____

Current Salary/Grade/Step (Promotions Only): _____

Reason for Request / Rationale for Promotion: _____

_____

_____

Current Job Duties (Promotions Only): _____

_____

_____

_____

New/Additional Duties (Promotions Only): _____

_____

_____

_____

Who is Being Replaced and Reason (Retirement, Resignation, etc.): _____

_____

Financial Impact: _____

_____

Attachment: townofamherstpersonnelactionrequestform-03232022111755 (RES-2022-327 : Personnel Action Procedure Policy Resolution)

PERSONNEL ACTION REQUEST FORM

Budgeted (Y/N)? _____

If not budgeted, indicate how request will be funded: _____

_____

Impact on Department's Operations: _____

_____

_____

_____

_____

_____

_____

_____

Other Relevant Issues: _____

_____

_____

_____

_____

_____

_____

I hereby request the above personnel action.

_____ _____

Department Head Date

Attachment: townofamherstpersonnelactionrequestform-03232022111755 (RES-2022-327 : Personnel Action Procedure Policy Resolution)

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25582 **RESOLUTION 2022-328** **ADOPTED**

Extended Sick Leave of Absence Without Pay/Highway Department

Please authorize an Extended Sick Leave of Absence Without Pay to Joseph Simonick, Laborer at the Highway Department. Effective April 1, 2022 through October 3, 2022.

3/28/2022
Consent

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: 03/28/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by: **Deputy Supervisor Jacqualine Berger**

DOC ID: 25597 **RESOLUTION 2022-329** **ADOPTED AS AMENDED**

Part-Time/Sesonal Pay Scale - Youth & Recreation

Adopt the attached pay scale for part-time and seasonal program positions at the Amherst Youth & Recreation Department effective April 9, 2022.

3/28/2022
A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion to amend was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Amendment updated the Financial Impact. A motion to approve as amended was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Funding TBD to come Youth & Recreation Department, from ARPA Funds & Contingency

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

2022 PT & Seasonal Rates								
	JOB CODES							
TITLE	PT	SEAS	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Recreation Attendant B	R035	R040	TOA Minimum Wage	Minimum plus $.30	Minimum plus $.60	Minimum plus $.90	Minimum plus $1.20	Minimum plus $1.50
Youth Activities Leader B	Y000	Y001	$15.00	$15.30	$15.60	$15.90	$16.20	$16.50
Recreation Attendant A	R035	R040	Minimum plus $.50	Minimum plus $.80	Minimum plus $1.10	Minimum plus $1.40	Minimum plus $1.70	Minimum plus $2.00
Recreation Specialist 1	R072	R073	$15.50	$15.80	$16.10	$16.40	$16.70	$17.00
Recreation Attendant C	R035	R040	Minimum plus $1.00	Minimum plus $1.30	Minimum plus $1.60	Minimum plus $1.90	Minimum plus $2.20	Minimum plus $2.50
Lifeguard II		L051						
Recreation Specialist II	R072	R074	$16.00	$16.30	$16.60	$16.90	$17.20	$17.50
Youth Activities Leader A	Y000	Y001						
Recreation Attendant D	R035	R040	Minimum plus $1.50	Minimum plus $1.80	Minimum plus $2.10	Minimum plus $2.40	Minimum plus $2.70	Minimum plus $3.00
Lifeguard III		L052						
Recreation Specialist III	R072	R075	$16.50	$16.80	$17.10	$17.40	$17.70	$18.00
Head Lifeguard		L052	Minimum plus $2.00	Minimum plus $2.30	Minimum plus $2.60	Minimum plus $2.90	Minimum plus $3.20	Minimum plus $3.50
Recreation Supervisor I	R078	R080						
Program Leader-Youth	P170	P172	$17.00	$17.30	$17.60	$17.90	$18.20	$18.50
Recreation Supervisor II	R078	R081	Minimum plus $2.50	Minimum plus $2.80	Minimum plus $3.10	Minimum plus $3.40	Minimum plus $3.70	Minimum plus $4.00
Program Coordinator - Youth		P160	$17.50	$17.80	$18.10	$18.40	$18.70	$19.00
Program Supervisor - Youth	P175	P178						

Attachment: PT & Seasonal Rates 2022 (RES-2022-329 : Part-Time/Sesonal Pay Scale - Youth & Recreation)

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25574 **RESOLUTION 2022-330** **ADOPTED**

Maintenance Worker/Engineering Department

Please appoint a Maintenance Worker to the Engineering Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 29, 2022 at an hourly rate of $19.69, Grade II, Step 1 for Christopher Dorchak.

Contingent upon completing all pre-employment requirements.

3/28/2022
Consent

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: 03/28/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25573 **RESOLUTION 2022-331** **ADOPTED**

Senior Real Property Appraiser/Assessors

Please appoint a Senior Real Property Appraiser to the Assessor's Office. Provisional, pending satisfactory completion of a Civil Service Examination. Effective March 29, 2022 at an annual salary of $67,743, Grade 16, Step E for Jeffrey Hennard.

Replacing an employee who retired.
Please authorize a six (6) month residency waiver.

3/28/2022
Consent

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: 03/28/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25575 **RESOLUTION 2022-332** **ADOPTED**

Senior Electrician/Engineering Department

Please appoint a Senior Electrician to the Engineering Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 29, 2022 at an annual salary of $79,203, Grade 18, Step G for Corey Berger.

Contingent upon completing all pre-employment requirements.
Please authorize a six (6) month residency waiver.

3/28/2022
Consent

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: 03/28/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25598 **RESOLUTION 2022-333** **ADOPTED**

Computer Support Technician/Office of Information Technology

Please appoint a Computer Support Technician to the Office of Information Technology. Provisional, pending satisfactory completion of a Civil Service Examination. Effective March 29, 2022 at an annual salary of $51,813, Grade 10, Step E for Donald Russ.

3/28/2022
Consent

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: 03/28/22 07:00 PM
Department: Information Technology
Initiated by: **David J. Willer**
Co-Sponsored by: **Councilmember Shawn Lavin**

DOC ID: 25564 **RESOLUTION 2022-334** **ADOPTED**

Comtec of WNY Statement of Work, CRS #3186

Please authorize the Supervisor to sign an agreement with Comtec of WNY Inc. This agreement is for regular and emergency rates should there be a fiber optic cable service disruption. This agreement will expire on March 20, 2023.

3/28/2022
Consent

FINANCIAL IMPACT:

on an as needed basis

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

COMTEC of WNY Inc. Communications
YOUR FIBER OPTIC CONNECTION
EMERGENCY NETWORK RESTORATION SERVICES 24/7/365
888-625-8807

February 28, 2022

Town of Amherst
5583 Main Street
Williamsville, NY 14221

The following is our list of regular and emergency response rates and out-of scope services. This includes our crews to mobilize to site and provide emergency or other out-of-scope services to repair or replace damaged fiber optic cable, conduit, innerduct, or other associated equipment/material. Pricing will be valid from March 21, 2022 and will expire on March 20, 2023

Description	Per Hour
Regular Scheduled Work- Line Crew (3 man crew and bucket truck)	$556.65
Saturday, Sunday, Holiday, and Emergency Callout Rate-Line Crew (3 man crew and bucket truck)	$1113.30
Regular Scheduled Work- Underground Crew (3 man crew and truck)	556.65
Saturday, Sunday, Holiday, and Emergency Callout Rate- Underground Crew (3 man crew and truck)	$1113.30
Regular Scheduled Work- Fiber Optic Splicer	$185.55
Saturday, Sunday, Holiday, and Emergency Callout Rate-Fiber Optic Splicer	$371.10
Regular Scheduled Work-Flagger	$136.25
Saturday, Sunday, Holiday, and Emergency Callout Rate- Flagger	$272.50
Regular Scheduled Work- Line Worker/UG laborer per hour	$185.55
Saturday, Sunday, Holiday, and Emergency Callout Rate- Line/UG laborer per hour	$371.10

Note: Materials will be billed at cost plus 15%

We have compiled our quotation for this project to fit the scope of work as we understand it.
Thank you for giving Comtec an opportunity to bid on this project.

Client: Town of Amherst	Comtec of WNY Inc.
(Signed)	(Signed) James W. Edwards Jr.
(Printed Name)	(Printed Name) James W. Edwards Jr.
(Title)	(Title) Vice President
(Date)	(Date) 02-28-22

Attachment: Comtec - stmt of work (RES-2022-334 : Comtec of WNY Statement of Work, CRS #3186)

Addendum to Contract Major Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: Comtec - stmt of work (RES-2022-334 : Comtec of WNY Statement of Work, CRS #3186)

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: Comtec - stmt of work (RES-2022-334 : Comtec of WNY Statement of Work, CRS #3186)

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:

COMTEC OF WNY INC.
Print Name of Company

By: James W. Edwards
Signature

James W. Edwards Jr.
Printed name

Date: 02-28-22

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30..19

Attachment: Comtec - stmt of work (RES-2022-334 : Comtec of WNY Statement of Work, CRS #3186)

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: COMTEC OF WNY INC.

Signature: James W. Edwards Jr.

Print Name: James W. Edwards Jr.

Title: Vice President

Date: 03-11-22

Sworn To Before Me This

11 Day of March, 2022

Halli K Gray

Notary Public

HALLI KATLIN GRAY
Notary Public, State of New York
No. 01GR6419070
Qualified in Orleans County
My Commission Expires 6/28/2025

Revised 4.2017

Attachment: Comtec - stmt of work (RES-2022-334 : Comtec of WNY Statement of Work, CRS #3186)

COMTOFW-01 CZACCOUR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/29/2021

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
Walsh Duffield Companies, Inc.
601 Main St
Buffalo, NY 14203

CONTACT NAME: Carolyn M. Zaccour, AAI, ACSR
PHONE (A/C, No, Ext): (585) 267-8743 FAX (A/C, No):
E-MAIL ADDRESS: czaccour@walshduffield.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Selective Insurance Co. of NY	13730
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Comtec of WNY Inc
6310 South Transit
Lockport, NY 14094

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		$ 2231549	11/1/2021	11/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			$ 2231549	11/1/2021	11/1/2022	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			$ 2231549	11/1/2021	11/1/2022	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Property			$ 2231549	11/1/2021	11/1/2022	Bldg/Cnts	2,150,510

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cert. Holder is named as additional insured on a primary and non-contributory basis under general liability as required by written contract and additional insured under auto liability 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
Edward F. Walsh Jr.

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Attachment: Comtec - stmt of work (RES-2022-334 : Comtec of WNY Statement of Work, CRS #3186)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (Use street address only) Comtec of W.N.Y., Inc 6310 South Transit Road Lockport, NY 14094 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** 716-625-8807 **1c. NYS Unemployment Insurance Employer Registration Number of Insured** 1431257 **1d. Federal Employer Identification Number of Insured or Social Security Number** 161367912
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main St Williamsville, NY 14221	**3a.Name of Insurance Carrier** Security National Insurance Company **3b. Policy Number of entity listed in box "1a":** SWC1335188 **3c. Policy effective period:** 04/01/2021-04/01/2022 **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 th named insured has the coverage as depicted on this form.

Approved By: Henry C. Sibley
(Print name of authorized representative or licensed agent of insurance carrier)

Approved By: Henry C Sibley 03/30/2021
(Signature) (Date)

Title: Underwriting Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: CarrierPhone

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it.

Attachment: Comtec - stmt of work (RES-2022-334 : Comtec of WNY Statement of Work, CRS #3186)

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)

COMTEC OF WNY INC.
6310 SOUTH TRANSIT ROAD
LOCKPORT, NY 14094

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

716-625-8807

1c. Federal Employer Identification Number of Insured or Social Security Number

161367912

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

HARTFORD LIFE AND ACCIDENT

3b Policy Number of Entity Listed in Box "1a"

LNY645018

3c Policy effective period

10-01-2021 to 09-30-2022

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 09-16-2021 *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: Comtec - stmt of work (RES-2022-334 : Comtec of WNY Statement of Work, CRS #3186)

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 25558 **RESOLUTION 2022-335** **ADOPTED**

To Authorize a Minor Amendment to the FY 2018 Annual Action Plan for Community Development

WHEREAS, on June 15, 2020 the Town Board approved a substantial amendment to the 2018 Annual Action Plan to create an Emergency Rental Assistance Program using $300,000 of 2018 HOME Acquisition/Rehabilitation & Housing Rehabilitation funding. Since that time, almost $100,000 has been spent to assist tenants and landlords that were financially impacted by the pandemic; and

WHEREAS, as of December 31, 2021, all of the HOME waivers that allowed Community Development to create and administer the rental assistance program have expired, which means HOME funds can no longer be spent on this program; and

WHEREAS, Community Development is proposing transferring the remaining $214,023.00 of 2018 HOME funds to the 2018 Acquisition/Rehabilitation/Resale activity where the funds will be spent on rehabilitating 345 Grover Cleveland Highway for sale to a first-time homebuyer; now therefore

BE IT RESOLVED, that the Town of Amherst Town Board hereby authorizes the above amendment to the FY 2018 Annual Action Plan.

3/28/2022
Consent

FINANCIAL IMPACT:

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

RESULT:	**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. Ulatowaski, AICP
Assistant Planning Director

March 11, 2022

Agenda of March 28, 2022

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

Subject: To Authorize a Minor Amendment to the FY 2018 Annual Action Plan for Community Development.

Honorable Board Members:

On June 15, 2020 the Town Board approved a substantial amendment to the 2018 Annual Action Plan to create an Emergency Rental Assistance Program using $300,000 of 2018 HOME Acquisition/Rehabilitation & Housing Rehabilitation funding. Since that time, almost $100,000 has been spent to assist tenants and landlords that were financially impacted by the pandemic.

As of December 31, 2021, all of the HOME waivers that allowed Community Development to create and administer the rental assistance program have expired, which means HOME funds can no longer be spent on this program.

Therefore, we are proposing transferring the remaining $214,023.00 of 2018 HOME funds to the 2018 Acquistion/Rehabilitation/Resale activity where the funds will be spent on rehabilitating 345 Grover Cleveland Highway for sale to a first-time homebuyer.

A proposed resolution for adopting the minor amendment to the 2018 Annual Action Plan is attached for your consideration. Thank you for your assistance with this matter.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

Enc.
X:\Community Development\New Structure\ANNUAL PLAN\Data 2020\Amendments\TB_Letter_Sub._Amend._6.15.20.docx

Attachment: Signed_TB_letter_minor_amendment (RES-2022-335 : To Authorize a Minor Amendment to the 2018 Annual Action Plan)

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 25560 **RESOLUTION 2022-336** **ADOPTED**

Authorize the Supervisor to Enter into a New Cooperation Agreement to Continue the HOME Consortium for Federal Fiscal Years 2023, 2024 and 2025 CRS #3183

WHEREAS, the Congress of the United States has passed and the President of the United States has signed into law the National Affordable Housing Act of 1990, making federal funds for housing activities available to the towns of Amherst, Cheektowaga and Tonawanda; and

WHEREAS, said Act provides that a consortium of geographically contiguous units of local government can be considered to be a unit of general local government for purposes of the HOME program; and

WHEREAS, the Towns of Cheektowaga, Tonawanda and Amherst, with Amherst acting as Lead Town, desire to be considered as such a Consortium for the purpose of applying for assistance under the HOME Program; and

WHEREAS, all grant administration costs are funded by the grant; now therefore be it

RESOLVED, that the Town Board of the Town of Amherst authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to enter into a new Cooperation Agreement with the Towns of Cheektowaga and Tonawanda for the HOME Investment Partnership Program during Federal fiscal years 2023, 2024 and 2025.

3/28/2022
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:	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,
Planning Direct
Daniel J. Ulatowski,
Assistant Planning D

March 15, 2022

Agenda of March 28, 2022

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

Subject: Authorization for Supervisor to sign a new Cooperation Agreement for the HOME Investment Partnership Program for Federal FYs 2023-2025

Honorable Members:

Every three years, from 1992 through 2022 the Town Board authorized the Supervisor to enter into Cooperation Agreements with the Towns of Cheektowaga and Tonawanda for the purpose of forming a HOME Consortium, thus qualifying Amherst to receive funds from the Department of Housing and Urban Development through the HOME Investment Partnership Program. Those Cooperation Agreements covered funds received from Federal fiscal years 1993 through 2022. It is now necessary for the three towns to execute a new Cooperation Agreement in order to qualify to receive HOME funding in Federal fiscal years 2023, 2024 and 2025. We anticipate that Amherst's share will be approximately $300,000 annually under this agreement.

Staff recommends that a new agreement be used, similar to the existing one except for dates. The Town would continue as the Lead Town for the Consortium with the associated responsibilities for submitting applications and performance reports to HUD.

Attached for your consideration is a resolution authorizing the Supervisor to sign a new Cooperation Agreement at the Town Board meeting of March 28, 2022.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

Att.
X:\Community Development\New Structure\ACT CONSORTIUM\HOME Consortium Agreement\3 twn 3 yr consortium agrmnt\2023-24-25\TB ltr_3_yr._agreement_ 3.28.22.docx

Attachment: signed_tb letter_03.16.22 (RES-2022-336 : To Authorize the Supervisor to Sign a HOME Cooperation Agreement)

COOPERATION AGREEMENT BETWEEN THE TOWN OF AMHERST, TOWN OF CHEEKTOWAGA AND TOWN OF TONAWANDA FOR THE PURPOSE OF FORMING A CONSORTIUM FOR THE HOME INVESTMENT PARTNERSHIPS PROGRAM

THIS AGREEMENT, entered into as of this _____ day of _____, 2022, by and between the TOWN OF AMHERST (hereinafter called the "Lead Town"), TOWN OF CHEEKTOWAGA (hereinafter called "Cheektowaga") and the TOWN OF TONAWANDA (hereinafter called "Tonawanda"), each being a municipal corporation within the State of New York.

WITNESSETH:

WHEREAS, under the Cranston-Gonzalez National Affordable Housing Act (hereinafter called NAHA), the Secretary of Housing and Urban Development is authorized to make grants to states and units of general local government to help finance investments in affordable housing; and

WHEREAS, Section 216(2) of the NAHA provides that a consortium of geographically contiguous units can be considered to be a unit of general local government for purposes of the HOME Investment Partnerships Act (hereinafter called HOME); and

WHEREAS, the Lead Town, Cheektowaga and Tonawanda are geographically contiguous within the meaning of the NAHA; and

WHEREAS, the Lead Town, Cheektowaga and Tonawanda desire to be considered such a consortium and have sufficient statutory authority under the laws of the State of New York as well as sufficient administrative capabilities to carry out the purposes of HOME on behalf of its member jurisdictions; and

WHEREAS, the Lead Town, Cheektowaga and Tonawanda agree to direct their activities to the alleviation of housing problems within their respective jurisdictions; and

WHEREAS, it is desirable and in the public interest that the Lead Town, Cheektowaga and Tonawanda make application for HOME funding as a consortium in order to maximize receipt of funding under HOME; now therefore, the parties mutually agree as follows:

1. This Cooperation Agreement will govern activities to be carried out with annual HOME Partnerships Program grants from federal fiscal years 2023, 2024 and 2025 appropriations and from any program income generated from the expenditure of such funds

Attachment: Cheek_Ton_signed_agreement_2.24.22 (RES-2022-336 : To Authorize the Supervisor to Sign a HOME Cooperation Agreement)

Attachment: Cheek_Ton_signed_agreement_2.24.22 (RES-2022-336 : To Authorize the Supervisor to Sign a HOME Cooperation Agreement)

including such additional time as may be required for the expenditure of such funds granted to the Consortium, and may not be terminated during such time.

This Cooperation Agreement will be considered in effect from the date of execution through the end date of the Amherst-Cheektowaga-Tonawanda HOME Consortium Program Year covered by this agreement: March 31, 2026.

2. The Lead Town, Cheektowaga and Tonawanda agree to cooperate to undertake or assist in undertaking housing assistance activities for the HOME Partnerships Program, and that in the furtherance of implementing the HOME Program, shall each within its own territory undertake efforts to affirmatively further the cause of fair housing.

3. The parties authorize the Lead Town to act in a representative capacity for Cheektowaga and Tonawanda for the purposes of the HOME Program.

4. The Lead Town, Cheektowaga and Tonawanda agree that each shall use its best efforts to assure that the Consortium's HOME Program is carried out in compliance with the requirements of the Program within their jurisdiction, including the provisions of Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Title II of the Cranston-Gonzalez Act (NAHA).

The Lead Town, Cheektowaga and Tonawanda each agrees to affirmatively further fair housing.

The Lead Town agrees to assume overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of the HOME Program, the requirements concerning a Consolidated Plan and all other applicable laws.

5. The Lead Town, Cheektowaga and Tonawanda shall obtain authorized resolutions from their respective governing bodies, or other acceptable evidence that each chief executive officer is authorized to sign the Agreement.

6. The term of this Agreement covers the period necessary to carry out the activities that will be funded from funds afforded for three federal fiscal years. The Lead Town, Cheektowaga and Tonawanda shall remain as part of a consortium for the entire three-year period and shall not withdraw from this Agreement. This agreement is governed by the requirements of HUD Notice CPD-06-04 or its successor. If the consortium fails to meet the $500,000 minimum threshold to receive a HOME allocation for the first Federal Fiscal Year of its qualification period, it must request to be considered to receive a HOME allocation in each of the subsequent two years.

7. The Lead Town, Cheektowaga and Tonawanda shall agree on an equitable distribution of all funds obtained under this Program.

8. The Lead Town, Cheektowaga and Tonawanda agree to meet every six months for review of the HOME Program, and the progress each unit has achieved in committing and expending HOME funds.

9. Cheektowaga and Tonawanda agree to assist the Lead Town in the preparation of reports, applications and other administrative work for the Program. Matching fund requirements, if any, will be apportioned among the three towns in accordance with the benefits received by each.

10. This Agreement may be executed by the parties in counterpart.

11. The program year start date for this consortium agreement shall be April 1, 2023. This date shall be the beginning of the 2023 program year for all funding received by the Lead Town, Cheektowaga and Tonawanda from Federal Fiscal Year 2023 allocations under the Community Development Block Grant, HOME, and Emergency Solutions Grant (ESG) programs.

12. The Lead Town, Cheektowaga and Tonawanda must each sign and approve any amendments to this consortium agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

_____

Brian J. Kulpa
Supervisor, Town of Amherst

State of New York: SS
County of Erie

On this _____ day of _____, 2022, before me, Brian J. Kulpa, personally came to me known, who being by me duly sworn did depose and say that he resides in Amherst, New York; that he is the Supervisor of the Town of Amherst, the corporation described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to such instrument is such corporate seal; that it was affixed by virtue of the statutes of the State of New York in such case made and provided and by resolution adopted by the Town Board of Amherst on _____, 2022, and that he signed his name thereto by virtue of such authority.

_____

Notary Public

Attachment: Cheek_Ton_signed_agreement_2.24.22 (RES-2022-336 : To Authorize the Supervisor to Sign a HOME Cooperation Agreement)

COOPERATION AGREEMENT BETWEEN
THE TOWN OF AMHERST, TOWN OF CHEEKTOWAGA
AND TOWN OF TONAWANDA
FOR THE PURPOSE OF FORMING A CONSORTIUM
FOR THE HOME INVESTMENT PARTNERSHIPS PROGRAM
FEDERAL FISCAL YEARS 2023 - 2025

Diane Benczkowski
Supervisor, Town of Cheektowaga

State of New York: SS
County of Erie

On this 14th day of February, 2022, before me, Diane Benczkowski, personally came to me known, who being by me duly sworn did depose and say that she resides in Cheektowaga, New York; that she is the Supervisor of the Town of Cheektowaga, the corporation described in and which executed the above instrument; that she knows the seal of said corporation, that the seal affixed to such instrument is such corporate seal; that it was affixed by virtue of the statutes of the State of New York in such case made and provided and by resolution adopted by the Town Board of Cheektowaga on February 8, 2022, and that she signed her name thereto by virtue of such authority.

Carol E. Driscoll
Notary Public

CAROL E. DRISCOLL
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
My Commission Expires May 2, 2024

Attachment: Cheek_Ton_signed_agreement_2.24.22 (RES-2022-336 : To Authorize the Supervisor to Sign a HOME Cooperation Agreement)

COOPERATION AGREEMENT BETWEEN
THE TOWN OF AMHERST, TOWN OF CHEEKTOWAGA
AND TOWN OF TONAWANDA
FOR THE PURPOSE OF FORMING A CONSORTIUM
FOR THE HOME INVESTMENT PARTNERSHIPS PROGRAM
FEDERAL FISCAL YEARS 2023-2025

Joseph H. Emminger
Supervisor, Town of Tonawanda

State of New York: SS
County of Erie

On this 15th day of February, 2022, before me, Joseph H. Emminger, personally came to me known, who being by me duly sworn did depose and say that he resides in Tonawanda, New York; that he is the Supervisor of the Town of Tonawanda, the corporation described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to such instrument is such corporate seal; that it was affixed by virtue of the statutes of the State of New York in such case made and provided and by resolution adopted by the Town Board of Tonawanda on Feb. 14, 2022, and that he signed his name thereto by virtue of such authority.

Notary Public

JACQUELIN TOMASELLO
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 2023

X:\Community Development\New Structure\ACT CONSORTIUM\HOME Consortium Agreement\3 twn 3 yr consortium agrmnt\2023-24-25\HOME Consortium 3-year coop text 2023-2025.docx

Attachment: Cheek_Ton_signed_agreement_2.24.22 (RES-2022-336 : To Authorize the Supervisor to Sign a HOME Cooperation Agreement)

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 25557 **RESOLUTION 2022-337** **ADOPTED**

Memorandum of Understanding Use of Amherst Police Department Community Policing and Training Facility Erie County Medical Center Corp. Hospital Police (CRS #3197)

TOWN BOARD AGENDA ITEM: MARCH 28, 2022

TO: **Town Board**

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

RE: **Memorandum of Understanding**
Use of Amherst Police Department Community Policing and Training Facility
Erie County Medical Center Corp. Hospital Police (CRS #3197)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached Memorandum of Understanding between the Town of Amherst (Police) and the Erie County Medical Center Corp. Hospital Police with regard to the above-entitled matter. This MOU has successfully completion the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 28, 2022)**

3/28/2022
Consent

FINANCIAL IMPACT:

A 3122 .02410: Revenue TBD

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

DocuSign Envelope ID: 8BFBEA66-B6C8-439E-B731-6F269B25EC21

MEMORANDUM OF UNDERSTANDING
BETWEEN TOWN OF AMHERST POLICE DEPARTMENT
AND ERIE COUNTY MEDICAL CENTER CORPORATION HOSPITAL POLICE DEPARTMENT

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 Erie County Medical Center Corporation Hospital Police Department, whose address is 462 Grider Street, Buffalo, New York 14215. As used in this MOU, the term "Parties' describes the Town of Amherst Police Department and the ECMC Hospital Police Department.

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 th ECMC Hospital Police Department, the Amherst Police Departments Community Policing and Training Facility (hereinafter "Facility") located 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's Community Policing and Training Facility by the ECMC Hospital Police Department.

3. Conditions. In order for ECMC Hospital Police Departmentto utilize the Town of Amherst Police Department's Community Policing and Training Facility, approval must be given by the Chief of Police or his designee, and an individual memorandum of understanding. ECMC Hospital Police Department is responsible for complying with all applicable Federal, State, County, Municipal laws, ordinances, and regulations wherein the firearı range/training facility is located. The privilege granted to use the facility will be without any cost or expense to the Amherst Police Department or the Town of Amherst.

4. Use of the facilities. The Town and the Town of Amherst Police Department agrees to allow the ECMC Hospital Police Department use of the agreed upon area of the facility which is located at 4220 Bailey Avenu 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 a 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

Attachment: MOU ECMC (RES-2022-337 : MOU: ECMC Hosptial Police (CRS#3197))

DocuSign Envelope ID: 8BFBEA66-B6C8-439E-B731-6F269B25EC21

5. 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.

6. Rules and Regulations.

A. The ECMC Hospital Police Department will use reasonable care in its use of the Facility and shall responsible to the Town and the Town of Amherst Police Department for conducting all activities in a safe an prudent manner and so as not to endanger others while on Town of Amherst property.

B. The ECMC Hospital Police Department 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 expecte with the type of training done, or if it cannot do so, the ECMC Hospital Police Department agrees to immediately notify the Town of Amherst Police Department in writing and be responsible to the Town of Amherst for any reasonably necessary repairs relating to the ECMC Hospital Police Department use of the facility. The ECMC Hospital Police Department agrees that they will financially cover the cost of materials f replacement or repairs for any reckless or unnecessary damage caused by their activities as is reasonably determined by the Amherst Police Department.

C. The ECMC Hospital Police Department 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 ECMC Hospital Police Department agrees that the facility shall be used solely in the service fo law enforcement purposes, such as training and to follow all posted rules and safety regulations.

E. The ECMC Hospital Police Department agrees to have a qualified instructor present who has attend and completed a safety and orientation briefing presented by an Amherst Police Department facility administrator.

F. The ECMC Hospital Police Department, 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 damag (negligent or otherwise) could result in the ECMC Hospital Police Department being charged to pay for said actual and reasonable damages at the discretion of the Amherst Police Department and may result in the termination of this MOU for ECMC Hospital Police Department, resulting in the loss of facility usage for the ECMC Hospital Police Department.

Attachment: MOU ECMC (RES-2022-337 : MOU: ECMC Hosptial Police (CRS#3197))

DocuSign Envelope ID: 8BFBEA66-B6C8-439E-B731-6F269B25EC21

7. Acknowledgement of Risk.

A. To the fullest extent permissible by New York State law the ECMC Hospital Police Department agree to hold harmless the Town of Amherst and its officials, agents and employees, and agrees to indemnify and defend the Town of Amherst and its officials, agents and employees against any and all liability, claims o damages including reasonable attorneys' fees, arising out of the ECMC Hospital Police Department use of th firing range by person or persons who are officials, professionals affiliated with, or employees of the ECMC Hospital Police Department acting within the scope of their employment arising from any activities relating tc this Agreement.

B. All persons being trained by the ECMC Hospital Police Department, or who are at the Facility at th request or invitation of the ECMC Hospital Police Department, will be at all times under the direct supervisio of authorized ECMC Hospital Police Department instructors. The ECMC Hospital Police Department, as an agency of the State of New York, is self-insured and will, pursuant to the terms and conditions of the law assume financial responsibility for all claims for personal or property damage, including death, caused by the negligent or wrongful acts of the ECMC Hospital Police Department 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 any property owned by ECMC Hospital Police Department, including any vehicles (personally or agency owned) that are brought to the facility.

C. The ECMC Hospital Police Department is responsible for ensuring that all personnel using the Facility, while it is assigned to or otherwise being used by the ECMC Hospital Police Department, understanc 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 ECMC Hospital Police Department 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.

D. The Town of Amherst expressly disclaims any and all liability for damage or injury to ECMC Hospital Police Department, its agents, employees or invitees related to this MOU. The Town of Amherst sha not be liable for theft, vandalism or pilferage of the Facility or any items contained therein.

8. Term of MOU.

A. 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.

B. 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 action.

Attachment: MOU ECMC (RES-2022-337 : MOU: ECMC Hosptial Police (CRS#3197))

DocuSign Envelope ID: 8BFBEA66-B6C8-439E-B731-6F269B25EC21

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 Chief of Police or their designees have final say on all matters pertaining tc safety, usage and administration at the Facility. This supersedes any and all rank or administrative titles carrie 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 agreement 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 ECMC Hospital Police Department 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 occurring as a result of this MOU.

E. Third Party Beneficiary Rights. The parties do not intend to create in any other individual o 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 onl 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 se to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term c condition of this MOU, or to bring an action for the breach of this MOU.

F. Force Majeure. Neither the Town of Amherst nor the ECMC Hospital Police Departmer 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

Attachment: MOU ECMC (RES-2022-337 : MOU: ECMC Hosptial Police (CRS#3197))

DocuSign Envelope ID: 8BFBEA66-B6C8-439E-B731-6F269B25EC21

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. 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.)

Attachment: MOU ECMC (RES-2022-337 : MOU: ECMC Hosptial Police (CRS#3197))

DocuSign Envelope ID: 8BFBEA66-B6C8-439E-B731-6F269B25EC21

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.

Erie County Medical Center Corporation Hospital Police Department

DocuSigned by:
6B2AC2B71215470...
2/28/2022

Jon Swiatkowski, Chief Financial Officer Date

DocuSigned by:
3E80BF6016CE4A8...
2/28/2022

Joe Giglia, General Counsel Date

Town of Amherst Police Department

Brian J. Kulpa, Town Supervisor Date

Scott P. Chamberlin, Chief of Police Date

Attachment: MOU ECMC (RES-2022-337 : MOU: ECMC Hosptial Police (CRS#3197))

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 25583 **RESOLUTION 2022-338** **ADOPTED**

Amendment of Map Plan and Report for 2022 Town of Amherst Police Department Vehicles Bond

Town Board Agenda Item: March 28, 2022

TO: **Town Board**

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

RE: **Amendment of Map Plan and Report for 2022 Town of Amherst Police Department Vehicles Bond**

WHEREAS, the Town Board of the Town of Amherst adopted a Bond Resolution and Map, Plan and Report (MPR) for the 2022 Town of Amherst Police Department Vehicles Bond at its February 28, 2022 meeting (Resolution #2022-204); and

WHEREAS, the Town of Amherst Police Department was requesting to purchase "hybrid" police vehicles using these bond funds; and

WHEREAS, during the bid process, the Town was advised that as a result of the COVID-19 pandemic there is no availability for "hybrid" vehicles at this time; and

WHEREAS, the MPR, a copy of which is attached, was amended to reflect such change; and

NOW THEREFORE BE IT RESOLVED that the Amherst Town Board adopts the amended MPR with regard to this bond project to allow the bond funding to be utilized to purchase "non-hybrid" vehicles.

MSL:hs
C: Tim Koller, Deputy Town Clerk *(Agenda Item: March 28, 2022)*
Lynda Juul, Finance Director
Stanley Sliwa, Esq., Town Attorney

3/28/2022
Consent

FINANCIAL IMPACT:

None of the purposes of this resolution

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

Amherst Police Department
Chief Scott P. Chamberlin
500 John James Audubon Parkway
Amherst, New York 14228
716-689-1311
Fax 716-689-1310

TO: **Lynda Juul, Finance Director**
Stanley J. Sliwa, Esq., Town Attorney

FROM: **Melissa Lynch, Paralegal/Asst. to Chief of Police**
Kevin Brown, Captain

DATE: **March 16, 2022**

RE: **REVISED: Requested Bond Project**
2022 Police Department Vehicles
2022-2027 C.I.P. Project # PO-1

The following is a list of vehicles that are scheduled to be purchased this year for the Police Department. The prices listed below are estimated costs based on prior year's costs for the purchase of comparable vehicles. Funding may be moved between lines, if necessary. Additional vehicles may be purchased if funding allows.

Item#	Quantity	Description	Unit Price	Total
1	4	2021 or Newer Ford Police Responder Utility (LK-Dark Blue)	$39,000.00	$156,000.00
2	2	2021 or Newer Ford Police Responder Utility (Traffic) (LK-Dark Blue)	$39,500.00	$79,000.00
3	3	2021 or Newer Ford Utility Police Interceptor AWD	$35,000.00	$105,000.00
4	1	2021 or Newer Ford Utility Police Interceptor AWD (Patrol)	$35,500.00	$35,500.00

The Police Department will be purchasing a quantity of 4 vehicles from line item #1 and therefore are requesting a bond issuance of $255,000.00. Bond counsel legal fees in the amount of $1,275.00 will be subtracted from the total bond amount therefore allowing the

Attachment: AmendedJuulmemofwdMPR3.16.22 (RES-2022-338 : Amendment of MPR: 2022 Police Vehicle Bond Project)

use of $253,725.00 to purchase the outlined vehicles. The balance after the use of the bond funds will be taken out of the Amherst Police Operating Budget (A 3120 .2200).

TAXATION SUMMARY

Total Bond Amount:	$255,000.00
Bond Term:	3 Years
Annual Tax Impacts:	$.0086 per $1,000 AV (General Fund)
Typical Property Taxation Impact:	$1.7170 per $200,000.00 Property

---

This is a requested General Fund bond action and thus does not require a public hearing. After your review, if this project is deemed acceptable, please forward this MPR to the Town Attorney's Office to generate and process all of the required documents. We kindly ask that this bond resolution be placed on the February 28, 2022 Town Board agenda.

Should you have any questions regarding this request, please feel free to contact us directly. Thank you.

MSL:hs
Enclosure
C: Scott P. Chamberlin, Chief of Police

Attachment: AmendedJuulmemofwdMPR3.16.22 (RES-2022-338 : Amendment of MPR: 2022 Police Vehicle Bond Project)

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 25584 **RESOLUTION 2022-339** **ADOPTED**

Travel & Training Request State of New York Police Juvenile Officers and School Resource Officers Annual Training Conference

TOWN BOARD AGENDA ITEM : MARCH 28, 2022

TO: **Town Board**

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

RE: **Travel & Training Request**
State of New York Police Juvenile Officers and School Resource Officers Annual Training Conference

Kindly adopt a Resolution authorizing two (2) Detectives to attend the annual training conference with regard to the above matter. This seminar is being held in Syracuse, New York from August 29, 2022 through September 2, 2022. The Detectives will utilize a police car to travel to the seminar. The cost for this course is approximately $2,075.68.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 28, 2022)**

3/28/2022
Consent

FINANCIAL IMPACT:

A 3121 .4050: $161.68

A 3121 .4120: $1914.00

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

TRAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles Department Head Approval ONLY Required *REVISED 01/01/2018*

☑ $250 + or greater than 75 miles Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
8/29/2022	9/2/2022	Syracuse, NY	State of New York Police Juvenile Officers and School Resource Officers 47TH Annual Training Conference

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.545	$150 (gas for police car)	A3121.4050	
Tolls	$11.68	A3121.4050	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @ $ 579/pp	$1158	A3121.4120	
Meals:			
IRS Per Diem Per Day: $			
1st & Last Day of Travel @ 75%			
0 # Breakfasts @ $			
0 # Lunches @ $			
6 # Dinners @ $ 26	$156	A3121.4120	
10 # Incidentals @ $ 5	$50	A3121.4120	
Registration/Conference Fee	$550	A3121.4120	
Other			
Subtotal	$2075.68		N/A
Contingency - 10% of subtotal or $200	$200		N/A
TOTAL	$2275.68		

Request Approved By:

Department Head Signature

3/18/2022

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

X:\Forms\Travel Expense Reimbursement Form 4.7.17

Attachment: RedactedTravelRequestNYSJuvenileOff&SROTraining 3.28.22 (RES-2022-339 : Travel & Training Request: NY Police Juv. Off &

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 25516 **RESOLUTION 2022-340** **ADOPTED**

Rental Fee

Set the fee for rental of the Amherst Youth & Recreation Department mobile stage at $475.00.

This fee was reviewed and approved by the Amherst Recreation Commission at its March 2022 meeting and is the same fee charged by Erie County for its mobile stage.

3/28/2022
Consent

FINANCIAL IMPACT:

TBD - potential revenue of $4,750.00

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: 03/28/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 25576 **RESOLUTION 2022-341** **ADOPTED**

Bike Path Closure

Authorize the closure of Frontier Road and the Amherst bike path between JJ Audubon Parkway and St. Rita's Lane on April 9, 23, and 30, 2022 from 6pm until approximately midnight to accommodate fireworks in conjunction with concerts at the University at Buffalo.

3/28/2022
Consent

FINANCIAL IMPACT:

None

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

STUDENT ASSOCIATION
Suite 350 Student Union Amherst, New York 14260
(716) 645-2950 fax: (716) 645-2112 www.sa.buffalo.edu

Friday, March 11, 2022
Mary-Diana Pouli, Executive Director
Amherst Youth & Recreation Department
1615 Amherst Manor Drive
Williamsville, NY 14221
(716) 631-7132 x7532

Dear Mary-Diana,

On April 9, 23 & 30 the University at Buffalo's Student Association will be holding concerts on the Amherst Campus. At the end of these events (approximately 10pm-10:30pm), we would like to fire off a 5 minute fireworks display from the University's normal firing location on Frontier road.

Our intention is to use Skylighters of Western New York as our Pyrotechnics team. We are also contracting Getzville Fire Department to assist us with the appropriate coverage.

We would like to close the section of Frontier Road that runs between the J.J. Audubon Parkway and St. Rita's Lane on campus as well as the bike path located in that area from 6pm on each of these dates till the site has been cleared by University Police and the Pyrotechnics team.

University police will handle the actual closure of the roads and monitoring of the fireworks area until the site has been cleared by the pyrotechnics team.

If you have any further questions or concerns please contact Marc Rosenblitt, SA Entertainment Coordinator at (716) 645-8178.

Thank you,

Nicholas Johns, SA President
University at Buffalo Student Association

Attachment: TOA Fireworks closure request - April 2022 (RES-2022-341 : Bike Path Closures April 2022)

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 25586 **RESOLUTION 2022-342** **ADOPTED**

T Account Expenditure Approval

Authorize the expenditure of $2,331.00 from account T 2023 to replace vandalized windscreens at Paradise Park.

3/28/2022
Consent

FINANCIAL IMPACT:

T 2023.4001: $2,331.00

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: 03/28/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 25599 **RESOLUTION 2022-343** **ADOPTED**

Non-Employee Travel Reimbursement

Authorize travel expense reimbursement for Vanita Jamison, a member of the Amherst Youth & Community Coalition, for travel to CADCA Forum 2022 as a requirement of the Drug-Free Communities Grant managed by the Town of Amherst.

3/28/2022
Consent

FINANCIAL IMPACT:

A 7257.4040: $1,602.20

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles — Department Head Approval ONLY Required — *Revised 12/22/2021*

☒ $250 + or greater than 75 miles — Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
Vanita Johnson			

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
1/30/22	2/5/22	National Harbor, MD	Required conference for DFC grant

Expenses	Estimated	Budget A/C #	Actual
Transportation:		A11 A 7257	
Mileage @ $0.585			
Tolls			
Parking			
Local Transportation (bus/taxi)	240.00		71.17
Plane/Rail/Bus	750.00		341.58
Lodging:			
# nights 5 @ $ 280.00	1,400.00		1,149.50
Meals:			
IRS Per Diem Per Day: $			
1st & Last Day of Travel @ 75%			
# Breakfasts 2 @ $ 18.00	27.00		7.95
# Lunches 5 @ $ 20.00	90.00		32.00
# Dinners 5 @ $ 36.00	162.00		
# Incidentals 5 @ $ 5.00	22.50		
Registration/Conference Fee	695.00		
Other			
Subtotal			N/A
Contingency - 10% of subtotal or $200			N/A
TOTAL	3,386.50		1,602.20

Request Approved By:

_____
Department Head Signature

_____
Date

Town Board :

_____
Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

_____
Employee Signature — Date

_____
Print Employee Name

Reimbursement Approved By:

Mary Daria Rauli 3/23/22
Department Head Signature — Date

Complete Shaded Area
For Expense Reimbursement

Attachment: CADCA Conference Reimbursement (RES-2022-343 : Non-Employee Travel Reimbursement)

Sunday January 30	Monday January 31	Tuesday February 1	Wednesday February 2	Thursday February 3	Friday February 4
3-7 pm Registration Opens	**FORUM KICKOFF DAY** **10:30 am-5:30 pm** Registration Hours **12-1:15 pm** Adult Training **1:30-2:45 pm** Adult Training **3-4:30 pm** Forum's Opening Session - Coalition Academy Gradation & Blue Ribbon Coalition Awards **4:30-5 pm** Cultural Exhibition **5-6:30 pm** Opening Reception **8-9:30 pm** Youth Meet & Greet (Open to All Youth)	**7 am-5:30 pm** Registration Hours **7:30-8:15 am** Networking Breakfast & Coalitions Ideas Fair **7:30 am-4 pm** Exhibit Hours **8:30-11 am** National Leadership Plenary **11-11:30 am** Networking Break **11:30 am-12:45 pm** Adult and Youth Training Sessions **12:45-2:15 pm** Lunch (On Your Own) **2:15-3:30 pm** Adult and Youth Training Sessions **3:30-4 pm** Networking Break **4-5:15 pm** Adult and Youth Training Sessions **5:30-7 pm** State & Territory Meetings	**7:30 am-4 pm** Registration Hours **7:30-8:15 am** Networking Breakfast & Coalitions Ideas Fair **7:30 am-3 pm** Exhibit Hours **8:30-10:30 am** Capitol Hill Day Plenary & Legislative Update **10:45-Noon** Adult and Youth Training Sessions **Noon-5 pm** Capitol Hill Day Appointments **8-9:30 pm** Youth Talent Show (Open to All Youth)	**7:30 am-12:30 pm** Registration Hours **7:30-8:45 am** Membership Breakfast (Open to All) **9-10:15 am** Adult and Youth Training Sessions **10:15-10:45 am** Networking Break **10:45-Noon** Adult and Youth Training Sessions **12:20-2:30 pm** National Leadership Awards Plenary **2:45-4 pm** Adult and Youth Training Sessions **4 pm** Forum Concludes	**8 am-4 pm** ONDCP DFC Applicant Workshop

Attachment: CADCA Conference Reimbursement (RES-2022-343 : Non-Employee Travel Reimbursement)

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Town Clerk
DOC ID: 25565

COMMUNICATION 2022-28 **REFERRED**

Notice of Claim: Carmen Panaro Vs. Town of Amherst

3/28/2022
Referred to Town Attorney.

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

----------X **NOTICE OF CLAIM**

IN THE MATTER OF THE CLAIM OF CARMEN PANARO,

Claimant,

-against-

TOWN OF AMHERST,

Respondent.
----------X

To: TOWN OF AMHERST
5583 Main Street
Williamsville, N.Y. 14221

1. The name and address of the Claimant and Claimant's attorney:

Claimant
Carmen Panaro
[redacted]

Attorney
Christen E. Civiletto, Esq.
8313 W. Point Dr.
East Amherst, N.Y. 14051
christenciviletto@gmail.com
(716) 713-2431

2. The nature of the claim:

CLAIMANT CARMEN PANARO presents individual claims against TOWN OF AMHERST for injuries he sustained at the Northtown Center on December 23, 2021. Claimant asserts causes of action against TOWN OF AMHERST based upon negligence, including the TOWN's failure to inspect and maintain safety netting. The TOWN acted with wanton recklessness, complete disregard of Claimant's health and safety, as well as the health and safety of other patrons at the Northtown Center.

The nature and extent of the injuries sustained by reason of the wrongful and illegal acts of TOWN OF AMHERST include, but are not limited to pain and suffering, personal injuries, medical expenses, and lost wages. Claimant is seeking compensatory and punitive damages.

Attachment: DOC032122-03212022103853 (COM-2022-28 : Notice of Claim: Carmen Panaro Vs. Town of Amherst)

3. The time when, the place where and the manner in which the claim arose:

Claimant was struck in the head by a hockey puck that passed through improperly maintained netting at the Northtown Center's Feature Rink on December 23, 2021. He suffered serious injuries and permanent scarring as a result. He has also incurred lost wages and medical expenses.

The undersigned Claimant therefore presents his claims for payment in an amount no less than $250,000. You are hereby notified that unless said claims are paid within the time provided by law from the date of presentation to you, the Claimant intends to commence an action on this claim.

Dated: Buffalo, New York
March 18, 2022

Christen E. Civiletto, Esq.
8313 W. Point Dr.
E. Amherst, N.Y. 14051
(716) 713-2431
christenciviletto@gmail.com

As Attorney for Claimant

Attachment: DOC032122-03212022103853 (COM-2022-28 : Notice of Claim: Carmen Panaro Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Town Clerk
DOC ID: 25600

COMMUNICATION 2022-29 **REFERRED**

Notice of Claim: Shayla Adams Vs. Town of Amherst

3/28/2022
Referred to Town Attorney.

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

IN THE MATTER OF THE CLAIM OF:

SHAYLA ADAMS,

Claimant,

v. **NOTICE OF CLAIM**

TOWN OF AMHERST,

Respondent.

TO: Stanley J. Sliwa
Town of Amherst Attorney
5583 Main St
Williamsville, New York 14221

Francina J. Spoth
Town of Amherst Clerk
5583 Main St
Williamsville, New York 14221

PLEASE TAKE NOTICE, that the Claimant, SHAYLA ADAMS, by and through her attorneys, the Law Offices of Robert D. Berkun, 350 Main Street, Suite 2150, Buffalo, New York 14202, hereby makes a claim against the Respondent, TOWN OF AMHERST, as follows:

1. The Claimant's full name is SHAYLA ADAMS, and her date of birth is [redacted].

2. The Claimant resides at [redacted].

3. That on or about the 11th day of March 2022, the Claimant was caused to slip and fall on an unreasonable and excessive accumulation of ice and/or snow on the stairs in front of, adjacent, and/or appurtenant to the real property located at the Allenhurst Homes, 434 Allenhurst Street, Court 1, Amherst, New York 14226 due to the dangerous and hazardous condition thereof.

Attachment: DOC032322-03232022132133 (COM-2022-29 : Notice of Claim: Shayla Adams Vs. Town of Amherst)

4. Upon information and belief, said property is owned by the Respondent, TOWN OF AMHERST.

5. That the incident described above was caused by the negligence of the TOWN OF AMHERST, its agents, servants, employees and/or contractors, in that the TOWN OF AMHERST did not take all adequate, reasonable, and necessary steps to provide for the safety of the Claimant. That, specifically, the TOWN OF AMHERST, its agents, servants, employees and/or contractors, were careless, negligent and reckless in the following ways: failing to salt, sand or apply other ice melter to the stairs and surrounding area, adjacent and/or appurtenant to the real property located at the Allenhurst Homes, 434 Allenhurst Street, Court 1, Amherst, New York 14226; failing to timely remove ice and/or snow from the aforementioned stairs and surrounding area; failing to warn Plaintiff of the dangerous/hazardous condition of the aforementioned stairs and surrounding area when the TOWN OF AMHERST, its agents, servants, employees, and/or contractors, knew, or should have known in the exercise of reasonable care, that people lawfully on the premises would walk on said stairs and surrounding area which was then dangerous/hazardous due to the accumulation of ice and/or snow thereon; failing to correct the condition of the aforementioned stairs and surrounding area which was in existence for hours and/or days prior to Plaintiff's fall; the TOWN OF AMHERST, its agents, servants, employees, and/or contractors, knew, or should have known in the exercise of reasonable care, of the excessive buildup of ice and/or snow on the aforementioned stairs and surrounding area and failed to take any measures to block access to the dangerous/hazardous area to prevent injury to those lawfully thereon; Plaintiff was injured as a result of the dangerous condition which was allowed to occur and continue on the premises due to the action and/or inaction of the TOWN OF AMHERST, its agents, servants, employees, and/or contractors; the TOWN OF AMHERST, its agents, servants,

Attachment: DOC032322-03232022132133 (COM-2022-29 : Notice of Claim: Shayla Adams Vs. Town of Amherst)

employees, and/or contractors, had a duty to properly inspect and maintain the premises, and keep same in a reasonably safe condition to prevent foreseeable injury to other persons on the premises; the TOWN OF AMHERST, its agents, servants, employees, and/or contractors, knew, or should have known in the exercise of reasonable care, of the existence of the dangerous/hazardous condition consisting of the accumulation of ice and/or snow on the aforementioned stairs; failing to exercise ordinary and reasonable care in that the TOWN OF AMHERST, its agents, servants, employees, and/or contractors, were generally careless and negligent, causing injury to the Plaintiff, who was lawfully on the premises.

6. That as a result of this fall, the Claimant, SHAYLA ADAMS, sustained serious personal injuries, including, but not limited to, injuries to the right ankle and foot.

7. That the Claimant, SHAYLA ADAMS, has incurred various medical expenses and is continuing to treat with medical providers for the injuries she sustained due to the negligence of the Respondent, TOWN OF AMHERST.

8. That the Claimant, SHAYLA ADAMS, hereby makes a claim against the Respondent, TOWN OF AMHERST, for her personal injuries, medical expenses, lost wages, past, present, and future pain suffering, and loss of enjoyment of life suffered as a result of the incident that occurred on or about March 11, 2022, on the stairs and surrounding area in front of, adjacent, and/or appurtenant to the real property located at the Allenhurst Homes, 434 Allenhurst Street, Court 1, Amherst, New York 14226.

9. That the Claimant, SHAYLA ADAMS, respectfully reserves the right to amend this Notice of Claim if necessary.

PLEASE TAKE NOTICE, that in the event that the Respondent fails to resolve the matter, the Claimant intends to commence an action in the Supreme Court of the State of New

Attachment: DOC032322-03232022132133 (COM-2022-29 : Notice of Claim: Shayla Adams Vs. Town of Amherst)

York, County of Erie, to recovers damages in an amount which is currently undetermined, together with the costs and disbursements of this action, and for such other and further relief as the Court deems just and proper.

DATED: Buffalo, New York
March 21, 2022

Jessica Tiburcio, Esq.
LAW OFFICES OF ROBERT D. BERKUN
Attorneys for Claimant
Office and P.O. Address
350 Main Street, Suite 2150
Buffalo, New York 14202
(716) 856-4080

Attachment: DOC032322-03232022132133 (COM-2022-29 : Notice of Claim: Shayla Adams Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 03/28/22 07:00 PM
Department: Town Clerk
DOC ID: 25563

COMMUNICATION 2022-30 **REFERRED**

Summons and Complaint: Elena Balea & Homer Balea Vs. Town of Amherst

3/28/2022
Referred to Town Attorney.

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

FILED: ERIE COUNTY CLERK 03/15/2022 04:28 PM INDEX NO. 803097/2022
NYSCEF DOC. NO. 1 RECEIVED NYSCEF: 03/15/2022

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

ELENA BALEA
[redacted]

HOMER BALEA
[redacted]

Plaintiffs,

-vs-

TOWN OF AMHERST
5583 Main St.
Williamsville, NY 14221,

Defendants.

SUMMONS
Index No.:

TO THE ABOVE NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED to answer the Complaint in this action, and to serve a copy of your Answer, or, if the Complaint is not served with a Summons, to serve a Notice of Appearance on the Plaintiffs' attorney(s) within **20** days after the service of this Summons, exclusive of the day of service, or within **30** days after completion of service where service is made in any other manner than by personal delivery within the State. In case of your failure to appear or answer, judgment may be taken against you by default for the relief demanded in the Complaint.

Erie County is designated as the place of trial on the basis of Plaintiffs' residence. This is an action for negligence.

Dated: Buffalo, New York
March 15, 2022

By: _____
David J. Wolff, Jr., Esq
Cantor, Wolff, Nicastro & Hall
Attorney for Plaintiff
350 Main St. Suite 2140
Buffalo, New York 14202
(716) 848-8000

1

Attachment: DOC031722-03172022093659 (COM-2022-30 : Summons and Complaint: Elena Balea & Homer Balea Vs. Town of Amherst)

FILED: ERIE COUNTY CLERK 03/15/2022 04:28 PM INDEX NO. 80309/2022
NYSCEF DOC. NO. 1 RECEIVED NYSCEF: 03/15/2022

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

ELENA BALEA,
HOMER BALEA

Plaintiff

COMPLAINT
Index No.:

-vs-

TOWN OF AMHERST

Defendant.

The Plaintiff, ELENA BALEA, by her attorneys, Cantor, Wolff, Nicastro & Hall, LLC, as and for her Complaint against the Defendant, TOWN OF AMHERST, herein alleges:

1. That at all times herein mentioned, Plaintiff was and still is a resident of the State of New York, and [redacted], residing at [redacted]

2. That upon information and belief, the Defendant, TOWN OF AMHERST, was and is a municipal entity organized and existing by virtue of the laws of the State of New York, with main offices located at 5583 Main Street, in Williamsville, New York, 14221.

3. That on or about August 5, 2021 and within the time prescribed by law, a Notice of Claim in writing, sworn to by or on behalf of Plaintiffx ELENA BALEA, was timely served upon the defendant, TOWN OF AMHERST, in accordance with the provisions of Section 50-e of New York General Municipal Law, setting forth the names and post-office addresses of said Plaintiffs and their attorneys, the nature of the claim, the time when, the place where, and the manner in which the claim arose, and the items of damage or injuries claimed to have been sustained so far as practicable.

4. Sufficient time has elapsed since the service of Plaintiffs' Notice of Claim, and

Attachment: DOC031722-031720220936S9 (COM-2022-30 : Summons and Complaint: Elena Balea & Homer Balea Vs. Town of Amherst)

that adjustment or payment thereof has been neglected or refused by defendant, TOWN OF AMHERST.

5. That on or about August 31, 2021, Plaintiff corresponded with Defendant, TOWN OF AMHERST, to set up a hearing pursuant to Section 50-h of New York General Municipal Law. Defendant, TOWN OF AMHERST, waived this right to a 50-h hearing.

6. The Plaintiffs have complied with all the conditions precedent set forth in New York General Municipal Law to maintain this lawsuit against Defendant, TOWN OF AMHERST.

AS AND FOR A FIRST CAUSE OF ACTION, PLAINTIFF ALLEGES:

7. Plaintiffs repeat and reallege paragraphs 1 through 6, above.

8. That upon information and belief and at all times herein mentioned, the Defendant, TOWN OF AMHERST, its agents, servants and/or employees, appointees, designees, departments and divisions thereof were negligent in the design, construction, maintenance, improvement, repair, inspection and upkeep of a certain sidewalk/road area and the appurtenances adjacent thereto and connected therewith located on or adjacent to 290 Little Robin Road, Amherst, County of Erie and State of New York.

9. Upon information and belief, at all times herein mentioned, the Defendant, TOWN OF AMHERST its agents, servants, employees, appointees, designees and/or independent contractors, had a duty to inspect and maintain the sidewalk/road area, including the sidewalks in front of, appurtenant to, and connected therewith located on or adjacent to 290 Little Robin Road, Amherst, County of Erie and State of New York, in a reasonably safe condition, free of hazards that could cause injuries to persons lawfully on the premises and/or using the sidewalks/walkways.

Attachment: DOC031722-03172022093659 (COM-2022-30 : Summons and Complaint: Elena Balea & Homer Balea Vs. Town of Amherst)

10. Upon information and belief, at all times herein mentioned, the Defendant, TOWN OF AMHERST, its agents, servants, employees, appointees, designees and/or independent contractors knew, or should have known, in the exercise of reasonable caution, that a hazardous condition existed and persisted on the premises for hours, days and/or weeks, which created a tripping and falling hazard due to an obstruction, created by TOWN OF AMHERST, via snowplowing and/or work done in that area on said sidewalks/walkways, located in front of 290 Little Robin Road in Amherst, New York, 14228.

11. That Defendant, Town of Amherst, created a defective condition on the sidewalk/roadway area in front of 290 Little Robin Road in Amherst, New York, 14228.

12. That Defendant, Town of Amherst, had notice of a defective condition on the sidewalk/roadway area in front of 290 Little Robin Road in Amherst, New York, 14228 and failed to remedy the condition.

13. That on June 6, 2021 at approximately 10:30 a.m. Plaintiff was caused to slip and fall and seriously injure her right arm as a result of a dangerous condition on the sidewalk/road area at 290 Little Robin Road, Amherst, New York, 14228.

14. That the Defendant, TOWN OF AMHERST, herein was negligent, careless and reckless in that it created the aforesaid hazardous condition via snowplowing and / or work done in the area located in front of 290 Little Robin Road, Amherst, New York, and by allowing the aforesaid premises to be, become and remain in a dangerous, hazardous, unsafe and defective condition and the Defendant was further negligent in failing to take suitable precautions for the safety of persons lawfully on the aforesaid premises.

15. As a result of the aforesaid dangerous condition and negligence of the defendant, the Plaintiff was caused to fall and become seriously injured.

Attachment: DOC031722-031720220936S9 (COM-2022-30 : Summons and Complaint: Elena Balea & Homer Balea Vs. Town of Amherst)

16. Upon information and belief, the Defendant had actual and/or constructive knowledge and notice of the dangerous, hazardous, unsafe condition of the subject premises, and/or such conditions existed for such a period of time as it should have been discovered by the Defendant, if they had acted in a reasonable, prudent and careful manner.

17. That by reason of the foregoing and the negligence, carelessness and recklessness of the Defendant and its officers, agents, servants and/or employees, the Plaintiff was caused to suffer severe, painful and permanent bodily injuries; was caused to and did suffer considerable pain and suffering and will be caused to endure considerable pain and suffering in the future; was confined to her bed and home for a period of time; was compelled to seek further medical care and attention and will be compelled to seek medical care and attention; was prevented from following her usual activities and, upon information; and was otherwise injured and damaged.

AS AND FOR A SECOND SEPARATE AND DISTINCT CAUSE OF ACTION ON BEHALF OF PLAINTIFF, HOMER BALEA, THE PLAINTIFFS HEREIN ALLEGE:

18. Plaintiffs repeat and reallege paragraphs 1 through 17, above.

19. That at all times herein mentioned, Plaintiff, HOMER BALEA, was and still is a resident of the State of New York, and [redacted] residing at [redacted].

20. That the Plaintiff, HOMER BALEA, as a result of the carelessness, recklessness and negligence of the Defendant, has sustained the loss of society, services and companionship of his spouse, ELENA BALEA, in a sum of money which would exceed the jurisdictional limits of all lower courts.

21. That Article 16 of the CPLR does not apply to this action.

WHEREFORE, Plaintiffs demand judgment against the Defendant in a sum of money

5

Attachment: DOC031722-031702209365 9 (COM-2022-30 : Summons and Complaint: Elena Balea & Homer Balea Vs. Town of Amherst)

FILED: ERIE COUNTY CLERK 03/15/2022 04:28 PM INDEX NO. 80309/2022
NYSCEF DOC. NO. 1 RECEIVED NYSCEF: 03/15/2022

which exceeds the jurisdictional limits of all lower courts together with the costs and disbursements of thers action.

Dated: Buffalo, New York
March 15, 2022

By:

David J. Wolff, Jr., Esq
Cantor, Wolff, Nicastro & Hall
Attorney for Plaintiff
350 Main St. Suite 2140
Buffalo, New York 14202
(716) 848-8000

Attachment: DOC031722-03172022093659 (COM-2022-30 : Summons and Complaint: Elena Balea & Homer Balea Vs. Town of Amherst)